

**SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)
New Commuter Class Ferry 18-007**

SCHEDULE OF VALUES

Name and Address of Contractor _____

Contract No. _____ Date _____

Prepared By: _____ Date _____

A Pay Item	Item #	B Description	C Shipyard Material Cost	D Shipyard Labor Hours	E Shipyard Direct Labor Cost	F Subcontra ctor Cost	G Total Direct Cost	H Total Direct Cost w/O&P	I % of Contra ct
1	88	NOISE AND VIBRATION							
2	90	VESSEL REGULATORY REQUIREMENTS							
3	111	HULL STRUCTURE							
4	126	TANKS							
5	151	SUPERSTRUCTURE							
6	167	HULL DOORS, HATCHES AND MANHOLES							
7	171	MASTS							
8	205	PROPULSION SYSTEM INTEGRATION							

9	233	DIESEL ENGINES							
10	233	REDUCTION GEARS							
11	241- 244	PROPULSION COUPLINGS, SHAFTING AND SEALS							
12	247	WATERJETS							
13	251	COMBUSTION AIR SYSTEM							
14	252	PROPULSION CONTROL SYSTEM							
15	256	SEAWATER COOLING							
16	259	ENGINE EXHAUST							
17	261	FUEL OIL SYSTEM							
18	262	LUBE OIL SYSTEM							
19	298	OPERATING FLUIDS							
20	311	ELECTRICAL SYSTEMS - GENERATING							
21	313	BATTERY SYSTEMS							
22	314	POWER CONVERSION EQUIPMENT							
23	322	SHORE POWER CONNECTION							
24	324	ELECTRICAL SYSTEMS - SWITCHBOARDS							
25	331	ELECTRICAL SYSTEMS - DISTRIBUTION							
26	332	ELECTRICAL SYSTEMS - LIGHTING							
27	333	ELECTRICAL SYSTEMS - RECEPTACLES							
28	421	NAVIGATION & SIGNALING EQUIPMENT							
29	422	NAVIGATION LIGHTS							
30	423	NAVIGATION ELECTRONICS							
31	432	TELEPHONE SYSTEM							
32	433	PUBLIC ADDRESS & MESSAGING SYSTEM							

33	436	GENERAL & FIRE ALARM SYSTEM							
34	438	INTEGRATED CONTROL & MONITORING SYSTEM							
35	439	CCTV SURVEILLANCE SYSTEM							
36	441-465	BRIDGE ELECTRONICS							
37	506	VENTS, FILLS, AND SOUNDING SYSTEMS							
38	507	PIPING DESIGNATION & MARKINGS							
39	514	HEATING, VENTILATION, & AIR CONDITIONING (HVAC)							
40	524	AUXILIARY SEA WATER COOLING SYSTEMS							
41	526	DRAINS							
42	528	SEWAGE SYSTEM							
43	529	BILGE AND FIRE SYSTEM							
44	533	POTABLE AND FRESH WATER SYSTEMS							
45	555	FIRE SUPPRESSION SYSTEMS							
46	581	GROUND TACKLE							
47	582	MOORING							
48	583	LIFESAVING EQUIPMENT							
49	602	HULL DESIGNATING & MARKING							
50	612	RAILS, STANCHIONS, & LIFELINES							
51	622	FLOOR PLATES & GRATINGS							
52	623	LADDERS							
53	624	NON-STRUCTURAL CLOSURES							
54	625	AIRPORTS, FIXED PORT LIGHTS, & WINDOWS							
55	626	WINDOW WIPERS							

56	631	PAINT & COATINGS							
57	633	CATHODIC PROTECTION							
58	634	DECK COVERING							
59	635	INSULATION							
60	644	SANITARY SPACES & FIXTURES							
61	645	INTERIOR OUTFITTING							
62	651	COMMISSARY SPACES							
63	654	UTILITY SPACES							
64	656	TRASH DISPOSAL SPACES							
65	671	LOCKERS & SPECIAL STOWAGE							
66	672	BICYCLE ACCESS AND STOWAGE							
67	810	DESIGN & ENGINEERING							
68	820	TECHNICAL DOCUMENTS							
69	830-834	REQUIRED TESTS & TRIALS							
70	835	DELIVERY							
71	836	DRYDOCKING							
72	837-839	ACCEPTANCE							
73	842	TRAINING							
74	850	REGULATORY REVIEW, APPROVAL AND CERTIFICATION							
75	910	MANAGEMENT							
76	921	PROJECT SCHEDULE							
77	951	FINAL CLEAN-UP							
78	952	WARRANTY							
		Total Bid Price							100%

