



CASCADE WATER ALLIANCE
LAKE TAPPS AQUATIC PLANT MANAGEMENT
INVITATION TO BID

July 16, 2010

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Lake Tapps Aquatic Plant Management

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INVITATION TO BID
LAKE TAPPS
AQUATIC PLANT MANAGEMENT



Advertised Date: July 16, 2010
Invitation to Bid (ITB) Title: Aquatic Plant Management
ITB Number: 2010-001
Due Date: July 29, 2010 2:00 P.M.
Buyer: Cascade Water Alliance

PROJECT DESCRIPTION

The general purpose of the project is to apply herbicides as specified in the Contract Documents to eradicate and/or control Eurasian Water Milfoil (EWM) in Lake Tapps. The Scope of Work is as specified in the following section entitled SCOPE OF WORK and as will be modified by Addendum (see Notice to Bidders, below).

EWM is a non-native, invasive aquatic plant (*Myriophyllum spicatum* L.) that spreads rapidly, crowds out native plants, and forms dense surface mats. Lake Tapps is an important recreational and residential lake located in Pierce County. Lake Tapps is approximately 2,500 acres and the maximum treatment area within the Scope of Work is approximately 400 acres. There are about 1,500 homes on the lake and access for work is limited to one of two public boat launches as described further herein. .

Lake Tapps is shallow and rarely stratifies. This shallow depth, combined with very clear water sediments, makes the lake an ideal environment for growing aquatic plants. This also means that the lake faces a threat if the infestation is not contained. If left uncontrolled, EWM poses the potential of colonizing the lake and forming dense mats.

SCOPE OF WORK

Notice to Bidders: CASCADe intends to issue an Addendum to this Scope of Work shortly after the Bid Advertisement date. Bidders will be required to base their bids on the revised Scope of Work set forth in the Addendum and acknowledge receipt of the Addendum in submitting bids.

The following is the preliminary minimum Scope of Work to be executed by the successful bidder (Contractor):

A. Herbicide Application Treatment Schedule/Outline

Bid Item No. 1 On or before August 15, 2010 apply Sonar Q (Quick Release) in pellet form to the primary treatment area designated on the aquatic plant map (Figure 1). Apply Sonar Q at concentration of 12 to 20 parts per billion every two weeks for a total of 2 primary treatments of Sonar Q (specific dates subject to permitting). Second application of Sonar Q to be dosed based on FastEST testing for herbicide concentrations to maintain treatment concentrations in excess of 8 parts per billion.

The Contractor shall follow all U.S. EPA herbicide label directions and restrictions. The Contractor shall also follow all state permit conditions and be responsible for implementing all notification and posting requirements of the state permit. The permit conditions and public notice procedures for aquatic herbicide applications to submersed aquatic noxious weeds may be found at:

http://www.ecy.wa.gov/programs/wq/pesticides/final_pesticide_permits/noxious/noxiouspermitmayfinal.pdf. CASCADE will provide the Contractor with a mailing list of all properties located on Lake Tapps for the purpose of residential and business notifications if the Contractor chooses to mail the notices.

A minimum of six (6) full weeks must elapse from the completion of Bid Item No 1 work to the commencement of Bid Item No 2 work.

In connection with Bid Item No. 1 work, the Contractor shall provide notification to Department of Ecology and all property owners on Lake Tapps (estimated number: 1,500) per Department of Ecology rules and all permit requirements. The cost of providing such notification shall be incidental to and included within the Bid Item No. 1 Lump Sum price.

Bid Item No. 2 On or before September 20, 2010 Sonar PR (Precision Release) must be applied to the target area designated on the aquatic plant map (Figure 1). Apply Sonar PR at a concentration of 8 to 12 parts per billion. This will be a one time application.

The Contractor shall follow all U.S. EPA herbicide label directions and restrictions. The Contractor shall also follow all state permit conditions and be responsible for implementing all notification and posting requirements of the state permit. The permit conditions and public notice procedures for aquatic herbicide applications to submersed aquatic noxious weeds may be found at:

http://www.ecy.wa.gov/programs/wq/pesticides/final_pesticide_permits/noxious/noxiouspermitmayfinal.pdf. CASCADE will provide the Contractor with a mailing list of all properties located on Lake Tapps for the purpose of residential and business notifications if the Contractor chooses to mail the notices.

