



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: 2018 Landfill Gas Flare Replacement

Project Number: SW02-17

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 60 working days from the Notice to Proceed. No work is to be performed prior to written Notice to Proceed by the City.
- The performance period under this Contract commences xx calendar days after notice to proceed and ends (xx days thereafter or after contract award).

3. PAYMENT

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

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

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

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof; except 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 persistently disregards federal, state or local regulations and ordinances.
6. Contractor persistently disregards instructions of the Contract Administrator, or otherwise substantially violates the terms of this Contract.
7. The City determines that sufficient operating funds are not available to fund completion of the work contracted for.

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. 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 and retainage will apply in accordance with Washington State law. A retainage of 5% will then 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 and Payment Bond form, and Escrow Agreement for Retained Percentage form are available from the Operations Office of Public Works & Utilities (Telephone 360-417-4541). Performance Bond and Retainage 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. Bidders shall examine and be familiar with such requirements. 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>

The applicable wage determinations to use are 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 meets the following bidder responsibility criteria:

- At the time of subcontract bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- Have a current state unified business identifier number;
- If applicable, have:
 - 1) Industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW;
 - 2) An employment security department number as required in Title 50 RCW; and
 - 3) A state excise tax registration number as required in Title 82 RCW;
 - 4) An electrical contractor license, if required by Chapter 19.28 RCW;
 - 5) 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).

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: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

City: _____

APPROVED AS TO FORM:

Tax ID #: _____

BY: _____

CITY ATTORNEY

Phone Number: _____

ATTEST:

BY: _____

CITY CLERK

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: Landfill Gas Flare System Replacement

Location: City of Port Angeles Closed Landfill, 3501 West 18th St. Port Angeles, WA 98362

Site Point of Contact ("Project Representative"): Lucio Baack at (360)417-4720

Work Hours and Schedule: The Contractor will be allowed to work from 7 AM to 5 PM, Monday through Friday. Work outside of these hours may be requested from and is at the discretion of the City Engineer.

Permits: Electrical/Mechanical Permit
Olympic Region Clean Air Agency, Notice of Construction (to be submitted by City)
City of Port Angeles Electrical Inspection

Work Requirements:

1.0 PROJECT DESCRIPTION

Contractor shall furnish and install landfill gas extraction blowers, elevated landfill gas flare, moisture removal equipment (condensate knock-out with demister pad), flame arrestor, and all necessary pipe, pipe fittings (manual control valves, sampling ports, pipe supports etc.), instrumentation, and controls to construct a complete and operational system.

1.1 References

- A. 40 CFR 60.18 – Standards of Performance for New Stationary Sources – General Control Device Requirements
- B. ANSI B-16.5 – Pipe Fitting and Flange Fitting Standard
- C. National Fire Protection Association – NEC - National Electric Code

1.2 Contractor or Subcontractor Qualifications

- A. Contractor or Subcontractor has completed a minimum of three successful operating gas collection and control systems with flares in the past six (6) years.
- B. Safety and Health
 - a. It is required that all Contractors and Subcontractors adhere to applicable federal, state and local safety and health standards, rules, regulations, and ordinances.
 - b. Construction of this project is being performed on, and adjacent to buried wastes and refuse. Hazardous conditions exist due to the potential presence of landfill gases and leachate in excavations, vaults, or pipes, for example.
 - c. The Contractor or Subcontractor shall submit a Health and Safety Plan in accordance with Chapter 296-843 WAC – Hazardous Waste Operations prior to commencing Work at the site or within ten (10) days following the Notice to Proceed, whichever comes first.
 - d. The Contractor shall train all personnel in use of the appropriate safety equipment that would be utilized during the course of their Work. It is the responsibility of the Site Safety and Health Officer, or person(s) in authority, to ascertain that all safety equipment is being used when appropriate.

