



City of Port Angeles
 Public Works & Utilities Dept.
 Engineering Office
 321 E. Fifth Street
 Port Angeles WA 98362
 Tel: 360-417-4541
 Fax: 360-417-4709

SMALL WORKS ROSTER

Request for Bid
 Contract

Contract Title: Wastewater Plant Air Gap

Project Number: CON-2020-04

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 includes Contractor's Proposal, Scope of Work, Statement of Work, Plans, Specifications, and any other related Contract Documents) that 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: _____.
- All work under this Contract is to be completed 20 days from the Notice to Proceed. No work is to be performed prior to written Notice to Proceed by the City. (See attachment A for specific schedule for work).
- The performance period under this Contract commences 5 calendar days after notice to proceed and ends (35 working days thereafter or after contract award). Working days may be suspended during the procurement of materials.

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: \$ _____
- Unit prices set forth in the Contractor's bid or quote in the amount of: \$ _____
- 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 those indicated to be furnished by the City of Port Angeles in Attachment A.

B. The Contractor shall maintain time and expense records that 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 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 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. Warranty. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of this work. After correcting defect, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the City accepts the corrections. 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. Damages. 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 that may be made against the City as a result of any defective work and the Contractor shall defend any such claims at its own expense. When 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 those 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 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. Contractor disregards federal, state or local regulations and ordinances.
6. Contractor 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 interest 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 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. INDEMNIFICATION / 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 Contract, except for injuries and damages caused by the sole negligence of the City.

B. However, should a court of competent jurisdiction determine that this Contract 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 Contract.

11. INSURANCE, BONDS, & RETAINAGE

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

B. If the total bid amount including tax exceeds \$35,000, this project will be awarded as a small works roster contract and payment and performance bonds will be required in accordance with Washington State law. A retainage of 5% will also be applicable to this contract. The Contractor shall obtain payment and performance bonds in accordance with this Contract and all Attachments incorporated herein. Copies of the Bid Security Transmittal Form, Performance Bond and Payment Bond forms, and Escrow Agreement for Retained Percentage form are available from the Operations Office of Public Works & Utilities (Telephone 360-417-4541). Performance Bond and Payment Bond forms are provided in Attachment C. The party to whom the Contract is awarded will be required to execute the Contract and obtain the Performance and Payment Bond within ten (10) calendar days from the date the notice of award is delivered to the bidder. Such bonds shall be on the form provided by the City, specify the name, contact phone, and address of the surety, and shall include a power of attorney appointing the signatory of the bonds as the person authorized to execute it (them).

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, or is exempt from, training on the requirements related to public works and prevailing wage under RCW 39.12. Contractor shall verify first-tier subcontractors have also received, or are exempt from, such training. Each subsequent tier shall verify that the tier below has received, or is exempt from, 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 Contractor or a failure to include in Contractor'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, the City 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 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

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.

At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meet 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:
 - 1) Industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW;
 - 2) Subcontractor's Insurance as required by Attachment B, "Insurance";
 - 3) An employment security department number as required in Title 50 RCW; and
 - 4) A state excise tax registration number as required in Title 82 RCW;
 - 5) An electrical contractor license, if required by Chapter 19.28 RCW;
 - 6) An elevator contract license, if required by Chapter 70.87 RCW.
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- Have received training, or be exempt from, training on the requirements related to public works and prevailing wage under RCW 39.12.

20. COMPENSATION AND METHOD OF PAYMENT.

A. The City shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Contract.

B. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form.

D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request for Information (RFI) or Construction Change Order (CCO) process as set forth in the Contract Documents. Following approval of the RFI or CCO, the Contractor shall submit the standard payment request form(s).

E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in Attachment D to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) days thereafter. Final payment requests shall also include a Certification of Work Completion and Acceptance (located in Attachment D).

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: _____

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

ATTEST:

BY: _____
CITY CLERK

SAMPLE

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: Contractor shall provide and install a skid-based Air Gap pump system and tank that meets the requirements outlined in the specifications, modify on-site existing potable and non-potable water lines as required for installation and establish a plant-wide #2 water supply system which meets water protection requirements per Washington Department of Health regulations 246-290-490 WAC (Washington Administrative Code). The City of Port Angeles will supply electrical support.

The engineers estimate for this work is \$95,000 - \$120,000.

All work shall be in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

Location: City of Port Angeles Wastewater Treatment Plant
1509 E Columbia St
Port Angeles, WA 98362

Site Point of Contact: Rob Feller at 360-460-5316.

Work Hours and Schedule: The Contractor will be allowed to work from 7:30 AM to 4:30 PM, Monday through Friday. Work outside of these hours may be requested from and is at the discretion of the City Engineer.

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.

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)
12. WSDOT/APWA Standard Specifications

Permits: (City of Port Angeles will be responsible for the Electrical Permit)

Work Requirements:

1) Project Description

Install a self-contained skid-based Air-Gap pump system that meets "NEC Article 501: Class I Hazardous Locations" requirements at the City Wastewater Treatment Plant. Installation of the system requires modifications to the existing #1 Water and #2 Water feed piping configuration. Due to limited floor space the contract requires the tank to be installed independently of the pump skid. See attached Photographs.

