



Mason County PUD No. 1

REQUEST FOR PROPOSAL

**WATER QUALITY TESTING LABORATORY
SERVICES**

1. GENERAL INFORMATION

The purpose of this Request for Proposal (RFP) is to select a water quality testing laboratory to provide such service(s) in accordance with the Scope of Services (Attachment A).

Interested and qualified water quality testing laboratories who have successfully demonstrated their ability to provide similar services at comparable facilities are invited to submit proposals. Laboratories must be accredited by Washington State Department of Ecology to be placed on the Mason County PUD No. 1 Small Works Roster prior to the bid closing date of August 16, 2019.

District Option to Reject All Proposals

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

Term of Contract

The term of each contract will be for a period beginning September 1, 2019 and ending on July 31, 2022 with automatic annual renewals.

Any contract may be canceled or terminated at any time by the District without cause, upon giving of at least sixty (60) days written notice to the contractor.

Statement of Qualifications

1. Contractor must have experience in the provision of drinking water quality testing and/or areas that are similar in nature and scope as those described hereinafter.
2. Required to document if accredited by Washington State Department of Ecology.
3. Ability to provide emergency testing services on evenings, weekends, and holidays.

Contract Requirements

Contractor will be required to enter into agreement with the District with standard terms addressing Insurance Requirements and Compliance with applicable laws, and other standard terms.

2. PREPARATION AND CONTENT OF THE PROPOSAL

The proposal price(s) must be shown on the attached "QUOTATION SHEET" provided. Show an individual unit price for each of the items and total price quotation.

Proposal Submittal

The contractor will submit one copy of the proposal(s) and any related information to:

Mason County PUD No. 1
Attn: James Reyes, Water Resource Engineer
21971 N. Hwy 101
Shelton, WA 98584
jamesr@mason-pud1.org

3. SUBMISSION DEADLINE

Proposals shall be emailed to JamesR@mason-pud1.org or mailed or hand delivered to Mason County PUD No. 1, Attn: James Reyes, 21971 N. US Hwy 101, Shelton, WA 98584 and will be **due August 16, 2019 at 4:30 pm PDT**. Proposals received after this time and date will not be considered. Faxed proposals will not be accepted.

4. 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 business schedule, proposed emergency schedule, description of qualifications to service this contract, identify any third-party laboratories that will be used to service this contract and the tests the third-party will perform, 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.

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 other utilities in Washington State.
- **Contractor's Capability** - Contractor's proposed services, standard operational hours, and emergency operational hours.
- **Contractor's Understanding of the Work** - Demonstration of the Contractor's understanding of the services and expertise required to perform successfully under the contract. Ability to comply with minimum specifications as set forth in scope of work.

5. INVOICING

Contractor shall provide itemized invoices for each water quality test in a format acceptable to the District for work performed to the date of the invoice. All invoices shall be paid by mailing or emailing a District warrant within 30 days of receipt of a proper invoice.

ATTACHMENTS

A – Scope of Work

B – Quotation Sheet

C – Sample Service Agreement

Attachment A

SCOPE OF WORK:

The Contractor shall:

- Provide all labor, materials, equipment, and tools necessary to test drinking water samples provided by the District for the following parameters:
 - Microbial
 - Full Chemistry (IOC)
 - Metals
 - Volatile Organic Chemicals
 - Synthetic Organic Chemicals
 - Asbestos
 - Disinfectant Byproducts
 - Radionuclides
 - Lead and Copper
 - Asbestos
 - Nitrite and Nitrate
- For tests that cannot be performed in your laboratory, contract with a Washington State Department of Ecology accredited laboratory that will provide all labor, materials, equipment, and tools necessary to test drinking water samples provided by the District.
- Provide a routine pickup location in Mason County twice a week after 2 pm. Provide location, days, and times for sample pickup as well as sample bottle drop off location, days, and times.
- Available after-hours for emergency testing or contract with an accredited laboratory for emergency testing. Emergency availability must include holidays and weekends, prefer inclusion of evenings, also. Provide after-hours availability and procedures.
- Follow all safety requirements when using water quality samples and to require appropriate PPE for employees.
- Provide District with sample results in a timely manner (unsatisfactory results within hours of results and satisfactory results within days of results). Provide method of notification of results (fax, email, telephone, mail, etc.).
- Provide Washington State Department of Health Office of Drinking Water with sample results in a timely manner as required by state regulations.