1.3 Submittals

- A. Prior to fabrication, the Contractor shall submit shop drawings for the entire flare system, including flare, blowers and motors, condensate knockout tank, system connection points (gas system header, condensate drain line, flare mast drain line), control and power conduits, pipe supports, and associated control system for approval by Project Representative.
- B. The Contractor shall submit an installation plan demonstrating the ability to install a complete and operational system which meets the performance requirements specified herein for approval by Project Representative.
 - 1. Installation plan should include start and end dates of installation, start and end dates and times of planned disruption to existing landfill gas collection and treatment system, purpose of disruption, and a contingency plan if a problem occurs that requires additional time during the disruption.
 - 2. Installation plan should include a startup checklist, to be completed and signed by the Contractor and accepted by the Project Representative prior to system startup. Startup checklist shall include proper equipment verification, valve positioning for system startup, and safety precautions that shall be taken prior to and during startup.
 - 3. No equipment shall ship to the site until the Contractor receives written approval for the proposed equipment from the Project Representative.
 - 4. Execution of work will not proceed until the Project Representative approves the installation plan.
- C. Following system startup, the Contractor shall submit documents that demonstrate compliance with the Contract requirements for approval by Project Representative.
 - 1. Completed startup checklist
 - 2. As-built drawings showing final fabrication details and layout.
 - 3. Operation and Maintenance Manual two (2) hard copies and one (1) electronic version in PDF format.

1.4 City Instructions

- A. The Landfill Gas Flare Site Plan drawing is diagrammatic and does not purport to show all material necessary for a complete and usable system. The Contractor shall be responsible to provide and install all necessary equipment, incidental accessories and fittings, labor to construct a complete system ready for operation, with controls capabilities listed herein, without additional expense to the City.
- B. 480V, three-phase electrical service will be available at the flare station gravel pad. The Contractor will provide an electrician to perform connection services.
- C. The City shall install the gas system header, condensate drain line, flare mast drain line, control and power conduit from the existing locations marked in the site plan, to the locations specified by the Contractor in flare system shop drawings.
- D. Area available for replacement flare skid is a maximum of 12 feet wide and a maximum of 40 feet long within a fenced area of approximately 40 feet by 70 feet. City shall provide level gravel pad. Alternate skid dimensions should be cleared with City.

2.0 PRODUCTS

2.1 Landfill Gas Utility Flare

- A. Flare design shall incorporate the following requirements and standards, at a minimum:
 - 1. Comply with requirements contained in 40 CFR 60.18.
 - 2. Meet emission standards to reduce nonmethane organic compounds by 98 weight-percent (40 CFR 60 subpart WWW).
- B. The flare shall be capable of operating at flows of up to 300scfm, with a turndown ratio of at least 10:1, and at methane concentrations between 25 and 75 percent
- C. The flare shall be designed for sustained operation in areas with wind gusts of 80 mph.
- D. The flare shall be equipped with an electrical ignition system capable of providing spark at least every 30 seconds.
- E. The flare mast shall include a 1-inch NPT drain port, and all liquid collected inside the flare mast shall automatically discharge by gravity to an existing drain line at ground surface. The City shall connect the flare mast drain port to the existing drain line.
- F. The flare shall be designed to include a properly sized flame-arrestor, located between the flare and the blowers.
- G. The flare system shall have base mount anchoring support

2.2 Landfill Gas Blowers

- A. The explosion-proof blower, designed for application with landfill gas or similarly corrosive biogas application, shall be sized to provide flow of 300 cubic feet per minute (cfm) with 30-inches of water column (in. WC) vacuum at blower inlet, without surging.
- B. The blower motors shall be 3-phase, 4-wire motor in totally enclosed fan cooled (TEFC) enclosure.
- C. Motor speed shall be adjustable with variable frequency drive control to reduce flow to 25 cfm.
- D. Fan performance should be relatively flat across the design operating range to promote efficient combustion at the flare.
- E. Vibration displacement shall not exceed 1.5 mils (0.03 millimeters) measured in a vertical plane.
- F. Inlet and outlet flanges must be compatible with 150# flat-face flanges (ANSI B-16.5).
- G. Bearings should be designed for 10 years minimum life as defined by Anti Friction Bearing Manufacturer's Association (AFBMA) standards.
- H. Blower and motor shall be mounted on a single full-length welded structural steel base plate and set on rubber vibration isolation pads.
- I. Motor shall meet National Electric Manufacturer's Association (NEMA) Energy Policy Act (EPACT) rating "efficient" electric motor.
- J. Service factor of motor shall be 1.15.
- K. Installation will include two complete blower systems, and all necessary pipe, fittings, accessories, and electrical controls to provide an operational gas extraction system at the specified flow and vacuum requirements.
- L. Piping and valve configuration shall allow operational isolation of the blowers and flow control, and must allow maintenance on one blower while the other blower is in operation.
- M. All electrical components and wiring shall meet Area Classification requirements (below).