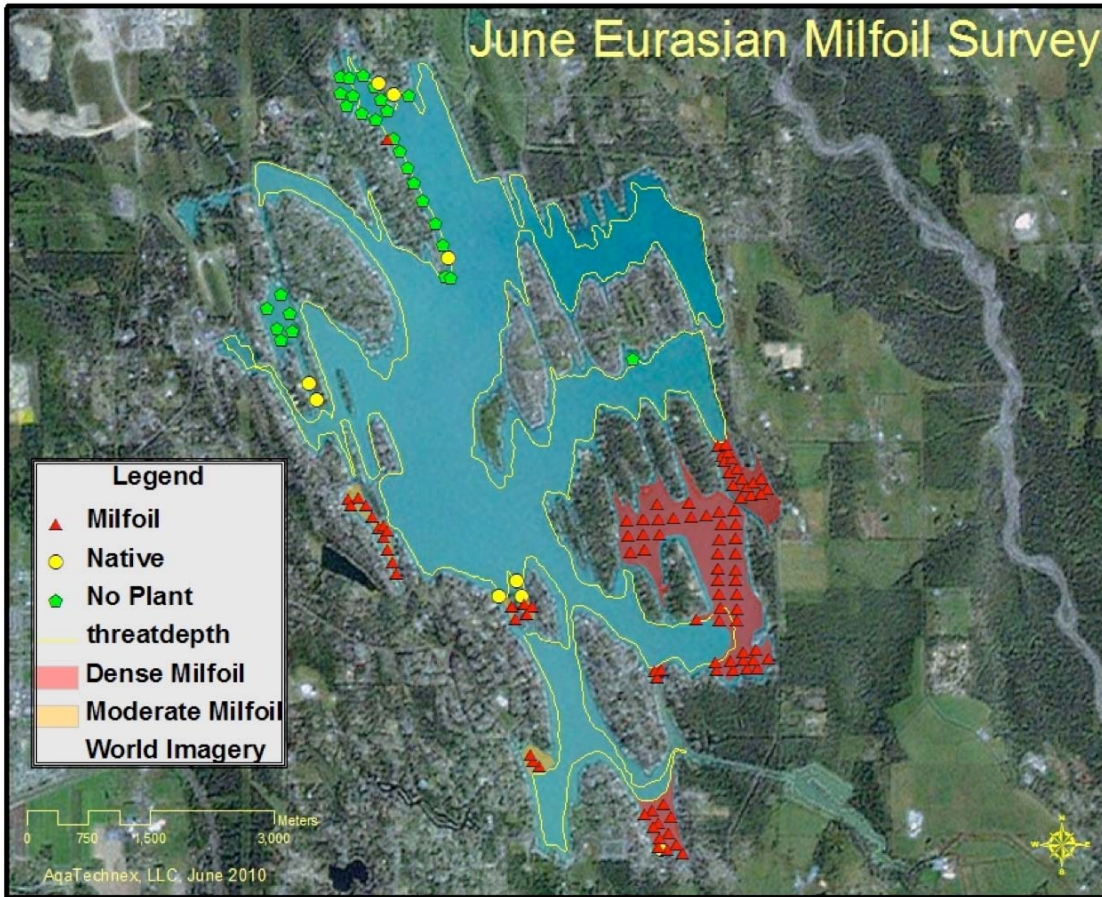
In connection with Bid Item No. 2 work, the Contractor shall provide notification to Department of Ecology and all property owners on Lake Tapps (estimated number: 1,500) per Department of Ecology rules and all permit requirements. The cost of providing such notification shall be incidental to and included within the Bid Item No. 2 Lump Sum price.

B. Pre-Treatment & Post Treatment Notification to DOE

Pre-treatment and post-treatment notifications will be sent to the Department of Ecology for every application date. Pre-treatment notification must be submitted to Ecology by 5:00 pm on the Friday prior to the treatment date; including the following information: Location where treatment will begin, chemicals/products proposed for use, targeted plants and algae, proposed date & treatment start time.

Post-treatment notification must be submitted by 5:00 pm on Friday after treatment date; including the following information: chemicals/products used, targeted plants & algae, acres treated, amount of product applied (lbs.), and date treatment occurred.

FIGURE 1.



BIDDERS SHALL COMPLETE AND SIGN THE ADDENDUM ACKNOWLEDGEMENT FORM BELOW

We acknowledge that Addenda numbered _____ to _____ have been examined as part of the Contract Documents. The submission of this ITB as signed by an authorized representative of the Bidder constitutes an acceptance of all terms and conditions contained in the ITB and any Addenda. Bidder acknowledges that attaching any additional material terms and conditions or modifying the ITB terms and conditions will result in the bid being rejected.

