BLANKET CONTRACT

The City of Seattle
PURCHASING SERVICES
700 – 5th Ave #4112
PO Box 94687

Seattle, WA 98124-4687

Blanket Contract #	Date	Change Order
0000003367	11/16/15	1

Payment Terms	Freight Terms
Net 30	Destination

Buyer:	Phone:	Fax:
Laura Park	206-684-0445	206-233-5155

Vendor ID: 0000420326
Rozema's Boat Works, Inc
11130 Bay view Edison RoAd
Mount Vernon, WA 98273

Contact: Dirk Rozema
Phone #: 360-757-6004
Fax #: 360-757-6005
Email: dirk@rozemaboatworks.com

Ship To:

See Below

Bill To:

See Below

ROZEMA BOAT WORKS, INC is awarded a Contract to provide a custom Skagit Tour Boat per Specifications herein this contact. This Contract shall be effective for a period of 1 year ending December 31, 2015 with an option to extend for an additional year on an as-needed basis. Delivery shall remain ARO 350 Days. See Attachment #1 Specifications, Attachment #2 for Signed Contract.

Original Term:

- 09/02/2014 through 12/30/15

Change Order 1:

- Extend Contract term until 07/30/16
- Update Milestone Payment Schedule as reflected below:

Milestone	Percent	$ Base Amount	$ Change Orders	Month	Invoice #
Notice to Proceed	5%	$ 84,431.75		Dec-14	8548
Pre-con meeting & submittals	15%	$ 253,295.25		Feb-15	8561
Hull construction complete	15%	$ 253,295.25		May-15	8586
Engines & drivetrain installed	15%	$ 253,295.25		Jun-15	8598
Deck and cabin outfitted	15%	$ 253,295.25	$18,597.21	Dec-15	
Conduct Sea Trials	15%	$ 253,295.25		Dec-15	
Sea Trial Punchlist Complete	15%	$ 253,295.25		Jan-15	
Delivery and final acceptance	5%	$ 84,431.75		Apr-16	

In all other respects, this contract remains the same.

Orders shall be placed by CITY DEPARTMENTS. Invoices shall be mailed in duplicate to the City Department, Accounts Payable, per the attached list. Each invoice shall indicate Vendor Contract 0000003367. There are no minimum or maximum dollar limitations per Work Order.

This Contract is the result of the City's Request for Proposal #3367 initiated on September 4, 2014. Per Section 18 of the Contract, public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle may purchase from this Contract.

The City does not guarantee utilization of this Contract. Actual utilization will be based on the City's need, availability, or any other factor deemed important to the City.

PREVAILING WAGE Work under this contract is subject to Prevailing Wage Requirements. The contractor, any subcontractor or other person doing any portion of the work covered by any resulting contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries.

It shall also be the Contractors' sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for King County. Notice of Intent to Pay prevailing Wages and Affidavit of Wages Paid must be filed with the State of Washington Department of Labor and Industries, for approval. The owner holds the contractor responsible for compliance of all subcontractors with payroll reporting requirements and payment of prevailing wages.

At the beginning of each extension year, the contractor and any subcontractor shall submit approved Intent to Pay Prevailing Wages and Intents and Affidavits of Wages paid to the buyer at City of Seattle; Laura Park, Department of Executive Administration, Purchasing Department, 700 Fifth Avenue, Suite 4112, PO Box 94687, Seattle, WA 98124-4687.

All invoices received for the extension year will be held by the City of Seattle and paid only upon receipt of the new Intent to Pay Prevailing Wages form.

NOTICE TO PROCEED AND PROGRESS OF WORK

A. Production Schedule
The Vendor shall furnish the City, at the Pre-Construction Meeting, a Final Master Construction Schedule showing the order in which the Vendor proposes to carry on the work, the dates in which the Vendor will start the various phases of work and the contemplated dates for completing such work. The schedule shall be in the form of a progress chart of suitable scale and format to permit continuous updating and serve as a production progress report which shall be submitted to the OR whenever a request for payment is made, or on a monthly basis as specified by the OR. The production schedule shall show, at a minimum, the work tasks as indicated in the specifications.

B. Equipment to be Furnished
At the Pre-Construction Meeting the Vendor shall also present final detailed information of all equipment to be furnished as part of the retrofit of the Chief Seattle. The Vendor is to demonstrate that the equipment to be used meets the specifications.

C. Equipment Schedule
The Vendor shall also furnish the City, at the Pre-Construction Meeting, a final equipment schedule in the form of a tabulated chart. Thereafter, the updated schedule shall be submitted to the OR on a monthly or more frequent basis as specified by the OR. That chart shall indicate at a minimum: the item description, the quantity ordered, the date planned to order, the date actually ordered, the purchase order number, the expected delivery date, the date received at the yard, the supplier name, the invoice number, the price paid, and the check number. Any subcontractor work shall be considered as part of the equipment schedule. Whenever the Vendor must make partial payments to a supplier or subcontractor, it shall be reflected as a separate line item on the equipment schedule.

D. Labor Incurred Cost Report
The Vendor shall provide the City, at the Pre-Construction Meeting, a labor incurred cost report showing, at a minimum, engineering, administrative and direct labor expenses. The direct labor cost shall be broken down and reported in a format to be determined prior to contract award. Thereafter, an updated labor incurred cost report shall be submitted to the OR on a monthly or more frequent basis as specified by the OR.

E. Notice to Proceed
Upon compliance by the Vendor with the requirements of the Pre-Construction Meeting and as specified in subparagraphs "A"

through "D", above, the City will give the Vendor Notice to Proceed with the construction of the vessel by facsimile message, telex, cable, or other form of written communication. Until receipt of this notice, the Vendor shall not incur construction cost under the contact.

F. Construction Period
The schedules and report specified above on paragraphs "A", "C" and "D" shall be submitted whenever a request for payment is made.

G. Completion
The City will use the previously specified schedules and reports as an aid in determining, under the Default or Termination Clause, whether the Vendor is planning the contract work to insure its completion within the specified time or the contract, and whether the Vendor is executing said work with such diligence as will insure its completion within the specified time. The schedules and reports will also aid in determining if the equipment and materials used are new and unused, and for the review of progress payment requests.

H. Inspection
The inspection of work in progress will be performed by the City, OR, or other authorized representative of the City of Seattle. Deficiencies noted during inspection shall be corrected immediately. Failure to correct the defects shall be considered a material breach of this contract.

Inspections will be performed at the following milestones:

1. Pre-construction meeting
2. Hull construction complete
3. Engines and drivetrain installed
4. House and deck complete
5. Paint complete, on-site sea trials

MATERIALS AND WORKMANSHIP

The Vendor shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind and if the City requests, a formal release of same shall be delivered to the City.

DELIVERY

Delivery of the vessel shall be made during normal work hours, 8:00 a.m. – 4:00 p.m., Monday through Friday, at the City's Skagit Hydroelectric Facility, Diablo Lake Boathouse. It is the vendor's responsibility to transport the vessel to the lake and launch it.

INSPECTION AND REJECTION

The City's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance or as acceptance of the materials or equipment if materials or equipment do not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the City will promptly notify the Vendor thereof. Without limiting any other rights, the City at its option, may require the Vendor to:

- Repair or replace, at Vendor's expense, any or all of the damaged goods,
- Refund the price of any or all of the damaged goods, or
- Accept the return of any of all of the damaged goods.

REPAIR FACILITIES

Vendor shall provide a list of authorized factory repair facilities within 100 miles of the Newhalem Maintenance Facility, 500 Newhalem St., Newhalem, WA 98283, which will honor the warranty of items on contract. Exception: City-furnished equipment. The list will include the facility (ie), name, address, telephone number and contact person. Evidence showing qualification of each facility to perform maintenance must be included.

All service and repair of the boat must be performed at a Vendor approved repair facility.

If the warranty service and repairs can be carried out without removing the defective equipment from the vessel, the Contractor shall be responsible for the mobilization and field service costs for the authorized vendor to effect such repairs at the Diablo Lake Boathouse, where the vessel will be moored.

Milestone Payments (* Replaced under Change Order 1 on 11/16/15)

Payments will be made to the vendor no later than 30 calendar days after completion of the following milestones:

1. Notice to Proceed: 5%
2. Pre-construction meeting and submittals: 15%
3. Hull construction: 15%
4. Engines and drivetrain installed: 15%
5. Deck and cabin installed: 15%
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Authorized Signature/Date

11/16/15

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Vendor ID: 0000420326
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11130 Bay view Edison RoAd
Mount Vernon, WA 98273

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Fax #: 360-757-6005
Email: dirk@rozemaboatworks.com

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8. Delivery and final acceptance at City's facility: 20%

This is your notice to proceed.

Authorized Signature/Date

Pam Hamaga 11/26/14

SPECIFICATION for: SCL-

Diablo Lake Tour Boat

Replacing: **Alice Ross III, Diablo Lake Tour Boat**

! IMPORTANT !

1. **Complete response to each item is required**, responses must be written on this form. Attach any information necessary to explain or clarify your bid. **Proposals failing to include specific responses may be rejected**. Evaluation will be based on compliance with specifications. Non-compliant items must be clearly indicated. Any mandatory items (marked "shall", "minimum" or "maximum") must be in compliance or the bid will be rejected. Acceptable abbreviations for use on this form: Standard = (STD), Not Available = (N/A), No Charge = (NC), Comply = (CPL). All items described by attachments or addendum should be referenced on the submitted bid in proper numerical sequence. You are encouraged to list and price any options that you feel would enhance the use of this item and/or would be desirable. Option prices will not be considered as part of the pricing evaluation. Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.

SCOPE:

It is the intent of these specifications to establish the minimum requirements for a custom built twin engine, jet driven 55' Aluminum tour boat with a total capacity of 49 passengers and crew. The boat shall have the ability to be trailered out for the water for winter storage. The boat shall be delivered to boathouse at Diablo lake.

