

DOCUMENT NUMBER 00100  
INSTRUCTIONS TO BIDDERS

**Article 1. General**

Bidding Documents containing the Bidding Requirements are provided to prospective bidders to enable them to prepare a bid. Documents that must be submitted with the Bid are listed at the end of the Instructions to Bidders.

**Article 2. Defined Terms**

- 2.1 Terms used in these Instructions to Bidders which are defined in the GENERAL CONDITIONS of the Construction Contract have the meanings assigned to them in the General Conditions.
- 2.2 The term "Addenda" (Addendum) means the written or graphic instruments issued prior to execution of the Agreement which modifies or interprets the Bidding Documents and Contract Documents.
- 2.3 The term "Bidder" means any person, firm or corporation submitting a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.
- 2.4 The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- 2.5 The term "Bid" means the offer or proposal of the Bidder submitted on the prescribed forms setting forth the prices for the work to be performed and furnishing other required information.
- 2.6 The term "Base Bid" means the amount bid on all of the work required to complete a single Contract as described in the Contract Documents. The Base Bid submitted by the successful bidder combined with any additive or deductive amounts bid on alternates accepted by the Owner and any other modifications becomes the Contract Price.
- 2.7 The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, Information Available to Bidders, the Bid Form with related documents, the Contract Conditions, Specifications and Drawings (and includes all Addenda issued prior to receipt of Bids.)
- 2.8 The terms "Contract" and "Project" are defined in the General Conditions paragraph 1.1.
- 2.9 The term "Notice of Award" is a written notice by the Owner to the Bidder that it is the successful Bidder and upon the Bidders compliance with the Owner's requirements the Owner will execute the Agreement.

### **Article 3. Copies of Bidding Documents**

3.1 Complete sets of Bidding Documents (the Drawings and Project Manual including Specifications) may be obtained at the location and time designated in the Invitation to Bid for the non-refundable purchase price stated therein. Make all checks payable to the Owner.

3.2 Complete sets of Bidding Documents must be used in preparing Bids; neither the Owner nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.3 The Owner and the Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer or grant a license for any other use.

### **Article 4. Examination of Contract Documents and Site**

4.1 It is the responsibility of each Bidder before submitting a Bid to (a) examine the Bidding Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) dig test pits or drill test holes to further evaluate subsurface soil conditions to the extent the Bidder considers necessary; (d) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) notify the Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Additional information available to Bidders, if any, is described in Document Number 00200, Information Available to Bidders.

4.3 Differing Conditions:

.1 General Conditions paragraphs 3.3 through 3.5 limit the extent to which the Contractor may rely on information provided by the Owner or the Design Engineer with regard to: a) subsurface soil conditions, b) existing concealed or underground utilities and underground facilities, and c) existing structures and facilities.

.2 General Conditions paragraphs 3.6 and 3.8 identify the Contractor's responsibility: a) for using care in making excavations and in doing demolition, b) for damage to existing utilities and underground facilities and for loss of use thereof, and c) for the protection of workers and others from known and unknown or concealed hazards.

.3 General Conditions paragraph 3.7 identifies conditions under which the Contractor may be entitled to a change in Contract Time or Price due to differing or unknown conditions.

4.4 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent facilities or utilities or easements for permanent changes in existing facilities or utilities have been obtained or will be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.5 Bidder's Representations. By submitting a bid each bidder represents and warrants:

.1 It has visited the site and has reviewed the Bidding Documents and the Information Available to Bidders; it has made any other investigations, explorations or tests and has obtained any other data it considers necessary for preparation of its Bid; and it has read and understands provisions in the General Conditions relevant to differing and unknown conditions.

.2 It has read, studied and understands the entire set of Bidding Documents including the Construction Drawings, Specifications and General Conditions and finds them fit and sufficient for the purpose of preparing its Bid and constructing the Work required.

.3 Its Bid is based on providing all of the material, labor, equipment and services necessary to complete the Work in full compliance with the Contract Documents without exception.

#### **Article 5. Interpretations and Addenda (Before Contract Award)**

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the **Owner**. Interpretations or responses considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the **Owner** as having received the Bidding Documents. Questions received less than five days prior to the date for opening of bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or responses will be without legal effect and are not to be relied upon by the Bidders unless they are integrated into the written Contract Documents.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner and Engineer.

#### **Article 6. Bid Security**

Each Bid must be accompanied by Bid Security conforming to the requirements of Document Number 00410, Bid Security.

#### **Article 7. Contract Time**

The numbers of days (Contract Time) within which the Work is to be Substantially Completed and Finally Completed and ready for acceptance and final payment are set forth in the Bid Form and the Agreement.

#### **Article 8. Liquidated Damages**

Provisions for liquidated damages, if any, are set forth in the Agreement.

#### **Article 9. Substitute or Proposed Equivalent ("Or Equal") Items**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or Proposed Equivalent ("Or Equal") items. Whenever it is indicated in the Drawings or specified in the Specifications that a Proposed Equivalent ("Or Equal") item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, such acceptance will not be considered by the Engineer until after the Effective Date of the Agreement. The procedure for submission of any such Proposed Equivalent ("Or Equal") item by the Contractor for the Engineer's review and consideration is set forth in Article 8 of the GENERAL CONDITIONS under Specified Items/Proposed Equivalents and may be supplemented in Division One.

## **Article 10. Listing of Subcontractors**

The Contractor's Bid must include a listing of subcontractors conforming to the requirements and format of Document Number 00430.

## **Article 11. Bid Form**

11.1 The Bid Form is included with the Bidding Documents; additional copies may be reproduced by the Bidder.

11.2 All blanks on the Bid Form must be completed legibly in ink or by typewriter. Bid amounts must be stated in words and in figures.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be legibly printed in ink or typed below the signature.

11.6 The Bid shall contain an acknowledgement of receipt of all ADDENDA (the numbers of which must be filled in on the Bid Form). ADDENDA are designated as Document Number 00900.

11.7 The address and telephone number for communications regarding the Bid must be shown.

11.8 When the Bidding Documents include more than one Contract, Bidders may submit a Bid for any of the individual portions of the project defined in Bidding Documents as a separate Contract or any combination of Contracts provided for in the Bid Form.

11.9 Bids must include a single lump sum price for the Base Bid and a separate price or state "no change in price" for each Alternate described in the Specifications and listed on the Bid Form. The Bid for each Alternate will be the amount to be added to or deducted from the Base Bid if the Owner selects the Alternate. Bids that do not include a price for every Alternate may be rejected.

## **Article 12. Submission of Bids**

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and, when the Project includes more than one Contract, with the designated Contract or portion of the project for which the Bid is submitted. The envelope shall bear the name and address of the Bidder and the Bid shall be accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

## **Article 13. Modification and Withdrawal of Bids**

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within five days after Bids are opened, any Bidder files a duly signed, written notice with the Owner and promptly thereafter demonstrates in detail to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, how the mistake occurred, that the mistake was not due to an error in judgment or to carelessness in inspecting the site or reading the plans or specifications, that Bidder may withdraw its Bid and the Bid Security will be returned. A Bidder who withdraws its Bid will be disqualified from further bidding on the Work to be provided under the Contract Documents.

## **Article 14. Opening of Bids**

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the Base Bids and major Alternates (if any) will be made available to Bidders after the opening of Bids.

## **Article 15. Bids to Remain Subject to Acceptance**

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date. Bids on Alternates shall remain valid for 60 days after execution of the Agreement.

## **Article 16. Award of Contract**

16.1 The Owner reserves the right to reject any and all Bids and to waive any and all irregularities in Bids not involving price, time or changes in the Work. The Owner reserves the right to reject any nonconforming, nonresponsive, incomplete, unbalanced or conditional Bids. The Owner also reserves the right to reject the Bid of any Bidder that in the Owner's judgment would not be financially or otherwise responsible or that does not meet pertinent minimum experience criteria established by the Owner and stated in the Instructions to Bidders.

16.2 In evaluating Bids, the Owner will consider whether or not the Bids comply with the prescribed requirements, and include such Alternates, unit prices and other data, as may be required in the Bid Form and supplements thereto.

16.3 Discrepancies in the multiplication of units of Work and unit prices, if any, will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between bid amounts stated in words and in figures will be resolved in favor of the amount stated in words.

16.4 The Owner may accept any Alternate without regard to the order in which they are listed and will determine the lowest Bidder on the basis of the Base Bid and the Alternates accepted.

16.5 If the Contract is to be awarded, it will be awarded to the lowest qualified, responsible and responsive Bidder that in the Owner's judgment will be in the best interests of the Project.

16.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days that Bids are subject to acceptance as stated in Article 15.

## **Article 17. Contract Security**

17.1 The Owner's requirements for performance and payment bonds are set forth in Article 4 of the General Conditions.

17.2 The Successful Bidder shall engage a surety who through binding agreement will assume liability for all debts and responsibility for the acceptable performance of the Work under this Contract if the Contractor defaults.

17.3 When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required bonds in the forms contained in the section of the Project Manual titled Contract Forms.

## **Article 18. Insurance**

18.1 The Owner's requirements for insurance are set forth in Article 4 of the General Conditions.

18.2 The Successful Bidder shall purchase insurance from an insurance company or companies who meet the requirements of General Conditions paragraphs 4.3 through 4.5, will provide the required insurance and will furnish insurance certificates.

18.3 The Successful Bidder shall deliver the required insurance certificates to the Owner and Engineer prior to beginning work. In no case will the Notice to Proceed be considered as allowing the Work to begin until the insurance certificates are received by the Owner, even though the Contract Time as stated in the Notice to Proceed will commence to run.

## **Article 19. Signing of Agreement**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter the Contractor shall sign and deliver the required number of counterparts of the Agreement together with the required Bonds to the Owner. Within ten days thereafter the Owner will deliver one fully signed counterpart to the Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification which shall be signed by the parties to the Agreement.

## **Article 20. Limitation of Liability**

The Agreement contains a clause limiting the liability of the Owner and the Design Engineer to the Contractor for defects in the Contract Documents

## **Article 21. Retainage**

Five percent of each Progress Payment will be withheld as retainage as set forth in the Agreement.

Provisions concerning the Contractor's option to have the Owner deposit retainage in an interest bearing account in accordance with RCW 60.28.010, .020, and .050 are set forth in the Agreement.

## **Article 22. Washington State and Local Sales Tax**

The Owner's and Contractor's obligations with regard to Washington State and Local Sales Tax and RCW Title 82 Excise Taxes are covered in Bid Form Document Number 00300, Article 4, paragraph d.

## **Article 23. Pre-bid Conference**

A pre-bid conference will be held at \_\_\_\_\_ a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at \_\_\_\_\_. Representatives of the Owner and the Engineer will be present to discuss the Project. Bidders are **required** to attend and participate in the conference. The Engineer will transmit to all prospective Bidders of record such Addenda as the Engineer considers necessary in response to questions arising at the conference.

## **Article 24. Pre-Bid Site Visit**

A pre-bid site visit will be held at immediately after the Pre-Bid conference. Representatives of the Owner and the Engineer will be present to show Bidders the general location of the Work. Bidders are **required** to visit the site at the time prescribed.

The Contractor may arrange with the Owner for access to the site at the Owner's convenience for the purpose of digging test pits or drilling test holes to evaluate subsurface soil conditions. The Contractor shall fill all holes and leave site in "as found condition."

## **Article 25. Contracts to be Assigned by the Owner**

The Owner has executed a contract with Enviroquip, Inc. for the MBR System Equipment. The materials, equipment, and services included for in this contract are to be furnished and delivered to the Project site for installation by the Contractor.

This contract will be assigned by the Owner to the Contractor per Document Number 00499.

Contract Documents for this contract is attached with the appendices.

## **Article 26. Base Bidding of Equipment and Systems**

Base Bids shall include providing equipment or complete systems by makers selected by the Bidder from those named by the Owner on the Base Bid Equipment and Systems List, Document Number 00412 which shall be attached to the Bid Form. Changes in price quoted by Bidders for acceptance of alternate equipment proposed by Bidders will not be considered in determining the lowest Base Bid.

Alternate equipment or systems proposed by the Bidder will only be considered after award of the Contract and at the option of the Owner. If alternate equipment or systems are accepted, the Contract Price will be adjusted by Change Order in an amount equal to the difference in price quoted by the Bidder on the Base Bid Equipment and Systems List.

## **Article 27. Bidder's Special Technical Experience Requirement**

Bidder shall submit Document Number 00420 - Bidder's Qualifications, with its Bid to verify it has the minimum experience qualifications required for bidding.

Because of the highly technical nature of this project, the Owner has determined that the minimum experience requirement for Bidders to Bid on this Contract is the successful completion within the last five years of at least one installation of submerged membrane system for treatment of municipal water or wastewater treatment and at least two municipal wastewater treatment projects of similar complexity with a minimum design capacity of 1.0 million gallons per day (MGD). The superintendent the Bidder will use shall have successfully completed at least one such project within the same time period.

**Article 28. Value Engineering**

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**Article 29. Documents that Must be Submitted with Bids**

Bidders must submit the following signed Documents with their Bids:

<u>Document Number</u>	<u>Title</u>
00300	Bid Form
00410	Bid Security
00412	Base Bid Equipment and Systems List
00416	Bidder's References
00420	Bidder's Qualifications
00430	Subcontractor List

**Article 30. State Interest Exclusion Clause**

It is anticipated that this project will be funded in part by the Washington State Department of Ecology's Centennial Clean Water Fund and/or State Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

**Article 31. Escrow Bid Documents**

Within 24 hours after the time of the Bid opening, the three low Bidders shall submit one copy of all documentary information generated in preparation of Bid prices for this Project. This material is hereinafter referred to as "Escrow Bid Documents" (EBD). The EBD of the Successful Bidder will be held in escrow for the duration of the Contract; refer to Supplementary Conditions for further information.

Timely submission of complete EBD is an essential element of the Bidder's responsibility and a prerequisite to Contract award. Failure to provide the necessary EBD will be sufficient cause for the Owner to reject the Bid.

Bidders may submit EBD in their usual cost estimating format. It is not the intention of this provision to cause the Bidder extra work during the preparation of the proposal, but to ensure EBD will be adequate to enable complete understanding and proper interpretation for their intended use. The EBD shall be in the language (e.g., English) of the Specifications.

EBD shall clearly itemize the estimated costs of performing the Work to allow a detailed cost review. EBD shall include all quantity takeoffs, crew, equipment, calculations of rates of production and progress, copies of quotations from Subcontractors and Suppliers, and memoranda, narratives, consultant's reports, add/deduct sheets, and all other information used by the Bidder to arrive at the



prices contained in the Bid Form. Estimated costs should be broken down into the Bidder's usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract costs as appropriate. Materials, equipment, and indirect costs should be detailed in the Bidder's usual format. Bidder's allocation of material, equipment, indirect costs, contingencies, markup, and other items to each Bid item shall be included. All costs shall be identified. For Bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, providing labor, equipment, materials, and subcontracts, as applicable, are included and provided indirect costs, contingencies, and markup, as applicable, are allocated.

EBD shall be submitted in a sealed container. The container shall be clearly marked on the outside with the Bidder's name, date of submittal, Project name, and the words "Escrow Bid Documents."

EBD shall be accompanied by Escrow Bid Document Certificate form; signed by an individual authorized by Bidder to execute the Bid Form, stating material in the EBD constitutes all the documentary information used in the preparation of Bid and that the signatory has personally examined the contents of the container and has found the documents are complete. The Successful Bidder agrees, as a condition of the award of the Contract, the EBD constitutes all of the information used in preparation of its Bid, and that no other Bid preparation information shall be considered in resolving disputes.

Bid documents provided by the Owner should not be included in the EBD, unless needed to comply with the requirements of this Specification.

Prior to award, EBD of the apparent Successful Bidder will be examined, organized, and inventoried by representatives of the Owner, together with members of the Bidder's staff who are knowledgeable in how the Bid was prepared. This examination is to ensure the EBD are authentic, legible, and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. Examination will not alter any condition(s) or term(s) of the Contract. EBD will not be used for pre-award evaluation of Bidder's anticipated methods of construction or to assess Bidder's qualifications for performing the Work. If all the documentation required herein has not been included in the original submission, additional documentation shall be submitted, at the Owner's discretion, prior to award of the Contract. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between the Bidder and Owner before making the award.

If Contract is not awarded to the apparent Successful Bidder, the EBD of the next Bidder to be considered for award shall be processed as described herein. Following award of the Contract, EBD submitted by unsuccessful Bidders will be returned unopened, unless opened as provided above.

If Bidder's proposal is based on subcontracting any part of the Work, each Subcontractor, whose total subcontract price exceeds 5 percent of the Total Contract Price proposed by the Bidder, shall provide EBD to be included with those of the Bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent Successful Bidder.

END OF INSTRUCTIONS TO BIDDERS