

**SECTION I**  
**BID NUMBER 171005**  
**NOTICE AND INSTRUCTIONS TO BIDDERS**

**1. CALL FOR PROPOSALS**

Proposals for the Elwha River Crossing transmission line rebuild, detailed by the Specifications herein and the attached plans, or as directed by the Project Manager, will be received by PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, no later than 1:00 p.m., Pacific Daylight Time, at its office at 104 Hooker Road, Sequim, WA Friday, June 30, 2017.

**2. SCOPE OF BID**

Transmission line rebuild in the vicinity of Elwha River Road where it crosses the Elwha River which involves the removal of 5 transmission/distribution H structures and 1 distribution pole; the installation of 4 transmission/distribution H structures poles; the removal of existing transmission and distribution conductor and installation of new transmission and 3-phase distribution utilizing 3M ACCR 270-T35 conductor and fiber optic cable..

**3. AVAILABILITY OF CONTRACT DOCUMENTS**

Contract documents, including plans and specifications are on file and available for viewing at the office of Public Utility District No. 1 of Clallam County, Attention: Karen Abbott, 110 Idea Place, Carlsborg, Washington, mailing address P.O. Box 1000, Carlsborg, WA 98324, telephone 360.565.3212. The bid packets may be viewed and downloaded from our website: <https://www.clallampud.net/contractorsprojects/> at no cost.

**4. 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.**

**5. SUBMISSION OF PROPOSAL**

Proposals may be submitted via USPS addressed to the District. If mailed, they should be sent to Attention: Karen Abbott, P.O. Box 1000, Carlsborg, Washington 98324. If hand delivered, they should be brought to the main office at 104 Hooker Road, Sequim, WA 98382. The name and address of the Bidder and bid number must appear on the envelope in which the Proposal is submitted. Proposals may be submitted electronically to Karen Abbott at [karena@clallampud.net](mailto:karena@clallampud.net). Proposals must be filled out in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission and initialed and dated.

## **6. 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.

## **7. 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.

## **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 mandatory 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., Thursday, June 22, 2017, in the Carlsborg Operations Meeting Room at the District's Carlsborg Office, 110 Idea Place, Carlsborg, Washington.** Interested bidders may contact Karen Abbott at 360.565.3212 or via e-mail at [karena@clallampud.net](mailto:karena@clallampud.net) to advise the District of your attendance.

## **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 upon Notice to Proceed. Work must be completed by September 1, 2017.

**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 IV, CONTRACT, Article V 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, 2017), but it shall be the Contractor's responsibility to verify current rates.

PUBLIC UTILITY DISTRICT NO. 1  
OF CLALLAM COUNTY

Date: June 12, 2017

By:   
Dennis Shaw  
General Superintendent