Design Criteria:	Nominal System Pressure	80 psi
	Minimum flow rate	10 gpm
	Maximum flow rate	60 gpm
	Nominal flow rate	15-20 gpm
	Voltage	208 V (Three-Phase)

2.0 Drawings and Photographs

Photographs

Photograph 1.0	Current Water Service
Photograph 2.0	Available Location for Air Gap System Installation
Photograph 3.0	Dimensions of Current Water Service

3.0 Description of Work

The project includes, but is not limited to, the following tasks. Contractor’s equipment and means and methods will ultimately determine how the conversion is completed.

- Coordinate all work with project manager to ensure operations is prepared to respond to issues that could arise during the air gap installation
- Form, pour, and finish concrete base slabs to provide level, uniform base for pump skid and tank. Minimum 4” thick reinforced concrete.
- Provide temporary water bypass during construction (as needed) to provide continuous water supply during construction. Short term water outages may be planned with operations support.
- Modify existing #1 and #2 water supply lines as needed to accommodate air gap system. Contractor to supply pipe, fittings, and labor for conversion. Gruvlok, flanged, or approved equal.
- Install Pump Skid Base
- Install Tank
- Test system
- Train Operations

4.0 Submittals and Document Control

The City reserves the right to utilize an online cloud-based project management system. Virtual Project Manager (VPM) allows for paperless documentation and project administration. For more information, go to www.virtual-pm.com.

See sections:

1-04.4 Changes in Work

1-05.8 Submittals

5.0 Air Gap Specifications

Air Gap System

1.1 WORK INCLUDED

- A. Supply Variable Speed Packaged Air Gap System
- B. Modification of City of Port Angeles #1 and #2 Water system supply lines as needed to accommodate Air-Gap
- C. Installation of Air-Gap System
- D. Start up and commission Air Gap System
- E. Train Operations staff to operate Air Gap System

1.2 REFERENCE STANDARDS

The work in this section is subject to the requirements of applicable portions of the following standards:

- A. Hydraulic Institute
- B. ANSI – American National Standards Institute
- C. ASTM – American Society for Testing and Materials
- D. IEEE – Institute of Electrical and Electronics Engineers
- E. NEMA – National Electrical Manufacturers Association
- F. NEC – National Electrical Code
- H. UL – Underwriters Laboratories, Inc.

- 1.3 BASE:** The Air Gap System base assembly shall be formed with a minimum 5" base side wall, mounting flanges, and end caps of fabricated steel. Minimum base thickness shall be ½ inch with reinforcements on the underside. An optional grout hole with vents in each corner will allow air to escape during final installation of the Air Gap System. The Base shall be powder coated with an industrial grade powder coating in light grey color (or approved equal) as standard.

2.0 PACKAGED AIR GAP SYSTEM

Supply and install a Self-contained skid based Air-Gap pump system that meets "NEC Article 501: Class I Hazardous Locations" requirements at the City Wastewater Treatment Plant. Installation of the system requires modifications to the existing #1 Water and #2 Water feed piping configuration. Due to limited floor space the contract requires the tank to be installed independently of the pump skid. Alternative installation locations and configurations may be approved at the discretion of the project manager.

2.1 VARIABLE SPEED AIR GAP SYSTEM

- A. Furnish and install a skid based pre-fabricated and tested variable speed packaged Air Gap system to maintain constant water delivery pressure to the process.
- B. The complete packaged Air Gap system shall be certified and listed by UL (Category QCZJ – Packaged Pumping Systems) for conformance to U.S. Standards.
- C. The packaged Air Gap system shall be a standard product of a single manufacturer. The entire Air Gap system including pumps, sensors, piping tanks on a base shall be designed and assembled by a single manufacturer.

2.2 PUMPS

- A. All pumps shall be ANSI/NSF 61 approved for drinking water.

- B. The pumps shall be of the in-line vertical multi-stage design.
- C. The head-capacity curve shall have a steady rise in head from maximum to minimum flow within the preferred operating region. The shut-off head shall be a minimum of 20% higher than the head at the best efficiency point.
- D. Vertical In-Line Multi-Stage Pumps shall have the following features:
 - 1. The pump impellers shall be secured directly to the pump shaft by means of a splined shaft arrangement.
 - 2. The suction/discharge base shall have ANSI Class 250 flange or internal pipe thread (NPT) connections as determined by the pump station manufacturer.
 - 3. Pump Construction.

a. Suction/discharge base, pump head, motor stool:	Cast iron (Class 30)
b. Impellers, diffuser chambers, outer sleeve:	304 Stainless Steel
c. Shaft	316 or 431 Stainless Steel
d. Impeller wear rings:	304 Stainless Steel
e. Shaft journals and chamber bearings:	Silicon Carbide
f. O-rings:	EPDM

Shaft couplings for motor flange sizes 184TC and smaller shall be made of cast iron or sintered steel. Shaft couplings for motor flange sizes larger than 184TC shall be made of ductile iron (ASTM 60-40-18).

