

ADDENDUM NO. 02

TO: All Plan Holders
FROM: Public Utility District No. 1 of Skamania County
PROJECT: CARSON WATER TREATMENT PLANT UPGRADE
DATE ISSUED: 6/25/2026

This Addendum modifies the Contract Documents for the above-referenced project as follows. All other terms and conditions remain unchanged. Bidders shall acknowledge receipt of this Addendum on the Bid Form.

Note: The Bid opening date has been revised to July 23, 2026.

Note: Modifications to the bid documents provided as attachments to this addendum are shown in red text. Deletions are shown as red-line strikeouts.

Addendum No. 02 to Bid Document is comprised of the items listed below:

ITEM NO. 1 – ADDENDUM NO. 1 CORRECTIONS

- Page 3
 - 01 29 00 first bullet **REPLACE** “CFT” **WITH** “CFR”.
- Page 4
 - 7 main bullets from the top of page, **REPLACE** “Specificaitons” **WITH** “Specifications”
- Page 5
 - Cover Page bullet, **REPLACE** “REPLACLE” **WITH** “REPLACE”
 - Drawing G-602 bullet, **REPLACE** “REPLACLE” **WITH** “REPLACE”
- Page 7
 - Attachments to Addendum 01, 10th bullet, **REPLACE** “Syustem” **WITH** “System”
- Attachment A (USDA Requirements), Note to Bidders and Contractor added with Addendum No. 1, **REPLACE** “01 42 19” **WITH** “01 42 18” in two locations

ITEM NO. 2 – BID, VOLUME 1 – CONTRACTING REQUIREMENTS REVISIONS

- Table of Contents, **ADD** new Form 00 41 00, 10 First-Tier Subcontractor Disclosure Form immediately after C-451 Qualifications Statement.
- Section C-111, page C-111-1 (as revised by Addendum No. 01),
 - **REVISE** the following paragraph with strikeout text as deletions and bold underlined text as additions: “Bids for the construction of the Carson Water Treatment Plant (Project) must be delivered in a sealed envelope with the subject title “Carson Water Treatment Plant” to **Public Utility District No. 1 of Skamania County**~~Skamania County PUD,~~ **ATTN: Melanie Sharp at the Skamania County PUD**, 1492 Wind River Highway, Carson WA 98610 by no later than Thursday, July 16 ~~23,~~ 2026 at 2:00 p.m. **(the Proposal Closing Time)**. Bids will be opened and publicly read on Thursday, July 16, 2026 at 2:00 p.m. or shortly after **the Proposal Closing Time** at the PUD office 1492 Wind River Highway, Carson, Washington 98610. Bids received after Thursday, July 16, 2026 at 2:00 **the Proposal Closing Time** will not be considered.”
- Section C-111, page C-111-1 (as revised by Addendum No. 01), second paragraph, FIRST-TIER SUBCONTRACTOR DISCLOSURE FOR CARSON WATER TREATMENT PLANT.
 - **FIND** the paragraph in Section C-111, page C-111-1 (as revised by Addendum No. 01), second paragraph under heading “FIRST-TIER SUBCONTRACTOR DISCLOSURE FOR CARSON WATER TREATMENT PLANT” that begins with “Bidders must deliver the First-

Tier Subcontractor Disclosure Form..." and contains deadline and penalty language. **DELETE** that entire paragraph.

- **REPLACE WITH** "FIRST-TIER SUBCONTRACTOR DISCLOSURE (RCW 39.30.060): Bidders must submit the First-Tier Subcontractor Disclosure Form (Form 00 41 00.01, attached to Addendum No. 2) in a sealed envelope to: Skamania County PUD, 1492 Wind River Highway, Carson, WA 98610, Attention: Melanie Sharp, by the following deadlines:

A. HVAC, PLUMBING, AND ELECTRICAL SUBCONTRACTORS: Within ONE (1) HOUR after Proposal Closing Time.

B. STRUCTURAL STEEL AND REINFORCING STEEL (REBAR) INSTALLATION SUBCONTRACTORS: Within FORTY-EIGHT (48) HOURS after Proposal Closing Time.

PENALTIES FOR NON-COMPLIANCE: Failure to submit HVAC/Plumbing/Electrical names by the deadline: 10% bid penalty (may be waived by Owner for good cause).

Failure to submit Structural Steel/Rebar names by the deadline: Bid deemed INELIGIBLE for award (mandatory disqualification). NOTE: If project does not include structural steel or reinforcing steel work, Bidder shall submit disclosure form with "N/A – No structural steel subcontractor" or "N/A – No rebar subcontractor" to confirm awareness of requirement.

Envelope shall be labeled: "FIRST-TIER SUBCONTRACTOR DISCLOSURE – CARSON WTP – [BIDDER NAME] – DO NOT OPEN WITH BID".

- Section C-111, page C-111-2 (as revised by Addendum No. 01), SCHEDULE OF EVENTS:
 - **FIND**, "• First-Tier Subcontractor Disclosure Form July 16, 2026, at 4:00 PM".
 - **REPLACE with**, "• First-Tier Subcontractor Disclosure Form
 - HVAC/Plumbing/Electrical: 1 hour after Proposal Closing Time
 - Structural Steel/Rebar: 48 hours after Proposal Closing Time".
- Section C-200, **REPLACE** Section C-200 in its entirety **WITH** the attached.
- Section C-410 Bid Form, **REPLACE** Section C-410 in its entirety **WITH** the attached.
- Section C-451 Qualifications Statement, **REPLACE** Article 5.01 **WITH** "Not Used".
- C-520 AGREEMENT
 - Article 9.02 A – for the bid due date, **REPLACE** "July 16, 2026" **WITH** "July 23, 2026".
- Section C-520 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)
 - Article 7.01 Item A 10-f. **REPLACE** "BABA" **WITH** "BABAA"
 - Article 7.01 Item A 10-g. **REPLACE** "BABA" **WITH** "BABAA"
- Section 00 80 00 (C-800),
 - Page 2, paragraph SC-1.01.A.52, item 52.a. **ADD**, "BABA shall be equivalent to BABAA and throughout the Contract Documents."
- Section 00 80 00 (C-800),
 - **REPLACE** 19.05-A **WITH** the following:

" A. If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include the following SIX GOOD FAITH EFFORTS per 40 CFR

Part 33.301 (EPA DBE Requirements):

1. Placing qualified small, minority, and women's business enterprises (DBEs) on solicitation lists and soliciting them whenever they are potential sources.
2. Making information on forthcoming opportunities available to DBEs and arranging timeframes for contracts and delivery schedules in a way that encourages DBE participation (including posting solicitations for minimum 30 calendar days before bid/quote closing where feasible).
3. Considering in the contracting process whether firms competing for large contracts could subcontract with DBEs, and dividing total requirements (when economically feasible) into smaller tasks or quantities to permit maximum DBE participation.
4. Encouraging contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
5. Using the services and assistance of the federal Small Business Administration (SBA), Minority Business Development Agency (MBDA) of the U.S. Department of Commerce, and Washington State Office of Minority & Women's Business Enterprises (OMWBE).
6. If Contractor awards subcontracts, requiring first-tier subcontractors to take affirmative action steps (items 1-5 above) in awarding lower-tier subcontracts.

Detailed DBE Good Faith Efforts requirements are in Instructions to Bidders Article 27 and Appendix, Attachment B (EPA Funding Exhibits)."

