



**SECTION IV
CONTRACT
BID NUMBER 23BB0801**

THIS AGREEMENT is made and entered into between **JEFFERSON COUNTY PUBLIC UTILITY DISTRICT NO. 1** (hereinafter called the "District") and _____ (hereinafter called the "Vendor").

WITNESSETH: That the District and the Vendor, in consideration of the payments hereinafter mentioned, agree as follows:

**ARTICLE I
CONTRACT DOCUMENTS**

The complete Contract includes the Invitation for Bids, Notice and Instructions to Bidders, the Proposal, Specifications for Material, Contract, and all modifications incorporated in these Documents before their execution. The foregoing documents shall hereinafter be called "Contract Documents." All obligations of the District and the Vendor are fully set forth and described herein.

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

**ARTICLE II
CONTRACT COST**

The Vendor agrees to sell and deliver to the District, at the delivery point specified in this Contract, and the District agrees to purchase from the Vendor, the following Material in accordance with the Contract Documents and the provisions of the Vendor's Proposal attached hereto and made a part hereof:

Outdoor Network Enclosure

\$ _____

Note: Washington State Sales Tax is not included in the contract price; however, appropriate taxes will be applicable on purchase.

Alternate Bid Provisions and Specifications:

(INSERT ALTERNATE PROVISIONS/SPECS HERE OR DELETE PARAGRAPH)

ARTICLE III
SHIPMENT AND DELIVERY

The Vendor shall deliver the Equipment F.O.B. to the District's material yard at 310 Four Corners Road, Port Townsend, Washington 98368. The Vendor shall bear the risk of any loss, deterioration, or damage until the Equipment is delivered and accepted by the District as herein required.

On the same day that any shipment to the District is originated, a transmission, including the following, shall be forwarded to the District:

1. Packing List (each shipment must include a packing list)
2. Bill of Lading

The date of shipment shall be defined as the date the bill of lading is signed by the carrier. The District shall, upon receipt of such Materials, make final payment therefore to the Vendor not later than ninety (90) days after delivery and acceptance of all the Materials.

Any change in delivery date shall be reported immediately by telephone, followed by a written confirmation and explanation thereof. The delivery date shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without the fault of the Seller.

The District shall be notified as to the whereabouts of the material 48 hours prior to the scheduled arrival at the destination point.

Warehouse receiving hours are Monday through Friday 8:30 a.m. to 2:00 p.m. Failure to deliver prior to 1:00 p.m. may not guarantee unloading until the next day. Failure to deliver prior to 1:00 p.m. on a Friday will not guarantee unloading until the following Monday. Layover costs will be paid by the Vendor.

ARTICLE IV
PAYMENT AND INVOICING

Upon the shipment of any equipment hereunder, the Vendor shall submit a detailed invoice, in duplicate, of the equipment shipped. Within 30 days after delivery of the equipment, the District shall make payment therefore to the Vendor.

Invoices shall be submitted to:

Jefferson County PUD
Attn: Accounts Payable
310 Four Corners Road
Port Townsend, WA 98368

ARTICLE V
REJECTION OF MATERIALS

The Materials furnished hereunder shall become the property of the District when delivered at the point to which shipment is to be made; provided, however, that the District may reject any such Materials as do not comply with the Specifications for Materials and Warranties of the Contractor and Manufacturers either before or after incorporation of such Materials into the Project. Upon any such rejection, the Contractor shall

replace the rejected Materials with Materials complying with the Specifications for Materials and Warranties, f.o.b. at the destination stated in Contractor's proposal for the item(s). No payment shall be made for such rejected Materials until they have been replaced to the satisfaction of the District's Engineer by the Contractor.

ARTICLE VI
DEFECTS ARISING IN ONE YEAR AND REMEDIES

The Vendor shall be responsible for correcting all defects in workmanship and material within one (1) year after acceptance of this work. When corrections of defects are made, Vendor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one (1) year after acceptance of the corrections by the District. The Vendor shall start work to remedy such defects within seven (7) days of mailing notice of discrepancy thereof by District and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the District, in which case the cost shall be borne by the Vendor. In the event the Vendor does not accomplish corrections at the time specified, the work will be otherwise accomplished, and the cost of same shall be paid by the Vendor.

The Vendor shall be responsible for any expenses incurred by the District resulting from defects in the Vendor's work, including actual damages; cost of materials and labor expended by District in making emergency repairs; and cost of engineering, inspection, and supervision by District.

ARTICLE VII
MANUFACTURERS GUARANTEES

All manufacturers' guarantees of Materials shall be transferred and assigned to the District upon delivery of any Materials and before payment is made for such Materials. Such guarantees shall be in addition to those required of the Vendor by other provisions of this Contract.

ARTICLE VIII
INDEMNITY

The Vendor shall hold harmless and indemnify the District from any and all claims, suits, and proceedings for infringement of any patent or patents covering Materials purchased hereunder.

ARTICLE IX
WAIVER OF DEFAULT

No term or provision of this contract shall be deemed waived, and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver by either party of any right, failure to perform, or of any breach by the other party hereunder shall constitute a waiver of any other right hereunder or of any other breach or failure by such other party, whether of a similar nature or otherwise.

ARTICLE X
DISPUTE RESOLUTION

This contract and the performance thereof shall be governed, interpreted, construed, and regulated according to the provisions of the Uniform Commercial Code as they are in effect in the laws of the State of Washington

as of the date of this contract. The venue for any legal action arising from this contract shall be in the Superior Court of Jefferson County. If any claim, at law or otherwise, is made by either party to this contract, the prevailing party shall be entitled to its costs and reasonable attorney fees incurred thereby.

ARTICLE XI
GENERAL

This contract represents the entire agreement between the parties hereto and a final expression of their agreement, and supersedes all prior agreements, representations, understandings, or negotiations with respect to the matters covered by this contract. If any term, provision, condition, or covenant of this contract is held to be invalid, void, or unenforceable, the rest of the contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by the Vendor without the prior written consent of the District.

ARTICLE XII
TERMINATION OF CONTRACT

In the event that any of the provisions of this Contract are violated by the Vendor or by any of the Vendor's subcontractors, the District may serve written notice of intention to terminate such Contract upon the Vendor, which notice shall specify the reasons, therefore. Unless within ten (10) days after serving such notice upon the Vendor such violation shall cease and an arrangement for the correction thereof satisfactory to the District be made, the Contract shall, upon the expiration of the said ten (10) days, cease and terminate. In the event of any such termination, the District may purchase the Materials necessary for complete performance of this Contract for the account and at the expense of the Vendor, and the Vendor shall be liable to the District for any excess cost occasioned thereby.

Vendor

By _____

Title _____

Dated _____

PUBLIC UTILITY DISTRICT NO. 1
OF JEFFERSON COUNTY

By _____
Kevin Streett, General Manager

Dated _____