



QUOTATION ONLY -- NOT AN ORDER

CONTRACTOR: _____

DATE: September 11, 2018

NOTE: Quotations must be received
by 1:00 p.m., September 21, 2018
Pacific Daylight Time, to be considered.

RE: INSTALLATION OF UNDERGROUND CONDUIT
CEDAR STREET FROM N. SUNNYSIDE AVENUE
TO ALLEY BEFORE GOVAN AVENUE
QUOTATION NUMBER 181003

Ladies and Gentlemen:

The District is interested in receiving informal quotations to supply and bore conduit per Exhibit C, which will be considered part of this Request for Quotation.

LOCATION OF WORK

The work to be performed is between Govan Ave and N. Sunnyside in Sequim, WA. See project map for more detail.

SCOPE OF WORK

- Install approximately 550' of 6" HDPE conduit for electric conductor. Conduit depth to be between 42" & 60" unless otherwise authorized by PUD inspector.
- **A single, continuous bore the entire length of the project is the preferred alternative.** If that is not possible, the bore may be broken up into sections as shown on the project drawing.
- All other located utilities must be potholed to minimize interruption of other services. Potholes must be backfilled with sand backfill to 4" over the conduit, fill with CDF compacted to 90% and top with Asphalt patch.
- Contractor to supply all necessary materials and equipment.
- Restore all affected landscaping, roadways, driveways, and sidewalks to original condition.
- **See Exhibit C for more detail**

EXAMINATION OF SITE AND CONDITIONS

Prior to the submission of the bidder's quote, the bidder shall make and shall be deemed to have made a careful examination of the project and of all contract documents on file with the District, and shall become informed as to the location and nature of the proposed work, the transportation facilities, 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 and regulations.

LOCATES

The Contractor shall be responsible for obtaining utility locations for the work by contacting the Utilities Underground Location Center at their toll-free number (1-800-424-5555).

STARTING / COMPLETION DATES

Work must commence upon notice to proceed and must be complete by November 30, 2018.

Bids will be evaluated based upon price and completion dates.

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. Please note that those rates, listed in **Exhibit "A"** are furnished by the State of Washington (effective date August 31, 2018), and 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, shall 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.

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: (1) 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. Upon completion of this project, acceptance of the Affidavit of Wages Paid by the State of Washington Department of Labor and Industries shall release retained amounts. If the Contractor submits one invoice at the completion of the project, for the full amount of the project, no monies will be retained and the invoice will be paid in full once the Affidavit of Wages Paid has been accepted by the Department of Labor and Industries.

INSURANCE AND LICENSE

All bidders shall be a licensed contractor with public liability insurance of sufficient amount to cover any damages that may be incurred during the project.

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 Limits:

Bodily Injury	\$1,000,000 each person
Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Umbrella Coverage	\$2,000,000

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 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 required under "a" above and the Contractor shall provide the district with a Certificate of Insurance AND endorsement/declaration page showing the District named as additional insured as required under "b" above. The Certificate of Insurance must indicate that the issuing insurer, should any of the policies be cancelled before the expiration date thereof, MUST mail 30 days written notice to the certificate holder.

EMPLOYER'S IDENTIFICATION NUMBER

The bidder must furnish with the bid 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 project, the project will be awarded 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.

INVOICING

All invoices must reference the RFQ number and state that all wages have been paid in accordance with the pre-filed Intent to Pay Prevailing Wage document submitted to the State of Washington Department of Labor and Industries. All invoices must be sent to Attention: Karen Abbott, P.O. Box 1000, Carlsborg, WA 98324 or via e-mail at karena@clallampud.net. They may also be dropped off at the main office at 104 Hooker Road, Sequim, WA 98382. If there are any questions as to invoicing requirements please contact Karen Abbott at 360-565-3212.

SAFETY REQUIREMENTS

The Contractor is required to comply with the District's Contractor Safety Plan, **Exhibit "B"** as well as all applicable federal, state, county, and/or city requirements pertaining to this type of work.

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor agrees to hold harmless, defend, and indemnify the District from and against any and all claims, demands, liabilities, damages, and expenses including reasonable attorney's fees and costs, personnel-related costs, and all other claim-related expenses associated therewith or with successfully establishing the right to indemnification hereunder, which arise out of or in connection with the services to be provided under this agreement by the Contractor. The indemnity provided in this section shall include, but shall not be limited to, claims or liability for bodily injury, death, or property damage that is either suffered or caused by the Contractor and that does not result from any negligent or intentional act of the District.

The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

This provision shall survive the termination of this agreement.

The District and the Contractor hereby certify that the terms and conditions of the foregoing indemnity provision are the subject of mutual negotiation by the parties and are specifically and expressly agreed to in consideration of the mutual benefits derived under the terms of this agreement.

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 Workmen's 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 said work and shall keep all said work, and any property of the District, free from all liens arising from labor done thereto. The District Auditor may require the Contractor to furnish payroll records for his/her inspection.