- VOLUME 3, ATTACHMENT B (EPA FUNDING EXHIBITS) – **ADD CROSS-REFERENCE NOTE** at beginning of "SIX GOOD FAITH EFFORTS" section (before § 33.301 text):
 - "NOTE TO BIDDERS AND CONTRACTOR:
The DBE Good Faith Efforts requirements in this Attachment B are implemented in the Contract Documents through:
 - INSTRUCTIONS TO BIDDERS (C-200), ARTICLE 27 – DBE Good Faith Efforts
 - SUPPLEMENTARY CONDITIONS (C-800), ARTICLE 19.05 – Affirmative Action for DBEs
 - BID FORM (C-410), ARTICLE 8.02.A.8 – DBE Acknowledgment

This Attachment provides the federal regulatory text (40 CFR Part 33.301). Article 27 of Instructions to Bidders translates these requirements into enforceable Contractor obligations, documentation requirements, and submittal procedures.

KEY POINTS FOR BIDDERS:

- No specific DBE participation goal (%) is established for this project.
- Requirement is to MAKE and DOCUMENT the six good faith efforts.
- DBE firms certified in WA, OR, or any state are acceptable (if licensed in WA).
- DBE outreach documentation due within 30 days of NTP (not with bid)."

ITEM NO. 3 – VOLUME 2 – TECHNICAL SPECIFICATION REVISIONS

- Section 01 73 00, 1.01 A-1d, **ADD "15)** - pH probe verification procedure per EPA Method 150.3, Section 10.3.3 (grab sample collection and bench-top meter comparison for non-removable

probes). - Reference to DOH Publication 331-620, Monitoring Water Treatment Processes, Section 6.1.2 for best practices."

- Section 33 05 33 2.01, **ADD** "F. Flanges: Provide Type 316 Stainless Steel backing ring at all HDPE flanged connections."
- Section 33 92 20, 2.3 B, **ADD** "Minimum pressure class shall be Pressure Class 150."
- Section 33 95 05 2.2 A, **ADD** "Minimum dimension ratio shall be DR 25."
- Section 40 75 00, **REPLACE** "PART 3 -- NEMANEMANEMANEMANEMANEMANEMANEMANEMANEMAEXECUTION" **WITH** "PART 3 -- EXECUTION".
- Section 40 90 10
 - Paragraph 3.2-D (Page 12). **ADD** "5. "HIGH FILTRATE TURBIDITY ALARM (Indirect Integrity Monitoring). A. Setpoint: 0.050 NTU (per DOH requirements), B. If turbidity >0.050 NTU for >15 minutes: Automatically remove membrane rack from service and generate operator alarm. C. Successful Pressure Decay Test (PDT) required before rack can return to service. D. Rack will not auto-restart; operator must initiate PDT and verify pass before placing rack back online. See Section 46 61 34"
- Section 46 30 00
 - 1.1, **ADD** "F. Provide diaphragm-operated anti-siphon backpressure valves for all chemical feed systems per Washington DOH overfeed protection requirements."
 - 1.1, **ADD** "G. Peristaltic metering pumps (chemical feed pumps), adjacent chemical feeding equipment and piping shall be skid-mounted. A chemical system Vendor Skid, shall be provided by a single supplier. Unless noted otherwise on Drawings, the skid shall contain: valves, piping, strainer, calibration column, flushing connections, pump, pressure sustaining valve, pulsation dampener, pressure indicator, and high-pressure switch. Skid shall be fabricated from corrosion resistant materials suitable for contact with the process fluid."
 - 2.3, **ADD** "K. Calibration Column.
 - 1. Provide where shown on P&ID drawings, 1-Liter capacity minimum, size based on 30-second maximum pumping capacity of single pump, materials compatible with fluid."
 - 2.3 **ADD**, "L. Backpressure Anti-Siphon Valves:
 1. Diaphragm-operated type with spring-loaded check valve and vacuum breaker.
 2. NSF 61 certified for potable water contact.
 3. Sized per chemical feed pump manufacturer recommendations (minimum 1.5× pump discharge pressure rating).
 4. Acceptable manufacturers:
 - a. ASahi-AMERICA,
 - b. George Fischer, Inc.,
 - c. NIBCO Inc. (Chemtrol Division),
 - d. Spears Mfg. Co. (PVC, CPVC, AND PP only).
 5. Install two (2) anti-siphon devices per chemical feed system:
 - a. One on discharge side of chemical metering pump (before injection tubing).
 - b. One at point of application (on injection quill or diffuser assembly).
 6. Refer to P&IDs: 10I-601, 20I-601, 30I-602, 30I-604, 30I-605 for locations."
 - 2.3 **ADD**, "M. Pulsation Dampeners (Peristaltic Pumps):
 1. Provide pulsation dampeners on discharge side of all peristaltic chemical metering pumps to minimize pressure surges and flow pulsations in chemical delivery lines.
 2. Materials:
 - a. Body: Polypropylene, PVDF, or 316 stainless steel.
 - b. Diaphragm/Bladder: EPDM, PTFE, or FKM (Viton), compatible with pumped chemical (sodium hypochlorite, sodium hydroxide, coagulant, etc.).
 - c. Wetted components: NSF 61 certified for potable water contact.
 3. Performance:
 - a. Pressure rating: Minimum 150 psi at 70°F (or greater than maximum pump discharge pressure, whichever is higher).

- b. Volume capacity: Minimum 0.5 liters (or sized per pump manufacturer's recommendation for specific flow rate and tubing size).
 - c. Reduce pulsation amplitude by minimum 80% compared to undampened flow.
 - 4. Connections: Size to match chemical feed pump discharge tubing or piping (typically 1/4" to 1" NPT, hose barb, or flanged connections as required).
 - 5. Installation:
 - a. Install on pump discharge side within 12 inches of pump head.
 - b. Mount vertically (inlet at bottom, outlet at top) or per manufacturer's instructions.
 - c. Provide isolation valves upstream and downstream for service access.
 - 6. Maintenance: Maintenance-free design (sealed bladder or diaphragm); no periodic recharging or adjustment required during normal operation. Accessible for replacement if diaphragm/bladder fails (design life minimum 5 years under normal chemical service).“.
- Section 46 61 34 -- CONTAINERIZED MEMBRANE FILTRATION SYSTEM.
 - PART 1, 1.01 A-2. **REPLACE** “BABA” **WITH** “BABAA” in two locations.
 - PART 1, 1.02 A. **REPLACE** “BABA” **WITH** “BABAA”.
 - 1.01 H-2e, **ADD** “2) Alarm conditions include inadequate initial PDT pressure that will trigger operator notification; rack will not restart until PDT passes successfully.“.
 - 2.17 A 1-g, **ADD** “5) And as shown on ‘SYSTEM,MF,52.029,T96,CARSON’ PID drawing located on page 94 of 100 in Volume 3 Appendix.”.
 - PART 3 – Execution, **ADD** “3.05 Installation, Operation, and Maintenance Manuals. A. Refer to Section 01 73 00.”.
 - PART 3 – Execution, **ADD** “3.06. DEAD-END MEMBRANE OPERATION ENFORCEMENT. 1. Membrane system shall operate in dead-end mode only until DOH issues written approval of log removal value (LRV) for crossflow (Excess) recirculation (XR). 2. Supplier shall output and Owner shall report monthly crossflow recirculation flow meter readings to DOH. Zero flow = compliance with dead-end filtration requirement. 3. Provide operator training on crossflow / XR and mode selection”.
- Section 46 33 50 – PERISTALTIC METERING PUMPS
 - PART 1, 1.1 B. **ADD** reference to “Section 46 30 00 – Chemical Feed Equipment, General”.
 - PART 1, 1.2 B. **REMOVE** “26 29 23 Variable Frequency Drive Units”.
 - PART 1, 1.4, C. **REMOVE** “Tube Performance....” in its entirety.
 - PART 2, 2.1, C. -
 - Pump Head, **REPLACE** “Single Head w/ Spring-loaded Track” **WITH** “Sealed-cartridge w/ factory-set occlusion”.
 - Drive Type, **REVISE** to say “Integrated Variable speed drive”
 - PART 2, 2.2 B. **REPLACE** “Spring-Loaded Track Pump Head” **WITH** “Pump Head Assembly”.
 - PART 2, 2.2 B. 1. a. through c. **REPLACE WITH:**
 - “a. The pump head shall be sealed-cartridge peristaltic type consisting of element type tube and a roller rotor assembly with integral variable speed drive contained within a single, factory-assembled module. Pump requiring field adjustment shall not be acceptable.
 - b. Leak containment shall be integral to pumphead for complete containment in pump cavity, preventing contact with drive and motor, in the event of a tube failure.
 - c. Pump enclosure construction shall be corrosion-resistant and suitable for chemical service specified herein. Coating where required shall be in accordance with Section 09 96 00.10 – High-Performance Coatings. Pump track shall be designed and factory-set for specified discharge pressure.”
 - PART 2, 2.2 B. 2. a. through c. **REPLACE WITH:**