- 4. The shaft seal shall be a balanced o-ring cartridge type with the following features:

a. Collar, Drivers, Spring:	316 Stainless Steel
b. Shaft Sleeve, Gland Plate:	316 Stainless Steel
c. Stationary Ring:	Silicon Carbide
d. Rotating Ring:	Silicon Carbide
e. O-rings:	EPDM

The Silicon Carbide shall be imbedded with graphite.
- 5. Shaft seal replacement shall be possible without removal of any pump components other than the coupling guard, shaft coupling and motor. The entire cartridge shaft seal shall be removable as a one-piece component. Pumps with motors equal to or larger than 15 hp (fifteen horsepower) shall have adequate space within the motor stool so that shaft seal replacement is possible without motor removal.

2.3 INTEGRATED VARIABLE FREQUENCY DRIVE MOTORS

- A. Efficiency: The motors shall be of permanent magnet design meeting IE5 efficiency levels where the combined motor and VFD efficiency exceed NEMA Premium Efficiency standards.
- B. Bearing Current Mitigation: Motors shall use WSB (Winding Set Back) and/or CHS (Coil Head Shield) designs that reduce the Bearing Voltage Ratio (BVR) far enough to eliminate damaging bearing currents. Shaft grounding rings/brushes or common mode filters shall not be required.
- C. Motor Enclosure/Cooling: The motor shall be Totally Enclosed Fan Cooled (TEFC) with a standard NEMA C-Face with Class F insulation and a temperature rise class no higher than Class B. The cooling design of the motor and VFD shall be such that a Class B motor temperature rise is not exceeded at full rated load and speed at a minimum switching frequency of 9.0 kHz.

- D. The power and control electronics shall be housed in a UL Type 3 enclosure and the combined motor/VFD rating shall be IP55 (protection against dust and nozzle directed water from any direction).
- E. The VFD shall be of the PWM (Pulse Width Modulation) design using IGBT (Insulated Gate Bipolar Transistor) technology.
- F. The VFD shall convert incoming fixed frequency three-phase AC power into a variable frequency and voltage for controlling the speed of motor. The motor current shall closely approximate a sine wave. Motor voltage shall be varied with frequency to maintain desired motor current suitable for centrifugal pump control and to eliminate the need for motor de-rating.
- G. The VFD shall automatically reduce the switching frequency and/or the output voltage and frequency to the motor during periods of sustained ambient temperatures that are higher than the normal operating range. The switching frequency shall be reduced before motor speed is reduced.
- H. An integral RFI filter shall be standard in the VFD.
- I. The VFD shall have a minimum of two skip frequency bands which can be field adjustable.
- J. The VFD shall have internal solid-state overload protection designed to trip within the range of 105-110% of rated current.
- K. The integrated VFD motor shall include protection against input transients, phase imbalance, loss of AC line phase, over-voltage, under-voltage, VFD over-temperature, and motor over-temperature. Three-phase integrated VFD motors shall be capable of providing full output voltage and frequency with a voltage imbalance of up to 10%.
- L. The integrated VFD motor shall have, as a minimum, the following input/output capabilities:
 1. Speed Reference Signal: 0-10 VDC, 4-20mA
 2. Digital remote on/off
 3. Fault Signal Relay (NC or NO)
 4. Fieldbus communication port (RS485)

Motor drive end bearings shall be adequately sized so that the minimum L10 bearing life is 20,000 hours at the minimum allowable continuous flow rate for the pump at full rated speed

- M. System to include three (3) identical Grundfos CRE3-9 multistage pump, 1.5hp motor, and MLE Integral VFD (Or Approved Equal).

3.0 SYSTEM COMPONENTS & CONSTRUCTION

- A. All system pipe and fittings shall be flanged or threaded 316SS piping, per the diameters called out in the Air Gap System design drawings. All piping shall be properly supported and secured to the base to prevent strains and damage to the equipment.
- B. A Pressure Relief Valve is provided to prevent the pump from over pressurizing the process system.
- C. A spring-loaded non-slam type check valve shall be installed on the discharge of each pump. The valve shall be a wafer style type fitted between two flanges. The head loss through the check valve shall not exceed 5 psi at the pump design capacity. Check valves 1-1/2" and smaller shall have a POM composite body and poppet, a stainless steel spring with EPDM or NBR seats. Check

valves 2" and larger shall have a body material of stainless steel or epoxy coated iron (fusion bonded) with an EPDM or NBR resilient seat. Spring material shall be stainless steel. Disk shall be of stainless steel or leadless bronze.