2.3 Condensate Knockout Tank

- A. A condensate knockout tank shall be installed prior to the blowers to allow only vapor to pass and prevent damage to the blowers.
- B. The condensate knockout tank shall be constructed of material to withstand corrosive liquids and gases.
- C. The condensate knockout tank shall be sized appropriately for the specified flow and vacuum.
- D. The condensate knockout tank inlet shall have an inline strainer to collect residual sediment and plastic coils from recent construction on the landfill gas collection system.
- E. Inlet and outlet flanges must be compatible with 150# flat-face flanges (ANSI B-16.5).
- F. The condensate knockout shall include a demister pad, with access for demister pad maintenance.
- G. The condensate knockout tank shall include an easily accessible 1-inch NPT tank drain port to discharge liquid by gravity to an existing drain at ground surface. The City shall connect piping from the condensate knockout tank to the existing drain line.
- H. Condensate knockout shall include a high-level sensor for alarm, and a higher-high level sensor for system shutoff.
- I. The condensate knockout tank shall be securely anchored.

2.4 Piping, Valves, and Connections

- A. Piping shall be appropriately sized for the specified flow and vacuum.
- B. Pipe supports shall be installed per manufacturer's recommendation or at a minimum of 10 feet on center.
- C. An electric actuated valve (normally closed), with battery backup, shall be placed before the system components described above. Sampling ports will be installed between the blower and the inlet to the enclosed flare. Sampling ports will include a ¼-inch diameter brass ball valve with ¼-inch brass barb fitting.
- D. System inlet piping flange shall be compatible with 150# flat-face flanges (ANSI B-16.5).
- E. The City shall connect piping from the system inlet to the existing LFG header.

2.5 Controls and Monitoring System

- A. The Contractor shall be fully responsible for relocating the existing fiber patch panel from its current location to the proposed area depicted on the site plan, in addition to re-terminating both of the 6 strand fiber cable with ST connectors to the panel (12 total terminations).

1. All fiber optic cable terminations shall be performed by qualified personnel and installed in accordance with the manufacturer's recommendations.
 2. The existing patch panel NEMA 4X enclosure shall be relocated to the proposed location depicted in the site plan by the Contractor.
 3. Contractor shall utilize existing conduit and pull string
 4. Post-Installation tests shall include OTDR traces at both 1310 nm and 1550 nm wavelengths display with no unexplained losses, reflectance events, or other discontinuities.
- B. The Contractor shall instrument the system to measure the following conditions:
1. Flame out
 2. Flame temperature
 3. System flow near flare inlet, after blower
 4. Blower speed
 5. System vacuum near blower inlet
- C. Blower control (i.e. on/off and VFD control) shall be made possible from a control panel located within the control panel cabinet shown in the drawings.
- D. Flare system control panel cabinet shall be located outside the Class 1 Division 2 area.
- E. All electronic operational controls, electronic monitoring, and alarm or relay wiring from the flare shall be connected to a weather-proof control panel cabinet, and labeled for reference to wiring diagram.
- F. Controls include:
1. Main Power (off/on)
 2. Igniter (off/on, frequency)
 3. Blower (off/on/VFD)
 4. VFD (off/on, frequency)
- G. Electronic monitoring includes:
1. Flare temperature (degrees F)
 2. Blower speed (RPM)
 3. Flow rate after blowers (scfm)
 4. Vacuum at blower inlet (inches water column)
- H. Alarms include:
1. Power failure
 2. Flame out
 3. High condensate level
- I. Control wiring will be routed to the control panel in 2-inch diameter Schedule 40 PVC conduit buried 2 feet below ground surface, and sealed per area classification.
- J. Contractor to coordinate with TSI, Technical Systems Inc. (City's SCADA contractor) for SCADA system programming and testing to ensure seamless integration.

