



**Mason County PUD No. 1
Regular Board Meeting
April 13, 2021
1:00 p.m.**

**Call-in Number for Public due to
COVID-19 facility closure:**

Toll Free: 1 (888) 585-9008

Conference Room #504-309-172

1:00 p.m. Call to Order & Flag Salute

1) Consent Agenda

Minutes: March 30, 2021 Special Board meeting

Disbursements:

Accounts Payable Check Register

Accounts Payable Wire	\$ 131,982.51
Check Nos. 119960-119987	\$ 80,676.96
119990-120002	\$ 48,315.45

A/P Sub-Total

\$ 260,974.92

Payroll Expense

Payroll Wire	\$ 98,040.42
Check Nos. 119988-119989	\$ 20,637.06

Grand Total

\$ 379,652.40

2) Public Comment- *Members of the public wishing to comment may request permission to do so during the Public Comment portion of the agenda. Comments shall be limited to no more than 3 minutes per speaker. There will be no action or discussion of public comment items, although the board may defer to PUD management for any necessary response.*

3) Business Agenda

- Award Agate Beach Mainline Replacement Phase 1 to Hanson Excavating.
- Authorize the GM to sign the Contract with Puget Sound Hardware for Facility Security.
- Authorize the GM to sign the Agreement with Osmose for Joint Use Audit.
- Move the June 22nd board meeting to June 29th.

4) Staff Reports

- General Manager
- Treasurer
- Water Resource Manager
- Legal Counsel

5) Correspondence -

6) Board Comments

7) Other Business/Public Comment

8) Executive Session-

9) Adjournment -

2021 Calendar

April 14-16	WPUDA	Virtual	
April 29	WPAG	9:00 am	
May 5, 2021	PPC		
May 12-13	WPUDA	Virtual	
May 13	WPUDA	Virtual	(Managers Meeting)
May 26	WPAG	1:00 pm	
May	WPUDA		Annual Meeting?
June, 2, 2021	PPC		
June 10	WPUDA	Virtual	Strategic Planning Committee
June 13-16	AWWA	San Diego, CA	
June 17	WPAG	9:00 am	
June 18-23	APPA	Chicago, IL	
June 24	WPUDA	Virtual	(Water Committee Meeting Quarterly)
July 14-16	WPUDA	Virtual	
July 16 th	Employee Appreciation Event		Potlatch State Park
July 29	WPAG	9:00 am	
August 4, 2021	PPC		
August 26	WPAG	9:00 am	
September 1, 2021	PPC		
September 15-17	WPUDA	Hotel Windrow, Ellensburg	
September 18 th	Forest Festival Parade		
September 22-24 or 29 thru Oct 1			Water Workshop
September 30	WPAG	9:00 am	
October 6, 2021	PPC		
October 8, 2021	Customer Appreciation Event		PUD 1 Campus
October 14	WPUDA	Virtual	Budget Committee
October 21	WPAG	9:00 am	
November 3, 2021	PPC (Town Hall with Marty Kanner 4-5:30pm)		
November 17	WPAG	1:00 pm	
November 17-19	WPUDA	Olympia	
December 1-3	WPUDA		Annual Meeting



Mason County Public Utility District No. 1
Board of Commissioners Special Board Meeting
March 30, 2021 Potlatch, Washington

Present:

Ron Gold, President (Online)
Mike Sheetz, Vice President (Online)
Jack Janda, Board Secretary (Online)
Kristin Masteller, General Manager (Online)
Katie Arnold, District Treasurer (Online)
Brandy Milroy, Water Resource Manager (Online)
Julie Gray, Executive Assistant (Online)
Rob Johnson, Legal Counsel (Online)

Visitors:

None.

APPROVAL OF CONSENT AGENDA:

Minutes: March 9, 2021 Regular Board Meeting & Public Hearing

Disbursements:	<u>Accounts Payable Check Register</u>	
	Accounts Payable Wire	\$100,725.82
	Check Nos. 119856-119958	\$294,706.20
	A/P Total	\$395,432.02
	<u>Payroll Expense</u>	
	Payroll Wire	\$ 72,048.30
	Grand Total	\$467,480.32

Jack made a motion to approve the consent agenda as presented, Ron seconded the motion, Motion carried.

PUBLIC COMMENT: None

BUSINESS AGENDA:

February 2021 Financials – Katie reported gross revenue of \$1,123,292 and gross expenditures of \$995,608 for the month of February 2021. The COVID metrics show the District's cash on hand is down \$117,655 due to delayed account payments, late fees, etc. We have applied \$117,607 to customers' accounts to assist with past due balances. As of February, there were 135 electric accounts and 68 water accounts that were 90 days or more past due for a total of \$51,839.30.



Mason County Public Utility District No. 1
Board of Commissioners Special Board Meeting
March 30, 2021 Potlatch, Washington

Financial Metrics as Compared with Prior Year:	February 2021	February 2020
Total General Cash and Investments	\$1,324,396.97	\$985,711
Current Ratio (Current Assets/Current Liabilities)	2.73 to 1	4.03 to 1
Debt Service Coverage (O&M/ Debt Service)	2.78	5.67
Long-Term Debt to Net Plant	39%	43%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	54%	59%
Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	48%	54%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	3.92	4.70
Cash on Hand (Total Available Cash/Average Daily Costs)	47 Days (General) 143 Days (All Funds)	35 Days (General) 124 Days (All Funds)

Authorize the General Manager to sign the Grant Agreement with the Department of Ecology for the pole yard.

Jack made a motion to authorize the General Manager to sign the Grant Agreement with the Department of Ecology for the pole yard. Ron seconded the motion, Motion carried.

General Manager – Kristin reported that she and Katie will begin interviews soon for Darin’s vacant position. The target date for finishing the pole yard clean-up is June 30th. The logging and clearing is complete at the substation site on Manzanita. Kristin and James are working on a draft letter to WIRA. Kristin also reported that she is working on the easement for the Jorstad substation with DNR. The permits are ready for the Bourgault Rd rebuild. The Electric crew has been busy with new connections. They are now about 4 weeks out. When they are not doing service work, they are brushing. Kristin reported that she posted for the electric/water summer temp crew. There have been 2 onsite safety inspections for both water and electric. There were no violations. Kristin is working with Derick Kilmers office to secure grant funds for the Duckabush bridge project. She is also working with the County and EDC to secure American Resource Acts funds for bill assistance. Kristin, Katie and Shiane will be meeting with a local program called Crossroads in hopes that they can get some of our customers help with their rent. Kristin reported that the PUD had won APPA’s Sue Kelly Community Service award for the PUD’s community service work during COVID.

Director of Business Services – Katie reported that she and Mike Rose did a site inspection with FEMA for the Eells Hill project. The FEMA grant will pay for 87.5% to repair the damaged section of line due to the slide last winter. She also reported that the mitigation grant for the cross-country overhead to underground conversion near Hoodspport is moving into the next phase for consideration of grant funding.



Mason County Public Utility District No. 1
Board of Commissioners Special Board Meeting
March 30, 2021 Potlatch, Washington

Water Resource Manager – Brandy reported that water rights have been approved by Department of Ecology for the Madrona Beach Water system for 10 year period. Canal View's additional water rights have been approved. They now will be able to serve those additional customers that have been waiting. Highland Estates water rights application is out for public comment. If there are no comments by April 23, 2021 the application will be approved. Brandy also reported that Bay East had generator problems when the power went out over the past weekend. TJ was sent out to manually start the generator. Lou is looking into the problem. Brandy has planned for a public hearing for Canyonwood Beach customers on April 27 at 1:00 p.m. The mandatory walk thru for the Agate Beach system was last Friday. 7 or 8 contractors attended. The bid opening by conference call will be Thursday, April 1 at 11:00 a.m. Brandy reported that the boring is finished for the Canal Beach Tracts. Everything went well and hopefully there will be less water loss. James and JJ are meeting with a small 9 connection system that borders with the Island Lake Water system on April 16. View Ridge Heights emergency pump is up and running. Well 2 at View Ridge Heights failed so the emergency pump was put to use. The bad pump has been replaced and is running. Brandy also reported that new service requests are 4 weeks out. Brandy and Kristin are meeting with the Holiday Beach HOA to discuss the PUD acquiring that system.

Legal Counsel – None

Correspondence – Correspondence consisted of pictures of the Electric Charge Stripe at the Lucky Dog Casino for their EV Chargers and a press release from APPA regarding the PUD's Sue Kelly Community Service Award.

Board Reports –

Mike – Mike reported that he attended the WPEG meeting

Jack – Jack reported that he had attended WPEG and it was a great meeting especially the Residential Exchange presentation. Mike and Ron agreed.

Ron – Ron reported that he attended the WPEG meeting.

PUBLIC COMMENT - None

EXECUTIVE SESSION – At 2:06 p.m. Mike called an executive session for the purpose of Threatened or Pending Litigation (RCW 42.30.110(i)). He stated that it will last 20 minutes and no action would be taken following the executive session. At 2:26 p.m. Mike closed the executive session. With no further business to be conducted, Mike adjourned the regular business meeting.

Adjournment: 2:26 p.m.

Mike Sheetz, President

Jack Janda, Vice President

Ron Gold, Secretary

04/12/2021 8:12:07 AM

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Accounts Payable

Check Register

03/30/2021 To 04/12/2021

Bank Account: 4 - COLUMBIA BANK - DISTRICT

Check / Date Tran	Pmt Type	Vendor	Vendor Name	Reference	Amount
442 04/01/2021	WIRE	COLUMBIA BANK	COLUMBIA BANK	ANNUAL SAFE DEPOSIT BOX RENT	75.00
444 04/01/2021	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	48,231.71
445 04/01/2021	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	22,016.98
446 04/01/2021	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	7,898.50
447 04/01/2021	WIRE	HRA	HRA VEBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	2,874.74
449 03/31/2021	WIRE	USDA/RURAL DEV	USDA/RURAL DEVELOPMENT	QUARTERLY RUS PAYMENT	50,885.58
119960 03/30/2021	CHK	BROWNT	BROWN, TIM	REIMBURSE-CLOTHING ALLOWANCE (BOOTS)	200.00
119961 03/30/2021	CHK	HOODCA	HOOD CANAL COMMUNICATIONS	INTERNET, IT SERVICES, & ALARM DIALER	4,914.27
119962 03/30/2021	CHK	DEPT 12	WASHINGTON STATE	GLEN AYR WATERLINE & ENTAI HATC MP335.54	767.82
119963 03/30/2021	CHK	DEPT 14	WASHINGTON STATE DEPARTMENT OF E	POLE YARD CLEAN-UP	516.50
119964 03/30/2021	CHK	2	MATT HIRSCH	REBATE-DUCTLESS HEATPUMP BPA INCENTIVE	200.00
119965 03/31/2021	CHK	CRUMP	RICHARD CRUMP	CLOTHING ALLOW-CARHARTT & WOLVERINE COAT	200.00
119966 03/31/2021	CHK	GENPAC	GENERAL PACIFIC INC	LOOPING PEDESTAL	2,597.49
119967 03/31/2021	CHK	HDFOWL	HD FOWLER COMPANY	NON-INVENTORY WATER SUPPLIES	15,197.30
119968 03/31/2021	CHK	NORTHWEST ROCK	NORTHWEST ROCK, INC	ROCK-SHOP	1,168.01
119969 03/31/2021	CHK	PLATT ELECTRIC	PLATT	TOOLS FOR CABINET	146.80
119970 03/31/2021	CHK	2	GLOBAL RENTAL CO., INC	MONTHLY-RENT 2020 FREIGHTLINER M2-106	4,254.90
119971 03/31/2021	CHK	DAILY	DAILY JOURNAL OF COMMERCE	AGATE BEACH WATER -WATERLINE REPLACE AD	516.00
119972 03/31/2021	CHK	PAPE COMPANY	DITCH WITCH WEST	VACCUM TRAILER PARTS	952.65
119973 03/31/2021	CHK	SHEL 2	MASON COUNTY JOURNAL	AGATE BEACH WATER-SYSTEM IMPROVEMENTS AD	594.00
119974 03/31/2021	CHK	OGG, GARET	GARET OGG	CLOTHING ALLOWANCE-WORK CLOTHES	200.00
119975 03/31/2021	CHK	SHOP	THE SHOPPER'S WEEKLY	25 ANNUAL REPORTS FOR 2020	780.82
119976 03/31/2021	CHK	GOOS	TJ GOOS	CLOTHING ALLOWANCE-COAT & BOOTS	200.00
119977 04/01/2021	CHK	AFLAC	AFLAC	SUPPLEMENTAL INSURANCE	187.84
119978 04/01/2021	CHK	CENTURYLINK	CENTURYLINK	LONG DISTANCE & OUTBOAND CHARGES(21)LINE	209.21
119979 04/01/2021	CHK	COLONI	COLONIAL LIFE INSURANCE	SUPPLEMENTAL INSURANCE	860.06
119980 04/01/2021	CHK	VALLEY	VALLEY LJ	CLOTHING ALLOWANCE-BOOTS	626.04
119981 04/01/2021	CHK	PACIFI	PACIFIC UNDERWRITERS CORP	SUPPLEMENTAL INSURANCE-JULIE	15.92
119982 04/01/2021	CHK	PARSON	PARSONS DIESEL & STEAM	SERVICE VARIOUS VEHICLES	1,167.73
119983 04/01/2021	CHK	SCOTT MCLENDON	SCOTT MCLENDON'S HARDWARE #2	MT.VIEW WATER-PARTS	7.79
119984 04/01/2021	CHK	SMS CLEANING	SMS CLEANING, INC	CLEANING SERVICE-DECEMBER-LESS RETAINAGE	1,425.60
119985 04/01/2021	CHK	34	WASHINGTON ALARM, INC	MONTHLY BILLING - SECURITY SYSTEM SHOP	162.75
119986 04/01/2021	CHK	WASH 8	WASHINGTON STATE	MARCH 2021- HEALTH & LTD INS	41,563.78
119987 04/01/2021	CHK	WILLEY, KYLE	KYLE WILLEY	CLOTHING ALLOWANCE-BOOTS	1,043.68
119990 04/01/2021	CHK	IBEW	IBEW LOCAL UNION #77	UNION DUES	782.01
119991 04/01/2021	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	210.00
119992 04/01/2021	CHK	US TREASURY	US TREASURY	LEVY PROCEEDS #91-1197062	100.00
119993 04/05/2021	CHK	CITI CARDS	CITI CARDS	MO.CITI CARD CHARGES ENDING IN 4326	7,714.35
119994 04/05/2021	CHK	LILLIW AUP FALLS	LILLIW AUP FALLS GENERATING COMPAN	MARCH POWER USAGE	35,425.54
119995 04/05/2021	CHK	SAEGER, SHIANE	SAEGER, SHIANE	TUITION REIMBURSEMENT	1,100.32
119996 04/05/2021	CHK	FERRIER	JANIECE FERRIER	MONTHLY REIMBURSEMENT- #0911011922	1,285.38
119997 04/05/2021	CHK	15	MARY BECHTOLT	REIMBURSE FOR WIFI AT HOME (APRIL)	29.45
119998 04/05/2021	CHK	BLACK	BLACK STAR	2' X 3' CHARGING STATION SIGNS	252.00

119999	04/05/2021	CHK	SAEGER, SHIANE	SAEGER, SHIANE	REIMBURSE FOR WIFI AT HOME (APRIL)	29.45
120000	04/05/2021	CHK	SHEETZ, MIKE	MIKE SHEETZ	REIMBURSE FOR WIFI AT HOME (APRIL)	36.95
120001	04/05/2021	CHK	2	ELLEN W JENNER	DUCTLESS HEATPUMP & BPA INCENTIVE-REBATE	1,300.00
120002	04/05/2021	CHK	2	WATERPAK	ANNUAL DUES	50.00
Total for Bank Account - 4 :						(48) 260,974.92
Grand Total :						(48) 260,974.92

PARAMETERS ENTERED:

Check Date: 03/30/2021 To 04/12/2021

Bank: All

Vendor: All

Check:

Journal: All

Format: Summary

Extended Reference: No

Sort By: Check/Transaction

Voids: None

Payment Type: All

Group By Payment Type: No

Minimum Amount: 0.00

Authorization Listing: No

Credit Card Charges: No

04/06/2021 11:18:05 AM

GENERAL LEDGER
TRANSACTION DETAIL

Page: 1

APR 2021 To APR 2021

Date	Journal Description	Actv BU Project	Mod	Jrnl Reference Code	
Account: 0 131.2 CASH-GENERAL FUND (DISTRICT)					
04/01/21	57680 Check Print	0	PL	2 PAYROLL	98,040.42

PARAMETERS ENTERED:

Division: All

Accounts: 0 131.2

Department: All

Activity: All

Sort By: Div/Acct

Date Selection: Period

Period: APR 2021 To APR 2021

Module: PL

Journal Activity: All

Accounts With No Transactions: Yes

Extended Reference: No

Interface Detail: No

Group by Department: Yes

51217

/pro/rpttemplate/acct/2.49.1/gl/GL_TRANS_DETAIL.xml.rpt

Karnold

04/06/2021 11:19:48 AM

Payroll/Labor

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Check Register

Pay Date: 04/01/2021 To 04/01/2021

Empl Name	Pay Date	Dir Dep/Check	Gross Pay	Other Pay	Hours	Advances	Deductions/ ER Taxes	Txbl Benefits/ ER PTO	Taxes/ ER Benefits	Net Pay	Type
135 TIMOTHY BROWN	04/01/2021	119988								17,760.06	CHK
142 MARTIN CROSSAN	04/01/2021	119989								2,877.00	CHK
										20,637.06	

PARAMETERS ENTERED:

Pay Date: 04/01/2021 To 04/01/2021

Check/Direct Deposit: All

Employee: 135, 142

Journal: 0

Division: All

Format: Summary By Check

Sort By: Check/Direct Deposit



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

April 12, 2021
Hanson Excavation, LLC
86 SE Banjo LN Shelton,
WA 98584
jared@hansonex.com

Re: Hanson Excavation, LLC

Dear Hanson Excavation,

I am pleased to inform you that Hanson Excavation, LLC was awarded Mason County PUD 1's Agate Beach Mainline Replacement project in the total amount of \$322,858.03 (including sales tax). This correspondence shall serve as your Notice of Award.

Please review the list of documents (see enclosure below) that require your execution and return them to my attention, along with your certificate of insurance and performance bond as soon as possible. Digital files and signatures will be acceptable to the District.

Please also sign the Acceptance of Notice of Award below immediately and fax or email a copy to our office at the number below. Promptly follow with the Contract and other required documents. These documents must be submitted prior to your start date. PUD 1 will not issue payment without all paperwork in order.

ACCEPTANCE OF NOTICE OF AWARD AS BID

Receipt of the Notice of Award is hereby acknowledged this _____ day of _____, 20____.

Signature

Title

I will be your on-site contact for the project and handle all your questions and scheduling. If you have any questions, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink that reads "James Reyes".

James Reyes, EIT
jamesr@mason-pud1.org
(360) 877-5249 x. 215

Enc: Notice to Proceed
W-9 Form
Service Agreement (Please return with Performance Bond & Certificate of Liability Insurance)
Declaration of Option for Management of Statutory Retained Percentage *
*Escrow Agreement (If Option B is chosen)
Affidavit of Non-Collusion
Certification of Debarment
Change Order Form (For your use, if necessary)
Certificate of Completion and Release (To complete & return once project is substantially complete)



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

NOTICE TO PROCEED

TO: Hanson Excavation, LLC
86 SE Banjo LN
Shelton, WA 98584
jared@hansonex.com

DATE: April 12, 2021

PROJECT: Mason County PUD 1's Agate Beach Mainline Replacement Project

Dear Hanson Excavation, LLC :

You are hereby notified to commence work on the above referenced project on or before May 3, 2021 , and you are to complete the work no later than August 31, 2021. Project completion date is to be determined pending delivery of materials. The Contractor agrees that all work will be performed in accordance with the technical specification and drawings provided in the request for bid package.

Contractor further agrees to furnish all required work, including labor and specified materials, in full compliance with the terms and conditions contained in the enclosed Small Works Contract.

The District agrees to pay the Contractor for the work specified herein to be performed, in the sum of no more than \$322,858.03 which includes applicable Washington State sales tax.

The date of completion of all WORK is therefore June 30, 2021.

PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY, WASHINGTON

BY: 
General Manager

ACCEPTANCE OF NOTICE TO PROCEED

Contractor acknowledges receipt of this Notice and agrees to perform all work in accordance with the above referenced terms and conditions on this _____ day of _____, 20____.

Signature: _____

Date: _____

Title: _____



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

**Declaration of Option for
Management of Statutory Retained Percentage**

- A. I hereby elect to have the retained percentage of this contract held in a fund by the Public Utility District No. 1 of Mason County for sixty (60) days after completion of all contract work. Public Utility District No. 1 shall release and pay in full the Chapters 39.12 and 60.28 RCW amounts retained during the performance of the contract subject to the provisions of the.

Signed: _____

Date: _____

- B. I hereby elect to have the Public Utility District No. 1 of Mason County invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.010, .021, and .051.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute.

The Public Utility District No. 1 of Mason County shall not be liable in any way for any costs or fees in connection herewith.

Signed: _____

Date: _____

If option B is chosen, complete Escrow Agreement.



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

ESCROW AGREEMENT

(Name)

(Address)

(City)

(State & Zip Code)

Escrow Account No. _____

Agency _____

and _____

Project No. _____

The Undersigned, _____,
hereinafter referred to as the Contractor, has directed _____,
(and) _____, hereinafter referred to as the Agency, to deliver to you its warrants
or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and
disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter
set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The monies will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the Agency. Attached is a list of such bonds or other securities acceptable by the Agency. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do as provided in Paragraph 4 of this Escrow Agreement.

2. When, and as interest on the securities held by you, pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below, unless otherwise directed by the Contractor.

3. You are not authorized to deliver to the Contractor all, or any part of the securities held by you, pursuant to this agreement (or any monies derived from the sale of such securities). Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is _____, subject to change as provided for by contract provisions.