ITEMS REQUIRED	RESPONSE
GENERAL REQUIREMENTS:	
1. Vendor is required to have been in business of manufacturing and the building of aluminum boats for a minimum of 5 years.	CPL
2. Bidders are encouraged to offer options in their bid. Cost differences and alternatives should be detailed and completely defined on the proposal.	CPL
3. A performance demonstration (sea trial) shall be required at manufacturers' location prior to shipping to Diablo Lake and also once delivered to Diablo Lake boathouse prior to final payment.	CPL

4. The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.	CPL
5. Deviations from any of the requirements in specifications or drawings MAY RESULT IN BID REJECTION. The City of Seattle will hold the bidder to all specification requirements. There is no time limit on this requirement; deviations discovered after the unit(s) is accepted shall be corrected at no cost to the City.	CPL
6. On all items that the bidder is requesting Seattle City Light project manager approval, the part number, model, description and performance data (if applicable) of the alternative must be provided. All such approvals shall be in writing.	CPL
7. All units shall be new, unused, up to date model and shall be delivered ready to be used.	CPL
8. All apparatus (machinery, equipment, piping, etc.) and their installation shall conform to good marine practice for vessels of this class and to ABYC guidelines and USCG standards where applicable.	CPL
9. Each unit shall include all inspection coupons and warranty identification cards furnished to general trade.	CPL
10. The components selected shall be rated for the maximum loading they would be subjected to in severe service. The torque rating of a driven component shall exceed the input torque. The component parts and structure of the unit shall be sized and designed to safely withstand the maximum load imposed, without failure or induction of deterioration. Design criteria shall be in accordance with current industry and engineering standards applicable and accepted for structural design safety factors. The design criteria shall consider the effects of fatigue from dynamic loading and field proven past designs of tour boat configurations.	CPL
11. All components and accessories cataloged as standard, unless superseded by these specifications, shall be provided with the unit.	CPL
12. In the event of a conflict between the specifications requirements, Coast Guard and federal or state laws, the Coast Guard, federal or state laws shall prevail. The equipment offered shall meet or exceed all applicable Federal, Washington State laws and all current Coast Guard requirements.	CPL

13. All controls and instrumentation shall be clearly identified and/or permanently labeled.	CPL
14. Permanent warning labels shall be provided at all hazard areas.	CPL
15. The unit shall be designed so that inspection and/or service points shall be readily accessible, including grease fittings.	CPL
16. If a service or inspection point requires servicing and requires removal of a cover or cap, the cover or cap shall be attached to the unit with a lanyard chain or by some other suitable means will require the Project Managers approval.	CPL
17. If special tools, gauges, adapters, software etc., are required for normal maintenance, adjustment and/or inspection of the unit, they shall be identified and provided with the vessel. Example – Engine diagnostic software.	CPL Engine diagnostic software is available, but not required for normal maintenance. Pricing is on attached option list.
18. Filters shall be easily accessible and replaceable without removing or disconnecting other components. If necessary filters shall be remotely mounted to meet this requirement. Final position needs project manager approval. All filters shall be heavy-duty and sized for severe service.	CPL
19. Hose, wire and tube routing shall not impede normal maintenance and adjustment of the unit. Hoses, wires and tubes shall be secured a minimum of every 12 inches, and neatly positioned.	CPL
20. All bolted connections to the vessel shall be made with Stainless Steel bolts, SAE inch grade dependent on load or SCL Project Manager authorized alternative. Bolts shall be used with nylock nuts of identical grade.	CPL
21. All rough edges to be ground smooth before painting.	CPL
22. The intended area of operation will have a range of operational temperature conditions as follows: a. Water Range; 30 degrees F to 80 degrees F b. Ambient Air Range; -10 degrees F to 100 degrees F c. Relative Humidity; 100% d. Surface elevation; 1201 feet	CPL

23. The Vessel as delivered shall comply with all of the applicable laws of the United States and the requirements of the various regulatory bodies and rules and recommendations listed below in force at the time of delivery insofar as they may have jurisdiction. a. United States Coast Guard (USCG) Rules & Regulations, where applicable b. Federal Communications Commission (FCC) c. American Boat and Yacht Council (ABYC) d. American Bureau of Shipping (ABS) e. United States Public Health Service (USPHS) f. Institute of Electrical and Electronics Engineers (IEEE) g. Whatcom County L&I	CPL Washington State Labor and Industry rules will be used for primary guidance. USCG and ABS guides lines for inland waters will be used as well.

GENERIC DIMENSIONS:	
1. Approximately 55 feet long bow to stern not including swim step. State exact length offered in proposal	CPL - 55' molded length, not including swim step
2. Approximate 16 foot beam. State exact beam offered in proposal.	CPL - 16' molded beam.
3. Welded aluminum construction (welding specifications)	CPL
4. Primary use: Seasonal transport of 48 passengers plus 1 captain on Diablo Lake for the Skagit boat tours	CPL
5. A minimum of four lifting eyes shall be installed on the boat. The Boat shall be designed to allow lifting by a crane for launching and/or dry docking the vessel for repair if necessary. (include spreader bar for lifting the boat to prevent damage if required for launching the boat at Diablo Lake)	CPL
6. Approximately 14 foot aft deck for standing or sitting	CPL
7. All doors, passageways and openings shall meet the 36" Min. ADA requirement	CPL
8. Boat delivery height shall not exceed 13' from water line. Components can be installed at delivery site if necessary.	CPL
9. A min 24" by full beam width swim step mounted at the stern of the boat. Height of swim step to be determined at pre build meeting	CPL
10. Swim ladder shall be installed on the bow and stern (off the swim step) which needs have the ability to be positioned out of the water when not in use. State system offered.	CPL Ladders will be able to hinge and be secured to the deck on both the bow and swim step.

PERFORMANCE CRITERIA:	
1. A Min cruising speed of 12 knots @ 1800 RPM's shall be obtained while fully loaded with passengers, fuel, and potable water at the altitude of Diablo Lake	CPL – Approximately. Hamilton has stated that this vessel will achieve approximately 10 - 12 knots at 1800 rpm, but will not guarantee it, as there are no accurate ways of predicting jet boat speed in this range.
2. Heating Criteria; System shall heat cabin and keep a min. inside temp. of 30 degrees above outside ambient temperature in 30 minutes or less of turning on the system while on either shore power or ship power with all windows and doors closed	CPL Electric heaters will be used (110v AC)
3. Cooling Criteria; System shall cool cabin and keep a min. inside temp. of 20 degrees below outside ambient temperature in 30 minutes or less of turning on the system while on either shore power or ship power with all windows and doors closed	CPL HVAC system. Dometic or equal Dura Sea HVAC system described on pg. 17 below.
4. Head Criteria; System shall accommodate 50 people for 2 hours while underway. There shall be enough potable water storage, min 100 gallon capacity, as well as black water to accommodate specifics required for these criteria. State system offered	CPL Fresh Water - 110 gallons Black Water – 80 gallons

HULL:	
1. 'Vee' hull construction	CPL
2. Welded aluminum construction	CPL
3. Workmanship shall be to best commercial marine standards	CPL
4. All welding is to be accomplished by ABS or USCG certified welders, in accordance with ABS' "Guide for Building and Classing High Speed Craft", latest edition. Welders shall be certified for all weld positions that they work on. The Contractor shall provide samples of minimally acceptable welds for use in visual inspections during construction. Any welds which are inferior to the sample weld shall be ground out and re-welded	CPL Welders will be certified to USCG T-Boat standards.
5. Double continuous weld at watertight boundaries	CPL
6. Skip weld between frames and shell or bulkheads	CPL
7. Butt weld for pipe connections	CPL

ITEMS REQUIRED	RESPONSE
8. Underwater portion of the hull is to be painted with Amercoat 235 or equiv. to approximately 6 inches above water line when fully loaded. State product and application method proposed. This is used for electrical isolation from vessel to the water.	CPL The vessel will be sanded with 24 grit sand paper, washed, and coated with 2 coats Amercoat 235.
9. Minimum specs; a. Bottom - .250", 5086, 16 degree constant vee with 6" reverse chine, 14.5' wide b. Sides - .250", 5086, 50" tall c. Floors - .190, 5086, watertight d. Watertight bulkheads (engine compartment and collision) - .190", 5086 e. Transverse Ringed Frames – .190, 5086 with ¼" flat bar around inside edge. f. Engine compartment frames on no more than 35" centers, center compartment on no more than 34" centers and bow compartment on no more than 30" centers g. Longitudinals – i. bottom sheet – 8" x 2" x .190, 5086 on approximate 10" centers ii. Side sheet – 2" x 3" x .190" angle, on approximate 8" centers iii. Floor sheet – 2" x 2" x .190" angle, on approximate 24" centers h. Beaching Plate - .250" 5086 , state system offered	CPL CPL CPL CPL CPL Flanged frames 30" Frame Spacing throughout -2x2x1/4" Tees 6061 or cut plate – 12" centers -1.5"x1.5"x3/16" tee 6061 or cut plate – 12" centers -¼" x 3" plate on 12" centers Beaching plate will be a ¼" doubler plate, approximately 10" wide on each side of kee in bow area. Structure will be ABS to requirements. Actual structure is subject to change upon completion of final engineering
10. UMHW shall be attached to the hull located along the full starboard and port sides approx. 12" above the water line. Exact location to be determined at pre-build meeting.	CPL
11. Appropriate cathodic protection to be installed. State product and application proposed. Project manager approval required.	CPL Magnesium Anodes
12. Electric Bow Thruster sized correctly taken into account intended use, boat length, and windage. State system offered	Wesmar Vortex V2-10M bow thruster will be installed. 13HP with twin 10" props.

13. Trim tabs installed for peak performance if required. State system offered	Bennett Trim tab system will be installed

ENGINE(S):	
1. Twin diesel engines (John Deere Marine preferred) with jet drives (Hamilton preferred). Sized to minimum performance requirements. DO NOT USE YANMAR ENGINES. State system offered.	CPL 2 - John Deere 6090SM85 rated at 500 hp each at 2400 rpm will be used. Engines will be coupled to a ZF 305-3 gear.
2. A 12 VDC oil extraction system, oil extraction pump - "Reverso" Model #GP3014 (no exceptions) shall be provided for a combined system to engine/transmission to easily change engine/transmission oil while moored on the water. **No exceptions**	CPL
3. Primary and secondary fuel filters are required. The primary filter water-separator shall be duplex, Racor model 75900 MAX filters or equal, installed on the suction side of the engine's priming pump. Both filters shall have a minimum 10 micron nominal filtration rating. Diesel fuel rated ball valve style shutoff valves shall be installed in-between the engine(s) and fuel supply tank(s)	CPL
4. Accessible oil filtration system for ease of servicing. Remote mount if necessary	CPL
5. All auxiliary engine driven equipment shall utilize a serpentine belt - self tensioning system. (No "V" belts allowed)	CPL
6. Each engine shall be equipped with an alternator. Each alternator shall have a minimum 100 AMP 12 VDC output rating	CPL
7. Each engine/transmission shall be mounted and aligned with jet drive unit	CPL

PROPULSION SYSTEM(S) REQUIREMENTS:	
1. Hamilton Jet Drive recommended spec'd out for the engine specified in the engine section. State system offered	CPL 2 - Hamilton 364 jets will be supplied and installed
2. Form of device to clear jet drive of debris, either mechanical or hydraulic. State system offered	CPL The reduction gear gives the jet the capability to be reversed, so it can back flush debris. The intake rake kit will also be supplied.