- “a. Wetted element shall be selected by pump manufacturer for chemical compatibility with fluid service as specified herein. Element shall be NSF/ANSI 61 certified where fluid in service contacts potable water.
- b. Non-metallic (thermoplastic elastomer , polyurethane, or EPDM type) compression or threaded fittings, compatible with fluid service shall be supplied by the pump manufacturer for connection of each pump to suction and discharge process lines. The flexible hose shall have all polypropylene fittings required for connection to pump tube element and process lines.”
- PART 2, 2.2 B. 3. **REMOVE** a. through e. and **REPLACE WITH**:
 - “a. The rotor assembly shall be equipped with compression rollers, fully enclosed within the cartridge, factory-set for occlusion and shall not require field adjustment.
 - b. The rotor assembly shall provide full occlusion of the wetter element to prevent backflow or siphoning.
 - c. The rotor shall be direct-coupled to integrated drive.”
- PART 2, 2.2 C.:
 - **REMOVE** 2. and **REPLACE WITH** “2. VFD, motor, gearbox, and controls shall be integrated within a single pump enclosure supplied by the Manufacturer.”
 - **REMOVE** 5. through 7.
 - **ADD** to 9. “...NEMA 4X and constructed of non-metallic, corrosion resistant material suitable for fluid service. Coating may be acceptable in accordance with Section 09 96 00.10 – High-Performance Coatings.”
 - **REPLACE** 10. **WITH** “Drive speed, pumping direction, run and stop and keypad scaling shall be controlled via a integral operator interface mounted on the pump unit or remotely from a SCADA system. Interface shall display at a minimum, run/stop status, speed, measured flow rate, and active alarms Local interface may be deactivated except for stop and start to prevent changes from incidental contact.”
 - **REPLACE** 12. **WITH** “The drive shall provide discrete inputs for remote start/stop. On/off contact shall be functional in either manual or analog mode. Manual or analog mode selectable via keypad.”
- PART 2, 2.2 E. **REPLACE WITH** “Leak Detector: A leak sensor shall be supplied by the pump manufacturer to signal a pump shutdown in the event of a tubing failure.”
- PART 2, 2.5, B. **REMOVE** 1. and 2., and **REPLACE** 3. **WITH** “One (1) complete spare pump head assembly.”

ITEM NO. 4 – VOLUME 3 – APPENDIX

- None

ITEM NO. 5 – VOLUME 4 – CONTRACT DRAWING REVISIONS

- C-101, **ADD** GENERAL NOTE: "STORMWATER MANAGEMENT: Designed per 2024 Stormwater Management Manual for Western Washington (SWMMWW). Detention pond, flow control structure, and flow spreader preserve natural drainage patterns (no on-site infiltration or connection to stormwater infrastructure due to site constraints). Skamania County building permit and septic system permit (OSD-COM-25-001, issued 1/14/2026) approved. Drainage easement secured on downstream property. See Appendix [Vol 3] for permits and stormwater calculations."
- C-501, Detail 3 **ADD** NOTE: 1. Shear gate shall be full opening, circular port furnished with flanged ends. Body, frame, gate, and wedges shall be cast iron. M&H Valve, or equal. Provide compatible lifting handle."
- 30I-602, **ADD** "BPV-0210" upstream from 30-VD-0218. **ADD** "BPV-0220" upstream from 30-VD-0228. **ADD** "BPV-0230" upstream from 30-VD-0238. **DELETE** "PI-0210B", "PI-0220B", and "PI-0230B".

- 30I-604, **ADD** "BPV-0410" downstream from 30-VB-0413. **ADD** "BPV-0420" downstream from 30-VB-0423. **DELETE** "PI-0210B", "PI-0220B", and "PI-0230B".
- 30I-605. **ADD** "BPV-0510" downstream from 30-VD-0514. **ADD** "BPV-0520" downstream from 30-VD-0524.
- 30D-102, **ADD** "BPV-0510" downstream from 30-VD-0514. **ADD** "BPV-0520" downstream from 30-VD-0524, **ADD** "BPV-0410" downstream from 30-VB-0413. **ADD** "BPV-0420" downstream from 30-VB-0423.
- 30D-103, 2 ENLARGED PLAN, **ADD** "BPV-0210" upstream from 30-VD-0218. **ADD** "BPV-0220" upstream from 30-VD-0228. **ADD** "BPV-0230" upstream from 30-VD-0238.
- 30D-307, Section K, **DELETE** "PI-0210B"

ITEM NO. 6 – RFP QUESTIONS/CLARIFICATIONS

- Q1. Please confirm whether restrained wide-range couplings such as Romac ALPHA or HYMAX GRIP are acceptable as the flexible sleeve-type restrained couplings required at pipe penetrations through structures.
- A1. Confirmed. Romac ALPHA or HYMAX GRIP are acceptable flexible couplings at connections to structures
- Q2. Please confirm the required pressure class or thickness class for ductile iron.
- A2. Minimum required pressure class for ductile iron pipe is pressure class 150.
- Q3. Please confirm the required DR or pressure class for PV03 AWWA C900 PVC pressure pipe.
- A3. Minimum dimension ratio for C900 PVC shall be DR 25. Contractor shall note AWWA C900 PVC pressure pipe (PV03) is not specifically called out for any location of piping on the drawings. It is noted as an acceptable material on the pipe schedule (sheet G-603) for potable water (PW), raw water (RW), and utility water (UW) for buried applications 6" and larger and the Contractor may elect to propose PV03 as an alternate material substitution for use on the identified fluid systems if there is an overall benefit to the project, subject to Engineer review and approval.
- Q4. Please confirm the required material and coating for HDPE flange adapter backup rings.
- A4. Backer rings shall be Type 316 stainless steel, no coating is required
- Q5. Please confirm whether washers are required with all flange bolt kits for all piping systems, including ductile iron, carbon steel, stainless steel, HDPE flange adapters, and PVC transition flanges.
- A5. Reference Specification 40 05 01 2.02 for general washer requirements for flange bolt kits. Contractor shall note individual piping or valve specifications may have additional washer requirements.
- Q6. Please confirm the required manufacturer, material, and configuration for the stormwater flow-control shear gate.
- A6. Shear gates shall be full opening, circular port furnished with flanged ends. Body, frame, gate, and wedges shall be cast iron. M&H Valve, or equal.
- Q7. Please confirm whether AWWA C900 PVC pipe furnished with an approved restraint gasket system is acceptable in lieu of the specified Certa-Lok or TerraBrute restrained C900 pipe system.
- A7. Alternates to the specified Certa-Lok or TerraBrute restrained C900 pipe system are acceptable provided the joint restraint mechanism is internal to the pipe joint per Specification 33 95 50 2.2 F. External joint restraint systems for PVC pipes are not allowed.

