

**SECTION I**  
**BID NUMBER 230804**  
**NOTICE AND INSTRUCTIONS TO BIDDERS**

**1. CALL FOR BIDS**

Sealed bids will be received by Clallam County PUD No. 1 until 2:30 p.m. Pacific Time, March 13, 2024. At 3:00 p.m. Pacific Time, a public bid opening will take place at 104 Hooker Rd, Sequim, WA 98382 in the Lake Crescent Boardroom. 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 WORK**

Liberty Station is a new 115KV switching station, located at 1248 East Lauridsen Boulevard, Port Angeles WA (the "Project"). Liberty Station will accept a single 115KV Transmission feeder from BPA Port Angeles and split it into two (2) Clallam PUD 115KV Transmission feeders, Port Angeles East & West feeders. The scope of work consists of the following:

**Civil Work**

Grubbing, grading, build-up to grade, installation of substation rock, construction of road entrances, and all concrete foundation installations. This includes:

1. Site preparation (grubbing, grading, drainage, substation rock installation & compaction) per Drawing C3-1.
2. Installation of ditches, construction fencing, bioswale, check dam's and other details per drawing C3-1.
3. Installation of stormwater retention pond per Drawing C3-1.
4. South road construction entrance improvements per Drawing C3-1.
5. Installation of new sidewalk driveway entrance on Lauridsen Blvd. and a new north road entrance (including stormwater culvert) from Lauridsen Blvd. into Liberty Station per Drawing C3-1.
6. Improvement of existing vehicle south access from Park St. up to Liberty Station per drawing C3-1.
7. Installation of two (2) 2-piece A-Frame concrete foundations per Drawing E4-1.
8. Installation of two (2) 2-piece high side v-switch concrete foundations per Drawing E4-2.
9. Installation of two (2) CMU concrete foundations per Drawing E4-3
10. Installation of twelve (12) 115KV insulator concrete foundations per Drawing E4-4.
11. Installation of two (2) 2-piece circuit switcher concrete foundations per Drawing E4-5.
12. Installation of one (1) control house concrete foundation per Drawing E4-6.
13. Installation of electrical conduit in the control house foundation per Drawing E4-6.
14. Contractor will supply all materials for construction of the concrete foundations including – but not limited to – forms, rebar, ties and concrete.
15. All mounting bolts in concrete foundations must meet dimensional layout specifications as shown on Drawing E5-1
16. Installation and compaction of new substation rock per Drawing C3-1.  
**NOTE:** Substation rock cannot be installed until AFTER Liberty Station Electrical conduit & ground wire work is complete.
17. Clallam PUD will supply all foundation anchor bolts.
18. All equipment & material supplied by the PUD is listed on Drawing E3-1 and EXHIBIT EU – Liberty Station Pick List, all other material is supplied by the contractor.

19. Contractor must adhere to all requirements listed in the Building Permit, Public Works permit and Revised SWPP which are all included in EXHIBIT G – City of Port Angeles Construction Permit, including adherence to BMP's listed therein. This includes scheduling and sign off of all inspections required in those documents.
20. Contractor must obtain a City of Port Angeles Right of Way Construction permit for the new sidewalk driveway entrance on Lauridsen Blvd.
21. Contractor to supply all surveying required. Clallam PUD will supply AutoCAD drawing to surveyor marking the center of all foundation anchor bolts and site control points.
22. Clallam PUD Crews will install the chain link fence.

### **Pre-qualified Electrical Work**

The pre-qualified electrical scope of work consists of installation of conduit, ground grid, steel supporting beams, electrical equipment 795AAC transmission conductors and fiber optic communications cable. The District shall provide materials and electrical equipment, as detailed in the specifications and drawings. All other material, as detailed in the specifications and drawings, shall be the responsibility of the successful bidder. The electrical scope of work includes:

1. Install conduit **ONLY** (PUD will pull wire) per DWG #E6-1 **EXCEPT** for Conduit's 5A and 5B (Primary and secondary service to control house AC panel) contractor will install & terminate wire and Transformer (see #18,19 & 20 below).
2. Install fiber optic cables per DWG #E6-1 and EXHIBIT-ES–Riser Installation. PUD will terminate all fiber connections.
3. Install ground grid per DWG #E5-3-1, E5-3-2 and E5-3-3.
  - Clallam PUD crews will install ground connections to the fence
  - Contractor to leave 4' (above ground) pigtail at each fence post grounding location per drawing #E6-1
4. Install twelve (12) 115KV insulator steel supports per DWG #E2-1, E3-1 and S1-10
5. Install two (2) High side V-Switch A-frame steel per DWG #E2-1, E3-1, S1-10
6. Install six (6) CMU steel supports per DWG #E2-1, S1-10.
7. Install one (1) A-Frame East steel and make modifications to support legs per DWG #E2-1, E3-1, S1-10.
8. Install one (1) A-Frame West per DWG #E2-1, E3-1, and S1-10.
9. Install one (1) BPA Tie Beam steel per DWG #E2-1, E3-1 and S1-10.
10. Install twelve (12) 115KV insulators per DWG #E2-1, E3-1 and S1-10.
11. Remove two (2) High Side V-Switches and operating assemblies from steel beams they are presently attached to (located at the District's Central Warehouse Facility, CWF (see #31 below for address). See EXHIBIT-EP – Photos of Existing Equipment.
12. Install two (2) High Side 115KV V-Switches per DWG #E2-1, E3-1, and E2-6, S1-10 and EXHIBIT-EA, Royal V-Switch installation instructions.
13. Install six (6) CMUs (combined metering unit) per DWG #E2-1, E3-1, E2-4, E2-5 and S1-10.
14. Install two (2) 115KV circuit switchers per DWG #E2-1, E3-1, E2-2 and E2-3, S1-10 and EXHIBIT-EB - S&C Series 2000 Installation & Operation.
15. Install two (2) 115KV V-Switches on A-Frames East and West per DWG #E2-1, E3-1, E2-7, E2-8, S1-10 and EXHIBIT-EA - Royal V-Switch installation instructions.
16. Install three (3) 115KV lightning arrestors on the BPA Tie Beam and connect to ground per DWG S1-10 and E5-3 and E5-3.

17. Install one (1) Control House on control house pad (Transport to Liberty station, from CWF, see #31 below for address, lift and set on pad, silicone seal bottom edges to concrete). Install anchor bolts to secure control house to foundation.
18. Install one (1) 25KVA padmount transformer per drawing E6-1.
19. Install a single-phase primary tap, riser and 4/0UG primary feed from pole #3006-113164 to 25KVA padmount transformer near Electrical Control House, per EXHIBIT-ES – Primary to Underground Riser Installation and EXHIBIT-ER – General Installation Specs Drawings.
20. Install 1/0 UG secondary service from 25KVA padmount transformer to Electrical Control House AC Panel and terminate.
21. Remove 795AAC Conductor from pole #3006-113169 and transfer to BPA Tie Beam with compression dead-ends, per EXHIBIT-EO – Transmission Reconductor.
22. Install approximately ~30ft of 3-Ph 795AAC Conductor with compression dead-ends & insulators between CS-1480 and switch 1481 on A-Frame East per DWG #E2-1 and EXHIBIT EO – Transmission Reconductor.
23. Install approximately ~30ft of 3-Ph 795AAC Conductor with compression dead-ends & insulators between CS-1490 and switch 1491 on A-Frame West per DWG #E2-1 and EXHIBIT EO – Transmission Reconductor.
24. Install approximately ~50ft of 3-Ph 795AAC conductor with compression dead-ends & insulators between switch 1481 on A-Frame East and pole #3006-113169 per EXHIBIT-EO – Transmission Reconductor.
25. Install approximately ~50ft of 3-Ph 795AAC conductor with compression dead-ends & insulators between switch 1491 on A-Frame West and pole #3006-113164 per EXHIBIT-EO – Transmission Reconductor.
26. Install transmission jumpers to both sides of V-Switches 1481 and 1491, and to both sides (East and West) of pole #3006-113164 and #3006-113169 per EXHIBIT-EO – Transmission Reconductor.
27. Install two (2) LED Yard Lights per DWG #E6-1 and EXHIBIT-EO – Transmission Reconductor.
28. Remove armor rod, install suspension insulator clamps and adjust 795AAC Transmission jumpers as needed due to new wire length on H-structure #3006-143862/3006-143863 and install 795AAC compression dead-ends, see EXHIBIT-EO – Transmission Reconductor.
29. Remove 70ft Fiberglass Double deadend pole & down guys between H-Structure and pole 3006-113169, see EXHIBIT-EO – Transmission Reconductor and EXHIBIT ET – Remove Pole. Deliver this pole to the Clallam PUD Port Angeles Operations Center, 1936 W. 18<sup>th</sup> St.
30. Remove ~220ft #4 steel OPGW between H-Structure 3006-143862 and Pole # 3006-113169, see EXHIBIT EO – Transmission Reconductor.
31. Transport all materials, equipment and steel structures from PUD Central Warehouse Facility (CWF) located at 100 Hooker Road, Sequim WA 98392 to job site.
32. PUD will supply material as listed in drawing E3-1 – Equipment List.
33. All steel mounting beams include nuts and bolts for structure and equipment mounting, as listed in Drawing E3-1 – Equipment List.
34. Any material not supplied by the District must be supplied by the contractor.

### **Work Near Energized Circuits**

Site grubbing, grading, and build-up will be performed underneath an energized 115KV Transmission line. Concrete pouring and electrical construction may require de-energization of this 115KV Transmission line. The District will have to schedule this outage with Bonneville

Power Administration (BPA) and it requires a least 2 weeks notification from the contractor in order to schedule the outage.