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Attachment B

Task to be Performed	Bid Amount	In-House	Contract Lab	Combination In-House & Contract Lab
Total Coliform/E. coli Detect	\$			
Total Coliform/E. coli Count	\$			
Full Chemistry (Inorganic Chemicals)	\$			
Lead & Copper	\$			
Nitrate	\$			
Halo-Acetic Acid (HAA5) & Trihalomethanes (TTHM)	\$			
Volatile Organic Chemicals	\$			
Synthetic Organic Chemicals	\$			
Radionuclides	\$			
Alkalinity & Bromate	\$			
Total for All Work Performed	\$			

Sample Pick-Up Location: _____

Sample Pick-Up Days and Times: _____

Sample Bottle Drop Off Location: _____

Regular Business Hours and Days: _____

Emergency Availability: _____

Emergency Contact Procedure: Call Regular Phone Number Call Emergency Phone Number Other _____

Contract Lab(s): _____

Attachment B – Addendum 1

Task to be Performed	Annual # of Tests	Bid Amount	In-House	Contract Lab	Combination In-House & Contract Lab
Total Coliform/E. coli Detect	548	\$			
Total Coliform/E. coli Count	25	\$			
Full Chemistry (Inorganic Chemicals)	1 full IOC 2 Iron 3 Manganese	\$ \$ \$			
Lead & Copper	60 Lead 60 Copper	\$ \$			
Nitrate	51	\$			
Halo-Acetic Acid (HAA5) & Trihalomethanes (TTHM)	6 HAA5 6 TTHM	\$ \$			
Volatile Organic Chemicals	5 full VOCs	\$			
Synthetic Organic Chemicals	2 Pesticides 9 Herbicides 2 Insecticides	\$ \$ \$			
Radionuclides (Radium 228 & Gross Alpha)	5 Radium 228 5 Gross Alpha	\$ \$			
Alkalinity & Bromate	4 Alkalinity 4 Bromate	\$ \$			
Asbestos	1	\$			
Total for All Work Performed Annually	799 tests	\$			

Sample Pick-Up Location: _____

Sample Pick-Up Days and Times: _____

Sample Bottle Drop Off Location: _____

Regular Business Hours and Days: _____

Emergency Availability: _____

Emergency Contact Procedure: Call Regular Phone Number Call Emergency Phone Number Other _____

Contract Lab(s): _____

STATE OF WASHINGTON

Water Quality Services Contract

PUBLIC WORKS CONTRACT

For Water Quality Services

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 Water Quality Services for the period of August 1, 2019 through July 31, 2022 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 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,
- 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. Prevailing Wage Price Adjustments: The Contractor may request an adjustment to the contract for labor rates bid by PUD 1 to reflect changes in prevailing wage rates. Upon such request, PUD 1 shall adjust the labor rates bid (hourly wage rates and fringe benefits) to reflect revised prevailing wages adopted by the Department of Labor and Industries in March and September each year. In order to calculate the change in labor rates due to the Contractor, the Contractor shall provide to PUD 1 a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. PUD 1 shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the labor rates to reflect changes in the prevailing wage (hourly wage rates and fringe benefits). The revised prevailing wages shall be effective for any Work Order issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the Contract shall be calculated and issued in writing by the Owner. To the extent that the Contract Sum changes, a Change Order will be issued as appropriate.
- c. 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 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.
- 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 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 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. **Assignment.** The Contractor shall not let, assign or transfer this Contract, or any interest in it or part of it, without the written consent of PUD 1 which consent may be denied in the sole discretion of PUD 1.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

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

23. **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:

Owner:

Public Utility District No. 1 of Mason County

By _____

By _____

Title _____

Title: General Manager

Date _____

Date _____

Washington State Contractor's

License No. _____

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 _____