- Q8. Please confirm whether MJ Grip Ring-type restraints are acceptable for mechanical joint ductile iron fittings and valves.
- A8. MJ Grip Ring-type restraints are not acceptable for mechanical joint ductile iron fittings and valves.
- Q9. Please confirm whether ductile iron MJ fittings with MJ Grip Ring-type restraints are acceptable for use with AWWA C900 PVC pressure pipe where restrained connections are required.
- A9. MJ Grip Ring-type restraints are not acceptable for mechanical joint ductile iron fittings used with AWWA C900 PVC pressure pipe.
- Q10. Article 11 references the subcontractor listing requirements of RCW 39.30.060 for HVAC, plumbing, electrical, structural steel, and rebar installation subcontractors. The Contract Documents also reference Section 00 41 00.01, First-Tier Subcontractor Disclosure Form. We have been unable to locate either the RCW 39.30.060 Subcontractor Listing Form or Section 00 41 00.01, First-Tier Subcontractor Disclosure Form, within the bid package. Please clarify whether these are separate subcontractor disclosure requirements or whether one is intended to satisfy the other. If either or both forms are required for bid responsiveness, please provide the applicable forms and clarify the required subcontractor/supplier categories and submission deadlines.
- A10. RCW 39.30.060 subcontractor disclosure and Section 00 41 00.01 First-Tier Subcontractor Disclosure Form are the SAME REQUIREMENT (not separate obligations). RCW 39.30.060 is the Washington statute; Form 00 41 00.01 (attached to this Addendum No. 02) is the form used to comply.

See Instructions to Bidders ARTICLE 26 (added by this Addendum No. 02) for complete requirements. Summary: ****One form**** (Section 00 41 00.01); ****Five trades**** (HVAC, Plumbing, Electrical, Structural Steel, Rebar); ****Two deadlines**** (1 hour for HVAC/Plumbing/Electrical [3:00 PM July 23]; 48 hours for Steel/Rebar [2:00 PM July 25]); ****Post-bid submission**** (not due with bid; separate sealed envelope after bid opening).

Penalties: 10% bid penalty for late HVAC/Plumbing/Electrical (may be waived for good cause); mandatory disqualification for late Structural Steel/Rebar. Article 11 of Instructions to Bidders has been revised to direct bidders to Article 26.

- Q11. Our bonding agent and owner are asking if it is really necessary for us to provide our reviewed financial statements with our bid on a bonded project? We can understand low bidder or awarded contract, but asking about turning something private like that in with a bid.
- A11. The financial document requirement in Article 5 of C-451 has been removed from the bidder qualification statement.
- Q12. About the Six Good Faith Efforts, should we only be soliciting Washington DBE's or can we use Oregon as well? The list is extensive with regard to the outreach rules and we do this on nearly all of our projects. Is it necessary to do additional steps on top of standard phone call/email outreach to DBE subcontractors for each category of work?
- A12. Geographic scope: WA and OR DBEs (and other states) are acceptable if certified and licensed in WA. Outreach method: Phone/email is acceptable as part of documented good faith efforts; no specific additional steps are mandatory unless initial outreach is unsuccessful, in which case document reasons for lack of DBE participation. Key compliance point: Document your outreach and retain records (email logs, call logs, quote requests, DBE directory searches). The Owner (Skamania PUD) is responsible for reporting DBE participation to EPA/USDA; prime contractors support this by documenting good faith efforts and actual DBE subcontractor awards.

- Q13. Going over the Carson bid specs and looking at the peristaltic pump spec, it does not look like skids were required. Can you please confirm? If they are in a different section, can you please let us know which section it is?
- A13. Chemical pumps, piping, and accessories shall be skid-mounted. See Item No. 3 Technical Specification Revision for Section 46 30 00.
- Q14. Please confirm if the Watson Marlow QDOS pump is acceptable.
- A14. Yes, the Watson Marlow QDOS pump is acceptable. See Item No. 3 Technical Specification Revision for Section 46 33 50.
- Q15. Drawings page C-001, Piping Note #6: Will the two flexible couplings be required at all structure penetrations? Many structures are less than 8' from the next structure.
- A15. Confirmed. Two flexible couplings will be required at all structural penetrations. If spacing between structures is less than 8', spacing of flexible couplings can be modified to fit.

ATTACHMENTS TO ADDENDUM:

- C-200 Instructions to Bidders
- C-410 Bid Form
- Form 00 41 00.01 – First-Tier Subcontractor Disclosure Form (RCW 39.30.060)

**SECTION C-200 – INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION
CONTRACT**

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.
 - B. Domestic Preference – The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.
 - C. AIS - American Iron and Steel (AIS) requirements under the Consolidated Appropriations Act of 2017 (Section 746 Division A of Title VII) mandating for all iron and steel products to be produced in the United States.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in

Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 *Electronic Documents*

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Bluebeam PDF (Revu 21 Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. Construction Plans and Specifications
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications as described in C-451 Qualifications Statement.
 - F. Owner in its sole discretion will determine if a bidder is qualified to do the advertised work.
- 3.02 *DELETED.*
- 3.03 Bidders must meet the Mandatory Bidder Responsibility Criteria as defined by Revised Code of Washington (RCW) 39.04.350(1).
- A. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters.
 - B. Have a current state unified business identifier number.
 - C. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
 - D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
 - E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
 - F. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities

that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption.

- G. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE.

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Engineering Report (GER).
 - a. As set forth in the Supplementary Conditions, the GER describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GER are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GER, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GER is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GER is a Contract Document containing data prepared by or for the Owner in support of the GER.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.

- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: John Shields, Water System Operator, jshields@skamaniapud.com, 541.490.4643. Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. Adam Odell, PE; adam.odell@stantec.com.

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ~~100~~ 10 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Deleted.
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 Deleted.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by

Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. Each such request shall include the Manufacturer’s Certification provided in these construction Contract Documents. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include manufacturer’s Certification letter to Document compliance with Domestic Preference requirements. Refer to Manufacturer’s Certification letter provide in these contract Documents.

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 ~~Deleted~~See ARTICLE 26.

~~11.02 For projects that cost an estimated \$1 million or more: Each bidder must submit a list of all subcontractors for HVAC, plumbing, or electrical work, structural steel installation, and rebar installation (RCW 39.30.060). The list for HVAC, plumbing, and electrical must be submitted within one hour after the bid submittal deadline. The list for structural steel and rebar installation must be submitted within 48 hours after the bid submittal deadline. The bidder may also submit itself for any of these categories and/or may submit the list at the time the bid is submitted.~~

~~A. Key categories include: Microfiltration supplier, chemical feed system supplier, electrical subcontractor, onsite septic supplier, diesel generator and ATS supplier, HVAC subcontractor, fire protection subcontractor, mechanical subcontractor and SCADA integrator.~~

~~11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.~~

~~11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the~~

~~Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.~~

~~11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in General Conditions 7.07A.~~

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each Bid item and alternate item listed therein.

B. Deleted.

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must

certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

- 12.13 Bid documents must also include a signed certification letter stating that the Containerized Membrane Filtration System as specified in 46 61 34 complies with the American Iron and Steel and ~~BABA~~BABAA requirements. Note: no waivers will be granted for this equipment. Bids that do not contain the certification will be considered a non-responsive bid and will result in disqualification.

