

**SECTION I
NOTICE AND INSTRUCTIONS TO BIDDERS
BID NUMBER 230801**

1. CALL FOR BIDS

Sealed bids will be received by Clallam County PUD No. 1 until 2:30 p.m. Pacific Time, on Wednesday, May 3, 2023. At 3:00 p.m. Pacific Time, a public bid opening will take place in the Boardroom at the District's Main office. The contract amount is estimated not-to-exceed \$170,000.

2. SCOPE OF BID

Brush and tree trimming services along 69kV and 12.5 kV transmission line areas and other right-of-way areas in Clallam County and as subsequently directed by the District to side trim trees and brush by utilizing a helicopter incorporating a suspended aerial saw system (the "Project").

The crew(s) and equipment to be furnished by the Contractor shall consist of the following:

- Helicopter, aerial saw in accordance with ANSI A300 tree pruning standards, and associated tools, vehicles, and equipment to provide for line clearance aerial tree trimming. The operation is monitored and certified by the Federal Aviation Administration (FAA) Aerial, saw operations must maintain compliance with U.S. Federal Aviation Administration (FAA) regulations, FAR Part 91 and Part 133.
- Traffic control personnel, ground support personnel, equipment, and devices sufficient to provide for worker and public safety at all times during the trimming operation.
- All personnel shall be deemed qualified and shall have been proven proficient in any work which they may be assigned to perform. Crew shall also comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work, including safety standards of the Washington State Department of Labor and Industries for trimming near energized electric 69kV and 12.5 kV transmission lines.
- All personnel, pilot(s) and ground support crew(s) shall be familiar with the terrain with the assigned work zone and generally familiar with the terrain and requirements for flight operations in the State of Washington.
- Contractor will also provide a Project Manager, active Safety Manager, onsite Aviation Technical Specialist, and all necessary onsite personnel to support on-ground work as needed for the project.

All tree trimming shall be done so as to obtain maximum clearance with due regard to current and future tree health and symmetry

Lateral tree growth shall be removed to provide 15 feet horizontal and vertical conductor clearance. When 15 feet horizontal clearance cannot be achieved, laterals will be removed to the main stem or trunk of tree.

Areas, spans, or trees to be trimmed or skipped will be as directed by the Project Manager, Bill Decker at 360-565-3461 or by e-mail billd@clallampud.net.

The Contractor shall, at their own expense, be responsible for obtaining all permits required by governing authorities which affect their work. The Contractor shall maintain and provide all legal

and necessary guards, railings, lights, warning signs, etc. during the execution of the work; the proper protection and convenience of all work personnel and the public; and shall be responsible for keeping the works free from trespassers.

The Contractor shall at all times abide by all existing laws, codes, rules, and regulations as may be required by federal, state, or local agencies as applicable to the work under this Contract, including but not limited to WAC 296-155-305, WAC 468-98-3015, and WAC 468-95-302.

Contractor and workers shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in Revised Code of Washington Chapter 76.04; and Washington Administrative Code (WAC) 332-24

3. CUSTOMER RELATIONS AND CONTACT

The Contractor will be responsible for making every reasonable effort to contact customers to discuss or explain what work must be accomplished on the customer's property

The Contractor agrees that the personnel and equipment shall at all times present a neat appearance. All work shall be done and all contacts with customers handled with due regard for the District's public relations. The Contractor agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention. All complaints shall be reported within 24 hours to the District's Project Manager, Bill Decker at 360-565-3461.

4. AVAILABILITY OF CONTRACT DOCUMENTS

The bid packets and contract documents including maps and shape files may be viewed and downloaded at no cost from our website: <https://www.clallampud.net/contractorsprojects/>. If you have further questions or need assistance with the files please contact the Project Manager, Bill Decker by telephone (360) 565-3461 or by e-mail billd@clallampud.net. Gregory Thompson can also assist with the shape files and online map and can be reached by telephone (360) 565-3463 or email gthompson@clallampud.net.

5. CONTRACT

The Project, as detailed under Item 2 of this Notice and Instructions to Bidders, shall be performed by one general contractor. 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 until an official change order has been agreed and executed between both parties.