Bidder acknowledges and agrees that CASCADE's acceptance of any bid made in response to this ITB will be documented in a written award of this bid to the Bidder by CASCADE and that the resulting contract obligating the Bidder to perform shall be in accordance with the terms and conditions of all six Sections of this ITB and the Plans and Specifications incorporated herein by reference (the "Contract").

Company Name		
Address		
Signature	Print Name and Title and Date	
Email	Phone	Fax

SECTION 1 Instructions to Bidders

1.1 Bid Submittal Procedure

The original and one (1) copy of this entire ITB solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Sealed bids shall contain all required attachments and information and be submitted to Cascade Water Alliance (hereinafter "Cascade") no later than the date, time and place stated on the front of this ITB or as amended, to the following address:

Cascade Water Alliance
Gateway I Building
11400 SE 8th Street, Suite 440
Bellevue, WA 98004

Attention: Mr. Jon Shimada

The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

1.2 Acceptance and Notification

Only bids or modifications of bids received in accordance with the requirements of this ITB will be accepted. Facsimile or electronic bids will not be considered.

1.3 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.4 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.5 Cancellation of ITB or Postponement of Bid Opening

Cascade reserves the right to cancel the ITB at any time.

Cascade may change the date and time for submitting bids prior to the date and time established for submittal.

1.6 Plans and Specifications

Any Plans and Specifications referenced by this ITB are as contained in this ITB, inclusive of regulatory compliance requirements for licensed aquatic herbicide applicators. Any alterations or revisions will be issued as Addenda as described in Section 1.7

1.7 Addenda

If at any time, Cascade changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, Cascade will issue a written Addendum to the ITB.

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and received by CASCADE no later than five (5) calendar days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Owner Contact Data:

Cascade Water Alliance
Attn: Jon Shimada
Gateway I Building
11400 SE 8th Street, Suite 440
Bellevue, WA 98004

Email: jshimada@cascadewater.org

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than Cascade's designated representative may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which Cascade may rely that the Bidder has thoroughly examined and is familiar with the ITB and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to Cascade. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

Requests to withdraw a bid due to clerical or administrative error must be submitted in writing along with supporting evidence for such claim for review by Cascade. Evidence must be delivered to Cascade within two (2) business days after request to withdraw. Cascade reserves the right to require additional records or information to evaluate the request. Any review by Cascade of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on Cascade to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder. Any request to withdraw a bid must be submitted to Cascade within 24 hours of bid opening. Any request submitted thereafter will be considered solely at Cascade's sole and exclusive discretion.

1.12 Cost of Bid and Samples

Cascade is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to Cascade. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If Cascade determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. Cascade's determination will be final.

1.14 Bid Effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date. Bid Price and Tax.

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point.

Taxes: Sales/use taxes and Federal excise taxes shall be included in the bid price in accordance with the Bid Form.

All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price.

1.15 Bid Bond

Each bid shall be accompanied by a certified or cashier's check or postal money order in any amount not less than five percent of the bid payable to CASCADE or accompanied by a bid bond

in any amount not less than five percent of the bid. The application or release of this bid security shall be as set forth in RCW 57.08.050.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by Cascade to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of Cascade.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

Cascade will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Mandatory Responsibility Criteria

Bidder shall complete the information requested in the following chart:

General Information	
Project Name:	Project Number:
Bidder's Business Name:	Bid Submittal Deadline:
Contractor Registration – https://fortress.wa.gov/lni/bbip/	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
Contractor and Plumber Infraction List – http://www.lni.wa.gov/tradeslicensing/contractors/hirecon/infractions/	
Is Bidder on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Current UBI Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage – https://fortress.wa.gov/lni/crpsi/MainMenu.aspx	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>

Employment Security Department Number –	
Employment Security Department Number:	
• Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
• And/or have you asked the Bidder for documentation from Employment Security Department on account number?	Yes <input type="checkbox"/> No <input type="checkbox"/>
State Excise Tax Registration Number –	
http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding –	
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Bidder listed on the “Contractors Not Allowed to Bid” list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Checked by:	
Name of Employee:	Date:

Supplemental Responsibility Criteria

- In addition to the mandatory bidder responsibility criteria above, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the Project:
 - 1. Provide information documenting firm’s completion of three (3) projects using Fluridone herbicides on lakes/reservoirs of 2000 acres or more with treatment areas of 200 acres or more in the past five years that targeted the control of Eurasian Watermilfoil. Include a summary of results and references.
 - 2. Provide information documenting firm’s completion of at least five (5) projects on Pacific Northwest lakes where successful eradication or 99% plus control of Eurasian Watermilfoil with fluridone was achieved, regardless of size of lake or treatment area. Provide references.
- Do not submit this documentation with the bid. As evidence that the bidder meets the supplemental bidder responsibility criteria above, the three (3) apparent low bidders must submit such documentation to CASCADE within 24 hours after the bid submittal deadline. CASCADE reserves the right to request such documentation from other bidders also.
- If CASCADE determines the bidder does not meet the supplemental bidder responsibility criteria above and is therefore not a responsible bidder, CASCADE shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of CASCADE’s determination by presenting additional information to CASCADE. CASCADE will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, CASCADE will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

2.3 Auditing

Cascade reserves the right to audit the Contractor throughout the term of this Contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this Contract. Cascade will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this Contract.

2.4 Rejection of Bids/Permit Acquisition

Cascade reserves the right to reject all bids for any or no reason or to waive informalities and irregularities in bids.

Cascade also reserves the right to reject all bids and not award the Contract if Cascade is unable to acquire any necessary permits from any local, county or state agencies or jurisdictions in a timely manner.

2.5 Contract Award

Contract award, if any, will be made by Cascade to the low, responsive, responsible Bidder. Cascade will have no obligations until an award is made and an order placed with the Contractor.

Cascade reserves the right to award one or more contracts as determined to be in Cascade's best interest. Cascade may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall constitute the binding Contract between CASCADE and Contractor. The terms and conditions of this Contract are as set forth in this ITB, inclusive of Section 6 (Specific Contractual Terms and Conditions), and together shall be referred to as the Contract Documents.

SECTION 3 Bid Form

3.1 Pricing

The Contractor shall be paid a lump sum for Items 1 and 2 described above. Mobilization and all other incidental expenses shall be included in the lump sum items, and no additional compensation shall be paid.

PROPOSAL (FORM OF BID)

ITEM NO.	QUANTITY	UNIT	BID ITEMS	PRICE PER UNIT	TOTAL AMOUNT
1	1	Lump Sum			
2	1	Lump Sum			
			Bid Item Subtotal		
			Add Sales Tax at 9.5%		
			Grand Total		

ADDITIONAL BID ITEMS					

(Do not include sales tax in unit prices.)

SECTION 4 Bid Opening Label



11400 SE 8th Street
Suite 440
Bellevue, WA 98004

Bid No.

Bid Title

Due Date

Vendor

END OF SECTION

SECTION 5 General Contractual Terms and Conditions

5.1 Administration; General Requirements

This Invitation to Bid (ITB), when awarded by Cascade, shall constitute a Contract between Cascade and the Contractor who shall be responsible for providing the goods or services described herein. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder. Cascade is not party to defining the division of work between the Contractor and its Subcontractors.

Reports and data required to be provided by the Contractor shall be delivered to Cascade. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to Cascade.

All work shall be done under the general observation of CASCADE's representative.

Access to Lake Tapps for the purpose of executing the Work is available only from the public launches at Allan Yorke City Park in Bonney Lake and the Pierce County Lake Tapps park..

Prior to conducting each herbicide application, the Contractor shall submit a proposed schedule and the materials and methods to be used. The schedule, materials, and methods shall be approved by CASCADE before initiation of each task item.

The Contractor shall maintain open communications with CASCADE staff throughout the project, especially with regard to schedule and expenses.

The Contractor shall be responsible for safe operation of boats and protection of the safety of all employees and sub-contractors.

The Contractor shall be responsible for regular inspections of all equipment used in field operations to identify and remove all EWM plant fragments. This will reduce the risk of spreading EWM to other sites.

The Contractor shall obtain and keep in force insurance coverage as specified in the contract.

All costs associated with these general responsibilities shall be incidental to other bid items, and no additional compensation shall be paid for general responsibilities.

Comply with local and county noise ordinances.

Do not perform treatment work on weekends unless approved in advance by CASCADE.

5.2 Contract Amendments

No oral order or conduct by Cascade shall constitute a contract amendment. Contract amendments shall only be effective upon written notification by Cascade. Cascade reserves the right to amend the Contract to add or delete goods or services within the intended scope of this Contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- Add items of like function, or similar in nature or purpose to the originally listed products
- Extend the Contract to include optional terms

Cost or price analysis may be required by Cascade for the evaluation of Contract modifications, terminations, revision to Contract requirements or other circumstances as determined by Cascade.

5.3 Invoices and Payments

Contractor shall be paid on or before the last day of the month, provided that Cascade has received an invoice conforming in all respects to the terms of this Contract and that such invoice is received prior to the tenth (10th) day of the month. Any invoice received after the tenth day of the month will be paid on or before the last day of the following month. The Contractor shall submit original invoices to Cascade. The invoice(s) shall contain the following information: the purchase order/contract number, item numbers, description of supplies, quantities, unit prices, extended totals.