ARTICLE 13—BASIS OF BID

13.01 *Deleted*

13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for each Base Bid Item and include a separate lump sum price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to the Base Bid if Owner selects either alternate.
- B. The award of the Bid will be to a single contractor and will be based on the lowest total responsive and responsible Base Bid. The Owner may or may not choose an Additive Alternate.

13.03 *Deleted*

13.04 *Deleted*

13.05 *Deleted*

13.06 *Deleted*

13.07 *Deleted*

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid 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 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 If the lowest responsive bid is higher than the PUD's budget of \$12M, the Notice of Award may be delayed up to 90 days after issuance of the Intent to Award.
- 18.02 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.03 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.04 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.05 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.06 *Evaluation of Bids*
 - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.~~

C. Deleted

D. Deleted

E. Deleted

F. Deleted

18.07 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.08 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions. The

Successful Bidder must sign the Owner's Agreement as presented by the Owner. The Owner is not required to accept any changes to the Agreement.

ARTICLE 21—SALES AND USE TAXES

21.01 The Owner is subject to Washington State Sales and Use Taxes on materials and equipment used in the work.

ARTICLE 22—FEDERAL REQUIREMENTS

22.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

22.02 Federal requirements in Article 19 of the Supplementary Conditions and funding requirements included in attachments to the bid documents apply to this Contract.

22.03 Contract Wage Hours and Safety Standards Act (CWHSSA): Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in 29 CFR Part 5 and 2 CFR 200 Appendix II(E).

22.04 The applicable effective date for prevailing wages is the bid due date of July 91623, 2026.

ARTICLE 23—BIDDER RESPONSIBILITY CRITERIA (RCW 39.04.350)

23.01 Before award, the apparent low bidder must meet all responsibility criteria in RCW 39.04.350, including:

A. Valid contractor registration per RCW 18.27 (general contractors) or applicable trade license (RCW 18.106 plumbing, RCW 19.28 electrical, RCW 70.87 elevator).

B. Current State Unified Business Identifier number.

C. Industrial insurance (L&I), Employment Security Department number, and state excise tax registration.

D. Not disqualified from bidding under RCW 39.06.010 or RCW 39.12.065(3).

E. If project subject to apprentice utilization (RCW 39.04.320), not found out of compliance with apprenticeship ratio/supervision requirements in the 12 months preceding bid.

F. Completion of prevailing wage training per RCW 39.04.350(1)(f), OR exemption (≥3 public works projects completed AND ≥3 years WA business license). Bidder shall certify training completion or exemption on Bid Form.

G. No willful violations of wage payment laws (RCW 49.46, 49.48, 49.52) in the 3 years preceding bid, as determined by final L&I citation or court judgment.

H. No revocation of minor work permit per RCW 49.12.390(4) (effective July 1, 2026).

~~23.02 Bidder shall submit SWORN STATEMENT OF BIDDER RESPONSIBILITY (Form 00-45 15) with bid, verifying under penalty of perjury compliance with criteria (7) and (8) above,~~

per RCW 39.04.350(2)- Bidder shall confirm BIDDER RESPONSIBILITY with Section C-451, verifying compliance per RCW 39.04.350.

- A. Owner may request additional documentation to verify responsibility criteria. Failure to provide documentation within the time specified may result in a determination of non-responsibility.

ARTICLE 24—BUILD AMERICA, BUY AMERICA ACT (BABAA) REQUIREMENTS

24.01 FUNDING SOURCE AND APPLICABILITY

- A. This Project is funded in part by:
 - 1. United States Department of Agriculture (USDA) Rural Development grant
 - 2. U.S. Environmental Protection Agency (EPA) grant
- B. Federal funding requires compliance with Build America, Buy America Act (BABAA), enacted November 15, 2021 (Pub. L. 117-58, Section 70901 et seq.).
- C. BABAA applies to ALL iron, steel, manufactured products, and construction materials incorporated into the Project, regardless of value or whether specific item is paid with federal or local funds (entire Project is subject to BABAA if any portion is federally funded).

24.02 SUMMARY OF REQUIREMENTS

- A. **IRON AND STEEL PRODUCTS:** All iron or steel products used in the Project (including structural steel, reinforcing steel, piping, valves, tanks, handrails, grating, conduit, etc.) shall be produced in the United States. This means ALL manufacturing processes—from initial melting through final product formation—must occur in the U.S.
- B. **MANUFACTURED PRODUCTS:** All manufactured products (including pumps, membrane systems, motors, control panels, HVAC equipment, geomembranes, doors, windows, etc.) shall be manufactured in the United States, meaning:
 - a. Product is assembled in the United States, AND
 - b. More than 55% of the total cost of product components is attributable to components manufactured in the United States.
- C. **CONSTRUCTION MATERIALS:** All construction materials (non-ferrous metals, plastic/polymer products, glass, lumber, drywall, etc.) shall have all manufacturing processes occur in the United States.

24.03 BIDDER RESPONSIBILITIES

- A. Bidders shall investigate and verify that all products and materials proposed for use in the Work comply with BABAA requirements.
- B. Bidders shall include in Base Bid price and Additive Alternate prices the full cost of providing BABAA-compliant products, including any premium cost compared to foreign-sourced alternatives.
- C. Bidders proposing products that do NOT comply with BABAA must notify Owner in writing BEFORE bid opening. Owner will determine whether to seek a waiver from USDA/EPA (see Part D below). If waiver is not obtained, Bidder must provide BABAA-compliant alternate at Bidder's expense.

24.04 WAIVERS

- A. BABAA waivers may be available if:
 - 1. Product is not produced in U.S. in sufficient quantity or quality (nonavailability waiver), OR
 - 2. U.S.-produced product costs more than 25% higher than foreign alternative (unreasonable cost waiver), OR
 - 3. Application of BABAA is inconsistent with public interest (rare; discretionary).
- B. Waiver requests are submitted by OWNER (not Contractor) to USDA and EPA.
- C. Contractor may NOT assume waiver will be granted. If Contractor bids non-compliant product without advance coordination with Owner and waiver is denied, Contractor shall provide compliant product at Contractor's expense (no change order).

24.05 CONTRACT REQUIREMENTS

- A. Detailed BABAA compliance procedures, submittal requirements, and certifications are specified in:
 - 1. Section ~~01 42 19~~ 01 42 18 – Build America, Buy America Act Compliance
 - 2. Applicable technical specification sections
- B. Bidders are responsible for reviewing these requirements and pricing accordingly.

24.06 ENFORCEMENT

- A. Owner will reject any product that does not comply with BABAA (unless waiver obtained).
- B. If non-compliant product is installed, Contractor shall remove and replace with compliant product at Contractor's expense, regardless of construction progress or Project schedule impact.
- C. Noncompliance discovered during USDA/EPA audit may result in federal funding clawback (Owner required to return grant funds). Owner reserves right to seek reimbursement from Contractor for funding losses due to Contractor's BABAA noncompliance.

ARTICLE 25—BASIS-OF-DESIGN EQUIPMENT

25.01 *BASIS-OF-DESIGN EQUIPMENT – MEMBRANE FILTRATION SYSTEM*

- A. The containerized membrane filtration system is designed based on the Aria Filtra "Aria FAST T96" mobile membrane filtration trailer, which includes integrated filtrate storage tank and filtrate forwarding pumps.
- B. Bidders may propose alternate containerized membrane filtration systems from approved equal manufacturers (see Technical Specification Section 46 61 34, Part 1.01.B.4), subject to the following conditions:
 - 1. Bidder/Contractor is responsible for ALL costs associated with redesign, engineering, additional equipment, and integration required to accommodate 15 the alternate system.

2. If the alternate system does not include components that are integrated in the Aria Filtra T96 (such as filtrate storage tank and high-service filtrate pumps), Bidder must include the cost of providing equivalent components (e.g., a separate filtrate pump station) in the Base Bid. No change orders or additional compensation will be granted for such equipment or design work.
 3. Refer to Technical Specification Section 46 61 34, Part 1.01.B.5 for complete requirements and examples of Contractor responsibilities for alternate systems.
- C. Bidders are advised to carefully review Section 46 61 34 before pricing alternate membrane systems to ensure all required components and design services are included in the bid price.

ARTICLE 26—FIRST-TIER SUBCONTRACTOR DISCLOSURE (RCW 39.30.060)

26.01 REQUIREMENT

- A. Washington law (RCW 39.30.060) requires bidders to disclose names of first-tier subcontractors for certain trades BEFORE contract award. Failure to comply will result in bid penalties or disqualification.
- B. This Article 26 implements RCW 39.30.060 and supersedes any prior references to subcontractor disclosure requirements in these Instructions to Bidders (including Article 11). For clarity: RCW 39.30.060 subcontractor listing and the First-Tier Subcontractor Disclosure Form (Section 00 41 00.01) are the SAME REQUIREMENT.
- C. Bidders submit ONE form (Form 00 41 00.01) to satisfy the statutory obligation.

26.02 TRADES REQUIRING DISCLOSURE

- A. Bidders must disclose first-tier subcontractors for the following trades (if work is to be subcontracted):
 1. HVAC (Heating, Ventilation, Air Conditioning) per RCW 18.106
 2. Plumbing per RCW 18.106
 3. Electrical per RCW 19.28
 4. Structural Steel Installation
 5. Reinforcing Steel (Rebar) Installation

26.03 DEADLINES

- A. HVAC, PLUMBING, ELECTRICAL SUBCONTRACTORS: Bidder shall submit First-Tier Subcontractor Disclosure Form within ONE (1) HOUR after bid submittal deadline.
- B. STRUCTURAL STEEL AND REBAR INSTALLATION SUBCONTRACTORS: Bidder shall submit First-Tier Subcontractor Disclosure Form within FORTY-EIGHT (48) HOURS after bid submittal deadline.

26.04 FORM AND SUBMISSION METHOD

- A. Bidders shall use Form 00 41 00.01 (First-Tier Subcontractor Disclosure Form), included in Addendum No. 2.
- B. Submit completed form in SEALED ENVELOPE labeled: "FIRST-TIER SUBCONTRACTOR DISCLOSURE – CARSON WTP – [BIDDER NAME]"
- C. Deliver to:

Skamania County PUD
1492 Wind River Highway
Carson, WA 98610
Attention: Melanie Sharp
- D. Envelope shall be separate from bid package (do NOT include with bid; Owner will not open envelope until after bid tabulation).

26.05 CONTENT REQUIREMENTS

- A. For each subcontractor listed, provide:
 - 1. Subcontractor's legal business name
 - 2. Trade category (HVAC, Plumbing, Electrical, Structural Steel, or Rebar)
 - 3. Washington State Unified Business Identifier (UBI) number
 - 4. Washington State Contractor Registration Number or Trade License Number

26.06 NO SUBCONTRACTOR" DISCLOSURE

- A. If Bidder intends to self-perform work (no subcontractor for a listed trade), OR if Contract does not include work in a listed trade (e.g., no structural steel), Bidder shall still submit disclosure form with notation:

"N/A – Bidder will self-perform [trade]"

OR

"N/A – Project does not include [trade] work"

Failure to submit form (even with "N/A" entries) may result in penalty or disqualification.

26.07 PENALTIES FOR NON-COMPLIANCE

- A. LATE HVAC/PLUMBING/ELECTRICAL DISCLOSURE:
 - 1. Owner may assess penalty equal to TEN PERCENT (10%) of Bidder's total bid price.
 - 2. Owner may waive penalty for good cause shown (Bidder must submit written explanation of delay and demonstrate reasonable efforts to comply).

3. If penalty assessed, amount will be deducted from first progress payment or withheld from final payment.

B. LATE STRUCTURAL STEEL/REBAR DISCLOSURE:

1. Bid becomes INELIGIBLE for award (mandatory disqualification per RCW 39.30.060(2)).
2. No waiver permitted; Owner must reject bid.

C. INCOMPLETE OR INACCURATE DISCLOSURE:

1. Owner may reject bid as non-responsive if disclosure omits required information or lists ineligible entities (e.g., material suppliers instead of installation subcontractors, unlicensed subcontractors).

26.08 SUBCONTRACTOR SUBSTITUTION RESTRICTIONS

A. HVAC, PLUMBING, ELECTRICAL SUBCONTRACTORS: Per RCW 39.30.060(4), Bidder may NOT substitute a disclosed HVAC, Plumbing, or Electrical subcontractor after bid opening without Owner's written consent. Substitution requests will be considered only if:

1. Disclosed subcontractor refuses to enter into subcontract (provide written evidence: subcontractor's letter declining work, email stating unavailability, etc.).

OR

2. Disclosed subcontractor becomes ineligible (license revoked, business dissolved, bonding capacity insufficient).

OR

3. Owner directs substitution due to disclosed subcontractor's poor performance record or safety violations.

Unauthorized substitution is grounds for contract termination.

B. STRUCTURAL STEEL AND REBAR SUBCONTRACTORS: RCW 39.30.060 does not prohibit substitution, but Owner reserves right to require verification that substitute subcontractor is qualified and properly licensed.

26.09 BIDDER'S RELIANCE ON SUBCONTRACTOR REPRESENTATIONS: Per RCW 39.30.060(5), Bidder may rely on subcontractor's representations regarding licensing status and need not independently verify licenses. However, if subcontractor is later found to be unlicensed, Bidder must substitute a licensed subcontractor at Bidder's expense (no change order or time extension).

26.10 POST-AWARD VERIFICATION: After contract award, Owner will verify that disclosed subcontractors hold valid Washington State contractor registrations and trade licenses. If any subcontractor is unlicensed, Contractor shall immediately substitute a licensed subcontractor per Article 26.08."

ARTICLE 27—DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS

27.01 APPLICABILITY: This project is funded in part by U.S. Environmental Protection Agency (EPA) Clean Water State Revolving Fund (CWSRF) and U.S. Department of Agriculture (USDA) Rural Development grants. Federal funding requires compliance with Disadvantaged Business Enterprise (DBE) Good Faith Efforts per:

49 CFR Part 26 (DOT DBE Program)

40 CFR Part 33.301 (EPA DBE Requirements)

Full text of requirements is in Appendix, Attachment B (EPA Funding Exhibits).

27.02 DBE DEFINITION: "Disadvantaged Business Enterprise (DBE)" means a for-profit small business concern:

- A. That is at least 51% owned by one or more socially and economically disadvantaged individuals (women, minorities, or other disadvantaged persons per 49 CFR 26.5), OR, in the case of a corporation, at least 51% of stock is owned by such individuals; AND
- B. Whose management and daily business operations are controlled by one or more such individuals; AND
- C. That is certified as a DBE by:
 - 1. Washington State Office of Minority & Women's Business Enterprises (OMWBE), OR
 - 2. Another state DBE/MBE/WBE certification program participating in the Unified Certification Program (UCP) per 49 CFR Part 26 Subpart E (e.g., Oregon COBID, California DGS, Idaho purchasing), OR
 - 3. U.S. Small Business Administration (SBA) 8(a) program.

