



PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY
N. 21971 Hwy. 101
Shelton, Washington 98584

BOARD OF COMMISSIONERS
MIKE SHEETZ, Commissioner
JACK JANDA, Commissioner
RON GOLD, Commissioner

Request for Proposals

Janitorial Services

NOTICE IS HEREBY GIVEN THAT PUBLIC UTILITY DISTRICT No. 1 OF MASON COUNTY, WASHINGTON, does hereby invite bids from qualified, responsible bidders specializing in janitorial maintenance for a 36 month contract **beginning August 1, 2019 through July 31, 2022.**

SUBMISSION DEADLINE:

Bids must be submitted to Brandy Milroy, electronically at brandym@mason-pud1.org or in person or by mail to 21971 N. US Hwy 101, Shelton, WA 98584, no later than **Friday, May 3, 2019 at 4:00 p.m.** Bids received after deadline will not be considered. The District's email will serve as the official date/time stamp for submittals.

A voluntary site visit will be available for all interested bidders on **Wednesday, April 17, 2019 at 2:00 p.m.**

Questions may also be submitted to Julie Gray at julieg@mason-pud1.org and answers will be posted on the District's website www.mason-pud1.org/bids/ next to the bid announcement so all bidders receive the same information.

All bidders must be registered on the District's small works roster online at MRSC Rosters www.mrscrosters.org.

DISTRICT OPTION TO REJECT ALL BID PROPOSALS:

The District may, at its sole discretion, reject any or all bid proposals submitted. The District shall not be liable for any costs incurred in connection with the preparation and submittal of any bid proposal. The District reserves the right to waive any informality in a submitted proposal.

SCOPE OF WORK:

Perform janitorial services at PUD warehouse, administration and operations buildings. Bidders should plan on a 20 hr/week bid to complete all work listed. A complete list of facilities and tasks are provided in following pages.

Contractor will:

- Supply their own transportation.
- Be responsible for background checks and vetting of contractor's employees.
- Properly set security alarm system each day upon completion of work.
- Begin work Thursday, August 1, 2019 and determine schedule with Julie Gray, Executive Assistant. Julie will be your point of contact at the PUD.



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District will:

- Provide or reimburse contractor for all materials that may need to be procured.
- The District typically provides all supplies. Contractor responsible for noting any supplies that are getting low and need to be purchased.

PREPARATION AND CONTENT OF THE PROPOSAL:

The proposal price(s) must be shown on the attached "QUOTATION SHEET" provided for each of the criteria listed – Nightly, Monthly, and Additional Services.

PREVAILING WAGE:

All contractors and subcontractors are required to pay Washington State prevailing wages. View prevailing wage rates at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>, rates, or view a copy at Mason County PUD No. 1's offices at N. 21971 Hwy 101, Shelton, WA.

DISADVANTAGED BUSINESS ENTERPRISE:

Mason County PUD No. 1 is an equal opportunity employer; small business, minority and women owned firms are strongly encouraged to apply.

PROPOSAL SELECTION AND EVALUATION:

SELECTION PROCESS

The District reserves the right to act as sole judge of the contents of the proposals and for selection of a contractor. The award of a contract will be based on the lowest responsive proposal submitted from a responsible contractor.

Adherence to Form

All proposals submitted in response to this RFP must adhere to the format set forth in this RFP. Failure of the contractor to adhere to this format may eliminate their proposal from any further consideration.

Required Additional Material

All bidders shall submit a brief statement of their proposed work schedule and work objective to achieve the required scope of work, description of qualifications with the total number of employees available to service this contract, and list a minimum of three (3) client references; and any other information which would be beneficial to the District for purposes of evaluating this proposal.



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EVALUATION PROCESS

Evaluation of the proposals and their cost effectiveness to the District will be made by the District's management team. The management team will evaluate all information provided in the proposal documents to determine the compliance to requirements set forth in this RFP, and responsible qualifications of the individual(s) or firm(s) submitting a proposal.