4. In the event the _____
orders you to do so in writing, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you, pursuant to this agreement, and return such money, together with any other monies held by you hereunder, to the Agency at the address shown.

5. The Contractor agrees to pay you as compensation for the services hereunder as follows:
Fees _____



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

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you, pursuant to this Agreement, until and unless the Agency directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of you fee, as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this Escrow are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this Escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all cost and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This Agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

7. This instrument contains the entire agreement between you, the Contractor and the Agency with respect to this Escrow and you are not a party to, nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, nor be bound by, nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

8. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

THE UNDERSIGNED have read and hereby approve the instructions as given above governing the administration of the Escrow and do hereby execute this agreement on this _____ day of _____, 2000.

_____ Contractor	_____ Agency
BY: _____	BY: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

The above Escrow instructions received and accepted this _____ day of _____,
19____.

BY: _____
Authorized Signature



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

SMALL WORKS PROJECT

CHANGE ORDER FORM

No. _____

The following changes are hereby incorporated into this Contract:

A. Description of Change:

As per attached.

B. Contract Price Adjustment:

As a result of this Change Order, the total Contract shall be increased/decreased by the sum of \$_____ plus sales tax, which the amount Contractor acknowledges is full and complete compensation for the Contract Work including changes incorporated by this Change Order.

This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised Contract Price is \$_____ including sales tax.

C. Time of Completion:

The time of completion shall be increased / decreased by _____ calendar days. The revised completion date shall be _____.

D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

CONTRACTOR

Company: _____

Accepted By: _____

Title: _____

Date: _____

PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY, WASHINGTON

Accepted By: _____

Title: _____

Date: _____



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

Certificate of Completion and Release

From: _____
(Contractor)

To: _____

Reference Contract No. _____ Entered into the _____

Day of _____, 20____, Between _____
(Contractor)

And _____ of _____,

_____, for the _____

located in the _____ and State of Washington.

KNOW ALL PERSONS BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the District to the Contractor under the Contract and duly approved Change Orders and modifications the balance of:
\$_____.
2. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the District to the Contractor:
 - a. _____
 - b. _____
 - c. _____
 - d. _____(Itemize claims and amounts due- if none, so state)
3. The undersigned further certifies that all work required under this Contract including work required under change orders numbered _____ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.



**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

4. Except for the amounts stated under paragraphs 1 and 2 hereof, the undersigned has received from the District all sums of money payable to the undersigned under or pursuant to the above-mentioned Contractor or any modification or change thereof.
5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the District from any and all claims arising under or by virtue of this Contract, except the amount listed in paragraph 2 hereof; provided however, that if for any reason the District does not pay in the full amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The contractor further certifies that upon the payment of the amount listed in paragraph 1, hereof, they will release the District from any and all claims of any nature whatsoever arising out of said contractor or modification thereof, and will execute such further released or assurances as the District may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20____.

(Seal)

(Signature and Title of Officer)

STATE OF _____
COUNTY OF _____

_____, being duly sworn on oath, deposes and says: That said person is the _____ of the _____, that they have read the foregoing Certificate by them subscribed as _____ (Title) of the _____ (Corporation/Company).

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public in and for the State of _____



AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Effective Date of this Contract is:	April 12, 2021
<u>The Parties to this Contract are:</u>	
The “Owner”	Mason County Public Utility District No. 1
The “Contractor”	Hanson Excavation LLC
Project Name:	Mason County PUD 1 Agate Beach Mainline Replacement
The “Architect” or “Engineer:”	
The “Work:”	See “Scope of Work,” Exhibit <u>A</u>
Alternates included in the Contract Sum:	
Contract Sum for the Work: <i>(not including sales tax)</i>	\$ 322,858.03
Payments: <i>(check one)</i>	<input type="checkbox"/> The Owner will make a single payment to the Contractor within thirty (30) days of Final Acceptance. <input type="checkbox"/> See Supplemental Conditions
Date of Substantial Completion of the Work:	August 31, 2021
Date of Final Completion of the Work:	<u>N/A</u> days after Substantial Completion
Liquidated Damages:	<u>\$N/A</u> per day for each calendar day beyond the Contract Time that Substantial Completion is not achieved.
Owner’s Permit Responsibilities:	
Unit Prices:	
<u>Minimum Required Insurance:</u>	
Commercial General Liability:	At least \$1 million per occurrence and general aggregate.
Automobile Liability:	At least \$1 million
Workers’ Compensation (industrial insurance):	At least the State statutory amount
Employer’s Liability:	At least \$1 million
Aircraft Liability:	At least \$5 million
Watercraft Liability:	At least \$1 million
Property Insurance:	Full insurable value
Boiler and Machinery Insurance:	
Additional Insureds:	Mason County PUD No. 1

The Owner and Contractor agree as set forth below.

ARTICLE 1: THE WORK. The Contractor shall fully execute and complete the entire Work described in the Contract Documents, including the Alternates listed above.

ARTICLE 2: COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION.

2.1 The date of commencement of the Work is the date of this Agreement. The Contract Time is measured

from the date of commencement to the date of Substantial Completion specified above, as it may be adjusted under the Contract Documents.

2.2 The Contractor shall achieve Substantial Completion and Final Completion of the entire Work within the dates specified above, subject to adjustments of the Contract Time as provided in the Contract Documents.

ARTICLE 3: THE CONTRACT SUM. The Owner shall pay the Contractor the Contract Sum for the Contractor's performance of this Contract, subject to additions and deductions as provided in the Contract Documents. Sales tax is not included in the Contract Sum.

ARTICLE 4: PAYMENT. The Owner will pay the Contractor within *thirty (30) days* of receipt of an approved Application for Payment in accordance with this Contract. Retainage will be released in accordance with statutory requirements.

ARTICLE 5: PERMITS AND FEES.

5.1 The Owner will secure and pay for only those governmental permits, approvals, fees, licenses, inspections, governmental charges and inspection fees listed on the cover page.

5.2 The Contractor shall secure and pay for all other governmental permits, approvals, fees, licenses, inspections, governmental charges and inspection fees required for the prosecution of the Work.

ARTICLE 6: ENUMERATION OF CONTRACT DOCUMENTS.

6.1 The Contract Documents form this Contract. This Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor of any tier, between any Architect and the Contractor, or between any persons or entities other than the Owner and the Contractor.

6.2 The Contract Documents are enumerated as follows and, in the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the following order of priority:

1. Agreement
2. Prevailing wage rates set by L&I as of the bid date for Mason County (available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>)
3. General Conditions
4. Scope of Work (See **Exhibit A**)
5. Drawings and Specifications (Refer to Bid Package)

OWNER

By _____
(Signature)

(Printed name and title)

CONTRACTOR

By _____
(Signature)

(Printed name and title)

GENERAL CONDITIONS

ARTICLE 7 THE CONTRACT DOCUMENTS

7.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contractor's performance shall be consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

7.2 "Work" means the construction and services required by the Contract Documents and includes all labor, materials, equipment and services to be provided by the Contractor to fulfill its obligations.

7.3 If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall report it to the Owner in writing at once. The Contractor shall not proceed with the affected Work until it receives a written interpretation or clarification from the Owner.

ARTICLE 8 ADMINISTRATION OF THE CONTRACT

8.1 The Owner will provide administration of the Contract. If an Architect or Engineer is also involved, its duties beyond those addressed in these General Conditions will be described in an attachment to this Contract.

8.2 Authority. The Owner must approve in writing all changes in the Contract Sum or Contract Time as well as all Change Orders, Construction Change Directives, and payments to the Contractor. The Owner will make any modification or release of any requirement of the Contract Documents, or any approval or acceptance of any portion of the Work, whether or not executed in accordance with the Contract Documents, exclusively in writing.

8.3 Rejection of Work. The Owner may reject Work that, in its opinion, does not conform to the Contract Documents. If the Contractor fails to correct Work that is not in accordance with the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Contractor in writing to stop the Work, or any portion thereof, until the cause for that order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right.

8.4 Site Access. The Owner shall have access to and may visit the Work site at intervals it considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work, but the Owner will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

8.5 Submittals. The Contractor shall review, approve and submit to the Owner with reasonable promptness shop drawings, product data, samples and similar submittals required by the Contract Documents. The Owner will review and approve or take other appropriate action upon the Contractor's submittals for the limited purpose of checking for conformance with information given and the design concept expressed by the Contract Documents. The Work shall be in accordance with approved submittals. The Owner's review and approval does not relieve the Contractor of responsibility for compliance with the Contract Documents. The Contractor shall submit to the Owner any proposed change to or deviation from previously approved documents or submittals.

ARTICLE 9 THE CONTRACTOR

9.1 Using its best skill and attention, the Contractor shall perform, supervise and direct the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures and personnel, for safety, and for coordinating all portions of the Work under this Contract. The Contractor shall provide and pay for all labor, materials, equipment, tools and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9.2 Subcontractors. A "Subcontractor" is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. A "Subcontractor of any tier" includes Subcontractors and lower-level subcontractors and suppliers.

9.2.1 Identification. As soon as practicable and no later than *fourteen (14) days* after award of this Contract, the Contractor shall confirm to the Owner in writing the names of the Subcontractors for each portion of the Work.

9.2.2 Subcontracts. Contracts between the Contractor and Subcontractors shall require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents for the Work to be performed by the Subcontractor and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by the Contract Documents, assumes toward the Owner.

address of the L&I: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. The Contractor shall keep a paper copy at the Project site.

9.9.2 Hours of Labor. The Contractor shall comply with all applicable provisions of RCW 49.28.

9.9.3 Worker's Right to Know. The Contractor shall comply with RCW 49.70 and WAC 296-62-054 regarding workplace surveys and material safety data sheets for "hazardous" chemicals at the Project site.

ARTICLE 10 **CONSTRUCTION BY THE OWNER OR BY SEPARATE CONTRACTORS**

10.1 The Owner may perform construction or operations related to the Project with its own forces and may award separate contracts in connection with other portions of the Project or other construction or operations on the site under contractual conditions consistent with those of the Contract Documents.

10.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations.

ARTICLE 11 **CHANGES IN THE WORK**

11.1 The Owner, without invalidating this Contract, may order changes in the Work consisting of additions, deletions or modifications ("Changes"), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, in the Contract Sum and/or in the Contract Time shall be authorized only by written Change Order signed by the Owner and the Contractor or by written Construction Change Directive signed by the Owner.

11.1.1 Change Orders. A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of any adjustment in the Contract Sum, and the extent of any adjustment in the Contract Time.

11.1.2 Construction Change Directives. A Construction Change Directive is a written order prepared and signed by the Owner that directs a change in the Work and states a proposed basis for any adjustment in the Contract Sum and/or Contract Time. It is used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within *seven (7) days* of receipt, the Contractor shall advise the Owner in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

11.2 **Costs of Changes and Claims.** If the parties cannot agree on the cost or credit to the Owner from a Construction Change Directive or other Change in the Work, the Contractor and all affected Subcontractors of any tier shall keep and present an itemized accounting with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the direct labor costs, material costs, construction equipment usage costs for the actual time equipment appropriate for the Work is used solely on the Change in the Work, the cost of any change in insurance, Subcontractor costs, and a fee for all combined overhead and profit, including impact costs of any kind, limited to twelve percent (12%) of the cost for any materials or work performed by the forces of the Contractor or a Subcontractor and eight percent (8%) of amounts due to Subcontractors.

11.3 **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site that are (1) concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the Owner promptly before conditions are disturbed and in no event later than *seven (7) days* after the first observance of the conditions. The Contractor shall make any Claim arising from such condition in accordance with the dispute resolution procedures of Article 19.

ARTICLE 12 **TIME**

12.1 **Delay.**

12.1.1 Time. If the Work is delayed by changes ordered in the Work, unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order to the extent the critical path is affected.

12.1.2 Damages. The Contractor and Sub-contractors shall be entitled to damages for delay only where the Owner's actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence.

12.1.3 **Contractor Delay.** If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

12.2 Completion and Liquidated Damages. The timely completion of the Project is essential to the Owner. The Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. The Contractor is responsible for actual damages for delay unless an amount is inserted on the cover page for liquidated damages, in which case the liquidated damage amount shall apply. Liquidated damages shall not be affected by partial completion, occupancy, or beneficial occupancy.

ARTICLE 13

PAYMENTS AND COMPLETION

13.1 Payments. Payment shall be made as provided in this Contract, including any Supplemental Conditions.

13.2 Withheld Payment. The Owner may withhold payment in whole or in part, or it may nullify the whole or part of a payment previously issued, on account of (1) defective Work not remedied, (2) claims or liens filed by third parties, (3) failure of the Contractor to make payments due to Subcontractors or for labor, materials or equipment, (4) damage to the Owner or another contractor, (5) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (6) reasonable evidence that the unpaid balance would not be adequate to cover actual or liquidated damages for delay for which the Contractor is responsible, (7) failure to carry out the Work in accordance with the Contract Documents, or (8) liquidated damages. The Owner will provide the Contractor with written notice of its intent to implement this provision and provide details supporting the Owner's intention. The Contractor will be afforded reasonable time following receipt of such notice to respond to or correct the circumstances provoking this action by the Owner.

13.3 Substantial Completion.

13.3.1 Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully utilize the Work (or a designated portion) for its intended use. All Work other than incidental corrective or punchlist work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable, any required occupancy or use permit has not been issued, or if utilities affected by the Work are not connected and operating normally. The fact that the Owner may use or occupy some or all of the Work does not indicate that the Work is Substantially Complete, nor does it toll or change any liquidated damages due the Owner.

13.3.2 When the Contractor believes that the Work has achieved Substantial Completion, it shall notify the Owner in writing. When the Owner agrees, it will issue a Certificate of Substantial Completion.

13.3.3 Immediately before any occupancy, the Owner will schedule an inspection tour of the area to be occupied. Representatives of the Owner and the Contractor will jointly tour the area and record items still remaining to be finished and/or corrected. The Contractor shall promptly supply and install any such items as well as items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum.

13.4 Final Completion. After the Contractor has notified the Owner that the Work has been concluded, and the Contractor has submitted the items listed below as may be required at the discretion of the Owner, the Owner will determine in writing that Final Completion has occurred.

- .1 A final Application for Payment.
- .2 An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied.
- .3 Consent of surety to final payment.
- .4 A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner.
- .5 A written statement that the Contractor knows of no substantial reason why the insurance will not be renewable to cover the period required by the Contract Documents.
- .6 Other data establishing payment or satisfaction of or protection (satisfactory to the Owner) against all obligations, such as receipts, releases and waivers of liens and claims.
- .7 Pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor.

.8 A certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project.

.9 Pursuant to RCW 60.28.020, certificates from the Department of Revenue and the Department of Labor and Industries.

.10 Pursuant to RCW 50.24, a certificate from the Department of Employment Security.

.11 All deliverables required by the Contract Documents.

.12 A certification that the materials in the Work are "lead-free" and "asbestos free."

.13 A legible hard copy of the as-built drawings.

13.5 Final Acceptance and Final Payment.

13.5.1 Pursuant to RCW 60.28, completion of the contract Work shall occur after Final Completion has been achieved and the Owner has formally accepted the Project ("Final Acceptance"). Final Payment shall not become due until after Final Acceptance.

13.5.2 If any Subcontractor of any tier refuses to furnish a release or waiver required by the Owner, the Owner may retain an amount to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than one hundred fifty percent (150%) of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

13.6 Waivers.

13.6.1 Final Payment by the Owner. The making of final payment constitutes a waiver of claims by the Owner except those arising from (1) liens, claims, security interests, or encumbrances arising out of the Contract and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; (3) Work subsequently found to be substandard and/or deficient; or (4) terms of warranties required by the Contract Documents or law.

13.6.2 Final Payment to the Contractor. Acceptance of final payment by the Contractor constitutes a waiver of Claims except those previously made in writing and specifically identified as unsettled on the final Application for Payment.

13.6.3 Change Orders. The execution of a Change Order constitutes a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order.

13.6.4 Reservation of Rights. If the Contractor adds to a Change Order, a Construction Change Directive, or any other document a reservation of rights that has not been initialed by the Owner, any amounts previously agreed shall be considered disputed and not yet payable unless the costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and initialed by the Owner.

13.6.5 Failure to Exercise. The Owner's failure to exercise any of its rights under this Contract shall not constitute a waiver of any past, present or future right or remedy. Any waiver by the Owner of any right or remedy under this Contract must be in writing and shall apply only to the right or remedy specified.

13.7 Warranty of Title. The Contractor warrants and guarantees that title to the Work, materials and equipment covered by an Application for Payment, whether or not incorporated in the Project, will pass to the Owner no later than the time of payment, free and clear of liens.

ARTICLE 14 **PROTECTION OF PERSONS AND PROPERTY**

14.1 The Contractor shall be solely responsible, and the Owner shall not have responsibility, for all aspects of safety related to this Contract or the Work, including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, persons or property.

14.2 The Contractor shall promptly remedy to the Owner's satisfaction damage or loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts the Owner may be liable that are not attributable to the fault or negligence of the Contractor or a Subcontractor of any tier.

14.3 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl, unless identified as such in the Contract Documents.

ARTICLE 15

INSURANCE AND BONDS

15.1 The Contractor shall, at its own cost, purchase from a company or companies authorized to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to the Owner, and maintain during the life of this Contract, at least the following insurance. The Contractor shall also cause its Subcontractors of any tier to secure and maintain at least the following insurance. The insurance shall be in force at the time the Work is commenced and shall remain in force until Substantial Completion, unless a later date is specified below.

15.1.1 Contractor's Liability Insurance. The Contractor shall purchase and maintain an occurrence-based Commercial General Liability Insurance Policy and such other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents, whether to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefits and other similar employee benefit acts, as required by the laws of the state of Washington, including Contingent Employers Liability (Stop Gap) for all employees of the Contractor and Subcontractors;

.2 If there is an exposure for injury to Contractor's or subcontractors' employees under the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, or any similar laws, regulations or statutes, coverage shall be included for such injuries or claims.

.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees and of any person other than the Contractor's employees;

.4 Claims for damages insured by personal injury liability coverage that are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason.

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

.6 Claims arising out of operation of laws or regulations for damages because of bodily injury or death of any person or for damage to property;

.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, including coverage for Owned Motor Vehicles, Non Owned Motor Vehicles and Hired or Borrowed Motor Vehicles; and

.8 The comprehensive general liability insurance required by this paragraph must include contractual liability insurance applicable to Contractor's obligations under Paragraph 9.7.

15.1.2 Property Insurance. Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to any deductible amounts that may be provided in the Contract Documents). This insurance shall include the interest in the Work of the Owner, Contractor, Subcontractors of any tier, any Architect and consultants, all of whom shall be listed as insureds or primary, non-contributing additional insured parties. Additional insured status shall be evidenced by internal policy provision or by separate external endorsement. This insurance shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including, without duplication of coverage, theft, vandalism and malicious mischief, collapse, false work and water damage, temporary buildings and debris removal (including demolition occasioned by enforcement of any applicable legal requirements), and such other perils as may be provided in the Contract Documents, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Contract Documents, the Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The Owner shall bear no responsibility for such portions of the Work or the consequences of their damage or loss.

15.1.3 Boiler and Machinery Insurance. The Contractor shall purchase and maintain such boiler and machinery insurance for applicable equipment utilized or contained in the Work, which will include the interests in the Work of the Owner, Contractor, Subcontractors, any Architect, and consultants, all of whom shall be listed as insured or additional insured parties.

15.1.4 Aircraft/Watercraft Insurance. If the performance of the Work requires the use of any aircraft that are owned, leased, rented, or chartered by the Contractor or any of its Subcontractors, the Contractor shall secure and maintain Aircraft Liability Insurance for property damage and bodily injury, including passengers and crew. If the performance of the Work requires the use of any watercraft that are owned, leased, rented or chartered by the Contractor or any of its subcontractors, the Contractor shall secure and maintain Watercraft Liability insurance for property damage and bodily injury.

15.3 The Owner's specification or approval of insurance in this Contract or of its amount shall not relieve, limit or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

15.4 Waiver of Rights

15.4.1 The Owner and Contractor waive all rights against each other for losses and damages caused by any of the perils covered by the policies of insurance provided in response to Paragraphs 15.1.2 and 15.1.3 and any other property insurance applicable to the Work, and also waive such rights against the Subcontractors, Architect, consultants and other parties named as insureds in such policies for losses and damages so caused. Each subcontract between the Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of the Owner, Contractor, Architect, consultants and all other parties named as insureds. None of these waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by the Owner as Trustee or otherwise payable under any policy so issued.

15.4.2 The Owner and Contractor intend that any policies provided in response to Paragraphs 15.1.2 and 15.1.3 shall protect the parties insured and provide primary coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by the Architect or its consultant, the Owner will obtain the same, and if such waiver forms are required of any Subcontractor, the Contractor will obtain the same.

15.5 Any insured loss under the policies of insurance required by Paragraphs 15.1.2 and 15.1.3 will be adjusted with the Owner and made payable to the Owner as Trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. The Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Contract Modification or Written Amendment, or be a separate contract, at the Owner's option.

15.6 Endorsements.

15.6.1 The Owner, its officer and employees shall be named as a primary, non-contributing additional insured and coverage shall apply on a primary and non-contributory basis on such policies other than Workers' Compensation. Additional insured status shall be evidenced by internal policy provision or by separate external endorsement. Policies shall contain a provision that the Owner shall be given *thirty (30) days'* written notice by certified mail before cancellation of any insurance or reduction of the amount thereof, or any alteration, modification, restriction or material change thereto. No such cancellation, reduction, alteration, modification, restriction or material change in any policy shall relieve the Contractor of its obligation to maintain coverages in accordance with the Contract Documents.

15.6.2 All insurance policies to be maintained by the Contractor shall provide for Waiver of Subrogation in favor of the Owner.

15.6.3 All insurance policies, except Workers' Compensation, to be maintained by the Contractor shall provide Severability of Interests or Cross Liability Clause and provide that the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by the Owner.

15.7 Certificates evidencing that satisfactory coverage of the type and limits set forth in the Contract Documents shall be furnished to the Owner in a form acceptable to the Owner and shall contain provisions consistent with Paragraph 15.6.