The Contractor shall bill to the address on the Contract.

Failure to comply with these requirements or to provide an invoice in conformance with the Contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

Cascade will not be bound by prices contained in an invoice that are higher than those in the Contract. The invoice may be rejected and returned to the Contractor for correction.

5.4 Rejection of Goods Or Services

After award, CASCADE or authorized Cascade representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the Contract Documents. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by Cascade. All replacement goods and services shall be provided at the Contractor's own expense.

5.5 Re-procurement Costs

When Contractor fails to furnish goods or services in accordance with the terms of this Contract, and Cascade must purchase at a price greater than the Contract price, the difference may be charged to the Contractor. Cascade may exercise this charge as a credit against invoices due the Contractor.

5.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

Cascade may terminate this Contract for its convenience, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by Cascade, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid only its costs on work performed, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to Cascade, the Contractor shall account for the same and dispose of it in the manner Cascade directs. All termination payment requests may be subject to analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

Cascade may terminate this Contract, in whole or in part, for default as follows: if the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract.

A notice to cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have three (3) calendar days from the date of receipt of the notice to cure to cure the default or provide Cascade with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to Cascade, Cascade may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of Cascade hereunder in any manner.

5.7 Force Majeure

The term force majeure shall include the following enumeration: acts of nature, acts of civil or military authorities, fire, accidental shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then Cascade shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, Cascade shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

5.8 Taxes, Licenses, Permits and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify Cascade immediately of such condition in writing.

The Contractor and sub Contractor(s) shall maintain and be liable for all taxes, fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

As SEPA lead agency, CASCADE issued a SEPA checklist and received a Determination of Non-Significance. CASCADE will be responsible for securing all land use and environmental permits for the Project

The Contractor shall comply with the conditions and requirements of all permits and agreements associated with this project. All costs associated with permit compliance shall be incidental to other bid items, and no additional compensation shall be paid for permit compliance.

Contractor is also responsible for complying with all rules or regulations applicable to licensed aquatic herbicide applicators under Washington law.

5.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

5.10 Indemnification and Hold Harmless; Insurance; Bonds

- A. In providing materials or services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of Cascade for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services.

Cascade assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless Cascade and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes, and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other Contractors in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay Cascade all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract.
- C. The Contractor shall protect, defend, indemnify, and save harmless Cascade, their officers, employees, members, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.
- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects Cascade only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event Cascade incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition, Cascade shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

The Contractor shall obtain and keep in force during the entire term of the Contract comprehensive general liability insurance coverage in the amount of \$1,000,000 primary/\$2,000,000 aggregate, including vehicle liability (\$1,000,000) against any and all claims for damages to person or property that may arise out of operations under the contract, whether occurring by reason of acts or omissions of the Contractor, any sub-contractor, or anyone directly or indirectly employed by either the Contractor or sub-contractor. An endorsement and/or certificate of insurance naming CASCADE as an additional insured on such insurance shall be obtained. Such insurance must be maintained throughout the course of the Contract and for a period of at least three (3) years subsequent to completion. Any insurance maintained by CASCADE shall be secondary and noncontributory.

The Contractor shall furnish a surety bond in compliance with RCW 39.08 in the full amount of the Contract price which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors and suppliers.

5.11 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

5.12 Environmental Purchasing Policy

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

5.13 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes including the Resource Conservation and Recovery Act, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

5.14 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

5.15 Nondiscrimination and Equal Employment Program

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. All applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this Contract.

5.16 Non-Waiver of Breach

No action or failure to act by Cascade shall constitute a waiver of any right or duty afforded to Cascade under the Contract; nor shall any such action or failure to act by Cascade constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by Cascade in writing.

5.17 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

ACCEPTANCE AND AWARD OF BID
LAKE TAPPS
AQUATIC PLANT MANAGEMENT



Advertised Date: July 16, 2010
Invitation to Bid (ITB) Title: Aquatic Plant Management
ITB Number: 2010-001
Due Date: July, 29, 2010
Buyer: Cascade Water Alliance
Total Bid Price: \$ _____
Bidder _____

The Cascade Water Alliance accepts the offer of _____, dated _____, ITB Number _____ to provide aquatic management/EWM eradication and control services and products on the terms and conditions set forth therein, and hereby contracts with _____ according to those terms and conditions (which are attached hereto and incorporated herein).

Cascade Water Alliance,
A Washington non-profit corporation

By _____

Title _____