EVALUATION CRITERIA

The evaluation and determination of the fulfillment of the following requirements will be made by the District and its judgment will be final. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for its rejection. Criteria to be used in the selection process will include, but may not be limited to, the following considerations;

- **Cost-** To be considered cost effective, a proposal shall provide the required services at the lowest cost to the District.
- **Contractor's Experience** - Of particular interest will be those services provided to projects of similar size and scope of service.
- **Contractor's Capability** - Contractor's proposed scope of work, suggested materials, and visual enhancements.
- **Contractor's Understanding of the Work** - Demonstration of the Contractor's understanding of the magnitude and complexity of the maintenance services and expertise required to perform successfully under the contract. Ability to comply with minimum specifications as set forth in scope of work.

INVOICING:

Contractor shall provide time and material invoices for each project to the District at the completion of each project in a format acceptable to the District for work performed to the date of the invoice.

ATTACHMENTS:

- A – Scope of Work
- B- Janitorial RFP Pricing Sheet
- C- Sample Service Contract



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Attachment A - SCOPE OF WORK

The Contractor shall:

- Provide all labor necessary to maintain the buildings.
- Ensure that all employees on-site have code to enter buildings and are trained to re-set the alarm system each night.
- Communicate with Julie Gray **immediately** (within 24 hours) when there is a change in staffing that requires your contractor building code to be re-set.
- Follow all safety requirements and require appropriate PPE for employees.
- Provide a work schedule that includes: date of service, number of employees on site, action plan of work, length of time of services.
- Provide questions or suggestions via email to Julie Gray at julieg@mason-pud1.org or phone (360) 877-5249.

Attachement B - Janitorial Pricing Sheet

Janitorial RFP Pricing Sheet

<u>Nightly Cost for Cleaner</u>	Hours	Rate
<u>Monthly Cost (5x Week)</u>	Hours	Rate
<u>Additional Pricing:</u>	Rate	
Carpet Cleaning		
Strip and Refinish Flooring		
Windows Interior		
Windows Exterior		
Additional Cleaning Not in Contract		
Emergency Rate		

Administration Building

Building Entrances, Lobby, Entryways	Weekly	Monthly	Annually	Special Requirements/Notes
Detail entry glass doors	1x			
Empty all trash/replace liners	5x			
Maintain debris free entries	5x			
Vacuum carpeted area/mats	5x			
Dustmop and dampmop hard floors with appropriate method for surface	5x			
Wipe down doorknobs	2x			
Spot clean walls/doors	2x			Or as needed.
Detail vacuum corners/edges	1x			
Clean walls, doors, frames, switches, high and low dust	1x			Or as needed.

Restrooms	Weekly	Monthly	Annually	Special Requirements/Notes
Empty trash & replace liners	5x			
Clean/disinfect counters	5x			
Clean/disinfect all fixtures	5x			
Clean/shine mirrors	5x			
Clean/fill all dispensers	5x			
Clean/disinfect toilets	5x			
Clean/disinfect sinks	5x			
Clean/disinfect shower	n/a			
Clean ceiling fans		1x		
Clean heater vents		1x		
Sweep & mop floors	5x			
Dust all horizontal surfaces	1x			
Spot clean walls, doors, frames, switches	1x			Or as needed.

Tenant Office Areas	Weekly	Monthly	Annually	Special Requirements/Notes
Empty all trash & replace liners	5x			
Dust furniture, phones, screens, surfaces without moving files & paperwork	1x			
Dust window sills and other horizontal surfaces within reach	1x			
Vacuum carpet traffic areas with appropriate method for the surface	5x			
Spot clean all glass as needed	5x			
Remove all fingerprints and smudges from doors & light switches	1x			
Sweep floors & mop with appropriate method for the surface	5x			
Secure doors & turn off lights	5x			
Dust vent covers & blinds		1x		
Detail vacuum corners & edges	1x			
High & low dust	1x			

Kitchen/Breakrooms	Weekly	Monthly	Annually	Special Requirements/Notes
Empty trash & replace liners	5x			
Wash dishes & return to cupboards	5x			
Clean/disinfect counters & sinks	5x			
Wipe exterior of cabinets, appliances, inside of microwave		2x		
Wipe out shelves inside refrigerator		1x		District will empty fridge on last day of the month.