27.03 GEOGRAPHIC SCOPE – DBE CERTIFICATION FROM ANY STATE ACCEPTABLE: Bidders may solicit and utilize DBE-certified firms from Washington, Oregon, or any other state, provided:

- A. Firm holds valid DBE, MBE, WBE, or SBE certification from a recognized state or federal certifying agency.
- B. Firm is eligible and properly licensed to perform work in Washington State (holds Washington contractor registration per RCW 18.27 and applicable trade licenses per RCW 18.106 [HVAC/plumbing], RCW 19.28 [electrical], etc.).

27.04 SIX GOOD FAITH EFFORTS (REQUIRED): Bidders and prime contractors are required to make the following six good faith efforts when procuring construction, equipment, services, and supplies, even if no specific DBE participation goal is established for this project:

- A. EFFORT 1: OUTREACH AND AWARENESS: Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes:-

1. Placing qualified DBEs on solicitation lists (use OMWBE directory: <https://omwbe.wa.gov>, Oregon COBID directory, etc.).
 2. Soliciting DBE firms whenever they are potential sources for subcontracts or material supply (HVAC, plumbing, electrical, concrete, steel fabrication, excavation, trucking, etc.).
- B. EFFORT 2: INFORMATION AND TIMING: Make information on forthcoming subcontracting opportunities available to DBEs and arrange timeframes for contracts and delivery schedules in a way that encourages DBE participation. This includes:
1. Providing adequate notice to DBE firms (ideally 30+ calendar days before quotes are needed).
 2. Avoiding "last-minute" solicitations that prevent DBEs from preparing competitive quotes.
- C. EFFORT 3: SUBCONTRACTING AND SCOPE DIVISION: Consider in the contracting process whether large contracts could be divided into smaller tasks or quantities to permit maximum DBE participation. Examples:
1. Breaking concrete work into foundation, flatwork, and structural packages.- Separating electrical work by building or system (rather than single contract for all electrical).
 2. Providing material supply opportunities separate from installation (e.g., pipe supply vs. pipe installation).
- D. EFFORT 4: ENCOURAGE DBE CONSORTIUMS: Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually. Example:
1. If no single DBE mechanical contractor can handle full HVAC scope, encourage joint venture between two DBE HVAC firms.
- E. EFFORT 5: USE ASSISTANCE RESOURCES: Use services and assistance of the following organizations to identify qualified DBE firms:
1. U.S. Small Business Administration (SBA): <https://www.sba.gov>
 2. Minority Business Development Agency (MBDA), U.S. Dept. of Commerce: <https://www.mbda.gov>
 3. Washington State Office of Minority & Women's Business Enterprises (OMWBE): <https://omwbe.wa.gov>
 4. Oregon Certification Office for Business Inclusion & Diversity (COBID): <https://www.oregon.gov/boli/employers/pages/cobid.aspx>
- F. EFFORT 6: REQUIRE SUBCONTRACTORS TO TAKE AFFIRMATIVE STEPS: If prime contractor awards subcontracts, require first-tier subcontractors to also

take affirmative steps (Efforts 1-5 above) to solicit and utilize DBE firms as lower-tier subcontractors or suppliers.

27.05 NO SPECIFIC DBE GOAL; DOCUMENTATION REQUIRED

- A. This project does NOT establish a specific DBE participation goal (percentage of contract value). However, federal regulations require that good faith efforts be made and documented.
- B. Bidders are NOT required to submit DBE outreach documentation with bid. However, apparent low bidder and awarded contractor SHALL maintain documentation of DBE good faith efforts and make available to Owner upon request for EPA/USDA reporting and audit purposes.

27.06 POST-AWARD DOCUMENTATION (CONTRACTOR RESPONSIBILITY): Within 30 days of Notice to Proceed, Contractor shall submit to Owner:

- A. DBE OUTREACH LOG documenting good faith efforts made during bidding, including:
 - 1. List of DBE firms solicited (firm name, certification agency, trade/scope, contact person, phone/email).
 - 2. Date(s) of outreach (emails sent, calls made).
 - 3. Responses received:
 - a. DBE quotes received (attach quotes).
 - b. DBEs that declined to quote (note reason if provided: too busy, not interested in scope, bonding capacity insufficient, etc.).
 - c. DBEs that did not respond (note follow-up attempts).
 - 4. If no DBE firms were identified for a trade category: Documentation of database search (e.g., "Searched OMWBE directory for certified DBE structural steel fabricators within 100 miles of Carson, WA; zero results").
- B. DBE PARTICIPATION SUMMARY (updated quarterly with progress payment applications):
 - 1. List of DBE subcontractors/suppliers actually utilized on project (firm name, certification number, scope, contract value).
 - 2. Payments made to DBE firms to date.
 - 3. If zero DBE participation: Brief explanation (e.g., "No DBE quotes received despite outreach to 12 firms per attached log; scopes awarded to low responsive non-DBE bidders").

27.07 OWNER REPORTING TO EPA/USDA

- A. Owner (Skamania PUD) is responsible for reporting DBE participation to EPA and USDA as condition of grant funding. Contractor's documentation supports Owner's reporting obligations.

27.08 NO PENALTY FOR LACK OF DBE PARTICIPATION

- A. Failure to achieve DBE participation is NOT grounds for bid rejection or contract default, provided Contractor documents good faith efforts per Article 27.06. The requirement is to MAKE THE EFFORTS, not to achieve a specific outcome.

27.09 NON-DISCRIMINATION

- A. Contractor shall not discriminate against DBE firms or restrict DBE firms from providing quotes to other bidders (per 49 CFR 26.7 and federal civil rights laws). Violation may result in suspension/debarment from federally funded projects.”

SECTION C410 – BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Skamania County PUD No. 1, 1492 Wind River Hwy, Carson, Washington 98610.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 This project will be partially funded with Federal funds from the United States Department of Agriculture, Rural Development and the US Environmental Protection Agency and therefore is subject to the Federal laws and regulations associated with these programs. By submitting a bid, the bidder agrees to comply with these programs.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors in accordance with RCW 39.30.060;
 - C. Proposed Supplier/Subcontractor for the welded steel tank;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement C-451 with supporting data;
 - G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
 - H. If the Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
 - I. If the Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.
 - J. If the public works contract is awarded after July 1, 2024 and the contract price is in excess of \$2,000,000, provisions of the Washington State Apprenticeship Act which includes minimum Apprenticeship Utilization Requirements (AURs), incentives and penalties as described in RCW 39.04.320, RCW 39.04.340 and RCW 39.04.350 apply.
 - K. Signed certification of Good Faith Efforts, Contract Language Administration and Contract Language.
 - L. Signed certification of Sworn Statement of Compliance with Small, Women and Minority Business Utilization Requirements.
 - M. Signed Certification Regarding Lobbying Activities

- N. Signed certification letter stating that the Containerized Membrane Filtration System as specified in 46 61 34 complies with the American Iron and Steel and BABA requirements. Note: no waivers will be granted for this equipment.

ARTICLE 3—BASIS OF BID—BASE BID LUMP SUM AND ADDITIVE ALTERNATE LUMP SUM BIDS

Bidders must submit lump sum prices for each Base Bid Item and each Additive Alternate Bids. The award of the Bid will be to a single contractor and will be based on the lowest total responsive and responsible Base Bid. The Owner may or may not choose to award an Additive Alternate.

