



October 20, 2022

SUBMITTED BY:

JOE CLARK  
EXECUTIVE DIRECTOR  
TRANSIT SERVICES  
212 E. LOCUST ST  
CENTRALIA WA 98531  
360.330.2072  
JOE@TWINTRANSIT.ORG

## REQUEST FOR PROPOSALS

### Supply of Hydrogen Compression, Storage, Dispensing (CSD) and Proton Exchange Membrane (PEM) Equipment

Phase 1 - 1000kg/day  
Phase 2 – additional 1000kg/day

REQUEST FOR PROPOSAL

***Supply of Hydrogen Compression, Storage, Dispensing (CSD) and Proton Exchange Membrane (PEM) Equipment***

Proposed for:

Twin Transit Hydrogen Fueling Station

1697 Bishop Road

Chehalis, WA 98532

Offered by:

Lewis Public Transportation Benefit Area (LPTBA) d.b.a. Twin Transit

October 20, 2022

# COVER LETTER

October 20, 2022

Subject: Request for Proposal: Equipment  
Project: Supply of Hydrogen Compression, Storage, Dispensing (CSD) and Proton Exchange Membrane (PEM) Equipment  
Owner: Lewis Public Transportation Benefit Area d.b.a. Twin Transit  
Project Address: 1697 Bishop Rd  
Chehalis, WA 98532

Bid Deadline: 11/30/2022

Dear Prospective Bidder,

Lewis Public Transportation Benefit Area, hereinafter "Owner", is accepting proposals from vendors to supply in Phase 1 a dispensing system with light duty (LD) 700 bar and heavy duty (HD) 350 bar dispensing capabilities, and in Phase 2 a gaseous hydrogen production, compression, and storage facility. This equipment will be integrated on a greenfield site in Chehalis, WA, at 1697 Bishop Road. Twin Transit intends to award the contract to a qualified firm based on familiarity of the project, expertise, and qualifications.

This bid packet contains a project overview, eligibility requirements, conceptual site plans/specifications, and instructions needed for bidding on this project. If your company has any suggestions or possible improvements that are not shown, please note them in your detailed proposal that is to be submitted along with the bid form.

You are hereby invited to review the documents and submit your proposal for the above referenced project work in accordance with the Bid Documents. Bids are to include all sales tax, freight, and any other miscellaneous charges. Owner may, at its discretion, accept or reject any or all proposals.

This project has an approximate start date of January 1, 2023, and a target completion date of December 31, 2023.

For any questions on project specifications or scope of work, please contact the Director of Transit Services via e-mail at [joe@twintransit.org](mailto:joe@twintransit.org).

Sincerely,

Joseph L. Clark

*Executive Director of Transit Services*

# TABLE OF CONTENTS

Subject: Request for Proposal: Equipment  
Project: Supply of Hydrogen Compression, Storage, Dispensing (CSD) and Proton Exchange Membrane (PEM) Equipment  
Owner: Lewis Public Transportation Benefit Area d.b.a. Twin Transit  
Project Partners: JSA Civil, HTEC Inc.  
Project Address: 1697 Bishop Rd  
Chehalis, WA 98532

- NOMENCLATURE..... 6**
- PROJECT OVERVIEW..... 7**
- SECTION 1: INSTRUCTIONS TO BID ..... 10**
  - 1A: BIDDING PROCEDURE ..... 14**
  - 1B: BID PROTEST PROCEDURES ..... 15**
  - 1C: OTHER REQUIREMENTS..... 16**
- SECTION 2: BID FORM ..... 17**
- SECTION 3: SCOPE OF WORK & SPECIFICATIONS..... 24**
  - 3A: Equipment Scope..... 24**
    - 3A-1: Inclusions ..... 24**
    - 3A-2: Exclusions ..... 25**
    - 3A-3: Options..... 25**
  - 3B: Language ..... 25**
  - 3C: Project Management ..... 25**
    - 3C-1: Delivery Schedule ..... 25**
    - 3C-2: Project Updates..... 26**
  - 3D: Design Considerations ..... 26**
    - 3D-1: Fueling Profile ..... 26**
    - 3D-2: System Requirements ..... 27**
    - 3D-3: Code Compliance ..... 29**
    - 3D-4: Safety Functions..... 29**
  - 3E: Commissioning..... 30**
    - 3E-1: FAT & SAT ..... 30**
    - 3E-2: Training ..... 30**
    - 3E-3: Spares and Special Tools ..... 30**
    - 3E-4: Warranty ..... 30**
  - 3F: Quality ..... 30**
    - 3F-1: Quality Plan ..... 30**
    - 3F-2: Turn-over Package (TOP) ..... 30**
  - 3G: Specific Experience ..... 31**
  - 3H: Cost ..... 31**
  - 3I: Health, Safety, and Environment Considerations..... 31**

**3J: Assisting Information..... 32**

***SECTION 4: CONTRACTOR SAFETY RULES..... 36***

***ATTACHMENT A: RESPONSIBILITY CRITERIA ..... 38***

**MANDATORY BIDDER RESPONSIBILITY CHECKLIST – FORM A ..... 43**

**BIDDER EXPERIENCE SUMMARY – FORM B ..... 44**

***ATTACHMENT B: WA STATE PREVAILING WAGE RATES..... 45***

## **NOMENCLATURE**

**Table 1: List of Acronyms**

AHJ	Authority Having Jurisdiction	PEM	Proton Exchange Membrane
CIP	Carriage and Insurance Paid	PM	Project Manager
CSD	Compression, Storage, Dispensing	POS	Point of Sale
ESD	Emergency Safety Device	PGA	Professional Governance Act
FCEV	Fuel Cell Electric Vehicle	PSV	Primary Separation Vessel
FAT	Factory Acceptance Test	RFP	Request for Proposals
GH2	Gaseous Hydrogen	SAE	Society of Automotive Engineers
HD	Heavy Duty	SAT	Site Acceptance Test
HRS	Hydrogen Refueling Station	SMS	Safety Management System
HTEC	Hydrogen Technology and Energy Corporation		
LD	Light Duty		
O&M	Operation and Maintenance		
OEM	Original Equipment Manufacturer		

## **PROJECT OVERVIEW**

1. Lewis Public Transportation Benefit Area d.b.a. Twin Transit is a public transit agency in Lewis County, Washington. Twin Transit has provided public transit services to the cities of Centralia and Chehalis since 1977. Today, Twin Transit is managed by a very small in-house staff that does not have the capacity to administer complex projects.
2. Twin Transit is requesting proposals from vendors to supply in Phase 1 a dispensing system with light duty (LD) 700 bar and heavy duty (HD) 350 bar dispensing capabilities, and in Phase 2 a gaseous hydrogen production, compression, and storage facility. This equipment will be integrated on a greenfield site in Chehalis, WA, at 1697 Bishop Road. This document details the scope of the system HTEC intends to procure for Twin Transit, and the supporting items to be provided by the vendor pertaining to project management, quality assurance, compliance, risk analysis, and integration support.
3. HTEC is designing and overseeing the construction of a state-of-the-art heavy duty and light duty hydrogen fueling station with on-site production for the Twin Transit Authority in Chehalis, WA. *The intent of this project is to maximize the opportunities associated with the investment tax credits for hydrogen facility production articulated in the "Inflation Reduction Act" recently enacted by the United States Congress. The investment tax credit will be increased for facilities that meet certain prevailing wage, apprenticeship, and domestic content requirements.*
4. Twin Transit has assembled a complete set of industry experts and engineers to create a Professional Design Team. This team will assist with the project design, engineering and compiling the design criteria contained in each phase of the contract. Please contact the Twin Transit project team to submit questions concerning preliminary project planning.
5. The Project Management Team:  
  
Joe Clark, Director of Transit Services  
(Owner's Representative)  
360.330.2072 Office  
306.880.7177 Cell  
[joe@twintransit.org](mailto:joe@twintransit.org)  
  
Rebecca Towner, Director of Finance  
360.330.2072 Office  
360.880.0387 Cell  
[rebecca@twintransit.org](mailto:rebecca@twintransit.org)
6. Prevailing Wage Requirements: All laborers and mechanics participating in the construction of the facility employed by any contractor or subcontractor must be paid at least the U.S. Department of Labor prevailing wage for the area where the facility is located. The State of Washington prevailing wage rates are applicable for this public works project located in Lewis County. Bidders are responsible to verify and use the most recent prevailing wage rates. The "Effective Date" for this project is the Bid Proposal due date above. The applicable prevailing wage rates may be found on the Department of Labor and Industries website located at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.
7. Apprenticeship Requirements: All contractors and subcontractors employing four or more people and participating in the construction of the facility must employ at least one apprentice sourced from an apprenticeship program registered in accordance with the National Apprenticeship Act, 29 U.S.C. 50 et seq ("qualified apprentices"). A minimum percentage of all labor hours worked by all

contractors and subcontractors participating in the construction of the facility must be performed by qualified apprentices, subject to applicable apprentice-to-journey worker ratios.

8. Domestic Content Requirements: 100% of the steel and iron included in the facility be produced in the United States (based on guidance set forth in 49 CFR 661). At least 40% of manufactured products included in the facility be mined, produced, or manufactured in the United States. In each case, the percentage is based on the cost of the relevant materials.
9. Each bid must be accompanied by a certified check, cashier's check, or bid bond in an amount not less than 5% of the base bid amount, made payable to Twin Transit. The successful bidder is required to furnish a Performance and Labor and Material Payment Bond for 100% of the contract amount. Such bonds shall be furnished by a State Licensed Surety Company; the surety company shall be acceptable to the Owner. No bidder may withdraw their bid after the hour set for the bid opening unless the award of Contract is delayed for a period exceeding 60 days.
10. Twin Transit reserves the right to reject any or all bids not accompanied by bid security or data required by the bidding documents or a bid in any way incomplete or irregular. Twin Transit reserves the right to waive minor discrepancies in the bids at its sole discretion. At the time and place named such bids will be opened and read, and Twin Transit will proceed to canvas the bids. Twin Transit reserves the unqualified right in its sole and absolute discretion to reject any and all bids. The project includes mandatory and supplemental bidder criteria subject to appeal procedures required by RCW 39.04.350.

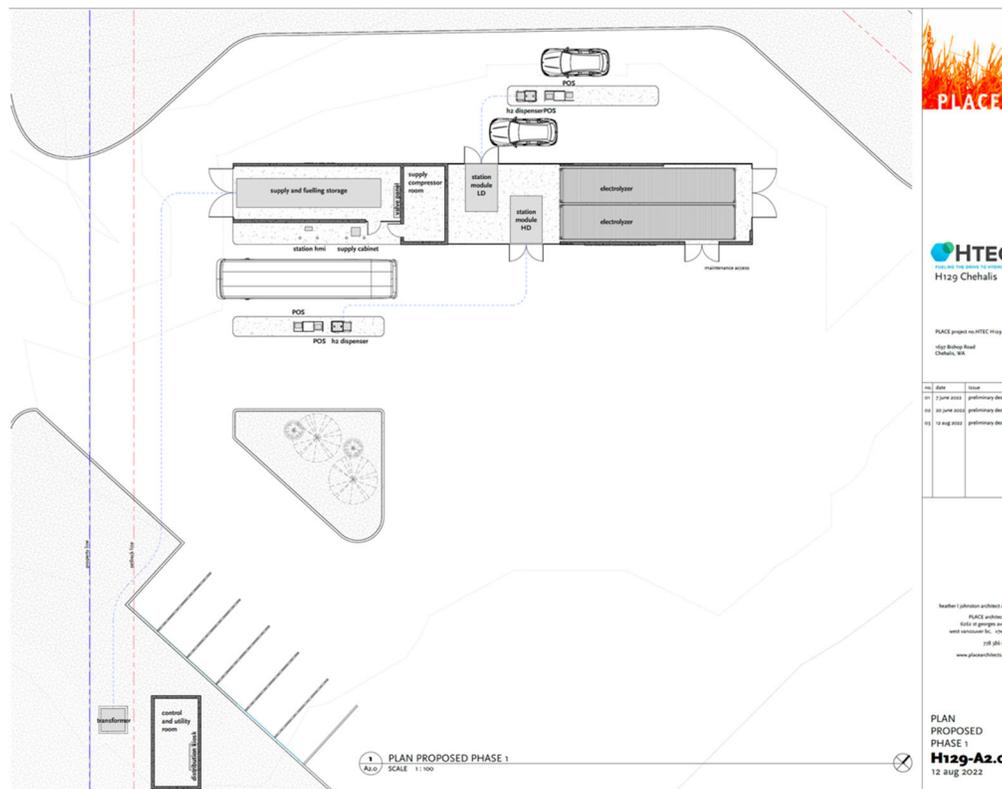


Figure 1: Phase 1 - Proposed equipment location at a greenfield site at 1697 Bishop Road, Lewis County, WA, USA.

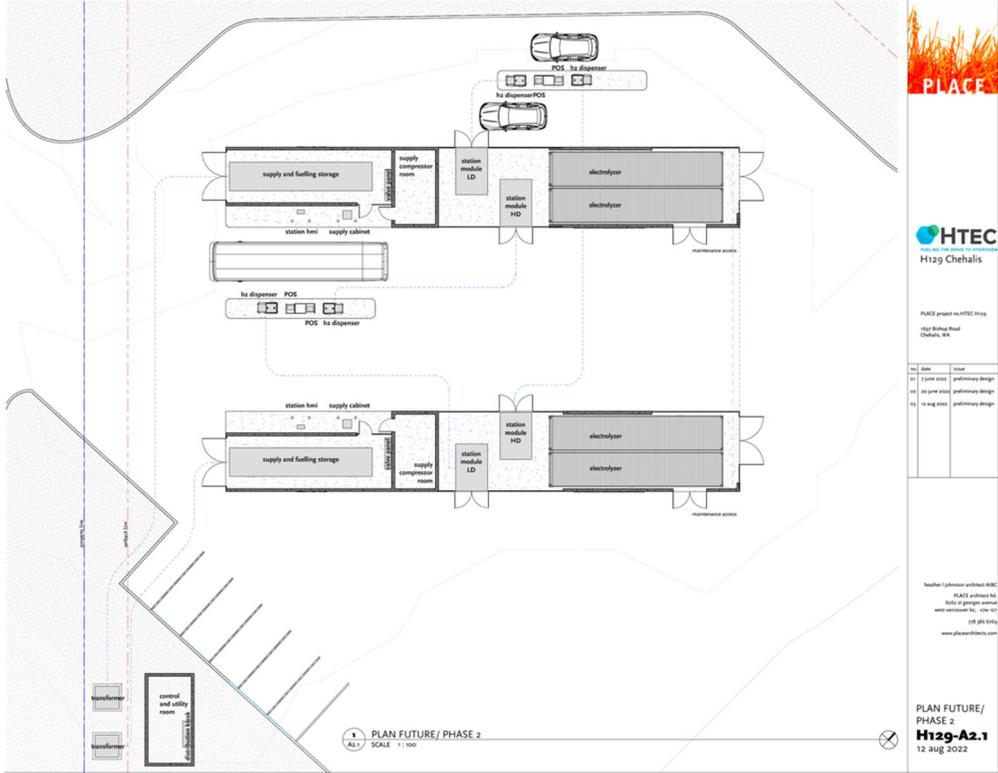


Figure 2: Phase 2 - Proposed equipment location at a greenfield site at 1697 Bishop Road, Lewis County, WA, USA.