Operations Building

Building Entrances, Lobby, Entryways	Weekly	Monthly	Annually	Special Requirements/Notes
Detail entry glass doors	1x			
Empty all trash/replace liners	5x			
Maintain debris free entries	5x			
Vacuum carpeted area/mats	5x			
Dustmop and dampmop hard floors with appropriate method for surface	5x			
Wipe down doorknobs	2x			
Spot clean walls/doors	2x			Or as needed.
Detail vacuum corners/edges	1x			
Clean walls, doors, frames, switches, high and low dust	1x			Or as needed.

Restrooms	Weekly	Monthly	Annually	Special Requirements/Notes
Empty trash & replace liners	5x			
Clean/disinfect counters	5x			
Clean/disinfect all fixtures	5x			
Clean/shine mirrors	5x			
Clean/fill all dispensers	5x			
Clean/disinfect toilets	5x			
Clean/disinfect sinks	5x			
Clean/disinfect shower		1x		
Sweep & mop floors	5x			
Dust all horizontal surfaces	1x			
Spot clean walls, doors, frames, switches	1x			Or as needed.

Tenant Office Areas	Weekly	Monthly	Annually	Special Requirements/Notes
Empty all trash & replace liners	5x			
Dust furniture, phones, screens, surfaces without moving files & paperwork	1x			
Dust window sills and other horizontal surfaces within reach	1x			
Vacuum carpet traffic areas with appropriate method for the surface	5x			
Spot clean all glass as needed	5x			
Remove all fingerprints and smudges from doors & light switches	1x			
Sweep floors & mop with appropriate method for the surface	5x			
Secure doors & turn off lights	5x			
Dust vent covers & blinds		1x		

Detail vacuum corners & edges
 High & low dust

1x			
1x			

Kitchen/Breakrooms	Weekly	Monthly	Annually	Special Requirements/Notes
Empty trash & replace liners	5x			
Wash dishes & return to cupboards	5x			
Clean/disinfect counters & sinks	5x			
Wipe exterior of cabinets, appliances, inside of microwave		2x		
Wipe out shelves inside refrigerator		1x		District will empty fridge on last day of the month.

Board Room	Weekly	Monthly	Annually	Special Requirements/Notes
Empty trash & replace liners	5x			
Vacuum Floors	1x			
Wipe & disinfect tabletop surfaces	1x			



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Contract No. X-#####

Date _____

Attachment C - Sample Service Contract

STATE OF WASHINGTON

Type of Contract

PUBLIC WORKS CONTRACT

For _____

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. **Scope of Work.** The Contractor shall perform all work and service(s) and furnish all tools, materials, labor and equipment (collectively referred to as "Services") according to the procedure outlined in the specifications of the Call for Bids for **business name** for the period of **month day, 20xx** through **month day, 20xx** and the bid documents, which are all attached and incorporated herein, and any applicable construction standard(s), which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof. The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the specifications to be furnished by the PUD 1.

2. **Compensation.** PUD 1 agrees to pay the Contractor according to monthly invoices detailing the work performed pursuant to the specifications and payment schedule of itemized prices as listed in the Contractor's Quote submittal at the time and in the manner and upon the conditions provided for the Contract. PUD 1 will pay the Contractor within thirty (30) days of receipt of an approved Invoice in accordance with this Contract. Retainage will be released in accordance with statutory requirements.

3. **Retainage.** Pursuant to RCW 60.28, PUD 1 will reserve five percent (5%) from the moneys the Contractor earns during the progress of the Services, to be retained as a trust fund for the protection and payment of the claims of any person arising under this Contract and the state with respect to taxes imposed pursuant to Title 82 RCW, which may be due from the Contractor. The moneys reserved will be retained in a fund by PUD 1 until forty-five (45) days following formal acceptance of the Contractor by the PUD 1 ("Final Acceptance"). The Contractor may retain payment of not more than five percent (5%) from the moneys earned by any Subcontractor.