A. Base Bid - Lump Sum Bids

Item 1: Lump Sum Bid Price	\$
Item 2: Trench Excavation Safety Systems Lump Sum Price <u>(See Section 31 23 16.13)</u>	\$
Item 3: Washington State Sales & Use Taxes (7.7%) Lump Sum Price	\$
Total Base Bid Price	\$

B. Additive Alternate Lump Sum Bids (see description in 01 10 00 Summary of Work)

Alternate A – Canopy (Additive)	\$
Alternate A - Washington State Sales & Use Taxes	\$
Total Additive Alternate A Bid Price	\$
Alternate B – Standby Generator (Additive)	\$
Alternate B - Washington State Sales & Use Taxes	\$
Total Additive Alternate B Bid Price	\$

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of calendar days indicated in the Agreement.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **Add rows as needed. Bidder is to complete table.**

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work including all Domestic Preference requirements and Washington State Apprenticeship Utilization Requirements.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. BIDDER CERTIFICATIONS (RCW 39.04.350)

[] Bidder (or designated employee _____) completed WA prevailing wage training approved by L&I.

OR

[] Bidder qualifies for training exemption: ≥3 public works projects completed in WA AND ≥3 years WA business license held.

 - a. Bidder acknowledges false certification may result in disqualification and debarment.
6. BUILD AMERICA, BUY AMERICA ACT (BABAA) CERTIFICATION
 - a. Bidder certifies:

- 1) Bidder has reviewed Build America, Buy America Act (BABAA) requirements in Section 01 42 18 and Appendix [Vol 3, Attachments A & B].
- 2) Bidder understands that all iron, steel, manufactured products, and construction materials incorporated into the Work must comply with BABAA (produced in the United States) unless a waiver is obtained from USDA/EPA.
- 3) Bidder's Base Bid price and Additive Alternate prices include full cost of BABAA-compliant materials and products.
- 4) Bidder identifies the following products (if any) that do NOT comply with BABAA and for which Bidder requests Owner to pursue waiver:

Product Description:

 Manufacturer/Country of Origin:

 Reason for Noncompliance:

 Estimated Cost Premium if U.S.-Compliant Product Required: \$_____

(Attach additional sheets if needed)

- 5) If no products listed above, Bidder certifies that all products proposed for the Work are BABAA-compliant to the best of Bidder's knowledge based on manufacturer representations.
- 6) Bidder acknowledges that false certification may result in bid rejection, contract termination, or debarment from future public works contracts.

7. MEMBRANE FILTRATION SYSTEM ACKNOWLEDGMENT

- a. Bidder acknowledges that the containerized membrane filtration system is based on the Aria Filtra T96 trailer, which includes integrated filtrate storage tank and filtrate forwarding pumps. If Bidder's price is based on an alternate membrane system, Bidder confirms that the Base Bid price includes ALL costs for: Redesign and engineering (stamped by Washington-licensed PE); Additional equipment required for equivalent functionality (e.g., external filtrate pump station if alternate system does not include integrated filtrate pumps); Integration with site layout, electrical, controls, and SCADA systems; Regulatory review and permitting updates.
- b. Bidder understands that NO CHANGE ORDERS or additional compensation will be granted for redesign or equipment required to implement an alternate membrane system.

BIDDER'S PROPOSED MEMBRANE SYSTEM MANUFACTURER:

 (IF ARIA FILTRA T96, WRITE "ARIA FILTRA – BASIS OF DESIGN")

8. 8.02.A.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS ACKNOWLEDGMENT

- a. Bidder acknowledges that this project is funded in part by EPA and USDA grants requiring compliance with Disadvantaged Business Enterprise (DBE) Good Faith Efforts per 40 CFR Part 33.301.
- b. Bidder has reviewed DBE Good Faith Efforts requirements in Instructions to Bidders Article 27 and Appendix, Attachment B (EPA Funding Exhibits).
- c. Bidder understands that the six good faith efforts must be documented and made available to Owner for EPA/USDA reporting, even if no specific DBE participation goal is established.
- d. Bidder certifies that DBE firms from Washington, Oregon, or any state with valid DBE/MBE/WBE certification and Washington contractor licensing are eligible for participation in this project.
- e. Bidder will maintain DBE outreach documentation (solicitation lists, emails, quotes, declinations) and submit DBE Outreach Log and Participation Summary to Owner within 30 days of Notice to Proceed per Instructions to Bidders Article 27.06.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

FORM 00 41 00.01 - FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

(Required by RCW 39.30.060)

PROJECT: Carson Water Treatment Plant Upgrade

OWNER: Public Utility District No. 1 of Skamania County

BID OPENING DATE: See Section C-111

BIDDER INFORMATION:

Bidder Name: _____

Bidder Address: _____

Bidder UBI No.: _____ Bidder Phone: _____

INSTRUCTIONS:

1. List first-tier subcontractors for the trades checked below.
2. If you will self-perform a trade, check "Self-Perform."
3. If project does not include work in a trade, check "N/A – Not in Project."
4. Submit this form in SEALED ENVELOPE labeled "FIRST-TIER SUBCONTRACTOR DISCLOSURE" to Skamania County PUD by the deadlines below.

DEADLINES (per RCW 39.30.060):

- HVAC, Plumbing, Electrical: Within 1 HOUR after Proposal Closing Time
- Structural Steel, Rebar: Within 48 HOURS after Proposal Closing Time

A. HVAC (HEATING, VENTILATION, AIR CONDITIONING)

[] Subcontractor (complete below):

Subcontractor Name: _____

Business Address: _____

UBI No.: _____ License No.: _____

Trade: HVAC (RCW 18.106)

☐ Self-Perform (Bidder will perform HVAC work with own forces)

☐ N/A – Project does not include HVAC work

B. PLUMBING

☐ Subcontractor (complete below):

Subcontractor Name: _____

Business Address: _____

UBI No.: _____ License No.: _____

Trade: Plumbing (RCW 18.106)

☐ Self-Perform (Bidder will perform plumbing work with own forces)

☐ N/A – Project does not include plumbing work

C. ELECTRICAL

☐ Subcontractor (complete below):

Subcontractor Name: _____

Business Address: _____

UBI No.: _____ License No.: _____

Trade: Electrical (RCW 19.28)

☐ Self-Perform (Bidder will perform electrical work with own forces)

☐ N/A – Project does not include electrical work

D. STRUCTURAL STEEL INSTALLATION

☐ Subcontractor (complete below):

Subcontractor Name: _____

Business Address: _____

UBI No.: _____ Contractor Registration No.: _____

Scope: Structural Steel Installation

☐ Self-Perform (Bidder will install structural steel with own forces)

☐ N/A – Project does not include structural steel work

E. REINFORCING STEEL (REBAR) INSTALLATION

☐ Subcontractor (complete below):

Subcontractor Name: _____

Business Address: _____

UBI No.: _____ Contractor Registration No.: _____

Scope: Reinforcing Steel (Rebar) Installation

☐ Self-Perform (Bidder will install rebar with own forces)

☐ N/A – Project does not include rebar work

BIDDER CERTIFICATION:

I certify under penalty of perjury that:

1. The subcontractors listed above are the entities with whom Bidder intends to subcontract for the listed trades if awarded the Carson WTP contract.

2. Information provided is true and accurate to the best of my knowledge.

3. I understand that failure to submit this form by the statutory deadlines may result in a 10% bid penalty (HVAC/Plumbing/Electrical) or bid disqualification (Structural Steel/Rebar).

4. I understand that substitution of listed HVAC, Plumbing, or Electrical subcontractors after bid opening requires Owner's written consent per RCW 39.30.060(4).

Bidder's Authorized Representative: _____

Print Name and Title: _____

Signature: _____ Date: _____

FOR OWNER USE ONLY:

Date/Time Received: _____ Received by: _____

HVAC/Plumbing/Electrical Disclosure:

☐ Timely ☐ Late – 10% penalty assessed ☐ Waived

Structural Steel/Rebar Disclosure (48-hour deadline):

☐ Timely ☐ Late – Bid ineligible for award