## **SECTION 1: INSTRUCTIONS TO BID**

1. The Bidder must follow the instructions in this section and use the information and forms provided in this bid packet to prepare and submit a final proposal and bid price. The Owner does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete bid packet. The Owner may also issue clarifications and modifications to the bid packet as it deems necessary.
2. All definitions set forth in the revised General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.
  - a. "Addenda" are written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. The contents of Addenda are issued in no particular order and therefore should be carefully and completely reviewed. Addenda relating to administrative matters, such as, for example, the date or time of meetings or bid receipt, may be issued in writing, by fax, mail or other delivery.
  - b. "Award" means the formal decision by the Owner notifying a Bidder of the Owner's acceptance of the bid and intent to enter into a contract with the Bidder.
  - c. The "Award Requirements" include the following statutory requirements as a condition precedent to Award.
  - d. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
  - e. A "Bid" is a complete and properly signed proposal to do the Work or designate portion thereof, submitted in accordance with the Bidding Documents, for the sums therein stipulated.
  - f. A "Bidder" is a person or entity who submits a bid.
  - g. The "Bidding Documents" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, any other sample bidding and contract forms, the Bid Bond, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
  - h. The "Contract Documents" proposed for the Work consist of the revised Agreement Between Owner and Vendor, the General Conditions of the Contract (as well as any Supplemental, Special or other Conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to and all modifications issued after execution of the Contract.
  - i. To be considered "Responsible," each Bidder must make submittals in criteria applicable to this Project to the satisfaction of the Owner: To demonstrate sufficient responsibility, each Bidder must make submittals in accordance with Attachment A – Responsibility Criteria. Bidders which do not meet the requirements stated therein (in the opinion of the Owner) will be determined to be not responsible and will not be awarded this Contract.
  - j. A "Sub-bidder" is a person or entity who submits a Bid to the Bidder for materials, equipment or labor for a portion of the Work.

3. By making its bid, each Bidder represents that it has:
  - a. Read and understands the Bid Documents, and its Bid is made in accordance with them.
  - b. Familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the Contract Documents.
  - c. Satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents.
  - d. Satisfied itself as to the conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, parking, access, disposal, staging and laydown, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power and utilities; availability and condition of roads, climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work.
  - e. Has reviewed the information available to Bidders and incorporated findings into its Bid.
  - f. The failure of the Bidder fully to acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Document.
  
4. By Owner's request, the Bidder may be asked to submit the following company information within five (5) business days of invitation to demonstrate their qualification to perform the work:
  - a. Financial data.
  - b. Previous experience.
  - c. Present commitments.
  - d. Any other data as may be requested.
  
5. Each proposal must contain evidence of the Bidder's required qualifications:
  - a. Registered to do business in the state where the project is located, or covenant to obtain such, prior to the award of the contract.
  - b. Have a Certificate of Registration in compliance with RCW 18.27
  - c. Have a current state unified business identifier number
  - d. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51RCW
  - e. Have an employment security department number as required in Title 50 RCW
  - f. Have a state excise tax registration number as required in Title 82 RCW
  - g. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations); and
  - h. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work

processes as outlined in their standards of apprenticeship under RCW 49.04 for the one-year period immediately preceding the date of the Bid solicitation.

- i. Proof of Insurance.
    - i. Please reference Section 2: Bid Form provided later in this document for the minimum coverages and limits required.
  - j. Bondable to 100% of the contract amount
  - k. Capability to supply an adequate number of skilled workmen, experienced in the craft they are performing, to insure a timely completion of the project.
6. Proposals must be submitted by a corporation, partnership, or LLC and must follow the procedures outlined below;
- a. Proposals and bids submitted by Corporations must be executed in the corporate name by the president, vice president or other corporate officer with the authorization to sign.
  - b. Proposals and bids submitted by Partnerships must be executed in the partnership name and signed by a partner or other individuals who are authorized to sign.
  - c. Proposals and bids submitted by a Limited Liability Company (LLC) must be executed in the LLC's name and signed by a member manager or any individual who has the authority to sign on behalf of the Bidder.
  - d. Proof of authorization may be requested by the Owner.
7. The Bidder shall see that all of the following actions are taken while formulating their bid proposal.
- a. Examine all bid packet documents.
  - b. May schedule a visit and become familiar with the project site and local conditions.
  - c. Consider Federal, State and Local Laws and Regulations that affect the project.
  - d. Study and correlate all observations with the bid packet.
  - e. Notify the Owner of any and all conflicts, errors or discrepancies found in the bid packet.
8. Letters of Intent to Bid are due no later than Wednesday, November 4, 2022 and must be emailed in PDF format to Joe Clark at [joe@twintransit.org](mailto:joe@twintransit.org).
9. To submit project inquiries or to request a project briefing, please contact Twin Transit project representative, Joseph Clark, at 360-330-2072 or [joe@twintransit.org](mailto:joe@twintransit.org) by November 10, 2022. On November 15, 2022 Twin Transit will post a complete set of answers to all questions at <https://twintransit.org/planning-and-budgeting/>.
10. Proposals must be emailed in PDF format to Joe Clark no later than 11:00 a.m. on Wednesday, November 30, 2022. Bids will not be accepted without proper notification. Questions about the meaning or intent of information provided in this bid packet are to be directed to the Twin Transit, Executive Director of Transit Services via e-mail.

11. If applicable, a final Project Site Layout Exhibit shall be issued to the Bidder at a later date. This exhibit shall be referenced to ensure the bidder's final design accommodates the proposed site criteria.
12. Bidder must include the following when submitting their final bid proposal:
  - a. Completed Bid Form including the Bidder's contact information.
  - b. Written Bid Proposal outlining scope of work and schedule.
  - c. Certificate of Insurance to meet Owner's requirements, including but not limited to, LPTBA d.b.a. Twin Transit listed as an additional insured.
  - d. Submit one copy of qualifications along with a letter of interest that includes firm history, proposed personnel, brief resumes, and previous projects that would be applicable to Twin Transit. The SOQ should consist of 6 pages maximum, 8.5"x11" format.
  - e. Bond Accompanying Bid. This form is to be executed by the bidder and bidder's Surety Company unless bid is accompanied by a certified check. The amount of this bond shall be not less than 5% of the total amount bid and may be shown in dollars or on a percentage basis.
  - f. Non-Collusion Affidavit. Non-Collusion Affidavit must be subscribed to and sworn before a Notary Public.
  - g. Bidder Responsibility Criteria (Attachment A). To be completed and signed by the bidder.
13. Base Bids must be priced on a lump sum basis. A separate price shall be included for each alternative bid option, if applicable, as described in the design specifications and listed in the bid form. The bid option price for each alternative shall be the amount to be added or deducted from the base bid price if the Owner decided to use or not use the option.
14. Bid proposals and drawings shall be submitted on or before **11:00 am on Wednesday, November 30, 2022**. Bids will be accepted as e-mail only. E-mail should be addressed to the Owner's Representative and the subject line should read "Bid Attached".
15. Submittals of the Qualification Proposal to the Owner shall be at the Responder's sole expense.
16. All bids will be opened in private.
17. The bid proposal may be requested to be modified or withdrawn only, in writing, by the person who submitted the original bid or other authorized representative, prior to being opened.
18. All bid proposals will remain subject to acceptance for sixty (60) calendar days after the bid is submitted, unless otherwise noted by Bidder.
19. A Selection Committee will be comprised of Twin Transit staff and project team members to evaluate all responsive proposals and award the work to the most qualified firm based on project familiarity, expertise, and qualifications.
20. During the bid proposal evaluation process, the Owner shall consider the past performance and qualifications of the Bidder, whether or not the proposal complies with the prescribed requirements and alternates such as unit price and other data.
21. Bidders will be notified within sixty (60) business days of their final decision. The Owner may, at its sole discretion, reject any and all bids without reason.

22. After the Owner awards the work to the successful Bidder, but before the construction contract is signed, the Bidder must provide to the Owner the following documentation related to the components of the project they have successfully bid on:
- a. Performance Bond. To be executed by the successful bidder and bidder's surety company in the amount of 100% of the Contract amount.
  - b. Payment Bond. To be executed by the successful bidder and bidder's surety company in the amount of 100% of the Contract amount.
  - c. Certificates of Insurance to meet Owner's requirements, including but not limited to, Twin Transit listed as an additional insured.
  - d. A Schedule of Values listing each major equipment component, including material cost, installation cost and other miscellaneous cost to complete its construction.
  - e. An updated set of Contract Materials including scope of work, specifications, general arrangement drawings and equipment lists if applicable.
  - f. A Project Schedule from mobilization through completion with major components listed separately with approximate work start through completion.
  - g. A Projected Payment Plan charting the requested payments that the Contractor would like to receive from the Owner on a regularly scheduled basis.
  - h. A firm date for completion of the project, no later than December 31, 2023.
  - i. A signed copy of the Contractor's Safety Rules Form with the Facility Manager.
    - i. Twin Transit will host a Webinar or on-site meeting with the Contractor(s), the Project Foreman, the Job Site Foreman and other staff members that will be working on the project. The meeting will cover all the equipment and safety specifications as required by Twin Transit.

## **1A: BIDDING PROCEDURE**

1. Form: Bids (including any required attachments) shall be submitted on forms identical to the form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered to be Bids.
2. Entries on the Bid Form: All blanks on the Bid Form shall be filled in.
3. Words and Figures: Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures; in case of discrepancy between the two, the amount written in figures shall govern and the words shall be used to determine any ambiguities in the figures. Portions of the Bid Form may require the addition of component bids to a total or the identification of component amounts within a total. In case of discrepancy between component amounts listed and their sum(s), the component amounts listed shall govern.
4. Initial Changes: Any interlineation, alteration or erasure must be initialed by an authorized representative of the Bidder.
5. No Conditions: The Bidder shall make no conditions or stipulations on the form nor qualify its Bid in any other manner.
6. Identity of Bidder: The Bidder shall include in the specified location on the Bid Form the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation (including the state of incorporation), or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current

power of attorney attached certifying the agent's authority to bind the Bidder, and provide other information requested.

7. Bid amounts shall include all local and state sales tax.
8. Bid Security:
  - a. Purpose and Procedure: Each Bid shall be accompanied by a bid security payable to the Owner in the form required in the Bidding Documents and equal to five percent (5%) of the Base Bid. The bid security constitutes a pledge that the Bidder will enter into the Contract with the Owner in the form provided, in a timely manner, and on the terms stated in its Bid and will furnish in a timely manner the payment and performance bonds, certificates of insurance, Contractor's Construction Schedule, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. By submitting its bid and bid security, the Bidder agrees that any forfeiture is a reasonable prediction at the time of Bid submittal of future damages to the Owner.
  - b. Form: The bid security shall be in the form of a certified or bank cashier's check payable to the Owner or a bid bond executed by a bonding company acceptable to the Owner and licensed in the State of Washington on the form included with the Bidding Documents or on an acceptable and equivalent form. The Attorney-in-Fact who executes the bond on behalf of the surety shall be licensed to do business in the State of Washington and shall affix to the bond a certified and current copy of his/her Power of Attorney.
  - c. Retaining Bid Security: The Owner will have the right to retain the Bid security of Bidders to whom an award is being considered until the earliest of either (a) the Contract has been executed, and payment and performance bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or all Bids have been rejected.
  - d. Return of Bid Security: Within forty-five (45) days after the Bid Date, the Owner will release or return Bid securities to Bidders whose bids are not to be further considered in awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all unforfeited bid securities will be returned.

## **1B: BID PROTEST PROCEDURES**

1. Procedure: A Bidder protesting for any reason the Bidding Documents, a bidding procedure, the Owner's objection to the Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-responsibility, the award of the Contract or of any other aspect arising from or relating in any way to the bidding shall cause a written protest to be filed with the Owner within two (2) business days of the event giving rise to the protest and, in any event, no later than two (2) business days after the date upon which Bids are opened. (Intermediate Saturdays, Sundays, and legal holidays are not counted.) The written protest shall include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief

requested. The written protest shall be delivered to the Owner; Twin Transit at 212 E Locust Street, Centralia, WA 98531.

2. Consideration: Upon receipt of the written protest, the Owner will consider the protest. The Owner may, within three (3) business days of the Owners' receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Owner, the designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Owners' receipt of the protest. (If more than one protest is filed, the Owners' decision will be provided within six (6) business days of the Owners' receipt of the last protest.) If no reply is received from the Owner during the six- business-day period, the protest shall be deemed rejected.
3. Waiver: Failure to comply with these protest procedures will render a protest waived.
4. Condition Precedent: Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

### **1C: OTHER REQUIREMENTS**

1. Substantial and Final Completion: The Contract Documents contain the time available from the Notice to Proceed to Substantial and Final Completion. Submission of the Bid shall constitute the Bidder's representation that it is able to perform the Work within the times listed.
2. Liquidated Damages: The Contract Documents contain provisions for Liquidated Damages. Submission of the Bid shall constitute the Bidder's representation that it agrees to pay the Owner the listed liquidated damages for any late completion of the Work, and that the amount(s) of the liquidated damages are a reasonable estimate of the damages that would be incurred by the Owner for such delays.
3. L & I Fees: The State of Washington requires payment of fees for approval of "Statement of Intent to Pay Prevailing Wages" forms and "Affidavit of Wages Paid" forms. Payment of such fees is the responsibility of the Contractor. Include Certification of Compliance with Wage Payment Statutes form with Bid. Include Certification of Compliance with Wage Payment Statutes Form with Bid.
4. Other Provisions: The above paragraphs contain descriptions of some but not all of the provisions of the Contract Documents. Bidders should review in detail the Contract Documents themselves and not rely upon the above paragraphs in this article as complete or inclusive.