3. Engine and jet drive aligned and balanced for maximum performance	CPL

ENGINE(S) COOLING SYSTEM(S):	
1. Closed cooling system. No raw water will be allowed to enter the engine(s) cooling system.	CPL
2. Raw water pump easily accessible to service the impeller.	CPL
3. Protected from foreign debris entering the system. State system offered.	CPL In addition to the sea strainers, a sea chest will be installed at intake.
4. Heat exchanger sized correctly for maximum engine load at an ambient temperature of 90 degrees.	CPL
5. 5 year coolant service intervals required.	CPL
6. Silicone coolant hoses with silicone hose approved constant torque hose clamps sized appropriately to hose size requirements.	CPL
7. Each engine shall have a separate Sea Water Strainer. Groco ARG1250 (1 ¼") Brass, and must be ordered with the optional Brass Upper Cap and Fine Mesh Stainless Screen.	CPL
8. Sea strainers shall have SS or Bronze shut off "ball" valves to allow servicing while in the water	CPL
9. A low water flow warning (alarm) system shall alert the helm of a low flow condition at the sea strainers and/or raw water pump. Groco SSA System for each engine preferred.	CPL

ENGINE(S) HEATING SYSTEM(S):	
1. Each engine shall be equipped with a block heating coolant circulation system. Power for this system shall be provided by the 120 (or 240) VAC power distribution system. State system design offered	CPL A Hot Start Thermosiphon Engine Heater will be installed on each main engine. Heaters will be 240 v AC.
2. Bronze or SS shut-off valves to isolate the heater assembly for use during servicing are required	CPL

ENGINE(S) EXHAUST SYSTEM(S):	
1. Shall be sized to accommodate exhaust flow per the manufactures specifications under full load.	CPL

2. Manufactures exhaust back flow pressure specifications shall not be exceeded under sustained full loads	CPL
3. 90 degree bends in the exhaust system shall be avoided. These types of bends substantially restrict exhaust flow and engine power output	CPL
4. Water-cooled exhaust with water-lift silencers	CPL
5. The marine rated mufflers shall be designed to minimize exhaust noise and be non-restrictive to exhaust flow	CPL

ENGINE(S) COMPARTMENT:	
1. Insulated engine compartment to reduce exterior engine noise	CPL
2. The engine room shall be supplied with proper air flow through vents. Natural intake louvers with a minimum net area of 150 square inches each shall be provided. These louvers shall be equipped with automatic fire dampers. If required one intake fan providing at minimum of 250 CFM shall also be provided and will be controlled from the helm station. State system offered	CPL Natural air intakes, w/ fire dampers, will be provided to supply the engine room air. A Delta T fan will be provided for circulation.
3. Proper air flow shall be supplied for the engine(s) under full load per engine mfg. specifications	CPL
4. Easily accessible engine compartment. All engine compartment hatches shall have lifting assist shocks such as nitrogen assist rods. Hatches shall have safety support rods	CPL
5. The engine compartment hatches shall be designed to allow engine removal without cutting or modifying any support structures. Either single or dual engine compartment hatches shall allow the service technician to work on either engine while standing up. The hatches shall be properly supported to handle deck loads	CPL
6. All service access hatches shall be sized large enough to allow the Skagit technicians to climb thru and repair various components such as transmissions, steering components, etc. Minimum of 30 inch by 30 inch openings are required. Freeman Brand hatches preferred.	CPL Freeman brand hatches will be supplied.
7. Ladders and handles (if needed) shall be installed for egress and ingress of the engine compartment	CPL
8. Hose, wire and tube routing shall not impede normal maintenance and adjustment of the vessels components	CPL

ENGINE(S) COMPARTMENT FIRE SUPPRESSION:

1. The engine room shall be fitted with a marine automatic heat sensing self-contained carbon dioxide fire suppression system sized accordingly. The system shall also be fitted with a manual push or pull actuator, located at the helm steering station	A Fireboy or equal FM200 system with automatic engine shut downs will be installed.

FUEL TANK(S):	
1. Running the engine(s) at maximum engine rating, there shall be a sufficient fuel supply to operate the vessel for a minimum of 30 hours and be size at 125% of that requirement. State fuel system requirements in gallons to achieve this requirement in the proposal. Dual tanks with valve controlled cross-over tube(s) preferred.	CPL Based on the 6090 John Deere fuel burn at full rpm, 1800 gallons of total fuel is required to meet this requirement. 2 – tanks of 900 gallons each will be built and installed per the described requirements.
2. The fuel tank(s) shall be non-integral to the vessel	CPL
3. The fuel tank(s) shall have equal weight distribution to the vessel	CPL
4. The fuel tank(s) shall incorporate adequate welded baffles to prevent excessive sloshing of fuel and flexing of the fuel tank	CPL
5. The fuel tank(s) shall include one inspection cover with approximately a one square foot of access area	CPL
6. The engine(s) fuel pickup shall be removable and just off the bottom of the tank. The Pickup tube shall incorporate a suction strainer screen	CPL
7. The fuel system shall supply fuel to the propulsion engine(s) and return excess fuel to the storage tanks. Return piping shall enter the top of the storage tanks through check valves. Fuel tanks shall have cross-overs with ball valves. State system offered.	CPL There will be one tank per main engine. The tanks will have a cross over between them with ball valves at each tank. The generator will draw from one of the tanks and return to that tank.
8. Piping and components shall be sized and arranged to provide for operation of the propulsion engines on either tank. All piping and fittings shall be SS.	CPL Short fuel hoses will connect the S.S. pipe to the machinery. Hose is Parker, crimp style.

9. The fuel system supply, return pipe and hose sizes shall be within the engine manufacturer's requirements	CPL
10. The fuel tank shall be properly vented	CPL
11. The storage tanks shall be properly secured against sea motions	CPL
12. The fuel tank shall be fabricated with either proper marine aluminum or stainless steel. State materials offered.	Fuel tanks will be marine aluminum, 5052
13. The fuel tank shall be properly secured by metal straps and tank saddle(s) and these straps shall be insulated to eliminate chaffing and electrolysis	CPL
14. The fuel tank(s) shall be removable without moving or removing any propulsion components	CPL
15. Fuel tank(s) shall be located below the deck	CPL
16. All fuel tanks shall be fitted with remote level sensors, with displays at the helm station	CPL Wema Fuel Monitoring System

ELECTRICAL:	
1. The complete electrical system shall be in accordance with the requirements of ABYC and IEEE-45	CPL
2. The Contractor shall provide a complete and modern electrical system. The system shall be designed to provide sufficient electrical power for equipment under all operating conditions. The vessel's electrical system shall consist of both AC and DC power supply	CPL
3. All wiring shall be color coded and/or numerically laser etched a minimum of every six (6) inches	
4. Where cables pass through watertight bulkheads, watertight stuffing tubes shall be installed; where cables pass through watertight decks, kick pipes shall be used. A 3 inch pipe cable pass-through from the engine room to the Cockpit shall be installed. A threaded cap shall be provided, secured with a lanyard. Care shall be taken that no sharp corners are present where cables are pulled through kick pipes, conduit, or pass-throughs	CPL
5. Wire or wire bundles shall be routed free of chafing and abrasions and shall be supported using industrial grade, non-corrosive, insulated clamps. Clamp spacing will be approximately 12-inches	CPL
6. All wiring shall run thru "Kellems" or "Hubbel" nonconductive conduit or SCL Project Manager approved equivalent. Describe system offered in proposal	CPL Main wire run(s) will be run through Kellem nonconductive conduit.
7. All cables shall be labeled at each end and on each side of watertight bulkheads or decks	CPL

8. Load circuit wires to be AWG-14 approximately or larger based upon load current and wire run length. SAE standards for wire size vs. run length are to be followed	CPL
9. Ring terminals with proper diameter mounting screws shall be used on all wire connections. Spade or hook terminals are unacceptable	CPL
10. Inexpensive, plastic type splices known as "Scotch Locks" or equal will be aggressively rejected and wires using them will be rejected and replaced at Vendor's expense. **DO NOT USE THESE DEVICES**	CPL
11. Only full length wire runs will be accepted. Connections will be made at approved junction boxes, the lamp housing or appliance only	CPL
12. **IN LINE FUSES ARE UNACCEPTABLE**	CPL
13. AC power shall be provided by a shore power connection when dockside. AC power shall be nominally 120 (or 240) VAC, 1 phase, 60 Hz. Amount of connections dependent on load needed. State system offered.	CPL 50-amp 240 v ACshore power receptacle will be provided.
14. An Equipment Leakage Circuit Interrupter (ELCI) shall be installed as per ABYC standards.	CPL
15. 12 VDC power shall be supplied through a system of alternators and battery banks as necessary for general power and engine starting	CPL
16. 12 VDC onboard power system shall be designed to handle all loads required	CPL
17. All batteries shall be Absorbed Glass Matt (AGM). Odyssey or Lifeline are the preferred battery manufacturers. **No exception** State Batteries offered	CPL Lifeline
18. Utilize two 8D AGM marine engine starting batteries with on/off switches and selection switch allowing engine starting from either battery	CPL
19. 8D Marine house battery(ies) are required. All auxiliary DC loads shall be powered by the house battery(ies) (interior house lighting, exterior auxiliary lighting and all auxiliary load systems). On/off switches and selection switch(s) shall allow engine starting from auxiliary battery(ies)	CPL
20. The auxiliary battery(ies) will be charged via the engine charging system yet be isolated when the ignition switch is off. This allows use of the auxiliary DC electrical systems without running the engine(s) and preserves the starting battery for engine starting dependability	CPL
21. Both House and Auxiliary batteries to be charged by the charger utilizing shore power and engine alternators when under way.	CPL

ITEMS REQUIRED	RESPONSE
22. The auxiliary battery shall be located in a battery(ies) compartment. The auxiliary battery(ies) can share the same compartment as the starting battery(ies). State battery storage, securement and location in proposal. The battery storage, mounting and location shall require SCL Project Manager approval	CPL
23. Two (2) power distribution panels shall be installed, one servicing 120 (or 240) VAC and one servicing 12 VDC. The panels shall be "Blue Sea Systems" or equal with back insulation cover, dimmable lighting and LED on/off indicators	CPL
24. The distribution panel shall be designed to meet the required needs from shore power input. The inputs from the shore power shall have separate circuit breakers. The panel shall be fitted with an AC voltmeter and ammeter as well as a DC voltmeter and ammeter. State system offered	CPL Blue Seas Panel will be provided
25. The 120(or 240) VAC shore power system(s) shall include a 50' power cord that is USCG and ABYC approved. State shore power system required.	CPL 50' - Marinco or equal 50 amp 125 / 250 volt shore power cord.
26. All controls and instrumentation shall be clearly identified and permanently labeled. Engraving height will be as large as possible given the space limitation of the switch panel	CPL
27. One "Zantrex" TrueCharge 12 VDC 2 - 40 amp multi-bank charger. Battery charger shall be powered from the 120 VAC power distribution panel when the shore power is hooked up. **No exceptions**	CPL
28. A trumpet horn with helm mounted switch shall be supplied	CPL
29. 2000gph bilge pump(s) with automatic non-mercury float switches and helm mounted manual switches shall be installed dependent of system requirements. Each hull compartment shall be equipped with a minimum of one bilge pump and shall meet all coast guard and passenger vessel L&I required compliance specifications. State system offered	CPL Engine Rm: 1 – 3700 gph 1 – 2000 gph Under Cabin: 2 – 2000 gph Bow Void: 1 – 2000 gph Each pump will have float switches. A high water alarm will be in compartment.
30. Switches outside of the cabin shall be weatherproof, non-corrosive, and mounted to prevent moisture penetrating into the back side	CPL
31. Compass with direct read dial and night illumination	CPL
32. The cabin helm shall be equipped with two 20 AMP DC remote power receptacles	CPL

