

SECTION B

BIDDING INSTRUCTIONS

TABLE OF CONTENTS

1. RECEIPT AND OPENING OF BIDS	2
2. PREPARATION OF BIDS	2
3. CLARIFICATION OF BID	2
4. EXTENSION OF DUE DATE	3
5. DELAY IN RECEIPT OF BID	3
6. WITHDRAWAL OF BIDS	3
7. BID PRICE	3
8. PERFORMANCE AND PAYMENT BOND	4
9. TIME OF COMPLETION AND LIQUIDATED DAMAGES	4
10. EXAMINATION OF CONTRACT DOCUMENTS.....	5
11. INTENT OF CONTRACT DOCUMENTS	5
12. CLARIFICATION OF CONTRACT DOCUMENTS	5
13. CHANGES TO CONTRACT DOCUMENTS.....	6
14. LAWS AND REGULATIONS.....	6
15. CONDITIONS OF WORK.....	6
16. EXAMINATION OF SITE.....	7
17. EXCEPTIONS TO CONTRACT DOCUMENTS	7
18. QUALIFICATIONS OF BIDDER.....	7
19. SUBCONTRACTS.....	8
20. BIDDER RESPONSIBILITY CRITERIA.....	8
21. EVALUATION OF BIDS	9
22. CONTRACT AWARD	9
23. BID GUARANTY	10
24. MATERIAL IDENTIFICATION.....	10

1. RECEIPT AND OPENING OF BIDS

Public Utility District No. 1 of Chelan County, Washington (herein called the "District"), invites bids on the forms to be included with each Small Works Project solicitation. Sample forms are contained in SECTION E, CONTRACT DOCUMENT FORMS of the Contract Documents. All blanks must be appropriately filled in. The envelopes containing the bids will be addressed and delivered to <<ContractAdministrator>>, Procurement and Contract Services, Public Utility District No. 1 of Chelan County, at office at 327B North Wenatchee Avenue, Wenatchee, Washington 98801 (P. O. Box 1231, Wenatchee, WA 98807) and designated as <<ContractTypeAbbr>> No. <<BidId>> for <<BidName>>. Electronic Bid Proposals shall be accepted if the original Bid Proposal is simultaneously sent to the District by mail. Pursuant to RCW 39.04.155, the Bids received shall be open to public inspection and telephone inquiry immediately after award. The District may waive any informalities or immaterial irregularities, as authorized by applicable law, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered except as otherwise permitted by these Contract Documents. No Bidder may withdraw a bid during the time the Bid Proposal states the bid shall remain in force.

2. PREPARATION OF BIDS

Each bid must be submitted on the prescribed forms contained with each Small Works Project solicitation. All blank spaces for bid prices must be filled in, in ink or typewritten, and shall include the following:

- Original of the executed Bid Proposal form, Bid Price Schedule, Unit Price Schedule for Changed Work (if applicable), Noncollusion Affidavit of Prime Bidder, List of Subcontractors (if applicable), and Bidder's Data (if applicable).
- Acknowledgment of receipt of Addenda to Contract Documents on Bid Proposal form.

Bidder's failure to properly complete or submit the above referenced documents may result in rejection of its bid if the omission is determined by the District to be material.

3. CLARIFICATION OF BID

Any Bidder may submit data to clarify its bid by Electronic Transmission at any time prior to the scheduled closing time for receipt of bids provided such Electronic Transmission is received by the District prior to the time set for bid opening, and provided further, the District is satisfied that a written confirmation of the Electronic Transmission clarification with the signature of the Bidder was mailed prior to time set for bid opening. The sole purpose of this provision is to allow Bidders to clarify any

perceived ambiguity in the terms or conditions of their bid or supporting data or to add or delete any terms or conditions to their bid. If written confirmation is not received within five (5) days from the time set for bid opening, no consideration will be given to the clarification.

4. EXTENSION OF DUE DATE

The District reserves the right to extend the time for receiving and opening bids. If the time is extended, notice of the extension(s) will be given prior to the originally specified due date to each entity which has been furnished copies of the Contract Documents by the District.

5. DELAY IN RECEIPT OF BID

Any bid received after the time and date specified may be marked as to date and time received and returned to Bidder unopened by the District. If a bid arrives by mail after the opening time and is postmarked by the post office, private carrier or courier of the Bidder sufficiently in advance of bid opening time to have normally reached the District prior to bid opening, and it is determined by the District that nonarrival on time was due solely to delay by the post office, private carrier or courier for which the Bidder was not responsible, such bid may be considered.

6. WITHDRAWAL OF BIDS

A Bidder may withdraw its bid before the time set for opening bids, but may not do so once that time arrives. However, if the District extends the time for receiving and opening bids (SECTION B, BIDDING INSTRUCTIONS, EXTENSION OF DUE DATE), a Bidder may withdraw its bid until the new time for opening bids arrives. In addition, a Bidder, regardless of whether the District selects it as the lowest responsible bidder, may not withdraw its bid during the time the Bid Proposal states the bid shall remain in force.

7. BID PRICE

The Bid Price shall be submitted on the forms included with each Small Works Project solicitation, samples of which are contained in SECTION E, CONTRACT DOCUMENT FORMS, of these Contract Documents.

Bidder shall fill in all prices for the Work and for each Alternate (if applicable) in the appropriate spaces provided in the Bid Proposal form and Bid Price Schedule(s).



The Work covered by the Contract Documents may fall under the statutes of the State of Washington relating to public works and payment of prevailing rate of wage as more fully set forth in the General Conditions contained herein.

The cost of furnishing a Performance and Payment Bond shall be included in the Bid Price. The Performance and Payment Bond shall include coverage for Washington State sales tax.

The Bid Price shall be all inclusive to include the furnishing of all labor, supervision, materials, tools, equipment, permits, all taxes (excluding Washington State sales tax on the Bid Price), licenses, insurance, overhead, profit, temporary construction, temporary facilities, cleanup and all miscellaneous items for the Work as required by the Contract Documents. The District will pay the Contractor for Washington State sales tax; this tax shall be shown as a separate item on invoices and will be paid on the basis of Work completed with no portion withheld for retainage.

8. PERFORMANCE AND PAYMENT BOND

The successful Bidder must, within ten (10) days after it is notified that it is the successful Bidder by the delivery of a Small Works Notice of Award, furnish a Performance and Payment Bond which must be submitted on the form provided by the District, a sample of which is included in SECTION E, CONTRACT DOCUMENT FORMS, of these Contract Documents. The Performance and Payment Bond shall be for 100 percent of the Contract Price, plus Washington State sales tax, unless otherwise specified in Supplemental Conditions. The Performance and Payment Bond shall extend through the warranty period unless otherwise specified in SECTION D, SUPPLEMENTAL CONDITIONS. The Performance and Payment Bond shall be executed with a Satisfactory Surety authorized to issue surety bonds in the State of Washington. The Performance and Payment Bond shall be accompanied by a certified copy of the power of attorney authorizing the attorney-in-fact of the corporate Surety to execute and deliver the Bond on behalf of the Surety, together with a currently executed certificate of an authorized officer of the Surety stating that the power of attorney is in full force and effect. The actual cost of the Performance and Payment Bond shall be borne by the successful Bidder. At the District's sole discretion, authorization may be given to Contractor to begin the Work while finalizing minor deficiencies in the Performance and Payment Bond; progress payment(s) may be withheld until the deficiency(ies) is corrected.

9. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder shall base its bid upon the completion schedule included in the Contract Documents. Bidder (Contractor) agrees to commence Work on or before a date to be

specified in a written Notice to Proceed issued by the District and to strictly comply with the completion schedule specified in the Contract Documents.

IMPORTANT: This Contract may contain a liquidated damages provision in SECTION D, SUPPLEMENTAL CONDITIONS, based on the completion schedule.

10. EXAMINATION OF CONTRACT DOCUMENTS

Each Bidder shall thoroughly examine and be familiar with the Contract Drawings, Specifications and other Contract Documents, and submission of a bid shall constitute an acknowledgment upon which the District may rely that the Bidder has thoroughly examined all Contract Documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.

11. INTENT OF CONTRACT DOCUMENTS

All provisions of the Contract Documents are intended to be mutually cooperative and anything required in one and omitted from another shall be as binding as if called for in all, and in the event of a conflict in provisions, the Work shall be done in the manner most satisfactory to the District. It is the intent of the Contract Documents to include every requisite and necessity to properly furnish the entire Work, notwithstanding the fact that every item necessarily involved may not be particularly mentioned. All Work, when finished, shall be complete and in undamaged condition.

12. CLARIFICATION OF CONTRACT DOCUMENTS

If a Bidder requires clarification of the Contract Documents, the Bidder shall at once forward to the District a written request for interpretation, clarification, or qualification before submitting its bid. The Bidder making this request is solely responsible for its timely receipt. The District will reply only in the form of written Addenda. The District shall neither be bound by, nor responsible for, any explanations, interpretations, clarifications, or qualifications of the Contract Document other than those given in written Addenda as specified in this paragraph. A BIDDER'S FAILURE TO FOLLOW THE PROCEDURE DESCRIBED IN THIS PARAGRAPH MAY BE A BASIS FOR REJECTING ITS BID. No interpretation, clarification, qualification, amendment, or modification shall be valid unless set forth in an Addendum issued by the District. The District shall not be bound by, and hereby objects to, any term, condition or other provision which is different from or in addition to that contained in the Contract Document or the written Addenda.

PLEASE NOTE THAT ATTEMPTS BY ANY BIDDER TO QUALIFY ITS BID PROPOSAL BY SUBMITTING WITH IT "STANDARD CONDITIONS," "STANDARD TERMS," MODIFICATIONS TO THE GENERAL AND/OR SUPPLEMENTAL

CONDITIONS, OR THE LIKE, WITHOUT COMPLYING WITH THE PROCEDURES SET OUT IN THE IMMEDIATELY PRECEDING PARAGRAPH, MAY CONSTITUTE A BASIS FOR REJECTION OF THE BID. TO THE EXTENT ANY SUCH QUALIFICATIONS ACCOMPANY BIDDER'S BID PROPOSAL, THE DISTRICT SHALL BE ENTITLED TO CONSIDER THOSE STATEMENTS AS NULL, VOID AND OF NO EFFECT IN AWARD OF THE CONTRACT.

13. CHANGES TO CONTRACT DOCUMENTS

The District may revise or amend the Contract Documents any time prior to the bid opening by issuance of one or more written Addenda. Each Addendum will be sent to all prospective Bidders who have been furnished Contract Documents by the District and shall be construed as incorporated into the Contract Documents and shall become a part hereof. Bidder shall acknowledge receipt of each and every Addendum on the Bid Proposal.

14. LAWS AND REGULATIONS

All applicable state and federal laws, municipal ordinances, administrative codes and the rules and regulations of all authorities having jurisdiction over the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall fully comply with all state and federal laws, ordinances and regulations, and with all orders, permits, approvals, certifications, licenses, directives adopted or issued thereunder, including but not limited to all environmental legislation of which the Contractor is aware or shall subsequently become aware.

The Contract Documents and other writings of whatsoever nature, which are a part of the Project, shall be construed for all purposes solely and exclusively in accordance with and pursuant to the laws of the State of Washington. The rights and obligations of Bidders, the District, and Contractor shall be governed by the laws of the State of Washington. Contractor submits to the exclusive jurisdiction of the courts of the State of Washington. Venue for any lawsuit arising from these Contract Documents or Work performed under the Contract shall be in Chelan County Superior Court, Chelan County, Washington.

15. CONDITIONS OF WORK

Each Bidder must inform itself fully of all conditions relating to the work of the Project and pertinent local conditions reasonably determined by inspection and inquiry, and the employment of labor thereon. Failure to do so will not relieve a successful Bidder (Contractor) of the provisions of its Contract. Insofar as possible, the Contractor, in carrying out its work, must employ such methods or means as will not cause any

interruption of or interference with the tasks being accomplished by the District or other contractors and subcontractors in the same area or on the same improvement and/or Project to which these Contract Documents and the Work thereunder relate.

16. EXAMINATION OF SITE

Each Bidder shall thoroughly examine and be familiar with the site of the proposed Project and submission of a Bid shall constitute an acknowledgment upon which the District may rely that the Bidder has thoroughly examined and is familiar with the site. Bidders must assume all responsibility for conclusions or assumptions which may be made as to the nature of materials to be excavated, the difficulties of making and maintaining the required excavation, and of doing other work affected by subsurface conditions at the site of the work. The failure or neglect of the Bidder to fully familiarize itself with the conditions at the Project site shall in no way relieve it of any obligations with respect to the Bid or to the Contract. No claim for additional compensation will be allowed based upon lack of knowledge of the site. Information or assistance for field inspection of the site by interested Bidders may be obtained by contacting the person specified in the Invitation for Bid.

17. EXCEPTIONS TO CONTRACT DOCUMENTS

The District may reject a Bid Proposal if it contains terms or conditions that are materially different from those contained in the Contract Documents. The District may, at its option, consider a Bid Proposal if it contains terms or conditions that are immaterially different from those contained in the Contract Documents by waiving such irregularity as an informality.

A proposal to substitute materials, processes or articles that are, in the District's sole judgment and opinion, equal to those required by the Contract Documents may not be considered materially different terms or conditions. The Bidder shall provide to the District adequate documentation to support that the substituted material is equal.

Terms or conditions in the Bid Proposal that are different from those contained in the Contract Documents shall not be binding on the District, and the District hereby objects thereto unless the District, in writing, expressly and specifically accepts such different terms and conditions.

18. QUALIFICATIONS OF BIDDER

Pursuant to RCW 39.06, the District shall not award the Contract to a Bidder who is not registered or licensed as may be required by Washington State law or does not meet the responsibility criteria pursuant to RCW 39.04. The District may make such investigations as it deems necessary to determine the ability of the Bidder to perform

the Work, and the Bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

IMPORTANT: Subcontractors are also subject to qualification by the District. See SECTION B, BIDDING INSTRUCTIONS, EVALUATION OF BIDS and SECTION C, GENERAL CONDITIONS, LEGAL, SUBCONTRACTS, of these Contract Documents.

19. SUBCONTRACTS

Each Bidder shall submit, as part of the bid, the names, addresses and telephone numbers of all Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for the performance of all or a portion of the Work. Pursuant to RCW 39.06, the Bidder must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04 and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. Failure of the Bidder to name such Subcontractor(s) may render a Bid Proposal nonresponsive and therefore void.

20. BIDDER RESPONSIBILITY CRITERIA

It is the intent of the District to award a Contract to the low responsible bidder. Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the District to submit documentation demonstrating compliance with the criteria. The Bidder must:

- Have a current certificate of registration as a contractor in compliance with RCW 18.27, which must have been in effect at the time of submission of bid.
- Have a current Washington Unified Business Identifier (UBI) number.
- If applicable:
 - Have Industrial Insurance (workers compensation) coverage for the Bidder's employees working in Washington, as required in RCW 51.
 - Have a Washington Employment Security Department number, as required in RCW 50.
 - Have a Washington Department of Revenue state excise tax registration number, as required in RCW 82.
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065.

If applicable, additional bidder responsibility criteria may be specified in Section F, Bidder's Data, or elsewhere in these Contract Documents.

21. EVALUATION OF BIDS

In evaluating the bids, the following criteria, in addition to responsiveness of bid, responsibility of Bidder and Bid Price, will be considered:

- Experience, technical qualifications, skill, ability and capacity of the Bidder.
- Character and record of performance of the Bidder.
- Ability of the Bidder to perform the Contract within the time specified, taking into account all of the Bidder's existing business commitments.
- Thoroughness of Bidder's compliance with and completion of data requests to the extent it impacts the District's ability to compare Bid Proposals and verify compliance with Specifications.
- Qualifications and eligibility of Bidder to receive an award of the Contract under applicable laws and regulations.
- The financial qualifications of the Bidder.
- In accordance with RCW 43.19.1911, which authorizes consideration of bids with the lowest life cycle cost in evaluating bids for the purchase, manufacture or lease of materials, equipment or other goods, the District may consider and apply the "life cycle costing" technique where it will result in the lowest total cost to the District.
- Such other information as may be secured having a bearing on the decision to award the Small Works Project, including but not limited to prior safety violations and lawsuits.

The District hereby reserves the right to evaluate the Subcontractors listed by the Bidder to perform categories of Work under the terms of the Contract using the same or similar evaluation criteria that apply to the Bidders themselves and may reject a bid if one or more listed Subcontractors is objectionable to the District.

22. CONTRACT AWARD

The District reserves the right to reject any or all bids, and to waive any informality or immaterial irregularity in the bids received. The District reserves the right to let the Contract, or any part thereof, in any combination determined to be in the District's best interests to the lowest responsible Bidder, whose bid will be most advantageous to the District, price and other factors considered.

The acceptance of a Bid Proposal will be evidenced by a Small Works Notice of Award in writing signed by an authorized representative of the District's Procurement and Contract Services Department and delivered to the Bidder whose Bid Proposal is

accepted. No other act of the District shall constitute acceptance of a Proposal. Timely acceptance of a Bid Proposal shall obligate the Bidder whose Bid Proposal is accepted to furnish a Performance and Payment Bond, Insurance Certificates and Insurance Coverage Checklist, samples of which are included in these Contract Documents.

23. BID GUARANTY

Any Bidder whose Bid Proposal is accepted shall execute the Small Works Notice of Award and provide a Satisfactory Performance and Payment Bond and Insurance Certificate(s) within ten (10) days after delivery of Small Works Notice of Award. Failure, neglect or refusal to do so shall constitute a breach of agreement of the Small Works Master Contract effected by the Bidder's Proposal and the District's Small Works Notice of Award. The damages to the District for such a breach of agreement will include monetary loss for, among other things, interference with the District's construction program and normal operations, the accurate amount of which is difficult or impossible to compute. The District has estimated and each Bidder, by submitting its Proposal, agrees that reasonable compensation for damages resulting from failure, neglect or refusal to furnish a Performance and Payment Bond and Insurance Certificate(s) and execute the Small Works Notice of Award shall be 5 percent of the amount of the Bid Price unless otherwise specified in SECTION D, SUPPLEMENTAL CONDITIONS.

In the event any Bidder whose Bid Proposal is accepted fails, neglects, or refuses to furnish a Satisfactory Performance and Payment Bond and Insurance Certificate(s) and execute the Small Works Notice of Award as herein provided, such failure, neglect or refusal shall constitute a breach of the Small Works Master Contract and, at the option of the District, such Contract shall thereby be terminated and, notwithstanding such termination, the Bidder shall be liable for the aforesaid damages arising from such breach. In the event the District elects to declare a breach for such noncompliance, the defaulting Bidder shall not be the lowest responsible Bidder and the District may then select the lowest responsible Bidder and deliver a Small Works Notice of Award to such Bidder.

24. MATERIAL IDENTIFICATION

Bidders must furnish descriptions of the items they propose to furnish. Whenever in the Specifications any material, process or article is indicated or specified by patent, number, proprietary name or name of manufacturer or any combination of these, such Specification shall be deemed to be used for the purpose of facilitating description of the material, process or article desired and shall be deemed to be followed by the words "Or Equal". Any Bidder (and the Contractor) may offer, in the bid (or after Project award), any material, process or article which shall be equal in every material respect to that so indicated or specified; provided that if the material, process or article offered by the



Section B
Bidding Instructions

Contractor after Contract award is different from that in its Proposal and is not, in the opinion of the District, equal in every material respect, then the Contractor must furnish the material, process or article specified or one that in the opinion of the District is the equal thereof in every material respect. The District shall be the sole judge of the quality and suitability of the proposed substitution.

END OF SECTION B