**SECTION 2: BID FORM**

Subject: Request for Proposal: Equipment  
Project: Supply of Hydrogen Compression, Storage, Dispensing (CSD) and Proton Exchange Membrane (PEM) Equipment  
Owner: Lewis Public Transportation Benefit Area d.b.a. Twin Transit  
Project Address: 1697 Bishop Rd  
Chehalis, WA 98532

Bidder full and legal name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Phone Numbers: Office – \_\_\_\_\_  
Fax – \_\_\_\_\_  
Mobile – \_\_\_\_\_

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

Registered to do business in the state of WA? (YES) (NO)

Contractor’s EMRRating: \_\_\_\_\_

If a Corporation, in which State is it located? \_\_\_\_\_

If Partnership or LLC, state full names of all Partners or Members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 1. Base Bid:
  - a. Bidder agrees to provide all the materials and labor as outlined in Section 3: Scope of Work and Specifications and to perform and complete the work for the Project for the Stipulated Price of:  
  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).
  - i. Bidder has included \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) for sales, use or excise tax in the price shown in (a) above.

b. Requested Option Price "B": - Bidder agrees to provide all the materials and labor as outlined in the Scope of Work and Specifications under Section 3A-3: Options.

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

i. Bidder has included \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) for sales, use or excise tax in the price shown in (c) above.

c. Schedule of Values:

Item	Quoted Price
Phase I CSD Equipment	
Phase I Electrolyzer Equipment	
Phase II Equipment	
Spare parts list CSD (annual estimate)	
Spare parts list electrolyzer (annual estimate)	
CSD estimated annual O&M costs	
PEM stack replacement/refurbishment cost	
PEM electrolyzer estimated annual O&M costs	
Other options priced per line item (i.e. installation, O&M, expansion, etc.)	

2. Any Alternate Pricing Options or Deviations from Project Specifications:  
 (please provide description and addition/deduction amount)

- a. \_\_\_\_\_  
 \_\_\_\_\_
- b. \_\_\_\_\_  
 \_\_\_\_\_

3. Acknowledgement of Addendums:

a. The following Addendums have been received. The modification to the Contract Documents noted therein have been considered and all cost thereto are included in the Bid Price.

Date	Addendum No.
_____	_____
_____	_____

4. Any Deviations from Project Specifications or Plans:  
(Please provide specification section and description)

a. Drawings Sheet No. or RFP Page No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Drawings Sheet No. or RFP Page No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If any additional deviations, please attach additional sheet.

5. Names of major Subcontractors:

Subcontractor Name	Project Role

6. Table 7: Proposed CSD System Specifications

	Metric	Value/Description	Unit
<b>System</b>	Capacity		kg/day
	Footprint of CSD + auxiliary equipment		m <sup>2</sup>
	Cooling System Medium/Description		-
	Dispenser details		
	Power requirements		-
<b>Compressor</b>	Minimum suction pressure		bar
	Noise		dB(A) @ 1m
	Throughput at min. storage pressure		kg/hr
	Throughput at max. storage pressure		kg/hr
	Manufacturer		-
	Type		-
<b>High-pressure storage</b>	Storage Footprint and Height (L x W x H)		m
	Storage Pressure (min/max)		bar
	Storage Volume		L (water volume)
	Tank type (Type 1, Type 2, Type 3, Type 4)		-

<b>Low-pressure storage</b>	Storage Footprint and Height (L x W x H)		m
	Storage Pressure (min/max)		bar
	Storage Volume		L (water volume)
	Tank type (Type 1, Type 2, Type 3, Type 4)		-

**7. Table 8: Proposed Electrolyzer System Specifications**

	<b>Metric</b>	<b>Value/Description</b>	<b>Unit</b>
<b>System</b>	Equipment Scope of Supply		Written description / boundary diagram
	Production Capacity		kg-H <sub>2</sub> /day
	Discharge pressure from electrolyzer		barg
	Discharge pressure from supply compressor		barg
	Procurement lead time		months
	Hydrogen Purity Specification		
	Number of Stacks		
	Total System Power Demand (including BOP)		MW
	Nominal Operating Range or Turndown Ratio		%
	Ramp Rate		% per second
	Potable water purity specification		
	Required Electrical Inputs		
	DI Water consumption		L/h

Electrical Consumption (Stack + BOP)		kWh/kg-H <sub>2</sub>
Estimated Stack Lifetime		Operating hours or years
Estimated System lifetime		years
System Footprint		m <sup>2</sup>
Control System Language		
Number of I/O Connections		
Included Safety Devices and Intrinsic Safety		

8. Based on contract award date of January 1, 2023, please note Contractor’s “bestguess” projected date for the following:

- a. Mobilization to site \_\_\_\_\_
- b. Functionality operational \_\_\_\_\_
- c. Final completion \_\_\_\_\_

9. Insurance Coverage:

Insurance Required	Twin Transit Requirements Contractor Coverage (Input Coverage Amount)
a. General Liability	
i. Per Occurrence	\$ 2,000,000 _____
ii. Per Aggregate	\$ 2,000,000 _____
b. Excess/Umbrella Liability	\$ 5,000,000 _____
c. Automobile Liability	\$ 1,000,000 _____
d. Pollution Legal Liability	\$ 2,000,000 _____
e. Professional Liability	\$ 2,000,000 _____
f. Worker’s Compensation	\$ 1,000,000 _____

10. In the event of changes in work necessitate a change in cost, the percentage applied for supervision, profit and overhead will be 29% for labor and 21% for equipment/materials. Note all changes will follow the Change Order Process.

11. We hereby submit the above Bid Proposal for the Supply of Hydrogen Compression, Storage, Dispensing (CSD) and Proton Exchange Membrane (PEM) Equipment located at Chehalis, WA as described in the Contract Documents.

12. Prevailing wage is required for all work performed on the Construction project. Prevailing Wage Requirements in Washington are as follows;

- Chapter 39.12 RCW requires local government contractors and subcontractors to pay prevailing wages to all workers for all public works and maintenance contracts, regardless of the dollar value of the contract. This includes:
  - Public works (RCW 39.04.010)
  - Building service maintenance – defined as janitors, waxers, shampooers, and window washers (RCW 39.12.020 and WAC 296-127-023)
  - Construction, reconstruction, maintenance, or repair (RCW 39.12.030)
  - Turn-key leases, rentals, or purchases (RCW 39.04.260)

- Off-site fabrication of non-standard items for a public works project (WAC 296-127-010(5)(b))

For more information on the prevailing wage requirements of this project please refer to the following website; <http://mrsc.org/getdoc/5000230f-9957-4dab-9172-fcba7d82160d/Purchasing-and-Bidding-Prevailing-Wage-Issues.aspx>

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

By: \_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Signature) (Date)

## **SECTION 3: SCOPE OF WORK & SPECIFICATIONS**

### **3A: Equipment Scope**

The list below outlines the scope, exclusions, and options for the station. The vendor proposal shall be presented in two phases.

**Phase 1** – At time of initial commissioning, the station shall be able to achieve a minimum 1000kg/day fueling profile as shown below in *Table 3. Phase 1 - 1000kg/day fueling profile*.

**Phase 2** – The station shall be able to achieve an additional ~1000kg/day production capacity with added ground storage and offloading equipment.

The proposal shall aim to minimize complexity and cost for a complete Phase 2 system.

#### ***3A-1: Inclusions***

The vendor proposal shall include, but not be limited by, the following requirements:

##### Phase 1:

1. Complete containerized outdoor PEM electrolyzer system capable of ~ 1000 kg/day
2. Redundant compressor system (minimum 2 compressors)
3. High-pressure cascade storage OR OEM approved direct-to-car compression
4. Min. 1000 kg usable storage
5. One Dispensers with a 70MPa Nozzle, plus rough in for 1 future 70MPa dispenser
6. One Dispenser with a 35MPa Nozzle, plus rough in for 1 future 35MPa dispenser
7. Control system with remote monitoring and access
8. Instrument air/N<sub>2</sub> system as required.
9. Hydrogen vent stacks (optimally configured to meet full phase 2 build-out)
10. Cooling units as required
11. Safety devices (e.g. PSVs, H<sub>2</sub> gas detectors)
12. Vendor is responsible for equipment certification as required by the local AHJ
13. Supporting design documentation, operating and maintenance manuals, drawings, and any documentation required to prove local regulatory compliance.

##### Phase 2:

1. Complete containerized outdoor PEM electrolyzer system capable of an additional ~1000 kg/day
2. Additional dispensing and associated compression equipment
3. Supply compressor for electrolyzer output
4. Min. additional 1000 kg usable minimum 45MPa storage
5. One Dispenser with an 70MPa Nozzle compatible with rough-in from phase 1
6. One Dispenser with a 35MPa Nozzle compatible with rough-in from phase 1
7. Integrated control system with remote monitoring and access
8. Safety devices (e.g. PSVs, H<sub>2</sub> gas detectors)
9. Vendor is responsible for equipment certification as required by the local JHA
10. Supporting design documentation, operating and maintenance manuals, drawings, and any documentation required to prove local regulatory compliance.

### **3A-2: Exclusions**

The vendor proposal shall exclude, but not be limited by, the following:

1. Site safety devices (e.g. Fire-eyes, external ESD pushbuttons)
2. Civil and structural work
3. Municipal permits
4. Utility permits
5. AHJ site registration

### **3A-3: Options**

At their discretion, the vendor may include the following items as options:

1. Field piping and electrical interconnections
2. POS (point-of-sale) system
3. Installation
4. Extended Warranty
5. O&M service considerations
6. Future expansion to LH2 storage

## **3B: Language**

All correspondence and documentation pertaining to this contract shall be in English.

## **3C: Project Management**

### **3C-1: Delivery Schedule**

The system will be verified for acceptance at the vendor's factory and supported by release documents. If a plant visit is not possible due to COVID-19 related travel and safety restrictions, an acceptable remote verification must be detailed by the vendor for Twin Transit and HTEC approval.

The vendor is responsible for delivering the complete system to site according to the initial project schedule below and to Carriage and Insurance Paid (CIP – INCOTERMS 2000). The system will be considered delivered upon acceptance at the site by a Twin Transit representative.

The schedule below is an anticipated rollout but may be subject to change.

**Table 2: Project Schedule – Phase 1 Only**

	2022				2023				2024			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Preliminary Engineering and RFQs												
Detailed Engineering & Equipment Procurement												
Construction and Commissioning												
Phase I Operation												

**3C-2: Project Updates**

The vendor shall assign a Project Manager (PM) upon award of the contract who will be the prime point of contact for Twin Transit. The PM shall provide regular updates to Twin Transit that include the following information:

- Assumptions, constraints, and risks
- Up-to-date project and delivery schedules
- Progress or changes made since last update as they pertain to design, organization, build, installation, commissioning, etc.
- Technical direction and clarifications on integration requirements

**3D: Design Considerations**

**3D-1: Fueling Profile**

The HRS will refuel two types of vehicles:

- Light Duty Vehicles with a typical fill mass of 5kg
- Heavy Duty Vehicles with a typical fill mass of 30kg

As such the HRS equipment must have H70 and H35 dispensing capabilities.

Table 3 shows a 1000kg/day scenario. Phase 1 must be met upon initial commissioning of the station. Simulation of proposed equipment meeting this demand will assist HTEC and Twin Transit with the selection process. It is understood that full capacity will not be required initially, and excess capacity will initially be met with off-loading to delivery trailers at approximately 450 bar.

**Table 3. Phase 1 - 1000kg/day fueling profile at full capacity (ideal, some adjustments may be required).**

Time of day	Number of Fills	GH2 Transferred (kg)	Fill Protocol	Vehicles
5:00	5	150	H35/H70 (HD)	HDV
6:00	5	150	H35/H70 (HD)	HDV
7:00	4	50	H70 (LD)	LDV
8:00	6	300	H70 (LD)	LDV
8:00	8	40	H70 (LD)	LDV
9:00	8	40	H70 (LD)	LDV
10:00	4	20	H70 (LD)	LDV
11:00	4	20	H70 (LD)	LDV
12:00	8	40	H70 (LD)	LDV
13:00	4	20	H70 (LD)	LDV
14:00	4	20	H70 (LD)	LDV
15:00	4	20	H70 (LD)	LDV
16:00	4	20	H70 (LD)	LDV
17:00	4	120	H35/H70 (HD)	HDV
18:00	4	120	H35/H70 (HD)	HDV
18:00	4	20	H70 (LD)	LDV
19:00	2	60	H35/H70 (HD)	HDV
19:00	4	20	H70 (LD)	LDV
20:00	4	20	H70 (LD)	LDV
21:00	4	20	H70 (LD)	LDV
22:00	2	10	H70 (LD)	LDV
23:00	2	10	H70 (LD)	LDV
24:00	2	10	H70 (LD)	LDV

### 3D-2: System Requirements

The below system requirements in **Table 4** compliment the fueling profile shown in *Section 3D-1: 3D-1: Fueling Profile*. The definitions below indicate the level of requirement in regard to the vendor’s offering.

**Shall:** is equivalent to **REQUIRED**, indicating that the definition is an absolute requirement.

**Shall Not:** indicates that it is an absolute prohibition of the specs.

**Should:** is equivalent to **RECOMMENDED** and means that there are valid reasons to ignore the requirement, but the implications need to be weighed.

**Should Not:** is equivalent to **NOT RECOMMENDED** and means that a behaviour may be acceptable or useful, but again, the implications need to be weighed.

**May:** means **OPTIONAL** and that the requirement is *truly* optional. Interoperability with different systems that may or may not implement an optional requirement must be done.

The vendor may ask for clarification if any of the requirements are not clear. Inquiries should be directed to [joe@twintransit.org](mailto:joe@twintransit.org). If a requirement cannot be met or is challenged by the vendor on the grounds that a parallel, equally suitable requirement is available, that may be extended to the Project Engineer as well.