33. Four 120 VAC GFI dual outlet receptacles shall be installed, one in the engine compartment and three in the cabin, exact locations to be determined in the cabin at the required pre-build meeting.	CPL
34. Allocate 4 extra spaces in circuit panel for future additional needs	CPL
35. If aux generator needed for electrical requirements state system offered.	Northern Lights 12kW (M843NW3) or equal generator will be provided.
36. Generator/Transfer switch for shore owner-generator operation of the 120/240 VAC SYSTEM	CPL
37. 24 VDC power used whenever possible. (Heater, pumps, Block Heater(s), battery charger(s), etc.)	CPL
38. Detailed system wide SAE Electrical Schematics required.	CPL

SCHEMATICS:	
1. A full set of AutoCAD compatible drawings (with electronic and hard copy versions, showing Port, starboard, top and stern views. **To be included with bid.**	CPL PDF with bid
2. Three (3) each, engineering schematic drawings of the electrical and propulsion system are required. The schematics shall be a minimum of 11x17 in. size, easily readable and mylar coated.	CPL
3. The wiring schematic shall include number 4 -7 below	CPL
4. SAE electrical symbols shall be used to identify all components	CPL
5. All interfaces between OEM wiring and added equipment shall be shown to include electrical pin positions as arranged in the interface connections	CPL
6. All wire-coding and/or wire numbers shall be displayed to indicate different circuits	CPL
7. Electrical circuits may be shown individually as long as all circuits are included	CPL
8. The propulsion schematic shall include engine, transmission, and jet drive with all associated installed hardware	CPL
9. An electronic version of the schematics are to be submitted to the project manager for approval	CPL

LIGHTING:	
1. All lighting shall be LED whenever possible	CPL

2. The Contractor shall provide, install, and make fully operational the navigation lighting aboard the vessel. The navigation lighting shall be in accordance with USCG Navigation rules for anchoring and free running. All navigation lighting shall be 12 VDC LED, Perko 602 running lights and Perko 1340 all-around, or equal	CPL
3. Navigation lighting shall be powered by the 12 VDC main panel(s). An activation switch shall be located at the helm station. Led navigation lights as per USCG requirements.	CPL
4. White overhead LED lights in engine room shall supply adequate light for servicing the propulsion system	CPL
5. Interior lighting shall have sufficient LEDs to provide 4500 lumens when seated in the cabin seats	CPL
6. Interior and exterior lighting to be switched both at cabin entrance door and at helm console	CPL
7. Three (3) LED exterior flood lights to provide illumination of both rail gates and third light to be centered on the aft deck	CPL
8. Two LED marine "GO" remote control spot lights shall be mounted above the bow cabin roof, one port and one starboard	CPL

COMMUNICATIONS AND NAVIGATION:	
1. Ship to Shore Radio mounts and connectors installed by manufacturer. Type of radio and location to be determined at per build meeting.	CPL
2. Ship board hailer installed	CPL
3. SIMRAD NSS12 Navigation Pack or Equiv.	CPL
4. Radar unit to be plumbed at manufacturer, removed, and reinstalled onsite at delivery	CPL
5. PA system required with eight (8) speakers, 6 inside and 2 outside at the aft deck. Radio with external communication access for CD's, memory sticks, etc. State System offered, project manager has final approval of system.	CPL PA system is by Crown (Crown 280MA or equal)
6. PA system with 1 zone inside and 1 zone outside, they shall have the capability of working independently or together.	CPL
7. Mic inputs from both inside and outside. Inside input close to the bow of the main cabin. Outside Mic input at rear of cabin bulkhead.	CPL

ITEMS REQUIRED	RESPONSE
CABIN AND STERN DECK:	
1. All aluminum cabin construction	CPL
2. Ducting shall be protected against the entry of foreign materials during construction and carefully inspected to ensure the absence of foreign material before closure.	CPL
3. Cabin seating for 48 plus seat for captain, total capacity of 49 on the vessel at one time.	CPL
4. Cabin floor same height as stern deck allowing ADA access to cabin.	CPL
5. Head to include both toilet and sink, ADA accessible	CPL
6. Two ADA approved tie downs systems at rear of cabin located opposite of the head	CPL
7. Approved marine foam padded seating and backrest for bench seats	CPL
8. Two rows of bench seats with a center aisle, aisle min 36" wide	CPL
9. Seat and backrest material shall be HD marine grade vinyl. Heidi Soft Marine HDI 6861 Classic Blue in color with smoke gray accents or equiv. State color and style offered	Fabricated aluminum seats with Heidi Soft Marine HDI-6861 cushions. Cushions will have HDI-6854 accents
10. Storage under cabin seating for life saving devices and/or gear	CPL
11. Lockable storage bin located in front area of cabin sized to fit a small duffel bag or backpack. State system offered	CPL
12. Sliding Aluminum cabin door with upper window wide enough to meet ADA requirements. Min 36" opening. A smooth transition from aft deck to cabin required for wheelchair access. Door to be locked either in the open position or closed position	CPL
13. Windows along the front and sides of the cabin sized for maximum visibility	CPL
14. Windows in roof of cabin over seating area to maximize viewing	CPL
15. All glass Marine grade safety glass (Diamond SeaGlaze or equivalent)	CPL
16. Cabin Front, Fixed Type Aluminum Clamp-in frame, radius corners, 3/8 inch tempered glass with light tint, Diamond/Sea-Glaze 106 Series or equal	CPL
17. Cabin Front, min. 1 section that has the ability to open for access to the bow area for ingress and egress. Latch able from the inside when not in use.	CPL

18. Cabin Sides, Slide Type Aluminum Clamp-in frame, radius corners, 1/4 inch tempered glass with light tint, Diamond/Sea-Glaze 106 Series or equal. Aft panel of the window to slide forward	CPL
19. Cabin Roof, Fixed Type Aluminum Clamp-in frame, radius corners, 3/8 inch tempered glass with light tint, Diamond/Sea-Glaze 106 Series or equal, bolted down with sealed framed edges	CPL
20. Cooling System shall cool cabin and keep a min. inside temp. of 20 degrees below outside ambient temperature in 30 minutes or less of turning on the system while on either shore power or ship power with all windows and doors closed. State system offered	CPL Cooling will be provided by three (3) Dometic or equal DuraSea roof top air cooled air conditioners. This will provided the proper btu's and air distribution to meet the requirements.
21. Heating System shall heat cabin and keep a min. inside temp. of 30 degrees above outside ambient temperature in 30 minutes or less of turning on the system while on either shore power or ship power with all windows and doors closed. State system offered	CPL King Electric 1500 watt heaters will be provided in addition to electric heat provided from roof top DuraSea roof top units.
22. Stern deck Approx. 14' long by full beam width	CPL
23. Jump seating along edge of hand rail system of stern deck. Jump seating needs to be able to be locked in the up position.	CPL
24. Stern Deck Center Isle seating to be removable	CPL
25. Safety railings along exposed sides of stern deck with two ingress/egress accesses to rear deck located both port and starboard. Min 36" opening's for ADA access one gate opening located centered stern for access to swim step, opening to swing inward toward cabin.	CPL
26. Mounting for a min. 30 gallon ice chest attached to the rear swim step. Ice chest opening to be level with top of railing	CPL

HELM:	
1. The Contractor shall provide and install a hydraulic steering system. The steering wheel helm unit shall be a Seastar HH5292 Sport Tilt Helm or equal. The helm pump shall be fitted with an 18 inch destroyer type stainless steel wheel. Jet Drive(s) positioning gauge(s) shall be installed at the helm station.	CPL

2. Pedestal mounted high back swivel helm chair with left and right arm rests. Helm chair shall be adjustable up and down as well as fore and aft. Helm chair shall be an air or spring cushioned ride. Seat material shall be HD marine grade vinyl similar to cabin benches	CPL
3. Engine controls to be mounted on right side of steering wheel. Exact location to be determined at construction.	CPL
4. Engine controls shall be installed by the Contractor. The Primary Control Station will be within easy, comfortable reach to the Pilots right side. Installation shall be in strict conformity with manufacturer's instructions. Engine and transmission controls shall be electronic not cable	CPL ZF electronic controls
5. Steering station console mounted gages analog (direct readout).	CPL
6. Engine manufactures factory electronic gage panel including at a minimum: gages for engine(s) RPM, hour meter, oil pressure, coolant temperature, battery voltage all banks, primary air filter vacuum (restriction), and raw water vacuum or low flow warning	CPL
7. Two SS dash fans angled at each side of windshield pointing toward the captain's chair individually switched at the helm.	CPL

HATCHES/SCUTTLES:	
1. All hatches shall be fitted with positive securing mechanisms that indicate when the hatch is secured	CPL
2. Engine room access - Large main deck, rectangular flush mounted hinged aluminum watertight hatch(es), nitrogen shock assisted hatch(s). An automatic means to drain the channels shall be provided	CPL
3. All access ports such as the steering, main deck, etc. shall be flush-hinge aluminum watertight hatches, "Freeman" 2400 series, rod style hold-open or equal with drains. Excluding engine access hatches as called out under engine compartment. Min. 24" x 24" access hatches required.	CPL
4. All deck and hatch drains shall be minimum 1-1/4 inch pipe. All drains shall be installed with street ells or sweeping curves to minimize blockages and facilitate maintenance. Sharp corners or standard elbows are not acceptable. All drains shall be installed so that the clear area of the pipe is not obstructed	CPL

ITEMS REQUIRED	RESPONSE
ANCHOR AND ANCHOR HOLD:	
1. Submit an anchoring system that matches the boat's length, displacement and windage requirements. Min 15' chain with 400' rope, sized appropriately for system offered. Delta Fast set anchor style preferred. State system offered	Delta 70F (70lbs) will be provided with 400' of Samson double braid rope and 60 feet of ½ galvanized chain connect with SS thimble
2. Anchor hold shall be placed in the bow storage locker section of the boat, sized appropriately to hold anchor, chain, and all rope for this boat	CPL

PAINT:	
1. All weld scale and splatter shall be removed prior to painting	CPL
2. All exposed metal shall be prepped and washed to remove any grease or dirt residue.	CPL
3. All surfaces that are to be painted shall be properly prepped for paint adhesion.	CPL
4. Cabin inside and out to be painted; Zolatone Admiral Blue 20-88 or similar color. State color offered	CPL Admiral Blue 20-88
5. Stern deck to be painted with a non-skid product. State system offered. Project manager approval required.	Farwest Non Skid

TRAILER:	
1. A goose neck electric over hydraulic multi axle trailer which will include (as a minimum) galvanized torsion axles, trailer winch, LED fender lights, and bunk trailer system for removal of the boat from the water shall be provided, as the primary means for removal from the water. State system offered	CPL – per below specifications: Tuff Built 50,000 lb yard goose neck trailer. Hot dip galvanized, triple dual axles, LED lights, winch, UHMW keel support, adjustable out riggers or bunks.
2. All exposed areas of trailer and axles shall be galvanized.	CPL
3. Trailer bunks shall be covered with a low friction material. State system offered.	CPL UHMW & carpet

SAFETY:	

1. USCG 10# BC fire extinguishers in USCG approved mounting brackets. Min One (1) is to be installed in cabin and one (1) in engine room dependent on USCG and L&I requirements and one (1) accessible at stern deck passenger area.	CPL
2. Min. (1) USCG approved 22" life ring with mounting bracket dependent on USCG requirements.	CPL
3. Fire axe mounting and pike pole mounting manufacturer to supply axe and pike pole.	CPL
4. Life jacket storage for up to 50 life jackets or min USCG requirements whichever is more. Both adult and children life jackets are required, refer to USCG or L&I for amounts of each.	CPL
5. Other safety equipment as required by USCG and L&I	CPL

