



SMALL PUBLIC WORKS REQUEST FOR QUOTATIONS

Date: May 24, 2019

Note: Quotes must be received by 2:30 p.m., Pacific Daylight Time, June 12, 2019, to be considered.

Contractor: _____

Re: TRENCHING - SR 101 NEAR ELWHA BRIDGE
QUOTATION NUMBER 191003

Ladies and Gentlemen:

PUD No. 1 of Clallam County (the "District") extends this Request for Quotations ("RFQ") for all labor and equipment for flagging, trenching, backfilling, asphalt patching, and striping (the "Project"). Work begins at the intersection of SR 101 and Olympic Hot Springs Road to approximately 1,680 feet North of the intersection along SR 101, and 270 feet South of the intersection along Olympic Hot Springs Road, as depicted on **Exhibit C**, for a total of 1,950 feet. 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.

AVAILABILITY OF CONTRACT DOCUMENTS

Bid documents are on file and available for viewing at the District's main office, 104 Hooker Road, Sequim, Washington (telephone 360.565.3212, Attention Karen Abbott). The Project packet may be viewed and downloaded at no cost from the District's website: <https://www.clallampud.net/contractorsprojects>.

SUBMISSION OF PROPOSAL

Quotations may be hand-delivered to the District at 104 Hooker Road, Sequim, Washington; mailed to P.O. Box 1000, Carlsborg, Washington 98324; or express delivered (e.g. FedEx, UPS) to 100 Hooker Road, Sequim, WA 98382, to Attention: Karen Abbott. 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.

Two pre-bid meetings have been scheduled for this Project. It is mandatory to attend one of these meetings. The meetings will be held at 1:00 p.m., Wednesday, June 5, 2019 and Thursday, June 6, 2019, at the Project site, SR 101 and Olympic Hot Springs Road. **Interested bidders MUST contact Karen Abbott at 360.565.3212 or via e-mail at karena@clallampud.net to advise the District of your attendance.**

LOCATION

The Project site begins at the intersection of SR 101 and Olympic Hot Springs Road to approximately 1,680 feet North of the intersection along SR 101, and 270 feet South of the intersection along Olympic Hot Springs Road, for a total of 1,950 feet.

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.

LIQUIDATED DAMAGES

Time is of the essence of the contract to be awarded for this Project. Construction of the Project shall be completed on or before September 15, 2019. As liquidated damages, and not as a penalty, the District will deduct \$200.00 from the quoted cost for each calendar day after September 15, 2019, that Project completion is delayed.

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

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).

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 Notice of Award is expected to be mailed to the Contractor by June 25, 2019. Work shall commence no later than July 15, 2019, with complete construction and commission by September 15, 2019.

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

The contractor must submit with its quote a completed **Exhibit F** showing the prices per lineal foot for the trench depths as described in **Exhibit F**. The unit prices per lineal foot as stated by the contractor in **Exhibit F** will be used to calculate the actual payment to the contractor for the actual lengths and actual depths achieved during construction.

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PROJECT QUOTATION

Total price for furnishing all labor, equipment, and materials as described in the quotation documents for this Project (RFQ 191003):

SUBTOTAL (DO NOT INCLUDE WSST)	\$ _____
WSST (8.5%)	\$ _____
TOTAL QUOTE	\$ _____

Bid awards will be evaluated by the following anticipated lengths, depth, and duration below:

- Trench Section A: 1050 feet of 48 inch depth
- Trench Section B: 630 feet of 48 inch depth with Native backfill material
- Trench Section C: 270 feet of 48 inch depth

The District will consider an Alternate Price Quotation with alternate work hours for this project.

Alternate Price Quotation

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:

[Signature page follows.]

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 Brad Teel at 360.565.3219 or via e-mail at bradt@clallampud.net with questions regarding this quotation.

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

Sincerely,



Karen Abbott
Contracts Coordinator

- Encl: Sample Contract
Exhibit A (Prevailing Wage)
Exhibit B (Safety Plan)
Exhibit C (Trench Drawing)
Exhibit D (Traffic Control)
Exhibit E (Open Cut Detail)
Exhibit F (Unit lineal prices per foot)