

**SECTION I
NOTICE AND INSTRUCTIONS TO BIDDERS
BID NUMBER 210804**

1. CALL FOR BIDS

Sealed bids will be received by Clallam County PUD No. 1 until 2:00 p.m. Pacific Time, on Tuesday, March 1, 2022. At 2:30 p.m. Pacific Time, a public bid opening will take place in the Boardroom at the District's Main office. Contractors who submit a bid must be prequalified in accordance with Washington State Regulations (RCW 54.04.085) prior to receiving bid proposals.

2. SCOPE OF BID

Transmission pole replacement with distribution and fiber from South Cherry Street, along Lauridsen Boulevard, ending (2) poles east of Race Street, Port Angeles, WA.

REMOVE

- Remove (21) single pole 69KV wood transmission poles, all of which have 3-phase distribution under build and PUD fiber communications.
- Remove approximately 5,835 feet of existing 3-Phase 4/0 ACSR with 4/0 neutral
- Remove (2) 12.5KV hook-stick distribution switches

INSTALL CLALLAM PUD

- Install (21) single pole 115KV transmission fiberglass poles, all will have 3-phase distribution under build and PUD communications fiber.
- Cut-down (1) existing single pole 115KV transmission wood pole and install new distribution arm
- Transfer approximately 5,835 feet of 795AAC transmission conductor. This conductor will be de-energized
- Install approximately 5,835 feet of 556AAC 12.5KV 3-Phase distribution conductor. This conductor can be de-energized with switching
- Install (2) 12.5KV hook-stick 3-phase distribution switches
- Project materials to be supplied by the District

TRANSFER CITY of PORT ANGELES

- Transfer of City of Port Angeles 69KV transmission on (1) pole. This circuit can be de-energized
- Transfer of City of Port Angeles 12.5KV 3-phase distribution on (2) poles. These circuits can be de-energized

A preliminary Project Plan and Schedule shall be submitted with the bid and a final Project Plan and Schedule shall be provided after the contract is awarded and before the beginning of any work. If the schedule moves, the Contractor shall update their Schedule and notify the District of any changes immediately.

In the event that the District requires customer transfer work outside of contractor normal working hours, the District will pay the differential between normal hourly labor rates and overtime hourly labor rates. The District will make arrangements with the customers on a case by case basis. It is intended that these transfers take place immediately before or after the

contractor designated normal working hours. The contractor must **provide a list of regular and overtime rates for all workers that may be involved in these customer transfers.**

3. AVAILABILITY OF CONTRACT DOCUMENTS

The bid packets and contract documents including plans and specifications may be viewed and downloaded at no cost from our website: <https://www.clallampud.net/contractorsprojects/>. If you have further questions please contact the Project Manager, Ben Phillips by telephone (360) 565-3267 or by e-mail bphillips@clallampud.net.

4. CONTRACT

The Project shall be performed by one general contractor, as detailed under Item 2 of this Notice and Instructions to Bidders. The Bidder may not elect to bid on only a portion of the Project, but may use necessary subcontractors to complete the work. All subcontractors must be listed in Section II, Proposal. **Any subcontractor not listed will not be allowed on the construction site. Such change or substitution must be approved in advance by the District with a Change Order PRIOR TO WORK STARTING.**

5. CONTRACTOR PREQUALIFICATION

All bidders must be prequalified electrical contractors in accordance with R.C.W. 54.04.085, prior to submitting a proposal. By submitting a proposal, you are also certifying that your firm is not in a suspended status or on any State or Federal Debarment list.

6. SUBMISSION OF PROPOSAL

Bids may be submitted via **USPS** and sent to Clallam County PUD No. 1, Attn: Contracts Coordinator, P.O. Box 1000, Carlsborg, Washington 98324.

If submitting a sealed bid via **express delivery** (i.e. FedEx, UPS), please deliver the sealed bid to the Clallam County PUD No. 1, Attn: Contracts Coordinator, 100 Hooker Road Sequim, WA 98382. The bid must be in a sealed bid envelope with the name and address of the Bidder, plainly marked "SEALED BID", and bid number on the sealed envelope and then placed inside the delivery envelope to be mailed.