The Total value in Column H of this form should equal the amount in Column 5 Row 3 of Form WETA-2

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STEP-2: PRICE PROPOSAL

Name _____

Address _____

To the MANAGER, OPERATIONS, SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY:

In compliance with your Request for Proposals dated _____, the undersigned offers the attached response to the RFP for the design-build and delivery of the Project:

New Commuter Class Ferry RFP #18-007

Offerers Please Note: Before preparing the Price Proposal, carefully read the Contract Documents. Offerer agrees that it is responsible for and that WETA will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this Price Proposal.

The Offerer shall insert a lump sum price in figures opposite each pay item for which an estimated quantity appears in the Price Proposal.

Wherever a contingent amount is shown for any item in this Price Proposal, such amount shall govern and be included in the total price. The estimated quantity of work for payment on a lump sum basis will be "all required."

Any changes shall be initiated by the person signing the Proposal.

The undersigned hereby agrees that WETA may rely on the information provided in this Price Proposal as being factual and correct. The undersigned acknowledges that providing incorrect or misleading information in this response may be considered a breach of the Agreement.

The undersigned hereby acknowledges that this Price Proposal will be incorporated into the final Contract Documents. This Price Proposal shall be governed by and construed in all respects according to the laws of the State of California.

BASIC CONTRACT ITEMS					
Pay Item (1)	Pay Item Description (2)	Pay Unit (3)	Qty (4)	Twin Engine Vessel Price (5)	Quad Engine Vessel Price (5)
1	Design-Build, Construct a Complete Passenger Ferry	LS	1		
2	Delivery of Vessel to San Francisco Bay	LS	1		
3	TOTAL PRICE (6)				

INDEFINITE QTY WORK ITEMS			
Pay Item (1)	Description (Fully burdened rates for change order work) (2)	Pay Unit (3)	Unit Price (7)
4	Shipyard Craft Labor Rate	HR	
5	Shipyard Craft Labor Overtime Rate	HR	
6	Shipyard Engineering & Management Labor Rate	HR	
7	Shipyard Engineering & Management Overtime Rate	HR	
8	Equipment/Material Markup	%	
9	Vendor/Subcontractor Markup	%	

VESSEL OPTION ITEMS			
Pay Item (1)	Description (2)	Pay Unit (3)	Total Price (8)
A	Air Conditioning	LS	
B	Slip Covers for Interior Seating	LS	
C	Automated Jason's Cradle Recovery System	LS	
D	Nano Coating	LS	
E	Spare Parts	LS	
F	Propulsion Extended Warranty	LS	
G	Engine Service Interval Extension	LS	
H	Extended Vessel Warranty	LS	

ADDITIONAL VESSELS (excluding options)					
Pay Item (1)	Pay Item Description (2)	Pay Unit (3)	Qty (4)	Twin Engine Vessel Price (5)	Quad Engine Vessel Price (5)
AV-1	Design-Build, Construct One (1) additional Complete Passenger Ferry (Vessel 2)	LS	1		
	Delivery of Vessel to San Francisco Bay	LS	1		
	TOTAL PRICE (6)				

- (1) Pay Item – Item number or Specification reference
- (2) Description – Summary Description, see RFP Part A for detailed description of each item
- (3) Pay Unit – LS = Lump Sum, HR = Hourly Rate in USD/hour, % = Percentage markup applied, MO = Months
- (4) Quantity
- (5) Price per unit in USD for each pay item
- (6) Total Price per vessel (The Sum of Pay Item 1 + Pay Item 2 for each vessel configuration)
- (7) Unit Price
- (8) Total Price – All in, fully burdened price for one shipset