- D. Isolation valves shall be provided on the suction and discharge of each pump, on pressure gauges, on system headers, on air gap tank, and pressure tank. Isolation valve sizes 2 inch and smaller shall be nickel plated brass full port ball valves. Isolation valve sizes 3 inch and larger shall be a full lug style butterfly valve. The valve disk shall be of stainless steel. The valve seat material shall be EPDM and the body shall be cast iron, coated internally and externally with fusion-bonded epoxy.
- E. A 200 Gallon or Larger Distribution Air Gap Tank shall be provided. It shall be high-density polyethylene (HDPE) with 1.9SG and shall have molded in Gallons on the side of the tank. An adequately sized opening in the top will be installed for fill water and recirculation water from the PRV line, while maintaining the proper "Air Gap" required. (minimum of 2 x the inflow pipe diameter.). Air gap tank to be located off skid as shown on plans with field installed fill bracket support structure. Seismic restraints required on tank per tank manufacturer.
- F. A tank fill valve shall be used to ensure that the distribution tank always has enough water to meet the needs of the system. The fill valve shall be Bermad model WW-750 valve (or approved equal) and designed to open fully when the liquid level reaches a pre-set low point and close drip-tight when the level reaches a preset high point. This is a hydraulically operated, diaphragm valve with the pilot control and float mechanism mounted on the cover of the main valve. The float positions the pilot control to close the valve when the float contacts the upper stop. The high and low liquid levels are adjusted by positioning the stop collars on the float rod. The difference between high and low levels can be adjusted to as little as six inches, or to as much as twenty-one inches. The float mechanism may be located remotely from the main valve.
- G. House keeping pads are required under the booster skid and the air gap tank, as the floor has slope to drain. Field piping will be required to connect air gap tank to booster skid, and inlet water to fill valve. Pads will be reinforced concrete with a minimum thickness of 4".

4.0 SYSTEM OPERATION & CONTROLLER

The basis of operation for the Air Gap System is to maintain an adequate level of water in the distribution tank while providing the required flow and pressure to the process system. This shall be accomplished as follows:

- A. The distribution tank shall be filled with plant or city water using the pressure and flow available on site. Backflow prevention is accomplished through the use of a positive air gap at the top of the distribution tank. The Air Gap shall be a minimum of 2 x the fill line diameter at the distribution tank. No screens, splash containment or other obstructions that could cause backflow into the incoming water source shall be used at the distribution tank.
- B. A right angle, float actuated fill valve is used at the top of the distribution tank and will be mounted at least 2 x its discharge diameter above the distribution tank. An integral float connected to the fill valve will hang down into the distribution tank. This float will hydraulically actuate the valve, opening or closing based on the level in the tank.
- C. The process pump shall take suction through a bulkhead fitting installed in the distribution tank. It shall be adequately sized to provide the proper flow and pressure required by the system. It shall be a vertical multistage inline pump. Its motor shall have an integral VFD and HMI to adjust the set points. The pump will maintain pressure in the process system by ramping up or down in speed based on the pressure reading from the pumps on board pressure sensor.

- D. If something downstream of the pump changes the system to an over pressurized state, a PRV is in place to direct flow back to the distribution tank. This will prevent damage to equipment downstream of the pump in the process.
- E. An overflow line shall be installed above the max fill line on the distribution tank. In the event that the inflow does not shut off, the overflow line will direct the excess water to drain. There will be no isolation valve in this drain line.
- F. The controller shall be microprocessor based capable of having software changes and updates via personal computer (notebook). The controller user interface shall have a color display with a minimum screen size of 3-1/2" x 4-5/8" for easy viewing of system status parameters and for field programming. The display shall have a back light with contrast adjustment. Password protection of system settings shall be standard.

Home Status Screen: The controller shall display the following as status readings from a single display on the controller (this display shall be the default):

- Current value of the control parameter, (typically differential pressure)
- Most recent existing alarm (if any)
- System status with current operating mode
- Status of each pump with current operating mode and rotational speed as a percentage (%)
- Estimated flow-rate, (or actual flow if flow sensor is used)
- One user defined measured parameter (i.e. power consumption)

Inputs/Outputs: The controller shall have as a minimum the following hardware inputs and outputs:

- Three analog inputs (4-20mA or 0-10VDC)
- Three digital inputs
- Two digital outputs
- Ethernet connection (built-in web server)
- Field Service connection to PC for advanced programming, software and/or firmware upgrades and data logging

Pump system programming: As a minimum, the following parameters shall be available and/or field adjustable:

- Sensor Settings: Suction, Discharge, Differential Pressure [analog supply/range]
- PI Controller: Proportional gain (Kp) and Integral time (Ti)
- Low suction: Pressure/level shutdown via digital contact
- Limit Exceeding function: For low system, low suction warnings and shut down [via analog input]
- Flow meter settings (if used, analog signal)

Controller shall be a Grundfos CU352 (Or Approved Equal)

5.0 FACTORY TESTING PRIOR TO SHIPMENT

- A. Each Air Gap System shall be factory performance tested as a unit prior to shipment. The performance test shall consist of five (5) points over the operating range of the system. One point will be the specified primary design point of the pump. Verified test data will include head vs. capacity, motor output amps, motor frequency.
- B. Programming shall be entered into the Integral VFD prior to shipment (details of installation requirements shall be communicated to the pump system manufacturer). A performance test report shall be made available from the system manufacturer.

- C. The system shall undergo a maximum hydrostatic test of 1.5 x the working pressure of the system or up to the pressure limit of the components in the system for a minimum of 15 minutes prior to shipment.

6.0 EQUIPMENT MANUFACTURER

These specifications specify equipment and materials that were deemed most suitable for the service anticipated. The Air Gap System shall be the product of a manufacturer with a minimum of twenty (20) years experience in the design and manufacturing of package pump systems. This is not done, however, to eliminate others of equal quality and experience provided they are preapproved by the engineer prior to the bid date.