**Table 4: System Requirements**

RFP Req. No.	System	Requirement
1	Hydrogen Storage (phase 1)	Hydrogen Storage shall have a capacity of no less than 1000kg available to dispense for Phase 1 (1000kg/d scenario).
2	Hydrogen Storage (phase 2)	Hydrogen Storage shall have capability to expand to 2000kg available to dispense for Phase 2 (2000kg/d scenario).
3	Hydrogen Storage	Hydrogen Storage shall be protected with a pressure relieving device.
4	System - Performance	The system shall be designed for a minimum operational life of fifteen (15) years given an operation of 351 days per year.
5	System - Performance	Station shall be able to dispense light duty 350kg (35%) GH2 at H70 T40 and heavy duty 650kg (65%) GH2 at H35/H70 during its daily operational hours for Phase 1.
6	System - Performance	Station shall be expandible up to 2000kg production and dispensing capacity for Phase 2.
7	System - Performance	Station shall complete H35 dispensing operation of 30kg Heavy Duty Vehicles in under 12 minutes.
8	System - Performance	Produced hydrogen must meet SAE J2719 purity requirements
9	System - Performance	Station shall be able to dispense GH2 at 35MPa and 70MPa per J2601 and J2601/2 via two separate nozzles
10	System - Performance	Station shall be capable of providing eight (8) 5-kg 70 MPa fills back-to-back in accordance with SAE International J2601/2.
11	System - Performance	Minimum peak fueling capacity should meet the following conditions: 1. Eight 5 kg H70 fills in 1 hour of which two are back-to-back; 2. Five 30 kg H35 fill in 1 hour; 3. Five 30 kg H70 fills in 1 hour (as close as possible)
12	System - Performance	Each fueling time shall not be longer than 5 minutes for Light Duty Vehicles filled to J2601.
13	System - Performance	Station should allow for a bumping (filling of ground storage) operation and a customer fill simultaneously.
14	System – Performance	The system shall be furnished with a supply compressor capable of compressing from electrolyzer outlet to the ground storage.
15	System - Validation and Verification	Station equipment shall demonstrate compliance with project performance requirements at a mandatory FAT and SAT.
16	System - Compliance	Station shall meet the regulatory requirements of the local authorities having jurisdiction.
17	System - Compliance	Station shall meet the requirements of SAE J2601:2021 "Fueling Protocols for Light Duty Gaseous Hydrogen Surface Vehicles".
18	System - Compliance	Station communications shall be available for H70 LDV fueling according to SAE J2799.
19	System - Electrical	All electrical wiring and equipment shall meet local code requirements.
20	System - Electrical	Wiring and equipment located in Hazardous Locations shall be appropriately certified for use in that specific location.

RFP Req. No.	System	Requirement
21	System - Electrical	All electrical equipment shall be certified as complying with the applicable electrical codes.
22	System - Non-functional	Piping and tubing shall be clearly labelled with its associated line number, process fluid and flow direction in accordance with ASME color coding.
23	System - Non-functional	Valves, fittings, gauges, and equipment used in the general operation of the station should be easily accessible by hand or necessary tools.
24	System - O&M	Station shall be tested if hydrogen lines are potentially exposed to contamination due to maintenance or other activity.
25	Environmental Conditions	Station equipment shall be suitable for the environmental conditions listed in the amendments to the International Building Code 2018.

### 3D-3: Code Compliance

The equipment shall ensure compliance with the latest revision of the following standards:

- SAE J-2601\_202005 - Fueling Protocols for Light Duty Gaseous Hydrogen Surface Vehicles
- SAE J-2601/2\_201409 – Fueling Protocol for Gaseous Hydrogen Powered Heavy Duty Vehicles
- SAE J-2799\_201912 - Hydrogen Surface Vehicle to Station Communications Hardware and Software
- ANSI/CSA HGV 4.3 - 2016 -Test methods for hydrogen fueling parameter evaluation
- ANSI/CSA HGV 4.1 - 2013 -Standard for Hydrogen Dispensing Systems
- ANSI/CSA HGV 4.4 - 2013 – Standard for Breakaway devices for compressed hydrogen dispensing hoses and systems
- ANSI/CSA HGV 4.9 - 2016 -Hydrogen Fueling Station Guidelines
- SAE J2719\_202003 'Hydrogen Fuel Quality for Fuel Cell Vehicle'
- ASME Section VIII-1 - Boilers, pressure vessels and pressure pipe code
- ISO 17268:2020 – Gaseous hydrogen land vehicle refueling connection devices
- ISO 19880-8:2019 – Gaseous hydrogen – Fueling stations – Part 8: Fuel quality control
- NFPA-2 2020 and CAN/BNQ 1784-000 Canadian Hydrogen Installation Code – recognized as a best practice document
- CGA G-5.4 – Standard for Hydrogen Piping Systems at Consumer Locations
- CGA G-5.5 – Standard for Hydrogen Vent Systems
- ASME 31.3 – Process Piping
- ASME B31.12 – Standard on Hydrogen Piping and Pipelines
- ASME Boiler and Pressure Vessel Code Section VIII – Pressure Vessels
- Any other local code requirements for the State of Washington and local municipality.

### 3D-4: Safety Functions

The CSD equipment will be designed to comply with all safety requirements built into SAE J-2601 and SAE J-2601-2 to protect all types of vehicle tank systems from overheating and over-pressurization.

The systems shall also include safety features, such as a safety disruption mechanism in the event of a vehicle's departure while connected (breakaway event), sophisticated leak monitoring, UV and/or smoke detection, self-contained shutdown systems, use of passive and active ventilation, gas detection and safety alarms. Spare I/O shall be included for implementation of Twin Transit's field devices.

### **3E: Commissioning**

#### ***3E-1: FAT & SAT***

The vendor shall conduct a Factory Acceptance Test (FAT) for each system prior to its delivery and the corresponding certificates of conformance shall be provided to HTEC and Twin Transit. An HTEC and Twin Transit representative shall be invited to witness the FAT and review FAT fill data as per ANSI/CSA HGV 4.3 - 2016.

The vendor shall also be present during installation and conduct a Site Acceptance Test (SAT) to commission and validate performance of the system. Certificates for proper installation and commissioning shall be provided to HTEC and Twin Transit.

#### ***3E-2: Training***

The vendor shall instruct Twin Transit's chosen operations group in the operation and maintenance of the system; both the vendor and Twin Transit shall agree that Twin Transit's service provider are fully capable of operating and maintaining the system before it is handed over. If further instruction is required, Twin Transit shall have the option of additional training services, at the agreed rate, up to a maximum of 6 months from handover.

#### ***3E-3: Spares and Special Tools***

The vendor shall provide a list of the spares required to sustain operation of the CSD system for approximately 24 months with the following information:

- Price and lead time for each item
- Long lead time (>6 months) items
- Storage precautions and shelf-life for each item

All spare parts used during commissioning shall be replaced by the vendor.

The vendor shall provide all special tools (two of each) required for operation and maintenance of the CSD systems.

#### ***3E-4: Warranty***

In the event of an operational or performance issue, Twin Transit shall have the option to request the vendor send representatives to site to supervise employees in the operation and maintenance of the system at any time during the warranty period.

Vendor should present their best warranty offering.

### **3F: Quality**

#### ***3F-1: Quality Plan***

The vendor shall provide a quality plan to be reviewed and approved by HTEC and Twin Transit as part of the proposal. The completed quality plan shall be signed off by the vendor after installation and commissioning and be provided to HTEC and Twin Transit for final approval.

The guiding principles behind the quality plan should ultimately facilitate evidence such as parts level documentation demonstrating complete code and regulatory compliance, complete safety system details, good manufacturing practices, and good engineering principles.

#### ***3F-2: Turn-over Package (TOP)***

A complete turn-over package with all record drawings, manuals, test certificates, preventative maintenance information and other quality documentation shall be provided to Twin Transit after successful commissioning of the system. As part of the proposal, the vendor shall include a detailed list of documentation that will be provided.

### **3G: Specific Experience**

The vendor shall include the following information in the proposal.

- General company information
- Description of similar completed projects
- Resumes and references of project team, including Project Manager and Design Engineer
- Contact information of past and current customers
- Detailed project schedule which attempts to align with the timeline outlined in Table 2

### **3H: Cost**

The vendor shall provide budgetary pricing for the proposed system and the supporting tasks in U.S. dollars. Final terms and pricing will be discussed with the successful vendor.

Prices are to be quoted Carriage and Insurance Paid (CIP), destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by Twin Transit, import duties, brokerage, royalties, handling, overhead, profit, and all other similar costs are to be included in the quoted price.

The quoted price will be considered a maximum price.

**Table 5: Quoted Prices**

Item	Quoted Price
Phase I CSD Equipment	
Phase I Electrolyzer Equipment	
Phase II Equipment	
Spare parts list CSD (annual estimate)	
Spare parts list electrolyzer (annual estimate)	
CSD estimated annual O&M costs	
PEM stack replacement/refurbishment cost	
PEM electrolyzer estimated annual O&M costs	
Other options priced per line item (i.e. installation, O&M, expansion, etc.)	

### **3I: Health, Safety, and Environment Considerations**

The vendor must provide evidence that they are able to comply with the following requirements:

- For on-site work the Vendor shall agree to comply fully with their responsibilities under all Occupational Health and Safety and Environmental Legislation; with hiring client policies and procedures, and with Twin Transit's Safety Management System (SMS) requirements.
- For on-site work the Vendor will have programs that are at least equivalent to WorkSafe BC's best practices for drug and alcohol polices, new worker training, and identification and control of workplace hazards.

**3J: Assisting Information**

Proposals will be evaluated to determine the best value against, but not limited to and in no order, the following criteria:

- Compliance with RFP
- Price and schedule
- Successful performance on projects of similar scope

In addition, the Proposal will be scored using the categories and weights listed in Table 6.

**Table 6: Scoring Categories and Weights**

<b>Category</b>	<b>Weight</b>
Company Overview	5%
Experience and Qualifications	15%
System Technical Specifications and Proposed Design	30%
Pricing and Payment Terms	40%
O&M Considerations	10%
TOTAL	100%

Twin Transit also requests that the vendor complete Table 7 and Table 8 below according to the proposed equipment to better assist the selection process.

**Table 7: Proposed CSD System Specifications**

	<b>Metric</b>	<b>Value/Description</b>	<b>Unit</b>
<b>System</b>	Capacity		kg/day
	Footprint of CSD + auxiliary equipment		m <sup>2</sup>
	Cooling System Medium/Description		-
	Dispenser details		
	Power requirements		-
<b>Compressor</b>	Minimum suction pressure		bar
	Noise		dB(A) @ 1m
	Throughput at min. storage pressure		kg/hr
	Throughput at max. storage pressure		kg/hr
	Manufacturer		-
	Type		-
<b>High-pressure storage</b>	Storage Footprint and Height (L x W x H)		m
	Storage Pressure (min/max)		bar
	Storage Volume		L (water volume)
	Tank type (Type 1, Type 2, Type 3, Type 4)		-
<b>Low-pressure storage</b>	Storage Footprint and Height (L x W x H)		m
	Storage Pressure (min/max)		bar
	Storage Volume		L (water volume)
	Tank type (Type 1, Type 2, Type 3, Type 4)		-

**Table 8: Proposed Electrolyzer System Specifications**

	<b>Metric</b>	<b>Value/Description</b>	<b>Unit</b>
<b>System</b>	Equipment Scope of Supply		Written description / boundary diagram
	Production Capacity		kg-H <sub>2</sub> /day
	Discharge pressure from electrolyzer		barg
	Discharge pressure from supply compressor		barg
	Procurement lead time		months
	Hydrogen Purity Specification		
	Number of Stacks		
	Total System Power Demand (including BOP)		MW
	Nominal Operating Range or Turndown Ratio		%
	Ramp Rate		% per second
	Potable water purity specification		
	Required Electrical Inputs		
	DI Water consumption		L/h
	Electrical Consumption (Stack + BOP)		kWh/kg-H <sub>2</sub>
	Estimated Stack Lifetime		Operating hours or years
	Estimated System lifetime		years
	System Footprint		m <sup>2</sup>
Control System Language			

	Number of I/O Connections		
	Included Safety Devices and Intrinsic Safety		

## **SECTION 4: CONTRACTOR SAFETY RULES**

The following rules outline the safety guidelines, policies & procedures that are to be followed by every contract employee present on Lewis Public Transportation Benefit Area a.k.a. Twin Transit property. Failure to follow these rules may result in cancellation of the contract.

1. Contractor personnel must follow all plant safety regulations and procedures, including emergency evacuations. Review these procedures with facility management before beginning work. Compliance with all regulatory standards is required.
2. Contractor must coordinate construction schedules with facility management.
3. Any change in construction method and/or schedule requires prior approval of facility management.
4. Contractor must follow facility check in/sign in procedures.
5. Absolutely NO SMOKING is permitted in or around this facility except in designated areas.
6. Contractor personnel are not permitted in any part of the facility beyond their designated work areas without proper authorization.
7. Personal Protective Equipment (PPE) must be provided to all contracted employees pursuant to 1910.132
8. All work areas and “attractive nuisances” must be barricaded and
  - a. “Attractive nuisances” are defined as, but not limited to, open pit holes, trenches and/or excavations, access to ladders or stairways, keys left in vehicles, compressed gas bottle storage.
  - b. Barricades must be substantial enough to adequately prevent all reasonably foreseeable unauthorized entry attempts.
  - c. Areas must be visibly marked as “Authorized Access Only.”
  - d. Review the barricade method with facility management and safety representative.
  - e. All excavation cuts greater than 4 vertical feet must be barricaded or sloped.
  - f. Elevated work areas, areas around pits, holes, trenches, etc. must be barricaded using the following method:
    - i. Blaze orange mesh fence or equivalent.
    - ii. Upright posts every six feet, with fencing securely attached.
    - iii. Fencing attached to posts in manner that prevents lifting of fence.
    - iv. Fence placed three feet from edge of drop, unless physically not possible.
    - v. Each vertical post must be signed with “DANGER-FALL HAZARD-STAYBACK.”
9. Contractor personnel must not use man-lifts without special training and authorization by facility management.
10. Contractor is required to follow the rules and regulations on crane safety as found in the Federal Register Part II, Department of Labor, Occupational Safety and Health Administration, 29 CFR Part 1926, Cranes and Derricks in Construction; Final Rule.
  - a. Visit website for further details: [http://www.osha.gov/FedReg\\_osha\\_pdf/FED20100809.pdf](http://www.osha.gov/FedReg_osha_pdf/FED20100809.pdf)
11. Contractor is required to follow rules and regulations on roofing work on low-slope roofs as found in 29 CFR Part 1926, Roofing Work on Low-slope Roofs and 29 CFR Part 1926, Steep Roofs.
12. Welding, cutting, or other hot work is not permitted in this facility except under special circumstances.
  - a. Contractor must review the facility’s written hot work program and obtain a Hot Work Permit signed by the facility management.
  - b. Facility management and Contractor must inspect the area where hot work will take place and make sure housekeeping is suitable.
  - c. A minimum two-hour fire watch must be posted after the hot work is completed. (Circumstances may vary and the fire watch could be longer.)
13. All electrical equipment and tools used inside the facility must be appropriate for the location. Only intrinsically safe equipment is allowed in every Class 2 location, unless the area is offline, and no dust

is present.