All pricing shown above includes all applicable fees and taxes, except CA Use (or Sales) Tax which will be paid directly by the Owner. The undersigned has read the foregoing Price Proposal and has full authority to enter into the Contract on behalf of the Offerer and to bind the Offerer to the terms and conditions and other requirements of the Contract, and hereby agrees to the conditions stated therein by affixing his signature below:

Full legal name of entity making Price Proposal: _____

Signature/Date

Name and Title of Person Signing

**SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)
New Commuter Class Ferry 18-007**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY, (hereinafter referred to as "WETA") has entered into a Contract with _____ (hereinafter referred to as "Principal") for Contract 18-007 (hereinafter referred to the Contract) ; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and _____, as Surety are held and firmly bound unto WETA, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, being a sum equal twenty five percent (25%) of the total amount payable under the Contract for work on the New Commuter Class Ferry, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by WETA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract until the completion, delivery and acceptance of said work, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless WETA as stipulated in the Contract, then this obligation shall be reduced as described below; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

As a condition precedent to satisfactory completion of the said contract, the above obligations will be reduced, upon Final Acceptance of the work on the New Commuter Class Ferry to the amount of (\$ _____), being not less than ten percent (10%) of the total amount payable under the Contract, and shall hold for a period of the later of 365 days after the Final Acceptance of the New Commuter Class Ferry, or until satisfaction of all warranty claims submitted pursuant to the Contract.

Whenever Principal shall be declared by WETA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at WETA's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to WETA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse WETA for all costs WETA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing WETA's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than WETA or its successors or assigns.

In the event suit is brought upon this bond by WETA, Surety shall pay reasonable attorney's fees and costs incurred by WETA in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

NOTE:
To be signed by Principal
and Surety and acknowledgement
and notarial seal attached.

By: _____

By: _____

(Surety)

(Address)

By: _____

By: _____

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ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

The Contractor acknowledges the Contract Price includes full compensation for the insurance requirements set forth contained in the Contract Documents, including:

1. Worker's Compensation Insurance. The Contractor shall provide and maintain, for all employees of the Contractor engaged in Work under this contract, Worker's Compensation Insurance required by the law of the state where an employee engages in Work and Longshoreman Harbor Workers' Compensation Insurance (U.S. L&H). The Contractor shall be responsible for Worker's Compensation Insurance and U.S. L&H for any Subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in Work and employer's/maritime employer's liability protection of not less than \$1,000,000 per occurrence. An endorsement providing a waiver of subrogation in favor of WETA is required.
2. Marine General Liability Insurance/Ship Repairer's Legal Liability Insurance. The Contractor shall provide and maintain coverage limits not less than \$10,000,000 limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, personal injury and sudden & accidental pollution endorsements. The Marine General Liability Insurance Policy shall not contain a contractual liability exclusion provision.
3. Design Professional Liability Insurance. The Contractor shall provide Design Professional Insurance (Errors and Omissions Insurance) with limits of liability not less than \$1,000,000 per claim and in the aggregate. This insurance coverage may be provided by a subcontractor to the Contractor. However, evidence of such insurance for the design of the vessel shall be provided to Owner prior to the commencement of work. Such insurance shall remain in place throughout the term of this contract until the vessel has been accepted by the Owner and for 12 months after acceptance.
4. Comprehensive Automobile Liability Insurance; covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit.
5. Ship Repairer's Legal Liability Insurance. This coverage shall be included with the Marine General Liability policy.
6. All Risk Marine Builders Risk Insurance with coverage limits by the terms of the policy equal to the Contract Price plus the value of WETA furnished equipment or materials. Coverage to include Protection & Indemnity and vessel pollution while vessels are undergoing Builder's Trials, Acceptance Trials through Delivery Acceptance of each of the Vessels by WETA. Applicable policy deductibles shall be the responsibility of the contractor. Loss shall be payable to Contractor and WETA as their interests may appear.

7. WETA shall be named as an Additional insured on all policies of insurance except Worker's Compensation. Subcontractors policies will be primary to any other liability or property insurance carried by WETA through self-insurance or otherwise, and shall contain a 'Cross Liability' or 'Severability of Interest' clause or endorsement.

Signature of Offeror/Title

Date

END OF ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS