



## **SMALL PUBLIC WORKS REQUEST FOR QUOTATIONS**

Date: March 3, 2021

Note: Quotes must be received by 2:00 p.m., Pacific Time  
March 11, 2021, to be considered

Contractor: \_\_\_\_\_

Re: HOLGERSON WELL STANDBY GENERATOR  
QUOTATION NUMBER 211002  
ENGINEER'S ESTIMATE IS \$127,734.00

Ladies and Gentlemen:

PUD No. 1 of Clallam County (the "District") extends this Request for Quotations ("RFQ") for all work required for Holgerson Well Stand-by Generator (the "Project"). The general scope of the work to be accomplished is as shown in this RFQ and **Exhibits A through F**, attached hereto and incorporated herein. Contractors who submit quotes for this Project must be registered on the Municipal Research and Services Center ("MRSC") Small Works Roster as of the date of this RFQ and must have selected Clallam County PUD No. 1 as an awarding agency.

### **GENERAL SCOPE OF WORK**

The work for this project consists of the purchase, installation, and startup of a generator system for backup power to the District's Holgerson Well facility in Sequim, Washington.

Contractor provided hardware and tasks include the following:

1. A 70KW, outdoor, LP fueled Generator set
2. A Service Entrance rated Transfer Switch
3. Underground conduit and wire to connect the Generator to the Transfer Switch
4. Re-routing of the incoming utility service at the building to the Transfer Switch.
5. Conduit and wire to connect the load side of the Transfer Switch to building
6. A 500 gallon, above grade LP tank
7. Fuel piping, valves and appurtenances between the fuel tank and generator, including a portion below grade.
8. Grounding hardware for Generator, Fuel tank and building service
9. Reinforced concrete equipment pads for the Generator and Fuel Tank.
10. All trenching, compaction, backfill, and surface repair for installation of underground pipe and conduit.

11. Circuit breaker, conduit and wire for 120/240V feed to genset accessory panel
12. Restoration of all gravel and paved private or County road surfaces per Clallam County Roads Dept. requirements and PUD specifications.

Any comments or requests for information regarding the scope of work, specifications or RFQ should be submitted in writing to the project manager via email at [bkendrick@clallampud.net](mailto:bkendrick@clallampud.net). Any modification to the RFQ or project specifications resultant from contractor input will be resubmitted to all parties as an addendum to the RFQ.

### **AVAILABILITY OF CONTRACT DOCUMENTS**

Bid documents are on file and available for viewing by request. You may contact the project manager Bowen Kendrick 360-565-3459 or by e-mail at [bkendrick@clallampud.net](mailto:bkendrick@clallampud.net). The District's offices remain closed at this time due to COVID-19. You may also contact the Contracts Coordinator at 360-565-3243 or by e-mail [contracts@clallampud.net](mailto:contracts@clallampud.net) to assist with providing documents.

### **SUBMISSION OF PROPOSAL**

Due to office closures, quotations can be sent through regular mail to Clallam County PUD No. 1 Attention: Contracts Coordinator, P.O. Box 1000, Carlsborg, Washington 98324; or express delivery service (e.g. FedEx, UPS) to Clallam County PUD No. 1, Attention: Contracts Coordinator, 104 Hooker Road, Sequim, WA 98382. The name and address of the contractor and the quotation number must appear on the envelope in which the proposal is submitted. Proposals must be filled out in ink or typewritten. No alterations or interlineations to the contractor's proposal will be permitted, unless made before submission and initialed and dated.

### **EXAMINATION OF SITE AND CONDITIONS**

Prior to the submission of the contractor's quote, the contractor shall make and shall be deemed to have made a careful examination of the Project site(s) and of all contract documents on file with the District, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of the soil and terrain to be encountered, the kind of facilities required before and during the course of the Project, general local conditions, and all other matters that may affect the cost and the time of completion of the Project.

### **LOCATION**

The Project site is 70 Coyote Meadow Ln., Sequim, WA 98382. A parcel map is provided in Exhibit E.

### **HOURS OF WORK**

Normal working hours are from 7:30 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the District. The lunch period shall be observed from 12:00 Noon to 12:30 p.m. unless unusual circumstances prevail.

Upon request, the District will generally authorize the Contractor's crew to work ten hours per day four days per week. In that case, hours of work would be from 7:00 a.m. until 5:30 p.m., Monday through Thursday or Tuesday through Friday. Under such an arrangement, work outside of normal working hours may be restricted to activities that do not require the immediate presence or availability of District Inspector or staff.

The District or the Contractor may terminate this four-day workweek schedule and revert to a five-day workweek at any time with one week prior notice to the other.

The Contractor shall comply with all provisions of WAC 296-127-022, "Overtime According to RCW

49.28.065."

## **HOLIDAYS**

The Contractor shall observe holidays that correspond with District holidays on the same day as observed by the District. The Contractor shall conform to normal working hours and a five day work week for any week the District observes a holiday.

## **BID SECURITY**

Each proposal shall be accompanied by a certified check or cashier's check payable to the order of the District for a sum not less than Five Percent (5%) of the amount of the total quoted cost, or accompanied by a bid bond in an amount not less than Five Percent (5%) of the total quoted cost with a corporate surety licensed to do business in the State of Washington, conditioned that the District will be paid, as liquidated damages, the total amount specified in the bond unless the contractor enters into a contract in accordance with the quote and furnishes a performance and payment bond(s) for not less than One Hundred Percent (100%) of the contract price within ten (10) days of being notified as being the successful bidder, as required by RCW 54.04.080.

If a proposal is not accepted, the certified check, cashier's check, or bid bond will be returned within 90 days to the bidder furnishing the same, except that of the successful bidder shall be retained until a contract is entered into and a performance and payment bond(s) furnished as mentioned above.

If the contractor whose quote is accepted fails to enter into a contract and furnish the performance and payment bond(s) within ten (10) days of the date of being notified as being the successful bidder, the check or bid bond and the amount thereof shall be forfeited to the District. No contractor shall be permitted to withdraw a quote within a period of 30 days after the actual date on which the quotes were opened.

## **PREVAILING WAGES**

The Contractor will be required to pay prevailing wages on this Project and comply with the most recent applicable prevailing wage rate(s) of the State of Washington Department of Labor and Industries (**Exhibit A**). Please note that those rates included for occupations listed in **Exhibit A** are as furnished by the State of Washington, but it shall be the Contractor's responsibility to verify current rates. This information may not be all-inclusive; any other occupation used on the Project but not listed in this information must comply with the most recent applicable prevailing wage rate.

A State-approved "Statement of Intent to Pay Prevailing Wages" must be filed with the State of Washington before payment can be made of any sums due on this contract. Upon completion of the contract, an "Affidavit of Wages Paid" must be filed with the State of Washington.

## **INSURANCE**

The Contractor shall, at its own expense, carry in an insurance company or companies and under policies of insurance acceptable to and approved by the District, the following insurance with limits not less than shown on the respective items:

a. Worker's Compensation

To the limit required by the laws of the State of Washington.

b. Comprehensive General Liability and Property Damage Insurance

This insurance shall include coverage for Contractor's Contingency Liability Insurance covering

Subcontractor's Liability, Contractual Liability Insurance, Completed Operations Liability Insurance, and Automobile Liability Insurance covering owned, non-owned, and hired units.

**Minimum Coverage Limits:**

Bodily Injury	\$1,000,000 each person
Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Umbrella Coverage	\$2,000,000

- c. All policies of insurance providing coverages required under paragraph "b" above shall name Public Utility District No. 1 of Clallam County as additional named insured with a cross liability clause and provide that no cancellation or material changes in the policies shall become effective unless thirty (30) days prior written notice of such cancellation or change is furnished to the District by registered mail.

Prior to commencement of any work hereunder, the Contractor shall provide the District with evidence of Worker's Compensation Insurance and with a Certificate of Insurance showing the District named as additional insured.

**EMPLOYER'S IDENTIFICATION NUMBER**

The contractor must furnish with the quotation the firm's Federal Employer Identification Number.

**SALES TAXES**

Any county, city, or metropolitan municipal sales taxes that may be applicable to this transaction will be considered in evaluation of the quotes. In the event that a county, city, or metropolitan municipal sales tax is applicable to the proposed work, the Project will be awarded to the responsible contractor with the lowest quote, on the basis of the relative amount of the quoted cost plus the amount of county, city, or metropolitan municipal sales and use tax.

**SAFETY REQUIREMENTS**

The Contractor is required to comply with all applicable federal, state, county, and/or city requirements pertaining to this type of work as well as the District's Contractor Safety Plan attached hereto as **Exhibit B**.

The Contractor's Safety Contact Person is listed below, along with that person's telephone number(s). The Contractor shall notify the District in the event that the Safety Contact Person changes.

Name	Telephone Number

The Contractor is required to adhere to the Washington State COVID-19 Health and Safety requirements in effect at the time of the work. (See **Exhibit C**). The latest State Guidance can be found at the following links:

<https://www.governor.wa.gov/issues/issues/covid-19-resources/covid-19-reopening-guidance-businesses-and-workers>

<https://www.governor.wa.gov/sites/default/files/COVID19%20Construction%20Guidance.pdf>

## **COMPLIANCE WITH STATUTES AND REGULATIONS**

The Contractor, and all workers and equipment engaged in work on the Project, shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work, including, without limitation, the rules and regulations set forth by the Washington Industrial Safety and Health Act of 1973, the Williams-Steiger Occupational Safety and Health Act of 1970, and 29 CFR 1910.269 (concerning the operation and maintenance of electric power generation, control, transformation, transmission and distribution lines and equipment).

## **WARRANTY**

The Contractor shall warrant to the District for a period of one (1) year after the District's acceptance of the Project as complete, that all work and materials supplied by the Contractor or any subcontractor are free of defects and conform in every respect to the contract specifications. Any workmanship or materials found to be defective within the warranty period shall be remedied or replaced, as the case may be, by and at the expense of the Contractor; PROVIDED, however, that the District may, in its sole discretion, remedy such defective workmanship or material, in which case the Contractor shall pay to the District the reasonable costs incurred by the District.

## **DISPUTES**

All questions or disputes as to the true meaning of the specifications shall be decided by the District. It is understood that such decisions do not relieve the Contractor as being engaged in an independent business and that it will perform the work under this quotation as an independent contractor and not as the agent, employee, or servant of the District; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in the work; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county, and municipal taxes and contributions pertaining thereto, including but not limited to payments for workers' compensation benefits; and that it will be responsible for its own acts and those of its subordinates, employees, and subcontractors during the term of this quotation.

## **CLAIMS AND LIENS**

The Contractor shall promptly pay all claims for labor done for the performance of the Project work and shall keep all said work free from all liens arising from labor done thereto. The District's Auditing Officer may require the Contractor to furnish payroll records for the District's inspection.

## **QUOTATION IRREGULARITIES OR ERRORS**

The District reserves the right to waive non-material irregularities or minor errors in any quotation.

## **REJECTION OF QUOTATION**

The District reserves the right to reject all quotations and re-issue the RFQ.

## **AWARD OF PROJECT AND TIMEFRAME**

The District shall prepare and execute a contract with the lowest responsible contractor. **The total project timeframe, from notice to proceed until significant completion, shall not exceed six weeks plus packaged generator assembly lead time. The project will be considered significantly complete upon satisfactory completion of On-site Startup and Acceptance Testing.**

It is the District's expectation that lead time for the packaged generator assembly specified in Exhibit D Section 26 32 00 is approximately 12 weeks.

If the equipment lead time is more than 12 weeks, the awarded contractor is required to notify the District of the specific Excusable Delay that caused the longer lead time and the expected completion date with documented communication from their generator Supplier. The Contractor will provide such notification in a timely manner.

Excusable Delay means unforeseeable delay beyond the Contractor’s or Owner’s control and not resulting from the Contractor’s fault or negligence. Excusable Delay includes pandemic, labor disputes, fire, Unusual Weather, unavoidable casualties and unusual delays in transportation. The Contractor may request for an extension of Contract Time due to an Excusable Delay if it can show that the Excusable Delay is the sole and unavoidable cause increasing the time actually needed to complete the Work. The Contractor shall not be entitled to an increase in Contract Price due to an Excusable Delay.

**RETAINAGE**

In accordance with the Revised Code of Washington, Chapter 60.28, public improvement contracts shall provide, and public bodies shall reserve, a contract retainage not to exceed five percent of the moneys earned by the Contractor as a trust fund for the protection and payment of: (a) the claims of any person arising under this quotation, and (b) the State with respect to taxes imposed pursuant to Title 82 RCW which may be due from such Contractor.

**CONTRACTOR**

This Project shall be performed by one general contractor. A contractor submitting a quotation may not provide a quote for only a portion of the Project, but may use necessary subcontractors to complete the work. All subcontractors must be listed in the quotation.

**CONTRACTOR INFORMATION**

State of Washington Contractor’s License Number:	
Expiration Date:	
State of Washington UBI Number (Unified Business Identifier):	
Employer’s Identification Number (the number used by companies when filing their Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941):	
Business Form (eg, sole proprietor, partnership, LLC, corporation):	

**SUBCONTRACTORS**

Any subcontractors not listed shall not be allowed to perform work on this project without written approval of the District. **Any subcontractor not listed will not be allowed on the construction site.**

Name	Address	Type of Work

**MANDATORY BIDDER RESPONSIBILITY CRITERIA**

It is the District’s intent to award a contract to the responsible contractor with the lowest quote. Pursuant to RCW 39.04.350(1), in order to be deemed responsible, the contractor must satisfy the following criteria at the time the quote is submitted:

1. Have, at the time of quote submittal, a certificate of registration in compliance with chapter 18.27 RCW;
2. Have a current Washington State unified business identifier (“UBI”) number;
3. If applicable, have industrial insurance coverage for the contractor’s employees working in Washington as required in Title 51 RCW; an Employment Security Department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
5. Within the three-year period immediately preceding the date of the RFQ, not have been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48, or 49.52 RCW.

The District may require a contractor to submit documentation demonstrating compliance with the criteria.

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA**

**Submit generator make, model, data and specification sheets as attachments to the quotation. Submit supplier’s documentation of packaged generator assembly lead time as an attachment to the quotation.**

L & I permitting for electrical work is the responsibility of the Contractor. Clallam County Dept. of Community Development Commercial Building Permit and associated fees will be the responsibility of the District.

**PROJECT QUOTATION**

Total price for furnishing all labor, equipment, and materials as described in the quotation documents for this Project:

<b>SUBTOTAL (DO NOT INCLUDE WSST)</b>	<b>\$ _____</b>
<b>WSST (8.5%)</b>	<b>\$ _____</b>
<b>TOTAL QUOTE</b>	<b>\$ _____</b>

**Alternate Price Quotation**

Add alternate #1: Optional Automatic Transfer Switch (26 32 00 2.10B)

<b>SUBTOTAL (DO NOT INCLUDE WSST)</b>	<b>\$ _____</b>
<b>WSST (8.5%)</b>	<b>\$ _____</b>

Add alternate #2: Additional Sound Attenuation (26 32 00 2.11B)

**SUBTOTAL** \$ \_\_\_\_\_  
**(DO NOT INCLUDE WSST)**

**WSST (8.5%)** \$ \_\_\_\_\_

**Bid Bond Included** Yes \_\_\_\_\_

**Generator Specifications Included** Yes \_\_\_\_\_

**Supplier Documentation on Lead Time Included** Yes \_\_\_\_\_

Have you had any fatal accidents on any project during the past three years?

Yes: \_\_\_\_\_

No: \_\_\_\_\_

(Please provide a brief description below)

Proposed Modifications or Additions:

**Submitted by:**

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address:	
Street Address:	
Telephone Number:	
FAX Number:	
E-Mail Address	

Interested contractors should contact Bowen Kendrick at 360.565.3459 or via e-mail at [bkendrick@clallampud.net](mailto:bkendrick@clallampud.net) with questions regarding this quotation.

We greatly appreciate your efforts in submitting a quotation for this work.

Sincerely,

Contracts Coordinator

- Enc:   Sample Contract  
      Exhibit A (Prevailing Wage)  
      Exhibit B (Safety Plan)  
      Exhibit C (COVID-19 Job Site Requirements)  
      Exhibit D (Project Plans and Specifications)  
      Exhibit E (Site Parcel Map)  
      Exhibit F (Engineer's Estimate)