

## ADDENDUM #1

**KITSAP TRANSIT**  
**Invitation for Bids**  
***Bremerton Dock Cleaning and Recoating***  
**IFB #KT 18-619**  
**August 7, 2018**

60 Washington Ave. Ste.  
200  
Bremerton, WA 98337  
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### **Revisions, Correction and Clarifications**

**Revise: Section 2.40 Insurance Requirements to remove reference to MEL and Builder's Risk as follows:**

#### **2.40 Insurance Requirements**

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

**a. General Liability:** Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per occurrence.

**b. Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per accident.

**c. Workers Compensation:** The Contractor and Subcontractor will secure in accordance with the laws of the State(s) of operation, Coverage B-Employers' Liability Limit \$1,000,000 each accident. U.S. Longshore and Harbor Workers {USL&H} Compensation Act coverage ~~with Maritime Employer's Liability {MEL} endorsement.~~ The Contractor and Subcontractor will be responsible for Workers Compensation insurance for any Subcontractor who provides services under subcontract. If the

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Contractor and Subcontractor are qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to the Owner by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

**d. Certificates and Policies:** Prior to commencement of services for this Contract, the Contractor shall provide Kitsap Transit with certificates of insurance showing insurance coverage in compliance with the above Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Kitsap Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). Such certificates shall reference the title of this Contract and will state that the Contractor shall provide thirty (30) calendar days advance written notice to Kitsap Transit in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, Kitsap Transit may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Contractor from insurance obligations hereunder.

**e. Additional Insured Endorsement:** General Liability Insurance and ~~Builder's Risk Insurance~~ must state that Kitsap Transit will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: Kitsap Transit and its officers, agents, and employees named Additional Insured in respect to "Contract KT 18-619 Bremerton Dock Cleaning and Recoating".

### **Questions Asked and Answers Provided:**

**Question #1:** Article 2.31 C- Claims Against Retainage and Bonds, Item #2 Documentation; "The bidder shall submit a list of Public Works projects completed within the previous 3 years and include for each project the following information...". Are we to include EVERY Public Works Project with completion dates between August 2015 to August 2018?

**Answer #1:** Bidders should include a list of the last five (5) projects and any projects from the last three (3) years that included claims against retainage or bonds.

**Question #2:** Does Kitsap Transit anticipate that any other projects will be going on in this area during the course of performance for this project? If so, will their work delay the NTP or schedule for the work that painters are to perform?

**Answer #2:** No

**Question #3:** Will power, water and restroom access be provided by Kitsap Transit?

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**Answer #3:** Yes

**Question #4:** Do we need to capture wash water and provide for an off-site disposal?

**Answer #4:** No, water does not need to be captured but Vendors are to use Eagle Screen or similar product to prevent particulate matter from entering the water.

**Question #5:** Will a laydown area/parking be provided? Will there be a cost/charge?

**Answer #5:** A no charge parking and laydown area will be provided.

**Question #6:** Will “off hours” (evenings/overnight) work be permitted?

**Answer #6:** Yes, but “off hours” will need to conform to all City ordinances.

**Question #7:** Please confirm the expected time of completion for the Cleaning and Recoating. The IFB states that the time for completion is 30 days AFTER NTP, weather permitting?

**Answer #7:** Confirmed, 30 days after NTP, weather permitting.

**All other terms and conditions remain the same.**

END ADDENDUM 1

Please remember to acknowledge this addendum on your bid sheet.