2.6 Electrical

- A. Standards and Codes
1. All electrical materials and equipment specified herein shall within the scope of UL Examination Services, be approved by the Underwriter's Laboratories for the purpose for which they are used and shall bear the UL label.
 2. All materials and equipment specified herein shall conform to all applicable NEMA, ANSI and IEEE standards
 3. All materials and equipment specified herein and their installation methods shall conform to the latest published version of the National Electric Code, N.E.C.
- B. Area Classifications
1. The following classification of areas shall be used as a reference in determining application of material covered by this Section unless specifically shown otherwise on the drawings. Areas which fall under two or more of the following classifications shall conform to the minimum requirements of all of the area classifications listed for that area.
 2. Hazardous area classifications shall be defined by: a) NEC Article 500; b) NFPA 820 for all waste facilities.
 3. Hazardous Areas:
 - a. Class 1, Division 1 within 3 feet of valved connections in piping containing landfill gas, including (for example) the flare tip, flare drain, monitoring ports, and condensate drain
 - b. Class 1, Division 2 within 10 feet of piping containing landfill gas
 - c. Unclassified more than 10 feet from piping containing landfill gas

4. Hazardous areas shall have electrical installations which conform to Class and Division as defined by the NEC and NFPA 820. Provide seal fittings per NEC requirements.
- C. Outdoor and Damp Areas:
1. Raceway shall be rigid galvanized steel (GRS), Intermediate Metal Conduit (IMC) or Aluminum. Conduit entrances shall be threaded and fittings shall have gasketed covers.
 2. Threaded fastening hardware and rods shall be 316 stainless steel. Raceway supports such as channel, clamps, and brackets shall be 316 stainless steel or aluminum or non-metallic.
 3. Panels and boxes shall be NEMA 3R - aluminum, stainless steel or non-metallic (or as shown on the drawings). Device boxes shall be cast, copper free aluminum.

3.0 EXECUTION

3.1 Quality Control

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. During installation, the Contractor shall verify at a minimum:
 1. Correct voltage, phase and frequency of electrical components
 2. Control system integration
 3. Size and space requirements
 4. Mounting requirements
 5. SCADA integration with TSI, Technical Systems Inc. (City's SCADA contractor)
- C. At any time, any quality control issues, or discrepancies between the design and fabrication, shall be brought to the immediate attention of the Project Representative.

3.2 System Delivery and Installation

- A. The period between the existing flare shutting down and the replacement flare starting up shall be no more than 24 hours. The schedule for flare replacement is October 1, 2018.
- B. System component delivery will occur only after the Contractor receives approval from Project Representative for the entire blower / flare station installation plan.
- C. System component delivery will be coordinated with the City to prevent interruption to landfill operations.
- D. System components will be installed according to manufacturer's requirements.
- E. As specified under Section 1.3, Submittals, an as-built report shall be furnished by the Contractor following installation at no additional cost to the City.
- F. The Contractor or the Contractor's vendor will provide services for commissioning and startup with service representatives who are experienced and qualified in all aspects of the mechanical, electrical, and process control equipment that is part of the supplied system. System startup will be performed after startup checklist has been signed by the Contractor and accepted by the Project Representative. The Contractor shall provide these qualified service representatives for a 1 day period to perform commissioning, startup, and system optimization.
 1. During the 1 day startup period, the Contractor or the Contractor's vendor is responsible for measuring system performance and startup data, provide explanation for variance between design and actual performance, as necessary, and will include a familiarization training session for the City.
 2. Commissioning phase shall include, but is not limited to the following; manual startup and shutdown, automatic shutdown for all control features, blower speed control using VFD for both primary and backup blowers.
 3. Contractor shall address any deficiencies within 10 business days.
- G. As specified under Section 1.3, Submittals, an operations and maintenance manual will be furnished by the Contractor following installation at no additional cost to the City.
 1. Operations and maintenance manual shall include start-up and shut-down procedures, system flow adjustment procedures, automated controls explanation, troubleshooting procedures, and will also include copies of product manuals for all process and control equipment.
- H. Contractor shall properly dispose of all decommissioned flare components and project waste, which has not been specifically marked by the City for salvage.
- I. Contractor shall identify and provide spare parts for two years of maintenance (include spare igniter, and thermocouple regardless if required to be replaced within two years)

