



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

Project Title: A Street Substation Electrical Switchgear Upgrades Project Number: CON-2021-45

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: September 1, 2022
- 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 calendar days after notice to proceed and ends (xx days thereafter)

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 in Attachment F, 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 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

The Contractor shall do all work and furnish all tools, materials, and equipment in order to accomplish the project described below.

General Scope: Retrofit electrical substation (Westinghouse) switchgear cells

Make/Model: Replacement breakers shall be ABB OneFit Plus Retrofill

Location: 1616 South "A" Street, Port Angeles, Washington

Site Point of Contact: Bruce Raymond, Substation Technician at 360-417-4746.

Work Hours and Schedule: The Contractor will be allowed to work from 7:00 AM to 5:00 PM, Monday through Friday, excluding weekends and all legal holidays. Work outside of these hours may be requested from and is at the discretion of the Project Manager.

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)

Permits: Contractor shall be responsible for obtaining and paying for any and all permits required for this work.

Work Requirements:

1.0 Drawings:

The following listed drawings in Attachment F are part of this contract:

- A Substation Schematics 1
- A Substation Schematics 2
- Westinghouse Switchgear Original

2.0 Project Description

PART 1 GENERAL:

1.1 SCOPE

- A. The contractor shall provide, install and commission a complete cell retrofit of the existing switch gear.

This shall include but not be limited to the following items: project management, factory engineering, field engineering, supervision, labor, material, tools, rental, test equipment, transportation, disposal of replaced materials and equipment, material handling, shipping, receiving, storage and delivery to the job site of all equipment, tools, parts, materials, rental equipment and any other items necessary to complete the work.

- B. The switchgear shall be retrofitted to accept a replacement breaker and associated apparatus with integrated isolating shutters and interlocking system. The cell and the breaker are interrelated and need to function as a cohesive unit.
- C. The Switchgear shall have:
 - Embedded self-powered racking system in each circuit breaker as well as discrete I/O to facilitate remote racking via SCADA.
 - A supplied pendant remote control for breaker control and racking.
- D. Contractor will be responsible for engineering of any control wiring, connection, interfacing or equipment changes necessary to facilitate completing the work described. Contractor will be responsible for site measurements and survey activities.
- E. As part of commissioning, the contractor shall have a representative on site when the substation is re-energized and placed back in service after the work is completed to ensure the replaced equipment is functioning properly. The contractor will be responsible to perform operational testing and any testing required by the manufacturer to commission the new equipment.
- F. Contractor will be responsible for providing any facilities at the job site that are required or necessary.

1.2 SUBMITTALS FOR REVIEW/APPROVAL

- A. The following information shall be submitted to the City no less than three weeks prior to starting work and subject to approval:
 1. Equipment list.
 2. Cell & breaker wiring diagrams.
 3. Contractor will submit a schedule for the work to be done to complete the job to the City of Port Angeles contact person. This schedule must be approved by the City of Port Angeles.
 4. Contractor will be responsible for producing any drawings, schematics or connection diagrams necessary for the work. The contractor will submit these documents to the City of Port Angeles.

1.3 SUBMITTALS FOR CONSTRUCTION

- A. The following information shall be submitted for record purposes:
 1. As-built drawings and information for items listed in Paragraph 1.2 and shall incorporate all changes made during the manufacturing process.
 2. Cell & breaker wiring diagrams.
 3. Installation information.
 4. Breaker and trip unit operations manuals.

1.4 QUALIFICATIONS

- A. The contractor shall be experienced in a combination of performing replacement breaker conversions and/or the manufacture of medium voltage power circuit breakers and switchgear.
- B. Contractor shall supply evidence of ANSI certification including interrupting tests of the cell, circuit breaker element, and the completed assembly prior to delivery.
- C. Contractor shall have local switchgear service engineers within a 250-mile radius of the job site. The

contractor shall have a minimum of 10 years' experience in maintenance of medium voltage switchgear and 10 years of UL replacement & ANSI retrofit experience. Contractor shall provide address and telephone number of the service office nearest to the job site in the bid proposal.

- D. Contractor is required to verify nameplate data, control wiring requirements and cell-to-breaker interface.

1.5 CUBICAL MODIFICATIONS

- A. The replacement cell & breaker combination shall be new and rated as per this specification.
- B. New hinged rear access panels on the bus and exit cable sections shall be provided and installed. The new rear panels shall be fitted with infrared windows for thermal scanning the bus and connections. The new rear panels shall be Sky Grey in color. The IR windows shall have covers when not in use.
- C. Stab connections shall meet the resistance specifications of NETA
- D. Modifications to exit cables shall not be permitted, including length or location. Modifications to exit cable raceways shall not be permitted.