15.8 Irrespective of the requirements of the Contract Documents as to insurance to be carried by the Contractor, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve the Contractor of any of its obligations.

15.9 The Contractor shall defend, indemnify and hold the Owner harmless from any failure of the Contractor or its Subcontractors of any tier to secure and maintain insurance as required by this Contract.

ARTICLE 16 **CORRECTION OF WORK**

16.1 The Contractor shall promptly correct Work rejected or failing to conform to the requirements of the Contract Documents at

any time through a period of *one (1) year* from the date of Substantial Completion of this Contract or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents.

16.2 If the Contractor fails to carry out or correct Work that is not in accordance with the Contract Documents, the Owner may, by written order, require the Contractor to stop the Work or any portions thereof until the cause for the order has been eliminated, and the Owner may take over and correct some or all of the non-conforming Work at the Contractor's cost.

16.3 Nothing in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 Applicable Law. This Contract shall be governed by the internal law of the State of Washington, without regard to its choice-of-law provisions.

17.2 Compliance with Law. The Contractor shall give notices and comply with applicable laws, rules, regulations and orders of public authorities, including but not limited to RCW 39.06 and RCW 18.27 (Registration), RCW 49.60 (Discrimination), RCW 70.92 (Aged and Handicapped Persons), WAC 296-155 (Safety Standards), RCW 50.24 (Unemployment Compensation), RCW 51 (Industrial Insurance); RCW 82 (State Excise Tax Registration), RCW 39.12.065(3) (prevailing wage violations), Drug-Free Workplace Act of 1988 (Drug-Free Workplace) and RCW 49.26 (any asbestos removal).

17.3 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 the Owner.

17.4 The Owner's Site Rules. The Contractor shall comply with the Owner's site and conduct rules.

17.5 Survival of Clauses. The warranty, dispute resolution, and indemnification provisions of this Contract shall survive the termination, cancellation or expiration of this Contract.

17.6 Writing Required. No addition to or modification of this Contract or waiver of any provisions of this Contract shall be binding on either Party unless explicitly made in writing and executed by the Contractor and the Owner.

17.7 Safety Standards. Contractor shall comply with require adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act, chapter 49.17 RCW. The Contractor shall comply with pertinent provisions of Chapter 296-155 WAC, "Safety Standards for Construction Work," including without limitation trench safety requirements of RCW 39.04.180.

ARTICLE 18

TERMINATION OF THE CONTRACT

18.1 Termination for Cause by the Contractor. If the Owner fails to make payment of undisputed amounts for a period of *sixty (60) days* through no fault of the Contractor, the Contractor may, upon *seven (7) additional days'* written notice (during which time the Owner has the right to cure), terminate the Contract and recover from the Owner payment for all Work executed in accordance with the Contract Documents.

18.2 Termination for Cause by the Owner. The Owner may, upon *seven (7) days'* written notice to the Contractor, terminate without prejudice the whole or any portion of the Work for cause, including but not limited to the Contractor's material breach of this Contract; failure to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time; failure to supply a sufficient number of properly skilled workers or proper materials; material disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or being adjudged bankrupt, making a general assignment for the benefit of its creditors, or having a receiver appointed on account of the Contractor's insolvency.

18.3 Termination for Convenience by the Owner. The Owner may, at any time upon *seven (7) days'* written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner. The Owner shall be liable to Contractor only for the amount reasonably incurred to date and due under Article 13 for the performance of the Work terminated and other pre-approved costs, consistent with the Paragraph 11.2, necessary and reasonably incurred in connection with the termination of the Work.

18.4 Effects of Termination.

18.4.1 The total sum to be paid to the Contractor under this Article 18 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

18.4.2 Unless the Owner directs otherwise, after receipt of a notice of termination by the Owner, the Contractor shall promptly stop Work as specified in the notice of termination; place no further orders or subcontracts, except as necessary for completion of non-terminated Work; procure cancellation of all orders and subcontracts to the extent related to the performance of terminated Work; assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts; with the Owner's approval, settle outstanding liabilities and claims arising out of such termination of orders and subcontracts not assigned to the Owner; transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work; take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to the Project in the possession of the Contractor in which the Owner has an interest; and continue performance only to the extent not terminated.

18.5 Suspension. The Owner may, at its option and at any time, suspend the Contractor's performance of some or all of the Work. The Owner will give the Contractor notice of any such suspension, including the scope of the suspension and the Owner's estimate of the duration of such suspension. During the period of suspension, the Contractor shall use its best efforts to minimize costs associated with such suspension and to protect and maintain the Work. As full compensation for any such suspension, the Contractor will be eligible for an equitable adjustment, which shall not include consequential or indirect damages. Upon receipt of the Owner's notice to resume the suspended performance, the Contractor shall immediately resume performance to the extent required in the notice.

ARTICLE 19 DISPUTE RESOLUTION

19.1 All claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof ("Claims") shall be decided exclusively by the following dispute resolution procedure. Failure to comply with the requirements of this Article 19 shall constitute waiver of the Claim.

19.2 Notice of Claim. The Contractor shall submit notice of all Claims to the Owner in writing within *seven (7) days* of the event giving rise to them and shall include a reasonable description of the event and its probable effect.

19.3 Claim Submission. Within *thirty (30) days* of the effective date of submitting the notice in Paragraph 19.2, the Contractor shall provide the Owner with a written Claim that includes a clear description of the Claim, all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor and Subcontractors of any tier are entitled, and data supporting the Claim. No act, omission, or knowledge, actual or constructive, of the Owner or any Architect shall in any way be deemed to be a waiver of the requirement for a timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit, unequivocal written waiver.

19.4 Effective Date. Unless otherwise specified in the Contract Documents, the effective date of any notice or request given in connection with this Contract shall be the date on which it is delivered to the Owner.

19.5 Informal Resolution. The Owner will make a determination of the Claim submitted. If the Contractor disagrees with the determination and wishes to pursue the Claim further, the Contractor must, within *fourteen (14) days* of receipt of the determination, provide the Owner with a written request that a representative of the Contractor, any Architect, and the Owner meet, confer, and attempt to resolve the claim. This meeting will then take place at mutually convenient time and place within *fourteen (14) days* of the Contractor's request.

19.6 Mediation. The Contractor may not bring any litigation against the Owner unless the Claim is first subject to mediation under the Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. To initiate the mediation process, the Contractor shall submit a written mediation request to the Owner within thirty (30) days after the meeting undertaken in Paragraph 19.5. If the parties are unable to agree to a mediator within *thirty (30) days* after the Owner's receipt of the written request for mediation, either party may submit a request for mediation to the AAA. An officer of the Contractor and the General Manager or designee of the Owner, both having full authority to settle the Claim, must attend the mediation session. To the extent there are other parties in interest, such as Subcontractors and insurers, their representatives, with full authority to settle the Claim, shall also attend the mediation session. All unresolved Claims in the Project shall be considered at a single mediation session that shall occur prior to Final Acceptance by Owner.

19.7 Litigation. The provisions of Paragraphs 19.1, 19.2, 19.5, and 19.6 are each a condition precedent to the Contractor bringing litigation. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within *120 days* after the Date of Substantial Completion as designated in writing by the Owner. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of mediation shall toll this filing requirement.

19.8 Maintenance of Responsibilities. The parties shall diligently carry on their respective obligations and responsibilities and maintain the Progress Schedule during any dispute resolution proceedings, unless otherwise agreed by both parties in writing.

19.9 Waiver. The requirements of this Article 19 cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The fact that the Owner and the Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract Documents shall not constitute waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal written waiver approved by the Owner's Board of Commissioners.

Supplemental Conditions

1. Payments will be in one lump sum, minus retained funds. The District may consider payments in increments of not less than twenty-five percent (25%) of contracted amount. The Contracting Officer will be the final arbiter to set the percentage of work completed for release of any payments.

1. **Progress Payments.** Progress payments shall be made monthly for Work that is duly approved and performed during the calendar month preceding the Application for Payment according to the following procedure.

- 1.1 **Schedule of Values.** Prior to submitting its first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocating the Contract Sum to the various portions that comprise the Work. The schedule of values shall be prepared in such form and supported by such data as the Owner may require. The schedule of values shall allocate at least three percent (3%) of the original Contract Sum to that portion of the Work between Substantial Completion of the Work and Final Completion, which will be earned upon Final Completion and distributed in the final payment.

- 1.2 **Draft Application.** Within the first *seven (7) days* of each month, the Contractor shall submit to the Owner a report on the current status of the Work as compared to the Progress Schedule and a draft, itemized Application for Payment for Work performed through the prior calendar month. This shall not constitute a payment request. The Contractor, the Owner and the Architect or Engineer (if any) shall meet within the next *seven (7) days* and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The Owner may request the Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions or invoices from Subcontractors. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

- 1.3 **Payment Request.** Within *seven (7) days* after the Contractor and the Owner have met and conferred regarding the draft Application for Payment and the Contractor has furnished all data requested, the Contractor may submit a payment request in the agreed-upon amount, in the form of a notarized, itemized Application for Payment for Work performed during the prior calendar month on a form supplied or approved by the Owner. Among other things, the Application shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors from the Owner's prior payments have been made. The Application shall constitute the Contractor's representation that (1) all payments due Subcontractors from the Owner's prior payments have been made and (2) the Work is current on the Progress Schedule, unless otherwise noted on the Application. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, within the same time period, submit to the Owner a separate written payment request specifying the exact additional amount due, the category in the schedule of values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due.

- 1.4 **Payments to Subcontractors.** No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor for unsatisfactory performance, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the Owner written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within *eight (8) working days* after the Subcontractor satisfactorily completes the remedial action identified in the notice.

- 1.5 **Retainage.** Pursuant to RCW 60.28, the Owner will reserve five percent (5%) from the moneys the Contractor earns on estimates during the progress of the Work, 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 the Owner until *forty-five (45) days* following formal acceptance of the Project by the Owner ("Final Acceptance"). The Contractor may retain payment of not more than five percent (5%) from the moneys earned by any Subcontractor.

- 1.6 Upon completion of the Work, Contractor shall submit a Request for Final Payment, Certificate and Release form and itemized invoice to the Owner for approval and payment.

Scope of Work- Exhibit A

SUMMARY OF WORK

1.1 SCOPE OF WORK

The work specified in this Section consists of furnishing all labor, materials, and equipment necessary for construction of the Agate Beach Water System Improvements, Phase 1 – Water Lines Replacement Project, as shown on the Plans, and hereinafter specified, at the Agate Beach Estates subdivision, Mason County, Washington.. Work shall include, but not be limited to, the following:

- A. Install erosion control and traffic control measures.
- B. Clear and grub or sawcut pavement along the pipeline route as needed for clean pipeline installation.
- C. Supply and install approximately 2,900 linear feet of 6-inch C-900 PVC waterline to replace the existing 3-inch water distribution lines on a loop formed by East Agate Beach Drive and East Lighthouse Road.
- D. Install waterline appurtenances including gate valves, water service connections, air release and vacuum valve assemblies, blowoff assemblies, water service PRVs, 6-inch water distribution lines including valves and fittings and an 8-inch waterline stub out for a future connection to a booster pump station.
- E. Trench and backfill trenches with pipe bedding and select native material or imported bank run gravel.
- F. Connect to 4-inch water supply line from Well 1.
- G. Cutover service connections to existing meter boxes and valves.
- H. Plug and abandon existing 3-inch and 2-inch waterlines.
- I. Restore all surfaces disturbed by the construction including pavements, gravel shoulder and turfed areas.
- J. Restore all driveways damaged by the construction to condition acceptable to property owner.

- K. Provide detailed as-built plans of all construction work.
- L. Provide testing, commissioning, and training as specified herein.
- M. Provide all associated work as shown on the Plans and specified herein, for a complete and workable system.

1.2 PROJECT INFORMATION

The Contract Documents show the location, arrangement, and type of work to be performed under the proposed project.

The Contractor shall be responsible for proper notification to and coordination with all utility districts, service districts, and all other persons and services that will be affected by this project at least one week in advance of beginning any construction that affects them.

It is the intent and purpose of these Contract Documents to have constructed complete facilities in good working order for the least practical cost to the Owner. Suggestions, recommendations, as well as inquiries from the Contractor that will serve this purpose are welcome and will be given consideration by the Owner and the Engineer.

1.3 CONTRACTOR USE OF SITE AND PREMISES

Construction operations shall be limited to the areas noted on the Plans and subject to the approval of the Engineer. The Contractor shall meet all conditions of the easements while performing their work.

The Contractor shall submit a traffic control plan for all site access and egress routes for construction vehicle traffic per Section 01950.

The Contractor shall allow representatives of the Owner, funding, and regulatory agencies access to the project site at all times.

The Contractor shall notify the Owner (or other water utility purveyor) at least 48 hours in advance of any proposed water system shut downs. The Contractor shall also be responsible for notifying all impacted water users 48 hours in advance of any water shutoff.

1.4 ORDER OF WORK

The order of work will be at the option of the Contractor, except as noted below, in keeping with good construction practice, time restrictions, requirements of the permits applicable to this project, and the order of work as outlined herein, all

costs of which shall be included in the various bid amounts. The Contractor shall conduct the order of work to allow the existing facilities to remain operational during the construction of the Project and shall coordinate all of their activities through the Engineer with the Owner's operations and maintenance staff. The Contractor shall provide a written plan of activities to the Engineer and Owner each Thursday for the following week, for review and coordination with existing facility operations.

The implementation of any measure required to protect the environment shall supersede any order of work designated within these Specifications. The Contractor shall meet the conditions as outlined in any and all permits and requirements of the Federal, State, County, and City regulatory agencies.

The Contractor shall keep the disruption of the existing facility operations to a minimum. Water system shutdowns shall be limited to 8 hours during any 24-hour period.

Access to the existing operations areas shall be maintained. Disruption of this access shall be kept to a minimum and must be prearranged and scheduled through the Engineer with the Owner's operations and maintenance staff.

The following summary shall be used as a general guideline of the construction tasks to be performed. The tasks are generally listed in the order of completion. The tasks, however, can be completed in a different order than listed herein, including performance of two or more tasks concurrently. The Contractor shall prepare a complete project schedule, which shall be provided in accordance with the limitations specified herein.

- A. Install erosion control and traffic control measures.
- B. Clear and grub and/or sawcut pavement along the pipeline route as needed for clean pipeline installation.
- C. Supply and install approximately 1,350 LF for Schedule A and 2,900 LF for Schedule B of 6-inch C-900 PVC waterline to replace the existing 3-inch water distribution lines on loop formed by East Agate Beach Drive and East Lighthouse Road.
- D. Install waterline appurtenances including gate valves, water service connections, air valves, blow off valves, 6-inch lines including valves, fittings and thrust blocks.
- E. Trench and backfill trenches with pipe bedding and select native material or import gravel borrow material.

- F. Test and disinfect new waterlines.
- G. Connect to existing 4-inch water supply line from Well 1.
- H. Cutover service connections to existing meter boxes and valves and install PRV valves in new meter boxes as indicated.
- I. Plug and abandon existing 3-inch waterlines per Schedules A and B work limits as shown on the Plans.
- J. For Schedule A work only, cap waterline and connect to existing waterline at Schedule A work limits as shown in the Plans.
- K. Restore all surfaces disturbed by the construction including pavements, gravel shoulder and turfed areas.
- L. Restore all driveways and other improvements damaged by the construction to condition acceptable to property owner.
- M. Provide testing, commissioning, and training as specified herein.
- N. Provide detailed as-built plans of all construction work.
- O. Provide all associated work as shown on the Plans and specified herein, for a complete and workable system.

***** END OF SECTION *****

List of Drawings and Specifications- Exhibit B

MASON COUNTY PUD #1

MASON COUNTY

WASHINGTON



AGATE BEACH WATER SYSTEM IMPROVEMENTS PHASE 1 - WATER LINE REPLACEMENT

PUD OFFICIALS

Mike Sheetz

District 1 Commissioner

Ron Gold

District 2 Commissioner

Jack Janda

District 3 Commissioner

Kristin Masteller

General Manager



MARCH 2021
G&O JOB #20275

m:\mason county pud 1\20275.00 agate beach water system improvements\01 design\PLANSET\General\Legend.dwg, 3/12/2021 8:27 AM, JON SPURLIN

ABBREVIATIONS

AC	ASBESTOS CEMENT PIPE
ADJ	ADJUST
ALT	ALTERNATE
ALUM	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
AP	ANGLE POINT
ASPH	ASPHALT
ASSY	ASSEMBLY
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
AVE	AVENUE
BF	BLIND FLANGE
BLDG	BUILDING
BLK	BLOCK
BO	BLOW OFF
BOP	BEGINNING OF PROJECT
BVCE	BEGIN VERTICAL CURVE ELEVATION
BVCS	BEGIN VERTICAL CURVE STATION
C	CONDUIT
CAP	CORRUGATED ALUMINUM PIPE
CB	CATCH BASIN
CF	CUBIC FEET
CFS	CUBIC FEET PER SECOND
CICL	CAST IRON CLASS
CLR	CLEARANCE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONN	CONNECTION
CONT	CONTINUED/CONTINUOUS
CPEP	CORRUGATED POLYETHYLENE PIPE
CPLG	COUPLING
CTR	CENTER
CY	CUBIC YARD
CL	CENTER LINE
D	DRAIN
DC	DEGREE OF CURVATURE
DI	DUCTILE IRON
DIA	DIAMETER
DIM	DIMENSION
DOT	DEPARTMENT OF TRANSPORTATION
DWGS	DRAWING(S)
E	EAST
EA	EACH
EL	ELEVATION
ELEC	ELECTRICAL
EOA	EDGE OF ASPHALT
EOP	END OF PROJECT
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EXIST	EXISTING
FIG	FIGURE
FIN	FINISHED
FL	FLANGE
FT	FEET
GA	GAUGE
GALV	GALVANIZED
GI	GALVANIZED IRON
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IN	INCH
INV	INVERT
L	LENGTH
LB	POUND
LF	LINEAR FEET
MAX	MAXIMUM
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
N	NORTH
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
PC	POINT OF CURVATURE
PE	PLAIN END
PERF	PERFORATED
PI	POINT OF INTERSECTION
PP	POWER POLE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENT
QTY	QUANTITY
R	RADIUS
R/W	RIGHT-OF-WAY
RED	REDUCER
REINF	REINFORCE
REQD	REQUIRED
RET	RETAINING
RR	RAILROAD
S	SOUTH
SCH	SCHEDULE
SF	SQUARE FEET
SHT	SHEET
SL	SLOPE
SPECS	SPECIFICATIONS
SQ	SQUARE
STA	STATION
STD	STANDARD
TB	THRUST BLOCK
TC	TOP OF CURB
TEL	TELEPHONE
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
THRU	THREADED
THRU	THROUGH
TYP	TYPICAL
VERT	VERTICAL
W	WEST
W/	WITH
W/O	WITHOUT
WSDOT	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

LINETYPES

EXISTING	PROPOSED	DESCRIPTION
SURFACE FEATURES		
		ASPHALT PAVEMENT
		GRAVEL SURFACING
		FENCE/RAILING (TYPE AS NOTED)
		SHRUB/TREE/VEGETATION LINE
		EDGE OF LANDSCAPING
SURVEY		
		RIGHT-OF-WAY LINE
		CENTERLINE OF RIGHT-OF-WAY
		CENTERLINE OF CONSTRUCTION
		PROPERTY LINE
		CONTOUR LINE
		SAWCUT LINE (APPROXIMATE LOCATION)
UTILITIES		
		OVERHEAD UTILITIES
		BURIED ELECTRICAL
		BURIED TELEPHONE/COMMUNICATIONS
		GAS MAIN (SIZE AS NOTED)
		WATER MAIN (SIZE AS NOTED)
		STORM DRAIN (SIZE AS NOTED)
		CULVERT (SIZE & TYPE AS NOTED)
		DITCH CENTERLINE/THALWEG

WATER SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		CAP/PLUG
		COUPLING/ADAPTER
		GUARD POST
		REDUCER
		THRUST BLOCK
		WATER METER
		WELL
JOINTS		
		MECHANICAL JOINT
VALVES		
		AIR RELIEF VALVE
		BLOW-OFF VALVE
		WATER SPIGOT
		GATE VALVE

GAS/POWER/TELEPHONE SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		UTILITY POLE
		UTILITY POLE ANCHOR
		UTILITY PEDESTAL