DEFAULT

If, in the sole judgment of the District, the Contractor, in connection with any work performed under this quotation, fails in any respect to carry on the work with promptness and diligence or violates any of the terms or conditions of this quotation and its attachments, such refusal, failure, or violation shall constitute a default by the Contractor under this quotation and, in such event, the District may give the Contractor twenty-four (24) hours notice to remedy such default. Upon the failure of the Contractor to remedy such default within such time, the District will be relieved of any further obligations hereunder and in addition to all other rights and remedies in law or equity may cancel this quotation without any obligation or liability on the District whatsoever except as to payment for locates already performed by the Contractor.

QUOTATION IRREGULARITIES OR ERRORS

The District reserves the right to waive minor irregularities or minor errors in any quotation, 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 this quotation in which they may occur prior to the execution of any contract that may be awarded thereon.

REJECTION OF QUOTATION

The District reserves the right to reject any or all quotations, or any portion of any quotation.

AWARD OF PROJECT

The District shall prepare and execute an order to the lowest responsible bidder.

RIGHT TO AUDIT

The District shall have the right to audit all contractor records pertaining to the work performed at any time during a project and within one year after the completion of the work. At the District's discretion, prior to awarding a project, contractors may be removed from the list of approved bidders if exception is taken to the District's auditing requirements. Should a contractor refuse to allow the District to audit their records during the course of a project, the District may terminate the contract or agreement and deny the opportunity to bid on future District projects.

SUSPENSION/DEBARMENT

All bidders must have a current Washington Unified Business Identifier (UBI) number. If applicable they must have Industrial Insurance (worker' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW. They must also have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW. The bidder must not be in a suspended or debarment status or be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

CONTRACTOR OR THIRD-PARTY WORKER RETIREMENT STATUS VERIFICATION

The parties hereto acknowledge that under Title 41 of the Revised Code of Washington, the District is obligated to report to the Washington Department of Retirement Systems any retirees in its employ, including contractors and subcontractors and their workers, who retired from certain Washington State retirement systems. Failure to report could result in a financial liability to the District. Accordingly, Contractor agrees to and shall report to the District the retirement status of all of its workers, subcontractors, and subcontractors' workers who will be performing services for the District under this Agreement. Contractor shall be responsible to pay any financial liability imposed upon the District by the Washington Department of Retirement Systems for pension overpayments resulting from Contractor's failure to properly report to the District such retirement status. In the alternative, Contractor may provide to the District the Social Security numbers of all its workers, subcontractors, and subcontractors' workers who will be performing services for the District under this Agreement, and the District shall undertake to verify the retirement status of those workers. In such event, Contractor shall be responsible to pay any financial liability imposed upon the District by the Washington Department of Retirement Systems for pension overpayments resulting from Contractor's failure to provide proper Social Security numbers for each such worker.

CONTRACTOR

This Project shall be performed by one general contractor. The bidder may not elect to bid on only a portion of this Project, but may use necessary subcontractors to complete the work. All subcontractors must be listed below.

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):	
Sole Proprietorship, Partnership, or Corporation:	

SUBCONTRACTORS

The Contractor shall not subcontract the work to be performed hereunder, or any part of said work, unless it has first obtained the written approval of the District; and the District shall have full and complete discretion in withholding or granting said approval. Any subcontractors not listed below shall not be allowed to perform work on this project without written approval of the District. **Any subcontractor not listed below will not be allowed on the construction site.**

Name	Address	Type of Work

PROJECT QUOTATION

Total price for furnishing all labor, equipment, and materials as described on page 1, Scope of Work for Quotation #181003, Work Order No. 13-0215:

TOTAL: \$ _____
(Do not include WSST)

Starting Date: _____

Completion Date: _____

Interested bidders should contact Ben Phillips at 360.565.3267 or via e-mail at bphillips@clallampud.net with questions regarding this quotation.

We would greatly appreciate your efforts in submitting a quotation for this work. Please submit all completed quotations in care of Clallam County PUD #1, Attention: Karen Abbott, Engineering Department, P.O. Box 1000, Carlsborg, WA 98324 or hand deliver to 104 Hooker Road, Sequim, WA 98382. You may also submit via e-mail to karena@clallampud.net or fax (360)452-9772. All quotations must be made on this form, filled in with ink or typewritten. No alterations or interlineations will be permitted, unless made before submission and initialed and dated.

Sincerely,



Karen Abbott
Contracts Coordinator

BP/ka

Encl: Exhibit A-Prevailing Wage Information
Exhibit B-Contractor Safety Sheet
Exhibit C-Cedar St., from N. Sunnyside Ave., to alley before Govan Ave., Sequim

Submitted by:

Firm: _____

By: _____
(Signature) (Typed)

Title: _____ Date: _____

Mailing Address:	
Street Address:	
Telephone Number:	
FAX Number:	