Rear Mitigation Rainbow Trout and Deliver
Bid No. 17-03

**Formal Bid Package Outline / Requirements**

- Section A. Advertisement for Bids
- Section B. Instructions to Bidders
- Section C. Proposal Form
- Section D. Technical Specifications
- Section E. Contract
- Section F. Proposal Bond
- Section G. Performance Bond
SECTION A: ADVERTISEMENT FOR BIDS

Sealed bids will be received by Public Utility District No. 1 of Lewis County at the office of the District at 321 N.W. Pacific Avenue, Chehalis, Washington 98532, on January 11, 2017 until 11:00 a.m., at which time they will be opened and read aloud for the following:

**Obtain and rear rainbow trout fry or fingerlings for approximately one year to an acceptable size and deliver to release sites at the Cowlitz Falls Project Reservoir, known as Lake Scanewa. The specific rearing requirements and delivery schedules are listed in the attached specifications.**

Bid and contract documents, including drawings, are available on the District’s website [http://www.lcpud.org/pud/rfp-list](http://www.lcpud.org/pud/rfp-list). Specifications are included with the bid documents. Bids are to be made on all items covered in the proposal, for the complete work.

Each bid shall be accompanied by a certified check or bid bond, payable to the order of Public Utility District No. 1 of Lewis County in the sum of 5% of the total amount of the bid, to be forfeited to the District by the successful bidder in case the bidder fails to enter into a contract and files an acceptable surety bond in the sum of the contract price to fulfill the conditions of the contract within ten (10) days from the date on which the bidder is notified. No bidder may withdraw its bid after the hour set for the opening thereof or before contract award unless the award is delayed for a period exceeding thirty (30) days.

All proposals must be made on the District’s Proposal form and in accordance with the Instructions to Bidders. Bids shall be identified on the outside of the envelope as **SEALED BID NO. 17-03, OPENING DATE JANUARY 11, 2017, 11:00 A.M.**

Public Utility District No. 1 of Lewis County reserves the right to reject any or all bids, to waive all informalities in the bidding and to accept and split the award on an item basis unless the bidder so states in the bid that the bid is for all items or none. Public Utility District No. 1 of Lewis County also reserves the right to accept the bid which the Commission feels will be in the best interest of the District regardless of bid price, and bidders by submitting bids agree to this condition.

Dated this 9th day of December 2016.

PUBLIC UTILITY DISTRICT NO.1 OF LEWIS COUNTY

______________________________
Robert Geddes, Manager

(Publish 12/15/16 and 12/22/16)
SECTION B: INSTRUCTIONS TO BIDDERS

1. **Instructions and Bid Requirements.** Bidders will observe the following instructions. These instructions are supplemental and in addition to those contained in the “Advertisement for Bids” and must be observed in preparing bids.

2. **Bid Documents.** Complete contract documents, including all drawings and specifications, are on the District’s website [http://www.lcpud.org/pud/rgfp-list](http://www.lcpud.org/pud/rgfp-list).

3. **Bids.** Bids must be for the items and/or alternates as specified by the Contract Documents. No bid for less than one complete job item will be considered. Alternate bids not called for in the specifications will be considered at the discretion of the District.

4. **Bid Forms.** Bids shall be made upon the Proposal forms herein furnished with all details completely and properly filled out. The Contract will be drawn on the Contract form bound herewith. Bid Proposal Form must be filled in with ink or typewritten, with signatures in longhand. No alterations or interlineations will be permitted, unless made before submission and initialed and dated. Any alternate proposals shall be submitted as separate items but may be enclosed with the “Proposal” bid.

5. **Submission of Bids.** All bids must be sealed, addressed to and deposited with the Executive Assistant of the District at 321 N.W. Pacific Avenue, Chehalis, Washington 98532 on or before the day and hour set for opening of bids in the “Advertisement for Bids.” Said bids shall each be marked “SEALED BID NO. 17-03, OPENING DATE JANUARY 11, 2017, 11:00 A.M.” and identified on the envelope as such.

6. **Bid Bonds.** Each bid shall be accompanied by a cashier’s check or proposal bond payable to the order of Public Utility District No. 1 of Lewis County for a sum of five percent (05%) of the total amount of the bid. The Bid bond shall be a guarantee that, if awarded the Contract, the bidder will execute the Contract. The successful bidder’s check or bond will be retained until he has entered into a satisfactory contract. Checks or bonds of all other bidders will be returned within thirty (30) days after opening of bids, excepting the Public Utility District No. 1 of Lewis County, hereinafter called the District, reserves the right to hold the certified checks or bid bonds of the three lowest bidders until the successful bidder has entered into Contract.

   Should the successful bidder fail to enter into Contract within ten (10) days after proposal is accepted, the security shall be forfeited as liquidated damages.

7. **Addendums.** Any changes, additions or deletions to the contract documents shall be made by written addendum only. Should a bidder find discrepancies in or omissions from the Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Manager of Public Utility District No. 1 of Lewis County, and if the point in question is not clearly and fully set forth, a written addendum will be mailed or delivered to each person who has been issued a set of Contract Documents. Each person requesting an interpretation will be responsible for the delivery of his request to the Manager of the District. The District will not be bound by nor be responsible
for any other explanation or interpretations of the proposed documents than those given in writing as set forth in this paragraph. Oral instructions, interpretations or representations shall not be binding upon the District. Any addenda issued prior to the final time of receiving bids shall be properly acknowledged on the bid forms when the bid is submitted and shall become a part of the Contract Documents.

8. **Responsible Bidder.** The Contract will be awarded to the lowest responsible bidder complying with the provisions of the Contract Documents and RCW 39.04 provided his bid is reasonable and it is to the interest of the District to accept. The District, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The District reserves the right to bid any item or items separately to the lowest and best qualified bidder. A responsible bidder shall meet the following criteria at the time of bid submittal:

a) be prequalified (if applicable) with the District in accordance with RCW 54.04.085, application available on the District’s website [http://lcpud.org/PUD/prequalified-contractors](http://lcpud.org/PUD/prequalified-contractors);

b) have a certificate of registration in compliance with RCW 18.27;

c) have a current state unified business identifier number;

d) have applicable industrial insurance coverage for the bidders employees working in Washington as required by RCW 51 (if applicable);

e) have applicable employment security department number as required by RCW 50;

f) have a state excise tax registration number as required by RCW 82

g) not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)

If a bidder uses a subcontractor(s) on the project, the bidder must also verify at the time of subcontract execution that each subcontractor meets the responsibility criteria of this Section 8.

9. **Lowest Responsible Bidder.** In determining the “lowest responsible bidder” in addition to price, the criteria of Section 8 above, and the requirements of these bid documents, the District will give consideration to the following elements or supplemental criteria:

a) the ability, capacity, and skill of the bidder to perform the contract or provide the service required;

b) the character, integrity, reputation, judgment, experience, and efficiency of the bidder;

c) whether the bidder can perform the contract within the time specified;

d) the quality of performance of previous contracts or service;

e) the previous and existing compliance by the bidder with laws relating to the contract and services;

In this regard, the bidder shall furnish with its proposal the information necessary for the District to evaluate these elements and supplemental criteria. Such information shall include but not be limited to; i) organization chart and background of company, ii) location of headquarters and/or manufacturing and service facilities, iii) financial capability and resources such as annual report, assets and liabilities, iv) history of claims and lawsuits for both current and previously owned companies over the last six years, and vi) such other information as may be secured having a bearing on the decision to award the contract.
If a bidder fails to supply information requested concerning responsibility with its bid the District may base its determination of responsibility upon any available information related to the supplemental criteria or may find the bidder not responsible.

10. **Non-Responsive Bidder.** Every invitation to bid on a prime contract that is for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010 shall require each prime contract bidder to submit as part of the bid, or within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder’s bid nonresponsive and, therefore, void.

Bids which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Bid Form, or which are not in conformity with the law or with these instructions, shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material.

11. **Modified Supplemental Criteria.** In a timely manner before the bid submittal deadline, a potential bidder may request that the District modify the supplemental criteria. The District will evaluate the information submitted by the potential bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the District will issue an addendum to the bidding documents identifying the new criteria.

12. **Not Responsible Bidder.** If the District determines a bidder to be not responsible in accordance with the criteria of this bid package and contract documents, the District will provide written notice to the bidder of the determination and the reasons for the determination within seven (7) calendar days of the bid opening. The bidder may appeal the determination within seven (7) calendar days of the written notice by presenting additional information to the District. The District will consider the additional information before issuing a final determination. The District will provide the bidder written notice of its final determination within seven (7) calendar days of the final determination.

13. **Prevailing Wages.** The successful bidder shall comply with the laws of the State of Washington, including but not limited to Chapter 39.16, Resident Employees on Public Works, and Chapter 39.12, Prevailing Wages on Public Works. The bidder is cautioned that the laws of the State of Washington are amended from time to time by the legislature and are also interpreted by the courts. Determination of and compliance with current law is the responsibility of the bidder.

14. **Informed Bidder.** Prior to submission of this bid, the bidder shall make and shall be deemed to have made an examination of the Contract Documents as contained herein, and shall become informed as to the location and nature of the work, the facilities, the kind and character of the current conditions, general local conditions and all other matters that may affect the cost and the time of completion of the work.
15. **Contractors Bond.** The successful bidder will be required to furnish a Contractor’s Bond on the form contained herein and with surety satisfactory to the District, in a penal sum of not less than the contract price.

16. **District Representation.** The District represents that:

   The District will have available all funds necessary for payment for the project, to be made in accordance with the terms of the Contract Documents pertaining to payment.

17. **Extension of Time.** If the District shall fail to comply with any of the undertakings contained in the foregoing representations, or if any such representations shall be incorrect, the Contractor shall be entitled to extension of time of completion for a period equal to the delay, if any, caused by failure of the District to comply with such undertaking, or by any such incorrect representations; providing the Contractor shall have promptly notified the District in writing of his claim for extension of time of completion in accordance with the foregoing, and provided further than such extension, if any, of time of completion shall be the sole remedy of the Contractor for the District’s failure to comply with any of the foregoing representations.
SECTION C: PROPOSAL FORM

The undersigned has examined the specifications governing the work contemplated. The following price is tendered as an offer to perform the work required as specified for obtaining rainbow trout fry or fingerlings and rearing to an acceptable size for delivery and release into the Cowlitz Falls Project Reservoir in accordance with the terms and provisions of the foregoing. The undersigned agrees to:

1. **Base Bid:** Provide the equipment, feed, and labor to perform all work described herein for a price per pound of (excluding Washington State Sales Tax):

   **Delivered Price per Pound:** $____________________.

2. Contractor can obtain fry/fingerlings and begin rearing by:

   ________________.

3. Number of years of experience rearing salmonids:

   ________________.

   Please attach company history, experience, facility and financial resources information related to rearing and delivering the mitigation trout. Proven performance will be a consideration in the District’s evaluation and selection.

4. Joint proposals may be submitted and will be considered provided the proposal meets the requirements of this specification.

   Bidder: ________________________________

   Address: ________________________________

   ______________________________________

   ______________________________________

   ________________________________

   Authorized Signature and Title
SECTION D: TECHNICAL SPECIFICATIONS

1. The contractor must have space and water flow to rear 20,000 hatchery rainbow trout to an average size of 2.0 – 2.25 fish per pound and have the capacity to rear similar numbers of fry for the next year at the same time. The capacity should be sufficient to rear the yearlings and the young-of-the-year for an overlapping period of three to six months (March – August).

2. Washington Department of Fish and Wildlife (WDFW) require these fish to be reared in the Cowlitz River Basin, or to be reared in water from wells or natural springs.

3. WDFW standards must be followed and the fish must be inspected and certified by WDFW’s fish pathologist prior to the contractor obtaining fish transfer permits.

4. The contractor is responsible for purchasing rainbow trout fry and/or fingerlings and must purchase a sufficient quantity to make up for losses during the rearing period (see #1). In the past, WDFW has requested contractors to rear the “Goldendale” rainbow trout stock but other stocks may be acceptable. If in the future it is determined that another stock; or triploids, should be reared, then adjustments to the contract can be negotiated.

5. The contractor is responsible for transporting the trout to the Cowlitz Falls Project Reservoir, known as Lake Scanewa. Release schedules are prepared by the District and releases are scheduled approximately every two weeks, June through August. There are a total of four release sites around the reservoir.

6. In addition to reservoir releases, the District sponsors a “Kids’ Trout Derby” every June. The contractor will need to provide between 750 - 800 additional trout for this derby. A minimum of 450 trout at or near 12 inches and 300 - 350 larger trout of various sizes. See attached example - draft 2017 Mitigation Trout Release Schedule.

7. Due to the recent Endangered Species Act (ESA) listings of threatened salmonids above the Cowlitz Falls Project, it may be necessary to amend this contract to comply with ESA regulations that are beyond our control. It is required to have the adipose fin clipped and healed on 100% of the mitigation trout prior to release. This also applies to the Trout released into the Derby site.
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## COWLITZ FALLS PROJECT
### MITIGATION TROUT RELEASE SCHEDULE EXAMPLE
#### 2017 Draft (May be revised)

**LAKE SCANEWA MITIGATION TROUT RELEASE SCHEDULE**

<table>
<thead>
<tr>
<th>Release Week</th>
<th>Cispus</th>
<th>Day Use</th>
<th>Campground</th>
<th>TOTALS</th>
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<tbody>
<tr>
<td>June 19 - June 23</td>
<td>2,000</td>
<td>1,000</td>
<td>400</td>
<td>3,400</td>
</tr>
<tr>
<td>June 26 - June 30</td>
<td>2,000</td>
<td>1,000</td>
<td>800</td>
<td>3,800</td>
</tr>
<tr>
<td>July 10 - July 14</td>
<td>1,500</td>
<td>700</td>
<td>400</td>
<td>2,600</td>
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<tr>
<td>July 24 - July 28</td>
<td>1,500</td>
<td>700</td>
<td>0</td>
<td>2,200</td>
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<tr>
<td>Aug. 07 - Aug. 11</td>
<td>1,000</td>
<td>300</td>
<td>400</td>
<td>1,700</td>
</tr>
<tr>
<td>Aug. 21 - Aug. 25</td>
<td>1,000</td>
<td>300</td>
<td>0</td>
<td>1,300</td>
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<tr>
<td></td>
<td>9,000</td>
<td>4,000</td>
<td>2,000</td>
<td>15,000</td>
</tr>
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**KIDS TROUT DERBY:** Scheduled for June 10, 2017.

<table>
<thead>
<tr>
<th>Release Day</th>
<th>~12&quot;</th>
<th>12 - 14&quot;</th>
<th>1 - 3 lbs.</th>
<th>4 - 10 lbs.</th>
<th>TOTALS</th>
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</thead>
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<tr>
<td>June 9, 2013</td>
<td>450</td>
<td>200</td>
<td>100</td>
<td>5</td>
<td>800</td>
</tr>
</tbody>
</table>

**KIDS TROUT DERBY SITE:** With NMFS’s Conservation Measure.

<table>
<thead>
<tr>
<th>Target Dates</th>
<th>~11</th>
<th>1 - 3 lbs.</th>
<th>4-7 lbs</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 12</td>
<td>975</td>
<td>20</td>
<td>5</td>
<td>1000</td>
</tr>
<tr>
<td>June 16</td>
<td>975</td>
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<td>5</td>
<td>1000</td>
</tr>
<tr>
<td>June 21</td>
<td>975</td>
<td>20</td>
<td>5</td>
<td>1000</td>
</tr>
<tr>
<td>June 26</td>
<td>975</td>
<td>20</td>
<td>5</td>
<td>1000</td>
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<tr>
<td>June 30</td>
<td>975</td>
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<td>1000</td>
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<tr>
<td>Totals</td>
<td>4,875</td>
<td>100</td>
<td>25</td>
<td>5,000</td>
</tr>
</tbody>
</table>
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Rear Mitigation Rainbow Trout and Deliver
Bid No. 17-03

SECTION E: CONTRACT

THIS AGREEMENT, made and entered into this ___ day of ________, ____, by and between the Public Utility District No. 1 of Lewis County, hereinafter termed the "District," and

_______________________
_______________________
_______________________
of the State of __________, hereinafter termed in this agreement the “Contractor.”

WITNESSETH:

THAT WHEREAS, the Public Utility District No. 1 of Lewis County has caused to be prepared, in accordance with law, Contract Documents for the work herein described, and has approved and adopted these Contract Documents and has caused to be published as required by law a notice inviting sealed bids for the following:

Supply of Trout for the Cowlitz Falls Reservoir

WHEREAS, the Contractor, in response to the Advertisement has submitted to the District in the manner and at the time specified a sealed bid in accordance with the terms of this Contract and these Contract Documents, and

WHEREAS, the District in the manner prescribed by law has publicly opened, examined and canvassed the bids submitted, and as a result of such examination and canvas, has duly awarded to the said Contractor a Contract for the furnishing of fish for the Cowlitz Falls Project described above as per the Proposal attached hereto.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the District and the Contractor agree as follows:

ARTICLE I. WORK TO BE DONE.
The Contractor shall, in a good and first class workmanlike manner, furnish all fish, materials, supplies, tools, equipment, supervision, labor and other things necessary to obtain and rear trout to the specified size, transport, and release the fish into the Cowlitz Falls Reservoir under the terms and within the time set forth in these Contract Documents.

ARTICLE II. CONTRACT DOCUMENTS.
It is expressly understood and agreed that the Advertisement for Bids, the Instructions to Bidders, the Proposal, the Contract, and the Specifications, as prepared by the District, all bound herewith, and also the plans and schedules as hereinafter defined and specifications which may be furnished by the District with
reference to the Project are each and all included in this Contract and made a part hereof by reference and constitute the Contract Documents.

In the event of a discrepancy between any of the Contract Documents, as defined above, at the request of the Contractor, the District shall give a written interpretation thereof, which interpretation shall govern.

ARTICLE III. CONTRACT DOCUMENTS TO GOVERN WORK.
The work shall be done fully in accordance with the Contract Documents.

ARTICLE IV. VERBAL STATEMENTS NOT BINDING.
It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the District, or other representatives of the District, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any wise whatsoever, the written agreement.

ARTICLE V. NOTICES
Any notice provided for hereunder shall be in writing and may be served either personally on the authorized representative of the District or to the Contractor at the jobsite or by registered mail or by other delivery means providing proof of delivery. All notices to the Contractor shall be delivered to the address of Contractor as shown on the face of the Contract Agreement form or as noted below. All notices to District shall be delivered at the addresses noted below:

<table>
<thead>
<tr>
<th>District:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Utility District No. 1 of Lewis County</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 330</td>
<td></td>
</tr>
<tr>
<td>Chehalis, WA 98532</td>
<td></td>
</tr>
<tr>
<td>Attn: Manager</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>District Biologist:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Utility District No. 1 of Lewis County</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 330</td>
<td></td>
</tr>
<tr>
<td>Chehalis, WA 98532</td>
<td></td>
</tr>
<tr>
<td>Attn: Mike Kohn</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE VI. PROTECTION TO PERSONS AND PROPERTY.
The Contractor shall at all times exercise reasonable precautions for the safety of its employees on the work and of the public, and shall comply with all applicable provisions of federal, state and municipal safety laws.

The Contractor shall save, indemnify, defend, and hold the District harmless from any and all claims for injuries or death to persons or for damage to property arising out of, in connection with, or incident to rearing, delivering and/or planting of trout, except to the extent caused solely by the negligence of the District.

ARTICLE VII. INSPECTION.
The District's inspectors, who are to provide oversight of the work to be done, as the work progresses, shall have for the purposes of inspection reasonable access to places at and in which fish are being raised. The District may maintain a representative to periodically inspect the raising and handling of the fish, to witness the weighing and measuring of the fish prior to delivery, and to report any and all deviations from the specifications and Contract Documents. He may inform the Contractor if, in his opinion, the fish being
raised for the Project do not meet Contract requirements. The District shall have no right, title or interest in
the fish prior to the Contractor’s planting of the fish at the District’s designated sites.

ARTICLE VIII. CHANGES AND EXTRA WORK.
At any time, without invalidating the Contract and without notice to Contractor’s sureties, District may by
written notice make changes in the work by altering, adding to, or reducing the work, or by altering the
sequence, manner, or method of performance of the work. Any change or extra work will be authorized or
directed in writing by the District.

If any such change or extra work causes an approved increase or decrease in the Contract Price, the
Contract will be modified accordingly by a change order to accommodate such change or extra work.
Change or extra work where appropriate shall be done at a mutually agreed to price.

ARTICLE IX. ASSIGNMENT AND SUBLETTING OF CONTRACT.
The Contractor agrees that it will not assign or sublet the work or any part thereof, excepting such
subcontracting as is specifically listed in its bid, without the previous written consent of the District, and will
not assign, by power of attorney or otherwise, any of the moneys payable under this Contract unless by and
with the like consent of the District; that no right under this Contract, nor to any money due or to become
due hereunder, shall be asserted in any manner against the District to persons acting under it, by reason of
any so-called assignment of this Contract, or any part thereof, unless such assignment shall have been
authorized by the written consent of the District. Should any subcontractor fail to perform in a satisfactory
manner the work undertaken by it, such subcontractor shall be immediately terminated by the Contractor
upon notice from the District.

ARTICLE X. LAWS AND ORDINANCES.
The Contractor shall keep itself fully informed of all existing and current ordinances, laws and regulations of
the city, county, state and federal governments in any way limiting or controlling the actions or operations
of those engaged upon the work or affecting the materials supplied to or by them. It shall at all times
observe and comply with, and cause all its agents, employees, servants and subcontractors to observe and
comply with all such ordinances, laws and regulations, and shall protect and indemnify the District and its
officers and agents against all claims of liability arising from, or based on, any violations of same.

Before commencing work under this Contract, the Contractor shall supply proof of all applicable licensing
and regulatory requirements, including but not limited to, business license, tax number and federal
identification number.

ARTICLE XI. BOND.
The Performance Bond shall be furnished by the Contractor within ten (10) days from the date which he
was notified that he is the successful bidder. A good and sufficient surety bond, executed by a corporate
surety, licensed to transact the business of a surety in the State of Washington, in form acceptable to the
District in accordance with the requirements of the statutes of the State of Washington shall be provided.
The bond shall be in substantially the same form and substance as that appearing in the Contract
Documents, and in an amount not less than 100% of the total contract price plus Washington State sales
tax. Said bond shall also be accompanied by a certified copy of power of attorney of the agent of the surety
executing the bond.

The Performance Bond shall be conditioned:
1. for the faithful performance and completion of the work in strict accordance with the terms of the Contract, including the Contract Documents;

2. for the payment to the District of all sums due or which may become due it by the terms of the Contract, as well as by reason of any violation thereof by the Contractor, or any of his subcontractors;

3. for the payment of all laborers and mechanics for labor that shall be performed and which is actually used in the performance of this Contract;

4. for the defending by the Contractor of all actions at law or in equity brought against the District or any of its officers or agents for or on account of the failure, omission or neglect of the Contractor or its subcontractors, or its or their employees or agents to do and perform any of the covenants, acts, matters or things, by this Contract undertaken to be performed by the Contractor or its subcontractors or its or their employees or agents, entirely without cost to the District, and for the payment and/or satisfaction by the Contractor of any and all judgments or decrees which may be rendered against the District or any of its officers or agents in all such actions, together with any interest thereon and all the court costs of such actions, and for protecting and saving and keeping harmless the District, its officers and agents from all losses, costs, damages, expenses, judgments and decrees whatever arising out of such actions and suits as may be brought as aforesaid.

The District agrees to mail a notice to the Contractor, calling its attention to any failure to comply with the requirements of the Contract Documents not less than ten (10) days before notifying its bondsman of such failure to comply with the terms of said Contract Documents. The District also agrees to promptly notify the Contractor of any notice the District has received of any action at law, or in equity, as aforesaid.

ARTICLE XII. INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced, registered, licensed, equipped, organized, and financed to perform the work under the Contract. Contractor shall act as an independent contractor and not as an agent of the District in performing the work under the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in the Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor with the District. Contractor shall perform the work hereunder in accordance with its own methods subject to compliance with the Contract Documents. Contractor shall perform all work in an orderly and workmanlike manner.

ARTICLE XIII. SUSPENSION AND ANNULMENT OF CONTRACT.

If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned or the work sublet other than herein specified, or if at any time the District shall be of the opinion that the performance of this Contract is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the Contract Documents, or is executing the same in bad faith, or not in accordance with the terms of said Contract, or if the Contract is not fully completed within the time named in this Contract for its completion, or within the time to which the completion of this Contract may be extended, the District may notify the Contractor to discontinue all work or any part thereof, under this Contract, by a written notice served upon the Contractor. The Contractor shall have five (5) days after receiving such notice in which to correct the errors and matters complained of in the written report by the District; and if the Contractor does not correct or remedy the matters complained of within five (5) days after receiving the written notice thereof, then the District is hereby empowered to suspend or
annul this Contract, or to suspend the doing of any work hereunder; and any action of the District in
annulling or suspending this Contract or the suspending of any cause for such annulment or suspension,
shall be conclusive as to the existence of such cause or reason in any controversy or litigation between the
District and the Contractor and those claiming under the Contractor and the bondsman of the Contractor.
If this Contract be so annulled or suspended, the Contractor shall not be entitled to anything on account of
damages thereby nor shall such annulment or suspension in any way affect the right of the District to
damages claimed by it on account of the failure of the Contractor, but such annulment must be declared by
the District before being of any force or effect. In the end, upon final settlement, the District shall ascertain
and determine the amount of work actually performed by such defaulting Contractor under this Contract,
and he shall be paid for only such work as the District shall determine he has actually performed, after
deducting all costs, expenses and damages which the District may have suffered, sustained or paid by
reason of such default; and the defaulting Contractor's bondsman herein shall be held responsible and shall
pay all costs, expenses and damages suffered or incurred by the District on account of such default of
Contractor.

ARTICLE XIV. COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.
Public Liability and Property Damage Insurance. The Contractor shall take out and maintain during the life
of this Contract such public liability and property damage insurance as shall protect it, any subcontractor
performing work covered by this Contract and the District from claims for damage for personal injury,
including accidental death, as well as from claims for property damage; which may arise from operations
under this Contract, whether such operations be by itself or by any subcontractor or by anyone directly
employed by either of them and the amounts of such insurance shall be acceptable to the District.

Contractor shall name the District as an additional named insured on the above policies and shall furnish
certificates of insurance to the District prior to commencing work. Such insurance shall also contain an
endorsement evidencing this requirement and will state that such insurance shall not be canceled or
changed without at least thirty (30) days prior written notice to the District.

ARTICLE XV. TAXES.
Unless noted elsewhere, the bid prices set forth in the proposal include all amounts payable by the
Contractor or the District on account of taxes imposed by any taxing authority upon the sale, purchase or
use of materials, supplies or equipment to be incorporated in the Project.

ARTICLE XVI. TERM AND YEARLY SCHEDULE.
The Contractor shall provide fish in accordance with the Contract Documents for a period of three (3) years,
2018-2020, unless terminated early or extended for an additional two (2) year period. Each January, the
District will reaffirm the size and number of trout to be planted in the summer (June through August).

Each January, the District will provide a projection of the number and size of fish required for the following
year. The Contractor shall investigate sources of fish eggs, fry or fingerlings to produce the required
planting stock and provide this information by February of each year to the District’s Biologist. It shall be
the Contractor’s responsibility to acquire acceptable fish stock.

Each May, the District will provide a schedule of the size and number of fish, and planting location within
the Cowlitz Falls reservoir (unless provided previously). Generally, fish planting will be scheduled every two
weeks, June through August, at up to four reservoir locations. In addition, the Contractor will be supplying
fish for the District’s Annual Kids’ Fishing Derby. An adipose fin clip that has healed will be required on all
trout to be planted.
The District may terminate this Contract upon 12-months notice. This may be necessary due to Endangered Species Act concerns or some other unforeseen reason.

**ARTICLE XVII. FISH DELIVERIES**
The Contractor shall deliver and plant fish into the Cowlitz Falls Reservoir in accordance with the District-furnished schedule. Deliveries shall be made in transportation tanks with conditions to reduce fish stress to a minimum. Water temperature differences between the transportation tank and the planting site shall be less than 10 degrees Fahrenheit. If fish are stressed after planting, the Contractor shall take appropriate measures (e.g., acclimating trout to higher temperatures, delivery, time of day, etc.). The Project Biologist shall be notified of date, time, and location of fish plants, and if stress conditions are noted. The Project Biologist may redirect any fish plant to a cooler reach for quality and quantity control.

The delivered fish shall meet the health standards established by the Washington State Department of Fish and Wildlife for introduction into the Cowlitz River system. Fish delivered under this Contract shall be in good health, or may be rejected by the District. A copy of the WDFW inspection form will be mailed to Lewis County PUD.

**ARTICLE XVIII. PAYMENTS.**
Partial payments will be made during the course of this contract for fish delivered and planted on the following basis.

The District will pay a firm price per pound, as presented in the Proposal, for fish successfully delivered and planted in the Cowlitz Fall Reservoir for the first two years of the Contract as bid on the Proposal Form. An adjustment to the price per pound may be made on the subsequent years if the Contractor can demonstrate those identifiable expenses for fingerlings, fish food or labor have increased greater than 10%. The Contractor can request an adjustment to compensate for the increased cost by providing such verification. The District will evaluate such a request, determine the reasonableness of the adjustment, and shall set the price per pound for the following year. If the Contractor disagrees with the District’s adjustment of price, he may request arbitration for price per pound of fish. Cost of arbitration shall be shared equally. The price per pound of fish supplied under this Contract shall not increase greater than 50% of the original bid price.

Monthly payments will be made in warrants to the Contractor after the fish have been delivered to and accepted by the District, and after the Contractor has presented a certified invoice. Each invoice shall list the actual number, average and total weight, date and place of delivery, and type of fish planted during the previous month. Health inspection certificates and trip permits shall also be provided. Each invoice shall be signed and certified to be correct. Washington State sales tax shall be added to each invoice.

Upon completion of each year’s fish stocking and with the final invoice each year, the Contractor shall provide a summary report of his operations in regard to raising fish for the District. The Contractor may make recommendations to improve or enhance the Cowlitz Falls Reservoir fish stocking operations. The contractor shall also certify that the materialmen, suppliers and labor used for work associated with this Contract have been paid.

**ARTICLE XIX. RELEASE OF LIABILITY.**
No person, firm or corporation other than the signer of this Contract as Contractor has any interest hereunder, and no claim shall be made or be valid, and neither the District nor any employee or agent thereof, shall be liable or be held to pay any money, except as herein provided. Acceptance by the Contractor of the last payment shall be a release to the District and every officer and agent thereof from all
claims and liability to the Contractor for anything done, or furnished for, or relating to or affecting the work.

**ARTICLE XX. ATTORNEY’S FEES.**
In the event of suit based upon this agreement, the prevailing party shall be entitled to recover costs, including reasonable attorney’s fees.

**ARTICLE XXI. VENUE.**
Venue for any cause of actions based upon this Contract shall be in Lewis County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement as of the day and year first above written.

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

By: ________________________________  By: ________________________________
Title: Manager  Title: ________________________________
Attest: ________________________________  Attest: ________________________________
SECTION F: PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, __________________________, as Principal(s) (hereinafter called the Principal), and __________________________, of ___________________, corporation of the State of __________________, as Surety (hereinafter called the Surety), are held and firmly bound unto __________________________ (hereinafter called the Obligee) in the sum of __________________________ ($______________) Dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS THIS ______ day of __________, 20__.

WHEREAS, said Principal is submitting herewith a bid or proposal for __________________________

______________________________

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal shall be awarded the contract which said Principal has proposed to undertake, briefly described above, and shall, within the time allowed after notice of such award, enter into contract pursuant to such award and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise the amount hereinabove specified in this Bond shall be paid to the Obligee as liquidated damages, all in accordance with Revised Code of Washington, Section 54.04.080.

(COMPANY)

By _________________________ (Seal)

(BONDING COMPANY)

By __________________________
SECTION G: PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ____________(Contractor), as Principal, and ______________ (Bonding Company), as Surety, are held and firmly bound unto Public Utility District No. 1 of Lewis County, as Obligee, in the sum of __________________________ dollars ($__________) lawful money of the United States of America to be paid to said Obligee, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas on the ______ day of ______________, 20______, the Principal entered into a certain Contract with the Obligee and in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein, except that the Surety shall remain in full force and effect for a period of one (1) year after the date of delivery of all materials that are to be furnished by the terms of said Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said Contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this ______ day of __________________, 20_____.

Witness: __________________________________________

______________________________
Principal

Witness: ______________________________
(Surety)

______________________________
By _______________________________
Attorney-In-Fact