4. **Change Orders.** Any proposed change in this Contract shall be submitted to the other party, as listed herein, for its prior written approval. If approved, change will be made by a contract modification that



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will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid. Contractor may be required to provide a detailed cost estimate for the proposed change.

5. **Agency Relationship between PUD 1 and Contractor.** Contractor shall, at all times, be an independent Contractor and not an agent or representative of PUD 1 with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of PUD 1. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of PUD 1.

6. **Successors and Assigns.** Neither the PUD 1, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other. b. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

7. **Property Rights.** All records or papers of any sort relating to the PUD 1 and to the project will at all times be the property of the PUD 1 and shall be surrendered to the PUD 1 upon demand. All information concerning the PUD 1 and said project which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the PUD 1.

8. **Inspection and Production of Records.**

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the PUD 1, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the PUD 1's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the PUD 1 sufficient, safe, and proper facilities, and/or send copies of the requested documents to the PUD 1. Contractor's records relating to the Services will be provided to the PUD 1 upon the PUD 1's request.
- b. Contractor shall promptly furnish the PUD 1 with such information and records which are related to the Services of this Contract as may be requested by the PUD 1. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the PUD 1 access to (and the PUD 1 shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.



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- c. All records relating to Contractor's services under this Contract must be made available to the PUD 1, and the records relating to the Services are PUD 1 records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

9. **Employment Security.** Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.

10. Prevailing Wages.

- a. The Contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work. a. RCW 39.12.010 - the Prevailing Rate of Wage. It is solely the responsibility of the Contractor to determine the appropriate prevailing wage rate for the services being provided.
- b. RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final money is disbursed, each contractor and subcontractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries. c. RCW 39.12.070 - Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the Contractor. The State of Washington prevailing wage rates applicable for this public works project, which is located in Mason County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the quote submittal for this project, the applicable effective (start) date of this project for the purposes of determining prevailing wages is the quote date, January 1, 2019 and each succeeding January 1st. A copy of the applicable prevailing wage rates are also available for viewing at the PUD 1 Purchasing office, located at 21971 US-101, Shelton, WA 98584. Upon request, the PUD 1 will mail a hardcopy of the applicable prevailing wages for this project.

11. **Certified Payroll for Non-Federally Funded Projects.** Upon request by the PUD 1 or by an Interested Party, copies of certified payroll shall be provided to PUD 1, with employee information such as last name, SSN and address, redacted in accordance with RCW 42.56.230, in order to provide for public records requests. The PUD 1 reserves the right to require Contractor to deliver to PUD 1 a copy of the non-redacted



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Certified Payroll if PUD 1 determines, in its sole discretion, that, such non-redacted copy is necessary or appropriate in order to enable PUD 1 to comply with any applicable law. RCW 42.56.230 (7)(a) Personal Information Exemption: Any record used to prove identity, age, residential address, social security number, or other personal information required to apply for a driver's license or identicard. RCW 39.12.010 (4): An "Interested Party" for the purposes of this chapter shall include a contractor, subcontractor, an employee of a contractor or subcontractor, an organization whose members' wages, benefits, and conditions of employment are affected by this chapter, and the director of labor and industries or the director's designee. WAC 296-127-320 Payroll: (1) Each contractor shall keep accurate payroll records for three years from the date of acceptance of the public works project by the contract awarding agency, showing the name, address, Social Security number, trade or occupation, straight time rate, hourly rate of usual benefits as defined by WAC 296-127-014(1), and overtime hours worked each day and week, including any employee authorizations executed pursuant to WAC 296-127-022, and the actual rate of wages paid, for each laborer, worker, and mechanic employed by the contractor for work performed on a public works project. (2) A contractor shall, within ten days after it receives a written request, from the department or from any interested party as defined by RCW 39.12.010(4), file a certified copy of the payroll records with the agency that awarded the public works contract and with the department. (3) A contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

12. **Nondiscrimination.** During the performance of this Contract, the Contractor agrees as follows: The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.). This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement. In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future PUD 1 contracts.