SANITARY/STORM SEWER SYMBOLS

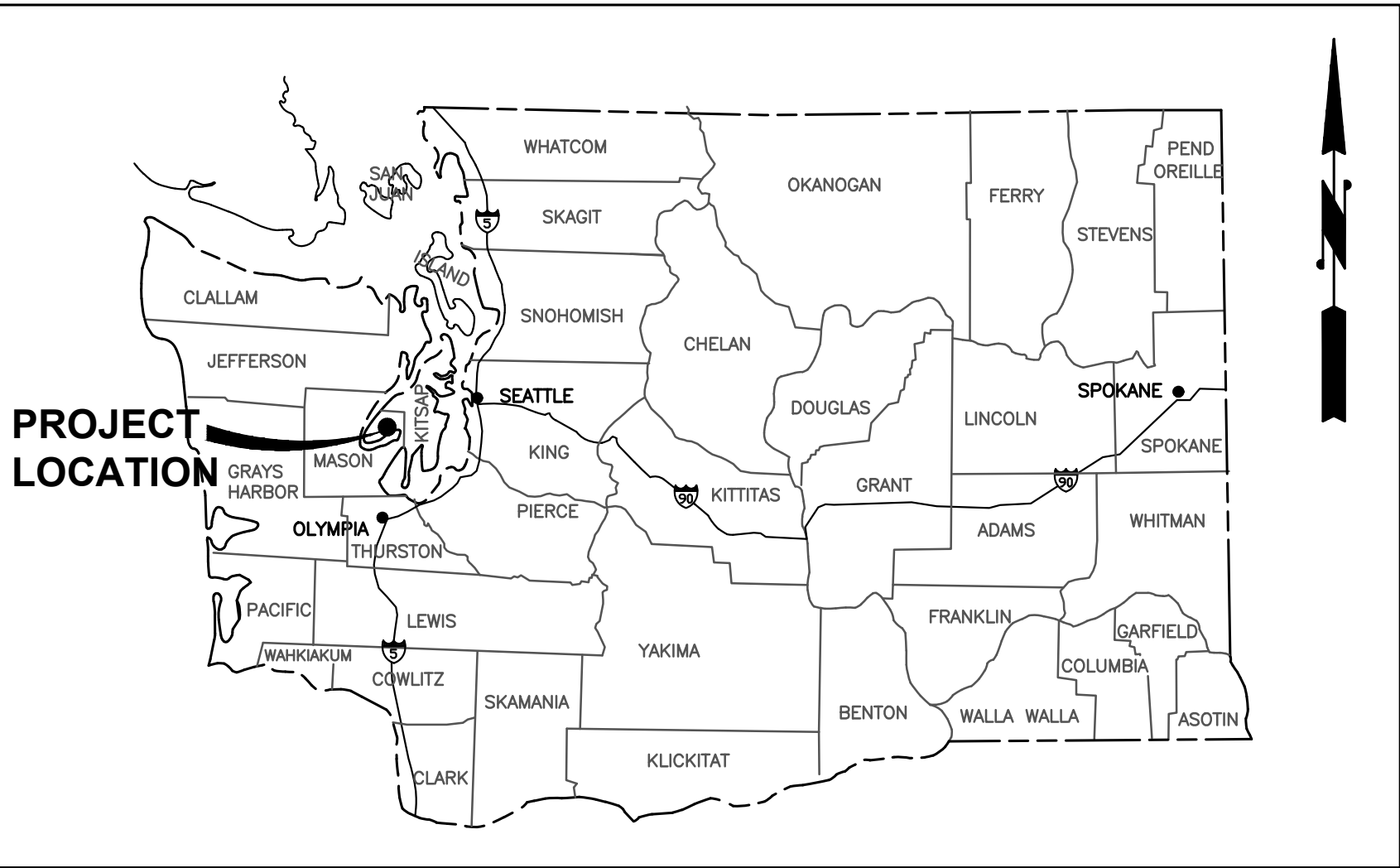
EXISTING	PROPOSED	DESCRIPTION
		STORM DRAIN CATCH BASIN,
		CONCRETE INLET, OR
		YARD/AREA DRAIN

SURVEY SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		CONTROL POINT
		MONUMENT (SURFACE)

SHEET INDEX

SHEET	DESCRIPTION
COV	COVER SHEET
G-1	SHEET INDEX, VICINITY AND LOCATION MAPS
G-2	SURVEY CONTROL MAP AND TABLE
G-3	TESC NOTES AND DETAILS
C-1	SHEET KEY MAP
C-2	WATER DISTRIBUTION LINE PLAN STA 0+00 TO STA 4+00
C-3	WATER DISTRIBUTION LINE PLAN STA 4+00 TO STA 8+00
C-4	WATER DISTRIBUTION LINE PLAN STA 8+00 TO STA 12+25
C-5	WATER DISTRIBUTION LINE PLAN STA 12+25 TO STA 16+00
C-6	WATER DISTRIBUTION LINE PLAN STA 16+00 TO STA 20+00
C-7	WATER DISTRIBUTION LINE PLAN STA 20+00 TO STA 24+00
C-8	WATER DISTRIBUTION LINE PLAN STA 24+00 TO STA 27+50
C-9	WATER DISTRIBUTION LINE PLAN STA 27+50 TO STA 30+05
CD-1	WATER DETAILS
CD-2	WATER DETAILS
R-1	RESTORATION PLAN STA 0+00 TO STA 4+00
R-2	RESTORATION PLAN STA 4+00 TO STA 8+00
R-3	RESTORATION PLAN STA 8+00 TO STA 12+25
R-4	RESTORATION PLAN STA 12+25 TO STA 16+00
R-5	RESTORATION PLAN STA 16+00 TO STA 20+00
R-6	RESTORATION PLAN STA 20+00 TO STA 24+00
R-7	RESTORATION PLAN STA 24+00 TO STA 27+50
R-8	RESTORATION PLAN STA 27+50 TO STA 30+05
RD-1	RESTORATION DETAILS



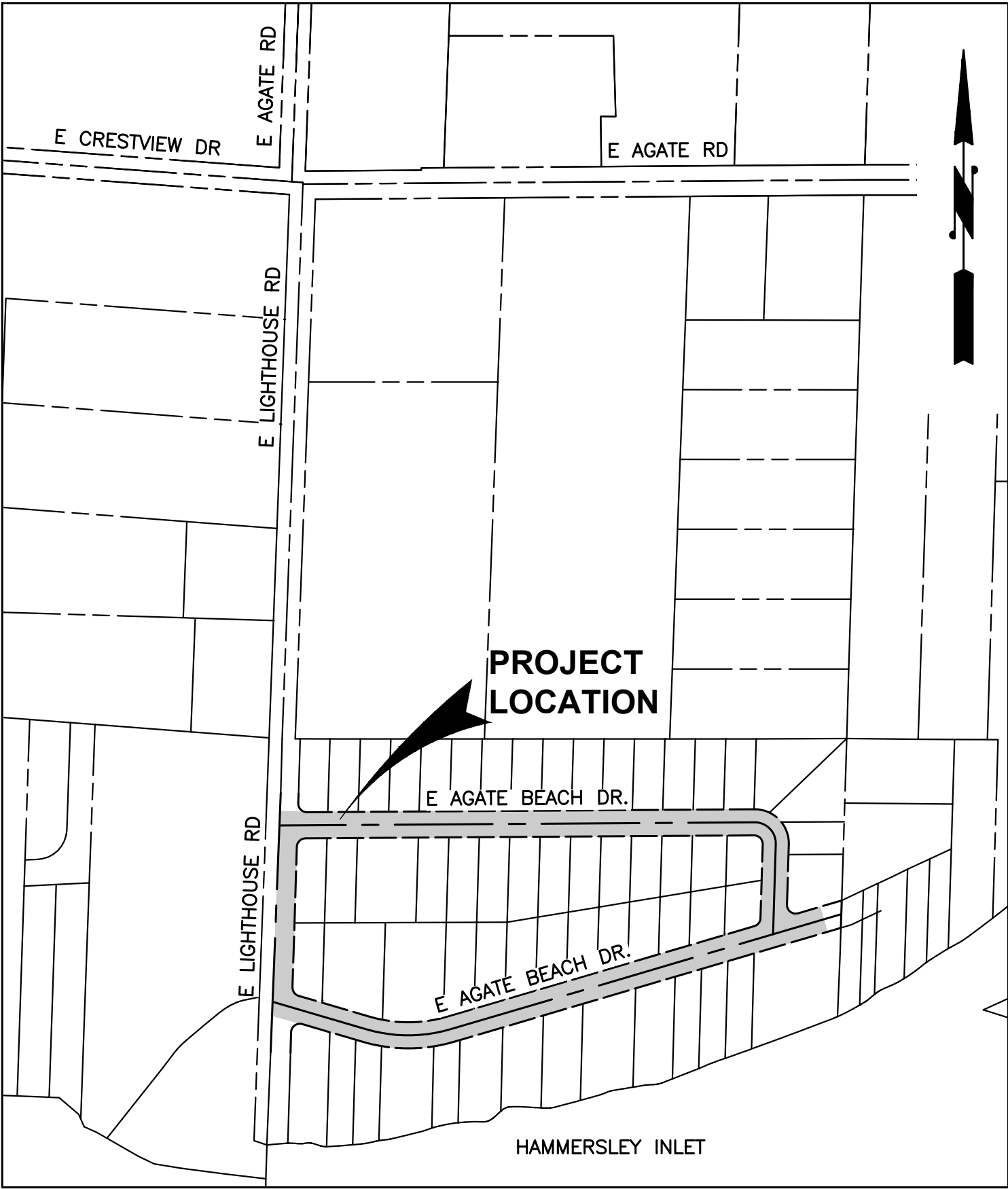
VICINITY MAP
NTS

GENERAL NOTES:

- ALL MATERIALS AND WORKMANSHIP SHALL BE FURNISHED AND SUPPLIED IN ACCORDANCE WITH THE 2021 EDITION OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION, UNLESS OTHERWISE SPECIFICALLY NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT AND COORDINATE WITH ALL UTILITY COMPANIES IN ORDER TO ASSURE THAT ALL LINES, PIPES, POLES AND OTHER APPURTENANCES ARE PROPERLY LOCATED, SECURED, AND/OR PROTECTED. BURIED UTILITIES (WHERE KNOWN) ARE SHOWN IN THEIR APPROXIMATE LOCATION. THE CONTRACTOR SHALL HAVE UTILITIES VERIFIED ON THE GROUND PRIOR TO ANY CONSTRUCTION. NOTIFY THE UNDERGROUND UTILITIES LOCATE CENTER: 1-800-424-5555.
- ON-SITE EROSION AND SEDIMENT CONTROL MEASURES ARE REQUIRED AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN CONFORMANCE TO THE REQUIREMENTS OF THESE PLANS, CONTRACT SPECIFICATIONS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS, ANY ADDENDA, CHANGE ORDERS, AND THE CONTRACT SPECIFICATIONS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IN THE EVENT OR DISCOVERY OF UNSUITABLE SOILS OR HIGH GROUND WATER CONDITIONS OR DISCREPANCIES FROM THE PLANS.
- WHEREVER PLANS REFER TO "SAWCUT" OF ASPHALT CONCRETE PAVEMENT OR CONCRETE SURFACE, THE CONTRACTOR SHALL PERFORM A "NEAT LINE CUT" PER SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN A CLEAN LEGIBLE SET OF RECORD DRAWINGS AND PROVIDE A SET TO THE OWNER PRIOR TO DEMOBILIZATION OF THE SITE. SEE SPECIFICATIONS.

SURFACE FEATURES/LANDSCAPING

EXISTING	PROPOSED	DESCRIPTION
		BUILDING
		MAIL BOX (NOTED)
		SIGN
		SHRUB
		TREE (CONIFER)
		TREE (DECIDUOUS)



LOCATION MAP
SCALE: 1:300

0 1" 2"
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

Gray & Osborne, Inc.
CONSULTING ENGINEERS
1120 RAINIER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 284-0860

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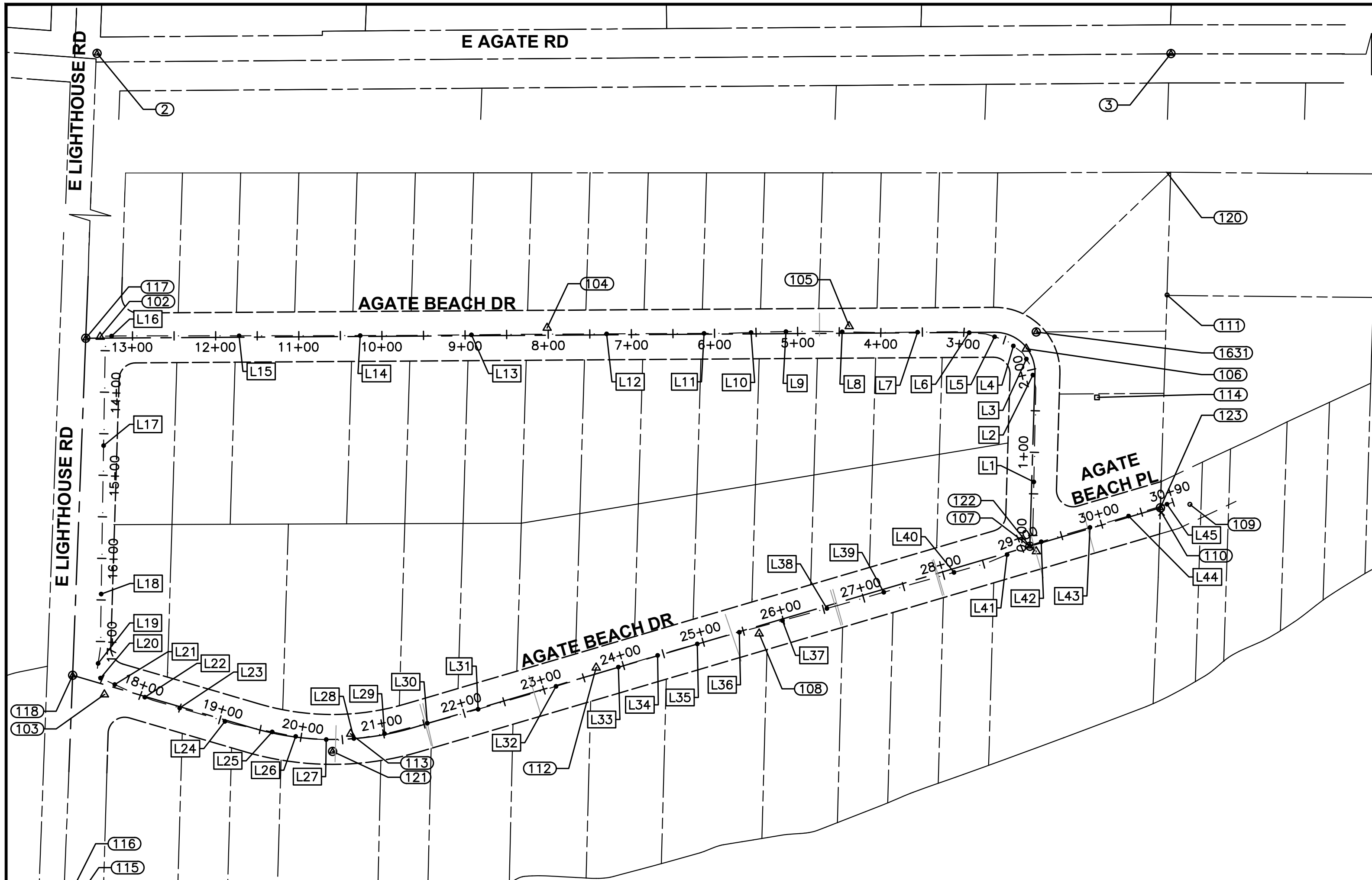
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MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
SHEET INDEX, VICINITY AND LOCATION MAPS

SHEET: G-1
OF: 3
JOB NO.: 20275
DWG: LEGEND

m:\mason county pud 1\20275.00 agate beach water system improvements\01 design\PLANSET\General\SURVEY.dwg, 3/12/2021 8:27 AM, JON SPURLIN



MASON COUNTY PUD - AGATE BEACH WATER IMPROVEMENTS			
JOB NUMBER - 20275			
HORIZONTAL DATUM: NAD83/2011, EPOCH 2010			
WSPCS SOUTH ZONE, GRID NORTH			
MODIFIED GROUND COORDINATES, SCALED TO GROUND USING AVG. CGF OF 0.99997249824 AT BASE POINT G&O #2			
VERTICAL DATUM: NAVD88			
HOLDING WSDOT BM "GP23003-11" (G&O #1)			
POINT	NORTHING	EASTING	ELEV.
1	715463.27	1021260.22	177.87
2	695660.01	1016124.09	120.26
3	695659.77	1017415.61	145.04
4	695662.72	1019374.87	134.02
5	695659.73	1018705.70	134.64
100*	695285.42	1016101.73	123.44
101*	694741.56	1016112.63	98.41
102	694176.48	1016085.98	66.69
103	693746.11	1016091.15	36.01
104	694187.25	1016623.57	87.34
105	694189.22	1016986.80	106.66
106	694162.13	1017199.79	96.61
107	693918.35	1017211.81	67.23
108	693819.43	1016878.50	65.44
109	693974.92	1017396.51	61.70

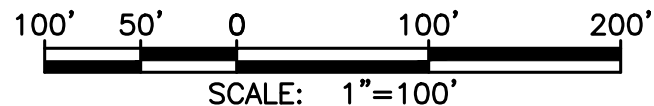
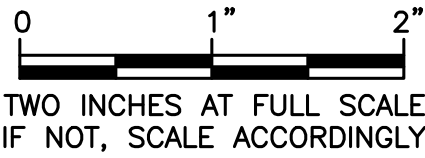
POINT	NORTHING	EASTING	ELEV.	DESCRIPTION
110	693965.01	1017362.54	61.82	SSN, SMALL MAG IN S EDGE ASPHALT AGATE BEACH PL. 15' E OF CL DAWY #20E. ~16' W OF E END ASPHALT.
111	694226.83	1017369.13	100.84	SFP, 1" IP W/GRAY CAP. "0"?D? 1135" 0.45 ABOVE GRADE. NW COR PROP 41 E AGATE BEACH PL. @ 90 IN FENCE LINE.
112	693778.39	1016682.54	61.65	SSNT, 1' S OF N EDGE ASPHALT AGATE BCH DR @ EXT'D CL DWAY #361. ~27' W OF WOOD CHIP ACCESS DWAY TO E SIDE PROP #370.
113	693698.76	1016387.23	53.66	SSNT, 2' S OF N EDGE ASPHALT AGATE BCH DR. ~DUE NORTH OF NE'LY BLDG COR(NOT GARAGE) HSE #431. ~6.3' SSW 12" CULVERT. ~12' W OF DWAY #430
114	694103.58	1017284.78	87.93	SSHT, IN MIDDLE OF LOT. ~47' NE OF PP S OF WM.
115	693493.42	1016053.80	17.22	SSNT, CL LIGHTHOUSE RD @ S END OF ST. ~2' N OF GRASS/VEG. ~4.5' N OF BASKETBALL HOOP. ~45' S OF CL DWAY #471
116	693451.21	1016022.59	9.75	SFM, CTR OF BRASS SHAFT OF REMAINDER OF BRASS CAP. 10" CONC ROUND. ~1.2' ABOVE SEA BED. 20.3' S12W FROM SE CONC COR. ~20.7' S13W FROM SE BOLT TO CHANNEL MARKER/COASTAL LIGHT. 6' S OF BROKEN TBR IN CONC ABOUT 4' TALL. 13' S OF BTM OF BANK.
117	694174.76	1016068.74	69.19	SFM. STONE MON W/X. ~0.8' BELOW GRADE. 3' S22W OF PHONE PED. ~5' N70W OF 24"CEDAR. W OF W EDGE ASPHALT LIGHTHOUSE RD.
118	693769.20	1016052.96	34.28	SFM. STONE MON W/X ON S'LY HIGHSIDE. ~0.85' DOWN. 5.8' WNW OF CTR GATE TO FIELD/SQUAXIN ISLAND TRIBE LAND. ~21' WSW OF EXT'D CL E AGATE BEACH DR @ W'LY EDGE ASPHALT LIGHTHOUSE RD. SMALL REBAR IN HOLE.
119*	695024.73	1017370.90	110.50	SSN, 60D NAIL W/WHITE FLAGGING. ~2' W OF W EDGE GRAVEL PVT DWAY @ GRADE BREAK IN DWAY. STOE OF W'LY BLDGS SE COR. ~11' NE OF CLUSTER OF TREES.
120	694380.97	1017363.69	110.33	SSN, 60D NAIL. 0.25' DOWN IN GRAVEL/GRASS. ~7' S OF EDGE GRAVEL E TO W DIRECTION PVT DRWYS. ~13' S'LY EXT'D CL N-S PVT DWAY.
121	693677.67	1016365.51	51.36	SFM, STONE MON W/ X. 1.5' DOWN. 3' S OF S EDGE ASPHALT AGATE BEACH DR. 3.5' NW OF MAILBOX #431. 4' NNE OF LANDSCAPE ROCK. 6.5' N OF 6" MAPLE TREE.
122	693924.45	1017204.11	66.89	SFM, STONE MON W/ X. 1.5' DOWN. AT CENTERLINE E AGATE BEACH DR & E AGATE BEACH PL. 14' NE OF CENTERLINE DRWY TO #271. @ S EDGE ASPHALT AGATE BEACH DR.
123	693970.76	1017361.11	60.95	SFM, STONE MON W/ X. 1.0' DOWN. CENTERLINE E AGATE BEACH PL. 18' W OF E END EDGE OF ASPHALT. 13' E OF CENTERLINE DRWY #20E.
1631	694182.28	1017211.76	97.62	SFM, STONE MON W/ "X." ~1.75' DOWN. PI MONUMENT 2' W OF GROUND BREAK. 9.5' E OF DITCH CENTERLINE. 22' NE OF NE EDGE ASPHALT.