1.6 EQUIPMENT LIST

- A. The following switchgear units are to be provided, as shown on one-line drawings:

One incoming main circuit breaker, 15 kV, continuous rating 1200 A rms.

Three feeder circuit breakers, 15 kV, continuous rating 1200 A rms

Breaker electrical characteristics:

Rated Voltage Factor (k) 1

Power Frequency Withstand 36 kV rms.

Impulse Withstand Rating (BIL) 95 kV peak or higher

Interrupting Capability 25 kA

Interrupting Time 3 cycles

2-second Short Time Current Carrying Capability 25 kA rms

Closing and Latching Capability 67 kA peak

Control Voltage 48vdc

Close Coil 48vdc

Trip Coil 48vdc

Spring Charge Motor 48vdc

Rack-in/Rack-out Motor 48Vdc

Rated Continuous Current 1200A rms

- B. No components or subassemblies from the existing, vintage circuit breakers shall be used on the new replacement cell or breaker. All parts and subassemblies of the new replacement cell & breaker shall be new.
- C. The new breakers must be of current design and be plug-in compatible with the existing control circuitry and cubicle bus work, including cell secondary contacts.
- D. The new circuit breaker element must meet/exceed and be tested per all applicable standards.
- E. The replacement breaker shall incorporate a manual system to completely discharge all stored energy before the circuit breaker is fully withdrawn from the switchgear housing. The system shall never automatically discharge the stored energy while in the connected position.
- F. Locking means shall be provided to lock the circuit breaker while in the fully disconnected position. The lock shall prevent the insertion of the breaker.
- G. Control wiring connections, when specified by the City of Port Angeles, between stationary structure and the removable breaker shall be provided. These secondary contacts shall be new as well as the stationary contact blocks within the breaker cubical. Modifications to the existing control wiring will not be acceptable with the exception of wiring for the breaker and integrated racking device and/or additional features proposed by the contractor.
- H. Furnish any accessories necessary for test, inspection, maintenance, and operation, including portable lifting device for manually lifting the breaker on or off the rails, breaker lifting yoke used for attachment to breaker for lifting breaker if applicable, test jumper for electrically operating the breaker while out of

its compartment.

PART 2 PRODUCTS/SERVICES:

2.1 MANUFACTURING FACILITIES

- A. The Manufacturer's facility shall be dedicated to medium voltage switchgear assembly manufacturing as well as the conversion and replacement breaker manufacturing.

2.2 QUALITY ASSURANCE

- A. The contractor shall have in place a functional Total Quality Management plan or equivalent process. The plan shall be pursuant to ISO 9001 compliance.

2.3 TECHNICAL SPECIFICATION

- A. Comply with ANSI production and design test requirements as stated in IEEE/ANSI C37.59-latest edition.

2.4 SCHEDULE

- A. Provide the following schedules with the bid proposal:
 1. Drawings for approval (include review time)
 2. Final factory drawings
 3. Equipment delivery
 4. Installation, commissioning and final test reports

- B. The bid shall include approval drawing preparation time and best delivery of the replacement breakers.

2.5 CERTIFICATION TESTING

- A. All new replacement breaker designs shall have undergone ANSI testing in an approved high-power laboratory.
- B. Field acceptance testing shall be performed on all new replacement breakers. The field acceptance test reports shall be a part of final submittal.

PART 3 EXECUTION:

3.1 FIELD QUALITY CONTROL

- A. The contractor shall utilize its factory trained and certified field engineer to perform the installation of each breaker at the customer's site. The field engineer shall be familiar with the replacement breakers to the point that he/she can offer initial training to the owner's on-site operators and maintenance personnel.
- B. The City of Port Angeles maintenance personnel will provide a de-energized substation during the time frame agreed upon to accommodate the requirements of the Vendor/Contractor to perform the removal, and reinstallation of the breakers and associated hardware.

3.2 AFTER WORK HAS BEEN COMPLETED

- A. The contractor shall provide the City of Port Angeles with final as-built drawings in .dwg format.

END OF SCOPE OF WORK

**INSURANCE REQUIREMENTS FOR
CONSTRUCTION AND SERVICE CONTRACTS**

Insurance Term

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

No Limitation

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

Minimum Scope of Insurance

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

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

Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor,

irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provision

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors' Insurance

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

Notice of Cancellation

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

Failure to Maintain Insurance

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

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 **A Street Substation Switchgear Upgrades**, Project No. CON-2021-45 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:

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: _____



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:	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 - Line 12]	\$

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



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: _____

]

The following listed drawings are part of this contract:

- A Substation Schematics 1
- A Substation Schematics 2
- Westinghouse Switchgear Original