6. 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.

7. SUPPLEMENTAL BIDDER'S RESPONSIBILITY

In addition to the Mandatory Bidder Responsibility Criteria, the lowest Bidders must also meet and demonstrate the following relevant supplemental bidder responsibility criteria applicable to the project:

- Experienced in aerial saw operation projects
- Aircraft to be furnished under this contract shall be insured, operated, and maintained by the Contractor. Aircraft shall be registered with the Washington State Department of Transportation (WSDOT).
- A FAA certified or endorsed and qualified pilot to perform external load operations
- Demonstrate a record of safe practices and procedures

The District will notify the lowest bidder, no later by May 4, 2023, 3:00 p.m., Pacific Time, to demonstrate and show as evidence the criteria listed above, by providing the following to the District no later than May 10, 2023, 2:30 p.m.:

- A Resume of the company and reference the last 4 aerial saw projects detailing dates performed, description of work, and a point of contact which includes telephone number and e-mail address from the customer for who the work was performed
- Supply a letter of certification of the aircraft(s) registration with the WSDOT
- Demonstrate Pilot(s) have FAA certification or endorsement by providing Last Name(s) and Certificate Number(s) to perform external load operations.
- Demonstrate specific safety and operation procedures approved by the FAA Part 91 (General Operating and Flight Rules and Part 133 (Rotorcraft External Load Operations) have been developed
- Provide OSHA 300 log for the previous three (3) year period. List all OSHA citations received including:
 - Violation type
 - Date

- Outcome and brief description of citation
- Any fatal accidents

Bidders with concern about relevancy or restrictiveness of the required Supplemental Bidder Responsibility Criteria may make or submit requests in writing to the District to modify the criteria. Such requests shall describe the exact nature of the concerns and proposes specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. Bidders shall submit in writing, such requests to the District no later than 7 business days prior to the bid submittal deadline and address the request to Project Manager, Bill Decker at billd@clallampud.net.

If the District determines the apparent low bidder does not meet the Supplemental Bidder's Responsibility criteria above, the District shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the District's written determination by presenting additional information to the District. The District will consider additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the District will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

8. **SUBMISSION OF PROPOSAL**

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 delivered. 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 2:30 p.m. Pacific Time on Wednesday, May 3, 2023. At 3:00 p.m. Pacific Time, May 3, 2023, a public bid opening will take place in the Boardroom at the District's Main office, 104 Hooker Rd., Sequim, WA.

Sealed bids can be hand delivered to the main office at 104 Hooker Road, Sequim, WA 98382.

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.

9. **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.

10. 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.

Between April 11 to April 26, 2023, the project manager will be available to provide a physical inspection of areas to be trimmed. Please contact Bill Decker, Project Manager, at 360-565-3461, or by email at billd@clallampud.net to request a physical inspection of areas to be trimmed or any project questions.

11. 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.

12. 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.

13. REJECTION OF PROPOSAL

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

14. STARTING / COMPLETION DATES

Work shall commence on or after July 10, 2023. Work must be completed on or before August 31, 2023.

15. HOURS OF WORK

Normal working hours are from 6:30 a.m. to 5:00 p.m., Monday through Thursday, unless otherwise authorized by the District. The lunch period shall be observed from 11:30 a.m. to 12:00 p.m. unless unusual circumstances prevail. 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.

16. 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.

17. 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).

18. 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.

SUPPLEMENTAL INSURANCE

In addition to the insurance requirements specified above, Contractor shall carry Aircraft Liability Insurance per occurrence for

Bodily Injury \$1,000,000 each occurrence
Property Damage \$1,000,000 each occurrence

Including loss of damage arising out of the operations onto property other than the property to which the services are performed. All aircraft used on the contract must be listed under the coverage certificate. This provision for Aircraft Liability shall be included with the insurance provisions request above.

19. PAYMENT OF PREVAILING WAGES

The Contractor will be required to pay prevailing wages on this project as indicated in SECTION III, 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 (March 3, 2023), but it shall be the Contractor's responsibility to verify current rates.

PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY

Date: _____

By: _____
John Purvis
General Superintendent