* NOT SHOWN ON THIS PLAN

CL - CONSTRUCTION CENTERLINE ALIGNMENT												
SEGMENT	BEGIN STATION	BEGIN NORTHING	BEGIN EASTING	END STATION	END NORTHING	END EASTING	DISTANCE	BEARING	RADIUS	TANGENT	CURVE LENGTH	DELTA
L1	0+00.00	693,937.53	1,017,207.60	1+77.47	694,114.97	1,017,211.24	177.47	N11°0'32"E				
L2	1+77.47	694,114.97	1,017,211.24	2+04.16	694,141.00	1,017,205.32	26.69	N12°47'44"W				
L3	2+04.16	694,141.00	1,017,205.32	2+23.12	694,157.12	1,017,195.37	18.95	N31°41'09"W				
L4	2+23.12	694,157.12	1,017,195.37	2+47.72	694,172.01	1,017,175.78	24.61	N52°46'19"W				
L5	2+47.72	694,172.01	1,017,175.78	2+73.58	694,179.97	1,017,151.18	25.85	N72°04'39"W				
L6	2+73.58	694,179.97	1,017,151.18	3+10.27	694,182.66	1,017,114.58	36.69	N85°47'37"W				
L7	3+10.27	694,182.66	1,017,114.58	3+99.98	694,181.57	1,017,024.88	89.70	S89°18'10"W				
L8	3+99.98	694,181.57	1,017,024.88	4+83.35	694,183.20	1,016,941.52	83.38	N88°52'48"W				
L9	4+83.35	694,183.20	1,016,941.52	5+28.65	694,182.55	1,016,896.23	45.30	S89°11'07"W				
L10	5+28.65	694,182.55	1,016,896.23	5+81.70	694,180.80	1,016,843.21	53.05	S88°06'02"W				
L11	5+81.70	694,180.80	1,016,843.21	6+27.73	694,180.53	1,016,797.19	46.03	S89°39'51"W				
L12	6+27.73	694,180.53	1,016,797.19	8+39.09	694,179.48	1,016,585.83	211.36	S89°42'56"W				
L13	8+39.09	694,179.48	1,016,585.83	9+51.60	694,178.21	1,016,473.32	112.52	S89°21'13"W				
L14	9+51.60	694,178.21	1,016,473.32	10+96.95	694,177.79	1,016,327.97	145.34	S89°50'07"W				
L15	10+96.95	694,177.79	1,016,327.97	13+15.87	694,177.55	1,016,109.06	218.92	S89°56'12"W				
L16	13+15.87	694,177.55	1,016,109.06	13+32.52	694,177.31	1,016,092.40	16.65	S89°11'21"W				
L17	13+32.52	694,177.31	1,016,092.40	15+81.93	693,927.94	1,016,088.25	249.41	S0°57'13"W				
L18	15+81.93	693,927.94	1,016,088.25	17+08.54	693,801.34	1,016,086.31	126.61	S0°52'44"W				
L19	17+08.54	693,801.34	1,016,086.31	17+41.97	693,768.29	1,016,081.28	33.43	S8°39'23"W				
L20	17+41.97	693,768.29	1,016,081.28	17+54.61	693,763.04	1,016,092.78	12.64	S65°27'52"E				
L21	17+54.61	693,763.04	1,016,092.78	17+86.66	693,749.73	1,016,121.93	32.05	S65°27'52"E				
L22	17+86.66	693,749.73	1,016,121.93	18+16.35	693,739.06	1,016,149.64	29.69	S68°55'46"E				
L23	18+16.35	693,739.06	1,016,149.64	18+81.20	693,721.16	1,016,211.97	64.85	S73°58'37"E				
L24	18+81.20	693,721.16	1,016,211.97	19+17.90	693,710.51	1,016,247.09	36.70	S73°07'38"E				
L25	19+17.90	693,710.51	1,016,247.09	19+83.34	693,697.37	1,016,311.20	65.44	S78°25'23"E				
L26	19+83.34	693,697.37	1,016,311.20	20+11.08	693,692.75	1,016,338.55	27.73	S80°24'40"E				
L27	20+11.08	693,692.75	1,016,338.55	20+44.43	693,691.32	1,016,371.87	33.35	S87°32'45"E				
L28	20+44.43	693,691.32	1,016,371.87	20+75.01	693,694.26	1,016,402.31	30.58	N84°29'48"E				
L29	20+75.01	693,694.26	1,016,402.31	21+10.02	693,700.68	1,016,436.73	35.01	N79°26'11"E				
L30	21+10.02	693,700.68	1,016,436.73	21+81.19	693,718.26	1,016,505.69	71.17	N75°41'30"E				
L31	21+81.19	693,718.26	1,016,505.69	22+89.46	693,748.43	1,016,609.67	108.27	N73°49'12"E				
L32	22+89.46	693,748.43	1,016,609.67	23+31.25	693,760.62	1,016,649.64	41.79	N73°02'51"E				
L33	23+31.25	693,760.62	1,016,649.64	23+97.99	693,780.41	1,016,713.38	66.74	N72°44'44"E				
L34	23+97.99	693,780.41	1,016,713.38	24+67.02	693,800.03	1,016,779.56	69.04	N73°29'17"E				
L35	24+67.02	693,800.03	1,016,779.56	25+22.60	693,815.13	1,016,833.05	55.57	N74°14'24"E				
L36	25+22.60	693,815.13	1,016,833.05	25+80.56	693,830.34	1,016,888.98	57.97	N74°47'17"E				
L37	25+80.56	693,830.34	1,016,888.98	26+21.86	693,841.12	1,016,928.85	41.30	N74°52'02"E				
L38	26+21.86	693,841.12	1,016,928.85	26+70.05	693,853.87	1,016,975.33	48.19	N74°39'53"E				
L39	26+70.05	693,853.87	1,016,975.33	27+64.17	693,879.87	1,017,065.78	94.11	N73°57'39"E				
L40	27+64.17	693,879.87	1,017,065.78	28+52.80	693,903.75	1,017,151.13	88.63	N74°22'12"E				
L41	28+52.80	693,903.75	1,017,151.13	29+07.12	693,924.61	1,017,201.29	54.32	N67°25'13"E				
L42	29+07.12	693,924.61	1,017,201.29	29+35.72	693,933.32	1,017,228.53	28.60	N72°15'55"E				
L43	29+35.72	693,933.32	1,017,228.53	30+07.74	693,953.26	1,017,297.74	72.02	N73°55'41"E				
L44	30+07.74	693,953.26	1,017,297.74	30+69.29	693,971.08	1,017,356.65	61.55	N73°10'05"E				
L45	30+69.29	693,971.08	1,017,356.65	30+90.00	693,977.44	1,017,376.35	20.71	N72°06'14"E				

RIGHT-OF-WAY DISCLAIMER

The right-of-way and/or property lines shown hereon are based on available information, not on a surveyed location and are only approximate.



		APPD
		DATE
		REVISION
		No.



m:\mason county pud 1\20275.00 ogate beach water system improvements\01 design\PLANSET\General\TESC.dwg, 3/12/2021 8:28 AM, JON SPURLIN

T.E.S.C. NOTES

GENERAL NOTES FOR TARGETED DRAINAGE PLAN:

- ALL GRADING SHALL COMPLY WITH PERMIT CONDITIONS, CURRENT MASON COUNTY PUD AND MASON COUNTY CODES AND DEVELOPMENT STANDARDS, AND STATE (WSDOT) STANDARD SPECIFICATIONS, CURRENT EDITION.
- IT SHALL BE THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY THE CONTRACTOR'S ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES THAT MAY BE NEEDED TO PROTECT THE NATURAL FEATURES OR ADJACENT PROPERTIES.
- THE TEMPORARY EROSION/SEDIMENTATION CONTROL FACILITIES SHALL BE CONSTRUCTED PRIOR TO ANY GRADING OR SITE WORK. THESE FACILITIES MUST BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION AND LANDSCAPING IS COMPLETED AND WITHIN 30 DAYS OF FINAL SITE STABILIZATION OR UNTIL THE POTENTIAL FOR ON-SITE EROSION HAS PASSED.
- ALL PERSONS ENGAGING IN CONSTRUCTION ACTIVITIES SHALL PREVENT OR MINIMIZE EROSION AND SEDIMENTATION ON-SITE, AND SHALL PROTECT PROPERTIES AND WATER COURSES DOWNSTREAM FROM THE SITE.
- NON COMPLIANCE WITH THE EROSION CONTROL REQUIREMENTS, WATER QUALITY REQUIREMENTS AND/OR CLEARING LIMITS MAY RESULT IN REVOCATION OF PROJECT PERMITS, REVOCATION OF PLAN APPROVAL, AND BOND FORECLOSURES.
- PRIOR TO INITIATION OF SITE WORK, HIGHLY VISIBLE MARKERS SUCH AS ORANGE BARRIER FENCING OR FLAGGING SHALL BE USED TO IDENTIFY CLEARING LIMITS AND EXISTING NGPA AREAS.
- ALL STREETS SHALL BE KEPT CLEAR OF DIRT AND DEBRIS DURING EXCAVATION AND FILL OPERATIONS. SWEEP STREETS IMMEDIATELY WHEN DIRT HAS BEEN TRACKED ONTO PAVED SURFACES.
- STOCKPILES ARE TO BE LOCATED IN SAFE AREAS AND ADEQUATELY PROTECTED WITHIN 24 HOURS OF FORMATION TO PREVENT SOIL LOSS.
- STORM SEWER INLETS RECEIVING SITE STORM WATER RUNOFF DURING CONSTRUCTION SHALL BE PROTECTED SO THAT WATER WILL NOT ENTER THE INLET WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO MINIMIZE THE AMOUNT OF SEDIMENT ENTERING THE INLET.
- FROM MAY 1 TO SEPTEMBER 30, NO SOIL SHALL REMAIN EXPOSED FOR MORE THAN 7 DAYS. DENUDED AREAS SHALL BE COVERED BY MULCH, SOD, PLASTIC OR EQUIVALENT BMP LISTED IN THE WASHINGTON STATE DEPARTMENT OF ECOLOGY STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON FROM OCTOBER 1 TO APRIL 30. NO SOIL SHALL REMAIN EXPOSED FOR MORE THAN 2 DAYS. SEE WET SEASON SUPPLEMENTAL GRADING NOTES FOR ADDITIONAL BMP REQUIREMENTS.
- WATER RESULTING FROM THE DEWATERING OF TRENCHES AND EXCAVATIONS SHALL BE FILTERED PRIOR TO DISCHARGE AS REQUIRED TO MEET TURBIDITY PERMITS. DISCHARGE OF SURFACE WATER FROM THE SITE SHALL BE SUBJECT TO MONITORING BY THE OWNER, AND TREATMENT AND/OR DIVERSION TO THE SANITARY SEWER SYSTEM WHERE APPROPRIATE, IN ACCORDANCE WITH THESE PLANS AND PROJECT SPECIFICATIONS. MAXIMUM ALLOWABLE TURBIDITY SHALL BE 5 NTU OVER BACKGROUND. DIVERSION OF STORM WATER DISCHARGE TO THE SANITARY SEWER SYSTEM SHALL BE SUBJECT TO OWNERS APPROVAL AND TO ANY PRE-TREATMENT REQUIREMENTS IMPOSED BY THE OWNER.
- CONTRACTOR IS RESPONSIBLE FOR PREVENTING SURFACE WATER FROM RUNNING INTO EXCAVATIONS AND/OR PUMPING SURFACE RUN-OFF FROM EXCAVATION AND WORK AREA AS NEEDED.
- FILTER FABRIC FENCE AND ALL OTHER TESC MEASURES SHALL BE CHECKED IMMEDIATELY AFTER EACH RAINFALL EVENT IN EXCESS OF 0.1 INCH AND DAILY DURING PROLONGED RAIN EVENTS. MAINTENANCE AND REPAIR OF TESC FACILITIES AND STRUCTURES SHALL BE CONDUCTED IMMEDIATELY UPON RECOGNITION OF A PROBLEM OR DAMAGE. SEE ALSO NOTES ON SILTATION BARRIER MAINTENANCE, THIS SHEET.
- SEDIMENT DEPOSITS SHALL BE REMOVED FROM ALL TEMPORARY DRAINAGE FACILITIES AND STRUCTURES UPON REACHING A DEPTH OF 6 INCHES.
- SUFFICIENT TEST BMP MATERIALS AND SUPPLIES TO PROTECT THE ENTIRE SITE SHALL BE STOCK PILED ON SITE.
- CONSTRUCTION ACCEPTANCE WILL BE SUBJECT TO PLACEMENT OF STRAW OR WOOD FIBER MULCH OR EROSION CONTROL BLANKETS THAT FULFILLS THE REQUIREMENT OF THE APPROVED CONSTRUCTION PLANS AND MASON COUNTY DRAINAGE STANDARDS.
- IMMEDIATELY FOLLOWING FINISH GRADING, PERMANENT VEGETATION SHALL BE APPLIED. ALL DISTURBED AREAS NOT DESIGNATED FOR OTHER SURFACE RESTORATION SHALL MULCHED WITH STRAW OR WOOD FIBER MATERIAL.
- IF REQUIRED, SURFACE RUNOFF CONTROL MEASURES SUCH AS GRADIENT TERRACES, INTERCEPTOR DIKE/SWALES, LEVEL SPREADERS, AND SEDIMENT BASINS SHALL BE INSTALLED PRIOR TO MULCHING.
- TRANSPORT ALL EXCAVATED MATERIALS OFF SITE TO APPROVED STORAGE LOCATION, EXCEPT AS ALLOWED IN THE SPECIFICATIONS. LIMIT TRUCK ACTIVITY TO PAVED AND GRAVELED SURFACES ONLY. MAINTAIN TRUCK ACCESS AREAS WHERE CLEAR OF DIRT AND SEDIMENT DURING PERIODS OF TRUCK ACTIVITY BY SWEEPING.
- ADDITIONAL REQUIREMENTS FOR UTILITIES. THE INSTALLATION OF UNDERGROUND UTILITY LINES SHALL BE SUBJECT TO THE FOLLOWING ADDITIONAL REQUIREMENTS:
 - NO MORE THAN FIVE HUNDRED (300) FEET OF TRENCH MAY REMAIN OPEN AT ONE TIME;
 - EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF THE TRENCHES, UNLESS INCONSISTENT WITH SAFETY OR SITE CONSTRAINTS

CONSTRUCTION SEQUENCE:

- ATTEND PRE-CONSTRUCTION MEETING.
- FLAG OR FENCE CLEARING LIMITS.
- INSTALL PERIMETER PROTECTION (SILT FENCE, BRUSH BARRIER, ETC.)
- CONSTRUCT SURFACE WATER CONTROLS IF NEEDED (INTERCEPTOR DIKES, STRAW BALE BARRIERS, ETC.) SIMULTANEOUSLY WITH CLEARING AND GRADING FOR WATER MAIN CONSTRUCTION.
- MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH COUNTY REQUIREMENTS AND MANUFACTURER'S RECOMMENDATIONS.
- RELOCATE SURFACE WATER CONTROLS OR EROSION CONTROL MEASURES, OR INSTALL NEW MEASURES SO THAT AS SITE CONDITIONS CHANGE, THE EROSION AND SEDIMENT CONTROL IS ALWAYS IN ACCORDANCE WITH COUNTY REQUIREMENTS.
- COVER ALL AREAS THAT WILL BE UNWORKED FOR MORE THAN TWO DAYS BETWEEN OCTOBER 1ST AND APRIL 30TH OR SEVEN DAYS BETWEEN MAY 1ST AND SEPTEMBER 30TH WITH STRAW, WOOD FIBER MULCH, COMPOST, PLASTIC SHEETING OR EQUIVALENT.
- STABILIZE ALL AREAS WITHIN SEVEN DAYS OF REACHING FINAL GRADE.
- PLACE STRAW OR FIBER MULCH ON ANY AREAS TO REMAIN UNWORKED FOR MORE THAN 30 DAYS.
- UPON COMPLETION OF THE PROJECT, STABILIZE ALL DISTURBED AREAS AND REMOVE BMPS WHEN APPROPRIATE.

WET SEASON SUPPLEMENTAL GRADING NOTES (OCTOBER 1 THROUGH APRIL 30)

- CONSTRUCTION SEQUENCE SHALL BE MODIFIED TO MINIMIZE THE AREA OF UNSTABILIZED SOIL, WITH A MAXIMUM OF 1,000 SQUARE FEET EXPOSED AT ANY TIME.
- EARTHEN AREAS WITH THE POTENTIAL TO CONTRIBUTE SEDIMENTS DURING STORM EVENTS AND WHERE EARTH MOVEMENT IS NOT ANTICIPATED WITHIN 48-HOURS SHALL BE STABILIZED USING ONE OR MORE OF THE FOLLOWING BMPS INSTALLED IN ACCORDANCE WITH THE CURRENT MASON COUNTY DRAINAGE MANUAL: STRAW MULCH OF 4" THICKNESS, PLASTIC SHEETING, EROSION CONTROL BLANKETS.
- WET SEASON TEST MEASURES SHALL BE EXPANDED TO INCLUDE:
 - IMPLEMENT A PLAN TO PUMP TURBID WATER TO THE SANITARY SEWER SYSTEM OR TO PUMP TO ON SITE TANKS AND TREAT PRIOR TO DISCHARGE TO THE STORM SYSTEM. THE PLAN SHALL BE PRE-APPROVED BY THE OWNER PRIOR TO START OF WET SEASON GRADING AND SHALL BE SUBJECT TO MONITORING BY THE OWNER AS DESCRIBED IN THE SPECIFICATIONS. PUMPING TO THE SANITARY SEWER SYSTEM SHALL REQUIRE OWNERS APPROVAL AND SHALL BE SUBJECT TO SUCH CONDITIONS AS THE OWNER MAY IMPOSE, AS DESCRIBED IN THE SPECIFICATIONS.
 - STOCKPILE BUILDING MATERIALS ON PAVED AND/OR GRAVELED SURFACES TO MINIMIZE TRAFFIC ON ERODABLE SURFACES.
- SOILS SHALL NOT BE DISTURBED EXCEPT FOR CONSTRUCTION ACTIVITIES. PARKING IS ALLOWED ONLY ON PAVED AND/OR GRAVELED SURFACES.
- SLOPES WITHOUT ESTABLISHED GROUND COVER SHALL BE STABILIZED WITH PLASTIC SHEETING, 6 MIL. MINIMUM. SHEETING SHALL BE ANCHORED WITH SANDBAGS LOCATED 5 FEET APART ON THE PERIMETER AND 10 FEET ON CENTER ELSEWHERE ON THE SHEETING. A MINIMUM OF 2 FEET OVERLAP IS REQUIRED FOR OVERLAPPING SHEETS.
- WHEN RAINFALL IS HEAVY (DEFINED AS SUFFICIENT TO PRODUCE SEDIMENT RUNOFF FROM EXPOSED DIRT), ALL EXPOSED EARTHWORK SHALL BE COVERED. NO OTHER CONSTRUCTION ACTIVITY SHALL OCCUR ON PERVIOUS SURFACES DURING THESE PERIODS OF HEAVY RAINFALL.
- ALL DRAINAGE SWALES AND AREAS WITH 2:1 OR GREATER SLOPES SHALL BE LINED WITH STAKED EROSION CONTROL BLANKETS.

CLEAR PLASTIC COVERINGS:

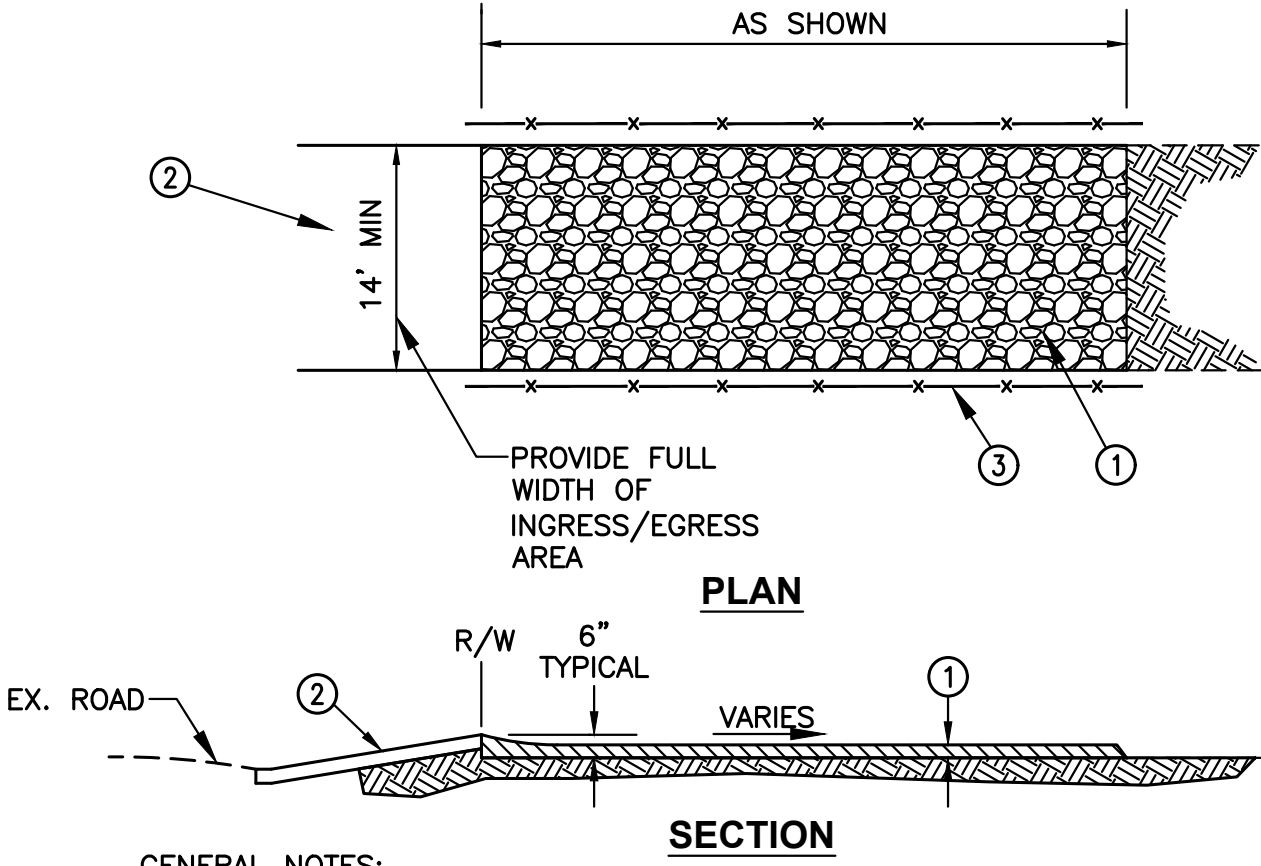
- CLEAR PLASTIC COVERINGS SHALL HAVE A MINIMUM THICKNESS OF 6 MIL AND MEET THE REQUIREMENTS OF WSDOT/APWA SECTION 9-14.5.
- COVERING SHALL BE INSTALLED AND MAINTAINED TIGHTLY IN PLACE BY USING SANDBAGS OR TIRES OR ROPES WITH A MAXIMUM 10 FOOT GRID SPACING IN ALL DIRECTIONS. ALL SEAMS SHALL BE TAPED OR WEIGHTED DOWN FULL LENGTH AND THERE SHALL BE AT LEAST A 1 TO 2 FOOT OVERLAP OF ALL SEAMS. SEAMS SHOULD THEN BE ROLLED AND STAKED OR TIED.
- WHEN THE COVERING IS USED ON BARE SOIL SLOPES, IT SHALL BE LEFT IN PLACE UNTIL STRAW OR WOOD FIBER MULCH IS APPLIED.
- SHEETING SHOULD BE TOED IN AT THE TOP OF THE SLOPE TO PREVENT SURFACE FLOW BENEATH THE PLASTIC.
- SHEETING SHOULD BE REMOVED AS SOON AS IS POSSIBLE TO PREVENT BURNING THE VEGETATION.
- CHECK SHEETING REGULARLY FOR RIPS AND PLACES WHERE THE PLASTIC MAY BE DISLODGED. CONTACT BETWEEN THE PLASTIC AND THE GROUND SHOULD ALWAYS BE MAINTAINED. ANY AIR BUBBLES FOUND SHOULD BE REMOVED IMMEDIATELY OR THE PLASTIC MAY RIP DURING THE NEXT WINDY PERIOD. RE-ANCHOR OR REPLACE THE PLASTIC AS NECESSARY.