- 14. Contractor must have approval to store and/or use hazardous materials, including solvents and other flammable materials. A Hazard Communication/Employee Right-to-Know program, Material Safety Data Sheets and an inventory of any hazardous materials must be provided to the facility management.
- 15. Contractor and location Safety Representative will review the locations of all permit-required confined spaces. If Contractor performs work in any permit-required confined space, he/she must provide a copy of their written permit-required confined space program and employee training records. All entry into permit-required spaces will be performed only after a permit is issued. (Exception: New construction grain bins that do not have any equipment active that will introduce grain or power augers or other built-in equipment inside of the bin.)
- 16. Reducing liability exposures on unattended sites is critical for a safe working site and for the best interest of all Contractors. At the end of each day and during extended periods of absence, Contractor is responsible to make sure the construction site is left in a safe, clean condition and unexposed to any "attractive nuisances".
  - a. Debris must be cleaned up and removed on a daily basis.
  - b. All tools, equipment, vehicles, ladders, and other equipment shall be stored in a safe manner and location.
- 17. All equipment guarding and covers must be replaced immediately upon completion of work. The lockout/tagout method must be enforced while guards are removed. Contractor must have a written lockout/tagout program and employee training records.

\* Contractor must attend a detailed review of the complete safety guidelines, policies & procedures presented by the safety specialist via webinar or pre-construction meeting prior to the beginning of construction.

\*\*For any questions or requests pertaining to this section, please contact:

Joe Clark  
 Executive Director of Transit Service  
 Twin Transit  
 212 E. Locust Centralia WA 98532  
 Business: (360) 330-2072  
 Mobile: (360) 880-7177  
 Email: [joe@twintransit.org](mailto:joe@twintransit.org)

*I have been informed of the above safety information and it has been discussed with me. I understand that failure to follow any of the above rules may result in cancellation of the contract and immediate removal from the property.*

Contractor CompanyName: \_\_\_\_\_

By: \_\_\_\_\_  
 (Printed Name) (Title)

\_\_\_\_\_  
 (Signature) (Date)

Owners Representative: Twin Transit

By: \_\_\_\_\_  
 (Printed Name) (Title)

\_\_\_\_\_  
 (Signature) (Date)

## **ATTACHMENT A: RESPONSIBILITY CRITERIA**

1. **Bidder Responsibility Criteria:** Pursuant to RCW 39.04.350(1) the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. Each Bidder shall submit the attached Mandatory Bidder Responsibility Checklist with its bid demonstrating compliance with the following mandatory bidder responsibility criteria:
  - a. At the time of bid submittal, have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW;
  - b. Have a current Washington Unified Business Identifier (UBI) number;
  - c. If applicable (if not applicable state why):
    - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW;
    - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - e. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
  - f. Until December 31, 2013, not have violated RCW 39.04.370 more than one time as determined by the Department of Labor and Industries.
2. Documentation: Each Bidder shall complete the "Mandatory Bidder Responsibility Checklist" ("FORM A", attached) at the end of this section and submit the Checklist as part of bidder's bid.
3. Supplemental Bidder Responsibility Criteria: In addition to the mandatory bidder responsibility criteria referenced above, each bidder must also meet the following supplemental bidder responsibility criteria applicable to this Project. Each bidder must submit WITH ITS BID a list of projects meeting the requirements of Section B.2.A below on the "Bidder Experience Form," (FORM B, attached) at the end of this Attachment A. The Owner reserves the right to request additional documents verifying any Bidder's compliance with both the experience criteria and responsibility criteria after bid opening. The Owner's request will be provided to the Bidder and such requested documents shall be provided to the Owner within forty-eight (48) hours of receiving the Owner's written request or within such other time as determined at the Owner's sole discretion.
  - a. **Business Status:**
    - i. Criterion: The Bidder shall not be "inactive" or "not in good standing" with the Washington State Secretary of State's Office, the Department of Revenue or the Department of Labor & Industries.
    - ii. Possible Documentation: Provide documented information from the Washington State Secretary of State's Office, the Department of Revenue and/or the Department of Labor & Industries providing the date of incorporation or formation, the state of incorporation or formation, that the Bidder is active and in good

standing in the State of Washington, State of Washington tax reporting number, and the name and address of the registered agent, general partner or managing member.

**b. Completion of Similar Projects:**

- i. Criterion: The Bidder shall have successfully completed a minimum of three (3) projects of similar size, value and/or scope within the five (5) year period immediately preceding the bid date of this Contract. The experience of either the Bidder or the Bidder's subcontractors from previous projects may be used for meeting this requirement. If any experience of the Bidder's previous subcontractors is used, then the Bidder shall also utilize a subcontractor to perform all similar work on this Contract. In that case, the Bidder shall make additional submittals for their currently- proposed subcontractor in accordance with Section B.4.A. Projects will be considered to be similar only if all of the following conditions are met:

In evaluating whether the projects were "successfully completed," the Owner may check owner references for the previous projects and may evaluate the owners' assessment of the Bidder performance, including but not limited to the following areas:

- Quality control;
- Safety record;
- Timeliness of performance;
- Use of skilled personnel;
- Management of subcontractors;
- Availability of and use of appropriate equipment;
- Compliance with contract documents;
- Management of submittals process, change orders, and close-out.

- ii. Documentation: Each Bidder shall submit a list of projects meeting the criteria listed in B.2.A. above. The list shall be submitted as part of the Bidder's bid. The information about each project shall include the following:

- Owner's name and contact information for the owner's representative;
- Awarded contract amount and final contract amount;
- A description of the scope of the project and how the project is similar to this project;
- Whether or not any subcontractors were used.
- The Bidder's assessment of its performance of each project, including but not limited to the following:
  - Quality control;
  - Safety record;
  - Timeliness of performance;
  - Use of skilled personnel;
  - Management of subcontractors;
  - Availability of and use of appropriate equipment;
  - Compliance with contract documents;
  - Management of submittals process and change orders.

**c. Insurance:**

- i. Criterion: The Bidder shall be able to fully comply with the insurance requirements set forth in the Invitation to Bid and Project Manual.
- ii. Possible Documentation: Provide the Owner with the types and amounts of insurance and related endorsements set forth in the Invitation to Bid and Project Manual.

**d. Subcontractor Experience and Proficiency:**

- i. 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 and suitable experience and proficiency of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also responsible subcontractors.

The Bidder may utilize the experience of subcontractors from previous projects to meet the experience requirements for similar work on this project. In that case, the required subcontractor for this project shall have successfully completed a minimum of three (3) projects of similar size and scope within the five (5) year period immediately preceding the bid date of this Contract.

Projects will be considered to be similar only if all of the following conditions are met:

In evaluating whether the projects were "successfully completed," the Owner may check owner references for the previous projects and may evaluate the owners' assessment of the subcontractor's performance, including but not limited to the following areas:

- Quality control;
- Safety record;
- Timeliness of performance;
- Use of skilled personnel;
- Availability of and use of appropriate equipment;
- Compliance with contract documents;

The Owner reserves the right to require the Bidder to replace unqualified or unacceptable subcontractors based upon lack of experience, lack of financial or technical capabilities, poor past performance on similar projects including but not limited to significant claims or defaults on previous projects indicating poor management practices. Failure of the Bidder to agree to replace such subcontractors shall be the basis to reject Bidder as not responsible.

- ii. Documentation: Submit a copy of the Bidder's standard subcontract form for review by the Owner, submit a list of experience, personnel, and financial information for significant subcontractors. Submit a written summary of Bidder's procedure for verifying the responsibility and compliance of Bidder's subcontractors.

Each Bidder using the experience of previous subcontractors to meet the experience requirements shall submit a list of projects for their currently- proposed subcontractor meeting the criteria listed in B.4.A. above. The list shall be submitted as part of the Bidder's bid. The information about each project shall include the following:

- Owner's name and contact information for the owner's representative;
- Dollar amount of original subcontract;
- Final subcontract amount;
- A description of the scope of the project and how the project is similar to this project;
- The Bidder's assessment of its performance of each project, including but not limited to the following:
  - Quality control;
  - Safety record;
  - Timeliness of performance;
  - Use of skilled personnel;

- Availability of and use of appropriate equipment;
- Compliance with contract documents;

**e. Subcontractor Responsibility:**

- i. The Successful Bidder 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. Upon request of the Owner, the successful Bidder shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. In addition to the criteria listed below, this Contract may contain additional experience requirements for Subcontractors in the Technical Provisions. The requirements of this section apply to all subcontractors regardless of tier.
- ii. At the time of subcontract execution, the Successful Bidder shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - (1) Have a current certificate of registration 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) Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - (b) A Washington Employment Security Department 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).
  - (5) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
  - (6) Until December 31, 2013, not have violated RCW 39.04.370 more than one time as determined by the Department of Labor and Industries.
- iii. Possible Documentation: The Owner reserves the right to request verification of subcontractor responsibility and may request that the successful bidder have all proposed subcontractors complete a "Mandatory Responsibility Checklist" Form A at the end of this section and submit it for some or all of its subcontractors prior to award and execution of the Contract. Failure to submit any such requested documentation may result in rejection of the Bidder as not responsible under RCW 39.04.350.

**f. References:** The Owner may conduct reference checks on the apparent bidder whose bid is under consideration for award. In the event that information obtained from the reference checks:

- Reveals that the bidder does not meet the Mandatory or Supplemental Bidder Responsibility Criteria; or
- Indicates concerns about the bidder's performance on projects identified as meeting the Supplemental Bidder Responsibility Criteria, which may include, but not be limited to the quality of construction, the bidder's management of subcontractors, responsibility of subcontractors used by Bidder, timeliness of required submittals, and safety record on the project; or
- Indicates other concerns about the bidder's ability to successfully perform the work,

the Owner shall have the right to determine that the bidder is not a responsible bidder. Prior to making such a determination that a bidder is not responsible based on information received through reference checks, the Owner may discuss with the bidder the information obtained from the references and provide the bidder with the opportunity to offer explanations that may help inform whether the Owner declares the bidder not responsible.

In conducting reference checks, the Owner may include itself as a reference if the bidder has performed work for the Owner, even if the bidder did not identify the Owner as a reference.

If the Owner determines the bidder is not a responsible bidder, subject to following the requirements of the appeal process (see below), the Owner may award the contract to the next lowest bidder who meets these Supplemental Bidder Responsibility Criteria.

- g. Failure to Submit Documentation:** If a bidder fails to submit any documentation required by the bidding documents to demonstrate compliance with the Mandatory and Supplemental Bidder Responsibility Criteria within the time period specified in the bidding documents, the Owner may:
- Find the bidder not responsible, or
  - Find the bidder responsible based upon any available information that demonstrates that the bidder meets the Mandatory and Supplemental Bidder Responsibility Criteria.
- h. Procedure to Request Modification of Supplemental Bidder Responsibility Criteria:** During the bidding period, but not later than five (5) business days before the bid submittal deadline, a potential bidder may request that the Owner modify the supplemental bidder responsibility criteria. The Owner shall evaluate any such requests, and if a decision is made by the Owner in its sole discretion to modify the criteria, such modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. If the Owner determines not to modify the supplemental criteria, the Owner shall notify the requesting bidder of its decision in writing.
- i. Appeal of Determination that Bidder does not Meet Responsibility Criteria:** If the Owner determines that a bidder does not meet the Mandatory or Supplemental bidder responsibility criteria and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Owner's determination by presenting additional information in writing to the Owner. The Owner will consider the additional information before issuing its final determination in writing. If the final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received written notice of the final determination. For the purposes of this subsection, the date of the Owner's transmission of the Owner's determination(s) by facsimile or electronic mail to the bidder at the facsimile number or e-mail address provided by the bidder in its bid shall constitute the date of receipt by the bidder of the written notices provided for herein.

**MANDATORY BIDDER RESPONSIBILITY CHECKLIST – FORM A**

<b>General Information</b>	
Project Name:	Project Number:
Bidder's Business Name:	Bid Submittal Deadline:
<b>Contractor Registration –</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
<b>Contractor and Plumber Infraction List –</b> <a href="http://www.lni.wa.gov/tradeslicensing/contractors/hirecon/infractions/">http://www.lni.wa.gov/tradeslicensing/contractors/hirecon/infractions/</a>	
Is Bidder on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Current UBI Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage –</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number –</b>	
Employment Security Department Number:	
<b>State Excise Tax Registration Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Not Disqualified from Bidding –</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Checked by:</b>	
Name of Employee:	Date:

**BIDDER EXPERIENCE SUMMARY – FORM B**

**Project No. 1**

Project Name: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact For Owner: (Include Name and Phone No.) \_\_\_\_\_  
\_\_\_\_\_

Awarded Contract Amount: \$ \_\_\_\_\_  
Final Contract Amount: \$ \_\_\_\_\_  
Completion Date: \_\_\_\_\_

**Project No. 2**

Project Name: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact For Owner: (Include Name and Phone No.) \_\_\_\_\_  
\_\_\_\_\_

Awarded Contract Amount: \$ \_\_\_\_\_  
Final Contract Amount: \$ \_\_\_\_\_  
Completion Date: \_\_\_\_\_

**Project No. 3**

Project Name: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact For Owner: (Include Name and Phone No.) \_\_\_\_\_  
\_\_\_\_\_

Awarded Contract Amount: \$ \_\_\_\_\_  
Final Contract Amount: \$ \_\_\_\_\_  
Completion Date: \_\_\_\_\_

## **ATTACHMENT B: WA STATE PREVAILING WAGE RATES**

- WASHINGTON STATE PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS – LEWIS COUNTY (refer to the applicable wage rates on the L&I website <https://secure.lni.wa.gov/wagelookup/> as of November 30, 2022).
- Prevailing wage is required for all work performed on the Construction project. Prevailing Wage Requirements in Washington are as follows;
  - Chapter 39.12 RCW requires local government contractors and subcontractors to pay prevailing wages to all workers for all public works and maintenance contracts, regardless of the dollar value of the contract. This includes:
    - Public works (RCW 39.04.010)
    - Building service maintenance – defined as janitors, waxers, shampooers, and window washers (RCW 39.12.020 and WAC 296-127-023)
    - Construction, reconstruction, maintenance, or repair (RCW 39.12.030)
    - Turn-key leases, rentals, or purchases (RCW 39.04.260)
    - Off-site fabrication of non-standard items for a public works project (WAC 296-127- 010(5)(b))

**GENERAL TERMS**

1. **CHANGES.** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the General Manager or authorized Buyer.
2. **HANDLING.** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY.** For any exception to the delivery date as specified on this order, Contractor shall give prior notification and obtain written approval thereto from the General Manager or authorized Buyer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor. Contractor shall retain full risk of loss for all items until items are fully installed and operational. For purposes of risk of loss, items and products are not considered “delivered” until they are fully installed and operational.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES.** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS.** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination to the following address:

Twin Transit  
212 E. Locust St.  
Centralia, WA 98531

Where shipping addresses indicate room numbers it will be up to the Contractor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Contractor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on

the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.

