



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

Date: September 24, 2021

Note: Quotes must be received by 2:30 p.m., Pacific Time  
October 14, 2021, to be considered

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

Re: DEMOLITION AND DISPOSAL OF SHED WITH LEAD-CONTAINING COATING AT 441 WEST E STREET, FORKS  
ENGINEER'S ESTIMATE \$85,000  
QUOTATION NUMBER 211006

Ladies and Gentlemen:

PUD No. 1 of Clallam County (the "District") extends this Request for Quotations ("RFQ") for all work required for the complete demolition, removal, and proper disposal of an old 1,000 Sq. Ft., digger shed with a lead-containing coating. The presence of lead-containing coating will require safe work practices around lead and standards which can be found in WAC 296-155-176 and includes but is not limited to, air monitoring, respiratory protection, medical surveillance, lead work plan, warning signs and wash stations. The removal also includes removal of all steel, glass, wood, and electrical, but keeping the existing concrete slab in place. The shed location is at 441 West E Street, Forks (the "Project").

The general scope of the work to be accomplished is as shown in this RFQ and **Exhibits A through Exhibit D**, 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 by request. You may contact the project manager Bill Decker at 360-565-3461 or by e-mail [billd@clallampud.net](mailto:billd@clallampud.net). The District's offices remain closed at this time to limit contact for COVID reasons. You may also contact the Contracts Coordinator at 360-565-3243 or by e-mail at [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 PUD No. 1 of Clallam County, Attention: Contracts Coordinator, P.O. Box 1000, Carlsborg, Washington 98324; or express delivery service (e.g. FedEx, UPS) to 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.

A voluntary pre-bid meeting has been scheduled for this Project. It is not mandatory to attend this meeting. The meeting will be held at 9 a.m., September 30, 2021, at the Project site (described below). **Interested bidders wanting to attend MUST contact Bill Decker at 360-565-3461 or via e-mail at [billd@clallampud.net](mailto:billd@clallampud.net) to advise the District of your attendance.** Mask covering mouth and nose is required on site in the building.

## **LOCATION**

The Project site is 441 West E Street, Forks.

## **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>

**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).

**CONTRACTOR’S PROPRIETARY INFORMATION**

The Contractor acknowledges the District is subject to chapter 42.56 RCW, the Public Disclosure Act, and this Contract shall be a public record as defined in RCW 42.56.040 through 42.56.550. Any specific information submitted to the District and claimed by the Contractor to be confidential or proprietary, must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the District shall maintain the confidentiality of all such information marked or identified as confidential or proprietary. If a request is made to view the Contractor’s proprietary information and the District intends to release the information, the District will notify the Contractor of the request and notify the Contractor of the date that such records will be released to the requester. It will be the responsibility of the Contractor to obtain any necessary court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the District will release the requested information.

## **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. Work shall commence no later than November 15, 2021, and must be complete no later than December 15, 2021.

## **LIQUIDATED DAMAGES**

Time is of the essence of the contract to be awarded for this Project. The Project shall be completed on or before December 15, 2021. As liquidated damages, and not as a penalty, the District will deduct \$200.00 from the quoted cost for each calendar day after December 15, 2021, that Project completion is delayed.

## **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.
6. Have, at the time of quote submittal, received training or have been deemed exempt by the Department of Labor and Industries on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW.

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

**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>WSST (8.5%)</b>	\$ _____
<b>TOTAL QUOTE</b>	\$ _____

The District will consider an alternate bid for an alternative siding material for the building. Please specify whether the alternate bid will be an addition or reduction to the base bid.

**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:

**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 Bill Decker at 360.565.3461 or via e-mail at [billd@clallampud.net](mailto:billd@clallampud.net) with questions regarding this quotation. All questions or requests for clarifications must be received 2 (two) business days prior to bid due date and time. Questions or requests submitted after that time shall not be addressed.

We would 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 Safety)  
 Exhibit D (Lead & Asbestos Survey)