Proposals must be filled out in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, initialed, and dated. Sealed bids will be received by Clallam County PUD No. 1, until 2:00 p.m. Pacific Time on Tuesday, March 1, 2022.

At 2:30 p.m. Pacific Time, March 1, 2022, a public bid opening will take place in the Boardroom at the District's Main office, 104 Hooker Rd., Sequim, WA. If attending the bid opening, please no more than 2 people per party, full mouth and nose mask covering is required, park on East side of the building parking lot, and enter only on the North side of the building, and distancing of at least 6 feet separation will be in place.

7. 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 bid, or accompanied by a Bid Bond in an amount not less than five percent (5%) of the total bid with a Corporate Surety licensed to do business in the State of Washington, conditioned that the Bidder will pay to the District as liquidated damages the total amount specified in the Bond

unless entering into a contract in accordance with the bid and furnishing 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 Section 54.04.080 R.W.C.

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 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 Bidder fails to enter into a contract and furnish the 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 Bidder shall be permitted to withdraw a bid within a period of 45 days after the actual date on which the bids were opened.

8. EXAMINATION OF SITE AND CONDITIONS

Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the site(s) of the Project and of the 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. Bidders will be required to comply with all applicable statutes, regulations, etc., including those pertaining to the licensing of contractors, and the so-called "Kickback Statute" (48 Stat. 948) and regulations issued pursuant thereto.

A voluntary pre-bid conference has been scheduled for bidders interested in reviewing the project and asking questions. The meeting will be at **10:00 a.m., Tuesday, February 15, 2022, at 104 Hooker Road, Sequim, Washington**. Interested bidders must contact Ben Phillips, Project Manager at 360.565.3267 or via e-mail at bphillips@clallampud.net to advise the District of your attendance or if you have questions. Please no more than 2 people per party, full mouth and nose mask covering is required, and distancing of at least 6 feet separation will be in place.

9. EXECUTION OF CONTRACT

The Contract, when executed, shall be deemed to include the entire agreement, or any portion thereof, between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the District or by any other person.

10. PROPOSAL IRREGULARITIES OR ERRORS

The District reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the District that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they may occur prior to the execution of any contract that may be awarded thereon.

11. REJECTION OF PROPOSAL

The District reserves the right to reject any or all Proposals, or any portion of any Proposal.

12. STARTING / COMPLETION DATES

Work shall commence no later than May 2, 2022. Work must be completed on or before July 1, 2022.

13. EMPLOYER'S IDENTIFICATION NUMBER

In carrying out the requirements of Presidential Executive Order 10936, the Bidder must furnish with the Bid, the firm's Employer's Identification Number. This is the number which is used by companies when filing their "Employer's Quarterly Federal Tax Return," U.S. Treasury Department Form 941.

14. SALES TAXES

The cost of any county, city, or metropolitan municipal sales taxes (R.C.W 82.14) that may be applicable to this transaction will be considered by the Board in evaluation of bids. In the event that a county, city, or metropolitan municipal sales tax is applicable to the proposed purchase, the Board will award the contract to the lowest Bidder, on the basis of the relative amount of the stated bid price plus the amount of county, city, or metropolitan municipal sales and use tax imposed pursuant to Chapter 82.14, Revised Code of Washington (1970 1st Ex. Sess., Chapter 94).

15. INSURANCE

The Contractor shall, at his own expense and cost, 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 coverage's required under paragraph "b" above shall name the 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 shall be furnished 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.

16. PAYMENT OF PREVAILING WAGES

The Contractor will be required to pay prevailing wages on this project as indicated in SECTION V, CONTRACT, Article VI and **Exhibit "A"**. Please note that those rates included for Occupations listed in **Exhibit "A"** are as furnished by the State of Washington (January 14, 2022), but it shall be the Contractor's responsibility to verify current rates.

PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY

Date: 1/10/2022

By: 
John Purvis
Assistant General Manager