FILTER FENCE:

- THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6 INCH OVERLAP, AND BOTH ENDS SECURELY FASTENED TO THE POST.
- POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 30 INCHES (WHERE PHYSICALLY POSSIBLE).
- A TRENCH SHALL BE EXCAVATED APPROXIMATELY 8 INCHES WIDE AND 8 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER. THE TRENCH SHALL BE CONSTRUCTED TO FOLLOW THE CONTOUR.
- WHEN SILT FILM FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING TIE WIRES, HOG RINGS, OR HEAVY-DUTY WIRE STAPLES AT LEAST 1 INCH LONG. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 4 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
- SILT FILM FILTER FABRIC SHALL BE WIRED TO THE FENCE, AND 20 INCHES OF THE FABRIC SHALL EXTEND INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES. OTHER TYPES OF FABRIC MAY BE STAPLED TO THE FENCE.
- WHEN EXTRA-STRENGTH OR MONOFILAMENT FABRIC AND CLOSER POST SPACING ARE USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF FILTER FENCE NOTE 5 APPLYING. EXTRA CARE SHOULD BE USED WHEN JOINING OR OVERLAPPING THESE STIFFER FABRICS.
- THE BASE OF THE SILT FENCE SHALL BE SECURED WITH COMPACTED NATIVE SOIL OR 3/4" MIN DIA WASHED GRAVEL. THE MATERIAL SHALL BE WELL BEDDED TO ENSURE GOOD CONTACT BETWEEN THE FABRIC AND THE TRENCH BOTTOM.
- FILTER FABRIC FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED. RETAINED SEDIMENT MUST BE REMOVED AND PROPERLY DISPOSED OF AND MULCHED.

FILTER FENCE MAINTENANCE

- INSPECT IMMEDIATELY AFTER EACH RAINFALL, AND AT LEAST DAILY DURING PROLONGED RAINFALL. REPAIR AS NECESSARY.
- SEDIMENT MUST BE REMOVED WHEN IT REACHES APPROXIMATELY ONE THIRD THE HEIGHT OF THE FENCE, ESPECIALLY IF HEAVY RAINS ARE EXPECTED.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE FILTER FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY "BEST MANAGEMENT PRACTICES" ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE REMOVED OR STABILIZED ON SITE. DISTURBED SOIL AREAS RESULTING FROM REMOVAL SHALL BE PERMANENTLY STABILIZED.

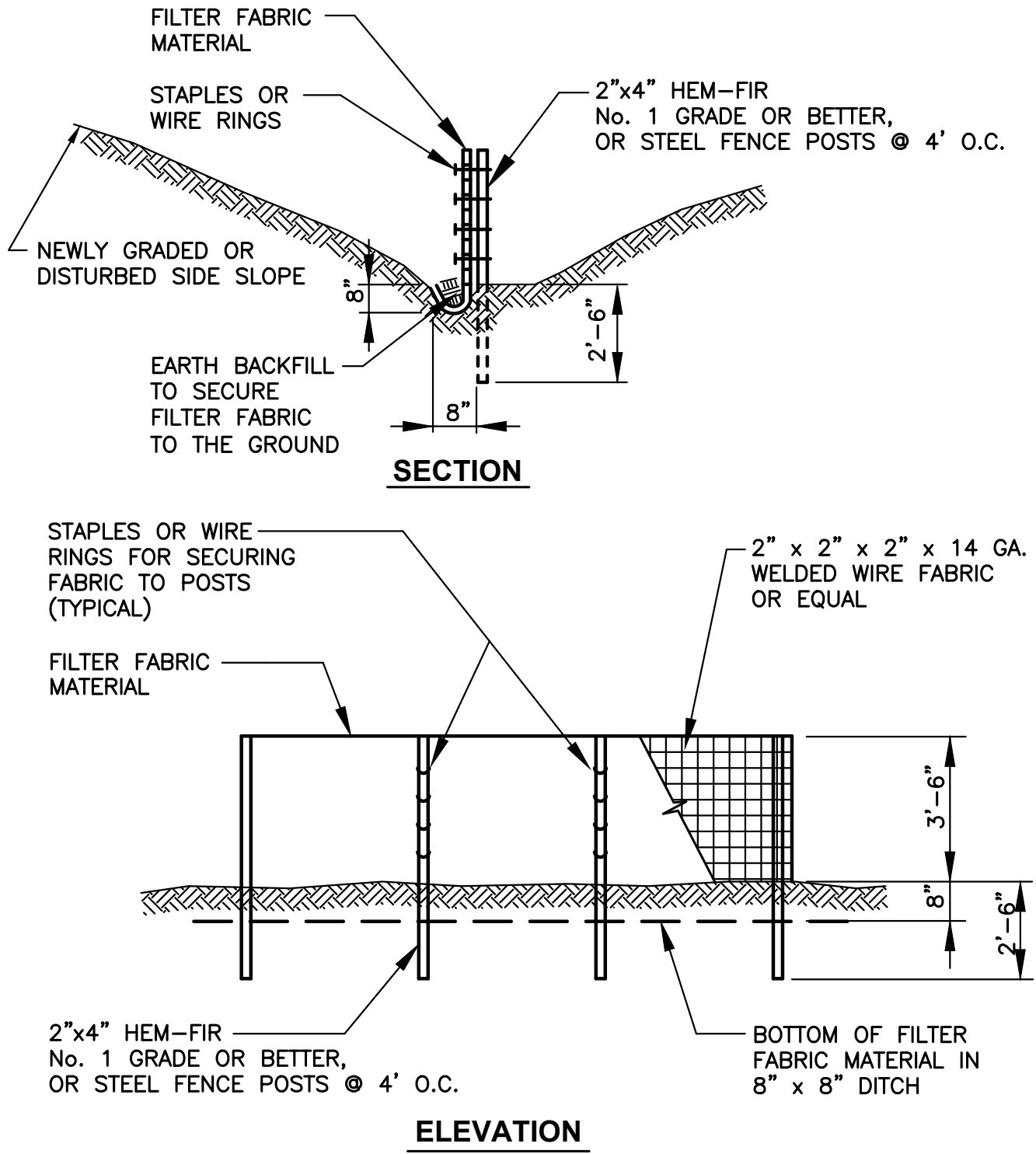


GENERAL NOTES:

- INSTALLATION - THE AREA OF THE ENTRANCE SHALL BE CLEARED OF ALL VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL. THE GRAVEL SHALL BE PLACED TO THE SPECIFIED DIMENSIONS. ANY DRAINAGE FACILITIES REQUIRED BECAUSE OF WASHING SHOULD BE CONSTRUCTED ACCORDING TO SPECIFICATIONS IN THE PLAN. IF WASH RACKS ARE USED, THEY SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
- SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A DRIVABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
- MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.
- WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS USED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
- PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

CONSTRUCTION ENTRANCE

NOT TO SCALE



NOTES:

- WHERE POSSIBLE, MAINTAIN NATURAL VEGETATION FOR SILT CONTROL
- TEMPORARY SILTATION CONTROL SHALL BE CONSTRUCTED BY PLACING FILTER FABRIC FENCES ACROSS SWALES UTILIZING FILTER SYSTEM PRIOR TO DISCHARGE
- BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND/OR CONSTRUCTION IS COMPLETED AND SURFACE RESTORATION HAS BEEN COMPLETED
- RETURN SILTATION CONTROL AREAS TO ORIGINAL GROUND CONDITIONS, UNLESS SPECIFICALLY DIRECTED OTHERWISE BY THE ENGINEER

SILT FENCE

NOTE TO SCALE

DETAIL NOTES:

- 4" TO 8" QUARRY SPALLS AS SPECIFIED IN SECTION 9-13.6 OF THE WSDOT STANDARD SPECIFICATIONS.
- ATB DRIVEWAY RAMP, OR SITE ACCESS ROAD. QUARRY SPALL ENTRANCE WIDTH AND LENGTH PER PLAN.
- INSTALL ORANGE BARRIER FENCE TO DIRECT TRAFFIC ONTO CONSTRUCTION ENTRANCE.
- FILTER FABRIC (GEOTEXTILE FABRIC) SHALL BE INSTALLED BENEATH THE ENTIRE CONSTRUCTION ENTRANCE AND SHALL CONFORM TO THE FOLLOWING PROPERTIES:

PROPERTY	UNIT	TEST METHOD	RESULT
WEIGHT	OZ/SY	ASTM D3776	2.5 MIN.
THICKNESS	MILS	ASTM D1776	15 MIN.
GRAB STRENGTH	LB	ASTM D1682	100 MIN.
UV RESISTANCE	%	ASTM D1682	90 MIN.
RETENTION EFFICIENCY	%	VIRGINIA DOT	75 MIN.
EQUIVALENT SIZE	U.S. STD.	VTM-51	20
OPENING	SIEVE	COE CW 02215	

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	DATE
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No.	



MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
TESC NOTES AND DETAILS

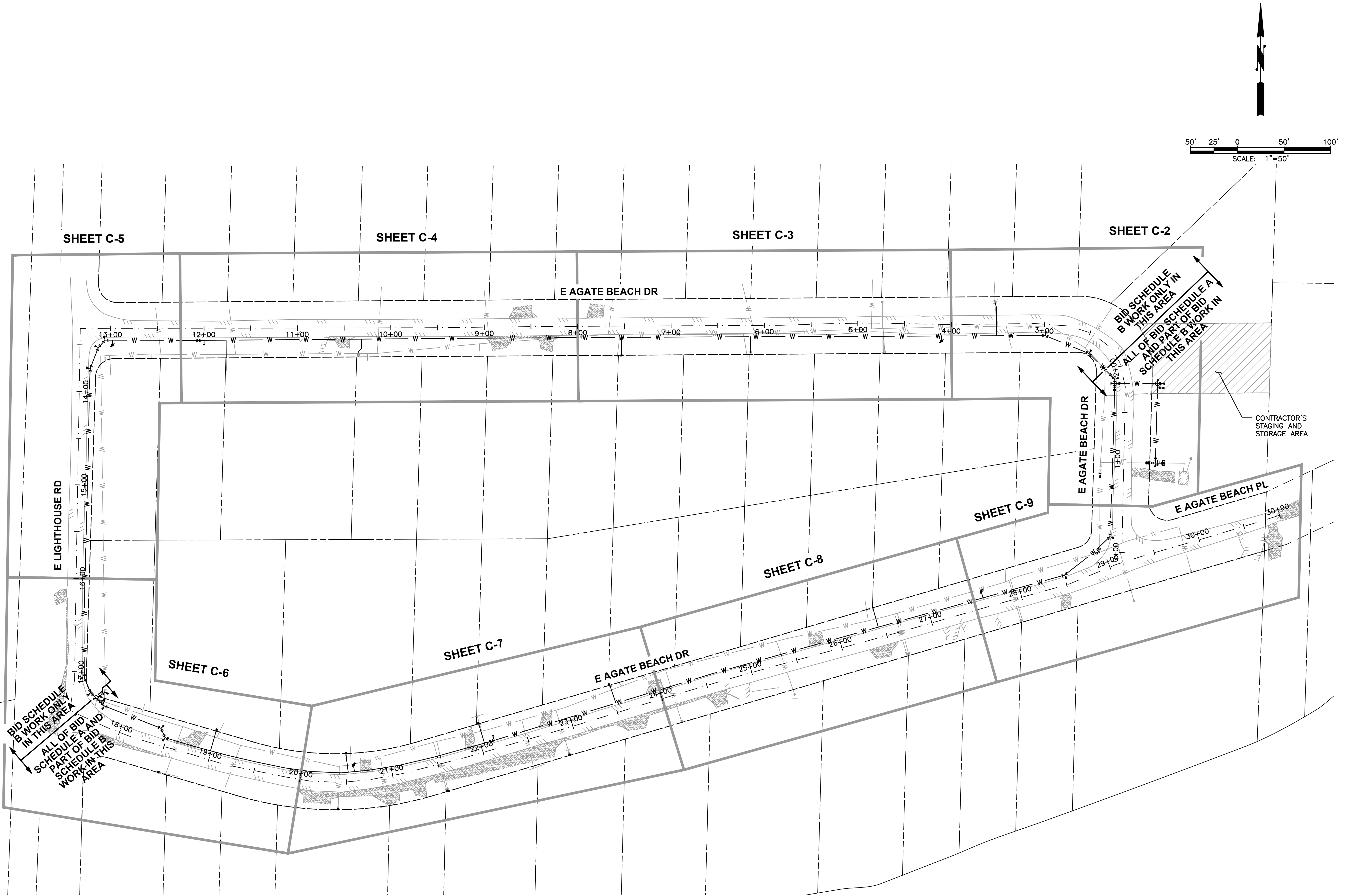
SHEET: **G-3**

OF: **3**

JOB NO.: 20275

DWG: TESC

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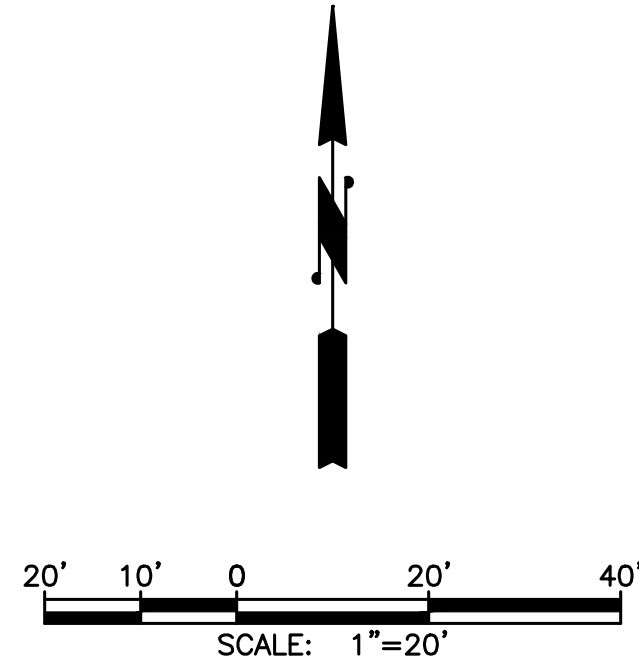
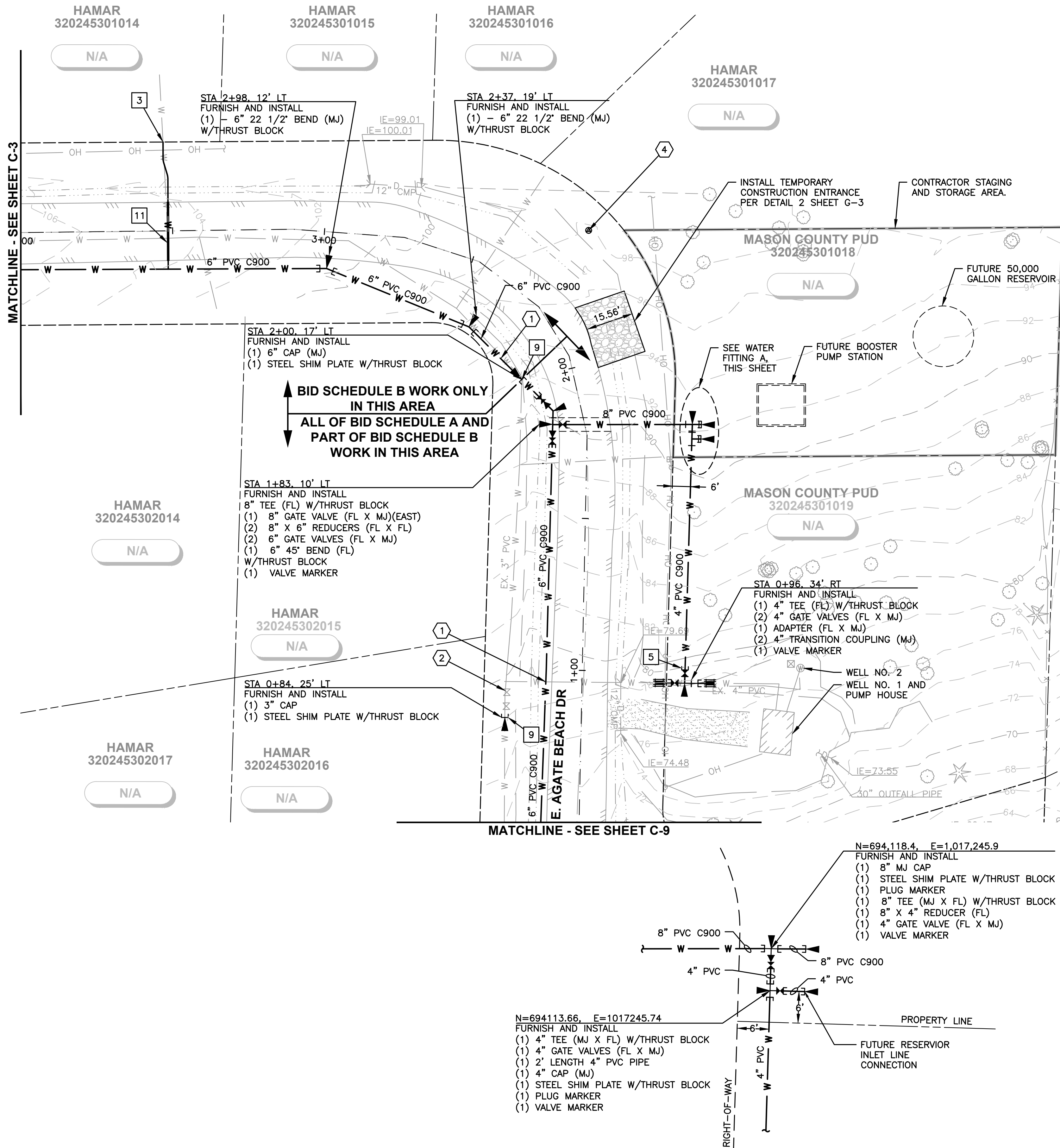
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MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
SHEET KEY MAP

SHEET: C-1
OF: 8
JOB NO.: 20275
DWG: SHT_MAP

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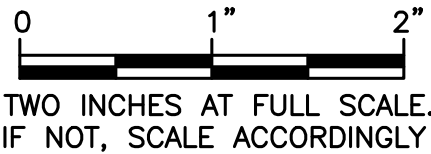
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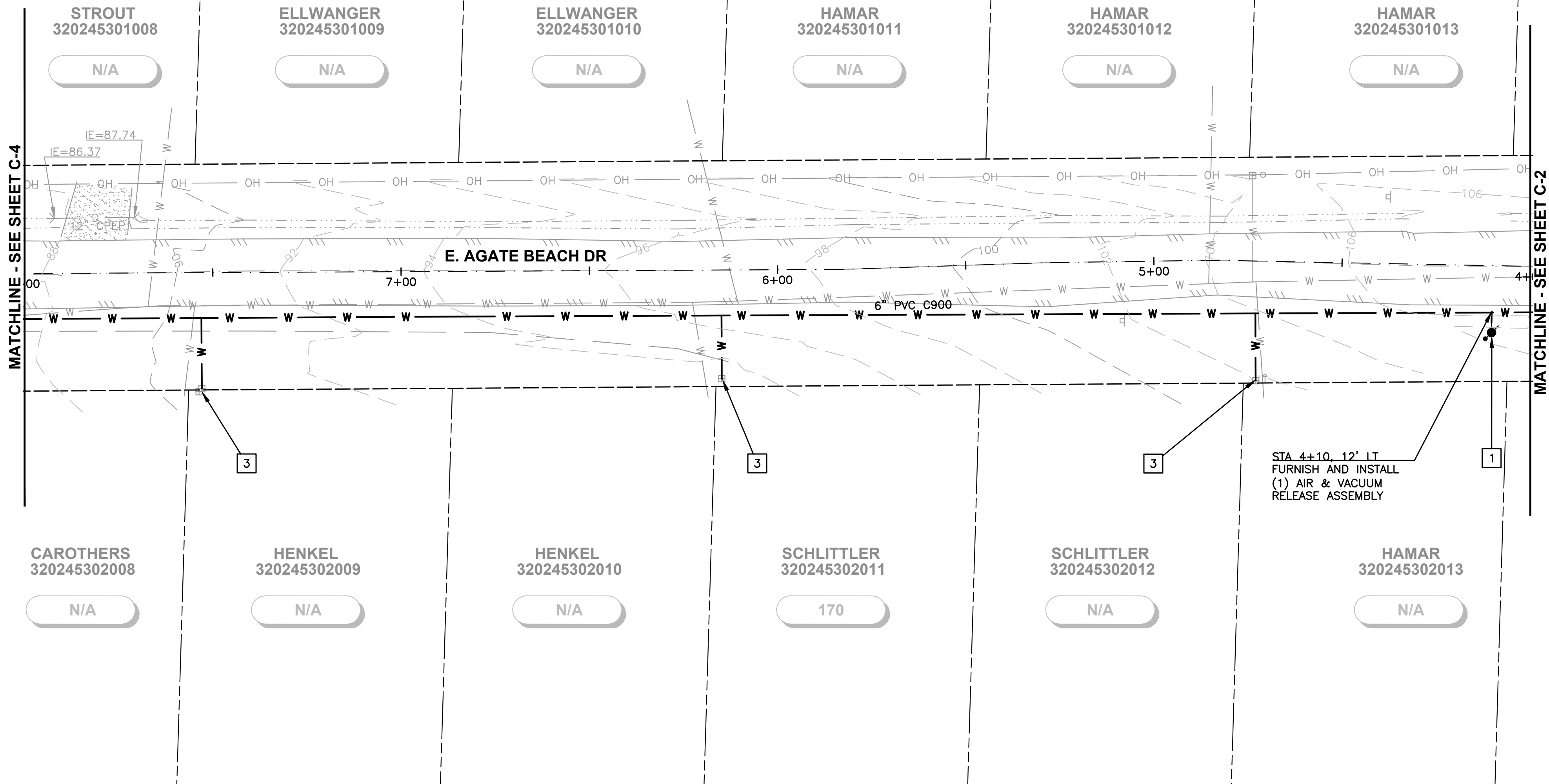