- J. Contractor shall warranty flare system and components. The Contractor-specified warranty will be considered along with costs.

4.0 STANDARD SPECIFICATIONS

This contract incorporates the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction 2018 referred to herein as the Standard Specifications. The Standard Specifications shall be used as the minimum standards; deviations within the Scope of Work are intended to result in a superior final product.

4.1 Special Provisions

Division 1 General Requirements

1-01.3 Definitions

(January 4, 2016 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, Amendments, 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.

All references to "Engineer" and "Project Engineer" are redefined to mean City Engineer for the City of Port Angeles.

The terms "Contract" and "Project Manual" are interchangeable.

1-04.1(2) Bid Items Not Included in the Proposal

(*****)

Section 1-04.1(2) is replaced with the following:

"When the contract specifies Work that has no Bid item, and the Work is not specified as being included with or incidental to other Bid items, payment for the Work shall be included in an appropriate unit price or lump sum bid item in the Bid Form."

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

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, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Current edition of the City of Port Angeles Urban Services Standards and Guidelines,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 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:

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 Contract documents.

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.

1-05.10 Guarantees

(*****)

Section 1-05.10 is supplemented with the following:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of physical completion. The Contractor shall warrant and guarantee for a period of one (1) year from the date of physical completion of the system that the completed system is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. All costs associated with this item shall be incidental to the contract prices for the various bid items.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(*****)

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.

1-05.13 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.

1-07.1 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 Sales Tax

(June 27, 2011 APWA GSP)

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).

1-07.18 Public Liability and Property Damage Insurance

(*****)

Section 1.07.18 is replaced with "Attachment B" Insurance.

1-08.5 Time for Completion

(September 12, 2016 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. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, 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. Property owner releases per Section 1-07.24

(*****)

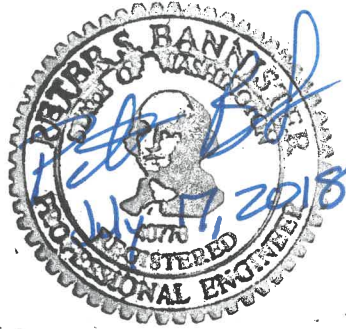
Section 1-08.5 is supplemented with the following:

This project shall be physically completed within 10 working days.

3.0 Drawings:

The following listed drawings are part of this contract:
2018 Landfill Gas Flare Replacement Site Plan

This stamp certifies that Peter S. Bannister, Professional Engineer, prepared or directly supervised the preparation of engineering specifications for a landfill gas flare system replacement described in Section 1, Section 2, and Section 3 (including the Site Plan) of Attachment A for the City of Port Angeles Small Works Roster, Contract Title: 2018 Landfill Gas Flare Replacement; Project Number: SW02-17.



**INSURANCE REQUIREMENTS FOR
CONSTRUCTION AND SERVICE CONTRACTS**

Insurance

This provision replaces and supersedes Standard Specification 1-07.18
The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation

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

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on 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 the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an 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 equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

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 \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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 insurance 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.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

G. 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.

H. 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.

ESCROW AGREEMENT for RETAINED PERCENTAGE

2018 Landfill Gas Flare Replacement

Escrow No.: _____
City of Port Angeles Contract No. SW02-17
Completion Date: _____

TO:

THIS ESCROW AGREEMENT is for the investment of the retained percentage of the above contract, in accordance with chapter 60.28 of the Revised Code of Washington. It is limited to FDIC insured Washington State Chartered Banks who are covered by the State of Washington Public Deposit Protection Act.