6. REJECTION. All goods or materials purchased herein are subject to approval by the Twin Transit. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Contractor 's risk and expense.
7. IDENTIFICATION. All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. INFRINGEMENTS. Contractor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. WARRANTIES. Contractor warrants that all units, supplies, products, goods, equipment, and other items supplied as a part of or related to this project conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose. All items purchased by Twin Transit as a part of or related to this project shall be fully warranted and guaranteed, with all warranties provided to Twin Transit at time of purchase. Similarly, all work performed and all services provided as a part of or related to this project shall be fully warranted and guaranteed.
10. ASSIGNMENTS. The provisions or moneys due under this contract shall only be assignable with prior written consent of the General Manager or authorized Buyer.
11. TAXES. Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Contractor shall be made for federal excise taxes, and the Purchaser agrees to furnish Contractor, upon acceptance of articles supplied under this order with an exemption certificate.
12. LIENS, CLAIMS AND ENCUMBRANCES. Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

APPENDIX A: TWIN TRANSIT GENERAL CONTRACT TERMS & CONDITIONS

13. RISK OF LOSS. Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and installation. Items and products will be considered “delivered” when they are installed and fully operational at the project site and shall not be considered delivered until they are fully installed and operations. Any loss, damage, injury, or destruction shall not release Contractor from any obligation hereunder.
14. HOLD HARMLESS. Contractor shall protect, indemnify, and save Twin Transit harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Contractor , his employees, agents or subcontractors howsoever caused.
15. PRICES. If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. TERMINATION. In the event of a breach by Contractor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Contractor. Contractor shall be liable for damages suffered by the Purchaser resulting from Contractor 's breach of contract.
17. NONDISCRIMINATION AND AFFIRMATIVE ACTION .The Contractor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services. It is further understood that any Contractor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from Twin Transit unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. ANTI-TRUST. Contractor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Contractor hereby assigns to the Purchaser any and all claims for such overcharges.
19. DEFAULT. The Contractor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Contractor, and the

Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Contractor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Lewis County.

20. **BRANDS.** When a special brand is named, it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Contractor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

**Notwithstanding and without limiting the above terms, the parties agree to be bound by the following terms and conditions:**

#### **PART 1: INSURANCE**

1. **INSURANCE.** General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by Twin Transit and provide evidence satisfactory to Twin Transit that such insurance has been procured. Review of the Contractor's insurance documentation by Twin Transit, and Contractor's maintenance of the required insurance shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit Twin Transit's recourse to any remedy available at law or in equity. Contractor shall be responsible for payment of all deductible amounts as part of the insurance policies. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall have included in its bid the cost of all insurance and bond costs required by the Contract Documents to complete the base bid work and all Additives and Alternates.
- 1.1 **Terms of Insurance Coverage.** Twin Transit reserves the right to supplement insurance requirements up to the time of commencement of the project and during the pendency of the project should circumstances change in a manner that, in Twin Transit's judgment, necessitates supplemental insurance requirements. In addition to any other requirements set forth herein, Contractor shall maintain the following insurance coverage during the Work.
- a. **General Liability Insurance:** Commercial General Liability (CGL) on ISO Occurrence Form CG 00 01 04 13 or most current edition or the equivalent endorsement form and the Contractor shall provide such endorsement to Twin Transit. Coverage shall include, but not be limited to:

- i. Completed operations/products liability;
  - ii. Products completed operations (through guaranty period)
  - iii. Broad form property damage, explosion, collapse, and underground property damage (XCU) when the Project includes any blasting, excavating, digging, burrowing, filling, backfilling, moving, bulldozing, trenching, cutting, ditching, drilling, grading, paving, pile driving, or underground operations or similar operations. (There shall be no endorsement or modification of the CGL insurance limiting any liability arising from XCU)
  - iv. Employer's liability coverage/stop gap liability;
  - v. Premises and operations
  - vi. Independent contractors and subcontractors;
  - vii. Personal injury and advertising injury;
  - viii. Liability assumed under an insured contract;
  - ix. Personal injury with employee exclusion deleted
  - x. Employers liability (Stop Gap)
- b. Automobile Liability Insurance: Coverage for all owned, non-owned and hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 10 13 or most current edition or the equivalent endorsement form. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- c. Workers' Compensation coverage: Contractor shall comply with the Washington State Industrial Insurance Act (Title 51 RCW). The Contractor shall maintain Worker's Compensation Insurance as required by State or Federal statute, for all of employees to be engaged in work on the Project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance and/or Longshore and Harbor Worker's Insurance for all of the latter's employee's engaged in such work. The Contractor's Labor & Industries account number shall be noted on the Certificate of Insurance.
  - i. In the event any class of employees engaged in the work under this Contract is not covered under Worker's Compensation insurance or Longshore and Harbor Worker's insurance as required by State and Federal statute, the Contractor shall maintain and cause each subcontractor to maintain Employer's Liability Insurance for limits of at least \$1,000,000 each employee for disease or accident, and shall furnish Twin Transit with satisfactory evidence of such.
  - ii. The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of Twin Transit's or engineer's personnel in conducting construction review of the Contractor's performance is not to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding, or

trenching, or safety measures in, on, or near the construction site. The Contractor shall provide safe access for Twin Transit and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

- d. The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act, (WISHA), RCW 49.17, and otherwise.

1.2 **Insurance to protect for the following.** All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.

- a. The contractual coverage of the Contractor's policy shall be sufficiently broad enough to insure the provisions of the HOLD HARMLESS AND INDEMNIFICATION AGREEMENT of this contract.

- b. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this contract.

1.3 **Twin Transit as Additional Insured.** All insurance coverages shall name the Lewis Public Transportation Benefit Area, "Twin Transit," as an additional insured with respect to liability arising out of work performed by Contractor, and an additional insured endorsement to the General Liability and Automobile Liability policies must be provided to Twin Transit (ISO CG 20 10 04 13 or CG 20 33 04 13 or most current edition or the equivalent endorsement form) and Completed Operations (GG 20 37 04 13 or most current edition or the equivalent endorsement form). All insurance coverages shall be endorsed to be primary and non-contributory with any insurance maintained by Twin Transit, provide a waiver of any rights of subrogation against Twin Transit, and contain a severability of interest provision in favor of Twin Transit, and all insurance documentation shall evidence full compliance with the above enumerated requirements. The insurance policies shall specifically name Twin Transit, its elected or appointed officers, officials, employees, agents and volunteers as insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the contractor; or (b) products and completed operation of the Contractor, or (c) premises owned, leased or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the contract. Blanket endorsements including additional insureds as required by contract or agreement will not be accepted. The Contractor's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by Twin Transit.

- 1.4 **Subcontractors:** The Contractor shall include all subcontractors at any tier as additional insureds and ensure that the Contractor's coverage of subcontractors under the Contractor's policies is not excluded by any policy provision or endorsement. Alternatively, the Contractor shall obtain from each subcontractor not insured under the Contractor's policy or policies of insurance, evidence of insurance meeting all the requirements of the Contract Documents.
- 1.5 **Coverage Limits.** Insurance amounts: The Contractor shall maintain not less than the following coverage amounts:
- A. Commercial General Liability Insurance: \$2,000,000 each occurrence for Bodily Injury and Property Damage, \$2,000,000 Annual General Aggregate.
    - a. \$2,000,000 Annual Aggregate for Completed Operations and Products Liability.
  - B. Automobile Liability Insurance: \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.
  - C. All other policies shall be at amounts set forth by Twin Transit.
- 1.6 **Insurance Coverage Certificates.**
- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Twin Transit a completed and signed certificate of insurance for the required insurance types and amounts and the required endorsements. The certificate of insurance shall list the project name, project number, and the following as the certificate holder: Lewis Public Transportation Benefit Area, "Twin Transit", 212 E. Locust Street, Centralia, WA, 98531. Insurance carriers providing insurance in accordance with the Contract Documents shall have an A.M. Best rating of A:VII or better and the ratings shall be indicated on the insurance certificates.
  - B. Policies and endorsements required: Twin Transit reserves the right to request, and the Contractor must submit, certified copies of any and all insurance policies and endorsements relating to the Contract.
  - C. List Project info: All insurance certificates shall name Twin Transit's Project number and Project title.
  - D. Cancellation provisions: The Contractor shall provide to Twin Transit and all Additional Insureds for the Work with written notice of any policy cancellation, material alteration or amendment, reduction, restriction, or modification, within two business days of the Contractor's receipt of such notice.
- 1.7 **Payment and Performance Conditions for bonds:** If applicable, the Contractor shall furnish a separate Payment Bond and Performance Bond, each for 100% of the Contract Award Amount, plus state sales tax.
- 1.8 **When alternative bonds required:** Contractor shall promptly furnish acceptable payment and performance bonds from an alternative surety as required to protect Twin Transit and persons supplying labor or materials required by the Contract

Documents if:

- A. Twin Transit has a reasonable objection to the surety; or
- B. The surety is adjudged bankrupt or becomes insolvent, or its right to do business is terminated; or
- C. Any surety fails to furnish reports on its financial condition if required by Twin Transit.

- 1.9 **Insurance for Products Purchased Through Contract.** Notwithstanding the above requirement, all products, equipment, supplies, materials, purchased as a part of this project shall be insured at all times in the full amount of the value of products.

**[END OF PART 1]**

## PART 2: TIME AND SCHEDULE

2.1 Progress and Completion. Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, and achieve completion within the Contract Time.

Twin Transit's right to Suspend Work for Convenience.

- A. Twin Transit may suspend Work: Twin Transit may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.
- B. Compliance with suspension; Twin Transit's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Twin Transit shall either:
  - 1. Cancel the written notice suspending the Work; or
  - 2. Terminate the Work covered by the notice as provided in the termination provisions.
- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Equitable Adjustment for suspensions: At Twin Transit discretion, Contractor may be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension.

Twin Transit's Right to Stop Work for Cause.

- i. Twin Transit may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Twin Transit may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- ii. No Equitable Adjustment for Contractor's failure to perform: Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform

or from any reasonable remedial action taken by Twin Transit based upon such failure.

## 2.2 Delay

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Twin Transit or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party (“Force Majeure”). Acts of Force Majeure include, but are not limited to:
- a. Acts of God or the public enemy;
  - b. Acts or omissions of any government entity;
  - c. Fire or other casualty for which Contractor is not responsible;
  - d. Quarantine or epidemic;
  - e. Strike or defensive lockout;
  - f. Unusually severe weather conditions which could not have been reasonably anticipated; and
  - g. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Twin Transit was available.
- B. Contract Time adjustment for Force Majeure: At Twin Transit’s discretion, Contractor may be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Twin Transit at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor’s performance is changed due to the fault or negligence of Twin Transit .
- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by Twin Transit and Contractor, Contractor may be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of

Force Majeure or otherwise.

2.3 Notice of Labor Disputes.

A. Contractor to notify Twin Transit of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Twin Transit.

B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

**[END OF PART 2]**

### **PART III: PERFORMANCE – GENERAL**

#### **3.1 Contractor Control and Supervision.**

- A. Contractor responsible for Means and Methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, scheduling, sequences, procedures, safety precautions and programs, and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Twin Transit.
- B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent individual (i.e. Superintendent, Foreman) who has authority to act for Contractor. The individual must be satisfactory to Twin Transit and shall not be changed without the prior written consent of Twin Transit. Twin Transit may require Contractor to remove the individual from the Work or Project site, if Twin Transit reasonably deems the individual incompetent, careless, or otherwise objectionable, provided Twin Transit has first notified Contractor in writing and allowed a reasonable period for transition.
- C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Twin Transit for acts and omissions of Contractor, Subcontractors, suppliers, and their employees and agents.
- D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Twin Transit may, by written notice, request Contractor to remove from the Work or Project site any employee Twin Transit reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor to comply with ethical standards: Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any employee, official, or volunteer of Twin Transit that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this provision. Twin Transit reserves the right to terminate the Contract for any violation of this provision.

#### **3.2 Compliance**

- A. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
- B. Sales Tax: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws of the State of Washington.
- C. Business License: Contractor shall maintain current Business Licenses as required by cities throughout Lewis County through the duration of project.

### 3.3 Patents and Royalties

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Twin Transit harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Twin Transit of such potential infringement.

### 3.4 Prevailing Wages, Apprenticeship.

- A. Contractor to pay Prevailing Wages: Contractor shall pay at least the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work, in accordance with Chapter 39.12 RCW and the rules and regulations of the Washington State Department of Labor and Industries. The Contractor is also responsible for the payment of prevailing wages to workers, laborers, or mechanics of all subcontractors, of any tier. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Applicable Prevailing Wages: The State of Washington prevailing wage rates applicable for this public works project, which is located in Lewis and possibly surrounding counties, may be found at the following website address of the Washington State Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.
- C. The applicable prevailing wages paid shall be those in effect on the due date of Twin Transit solicitation which is a part of this contract or otherwise known as bid due date.

- D. Statement of intent to pay prevailing wages: Before payment is made by Twin Transit to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to Twin Transit for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- E. Affidavit of Wages Paid. Prior to release of retainage, the Contractor shall submit to Twin Transit an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- F. Disputes. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- G. Statement with pay application; Post Statements of Intent: By submitting each Application for Payment, Contractor certifies that prevailing wages have been paid in accordance with the approved pre-filed Statement(s) of Intent to Pay Prevailing Wages. Copies of the approved intent statement(s) shall be posted at the Contractor's local office and provided to any employee upon request along with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- H. Contractor to pay for Statement of Intent and Affidavits. In compliance with Chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each Statement of Intent to Pay Prevailing Wages and/or Affidavit of Wages Paid submitted to the Department of Labor and Industries for certification.
- I. Certified Payrolls. Contractors are required to submit Certified Payrolls to Washington State Department of Labor and Industries on all Public Works projects. The following website address provides information on such: <https://lni.wa.gov/licensing-permits/docs/PWIA%20Step-by-Step%20Instructions.pdf>. Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested by Twin Transit.

### 3.5 Hours of Labor.

- A. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.
- B. 4 – 10 Agreements: Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees and by prior TWIN TRANSIT consent. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

### 3.6 Nondiscrimination.

Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, and the Washington State Law Against Discrimination, RCW 49.60. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

#### During the Performance of Work:

- A. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of any protected class described in RCW 49.60 including but not limited to age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, nor commit any other unfair practices as defined in RCW 49.60.
- B. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified

applicants will be considered for employment, without regard to any of the protected classes listed in RCW 49.60.

- C. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
- D. Twin Transit and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Twin Transit, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents
- E. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

3.7 Apprenticeship. To the extent that Contractor or any subcontractor of Contractor performs Work that is classified as construction of the facility for purposes of Section 45V(e)(4) of the Code, such Contractor shall comply (including by reason of qualification for any exception applicable to the requirements referenced in such provision) with the apprenticeship requirements described in such provision and shall cause any subcontractor to such Contractor that performs such Work to so comply.

3.8 Documentation. Contractor shall obtain documentation in form and substance reasonably acceptable to Twin Transit sufficient to confirm that Contractor has complied with Sections 3.4 and 3.7 hereof. Contractor shall provide such documentation to Twin Transit in electronic form prior to final funding of the amount payable to Contractor in respect of the Work and shall reasonably cooperate with Twin Transit with respect to any matter relating to information concerning compliance with such provisions.

**[END OF PAR 3]**

**PART IV: PERFORMANCE - SAFETY**

- A. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining and supervising all safety processes and procedures associated with the performance of the Work.
  
- B. Safety manual and training: The Contractor shall develop and maintain an up-to-date Safety Manual for its employees and shall ensure that its subcontractors develop and maintain an up-to- date Safety Manual. As documentation that the Contractor has a Safety Manual, the Contractor shall, upon request, submit to Twin Transit a copy of the table of contents of the Safety Manual. Receipt of the table of contents by Twin Transit shall not imply that Twin Transit has reviewed or approved the adequacy of the Contractor's safety manual. Contractor shall ensure that its employees are properly trained and qualified to complete the Work.
  
- C. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall:
  - 1. Protect the lives and health of employees performing the Work and other persons who may be affected by the Work;
  - 2. Prevent damage to materials, supplies, and equipment whether on site or stored off-site;
  - 3. Prevent damage to other property at the site or adjacent thereto;
  - 4. Comply with all current applicable federal, state, local and WISHA safety rules, standards and requirements including any Twin Transit safety rule(s) specifically governing the Work which may exceed any existing federal, state, local or WISHA safety rule, standard or requirement. WISHA safety standards include but are not limited to, Chapters 296-24, 296-27, 296-62, 296-45, 296-155, 296-800, WAC;
  - 5. Erect and maintain all necessary safeguards for such safety and protection;
  - 6. Notify owners of adjacent property and utilities when prosecution of the Work may

affect them;

7. Be liable for any non-compliance penalties or fines assessed by any such public bodies.

D. Personal Protective Equipment (PPE) and Apparel:

1. PPE: Contractor will provide employees all Personal Protective Equipment (PPE) required to comply with applicable safety rules, standards and requirements.
2. Clothing: Contractor shall ensure that all Contractor and Subcontractor employees wear Arc Rated clothing when working on the electrical distribution system or when potentially exposed to incident heat energy (Arc Flash or Flames). The minimum Arc Thermal Protective Value (ATPV) level of Arc Rated clothing required is 8cal/cm<sup>2</sup>.
3. Face Shields: Contractor shall ensure that all Contractor and Subcontractor employees wear Arc Rated face shields when working on or accessing any energized underground electrical equipment. This requirement includes working on any energized primary or secondary equipment or conductors up to and including setting or removing an electrical meter from an energized meter base. The minimum ATPV requirement for the face shield is 12 cal/cm<sup>2</sup>.
4. Contractor shall note and include any additional requirements as noted in IFB Section F. Supplemental Instructions & Requirements.

E. Contractor to maintain safety records: In compliance with Chapter 296-27 WAC Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease or damage to property, materials, supplies or equipment. Contractor shall immediately report any such incident to Twin Transit. Twin Transit shall have a right of access to all Contractor safety records.

F. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
  - a. WAC: The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
  - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
  - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and Safety Data Sheets (SDS) required by Chapter 296-901-140 WAC.
2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:

## APPENDIX A: TWIN TRANSIT GENERAL CONTRACT TERMS & CONDITIONS

- a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
  - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
  - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
  - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the Safety Data Sheet (SDS) material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- G. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic (including, but not limited to, asbestos concrete pipe), or harmful substances shall include the following duties:
1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.
  2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Twin Transit of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Twin Transit of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- H. Public safety and traffic: As directed by Twin Transit Project Manager (Twin Transit representative), all Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the MUTCD, published by the U.S. Department of Transportation and the [\*Washington State Modifications to the MUTCD\*](#), and the most current edition of the *Public Rights-of-Way Accessibility Guidelines* (PROWAG). Judgment of the quality of devices furnished will be based upon *Quality Guidelines for Temporary Traffic Control Devices*, published by the American Traffic Safety Services Association. Copies of the MUTCD and *Quality Guidelines for Temporary Control Devices* may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, VA 22406-1022. The [\*Washington State Modifications to the MUTCD\*](#) may be obtained from the Department of Transportation, Olympia, WA 98504. The most current edition of the *Public Rights-of-Way Accessibility Guidelines* (PROWAG) can be accessed at <https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines>.

- I. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- J. No duty of safety by Twin Transit or A/E: Nothing provided in this section shall be construed as imposing any duty upon Twin Transit or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.
- K. Site specific requirements: Prior to starting work Contractor must:
  - 1. Submit a site-specific safety plan, in compliance with WISHA requirements, identifying specifics of their project, site conditions, work processes and any hazards associated with completing the Work.
  - 2. Provide the name and contact information for onsite designated employee in charge of safety. In addition, Contractor must identify employee(s) that are trained in First Aid, CPR and AED use.
- L. Work on electrical transmission and distribution systems: The Contractor shall comply with all laws and regulations, including but not limited to the applicable Safety Standards for Electrical Workers in Chapter 296-45 of the Washington Administrative Code (WAC). Without limiting the Contractor's responsibilities for being familiar with and complying with all applicable regulations, the Contractor shall be familiar with and comply with WAC 296-45-035, WAC 296-45-065, WAC 296-45-325, and WAC 296-45-475 as applicable.

**[END OF PART 4]**

**PART 5: PERFORMANCE – OPERATIONS, WARRANTIES, AND OTHER**

5.1 Operations, Material Handling, and Storage Areas.

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials and equipment, to Twin Transit -approved areas, and shall not unreasonably encumber the Project site or public right-of-way with materials or equipment that are not being used for the immediate work.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Twin Transit and without expense to Twin Transit. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Twin Transit. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Unless otherwise noted in Contract Documents, ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Twin Transit with a copy of all manifests and receipts evidencing proper disposal when required by Twin Transit or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to

the Project site. Materials and equipment may be stored on the premises subject to approval of Twin Transit. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.

- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the Work is completed, and shall repair or replace without cost to Twin Transit any damage or loss that may occur, except damages or loss caused by the acts or omissions of Twin Transit. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the completion of the Work, and shall repair or replace without cost to Twin Transit any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.
- G. Dust control: Contractor shall implement dust control measures on and around the Project site, as often as necessary to control dust for every calendar day of the Project.
- H. Erosion and Sediment control: The Contractor shall not permit sediment laden water to flow into the street storm drainage system. The Contractor shall clean sediment build up on the streets prior to completion of the Work. If the scale of the project meets applicable requirements, Contractor may be required to have an employee successfully complete formal training in erosion and sediment control by a recognized organization acceptable to the Utility. The Contractor will be given a reasonable time frame to meet this requirement

## 5.2 Prior Notice of Excavation

- A. Excavation defined; Use of locator services: Excavation" and "excavate" means any operation, including the installation of signs, in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services, consistent with RCW 19.122.

## 5.3 Unforeseen Physical Conditions

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Twin Transit promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both.

#### 5.4 Protection of Existing Structures, Equipment, Vegetation, Utilities and Improvements.

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall not subject any part of the Project to stresses or pressures that will endanger it. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Twin Transit may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

#### 5.5 Layout of Work

- A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Layout responsibilities: Contractor shall lay out the Work from Twin Transit -established baselines and benchmarks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

#### 5.6 Material and Equipment

- A. Contractor shall:
  - 1. Provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of Twin Transit Representative, is equal to that named in the

specifications, unless otherwise specifically provided in the Contract Documents. Contractor shall ensure that all equipment, materials, and articles incorporated into the Work shall be asbestos free.

2. Contractor shall obtain documentation in form and substance reasonably acceptable to Twin Transit sufficient to determine whether (i) any steel or iron used in the Work, including any Work performed by Subcontractors, was produced in the United States for purposes of Section 45V(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) any manufactured products used in the Work, including any Work performed by Subcontractors, were produced in the United States for purposes of Section 45V(e)(4) of the Code. Contractor shall provide such documentation to Twin Transit in electronic form prior to final funding of the amount payable to Contractor in respect of the Work and shall reasonably cooperate with Twin Transit with respect to any matter relating to information concerning the place of production of such steel, iron, or manufactured products.
- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Twin Transit.
- C. Twin Transit may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Twin Transit. "Defective" describes Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspection, test, or approval required by the Contract Documents, or has been damaged prior to approval of final payment.

#### 5.7 Tests and Inspection

- A. Contractor to provide for testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Twin Transit, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Twin Transit timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Twin Transit.

- B. Twin Transit may conduct tests and inspections: Twin Transit may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Twin Transit shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Twin Transit, such Twin Transit inspection and tests are for the sole benefit of Twin Transit and do not:
1. Constitute or imply acceptance;
  2. Relieve Contractor of responsibility for providing adequate quality control measures;
  3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
  4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
  5. Impair Twin Transit right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contractor obligations: Neither observations by an inspector retained by Twin Transit, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Twin Transit. Twin Transit may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Twin Transit shall perform its inspections and tests in a manner that will cause no undue delay in the Work.
- E. Twin Transit inspector: Twin Transit Representative may appoint inspectors to inspect all materials used and all Work done. Such inspection may extend to any or all parts of the Work and to the preparation or manufacture of the materials to be used. The inspectors are not authorized to revoke, alter, enlarge, or relax the provisions of the Contract Documents, nor to approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents. An inspector is placed on the Work site to review the Work and to keep Twin Transit Representative informed as to the progress of the Work and the manner in which it is being done. The inspector shall also call the attention of the Contractor to any deviations from the Contract Documents, but failure of the inspector or Twin Transit Representative to call the attention of the Contractor to faulty Work, deviations from, or infringements upon the Contract Documents shall not constitute acceptance of said Work. The inspector has the authority to reject defective material and to suspend any Work that is being improperly done, subject to the final decision of Twin Transit Representative. The inspector will exercise such additional authority as may, from time to time, be especially delegated to him by Twin Transit Representative, and such inspection duties may also be performed by Twin Transit Representative.

- F. Twin Transit visits to site: The Contractor shall provide access, at reasonable times, to Twin Transit Representative and other agents of Twin Transit for observation of the Work, inspection, and testing. The Contractor shall provide proper and safe facilities for such access. Twin Transit Representative and/or inspector will observe the progress and quality of the executed Work and determine, in general, if the Work and Project is proceeding in accordance with the Contract Documents. Twin Transit Representative and/or inspector are not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The efforts of Twin Transit Representative and/or inspector will be directed toward providing assurance that the completed Project will conform to the requirements of the Contract Documents. Neither observations by Twin Transit Representative and/or inspectors, nor inspections, tests or approvals by persons other than the Contractor shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

#### 5.8 Correction of Nonconforming Work

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Twin Transit, be uncovered for Twin Transit observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Twin Transit desires to examine the Work, or any portion of it, which has been covered, Twin Transit may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Twin Transit not to conform to the requirements of the Contract Documents, whether observed before or after completion of the Work and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Twin Transit .
- E. Twin Transit may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Twin

Transit may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.

- F. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- G. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents.
- H. Twin Transit may accept non-conforming Work and charge Contractor: If Twin Transit prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Twin Transit may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

#### 5.9 Clean up

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials, and other debris resulting from the Work. Before completing the Work, Contractor shall remove from the premises all waste materials, rubbish, debris, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Twin Transit. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents. If Contractor fails to clean up as provided herein, and after reasonable notice from Twin Transit, Twin Transit may do so, and the cost thereof shall be charged to Contractor.

#### 5.10 Access to Work

Twin Transit and A/E access to Work site: Contractor shall provide Twin Transit and A/E access to the Work in progress wherever located.

Twin Transit may award other contracts; Contractor to cooperate: Twin Transit may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Twin Transit employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

#### 5.11 Subcontractors and Suppliers

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph

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. Upon request of the Twin Transit, the Contractor shall promptly provide documentation to Twin Transit demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meet 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 (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department 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) or be suspended or debarred from working on a federally funded project according to the federal website [www.sam.gov](http://www.sam.gov); and;
  5. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 29 limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 31 49.52 RCW.
- B. Provide names of Subcontractors and use qualified firms: No later than five (5) days after the Notice to Proceed date, Contractor shall furnish in writing to Twin Transit the names, addresses, and telephone numbers of all Subcontractors. Upon request, Contractor shall furnish in writing to Twin Transit the names, addresses, and telephone numbers of all suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents.
- C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Twin Transit in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Twin

Transit in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds. Nothing in the Contract Documents shall imply any contractual relationship between any Subcontractor and the Twin Transit.

- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Twin Transit provided that:
  - 1. Effective only after termination and Twin Transit approval: The assignment is effective only after termination by Twin Transit for cause pursuant to Section 8.01 and only for those Subcontracts which Twin Transit accepts by notifying the Subcontractor in writing; and
  - 2. Twin Transit assumes Contractor's responsibilities: After the assignment is effective, Twin Transit will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
  - 3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

#### 5.12 Warranty of Construction

- A. In addition to any special warranties provided elsewhere in the Contract, Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers.
- B. The warranty period shall be for the longer period of one year from the date of Substantial Completion of the entire Project, as required by any special provisions, or for the duration of any special extended warranty offered by a Subcontractor or Supplier.
- C. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:
  - 1. Obtain all warranties that would be given in normal commercial practice from the Supplier and/or manufacturer;
  - 2. Prior to Completion/Final Acceptance, require all warranties be executed, in writing, for the benefit of the Twin Transit; and
  - 3. Enforce all warranties for the benefit of Twin Transit including any warranty of a Subcontractor manufacturer, or Supplier.