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DATE	APPD
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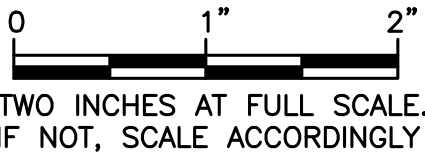
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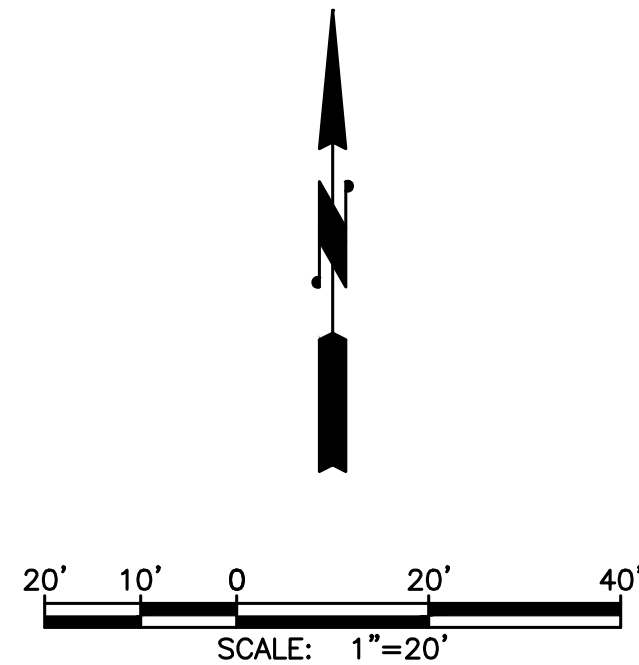
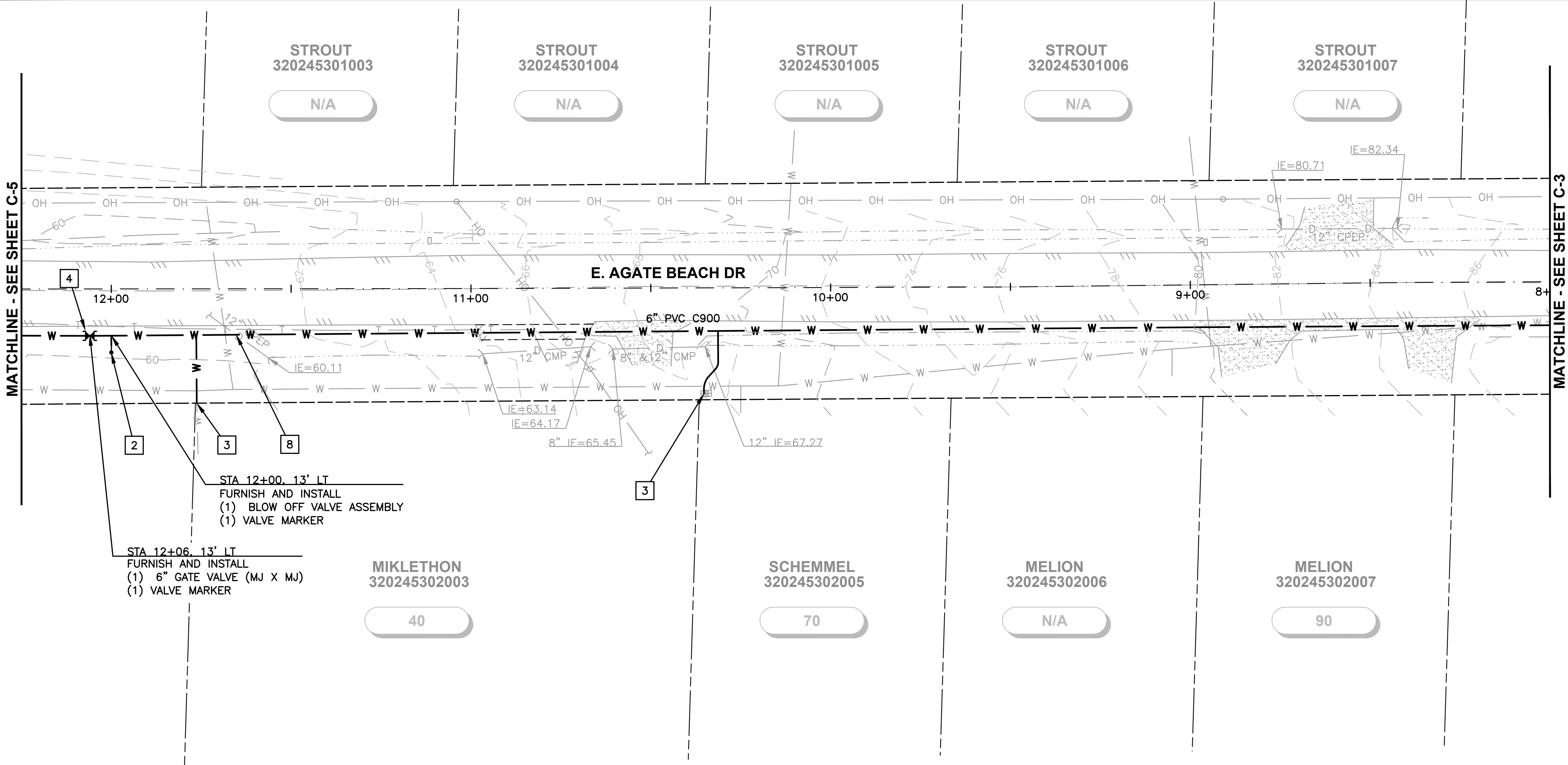
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MASON COUNTY PUD #1
MASON COUNTY
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
WATER DISTRIBUTION LINE PLAN
STA 4+00 TO STA 8+00

SHEET: C-3
OF: 9
JOB NO.: 20275
DWG: P-SITE

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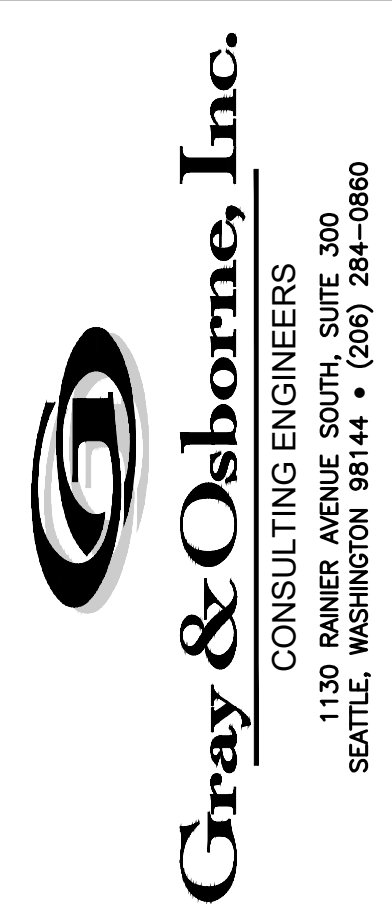
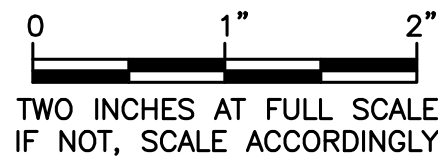
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MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
WATER DISTRIBUTION LINE PLAN
STA 8+00 TO STA 12+25

SHEET: C-4
OF: 9
JOB NO.: 20275
DWG: P-SITE

STROUT
320245301002

N/A

N/A

STA 13+06. 13' LT
FURNISH AND INSTALL
(1) - 6" 45° BEND (MJ)
W/THRUST BLOCK

STA 13+53, 20' LT
FURNISH AND INSTALL
(1) - 6" 22 1/2" BEND (MJ)
W/THRUST BLOCK

STA 13+75, 11' LT
FURNISH AND INSTALL
(1) - 6" 22 1/2" BEND (MJ)
W/THRUST BLOCK

E. AGATE BEACH DR

6" PVC C900

MATCHLINE - SEE SHEET C-4

- CONTRACTOR TO HOLD
UTILITY POLE AS NEEDED
WHEN TRENCHING

ROSS
320245302001

ROSS
320245302002

N/A

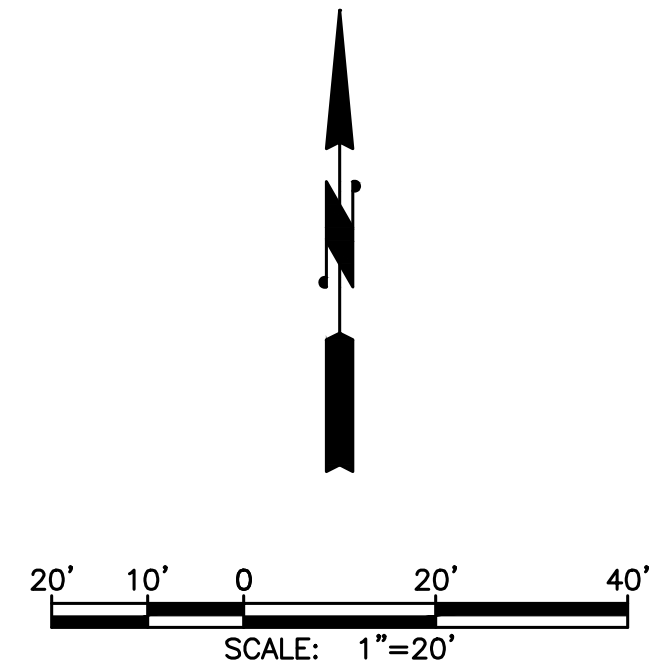
N/A

GRIFFEY
320245302030

EVERS
320245302029

N/A

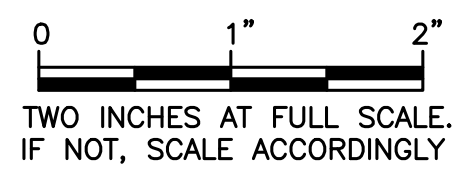
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DATE: MAR 2021

DRAWN: JS

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No.



MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
WATER DISTRIBUTION LINE PLAN
STA 12+25 TO STA 16+00

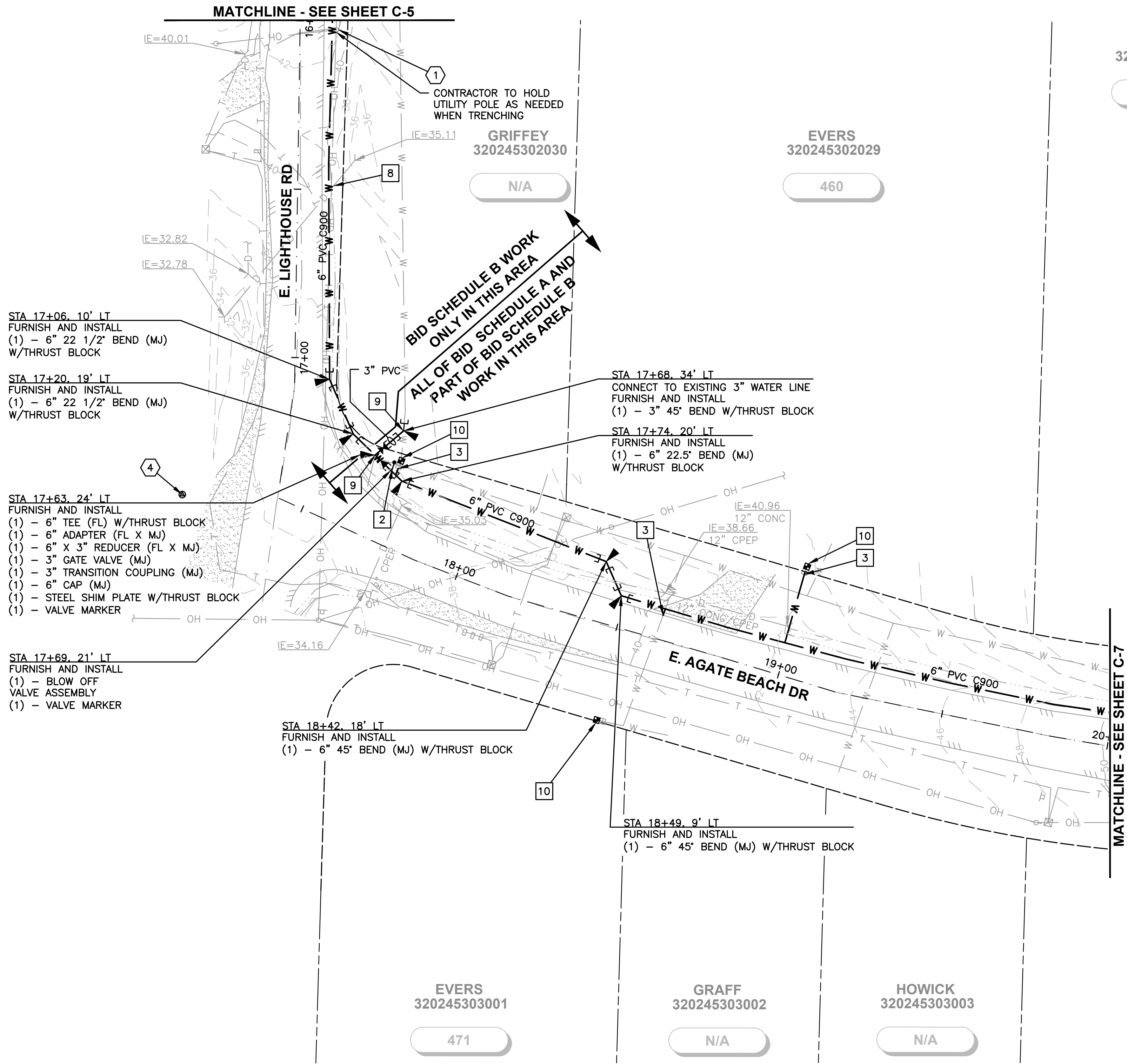
SHEET: **C-5**

OF: **9**

JOB NO.: 20275

DWG: P-SITE

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- 1 CAUTION: POTENTIAL UTILITY CONFLICT. CONTRACTOR TO POTHOLE AND FIELD VERIFY EXACT LOCATION AND DEPTH OF EXISTING UTILITY.
- 2 THE EX. WATER LINE SHALL BE ABANDONED IN PLACE. PLUG ANY OPEN PIPES WITH CDF. CLOSE VALVES AS INDICATED ON THE PLANS AND REMOVE AND DISPOSE OF VALVE BOXES.
- 3 AFTER PRESSURE AND PURITY TEST, AND ACCEPTANCE, CONNECT TO EXISTING SYSTEM.
- 4 PROTECT EXITING MONUMENT DURING CONSTRUCTION.

WATER NOTES:

- 1 INSTALL AIR & VACUUM RELEASE ASSEMBLY AT HIGH POINT, SEE DETAIL 4, SHEET CD-2.
- 2 INSTALL BLOW OFF VALVE ASSEMBLY AT LOW POINT, SEE DETAIL 3, SHEET CD-2.
- 3 CONNECT 6" WATER MAIN TO EXISTING WATER SERVICE AT METER OR EDGE OF PAVEMENT AS SHOWN, SEE DETAIL 1, SHEET CD-2.
- 4 INSTALL ISOLATION VALVE.
- 5 CONNECT EXISTING 4-INCH WATER LINE FROM WELL.
- 6 CONNECT 8" WATER LINE AND EXTEND 6' BEYOND FUTURE BOOSTER PUMP SYSTEM SITE BOUNDARY AND CAP. INSTALL ISOLATION VALVES AS INDICATED.
- 7 MAINTAIN CONTINUOUS RISING GRADE BETWEEN AIR & VACUUM RELEASE ASSEMBLIES AND BLOW OFF VALVE ASSEMBLIES.
- 8 ADJUST WATER LINE PROFILE TO PASS UNDER CULVERT, SEE DETAIL 2, SHEET CD-1.
- 9 CAP WATER LINE AND CONNECT TO EXISTING WATER LINE AT BID SCHEDULE A LIMITS. INCLUDE THIS TEMPORARY CONNECTION WORK TO CONSTRUCT BID SCHEDULE A WORK AND MAINTAIN EXISTING SERVICE OUTSIDE SCHEDULE A WORK AREA.
- 10 INSTALL RESIDENTIAL PRV ON SERVICE SIDE OF EXISTING WATER SERVICE METER PER DETAIL 2 AND 6, ON SHEET CD-2.
- 11 INSTALL 2-INCH HDPE CONDUIT FOR WATER SERVICE LINE UTILIZING TRENCHLESS INSTALLATION METHODS SUCH AS IMPACT MOLING.



Gray & Osborne, Inc.
CONSULTING ENGINEERS
1120 RAINIER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 284-0860

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DATE	APPD
REVISION	
No.	



MASON COUNTY PUD #1
MASON COUNTY
AGATE BEACH WATER SYSTEM IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
WATER DISTRIBUTION LINE PLAN
STA 16+00 TO STA 20+00

SHEET: **C-6**

OF: **9**

JOB NO.: 20275

DWG: P-SITE



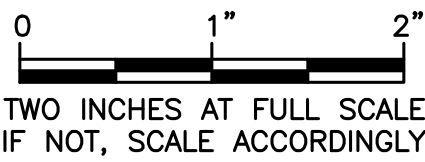
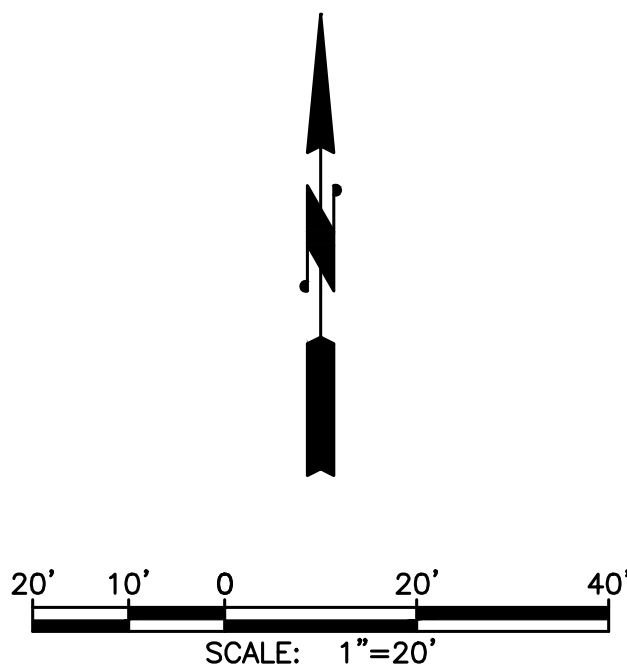
1. PRIOR TO EXCAVATION, INSTALL TESC FACILITIES PER NOTES AND DETAILS ON SHEET G-3.
2. BURIED UTILITIES (WHERE KNOWN) ARE SHOWN IN THEIR APPROXIMATE LOCATION. THE CONTRACTOR SHALL HAVE UTILITIES VERIFIED ON THE GROUND PRIOR TO CONSTRUCTION. NOTIFY THE UNDERGROUND UTILITIES LOCATE CENTER: CALL #811.
3. SCHEDULE A WORK SHALL BE WITHIN THE WORK LIMITS DEFINED ON THE PLANS INCLUDING TEMPORARY WORK DESCRIBED IN WATER NOTE 9.
4. SCHEDULE B SHALL INCLUDE ALL THE WORK SHOWN ON THE PLANS EXCEPT FOR THE TEMPORARY WORK DESCRIBED IN WATER NOTE 9.

CONSTRUCTION NOTES:

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WATER NOTES:

- 1 INSTALL AIR & VACUUM RELEASE ASSEMBLY AT HIGH POINT, SEE DETAIL 4, SHEET CD-2.
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- 10 INSTALL RESIDENTIAL PRV ON SERVICE SIDE OF EXISTING WATER SERVICE METER PER DETAIL 2 AND 6, ON SHEET CD-2.
- 11 INSTALL 2-INCH HDPE CONDUIT FOR WATER SERVICE LINE UTILIZING TRENCHLESS INSTALLATION METHODS SUCH AS IMPACT MOLING.