7.0 AIR-GAP INTERCONNECTION SYSTEM AND CONSTRUCTION

- A. All system pipe and fittings shall be Gruvlok, flanged or threaded (or approved equal) 316SS piping, per the diameters called out in the Air Gap System design drawings or required by existing City of Port Angeles infrastructure. All piping shall be properly supported and secured to prevent strains and damage to the equipment.
- B. Isolation valves shall be provided on the suction and discharge of each pump, on pressure gauges, on system headers, on air gap tank, and pressure tank. Isolation valve sizes 2 inch and smaller shall be nickel plated brass full port ball valves. Isolation valve sizes 3 inch and larger shall be a full lug style butterfly valve. The valve disk shall be of stainless steel. The valve seat material shall be EPDM and the body shall be cast iron, coated internally and externally with fusion-bonded epoxy.

8.0 INSTALLATION

Supplier will provide the following installation support that includes but is not limited to the following:

1. Contractor to supply electrical drawings including all I/O and power requirements four (4) weeks prior to installation.
2. Form, pour, and finish reinforced concrete pad for pump skid and tank. Minimum pad thickness of 4".
3. Install and anchor pump skid on pad
4. Install and anchor tank to pad and wall as required by state and federal regulations
5. Contractor shall provide temporary water bypass (as needed) to ensure continuous water supply during installation. Short outages can be scheduled and planned with pre-approval of the project manager and operations.
6. City to provide Electrical support for final terminations. Supplier to supply as built drawings, functional descriptions, and an on-site service technician to assist with the electrical and control terminations.
7. Contractor to provide pipe, fittings and labor to convert the existing #2 water supply to the Air Gap System
8. Test and commission Air-Gap system.
9. Train Operations

9.0 SPARE PARTS

The contract includes the following spare parts to be included in the delivery of the Air Gap System:

1. Bermad model WW-750 valve, Tank Fill Valve (or approved equal)
2. 1x Integrated Variable Frequency Drive Motor for Pumps

3. Cartridge Shaft Seal. Defined in Section 2.2(D)4
4. Pressure relieve valve. Defined in Section 3.3(B)
5. Check Valve. Defined in Section 3.3(C)
6. On Board Pressure Sensor. Defined in Section 4.0(C)

10.0 START UP AND TRAINING

One full day of training shall be provided on-site to the operation staff after the equipment start-up. Scheduled time to be determined by coordination with Operations Staff and Project Manager.

11.0 WARRANTY

System shall be warranted for 12 months from date of start-up. Prior to acceptance of the system, Manufacturer shall provide written warranty that includes the following statements:

1. The Manufacturer has inspected the installation during and after completion and the Air Gap System is free from faults and defects and is in conformance with the Contract Documents.
2. The Air Gap System will remain free of defects for a period of one (1) years from the date of final acceptance.
3. Any service or parts covered by warranty claims shall be provided at no cost to Owner.
5. The warranty period shall start from the final acceptance date of the system as determined by the Owner in writing. Final acceptance letter will be issued upon a successful startup and operation of the Air Gap System throughout the specified operational range of pressure and flow rate.



I hereby certify that this technical submission describe below was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Washington.

Rob Feller, PE

Divisions 1, 8, Technical Specifications

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *City of Port Angeles' Urban Services Standards and Guidelines*, *current edition*

Contractor shall obtain copies of these publications, at Contractor's own expense.

**DIVISION 1
GENERAL REQUIREMENTS**

1-01.3 Definitions

(January 19, 2022 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for "Contract".

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 Bid Procedures and Conditions**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

1-03 Award and Execution of Contract

1-03.3 Execution of Contract

(January 19, 2022 APWA GSP)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 7 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,

3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-04 Scope of Work

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(December 10, 2020 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Attachment "A" Work Requirements
5. Contract Plans,
6. Standard Specifications,
7. Port Angeles Urban Service Standards and Guidelines, and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes in Work

Section 1-04.4, Changes, of the Standard Specifications shall be supplemented with the following:

The Contractor shall submit the items associated with this section via Virtual Project Manager (VPM), an online cloud-based project management system, as specified in Attachment A, Work Requirements, Section 4.0 Submittals and Document Control

All revisions, clarifications, field requests and field authorizations for construction contracts shall be documented using the "**REQUEST FOR INFORMATION (RFI)**" form. A construction contract change order may be initiated by the Contractor, City Inspector, or Engineer by using the RFI form contained in Part V, Attachments.

1-05 Control of Work

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.8 Submittals

Supplement this section with the following:

- A. Virtual Project Manager (VPM) allows for paperless documentation and project administration. All posted information is available to all personnel involved with the project at any time using the internet.
- B. The use of VPM by the Contractor is mandatory. Access to VPM will be provided at no cost to the contractor.
- C. In order to utilize VPM, the contractor needs a computer, internet access, a digital camera, and a scanner. For more information, go to www.virtual-pm.com. To Login, from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the agency.
- D. The contractor shall use the following features:
 1. Daily Logs: Contractor's daily reports shall be entered electronically via VPM.
 2. Change Order Manager: Contractor requests for change order shall be submitted electronically via VPM.
 3. Transmittals: Schedules, Pay applications, etc. shall be submitted electronically via VPM.
 4. Submittals: Submittals requiring approval shall be submitted electronically via VPM.
 5. RFIs: Requests for information (RFIs) shall be submitted electronically via VPM.
 6. Other documents, photos, or information as requested by project manager via VPM.

