



City of Port Angeles
 Public Works & Utilities Dept.
 Engineering
 321 E. 5th Street
 Port Angeles, WA 98362
 Fax: 360-417-4709

LIMITED PUBLIC WORKS PROCESS

- Request for Quotation**
- Contract**

Contract Title: Cla-Val Valves Maintenance

Project Number: CON-2021-42

THIS CONTRACT is entered into the date last below written between the CITY OF PORT ANGELES, WASHINGTON ("City") AND _____ ("Contractor").

1. WORK BY CONTRACTOR

The Contractor shall perform the work as described in Attachment "A" (Attachment "A" may include Contractor's Proposal, Scope of Work, Statement of Work, Plans, Specifications, and any other related Contract Documents) which is attached hereto and by this reference is incorporated herein.

2. TERM OF CONTRACT

All work under this Contract is to be completed as indicated (check one):

- All work under this Contract is to be completed by this date: December 31, 2021
- All work under this Contract is to be completed 15 working days from the Notice to Proceed. No work is to be performed prior to written Notice to Proceed by the City.
- The performance period under this Contract commences 10 calendar days after notice to proceed and ends (20 days thereafter or after contract award).

3. PAYMENT

A. The City shall pay the Contractor for the work performed under this contract (check one):

- Force Account - Time and material, not to exceed: \$_____
- Force Account - Time and actual expenses incurred, not to exceed: \$_____
- Force Account - Unit prices set forth in the Contractor's bid or quote, not to exceed: \$_____
- Firm Fixed Price set forth in Contractor bid or quote in the amount of: \$_____

The Contractor shall do all work and furnish all tools, materials, and equipment, in accordance with and as described in the Attachment "A".

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof; except as are mentioned in the specifications to be furnished by the City of Port Angeles.

B. The Contractor shall maintain time and expense records, which may be requested by the City. The contractor shall submit invoices to the City for payment for work performed. All invoices must reference the City's contract number. Invoices shall be in a format acceptable to the City.

C. The City shall pay all invoices from the Contractor by mailing a City warrant within 30 days of receipt of a properly completed invoice.

D. All records and accounts pertaining to this Contract are to be kept available for inspections by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.

E. If during the course of the Contract, the City determines the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of this Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents.

4. RESPONSIBILITY OF CONTRACTOR

A. Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.

B. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the City. Unless other arrangements have been agreed upon, the Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

C. Warranty. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractors work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defective work, materials, or procedures, and the Contractor shall defend any such claims at its own expense. Where materials or procedures are not specified in the Contract Document, the City will rely on the professional judgment of the Contractor to make appropriate selections.

D. Nondiscrimination/Affirmative Action. Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, sexual orientation, genetic information, or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth the provisions of the nondiscrimination clause.

E. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.

5. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of this paragraph shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

6. TERMINATION OF CONTRACT

A. This Contract shall terminate upon satisfactory completion of the work described in Attachment "A" and final payment by the City.

B. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the

Contractor, upon the occurrence of any one or more of the events hereafter specified.

1. The Contractor makes a general assignment for the benefit of its creditors.
2. A receiver is appointed as a result of the insolvency of the Contractor.
3. The City determines that the Contractor persistently or repeatedly refuses or fails to complete the work required herein.
4. Contractor fails to make prompt payment to subcontractors for material or labor.
5. The City determines that the Contractor persistently disregards federal, state or local regulations and ordinances.
6. The City determines that the Contractor persistently disregards instructions of the Contract Administrator, or otherwise substantially violates the terms of this Contract.
7. The City determines that sufficient operating funds are not available to fund completion of the work contracted for.
8. The Director of the Public Works and Utilities Department or his/her designee determines that such termination is in the best interests of the City

C. In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment "A" is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS

A. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request.

B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization other than the City by the Contractor without prior written approval of the City or by court order.

8. CLAIMS

Any claim against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The Director of the Public Works and Utilities Department or his/her designee shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

10. INDEMINIFICATION / HOLD HARMLESS

A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or

resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. INSURANCE

The Contractor shall maintain insurance as set forth in Attachment B.

12. PREVAILING WAGE

This Contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements. Workers shall receive no less than the prevailing rate of wage. The City shall verify that contractor has received training on the requirements related to public works and prevailing wage under RCW 39.12. Contractor shall verify first-tier subcontractors have also received such training. Each subsequent tier shall verify that the tier below have received such training. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Bidder or a failure to include in Bidder's price adequate increases in such wages during the performance of this Contract. The Contractor is advised to consult the Washington State Department of Labor and Industries to determine the prevailing wages that must be paid.

This public works project is being done in **Clallam County**. Washington State wage determinations for Clallam County Journeymen and Apprentices can be found at:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
<https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>

Use the applicable wage determinations effective on the **bid due date**.

A copy of the applicable wage rates is available for viewing at the Port Angeles Public Works and Utilities Contracts Office. In addition, this agency will mail a hard copy of the applicable wage rates upon request.

For a contract award under \$2,500, and in accordance with RCW 39.12.040(2), the contractor or subcontractor is authorized to submit a combined Statement of Intent to Pay Prevailing Wages & Affidavit of Wages directly to the City of Port Angeles at final invoicing. Submission shall be made on the form developed by the Washington State Department of Labor and Industries and available from the City of Port Angeles Public Works and Utilities Department.

In case any dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his decision shall be final, conclusive, and binding on all parties involved in the dispute.

13. INTERPRETATION AND VENUE

This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Clallam County, Washington.

14. BRANDS OR EQUAL

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

15. INSPECTION AND REJECTION

All goods, services, work, or materials purchased herein are subject to inspection and to approval by the City. Any

rejection of goods, services, work, or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City or returned, will be at Contractor's risk and expense.