- D. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written Notice from Twin Transit to do so. In the event Twin Transit determines that Contractor corrective action is not satisfactory and/or timely performed, then Twin Transit has the right to remedy the problem. All damages incurred by Twin Transit and all costs for Twin Transit remedy may be withheld or shall be reimbursed by the Contractor.
- E. The warranty provided in this provision shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

### 5.13 Indemnification

- A. Contractor to indemnify Twin Transit : To the fullest extent permitted by law, Contractor hereby agrees to indemnify and hold harmless the Twin Transit , its appointed and elective officers, its employees, and its agents (including its A/E contractors) (collectively “Indemnitees”), from and against any and all suits, liabilities, claims, actions, losses, costs, penalties, fines, and damages of whatever kind and nature, including attorney fees, expert witness fees, and costs, by reason of any and all claims and demands on the Indemnitees, arising out of or in any manner related to or connected with (directly or indirectly) any operations, presence, services, work, or activities of Contractor, or its agent and/or anyone directly or indirectly employed or engaged by Contractor, including, without limitation, its employees, subcontractors and suppliers, at any level or subtier (collectively the “Contractors”). Such liabilities shall include, without limitation, claims for bodily injury, personal injury, or death, including, without limitation, injury to or death of any employees of the Contractors, personal and real property damage, including, without limitation, loss of and loss of use of any and all such property, breach of warranty, breach of standard of care, errors and omissions, breach of contract, patent infringement, penalties imposed or any damages or loss as a result of the violation of any law, order, code, citation, rule, regulation, standard, ordinance or statute.

The indemnity and hold harmless obligations set forth herein shall apply regardless of the active or passive negligence, other fault, or liability of the Indemnitees; provided, however, that (i) in no event shall Contractor be obligated to indemnify the Indemnitees, for liabilities or damages arising out of, caused by, or resulting from the sole negligence of the Indemnitees; and (ii) with respect to indemnification against liabilities for damages arising out of, caused by, or resulting from the concurrent negligence of (a) the Indemnitees, and of (b) the Contractors, Contractor’s said indemnification obligations extend only to the extent caused by the negligence of the Contractors.

- B. Employee action and RCW Title 51: In any action against Twin Transit and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under Title 51 RCW, the Industrial Insurance Act, or any other employee benefit acts. It is further specifically and expressly understood that the

indemnification provided herein constitutes the Contractor's waiver of immunity as to Twin Transit and A/E only, under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Indemnification section shall survive the expiration or termination of the Contract.

**[END OF PART 5]**

## **PART 6: PAYMENT AND COMPLETION**

### **6.1 Contract Amount.**

Twin Transit shall pay Contractor \$\_\_\_\_\_ in accordance with the scope of work of the project as set forth in the project documents, plans, and specifications set forth by Twin Transit.

### **6.2 Application for Payment**

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Twin Transit, Contractor shall submit to Twin Transit an itemized Application for Payment for Work completed in accordance with the Contract Documents. Each application shall be supported by such substantiating data as Twin Transit may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in

accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.

- C. Payment for material delivered to site or stored off-site: If authorized by Twin Transit, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
1. Suitable facility or location: The material will be placed in a facility or location that is suitable for the materials to be stored which may require a location that is structurally sound, dry, and lighted;
  2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Twin Transit;
  3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
  4. Insurance provided on materials in facility or location: Contractor furnishes Twin Transit a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit.
  5. Security of materials: A description of how the location or facility where the material will be stored is secure against theft, damage, or risk to the public. The Contractor bears liability for any theft, damage, or risk to the public arising out of the storage of the materials;
  6. Twin Transit right of access to facility or location: Twin Transit shall at all times have the right of access in company of Contractor;
  7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
  8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Twin Transit certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Twin Transit when materials are moved from storage to the Project site.

### 6.3 Progress Payments

- A. Twin Transit to pay within 30 Days: Twin Transit shall make progress payments, in such amounts as Twin Transit determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Twin Transit shall notify Contractor in accordance with Chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: If applicable, Twin Transit shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt

of all documents required by law or the Contract Documents, including, at Twin Transit request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Twin Transit, deposited by Twin Transit in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Twin Transit may permit Contractor to provide an appropriate bond in lieu of the retained funds.

- C. Title passes to Twin Transit upon payment: Title to all Work and materials covered by a progress payment shall pass to Twin Transit at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Twin Transit to insist on full compliance by Contractor with the Contract Documents.

#### 6.4 Payment Withheld

- A. Twin Transit right to withhold payment: Twin Transit may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Twin Transit from loss or damage for reasons including but not limited to:
  - 1. Non-compliant Work: Work not in accordance with the Contract Documents;
  - 2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
  - 3. Twin Transit correction or completion Work: Work by Twin Transit to correct defective Work or complete the Work;
  - 4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
  - 5. Contractor's negligent acts or omissions: Cost or liability that may occur to Twin Transit as the result of Contractor's fault or negligent acts or omissions.
  
- B. Twin Transit to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Twin Transit shall notify Contractor in accordance with Chapter 39.76 RCW.

#### 6.5 Retainage and Bond Claim Rights

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Twin Transit with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

#### 6.6 Final Completion, Acceptance, and Payment

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the requirements of the Contract Documents. Prior to Final Completion, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Twin Transit a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors or suppliers, including the amounts and other details thereof. The date Final Completion is achieved shall be established by Twin Transit in writing, and such date shall also constitute Final Acceptance.
  
- B. Final Acceptance defined: Final Acceptance shall be the documentation that Twin Transit has declared Final Completion. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Twin Transit arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
  
- C. Final payment waives Claim rights: Acceptance of final payment for any Work by Contractor, or any Subcontractor, shall constitute a waiver and release to Twin Transit of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Twin Transit relating to or arising out of the Work.

**[END OF PART 6]**

**PART 7 – CHANGES**

**7.1 Changes in the Work**

- A. Changes in Work, Contract Amount, and Contract Time by Change Order: Twin Transit may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Twin Transit causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made, and such adjustment(s) shall be incorporated into a Change Order.
  
- B. Twin Transit may request Change Order Proposal from Contractor: If Twin Transit desires to order a change in the Work, it may request a written Change Order Proposal from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request

from Twin Transit , or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

- C. Change Order Proposal negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, Twin Transit may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Twin Transit may direct Contractor to proceed immediately with the Change Order work. Contractor shall not proceed with any change in the Work until it has obtained Twin Transit approval. All Work done after any Twin Transit -directed change in the Work shall be executed in accordance with the Contract Documents.
  
- D. Change Order as full payment and final settlement: If Twin Transit and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs 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 request for equitable adjustment.
  
- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Twin Transit and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Twin Transit. Twin Transit shall provide Contractor with its written response within 30 Days of Contractor's request. Twin Transit may also provide Contractor with a final offer at any time.
  
- F. Field Orders: Twin Transit may direct the Contractor to proceed with a change in the work through a written Field Order when the time required to price and execute a Change Order would impact the Project.

The Field Order shall describe and include the following:

1. The scope of work
2. An agreed upon maximum not-to-exceed amount
3. Any estimated change to the Contract Time
4. The method of final cost
5. The supporting cost data to be submitted

Upon satisfactory submittal by the Contractor and approval by Twin Transit of supporting cost data, a Change Order will be executed. Twin Transit will not make payment to the Contractor for Field Order work until that work has been incorporated into an executed Change Order.

## 7.2 Change in Contract Amount

### A. General Application

1. Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
  - a. Fixed Price: On the basis of a fixed price.
  - b. Unit Prices: By application of unit prices to the quantities of the items involved.
  - c. Time and Materials: On the basis of time and materials.
2. Fixed price method is default; Twin Transit may direct otherwise: When Twin Transit has requested Contractor to submit a Change Order Proposal, Twin Transit may direct Contractor as to which method in subparagraph 1 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

### B. Change Order Pricing – Fixed Price

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

1. Breakdown and itemization of details on Change Order Proposal: Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit.
2. Use of industry standards in calculating costs: All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. Costs contingent on Twin Transit actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of Twin Transit, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. Overhead and Profit: The Contractor may mark up the cost of the Work by a maximum of 18% to cover overhead, profit, bonding and insurance.
5. Elements to include in Fixed Cost Breakdown:
  - a. Labor, including working foreman.
  - b. Material entering permanently into the Work.
  - c. The ownership or rental cost of the facilities and equipment during the time of use on the Project. The equipment rental rates paid by Twin Transit shall not exceed rates as calculated by the Federal Highway Administration. For each hour of equipment use, Twin Transit shall pay the monthly rate divided by 176 plus the hourly estimated operating cost. The Contractor shall provide copies of current industry recognized and Approved rental rate sheets or Blue Book

Rental Rate sheets verifying rates requested in changes or claims. As provided by Rand McNally Equipment Watch, with adjustments for region and model year for every piece of equipment claimed.

- d. Engineering and Transportation costs necessitated by the change.
- e. Overhead and Profit (O&P): The Contractor shall be allowed to include a fixed fee of 18% as complete compensation for all profit and overhead including increased payment and performance bond costs, superintendence, administration, office expenses, B&O Tax and any other general expenses. Non-working foreman and/or superintendents shall also be covered under this O&P cost.
- f. If the changed work is done all or in part by a Subcontractor, the Subcontractor (or tier of Subcontractors) shall be allowed a fixed fee of 15% for all profit, overhead and all general expenses, and the Contractor shall be allowed a markup of 5% of Subcontractors actual cost (before profit and overhead) to cover the Contractors' profit, overhead and all general expenses on the changed work performed by the Subcontractor.

C. Change Order Pricing – Unit Prices

1. Content of Twin Transit authorization: Whenever Twin Transit authorizes Contractor to perform Work on a unit-price basis, Twin Transit authorization shall clearly state:
  - a. Scope: Scope of work to be performed;
  - b. Reimbursement basis: Basis of reimbursement including pre-agreed rates for material quantities; and
  - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
  - a. Cooperate with Twin Transit and assist in monitoring the Work being performed. As requested by Twin Transit, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
  - b. Leave access as appropriate for quantity measurement; and
  - c. Not exceed any cost limit(s) without Twin Transit prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs and satisfy the following requirements:
  - a. Unit prices must include overhead, profit, bond and insurance premiums: Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
  - b. Twin Transit verification of quantities: Quantities must be supported by field measurement statements signed by Twin Transit.

D. Change Order Pricing – Time-and-Material Prices (Actual Cost)

1. Content of Twin Transit authorization: Whenever Twin Transit authorizes Contractor to perform Work on a time-and-material basis, Twin Transit authorization shall clearly state:
  - a. Scope: Scope of Work to be performed;
  - b. Reimbursement basis: Basis of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
  - c. Reimbursement limit: Cost limit of reimbursement.

2. Contractor responsibilities: Contractor shall:
  - a. Identify workers assigned: Cooperate with Twin Transit and assist in monitoring the Work being performed. As requested by Twin Transit, identify workers assigned to the Change Order Work and areas in which they are working;
  - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Twin Transit review.
  - c. Allow Twin Transit to measure quantities: Leave access as appropriate for quantity measurement;
  - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
  - e. Not exceed Twin Transit cost limit: Not exceed any cost limit(s) without Twin Transit prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs and additional verification supported by:
  - a. Timesheets: Labor detailed on daily time sheets; and
  - b. Invoices: Invoices for material.

### 7.3 Change in Contract Time

Change Order Proposal requests for Contract Time: The Contract Time shall only be changed by the agreement of Twin Transit Representative.

**[END OF PART 7]**

## **PART 8 – CONTRACTOR’S CLAIMS**

If at any time the Contractor claims that Twin Transit may, for any reason, owe it damages, additional payment, or a time extension, the Contractor must file a written claim with Twin Transit in strict compliance with this section. The written claim shall set out a detailed, factual statement of the claim for additional compensation or for additional time: (1) listing the date on which facts arose that gave rise to the claim; (2) identifying any documents and/or oral statements that support the claim; (3) listing for time extensions claimed the specific dates for which the extension is sought and the reasons Contractor claims a time extension should be granted for the dates identified, and (4) listing for additional compensation sought a breakdown of labor, materials, equipment, overhead and any other amounts claimed. Contractor must deliver to Twin Transit a written notice that fully complies with the above requirements no later than ten (10) days after the event giving rise to the claim occurred and before proceeding with any Work upon which the claim is based. Failure to provide the written notification in strict compliance with the above requirements (including but not limited to contents of notice and time of notice) shall constitute an absolute waiver of any such claim. No act, admission or knowledge, actual or constructive, of Twin Transit or the Engineer or any Twin Transit employee shall in any way constitute a waiver

of the above requirements, unless Twin Transit provides the Contractor with an express, unequivocal written waiver of the specific requirement being waived.

Within a reasonable time after presentation of a claim, Twin Transit shall give the Contractor written notice of Twin Transit decision on any claim of the Contractor. All such decisions of Twin Transit shall be final.

Pending final resolution of a claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract.

**[END OF PART 8]**

**PART 9: TERMINATION OF WORK**

9.1 Termination by Twin Transit for Cause

A. 7 Day Notice to Terminate for Cause: Twin Transit may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Twin Transit) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:

1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure completion of Work within the Contract Time;
2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;

## APPENDIX A: TWIN TRANSIT GENERAL CONTRACT TERMS & CONDITIONS

4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
  5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
  6. Contractor fails to maintain insurance: Contractor fails to maintain current insurance coverage as required in the Contract Documents;
  7. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
  8. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Twin Transit actions upon termination: Upon termination, Twin Transit may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
  2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.19; and
  3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Twin Transit's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Twin Transit terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 8.02 B, and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Twin Transit in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Twin Transit. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Twin Transit terminates Contractor for cause and it is later determined that none of the circumstances

set forth in paragraph 8.01 A exist, then such termination shall be deemed a termination for convenience pursuant to Section 8.02.

## 9.2 Termination by Twin Transit for Convenience

- A. **Twin Transit Notice of Termination for Convenience:** Twin Transit may, upon written notice, terminate (without prejudice to any right or remedy of Twin Transit ) the Work, or any part of it, for the convenience of Twin Transit .
- B. **Contractor response to termination Notice:** Unless Twin Transit directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. **Cease Work:** Stop performing Work on the date and as specified in the notice of termination;
  2. **No further orders or Subcontracts:** Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
  3. **Cancel orders and Subcontracts:** Cancel all orders and subcontracts, upon terms acceptable to Twin Transit, to the extent that they relate to the performance of Work terminated;
  4. **Assign orders and Subcontracts to Twin Transit:** Assign to Twin Transit all of the right, title, and interest of Contractor in all orders and subcontracts;
  5. **Take action to protect the Work:** Take such action as may be necessary or as directed by Twin Transit to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Twin Transit has an interest; and
  6. **Continue performance not terminated:** Continue performance only to the extent not terminated.
- C. **Terms of adjustment in Contract Payment Amount if Contract terminated:** If Twin Transit terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.
- D. **Twin Transit to determine whether to adjust Contract Time:** If Twin Transit terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Twin Transit.

**[END OF PART 9]**