OTHER:	
1. All deck access for engines, forward and aft voids shall have pipe ladders to access voids	CPL
2. A spare filter set for each unit ordered (oil, hydraulic, air, water, fuel, etc.) shall be delivered with the vessel. The filter set shall consist of all filters installed by the vendor and shall be individually packaged and identified. The filter set shall be packaged as a group in a plastic water proof bag(s). All filters shall be marked to indicate which filter they are. (Hyd. reservoir filter etc.)	CPL
3. All hardware shall be Type 316 stainless steel. All bolted connections to the vessel shall be made with stainless steel bolts, washers and Nyloc nuts to SAE inch grade requirements dependent on load or SCL Project Manager authorized alternative. Bolts shall be used with Nyloc nuts of identical grade	CPL
4. Thermal and Acoustic Insulation - Provide and install acoustic fiberglass hull board insulation with integral vapor barrier in the engine room and cabin, with thicknesses as follows: Engine Room Overhead: 2 inch with lead foil insert, Engine Room Sides: 1 inch, Engine Room Forward Bulkhead: 2 inch with lead foil inserts. Cabin: 1 inch	CPL

ITEMS REQUIRED	RESPONSE
5. The Contractor shall provide and install perforated 22-gauge aluminum sheathing (1/8 inch holes, spaced 3/16 inches on center) to cover and protect all insulation in the engine room and cabin. The edges of sheathing shall be finished by aluminum trim that provides a smooth edge completely covering the cut edges of the sheathing. Access panels shall be provided to access all wiring and removable pipe runs	CPL

TRAINING:	
1. Unit price shall include 8 hours total of operators to be conducted at Diablo Lake Boat House, in as many as 2 separate sessions for each vessel purchased	CPL
2. Unit price shall include 16 hours vessel technician training to be conducted at the Newhalem Maintenance Facility, in as many as 2 separate sessions for each vessel purchased	CPL

KEYS:	
1. All compartments shall be keyed alike	CPL
2. Five (5) sets of all keys shall be provided.	CPL

WARRANTY:	
1. A full time complete parts and service facility offering factory authorized service and a parts supply adequate to perform complete repair is required. Vendor's facility must be within a (100) miles radius of the: FFD-Newhalem Maintenance Facility 500 Newhalem St. Newhalem, WA 98283	CPL

ITEMS REQUIRED	RESPONSE
2. Warranty service and recall work must be performed by seller and seller must accept responsibility for transportation. Contractor must respond to a call for warranty service within 24 hours of City's initial contact. All costs of warranty repair and service shall be borne by the contractor	CPL
3. Two copies of all applicable warranties must be submitted with bid package	CPL Warranty is as required by SCL
4. Warranty shall begin on date unit is placed into service, not delivery date. Contractor-provided delayed warranty forms will be completed and returned when vessel enters service	CPL
5. Base warranty shall be for a minimum of 2 years, from bow to stern of all systems and all components	CPL
6. Minor warranty repairs than can be done in one (1) hour or less shall be performed by the SCL repair shop automatically. In the event a covered repair will take more than one (1) hour, the SCL shop will call vendors assigned contact person for repair authorization. If repair authorization is rejected the vendor shall start required repairs within 24 hours. State contact person.	CPL Contact Person: Jason Rozema
7. All warranty repairs completed by The Seattle City Light shop will be reimbursed by the vendor at the applicable shop rate when the vessel is repaired. The current shop rate (2014) is $115.00 per hour. The Seattle City Light shop will only bill for actual time spent. There will be no minimum time charge on any repair. All warranty transportation will be provided by the vendor.	CPL
8. Quote pricing for all additional extended warranties available for the engine and transmission systems above the base 2 year warranties.	CPL See attached engine warranty options.

FACTORY VISITS AND PROJECT MANAGEMENT:	
1. The bid price submitted shall include the cost of having five (5) City of Seattle employees travel to the factory and remain overnight on four occasions.	CPL

2. Local meeting for pre-build phase: After bid award and prior to beginning construction, vendor shall meet with the City of Seattle project manager to review construction techniques and clarify any specification-related questions. Agree on general layout of components and review scope of work, sign-offs, and manufacturing schedule.	CPL
3. One trip for the manufacturing phase of hull construction. One trip for the manufacturing phase of propulsion system installed. One trip for the manufacturing phase of pre paint completion. Final trip for the manufacturing phase of post painting. And on the next day performing the sea trials at the manufacturing facility.	CPL
4. The unit may be inspected at any time during construction. All cost for travel and lodging associated with the above-mentioned specification reviews, and/or construction progress inspection trips shall be borne by the City of Seattle if within the greater Seattle area. Beyond the Seattle area contractor will pay all such costs.	CPL

DELIVERY REQUIREMENTS:	
1. All equipment shall have full manufacturer preparation and be ready for service when delivered.	CPL
2. All equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.	CPL
3. Three (3) copies of the operator's manual shall be provided for all the equipment installed. The operator's manual shall contain complete operating instructions for the tour boat and all accessories.	CPL
4. Three (3) copies of the service manuals, including electrical, electronic, and propulsion diagrams, to include all controllers and accessories	CPL
5. Three (3) copies of the parts list for all installed equipment as well as electrical and propulsion systems.	CPL
6. Any and all manual and parts lists in CD-ROM format shall be supplied	CPL
7. A spare filter set for each unit ordered (oil, hydraulic, air, water, fuel, etc.) shall be delivered with the vessel. The filter set shall consist of all filters installed by the vendor and shall be individually packaged and identified. The filter set shall be packaged as a group in a plastic water proof bag(s). All filters shall be marked to indicate which filter they are. (Hyd. reservoir filter etc.)	CPL

OPTIONS:	
1. The City encourages vendors to offer options with their bids. Please include any options you feel would be a benefit to Seattle City Light but has been omitted from the specification (on a separate page if necessary).	CPL
2. Quote pricing for all available extended warranties available	See attached engine warranty options.
3. Quote price for one (1) additional person for the factory visit	See attached option sheet.
4. Quote price deduction to deduct one (1) person from the factory visit	See attached option sheet.

********IMPORTANT********

The manufacturer's local representative must print the representative's firm name, address, phone number and the VIN number on all written warranty statements and/or manuals. VIN numbers furnished must match the respective item numbers on the contracts. Additionally, all such warranty instruments must be complete with all manufacturer/dealer responses contained therein (typewritten or neatly printed in ink, no exceptions) before acceptance of the vehicle/equipment will be made.

UNIT PRICE PER BASIC SPECIFICATION: $1,565,000.00

WSST for Skagit County, WA (8.5%)	$133,025.00
UNIT PRICE WITH WSST	$1,698,025.00

MANUFACTURER: Rozema Boat Works, Inc.

MODEL: Rozema 55 Tour

Indicate the estimated number of calendar days to deliver vehicles after receiving notice to proceed: 1ST unit 350 days ARO

City Prompt Payment Discount: State Prompt Discount Terms ____0____ % _____ days; Net _____ (Discount terms of 10 or more days will be considered in bid evaluation)

Interlocal Agreement: Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies? Yes: ____X__ No: _____

Prevailing Wages: If prevailing wages apply to this contract, confirm your intent to pay prevailing wages and that such wages are considered within your Offer: Yes

COMPANY: ROZEMA'S BOAT WORKS, INC. (360) 757 - 6004

(PRINT) (PHONE)

NAME: Dirk Rozema **President**

(PRINT) (TITLE)

I have read and understand the above specifications.

SIGNATURE: Dirk Rozema 10/13/2014

(DATE)

Manufacturing Facilities

1.

Rozema Boat Works, Inc.
11130 Bayview-Edison Rd.
Mount Vernon, WA 98273

Repair Facilities

1.

Rozema Boat Works, Inc.
11130 Bayview-Edison Rd.
Mount Vernon, WA 98273

OPTIONS

Diablo Lake Tour Boat

Seattle City Light - RFP 3367

1. Engine diagnostic software	$1,200.00
2. Quarterly fee to have John Deere engine software.	$150.00 per quarter / $600.00 per year.
3. One additional person for the four (4) factory visits	$480.00
4. Less one person from the four (4) factory visits	($480.00)

Note: This contract indicates all terms and conditions required by Seattle. All submitting companies agree to this contract, terms and conditions.

City of Seattle
CONTRACT FOR

This Contract is made effective November 24, 2014 (the "Effective Date"), and entered into by and between the City of Seattle ("Seattle"), a Washington municipal corporation; and Rozema Boat Works, Inc ("Contractor"), a corporation of the State of Washington and authorized to do business in the State of Washington.

Contractor Business	Rozema Boat Works Inc
Name of Representative	Dirk Rozema
Contractor Address	11130 Bayview Edison Rd. Mount Vernon, WA 98273
Contractor Phone	360-757-6004
Contractor Fax	360-757-6005
Contractor E-mail	dirk@rozemaboatworks.com

WHEREAS, the purpose of this contract for a 55' Custom Aluminum Tour Boat for Skagit Tours and

WHEREAS, Contractor was selected as a result of a Request for Proposal process initiated September 4, 2014 as required by Seattle Municipal Code since costs are anticipated to exceed $47,000 in value; and

WHEREAS, funds for this purpose are authorized through City of Seattle annual budget;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, Seattle and Contractor mutually agree as follows:

1. **Entire Agreement.** This Contract including all attachments, consisting of but not limited to existing and future exhibits, statements of work, project schedules, and future Contract amendments comprises the entire agreement between the City of Seattle (Seattle) and the Contractor. The Contract is defined to explicitly include the City's Purchase Order/Vendor or Blanket Contract, the City's Solicitation and all Addenda and Vendor's Offer. Where there are conflicts between these documents, the controlling documents will be in that same sequence, with the first taking priority over the last listed.

2. **Term of Contract.**
   This contract shall extend throughout the development, installation, testing and delivery (350 days from NTP), until City has completed acceptance in accordance with the Statement of Work. Continuous one-year extensions shall continue thereafter Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew.
3. **Time of Beginning and Completion**
   Contractor shall begin the work stated in the "Specification" section upon receipt of written notice to proceed from Seattle. Seattle will acknowledge in writing when work is complete. Time limits established pursuant to this Contract shall not be extended because of delays for which Contractor is responsible, but may be extended by Seattle, in writing, for its convenience or for conditions beyond Contractor's control. Time is of the essence.

4. **Scope of Work.**
Contractor shall provide the following products and/or services as specified below and/or as attached. These services shall be termed "work" herein.

5. **Limits of Sales to Authorized Products and Services.**
Contractor has responsibility to limit sales to those products or services authorized within the contract, whether authorized by changes and amendments or stated within the original contract scope. The Contractor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the City. If the Contractor has consistent sales of unauthorized products or services, the City reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Contractor payments on "hold" for all incoming invoices while the City determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.