(i)1-05.8(1) General

The Contractor shall submit information for review by the Owner related to all material to be used on the project. Additional submittals are described in this section, as well as in Division 7.

Each submittal shall be transmitted to the Owner with the Submittal cover sheet included in Appendix B. If the Contractor desires to use their own submittal cover sheet, it must be approved by the Owner prior to use.

Each submittal shall be uniquely numbered.

(ii) 1-05.8(2) Required Submittals

The Contractor shall provide the City all required submittals as identified in this section, in Division 7, and where identified elsewhere in the Contract Documents.

(iii) 1-05.8(2)A Submittals for the Pre-construction Conference

The following items shall be submitted at the pre-construction conference prior to the Notice to Proceed. For each item, three hard copies or thumb drive.

1. Contractor's and Subcontractor's Contact Information

Names and 24-hour contact telephone numbers of contractor's and each subcontractor's key personnel identified in Standard Specifications Section 1-05.13.

2. Contractor's Progress Schedule (Type A):

Progress schedule identified in Special Provisions Section 1-08.3(2)A. *Format shall be Microsoft Project or software equal.*

3. Cost breakdown for lump sum items (Schedule of Values), if applicable.

4. Traffic Control and Erosion Control Supervisor Certifications:

Include names, certifications, and contact information.

5. List of all Subcontractors, including:

- a. Percentage value of work assigned.
- b. Principal contact(s).
- c. Address
- d. Telephone and fax numbers.

6. List of all requested exceptions to the Contract Documents.

Note: see **1-08.0(1) Preconstruction Conference**

1-05.8(3) As-Built Drawings

As-built drawings are required to be maintained by the Contractor. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings and a record of all construction deviations, modifications or changes from those drawings which were incorporated in the work; all additional work not appearing on the contract drawings; all design submittals, including electrical schematics; and all changes which are made after final inspection of the contract work.

The Contractor shall mark up a set of full size plans using red ink to show the as-built conditions. These as-built marked prints shall be kept current and available on the job site at all times, and be made available to the City Engineer upon request. The changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. No construction work shall be concealed until it has been inspected, approved, and recorded.

The drawings shall show at least the following:

a. The location and description of any utilities or other installations known to exist and or encountered within the construction area. The location of these utilities shall include an accurate description, dimensions, and at least 2 ties to permanent features for all utilities encountered.

b. The location and description of all facilities and appurtenances installed by the Contractor. The location of facilities and appurtenances shall include accurate dimensions and at least 2 ties to permanent features for all major components, including valves.

The City of Port Angeles has the right to deny progress payments for completed work if as-built records, as required by this section, are not available on the job site for the work that has been completed by the date of the payment request.

Final as-builts shall be delivered to the City Engineer at the time of final inspection for review and approval. **As-built drawings must be approved by the Project Engineer before final payment will be made.** See Submittal Requirements for additional information.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection, the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.12 Final Acceptance

Add the following new sections:

1-05.12(1) One Year Guarantee Period

(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid

by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

Article II. 1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-07 Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project

site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.15 Temporary Water Pollution Prevention

This section is supplemented by the following:

The Contractor shall implement temporary erosion and sediment control (TESC) measures as necessary to prevent erosion and to stop sediment-laden water from leaving the site and entering the storm drain system. The Contractor shall construct all necessary elements and provide other necessary materials, labor, and equipment.

Exposed slopes and excavations shall be protected. The Contractor shall maintain and clean the facilities for the life of the construction. The Contractor shall have adequate materials on the site to respond to weather changes and shall modify the system to accommodate seasonal changes.

A temporary water pollution/erosion control plan will be required from the Contractor. Temporary water pollution/erosion control measures shall be taken in accordance with these special provisions, Chapter 6 of the City of Port Angeles Urban Services Standards and Guidelines, and the Standard Specifications.

All silt shall be contained within the construction area.

Temporary water pollution/erosion control shall contain the following:

1. A Temporary Water Pollution/Erosion Control Plan shall be prepared prior to the start of any on-site construction activities.
2. Critical drainage features such as catch basins, ditches, culverts receiving runoff from exposed earth surfaces shall be protected from siltation.
3. Slopes shall be mulched, fertilized, and seeded as soon as possible.
4. Upon completion of the project or when directed by the engineer, remove temporary water pollution/erosion control facilities except those designated by the Engineer to remain.

1-07.16(1) Protection and Restoration of Property

Supplement this section with the following:

Prior to the start of any construction activities, the Contractor shall submit to the City Engineer, a copy of the written agreement between the Contractor and Owner of the property the Contractor plans to use as a staging area and/or stockpile site.

The Contractor is fully responsible for protection, cleanup and restoration of the property. No material shall be stockpiled in the right-of-way and all materials shall be hauled and disposed of legally off-site to an approved disposal site in accordance with local, state and federal requirements and section 2-03.3(7)C.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented by the following:

Locations and dimensions shown in the plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

Public and private utilities, or their contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project.

The Contractor shall call the Utility Location Request Center (One Call Center), for field location not less than two nor more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is

defined as any day other than Saturday, Sunday, or a legal local, state or federal holiday. The telephone number for the One Call Center for this project is 811.