Material and electrical equipment shall be provided by the District, as detailed in the specifications and drawings. All other material, as detailed in the specifications and drawings, shall be the responsibility of the successful bidder. The Contractor shall, at its expense, be responsible for obtaining the right of way construction permit from the City of Port Angeles for building the new sidewalk entrance. Clallam PUD will provide the Construction permit.

**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.

### 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](mailto:bphillips@clallampud.net). If you need assistance with documents, please contact Contracts Coordinator at (360) 565-3243 or by e-mail [contracts@clallampud.net](mailto:contracts@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 and executed with a Change Order PRIOR TO WORK STARTING by the subcontractor.**

### 5. **CONTRACTOR PREQUALIFICATION AND COMPLIANCE WITH LAWS**

All bidders must be a prequalified contractor 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. By submitting a proposal, you are also certifying to comply with all applicable laws, statutes, ordinances, codes, rules and regulations applicable to work performed and services provided, including those pertaining to the licensing of contractors, and the so-called "Kickback Statute" (48 Stat. 948) and regulations issued pursuant thereto.

### 6. **SUBMISSION OF PROPOSAL**

The bid must be in a sealed bid envelope with the name and address of the Bidder, plainly marked "**SEALED BID**" with bid number and project title Liberty Station Construction on the sealed envelope and then placed inside the delivery envelope to be delivered.

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 Clallam County PUD No. 1, Attn: Contracts Coordinator, 100 Hooker Road Sequim, WA 98382.

If **hand-delivered**, the sealed and labeled envelope should be brought to the main office at 104 Hooker Road, Sequim, WA 98382.

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, March 13, 2024. At 3:00 p.m. Pacific Time, March 13, 2024, a public bid opening will take place at 104 Hooker Road, Sequim, WA 98382, in the Lake Crescent boardroom.

## **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. Bidder is required to comply with all applicable Federal, State, and local laws, ordinances, rules and regulation that may in any manner affect the performance of the Work or its cost.

A voluntary pre-bid meeting has been scheduled for bidders interested in reviewing the project and asking questions. The meeting will be at **10:00 a.m. Pacific time, January 29, 2024, at 110 Idea Place, Carlsborg, Washington, in the Dungeness Conference room**. Interested bidders may contact Ben Phillips, Project Manager at 360.565.3267 or via e-mail at

[bphillips@clallampud.net](mailto:bphillips@clallampud.net) to advise the District of your attendance or if you have questions.

**All requests or questions for clarification must be received by 4:00 p.m., Pacific time, March 4, 2024.** Questions or requests submitted after that time shall not be addressed.

**9. 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.

Upon request, the District may authorize the Contractor to terminate this four-day workweek schedule and revert to a five-day workweek. Under such an arrangement, work outside of the District's normal working hours may be restricted to activities that do not require the immediate presence or availability of District Inspector or staff.

The Contractor shall comply with all provisions of WAC 296-127-022, "Overtime According to RCW 49.28.065." The Contractor shall comply with Chapter 49.28 RCW and applicable regulations pertaining to overtime pay.

**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 a five-day work week for any week the District observes a holiday.

**10. EXECUTION OF CONTRACT**

The Contract, when executed, shall be deemed to include the entire agreement and all modifications incorporated in these documents before their execution, 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.

**11. PROPOSAL IRREGULARITIES OR ERRORS**

The District reserves the right to waive non-material 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.

**12. REJECTION OF PROPOSAL**

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

**13. STARTING / COMPLETION DATES**

The starting and completion dates shall be as follows:

- Work may commence May 28, 2024.
- Work must be complete no later than August 15, 2024.

## **LIQUIDATED DAMAGES**

Time is of the essence on this Contract. Construction of the Project must be completed on or before August 15, 2024. As liquidated damages, and not as a penalty, the District will deduct \$200.00 from the quoted cost for each calendar day after August 15, 2024, that Project completion is delayed.

The District shall have the right to deduct from and retain out of such monies which may then be due, or which may become due and payable to the Contractor, if the amount due and to become due from the District to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the District the amount necessary to effect such payment in full. Provided, however, that the District shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted, or claimed as liquidated damages was computed

## **15. 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.

## **16. 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).

## **17. 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.

**18. PAYMENT OF PREVAILING WAGES**

The Contractor will be required to pay prevailing wages on this Project as indicated in Section IV, CONTRACT, Article V and **Exhibit "A"** and comply with the most recent applicable prevailing wage rate(s) of the State of Washington Department of Labor and Industries listed in **Exhibit A**, but it shall be the Contractor's responsibility to verify current rates.

PUBLIC UTILITY DISTRICT NO. 1  
OF CLALLAM COUNTY

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

By: \_\_\_\_\_  
Shailesh Shere  
General Superintendent