16. SUBLETTING OR ASSIGNING OF CONTRACTS

Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

17. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City.

18. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

19. SUBCONTRACTOR RESPONSIBILITY

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include substantially the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

B. Pursuant to RCW 39.06.020, at the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- At the time of subcontract bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- Have a current state unified business identifier number;
- If applicable, have:
 - Industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW;
 - An employment security department number as required in Title 50 RCW; and
 - A state excise tax registration number as required in Title 82 RCW;
 - An electrical contractor license, if required by Chapter 19.28 RCW;
 - An elevator contract license, if required by Chapter 70.87 RCW.
- Not be disqualified from bidding on any public works contract under RCW 39.04.350, 39.06.010 or 39.12.065(3).
- Has received training on the requirements related to public works and prevailing wage under RCW 39.12.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of the last signature affixed below.

CONTRACTOR

CITY OF PORT ANGELES

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT "A"
WORK BY CONTRACTOR

The Contractor shall do all work and furnish all tools, materials, and equipment in order to accomplish the project described below. Unless otherwise provided for in the Statement of Work, the Contractor will be responsible for obtaining and paying for any and all permits required for this work.

General Scope: Maintenance and repair of water cla-val valves

Site Point of Contact: Jeff Groves, Water & Wasterwater Field Superintendent, 360-417-4855

Work Hours and Schedule: The Contractor will be allowed to work from 7:00 AM to 3:00 PM, Monday through Friday, excluding weekends and all legal Holidays. Work outside of these hours may be requested from and is at the discretion of the Site Point of Contact.

Specifications:

All work shall be executed in strict accordance with the latest edition of the following standards and codes and all local ordinances and regulations and shall meet industry standards. The Contractor is required to obtain all permits required by City of Port Angeles municipal codes and the current adopted codes:

1. International Building Code (IBC)
2. International Residential Code (IRC)
3. Uniform Plumbing Code (UPC)
4. International Fuel And Gas Code (IFGC)
5. International Mechanical Code (IMC)
6. Washington State Energy Code (WSEC)
7. Washington State Ventilation And Indoor Air Quality Code (VIAQ)
8. ANSI 117 (Ada Accessibility Code)
9. International Fire Code (IFC)
10. National Electrical Code (NEC)
11. Underwriters Laboratories (UL)

Work Requirements:

Bid Item 1: Inspection / Adjustment of Cla-Val Valves

Specifications: Inspection Servicing shall consist of cleaning all strainers in the main valve, replace all plastic sensing line tubing, exercising the valves, and checking the calibration to insure Cla-Val valves are properly functioning per the manufacture’s specifications. The City shall supply one City staff member with knowledge of the water system. Contractor shall provide all equipment and complete any documentation required for confined space entry. Additionally, the City shall provide any necessary traffic control revisions for work in the right-of-way.

Inspection Servicing Parts and Locations:

PRESSURE REDUCING STATIONS		Asset ID	Last Rebuild
2" model # 90G-01AS	Viewcrest Avenue & Peabody Street		
6" model # 90G-01AB			
2" model # 90G-01AS	Craig & Porter	43	2014
6" model # 90G-01AB			

3" model # 90G-01AS	Highland Hills Community (Dead end of Melody Circle)	55	2017
8" model #690G-01AB			
8" model #124G-01	Del Guzzi & Lindberg Rd	198	2016
3" model # 90G-01AS			
3" model # 90G-01AS	Del Guzzi @ Motel 8 (S. of Hwy 101)	200	2015
8" model # 90G-01AB			
3" model # 90-01BCSY	E. 9 th Street and South E. Street		Installed 2018
4" model # 50A-01B			
8" model # 90-01BCSY			

WATER TREATMENT PROCESSES VALVES		Asset ID	Last Rebuild
8" model #92DG-07BCSYKCO	Fairmount Pump Station (North)		2018
16" model 92G-01B	Jones Street Reservoir		2016
8" model 52-01-60E	Ranney Well		?
10" model 80-0BBY	Water Treatment Plant (East)		2018
16" model 60-08-114K	Water Treatment Plant (West/Center)		-
16" model 60-08-114K	Water Treatment Plant (West)		2018
8" Model 52-01-60E	Water Treatment Plant (plant overpressure valve)		-
6" Singer Model 106-BPC	Scribner Booster Pump Station		-

Bid Item 2: Complete Rebuild and Maintenance of Cla-Val Valves

Specifications: Complete rebuild/replacement of all rubber parts in the main valve and pilot systems with factory repair kits. Cleaning of cover and seating chambers, cleaning of all screens, filters, all speed controls, cleaning of restriction fittings, and replace all plastic sensing line tubing. Repair has to be in accordance with manufacture's original specifications. Contractor shall supply all factory Cla-Val repair parts.

Service Parts and Locations:

PRESSURE REDUCING STATIONS		Asset ID	Last Rebuild
2" model # 90G-01AS	Craig Street & Porter Street	???	2014
6" model # 90G-01AB			

WATER TREATMENT PROCESSES VALVES		Asset ID	Last Rebuild
2" model #90G-01ABCSKC	Fairmount Pump Station		2005
6" model #90G-01BCSYKC			2005
4" model #692G-01BCKCO			2020
*Note – Replace stem recommended			

during 2020 rebuild.			
12" model 60-08BY	Ranney Well		?
10" model 80-0BBY	Water Treatment		-

END OF SCOPE OF WORK

**INSURANCE REQUIREMENTS FOR
CONSTRUCTION AND SERVICE CONTRACTS**

Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