6. **Payment/Payment Procedures.**
Seattle agrees to compensate as specified herein or attached, in consideration of acceptable Contractor performance. Payment shall only be made for services performed and/or product delivered, after receipt, review and authorization by the City. If the City is unable to pay within the period allowed for early payment discount, the payment term will revert to net thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery an acceptance of all goods ordered, the acceptance by the City of completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars.

7. **Late Invoice Payment.**
If the City pays an invoice after the 30 day allowance, the Contractor may charge the City no more than 1% interest calculated per month upon the total invoice amount. The Contractor is not entitled to any late fees or penalties for late payments. (Per RCW Chapter 39.76.011)

8. **Reserved**

9. **Invoices.**
Invoices must show line item detail and price for each. Invoices must provide the name of the City employee that placed the order, and the City Contract Number. If the pricing structure is based upon a discount below list, or a mark-up above cost, then the Vendor must provide a method for tracking the cost of the item to the City, with the City discount calculation displayed so that pricing discounts can be easily tracked and verified by the City.

   For contracts where prevailing wages are required, the Vendor must include a statement that certifies Prevailing Wages have been paid for the Contractor and subcontractors, if any.

10. **Contract Bond.**
Concurrent with the execution of this Contract, Contractor shall furnish to the RFP Coordinator, a contract bond (payment and performance) or Letter of Credit in an amount equal to (100%) of the aggregate contract price plus estimated retail sales and use taxes. Contractor shall be named as Principal and Seattle shall be named as Obligee.

    The Bond or Letter of Credit ("instrument") shall be conditioned upon full performance of all obligations imposed upon the Contractor in this Contract, including, without limitation, delivery and installation of necessary equipment, warranty service and extended service for the required Contract term.

The instrument shall be subject to approval by the City Attorney as to company, form and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must correct the flaw promptly prior to contract execution or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), and is included on the Washington State Insurance Commissioner's Authorized Insurance Company List.

The Letter of Credit must be executed by a Banking Institution that has a current Moody's rating of B or better and must be presented in person at a branch or office in Seattle, Washington.

11. **Taxes, Fees and Licenses.**

A. Fees and Licenses: Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

B. Taxes: Where required by state statute, ordinance or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, Seattle agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and Seattle agrees to furnish Contractor with an exemption certificate where appropriate.

C. Withholding payment for taxes/business license fees due the City of Seattle: If specified by Seattle Municipal Code the Director of the Department of Finance and Administrative Services may withhold payment due a City contractor pending satisfactory resolution of unpaid taxes and fees due the City.

D. Supplier is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

12. **Pricing.**

Pricing shall be subject to the following terms. These are in addition to annual Prevailing Wage adjustments instructions when required that are specified elsewhere within this solicitation. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer. Changes (whether increases or decreases) may only be issued by the City Purchasing Buyer (Department of Finance and Administrative Services). No other individual or City Department is authorized to approve such modifications. Changes shall be issued in writing by the City Purchasing Buyer. Absent a written contract document, such changes shall not be considered effective. The Change Order shall not require joint signature, and implies concurrence unless the vendor rejects in writing immediately upon receipt of such a Change Order.

Requests for Price Decreases: Vendors can offer volume discounts or improved pricing that is more favorable to the City at any time, when a specific order is placed or when a long-term change in costs allows the vendor to offer a permanent change to the contract prices. Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same pricing structure as the original contract

(i.e. discounts below list, mark-up above, fixed price, or hourly rates). The City may likewise initiate a request to the vendor for price reductions, subject to mutual agreement of the vendor.

13. **Cancellation of Orders.**

The City may cancel an order before delivery without penalty or charge, providing that the Vendor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Vendor may charge the customer reasonable expenses incurred up until the date of the cancellation, that cannot be reasonably avoided or offset by the Vendor, not in any event to exceed 10% of the total value of the order.

14. **Returns and Restocking.** Unless specified otherwise in the solicitation, the following shall apply:

Vendor Error: No restocking charge for items ordered due to Vendor error. Vendor pays all shipping costs.

Stock items: No restocking fee applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.

Non-Stocked items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. If the City cancels the order after production has begun for a non-standard or custom order, then the Vendor may charge the customer reasonable expenses incurred up until the date of the cancellation, that cannot be reasonably avoided or offset by the Vendor, not in any event to exceed 10% of the total value of the order.

Non-Standard Items: Items that are custom engineered and fabricated to design specifications may be returned under the terms negotiated between the parties upon request of the City.

Failure to perform: If Vendor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Vendor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

15. **Catalogue.**

Upon request by the City, the Vendor shall also provide access to the "Manufacturer's Current Price List" in electronic and/or paper format. Such requests may be for current catalogue pricing or for past catalogue that are within the term of the contract.

16. **Delivery – Idling Prohibited.**

Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than five minutes. The City requires vendors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. Specific examples include "bucket" trucks that allow a worker to reach wires on telephone poles or tree branches for trimming; and vehicles with a lift on the back of a truck to move products in and out of the truck. The City of Seattle has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.

17. **Travel and Other Direct Charges.**

If the specifications and scope of work for this purchase have specifically identified travel and/or other

direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the Project Manager. If the specifications and scope of work do not clearly identify such costs for compensation, than no compensation will be given.

- City will reimburse the Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants or subcontractors.

- The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant/subcontractor paid invoices, and other supporting documents used by the Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.

- **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach class fare only. Receipts detailing each airfare are required. Unusual itineraries or multi-leg trips shall be prorated to the business requirements of this contact at the sole discretion of the City.

- **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate *(excluding the "Incidental" portion of the published CONUS Federal M&I Rate)* for the city in which the work is performed (the current Federal Per Diem daily meal rate used by the City for reimbursement will be provided upon request). *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- **Vehicle Mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (the current 2014 rate is 56.0 cents per mile = $.56). Documentation of mileage incurred is required. Please note: payment for mileage incurred for long distances traveled shall not be more than an equivalent trip round-trip airfare on a commercial airline for a coach or economy class ticket.

- **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

- **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

- **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

- **Subcontractor**: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all subcontractor invoices that are rebilled to the City are required.

18. **Delivery.**
Except when instructed otherwise, delivery must be made during normal work hours and within timeframes proposed by Contractor herein and as accepted by Seattle. Failure to comply may subject Contractor to non-delivery assessment charges and/or damages as appropriate. Seattle reserves the right to refuse shipment when delivered before or after normal working hours. Contractor shall verify specific working hours of offices and so instruct carrier(s) to deliver accordingly. The acceptance by Seattle of late performance without objection or reservation shall not waive the right of Seattle to claim damages for such breach, nor preclude Seattle from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor. All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in Purchase Order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather.

19. **Identification.**
All invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.

20. **Charges for handling.**
No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein.

21. **Contract Notices, Deliverable Materials and Invoices Delivery**
The City of Seattle agent for Contract changes shall be the City of Seattle Buyer named below, hereinafter referred to as "Buyer." Contract notices such as change requests, shall be delivered to the Buyer at the following addresses (or such other address as either party may designate in writing):

If delivered by the U.S. Postal Service, it must be addressed to:

Laura Park
City of Seattle Purchasing and Contracting Services
PO Box 94687
Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, it must be addressed to:

Laura Park
City of Seattle Purchasing and Contracting Services
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

Phone: 206-684-0445

Fax: 206-684-4511
E-Mail: laura.park@seattle.gov

Project work, invoices and communications shall be delivered to the City Project Manager:
City of Seattle, Department of Seattle City Light
Attention: Scott Hayes
Address: PO Box 34023 Seattle, WA 98124-4023
Phone: 206-684-3563

22. **Representations.**
Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

23. **Warranties**.
Contractor warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, are properly package, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, that an MSDS Sheet is supplied as required by law, and that products or services conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Seattle shall not alter or affect the obligations of the Contractor or the rights of Seattle.

The Vendor shall warrant all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure for any reason whatsoever which the City may reasonably determine is the responsibility of the Vendor, for a minimum of ninety (90) days after the date of final acceptance and without cost to the City for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified.

24. **Independent Contractor.**
It is the intention and understanding of the Parties that Contractor shall be an independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.

25. **Inspection**.
The Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

26. **Title, Risk of Loss, Freight, Overages or Underages.**
Title of goods received under this contract shall remain with the Contractor until they are delivered to the address specified, at which time title passes to Seattle. 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 acceptance. Such loss, injury, or destruction shall not release Contractor from any obligations under. Prices include freight prepaid. Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

27. **Performance.**
Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

28. **Affirmative Efforts for Utilization of Women and Minority Subcontracting and Employment, Non discrimination in providing services**

- Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

- In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of work.

- If a WMBE Inclusion Plan is requested by and submitted to the City, the WMBE Inclusion Plan is material to the contract. The requirements and conditions stated in the WMBE Inclusion Plan shall be enforced as a contract requirement.

- If upon investigation, the Director of Purchasing and Contracting Services finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall be notified in writing. The Director shall give Contractor an opportunity to be heard with ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.

- Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Vendor Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

29. **Assignment:** Contractor shall not assign any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion.

30. **Subcontracting:** Contractor shall not subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion. Contractor shall ensure that all subcontractors comply with the obligations, requirements and terms and conditions of the subcontract, except for Equal Benefit provisions. Seattle's consent to subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent to subcontract.

31. **Key Persons and Subcontractors.** Contractor shall not transfer, reassign or replace any individual

or subcontractor that is determined to be essential or that has been agreed upon in the Contractor's Subcontracting (Inclusion) Plan, without express written consent of Seattle. If during the term of this Contract, any such individual leaves the Contractor's employment or any named subcontract is terminated for any reason, Contractor shall notify Seattle and seek approval for reassignment or replacement with an alternative individual or subcontractor. Upon Seattle's request, the Contractor shall present to Seattle, one or more subcontractors or individual(s) with greater or equal qualifications as a replacement. Continued achievement of the Subcontracting (Inclusion) Plan that was incorporated into this Contract by reference, if any, and the associated subcontract awards, aspirational goals and efforts, will be one of the considerations in approval of such changes. Seattle's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

32. **Equal Employment Opportunity.**
All Contractors must comply with federal Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.:

33. **Civil Rights Act Title VI.**
The Contractor must comply with the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to, discrimination under any program or activity receiving federal financial assistance.

34. **Equal Benefits.**
Compliance with SMC Ch. 20.45: The Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Contractor provides to its employees with spouses. At Seattle's request, the Contractor shall provide complete information and verification of the Contractor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules, go to review information at http://cityofseattle.net/contract/equalbenefits/.)

Remedies for Violations of SMC Ch. 20.45: Any violation of this Section shall be a material breach of Contract for which the City may:

A. Require Contractor to pay actual damages for each day that the Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or
B. Terminate the Contract; or
C. Disqualify Contractor from bidding on or being awarded a City contract for a period of up to five (5) years; or
D. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

35. **Publicity.**
No news release, advertisement, promotional material, tour, or demonstration related to Seattle's purchase or use of the Contractor's product or services performed pursuant to this Contract shall be produced, distributed, or take place, without the prior, specific written approval of the City's Project Manager or his/her designee.