13. **Indemnification and Hold Harmless.**

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. Contractor agrees to defend, indemnify and hold harmless the PUD 1, its elected and appointed officials, officers, employees, attorneys, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) which result or arise out of the negligent acts or omissions of Contractor, its officials, officers, employees or agents.



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- b. If any suit, judgment, action, claim or demand arises out of, or occurs in conjunction with, the negligent acts and/or omissions of both the Contractor and the PUD 1, or their elected or appointed officials, officers, employees, agents, attorneys or volunteers, pursuant to this Contract, each party shall be liable for its proportionate share of negligence for any resulting suit, judgment, action, claim, demand, damages or costs and expenses, including reasonable attorneys' fees.

14. **Contractor's Waiver of Employer's Immunity under Title 51 RCW.** To the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section a, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the PUD 1 and its elected and appointed officials, officers, employees, attorneys, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party. e. The terms of this section shall survive any expiration or termination of this Contract.

15. **Contractor's Liability Insurance.** At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the PUD 1 and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The PUD 1 reserves the right to require higher limits should it deem it necessary in the best interest of the public. Contractor will provide a Certificate of Insurance to the PUD 1 as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the PUD 1, prior to commencement of work. The following insurance is required:

- a. **Commercial Liability Insurance.** Before this Contract is fully executed by the parties, Contractor shall provide the PUD 1 with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the PUD 1, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The



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- policy shall name the PUD 1, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the PUD 1 prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as PUD 1's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.
- b. **Automobile Liability Insurance.** Before this Contract is fully executed by the parties, Contractor shall provide the PUD 1 with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of One Million Dollars (\$1,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the PUD 1, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the PUD 1, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the PUD 1 prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as PUD 1's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.
- c. **Employer's Liability (Stop Gap):** Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The PUD 1 shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility. Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, or self-insurance maintained by the PUD 1 shall be in excess of the Contractor's insurance and shall not contribute to it. If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full



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force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the PUD 1 to terminate the Contract. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and the PUD 1, its officers, elected and appointed officials, employees, agents, attorneys and volunteers, Contractor's liability hereunder shall be limited to the extent of the Contractor's negligence.

16. **Severability.** If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

17. **Hierarchy of Documents.** This Agreement and the conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with a PUD 1 documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 21971 US-101, Shelton, WA 98584, and are hereby incorporated by reference into this Contract.

18. **Termination – Convenience.** This Contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the Contract.

19. **Termination – Cause.** PUD 1 reserves the right to terminate this Contract at any time, upon written notice, in the event that the Services of Contractor are deemed by the PUD 1 to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this Contract. The effective date for such termination shall be upon receipt of the notice, or three days after the notice is mailed first class mail, certified with return receipt requested.

20. **Force Majeure.** Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the PUD 1 immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

21. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington.



PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY
N. 21971 Hwy. 101
Shelton, Washington 98584

BOARD OF COMMISSIONERS
MIKE SHEETZ, Commissioner
JACK JANDA, Commissioner
RON GOLD, Commissioner

22. **Venue.** The venue for any action to enforce or interpret this Contract shall lie in Mason County, Washington.

IN WITNESS WHEREOF: The Owner, has caused this Contract to be subscribed in its behalf, and the said Contractor has signed this Contract the day and year first above written.

Contractor:

By _____

Title _____

Date _____

Washington State Contractor's
License No. _____

Owner:

Public Utility District No. 1 of Mason County

By _____

Title General Manager

Date _____



PUBLIC UTILITY DISTRICT NO. 1
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CONTRACTOR'S OPTION: Payment and Performance Bond Waiver

It is hereby requested that the payment and performance bond requirement be waived for the subject contract, and 10% of the amount of the contract withheld for a period of thirty (30) days after the date of final acceptance, and/or until receipt of all necessary releases from the Department of Labor and Industries, and Department of Employment Security, and settlement of any liens filed under Chapter 60.28. RCW, whichever is latest, as set forth in RCW 39.08.

Contractor _____

Signature _____

Name/Title _____

Date _____