The undersigned, _____, (as "Contractor"), has directed the CITY OF PORT ANGELES (as "City"), to deliver to you its warrants which shall be payable to you and/or the contractor. The warrants are to be held and disposed of by you in accordance with the following instruction:

INSTRUCTIONS

1. Upon delivery the warrants shall be endorsed by you and forwarded to the City for collection. You shall use the monies to purchase investments selected by the Contractor and approved by the City. You may follow the last written direction received by you from the Contractor, for each purchase, provided the direction otherwise conforms with this agreement. Acceptable investments are:
 - A. Bills, certificates, notes or bonds of the United States;
 - B. Other obligations of the United States or its agencies;
 - C. Obligations of any corporation wholly owned by the Government of the United States;
 - D. Indebtedness of the Federal National Mortgage Association;
 - E. Time deposits in commercial banks;
 - F. Other investments, except stocks, selected by the Contractor, subject to express prior written consent of the City.
2. The investments shall be in a form which allows you alone to reconvert them into money if you are required to do so by the City.
3. The investments must mature on or prior to the date set for the completion of the contract, including extension there of or thirty (30) days following the final acceptance of the work.
4. When interest on the investments accrues and is paid, you shall collect the interest and forward it to the Contractor unless otherwise directed by the Contractor.
5. You are not authorized to deliver to the Contractor all or any part of the investments held by you pursuant to this agreement (or any monies derived from the sale of such investments, or the negotiation of the City's warrants) **except** in accordance with the written instructions from the City. Compliance with such instructions shall relieve you of any further liability related thereto.
6. In the event the City orders you, in writing, to reconvert the investments and return all monies, you shall do so within thirty (30) days of receipt of the order.
7. The Contractor agrees to compensate you for your services in accordance with your current published schedule of applicable escrow fees. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any monies placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the investments and monies held hereunder, whereupon you shall be entitled to

reimburse yourself from such monies for the entire amount of your fee.

8. This agreement shall not be binding until signed by both parties and accepted by you.
9. This document contains the entire agreement between you, the Contractor, and the City, with respect to this Escrow, and you are not a party to, nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

CONTRACTOR

Federal Tax I.D. No. _____

By: _____

Title: _____

Address: _____

DATE: _____

CITY OF PORT ANGELES

By: _____

Title: _____

DATE: _____

THE ABOVE ESCROW AGREEMENT RECEIVED AND ACCEPTED on the ____ day of _____ 20__.

BANK

By: _____

Title: _____

Address: _____

DISTRIBUTION:

City Clerk	Contractor
Financial Institution	File Copy

REQUEST FOR INFORMATION (RFI) FORM

PROJECT NAME: _____

PROJECT/CONTRACT NUMBER: _____

ORIGINATOR: _____ Owner Contractor

ITEM: _____

REFERENCE DRAWING OR SPECIFICATION: _____

DESCRIPTION OF CLARIFICATION/REQUEST: _____

DATE REPLY REQUESTED: _____ CRITICAL TO SCHEDULE: YES NO

ORIGINATOR SIGNATURE: _____ DATE: _____

COMMENTS:

RFI Number: _____



City of Port Angeles
 Public Works Department
 321 East 5th Street / Port Angeles, WA 98362

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'S APPLICATION FOR PAYMENT

PROJECT _____ **PROJECT NO.** _____

Page 1 of 2

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 [1+2]	\$
4	Value of Work Completed to Date (per attached breakdown)	\$
5	Material Stored on Site (per attached breakdown and material receipts)	\$
6	Subtotal [4+5]	\$
7	8.4% Sales Tax (at 8.4% of Subtotal), As Applicable	\$
8	Less Amount Retained (at 5% of subtotal)	\$
9	Subtotal [6+7-8]	\$
10	Total Previously Paid	\$
11	AMOUNT DUE THIS REQUEST [9-10]	\$

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

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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: _____

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