36. **Proprietary and Confidential Information**
Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are ***public records***. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10)8 describes those

exemptions. Contractor must familiarize itself with the Washington State Public Records Act (PRA) and the City of Seattle's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace Contractor's obligations to identify any materials Contractor wishes to have redacted or protected, and that Contractor believes are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary)
Contractor must determine and declare any materials you want exempted (redacted), and that Contractor also believes are eligible for redaction. This includes but is not limited to Contractor's bid submissions, contract materials and work products

Proposal Submittals
Asserted exemptions for Bid/Proposal Submittals shall be those exemptions that, Contractor identified on the City Non-Disclosure Request included in the City of Seattle Vendor Questionnaire. If the Contractor did not submit a request within the Vendor Questionnaire, the Contractor is deemed to have authorized releasing any and all information submitted to the City.

Contract Work Products.
If Contractor wishes to assert exemptions for its contract work products Contractor must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests
The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions identified by Contractor. The Limited Redaction will be released only after Contractor is provided "third party notice" that allows Contractor the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide Contractor "third party notice", giving ten business days to obtain a temporary restraining order while Contractor pursues a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.

Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.

The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

37. **General Legal Requirements.**

A. General Requirement: Contractor, at no expense to Seattle, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Contractor shall specifically comply with the following requirements of this section.

B. Licenses and Similar Authorizations: Contractor, at no expense to Seattle, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

38. **American with Disabilities Act.**
Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs or activities to Seattle employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

39. **OSHA/WISHA.**
Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

40. **Contract Work Hours and Safety Standards.**
For all contracts that employ mechanics or laborers, the Contractor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

41. **Beck Notice.**
Notification of Employee Rights Concerning Payment of Union Dues or Fees (Executive Order

13201) shall apply to all contracts above $100,000.

42. **Clean Air Act and Federal Water Pollution Control Act.**
All Contractors and subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the City immediately and to the Regional Office of the Environmental Protection Agency (EPA).

43. **Copeland Anti-Kickback Act.**
All contractors and subcontractors for construction or repair shall comply with the Copeland "Anti-Kickback" Action (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR, part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which s/he is otherwise entitled. The Contractor shall immediately notify the City of any suspected or reported violations.

44. **Byrd Anti-Lobbying Amendment.**
Contractors executing contracts with the City shall sign the Vendor Questionnaire, providing certification of compliance to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 13652. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

45. **Prevailing Wage Requirements.**
    a. If this contract has a category of work subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented, Contractor shall be responsible for compliance by the Contractor and all subcontractors.

    b. Filing Your Intent: The awarded Contractor and all subcontractors shall file an Intent to Pay Prevailing Wage Form concurrent with the execution of the contract.
        - To do so, the Contractor and any of their subcontractors will require a Contract Number and Start Date. The Buyer will tell you the Contract Number; the start date is the date your contract is signed.
        - The Contractor shall then promptly submit the Intent to the Department of Labor & Industries (L&I) for approval.
        - The Contractor also shall require any subcontractor to also file an Intent with L&I.
        - This must be done online at the L&I website: http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp.
        - If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Buyer.
        - The Contractor shall notify the Buyer of the Intents that are filed by both the Contractor and all subs,

    c. Contractor and any subcontractor shall not pay any laborer, worker or mechanic less than the prevailing hourly wage rates that were in effect at the time of bid opening for the worker classifications that are provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.

    d. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by

physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.

e. In certain situations, an Intent to Pay Prevailing wages shall be filed with the L&I and the Buyer, but the Vendor may indicate an exception on the Intent form that exempts the prevailing wages rates for the following:
   - Sole owners and their spouse.
   - Any partner who owns at least 30% of a partnership.
   - The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
   - Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.

f. Prevailing Wage rates in effect at the time of bid opening remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).

g. It is the sole responsibility of the Contractor to assign the appropriate classification and associate wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.

h. With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any subcontractors.

i. Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before Seattle can pay the final invoice. The City may withhold payment on any invoice due the Contractor until the approved affidavit is received.

j. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit.

k. The Contractor shall notify the Buyer and provide a copy of the Affidavit(s).

l. For jobs above $10,000, Contractor is required to post for employees' inspection, the Intent form including the list of the labor classifications and wages used on the project. This may be postured in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.

m. In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be solved by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. In such case, the Director's decision shall be final, conclusive and binding on all parties. If the dispute involves a federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive and binding on all parties.

Prevailing Wage rate changes for Service Contracts greater than one year in duration:

a. This provision only applies to service contracts that continue beyond a single year in duration, including building service maintenance contracts (janitorial service contractors and work performed by janitors, waxers, shampooers, and window cleaners) and to multi-year service contracts.

b. Contractor and any subcontractor must pay at least the prevailing wage rates that were in effect at time of bid throughout the duration of the contract.

c. Each contract anniversary thereafter, Contractor and any subcontractors shall review the then current Prevailing Wage Rates. The Contractor shall increase wages paid if required to meet no less then the current wage rates in effect at the time of the contract anniversary.

d. Any price or rate increases made as a result of a change in the prevailing wages will be compensated by the City on a pass through basis if the Contract requests a price increase in accordance with the price increase request requirements provided elsewhere in this contract. The Contractor must follow the contract instructions for pricing increases, notifying the Buyer at least 45 days prior to the contract anniversary date of any resulting price increase and documenting the increase.

46. **Indemnification.**

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

47. **Background Checks and Immigrant Status**

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at http://www.seattle.gov/business/WithSeattle.htm

48. **Insurance.**

Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance, as well as any other additional coverage requirements issued by the City:

☒ **COMMERCIAL GENERAL LIABILITY (CGL), MARINE GENERAL LIABILITY (MGL)** OR EQUIVALENT INCLUDING:
- ☒ PREMISES
- ☒ PRODUCTS-COMPLETED OPERATIONS
- ☒ CONTRACTUAL LIABILITY
- ☒ STOP GAP/EMPLOYER'S LIABILITY (UNLESS NO OBLIGATION TO INSURE WA STATE WC)
- ☐ XCU AND SUBSIDENCE PERILS NOT EXCLUDED
- ☐ PRODUCTS/COMPLETED OPNS. ADD'L INSURED FOR THREE (3) YEARS FOLLOWING END OF CONTRACT

MINIMUM LIMITS OF LIABILITY SHALL BE:

$1,000,000 EACH OCCURRENCE COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE (CSL)

$2,000,000 PRODUCTS/COMPLETED OPERATIONS AGGREGATE

$2,000,000 GENERAL AGGREGATE

$1,000,000 EACH ACCIDENT/ DISEASE—POLICY LIMIT/ DISEASE—EACH EMPLOYEE STOP GAP/EMPLOYER'S LIABILITY

☒ **AUTOMOBILE LIABILITY** INSURANCE FOR OWNED, NON-OWNED AND HIRED VEHICLES AS APPROPRIATE WITH MINIMUM LIMITS **OF LIABILITY SHALL BE $2,000,000** CSL.

Marine Builder's Risk Property Insurance coverage for the Vessel while under construction, from the start of Contract Work until the Delivery Date for the Vessel, including

- All Vessel underway activity as often as necessary for completion and testing of the Contract Work
- A statement that the policy is primary to any other collectible insurance
- A waiver of subrogation in favor of the City and all Subcontractors at any tier
- Coverage for Earthquake and Volcanic Eruption
- Coverage for renewal of faulty welds
- Coverage for Hull and Machinery while under construction at the shipyard or other premises of the Contractor or any Subcontractor

The Marine Builder's Risk insurance policy shall have a limit of liability of $1,000,000 (or the value of the completed boat, including equipment and sales tax, plus applicable soft costs) with a deductible not to exceed $100,000. Uninsured and underinsured losses shall be the Vendor's sole responsibility. The City of Seattle shall be an additional insured and loss payee.

The Marine Builder's Risk Property Insurance coverage requirement is waiver if the Vendor files a Completion Bond in an amount equivalent to 100% of the purchase price of the Vessel, including equipment and sales tax.

NOTE: GARAGE LIABILITY WITH APPROPRIATE COVERAGES AND LIMITS OF LIABILITY MAY SUBSTITUTE FOR CGL AND AUTOMOBILE INSURANCE:

☐ Garage Keeper's Legal Liability (GKLL) insurance to cover vehicles in vendor's bailment. Minimum limit of liability of $ each vehicle and $ each occurrence.

☐ "On-Hook" GKLL coverage required with minimum limit of liability of $ each vehicle.

☐ **IN-TRANSIT POLLUTION LIABILITY CA 99 48/MCS-90** (N/A IF COVERED UNDER AN IN-TRANSIT EXTENSION OF A CONTRACTOR'S POLLUTION LIABILITY INSURANCE POLICY)

☒ **WORKER'S COMPENSATION** INSURANCE FOR WASHINGTON STATE AS REQUIRED BY TITLE 51 RCW.

☐ **UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY** INSURANCE OVER CGL/MGL/AUTOMOBILE LIABILITY MINIMUM LIMIT OF LIABILITY SHALL BE ☐ $1,000,000 **CSL** ☐ $ CSL ($ MINIMUM TOTAL LIMITS REQUIREMENT)

☐ **CONTRACTOR'S POLLUTION LIABILITY** INSURANCE. MINIMUM LIMITS OF LIABILITY SHALL BE ☐ $1,000,000 ☐ $ EACH CLAIM WITH A MINIMUM AGGREGATE LIMIT OF 200% OF THE EACH CLAIM LIMIT. THERE SHALL BE NO REQUIREMENT FOR A DEDICATED PROJECT AGGREGATE LIMIT PROVIDED THAT THE CONTRACTOR SHALL (1) SUBMIT TO THE CITY WITH ITS INSURANCE CERTIFICATION A WRITTEN STATEMENT FROM ITS AUTHORIZED INSURANCE REPRESENTATIVE THAT THE FULL MINIMUM AGGREGATE LIMIT IS AVAILABLE AND HAS NOT BEEN IMPAIRED BY ANY CLAIMS RESERVED ON ANOTHER PROJECT, AND (2) THEREAFTER, UNTIL THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE NOTICE IN WRITING TO THE CITY WITHIN TEN (10) DAYS OF CONTRACTOR'S CONSTRUCTIVE KNOWLEDGE OF ANY PENDING OR ACTUAL IMPAIRMENT OF THE AGGREGATE LIMIT.

☐ **AVIATION LIABILITY** INSURANCE WITH MINIMUM LIMITS OF ☐$1,000,000 CSL OR ☐ $ CSL

☐ **PROFESSIONAL LIABILITY** INSURANCE WITH MINIMUM LIMIT OF LIABILITY $ EACH CLAIM

☐ **WATERCRAFT/P&I LIABILITY** INSURANCE WITH MINIMUM LIMITS OF LIABILITY $

☐ **SHIP REPAIRER'S OR MARINA OPERATOR'S LEGAL LIABILITY** INSURANCE COVERING THE VENDOR'S LIABILITY FOR LOSS OR DAMAGE, INCLUDING LOSS OF USE, TO OWNERS OF WATERCRAFT WHILE IN THE VENDOR'S CARE, CUSTODY AND CONTROL FOR THE PURPOSE OF BEING REPAIRED OR SERVICED. MINIMUM LIMITS OF LIABILITY SHALL BE $ EACH VESSEL

☐ **JONES ACT LIABILITY** WITH MINIMUM LIMITS ☐ $1,000,000 OR $

☐ **U.S.L. & H. LIABILITY** INSURANCE WITH MINIMUM LIMITS OF LIABILITY $

☒ **MISCELLANEOUS:** Marine Architects Errors & Omissions Liability WITH MINIMUM LIMIT $1,000,000

☒ **TECHNICAL ERRORS & OMISSION (E&O):** WITH MINIMUM LIMIT $

2. CITY AS ADDITIONAL INSURED. The City of Seattle shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

3. NO LIMITATION OF LIABILITY. The limits of insurance coverage specified herein in subparagraph 1.A are minimum limits of insurance coverage only and shall not be deemed to limit the liability of Vendor's insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of insurance coverage required by Vendor, whether such limits are primary, excess, contingent or otherwise. Any limitations of insurance liability shall have no effect on Vendor's obligation to indemnify the City.

4. MINIMUM SECURITY REQUIREMENT. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

5. SELF-INSURANCE. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Vendor.

6. EVIDENCE OF COVERAGE. Prior to performance of any scope of work under paragraph 5., Vendor shall provide certification of insurance acceptable to the City evidencing the minimum coverages and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis.

49. **Liquidated Damages:** For this contract, a delay in the Vendor's completion of work would seriously affect the public safety and the governmental operations of the City. A statement of liquidated damages is in the contract to be signed by the successful vendor, using a calculated assessment of liquidated damages. Compensation payable to the Vendor for delayed performance of work identified as a milestone event under this Contract shall be reduced by Dollars ($ 1786.00) per calendar day for each and every day (or portion thereof) after the scheduled milestone date set forth in the Contract that performance and completion of such work is delayed.

50. **Audit.**
Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. The Contractor shall supply Seattle with, or shall permit Seattle to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract.

51. **Examination of Records by Comptroller General.**
FAR clause 52.215-2 incorporated by reference. The complete clause may be viewed at http://www.whitehouse.gov/omb/circulars/a110/ The OMB A-110 provisions in effect at the time of this order govern. FAR clauses may be viewed at http:www.arnet.gov/far/

52. **Contractual Relationship**
The relationship of Contractor to Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.

53. **Federal Debarment for Primes and all Subcontractors.**
Contractor shall immediately notify the City of any suspension or debarment or other action that excludes the Contractor and any subcontractor from participation in Federal contracting. Contractor shall verify all subcontractors that are intended and/or used by the Contractor for performance of City work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.sam.gov/portal/public/SAM/#1 The

Contractor shall keep proof of such verification within the Contractor records.

54. **Supervision and Coordination.**
Contractor shall:
- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate in its bid or proposal to Seattle, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
- Promote and offer to Purchasers only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

55. **Involvement of Current and Former City Employees**
If a Contractor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer's name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Contractor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

56. **Anti-Trust Overcharges.**
Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.

57. **No Conflict of Interest.**
Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

58. **No Gifts or Gratuities.**
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 City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Vendor. Promotional items worth less than $25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

59. **Contract Workers with 1,000 Hours**
Throughout the life of the Contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any contract worker that shall perform more than 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those that the contract worker performs for the Contract, and any other hours that the worker performs for the City under any other contract. Such workers are subject to the requirements of the City Ethics Code, Seattle Municipal Code 4.16. The Contractor shall advise their Contract workers as applicable.

60. **Errors & Omissions: Correction.**

Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Contractor under this Contract. The Contractor, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications, and/or other Contractor services immediately upon notification by Seattle. The obligation provided for in this section with respect to any acts or omissions during the term of this Contract shall survive any termination or expiration of this Contract and shall be in addition to all other obligations and liabilities of the Contractor.

61. **Intellectual Property Rights.**

Patents: Contractor hereby assigns to Seattle all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Seattle, nor does Seattle obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Seattle), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Seattle an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

Copyrights: For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Seattle a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Seattle under this Contract. If requested by Seattle, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, Seattle in connection with the performance of the Work, shall be promptly delivered to Seattle.

Seattle may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Seattle, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

62. **Interlocal Cooperation Act.**

RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows non profits to use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle, those agencies are eligible to purchase from Contracts established by the City. Such agencies may ask City of Seattle Contractors to accept orders from the agency, citing the City of Seattle contract as the basis for the order. The Vendor may accept or decline such orders. If the Vendor accepts an order from another public agency using the City of Seattle contract as the basis, the Vendor agrees to sell additional items at the contract prices, terms and conditions. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies.

63. **Expansion.**

Any resultant contract or Purchase Order may be expanded as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing Blanket Contract that has not yet expired. Likewise, a one-time Purchase Order may be modified if the bid reserved the right for additional orders to be placed within a specified period of time, or if the project or body of work associated with a Purchase Order is still active. Such modifications must be mutually agreed. The

only person authorized to make such agreements on behalf of the City is the Buyer from the City Purchasing Division (Department of Finance and Administrative Services). No other City employee is authorized to make such written notices. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

64. Disputes.

The parties shall endeavor to resolve any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Seattle's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes including termination as allowed for within the contract, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract for cause or convenience.

Notwithstanding all above, if Seattle believes in good faith that some portion of Work has not been completed satisfactorily, Seattle may require Contractor to correct such work prior to Seattle payment. In such event, Seattle will provide to Contractor an explanation of the concern and the remedy that Seattle expects. Seattle may withhold from any payment that is otherwise due, an amount that Seattle in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Seattle may retain the amount equal to the cost to Seattle for otherwise correcting or remedying the work not properly completed.

65. Termination.

A. For Cause: Seattle may terminate this Contract if the Contractor is in material breach of any of the terms of this Contract, and such breach has not been corrected to Seattle's reasonable satisfaction in a timely manner.

B. For City's Convenience: Seattle may terminate this Contract at any time, without cause and for any reason including Seattle's convenience, upon written notice to the Contractor.

C. Nonappropriation of Funds: Seattle may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

D. Acts of Insolvency: Seattle may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any

proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

E. Termination for Gratuities: Seattle may terminate this Contract by written notice to Contractor if Seattle finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefor to any City official, officer or employee.

F. Notice: Seattle is not required to provide advance notice of termination. Notwithstanding, the Buyer may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Buyer until the effective date provided in the termination notice.

G. Actions Upon Termination: In the event of termination not the fault of the Contractor, Contractor shall be paid for the services properly performed prior to the effective termination date that has been specified by the Buyer, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. Contractor agrees that this payment shall fully and adequately compensate Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, Contractor shall provide Seattle with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. Seattle shall have the same rights to use these materials as if termination had not occurred.

66. Force Majeure – Suspension and Termination.

This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section #2 (Emergencies or Disasters), Section #2 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

67. Major Emergencies or Disasters.

The City may undergo an emergency or disaster that may require the Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt the Contractor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, and transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply.

(a) The City shall notify the Contractor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Contractor.
(b) The City may request that the Contractor provide either increased or decreased quantities from traditional orders, or may request Contractor provide additional products or services.
(c) Upon such notice by the City, the Contractor shall make reasonable efforts to provide the City the materials in the quantities requested and within the schedule specified by the City, adhering to the conditions in this Section.
(d) The City of Seattle shall be the customer of first priority for the Contractor, except where preceded by State or Federal government mandates. The Contractor shall provide its best and priority efforts to provide the requested goods and/or services to the City of Seattle in as complete and timely manner as possible. Such efforts by the Contractor are not to be diminished as a result of Contractor providing service to other customers, except as mandated by State or Federal governments.
(e) If the Contractor is unable to respond in the time and/or quantities requested by the City, the Contractor shall promptly assist the City to the extent practicable, to gain access to alternative materials and/or services. This may include:
    a. Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
    b. Offering the City substitutions provided the Contractor obtains prior approval from the City for such substitution.

The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). However, in the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

68. City Debarment.

In accordance with SMC Ch. 20.70, the Director of Executive Administration or designee may debar a Vendor from entering into a Contract with the City or from acting as a subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:

a. Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.

b. Contractor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.

c. Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.

d. Contractor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.

e. Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.

f. Contractor colluded with another contractor to restrain competition.

g. Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.

h. Contractor failed to cooperate in a City debarment investigation.

i. Contractor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment following the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

69. Recycle Products Requirements. To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requires that vendors under City contract use environmentally preferable products in production of City work products.

Green Seal Products: Contractor shall use Green Seal, Eco Logo or other certified cleaning products as approved by the City, in performance of all cleaning and janitorial work to protect the health, safety, wellness and environmentally sustainable practices that the City requires of companies doing business with the City. Cleaning products, floor care products and other products used in the performance of work that carry a Green Seal certification are required. The Bidder shall identify the products that the Bidder intends to use at the City facilities and shall list them on the Offer Form, with a notation to confirm Green Seal product certification. The Green Seal website is: http://www.greenseal.org/findaproduct/index.cfm. The City has contracts with various vendors who will supply the winning Bidder with Green Seal certified products for use in performance of City contract work, at City contract pricing, For the list of vendors, contact the City Buyer.

Paper and Paper Product Requirements: The City desires use of 100% PCF (post consumer recycled content, chlorine-free) paper, to comply with the City Executive Order and to encourage environmentally preferable practices for City business. Such paper is available at City contract prices from Keeney's Office Supplies at 425-285-0541.

The City prohibits vinyl binders. The City prefers 100% recycled stock Binders. "Rebinders" are a product that fit this requirement and are available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies at 425-285-0541. Please do not use binders or plastic folders, unless essential. Note - Keeney's is a Women Owned Firm and may be noted on your Outreach Plan.

Contractors shall duplex materials prepared for Seattle under this Contract, whether materials are printed or copied, except when impracticable due to the nature of the product. This is executed under the Mayor's Executive Order, issued February 13, 2005.

70. Workers Right to Know.

"Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

72 . Miscellaneous Provisions.

A. Amendments: No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the City, except as otherwise authorized herein. The City shall issue change notices to Contractor, and such notices shall take effect under the signature of the City unless written objection of the notice is received by the Contractor upon Contractor receipt of the change notice.

B. Conflict: In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford Seattle the maximum benefits.

C. Liens, Claims and Encumbrances: All materials, equipment, or services shall be free of all liens, claims or encumbrances of any kind and if Seattle requests a formal release of same shall be delivered to Seattle.

D. Binding Contract: This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.

E. Applicable Law/Venue: This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County, Washington

F. Remedies Cumulative: Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.

G. Captions: All titles, including sections or subsections, are for convenience only and do not define or limit the contents.

H. Severability: Any term or provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

I. Waiver: No covenant, term, or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Seattle, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

J. Contract Representations: This Contract as described in Item 1 constitutes the entire Agreement. No verbal agreement or conversation between any officer, agent, associate or employee of Seattle and any officer, agency, employee or associate of the Contractor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

K. Negotiated Contract: The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by respective legal counsel, and that terms and conditions are not construed against any party on the basis of such party's draftsmanship thereof.

L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any

statement or representation made herein or in any connection with this Contract.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

(Contractor)

By _____ 11/18/14
Signature Date

Dirk Rozema
(Printed Name)

President
Title

City of Seattle

By _____ 11/26/14
Signature Date

for
NANCY LOCKE
City Purchasing and Contracting Director