The Contractor is alerted to the existence of Chapter 19.122 RCW, a Washington State law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense.

No excavation shall begin until all known facilities in the vicinity of the excavation area have been located and marked.

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 4, 2016 APWA GSP)

In case of any conflict between this section and Attachment B to this Agreement, Attachment B shall prevail.

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the 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 below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency 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 Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier 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 all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) 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.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. 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 Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

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 equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
-------------	-------------------------------------

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.23 Public Convenience and Safety

Section 1-07.23 is supplemented with the following:

The construction safety zone for this project is 10 feet from the outside edge of the traveled way. During the actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the safety zone and only construction vehicles absolutely necessary to

construction shall be allowed within the safety zone or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the safety zone at any time.

Adjacent roadways and sidewalks shall be cleaned of construction debris at the end of each work day, or sooner if there is an unanticipated adverse impact on the safety of the traveling public.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

1-07.23(1) Public Convenience and Safety

Section 1-07.23(1) is supplemented with the following:

1. There shall be no delay to medical, fire, police, or other emergency vehicles with flashing lights or sirens. The Contractor shall alert all flaggers and personnel of this requirement.
2. The Contractor shall notify the Engineer at least one work day in advance of the need to restrict parking within the project limits. The Engineer will notify the Police Department of the required restricted parking.
3. Prior to cutting across driveways and business or parking accesses, the Contractor **MUST NOTIFY ALL OWNERS AT LEAST 24 HOURS IN ADVANCE.**
4. Every effort shall be made to limit restrictions to access of businesses to short periods of time. The Contractor may be required to address business access concerns on short notice. Modification(s) to the contract to compensate the Contractor for changes due to access concerns shall only be made if such change results in an impact on the delivery schedule of more than one day and/or a significant change in labor or equipment requirements.
5. Lane closures are subject to the following restrictions: If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 PM (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the

right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 Prosecution and Progress

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 5:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than seven calendar days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

Add the following new section:

1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees

Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector will be present, and a survey crew may be required at the discretion of the Engineer. In such case, the Contracting Agency may deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time costs for employees of the Contracting Agency required to work overtime hours.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit 1 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with

the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

(March 13, 1995)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within Thirty (30) working days. Working days includes skid assembly at the contractor's shop or work area. The City shall suspend the notice to proceed during material procurement if requested by the contractor when no contract work is being performed.

1-08.5 Time for Completion

(January 19, 2022 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification

- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09 Measurement and Payment

1-09.9 Payments

(March 13, 2012 APWA GSP)

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

1-09.9 Payments

(January 19, 2022 APWA GSP)

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the

Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

1-09.9 Payments

Section 1-09.9 is supplemented with the following:

The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments in Part V of the Project Manual. This form includes a lien waiver certification, and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration.

END OF SECTION

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

8-30 AIR GAP SYSTEM

(New Section)

(*****)

8-30.1 Description

Manufacture and install a skid-based Air Gap water system at the City of Port Angeles Wastewater Treatment Plant (WWTP).

8-30.4 Measurement

Add the following section:

Bid item 3 "Air Gap System" will be measured as lump sum.

8-30.5 Payment

Payment will be made for each of the following Bid items that are included in the proposal:

Bid item 3 "Air Gap System" Lump Sum (LS). Includes all equipment and onsite services required for the City of Port Angeles WWTP Air Gap System mechanical installation, as listed in Section 5.0 Technical Specifications. Including, but not limited to; removal of existing equipment, providing water supply through temporary bypass piping, forming, pouring, and finishing concrete pads, installation of new supplied equipment, piping, programming, configuration, startup and training for the supplied Air Gap System as described in Section 5.0 and required for operation of supplied system.

END OF SECTION

STANDARD PLANS

The current State of Washington Standard Plans for Road, Bridge and Municipal Construction, up to and including any official changes to these Plans issued through January 2023 are hereby made a part of this contract.

Contractor shall obtain copies of these publications at Contractor's own expense.

**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.

PERFORMANCE BOND

to City of Port Angeles, WA
Bond No. _____

The City of Port Angeles, Washington, has awarded to _____ (Principal), a contract for the project designated as Wastewater Plant Air Gap, Project No. CON-2020-04, in Port Angeles, Washington, and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City of Port Angeles in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

PAYMENT BOND

to City of Port Angeles, WA
Bond No. _____

The City of Port Angeles, Washington, has awarded to _____ (Principal), a contract for the project designated as Wastewater Plant Air Gap, Project No. **CON-2020-4**, in Port Angeles, Washington, and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the **City of Port Angeles** in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with Titles 60.28, 39.08, and 39.12 RCW including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

REQUEST FOR INFORMATION (RFI) FORM

PROJECT NAME: _____

PROJECT/CONTRACT NUMBER: _____

ORIGINATOR: _____ City Contractor

ITEM: _____

REFERENCE DRAWING OR SPECIFICATION: _____

DESCRIPTION OF CLARIFICATION/REQUEST: _____

DATE REPLY REQUESTED: _____ CRITICAL TO SCHEDULE: YES NO

ORIGINATOR SIGNATURE: _____ DATE: _____

COMMENTS:

RFI Number:



CONTRACT CHANGE ORDER		Contract No. & Title	
		Project Manager:	
Date Prepared	Change Order No.	Prime:	
Change Title: Change Scope / Justification:			

COST DATA	CONTRACT AMOUNT
Original Contract	
Previous Change Orders	
This Change Order Amount (including applicable taxes)	
New Contract Amount	

SCHEDULE	
Original Substantial Completion	
Previous Time Extension by Change Order (days)*	
Suspension of Work (days)	
Change Order #1 Time Extension (days)	
New Substantial Completion	

CONTRACTOR:	CITY OF PORT ANGELES
Signature	Signature
Name & Title	Name & Title
Date:	Date:

This Change Proposal shall represent full and complete compensation and final settlement of all Claims for all (1) time; (2) direct, indirect, and overhead costs; (3) profit; and (4) costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and/or any other costs or damages related to any work either covered or affected by the Change Proposal, or related to the events giving rise to the Change Proposal.



CONTRACTOR'S APPLICATION FOR PAYMENT

Page 1 of 2

PROJECT NAME:	PROJECT NUMBER:
TO: City of Port Angeles Public Works & Utilities Department 321 E 5 th Street Port Angeles, WA 98362	DATE:
FROM:	PAYMENT REQUEST NO.
PERIOD From:	to [end of period]:

STATEMENT OF CONTRACT ACCOUNT

1	Original Contract Amount (Excluding Sales Tax)	\$
2	Total Value of Approved Change Order No(s). _____ (Excluding Sales Tax)	\$
3	Adjusted Contract Amount [Line 1+ Line 2]	\$
4	Total Retainage to be Withheld [5% of Line 3]	\$
5	Value of Work Completed to Date (per attached breakdown)	\$
6	Material Stored on Site (per attached breakdown and material receipts)	\$
7	Subtotal [Line 5+ Line 6]	\$
8	Sales Tax [8.8% of Line 7], As Applicable	\$
9	Retainage for Work Completed to Date [5% of Line 7]	\$
10	Subtotal [Line 7+ Line 8 - Line 9]	\$
11	Previous Retainage Withheld (Line 9 from previous payment application)	\$
12	Total Previously Paid (Line 10 from previous payment application)	\$
13	RETAINAGE TO BE WITHHELD FOR THIS PAYMENT [Line 9 – Line 11]	\$
14	AMOUNT TO BE RELEASED TO CONTRACTOR [Line 10 - Line12]	\$

WAIVER OF CLAIMS FOR EXTRA COST OR TIME: The undersigned Applicant waives and releases, up through the date hereof, any and all claims for costs or item extensions arising out of or relating to extra or changed work or delays or acceleration not specifically identified and reserved in the amounts identified below or previously acknowledged in writing by the City of Port Angeles.

CERTIFICATE OF THE CONTRACTOR: I hereby certify that the work performed and the materials supplied through the ending period date noted above represent the actual value of accomplishment under the terms of the contract (and all authorized changes) between the Applicant and the City of Port Angeles, relating to the above referenced project, and that the remaining contract balance is sufficient to cover all costs of completing the work in accordance with the contract documents.

Continued on Page 2

CONTRACTOR'S APPLICATION FOR PAYMENT

Page 2 of 2

I also certify that all lower-tier payments, less applicable retention, have been made by the Applicant for the periods covered by previous payment(s) received by the Applicant to (1) all lower-tier subcontractors/ suppliers, and (2) for all materials, equipment and labor used or in connection with the performance of this contract. I further certify that I have complied with all federal, state and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws, insofar as applicable to the performance of this work, and have paid all such taxes, premiums and/or assessments arising out of the performance of the work.

I further certify that, to the best of my knowledge, information and belief, all work for which previous payment(s) have been received shall be free and clear of liens, claims, security interests and encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work.

Within seven (7) days of receipt of the payment requested herein, all payments, less applicable retention, will be made through the period covered by this pay request to all my lower-tier subcontractors/suppliers and for all materials, equipment, labor, taxes and assessments arising out of the performance of all said lower-tire work.

DATED: _____

CONTRACTOR: _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public in and for the State of _____,
residing at _____.
My appointment expires _____.

APPROVAL:

Project Manager _____

_____ Date

City Engineer _____

_____ Date



**CERTIFICATION OF
WORK COMPLETION AND ACCEPTANCE**

PROJECT: _____

PROJECT NO.: _____

All work on the above referenced project has been completed in accordance with the contract documents and the final inspection and the warranty provision included therein or relating thereto.

The final estimate in the amount of \$_____, including any applicable taxes, has been reviewed and is in agreement with our records. I further certify that the final estimate amount shown above is a true and correct statement showing all the monies due me from the City of Port Angeles for work performed and material furnished under this contract. City Council acceptance and final payment, including retained percentages, is hereby respectfully requested.

_____, Contractor, hereby releases the City of Port Angeles, Washington, from any and all liens arising out of this Contract or is, herewith, providing a bond covering all unpaid obligations for work, materials, equipment or any other liens outstanding on this Contract.

CONTRACTOR:

ADDRESS:

AUTHORIZED OFFICIAL: _____ DATE: _____

