

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY



Purchase of Certain Fiber Optic Cable Bid No. 15-08-FS

Formal Bid Package Outline / Requirements

Section A. Advertisement for Bids

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Purchase of Certain Fiber Optic Cable
Bid No. 15-08-FS

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 July 21, 2015 until 2:00 p.m., at which time they will be opened and read aloud for the furnishing of the following:

Certain Fiber Optic Cable

Bid and contract documents, including drawings, are available on the District's website <http://www.lcpud.org/pud/rfp-list>. Project specifications are included on the drawings. Bids are to be made on all items covered in the proposal.

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 **BID NO. 15-08-FS OPENING DATE JULY 21, 2015.**

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 26th day of June 2015.

PUBLIC UTILITY DISTRICT NO.1
OF LEWIS COUNTY

Robert Geddes, Its Manager

(Publish 06/30/15 and 07/07/15)

Purchase of Certain Fiber Optic Cable
Bid No. 15-08-FS

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/rfp-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 FOR THE PURCHASE OF CERTAIN FIBER OPTIC CABLE, BID NUMBER 15-08-FS" 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 specifications 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 District's Project Manager for this particular project, and if the point in question is not clearly and fully set forth, a written addendum will be posted on the District's website <http://www.lcpud.org/pud/rfp-list>. It is up to the each contractor to monitor the District's website for addendums to the contract documents. Each person requesting an interpretation will be responsible for the delivery of his request to the

District's Project Manager for this particular project. 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 proposals shall accompany the proposals when 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.delaris.com/vendors-contractors/small-works-roster> ;
- 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 pervious contracts or service;
- e) the pervious 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.

Purchase of Certain Fiber Optic Cable
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SECTION C: PROPOSAL FORM

72 Count ADSS Fiber Optic Cable

Description	Price Per Foot	Total Price (Excluding Sales Tax)	Delivery
92,000 feet, 4-reels of 21,000ft and 1-reel of 8,000ft, of an all-dielectric, self-supporting cable designed for aerial installation on wood or steel electrical transmission poles/towers, 12KV electrical distribution structures or telecommunication structures	_____	_____	_____

*Applicable sales tax of ____% will be added in at the time of the purchase order is written.

**Bid prices shall include freight costs, delivery to Morton Warehouse

The bidder agrees to submit with this proposal all information required by the bid documents including but not limited to the criteria defined in the Instruction to Bidders, subsections 8 and 9, and the material specifications outlined below.

Dated this _____ day of _____, 2015

 Bidder

 Manufacturer of Transformers

 Signature

 Print Name and Title

 Mailing Address

 City/State/Zip Code

 Phone Number

 Email

Purchase of Certain Fiber Optic Cable
Bid No. 15-08-FS

SECTION D: SPECIFICATIONS

(72 Count All-Dielectric Self-Supporting Aerial Fiber Cable)

1. GENERAL INFORMATION

a) Scope

The scope of these specifications describes the owner's requirements of the self-supporting, all-dielectric (ADSS) fiber optic cable. The bidder shall, with this proposal, indicate any and all deviations from the requirements of this specification. The project engineer will review any discrepancies for a determination as to their equivalency of that intended.

b) General System Description

This specification requires the successful bidder to furnish approximately **92,000 feet, (4 reels at 21,000 feet each and one reel at 8,000 feet)**, of an all-dielectric, self-supporting cable designed for aerial installation and installation into buildings through conduit on wood or steel electrical transmission poles / towers, 12.5 kV electrical distribution structures or telecommunications structures. The maximum span length would be 500 feet in NESC medium loading. The cable shall contain the number of single mode fibers specified on the Bid Form, and shall be round and constructed according to the loose buffer tube concept. The cable shall utilize standard ADSS cable hardware for installation. No cables shall be considered that require special potting compounds for dead-ends or cables with a separate non-integral Kevlar dielectric messenger or cables using Fiber Reinforced Plastic (FRP) as its only strength member.

c) Supplier's Specific Requirements

The successful bidder shall be responsible for all phases of manufacturing, packaging, and the safe keeping of the fiber optic cable while at its facility. The cable shall be shipped F.O.B., District Warehouse, Morton, WA. Prior to shipping, the supplier shall test each fiber to verify that both the user and the glass fiber manufacturer's specifications are met. Each of the fibers in each of the cable reels shall be completely tested with an Optical Time Domain Reflectometer (OTDR) at 1310 nm and 1550 nm on an end-to-end basis and final test data attached to each reel. The successful bidder shall have at least five continuous years of experience manufacturing and engineering ADSS cable and indoor / outdoor cable systems.

d) Fiber Optic Cable Requirements

It is the intent of this section to set forth the owner's desired construction details and minimum requirements for the single mode, self-supporting, all-dielectric, telecommunications grade, fiber optic cable. Bidders shall furnish with their bids a detailed description of the cable that is proposed. The information required on the cable shall be, as a minimum, the glass manufacturer, cable configuration, fiber grade, optical characteristics, mechanical specifications, sag and tension information, electrical immunity characteristics, outer jacket material, and all other pertinent information required for an accurate evaluation.

e) Fiber Optic Cable Construction Parameters

The cable shall be a telecommunications cable, all-dielectric, self-supporting optical cable designed for the high-speed transmission of voice, data, and video communications. The cable shall combine a loose buffer fiber with a UV rated outer jacket and be designed for aerial installations or high strength duct installations. The following are the owner's minimum requirements and features for the fiber cable.

f) Optical Fiber

Each cable shall have traceability of each fiber back to the original fiber manufacturer's fiber number and parameters of the fiber. Each optical fiber shall be a single mode, glass fiber with a protective outer coating. No fiber splices are to be allowed in a continuous length of cable.

i) Buffer Requirements:

The cable provided shall incorporate a filled loose buffer tube that allows the cable to expand or contract without causing any stress on the fibers. The loose buffer tube(s) shall be filled with a soft moisture-resistant compound to prevent the ingress of moisture to the fibers. The compound shall act as a lubricant to permit the fibers to "float" inside the buffer tube. The filling compound shall be non-toxic, non-hygroscopic, non-nutrient to fungus and electrically non-conducting. The buffer tubes shall be stranded around a dielectric anti-buckling element. The fibers shall be spiraled loosely inside each buffer tube. The cable core shall also have a water-blocking technology to prevent moisture entry and mitigation in the cable.

ii) Core Tape:

A layer of non-hygroscopic tape shall be wrapped around the stranded buffer tubes, making a complete core unit. The tape shall act as a heat barrier to prevent deformation and adhesion between the buffer tubes and the inner polyethylene jacket.

iii) Inner Jacket:

A medium density polyethylene (MDPE) inner jacket shall be extruded over the core tape. This jacket shall provide added protection against the ingress of moisture and enclose the core tape, buffer tubes and the central anti-buckling member. The inner jacket shall have a red or orange ripcord for ease of entry.

iv) Aramid Strength Members:

The strength of the cable shall be obtained by layers of aramid yarn surrounding the inner jacket. The aramid yarn shall be torque balanced, counter-helically applied, in two layers over the core for a torsion free cable design. The aramid layer shall be protected by a non-hygroscopic tape to insure no adhesion to the outer jacket. The strength elements shall provide the mechanical strength required to support the cable and provide cushioning against crushing. The aramid yarn must be decoupled from the inner and outer jackets.

v) Outer Covering:

The cable outer jacket shall be composed of high modulus, medium density polyethylene (MDPE) suitable for installation in induced electrical fields up to 12 kV potential to ground. The outer covering provided shall be a non-corrosive, UV-resistant, non-nutrient to fungus

and electrically non-conducting jacket. The cable jacket shall be free from holes, cracks, blisters, or other imperfections. The cable jacket shall be marked with the cable manufacturer's name, number of fibers, catalog number, the year of manufacture, and length markers each sequential foot. The outer covering shall contain a red or orange functioning ripcord for ease of entry into the cable.

vi) **Fiber Identification:**

Each fiber in a tube shall be distinguishable from the other by means of color-coding. Each buffer tube shall be distinguishable from the others by means of color-coding. Color-coding means that each fiber or tube shall be of a totally different color from the others, and shall meet ANSI/EIA/TIA 598 standard. The supplier shall furnish a color code chart indicating color-sequencing used by the manufacturer.

d) **Cable Mechanical Parameters:**

The following mechanical parameters are the owner's minimum requirements. Bidders shall include with their proposals, detailed specifications addressing each of the parameters listed in this section.

i) **Span Length:**

The cable provided shall be designed for aerial installations on light duty transmission and 12.5 kV distribution structures, with span lengths no greater than 500 feet and a maximum sag of 1% under NESC medium loading.

ii) **Tensile Strength:**

The cable provided shall be designed such that the fibers do not experience any degradation during a sustained NESC medium loading.

iii) **Crush Resistance:**

The cable provided shall withstand the compressive load of 125 lbs per inch at 20°C with no detectable damage to the fibers. This test shall be conducted in accordance with TIA-455-41 and TR-TSY 000020.

iv) **Impact Resistance:**

The cable provided shall withstand the impact test described in TIA-455-25A and in accordance with TR-TSY 000020.

v) **Minimum Bend Radius of Cable:**

Minimum bend radius at no load is 10 x cable diameter. Minimum bend radius at maximum stringing tension is 20 x cable diameter.

vi) **Sag and Tension Tables:**

The manufacturer shall provide detailed sag, tension, and blowout charts for span lengths of 100 feet to 500 feet in 50-foot increments for both installation and NESC medium loading environmental conditions. Values to be clearly documented are maximum span length, nominal sag at installation, nominal axial load, maximum vertical sag at stated environmental conditions, and maximum tension under stated environmental conditions.

vii) **Temperature Requirements:**

Storage Temperature: -50°C to +70°C

Installation Temperature: -40°C to +70°C
Operating Temperature: -30°C to +50°C

viii) Electrical Tolerances:

The cable provided shall exhibit tolerance to temperature rises and stress caused by electrical faults from the power system or lightning strikes. The cable shall be provided with a jacket that reduces corona and is resistant to tracking for the expected installation route

ix) Cable Details:

Each bidder shall furnish with its proposal the owner documentation showing compliance to all the specifications listed above on a similar cable type. The following is a list of other parameters required, as a minimum:

- Nominal cable diameter
- Nominal cable weight
- Minimum bending radius at no load and under tension
- Cable breaking strength
- Typical length of cable on reel, reel diameter and width

e) Glass Fiber Specifications:

The following fiber parameters are the owner's minimum requirements. Bidders shall include with their proposals, detailed specifications addressing each of the parameters listed in this section.

i) Fiber Count: (as specified on the Bid Form):

The optical cable shall be furnished with single-mode, glass fibers. The glass fibers shall be manufactured by either Corning Incorporated, Fujikura Ltd, or Alcatel.

ii) Nominal Fiber Dimensions:

Cladding Diameter: 125 ± 1.0 microns
Protective Coating: 245 ± 10 microns
Numerical Aperture: 0.13
Core/Cladding Concentricity Error: ≤ 0.8 microns

iii) Nominal Fiber Performance:

Max. Attenuation at 1310 nm: 0.4 dB/km
Max. Attenuation at 1550 nm: 0.3 dB/km
Chromatic Dispersion
 from 1285 to 1330 nm: ≤ 3.5 ps/nm km
 from 1500 to 1550 nm: ≤ 18.0 ps/nm km
Max. Attenuation at 850 nm: 3.5 dB/km
Max. Attenuation at 1300 nm: 1.2 dB/km

f) Test Documentation:

Prior to shipping of the cable, the manufacturer shall submit to the Project Engineer for approval the results of the following tests that are to be performed at the factory after the cable is on the

reel and ready to ship. The manufacture shall provide two bound copies of all test results. State reel number and fiber designation in test results for identification of specific fiber.

i) Optical Test:

Documentation confirming all optical specifications of the cable.

ii) Mechanical Tests:

Documentation confirming the tensile strength, crush resistance, impact resistance and repeated bending resistance of the cable or a similar cable type. The report shall show that the specified cable load requirements will not cause fiber degradation or attenuation under the maximum load.

iii) Vibration Characteristics:

Documentation confirming the cable's self-damping properties over the entire applicable frequency range.

iv) Resistance to Shotgun Damage:

Documentation depicting the cable's resistance to shotgun damage.

g) Test Documentation:

Prior to shipping of the cable, the manufacturer shall submit to the Project Engineer for approval the results of the following tests that are to be performed at the factory after the cable is on the reel and ready to ship. The manufacturer shall provide two bound copies of all test results. State reel number and fiber designation in test results for identification of specific fiber.

i) Optical Test:

Provide documentation confirming all optical specifications of the cable.

ii) Mechanical Tests:

Documentation confirming the tensile strength, crush resistance, impact resistance and repeated bending resistance of the cable or a similar cable type. The report shall show that the specified cable load requirements will not cause fiber degradation or attenuation under the maximum load.

2. INSTALLATION INFORMATION

The manufacturer/contractor shall provide the owner all the required information for installing the cable on the owner's distribution line structures. The information shall include, but not be limited to, the following: stringing tensions, required sags based upon span lengths from 100 to 500 feet, recommended operating tensions, required equipment, and detailed instructions and precautions to be observed during installation. The manufacturer/ contractor shall provide the owner with information on recommended practices for the cable installation in underground duct and for direct buried. Also, information and limitations on installation of cable within buildings shall be provided.

3. SUPPLIER'S REPORT

The supplier shall assemble all cable construction, testing and installation information into a notebook for review and approval by the Project Engineer. The report shall also include catalog cuts of the manufacturer's cable design, hardware data, sag/tension/blowout charts, reel numbers with cable

length on each cable, fiber color sequencing and any other appropriate information. The Engineer prior to final payment under this specification shall approve the report.

4. HARDWARE

The cable must fall within a diameter of .561" to .572". The cable design shall match the hardware. The District uses Preformed Line Products hardware for that range of cable. The District desires to not have to inventory added hardware other than the products they currently use.

5. PACKAGING

All cable shall be shipped on non-returnable reels. The fiber optic cable to be supplied shall be shipped on reels no larger than 72 inches. Bidder is to state in the bid the approximate length of cable on each reel. Cable length order may be adjusted to fit full reel quantities.

6. PROJECT ENGINEER

The Project Engineer for this contract shall be Mr. Dan Kay. Please contact the Project Engineer for any technical questions at phone number 360-740-2435 or E-mail at dank@lcpud.org.

7. SHIPPING REQUIREMENTS

The ends of the cable shall be sealed in order to prevent the ingress of moisture. The fiber optic cable reels shall be designed for outdoor storage. Ship to Lewis County PUD Morton Warehouse at 240 7th Street, Morton, WA 98356. Call 48 hours before delivery of cable. Delivery accepted only during normal working hours.

8. DISTRICT'S TESTING AND INSPECTION

- a) The District at its option may perform tests and inspections upon arrival of the order for acceptance. The District reserves the right to reject fiber cable which does not conform to the standards or fails testing. The District also reserves the right to reject fiber cable damaged in shipment.
- b) Cable reels rejected by the District based on noncompliance with these specifications or due to damage during shipment shall be returned to the supplier at the supplier's expense. The District reserves the right to determine whether replacement reels and cable will be accepted or cash refund is required.
- c) The District acceptance or rejection will be made within 30 days of delivery.

9. GUARANTEE

The Fiber Optic Cable shall be guaranteed against all defects in workmanship, materials and design for a period of three years from the date of acceptance.

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Bid No. 15-08-FS

SECTION E: CONTRACT

This Agreement made and entered into this ____ day of _____, _____, by and between the Public Utility District No. 1 of Lewis County, Washington, hereinafter called the District, and

hereinafter called the Contractor.

WITNESSETH:

That the District and the Contractor in consideration of the payments hereinafter mentioned agree as follows:

ARTICLE I.

The complete Contract includes the Advertisement for Bids, Bidding Regulations, Proposal, Contract, Specifications, and all modifications incorporated in these documents before their execution. The foregoing documents shall hereinafter be called "Contract Documents." All obligations of the District and the Contractor are fully set forth and described herein.

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

ARTICLE II.

The Contractor agrees to furnish free and clear of all liens and encumbrances all equipment, apparatus, facilities and drawings according to the Specifications contained in the Contract Documents for which he was the successful bidder.

The District hereby promises and agrees with the Contractor to employ and does employ the Contractor to furnish all equipment in strict accordance with the accepted Plans and Specifications and hereby contracts to pay for the same according to the price stated in the Proposal.

PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY

CONTRACTOR

By _____
Its Manager

By _____

Attest: _____

Attest: _____

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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 _____

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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: _____

Witness: _____
Principal
(Surety)

By _____
Attorney-In-Fact