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1130 RAINIER AVENUE SOUTH, SUITE 300
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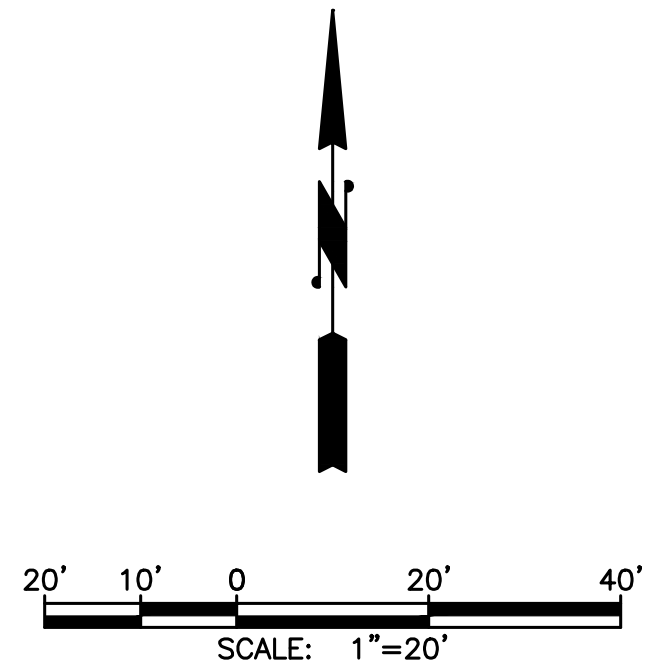


MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT

WATER DISTRIBUTION LINE PLAN
STA 20+00 TO STA 24+00

SHEET:	C-7
OF:	9
JOB NO.: 20275	
DWG: P-SITE	

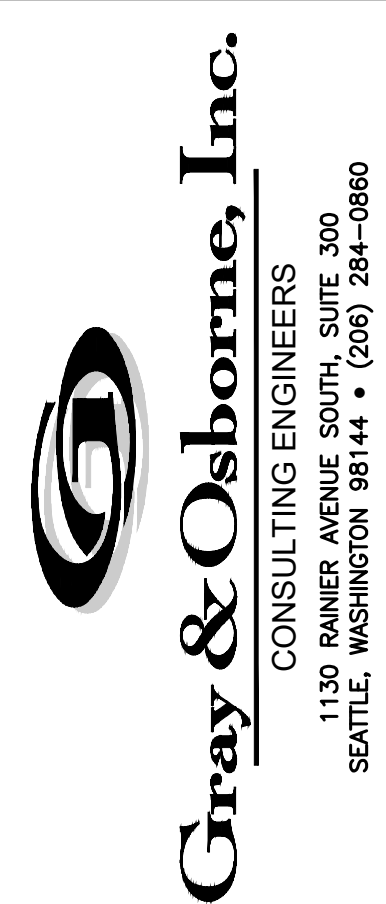
m:\mason county pud 1\20275.00 agate beach water system improvements\01 design\PLANSET\Civil\P-SITE.dwg, 3/12/2021 8:31 AM, JON SPURLIN



1. PRIOR TO EXCAVATION, INSTALL TESC FACILITIES PER NOTES AND DETAILS ON SHEET G-3.
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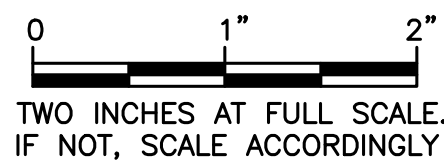
MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT

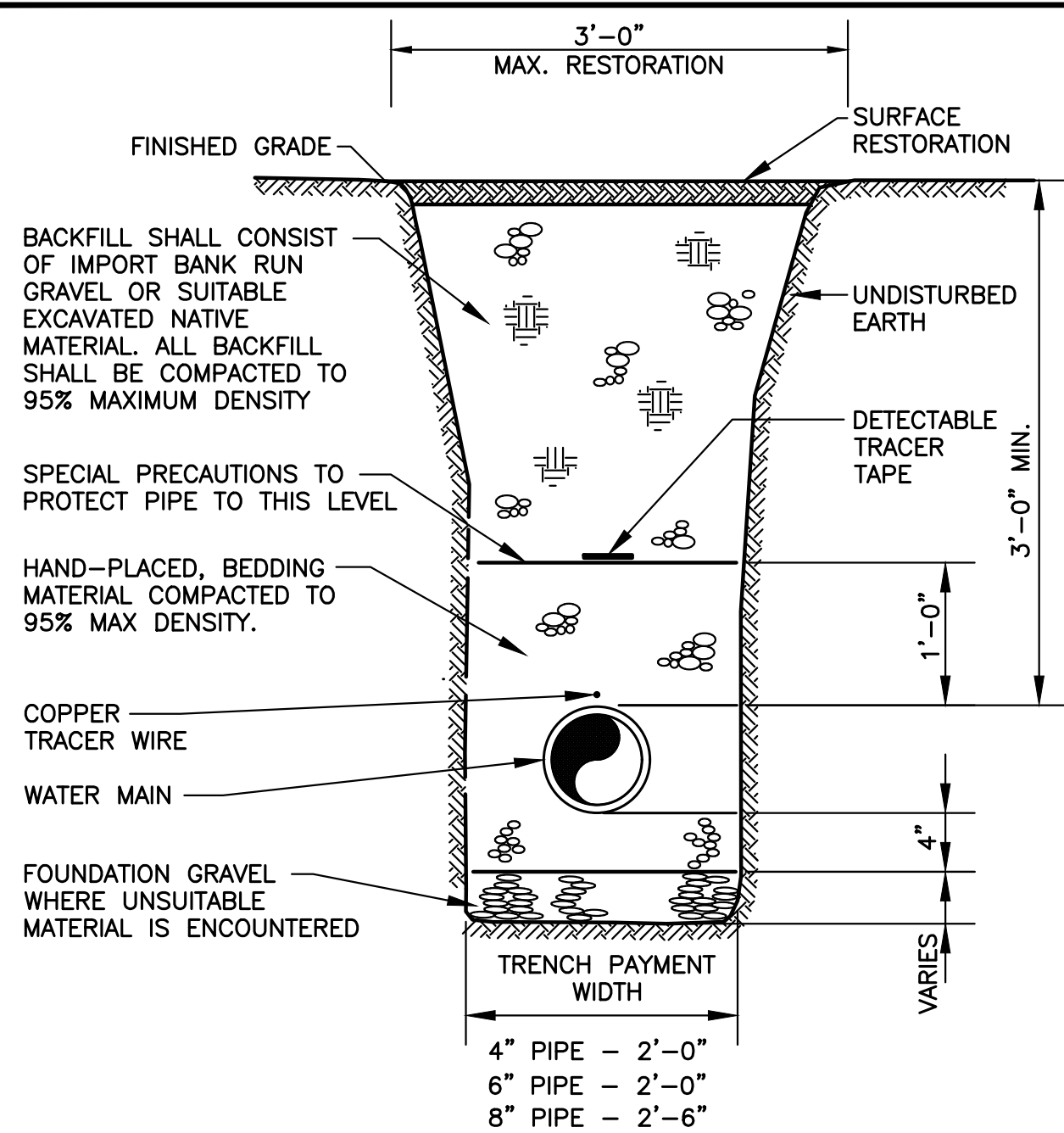
WATER DISTRIBUTION LINE PLAN
STA 24+00 TO STA 27+50

SHEET: C-8
OF: 9
JOB NO.: 20275
DWG: P-SITE

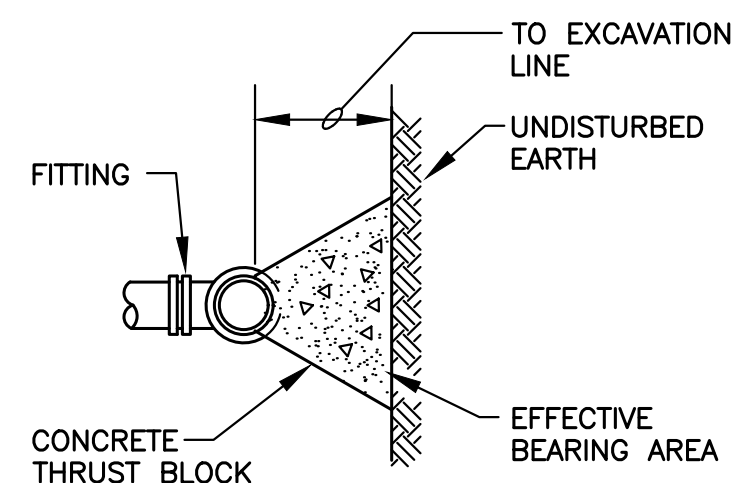
- 1 INSTALL AIR & VACUUM RELEASE ASSEMBLY AT HIGH POINT, SEE DETAIL 4, SHEET CD-2.
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NOT TO SCALE





1 **TYPICAL PIPE TRENCH SECTION**
TYP NOT TO SCALE



TYPICAL SECTION

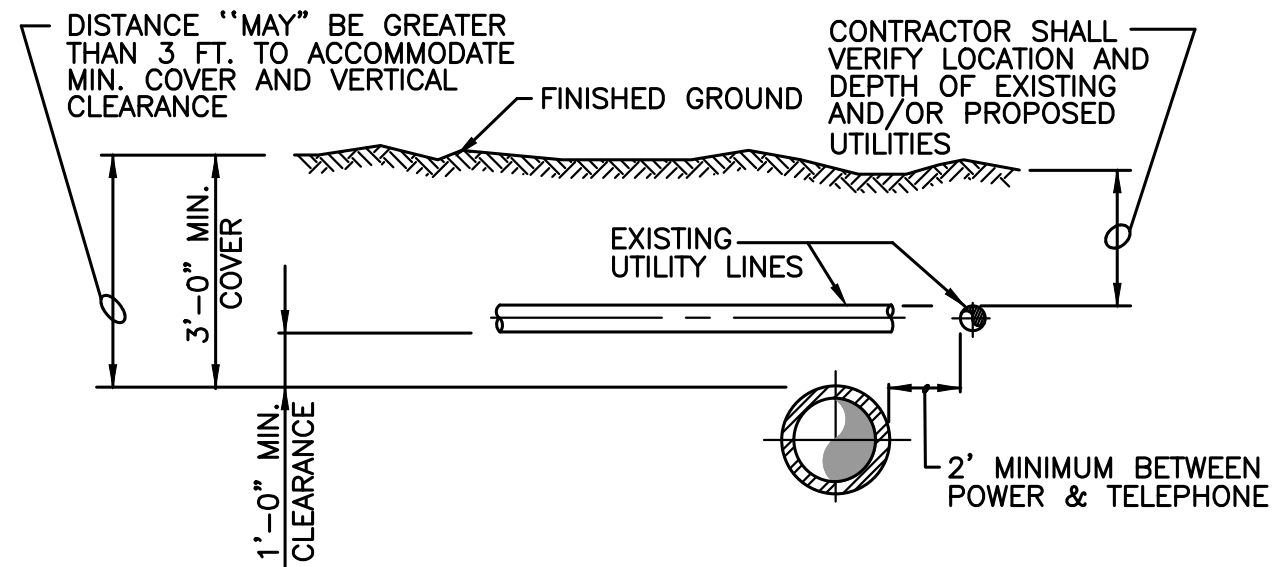
FITTING D	TEE	90°	45°	22 1/2°	11 1/4°
6"	4 SQ. FT.	6 SQ. FT.	3 SQ. FT.	2 SQ. FT.	2 SQ. FT.
8"	7 SQ. FT.	10 SQ. FT.	6 SQ. FT.	3 SQ. FT.	2 SQ. FT.

TYPICAL FOR SANDY SOIL WITH 2,000 P.S.F. BEARING STRENGTH & 100 P.S.I. WORKING PRESSURE. ADJUST BEARING AREA BY PRESSURE & SOIL BEARING CAPACITY. USE TEE FOR DEAD ENDS

NOTES:

1. BLOCKING SHALL BE TO SOLID BEARING SURFACE.
2. FITTING SHALL BE PROTECTED WITH VISQUEEN.
3. BEARING ARE SHALL BE PROPORTIONALLY INCREASED WITH PRESSURES IN EXCESS OF 100 P.S.I OR IN SOIL CONDITIONS WITH LESS THAN 2,000 P.S.F BEARING STRENGTH.
4. ALL BLOCKS ON TEES SHALL BE SEPARATED FOR DIRECTION OF THRUST.
5. CONCRETE SHALL BE MIN. 3,000 PSI COMMERCIAL MIX.

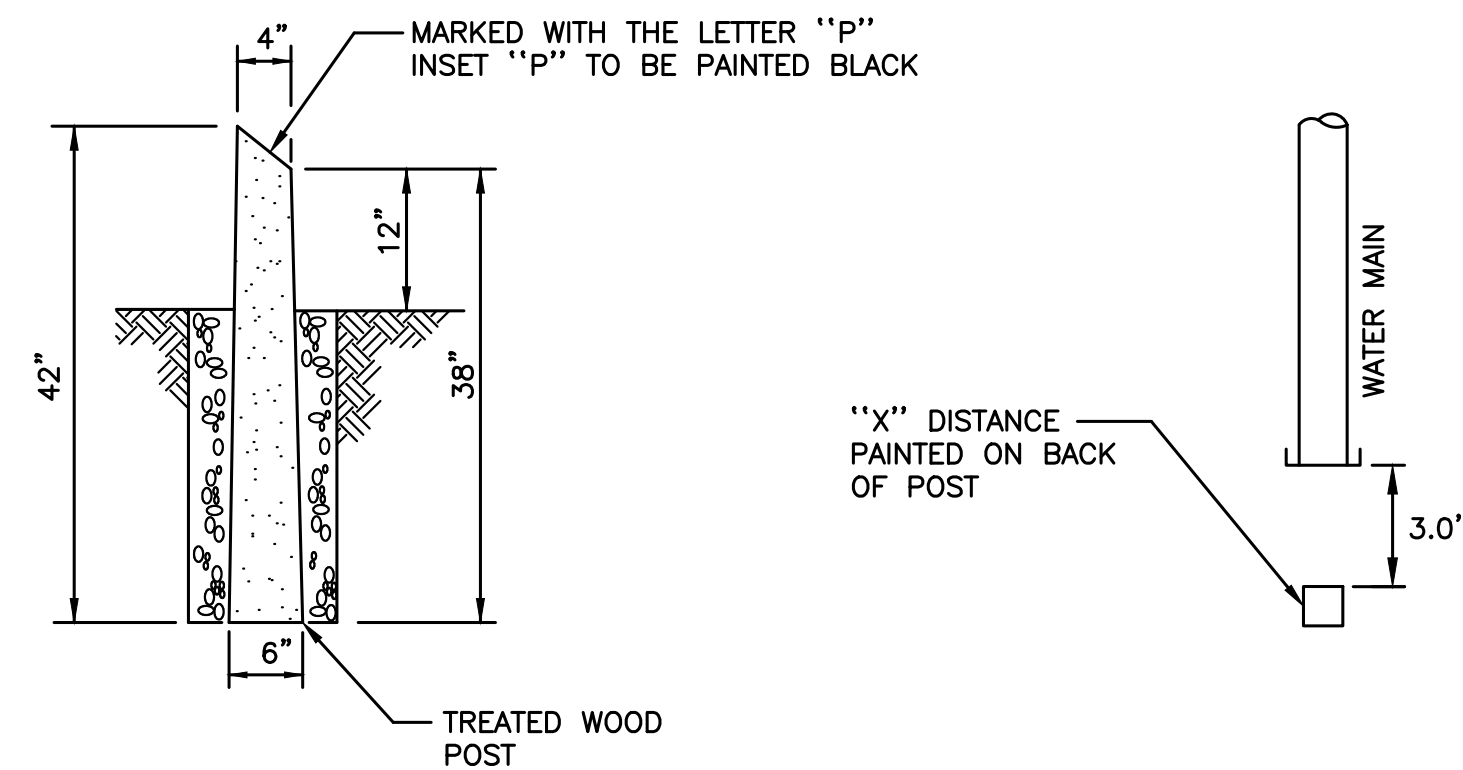
4 **THRUST BLOCKING**
- NOT TO SCALE



2
TYP

TYPICAL UTILITY CROSSING

NOT TO SCALE

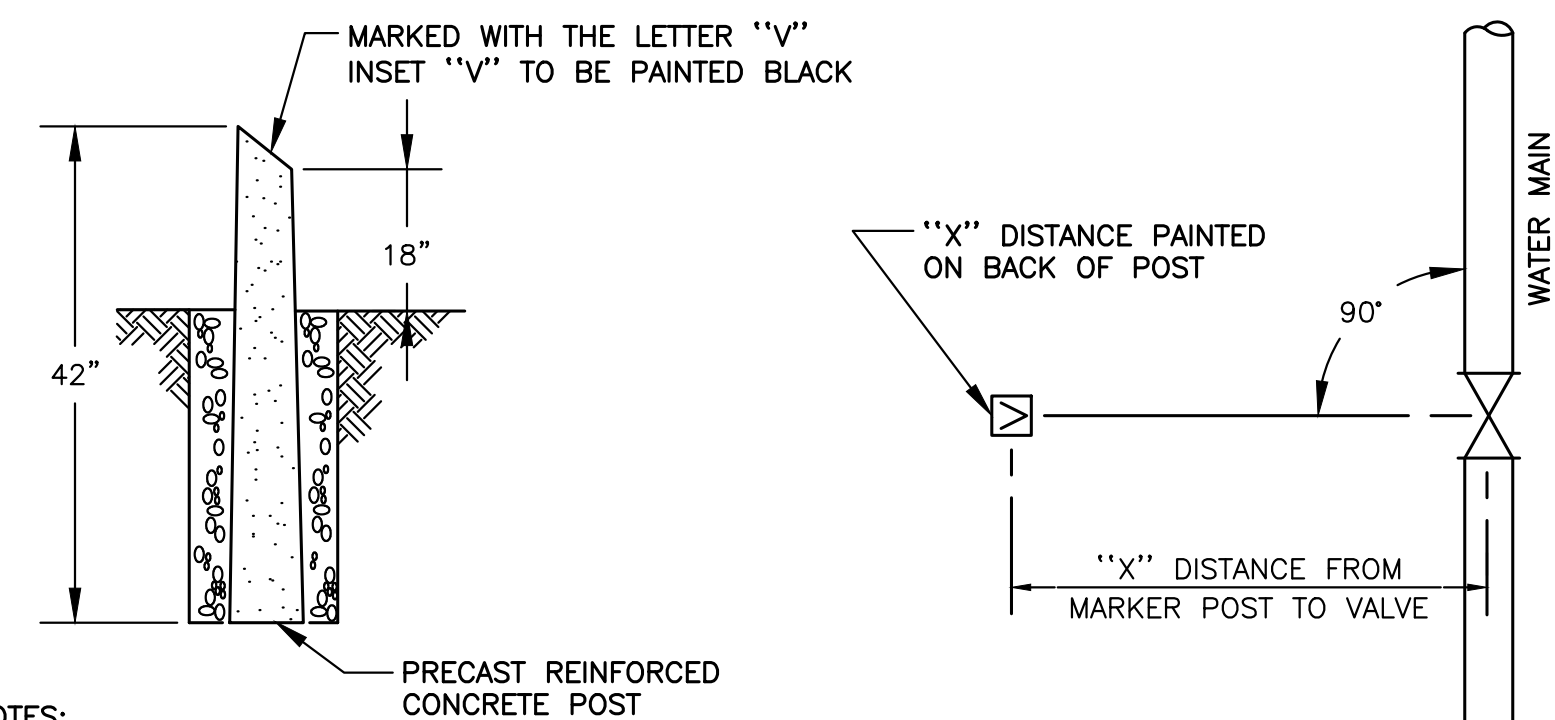


3
TYP

PLUG MARKER POST

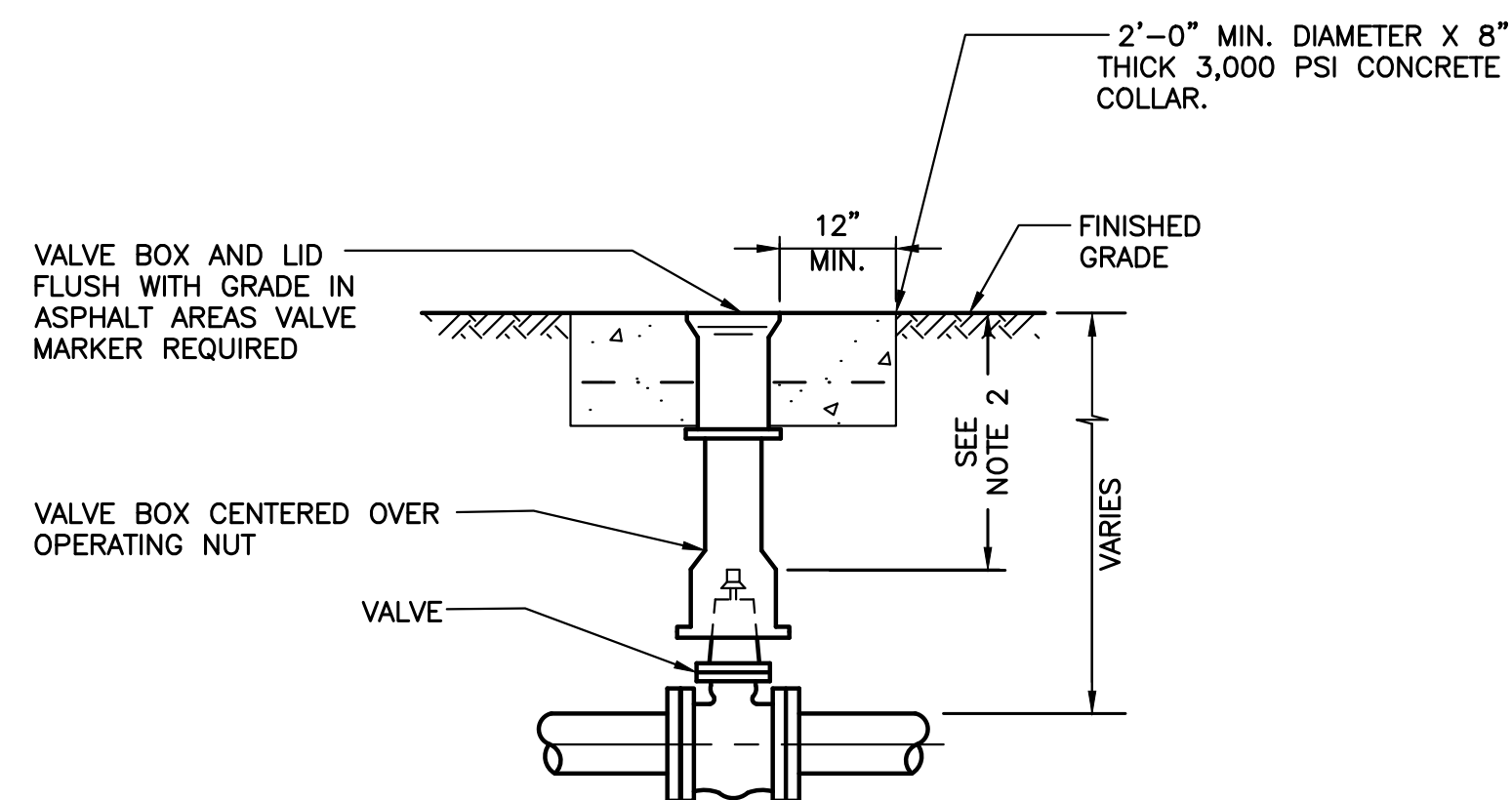
NOT TO SCALE

- NOTES:
1. TREATED WOOD POST TO BE PAINTED FLAT TRAFFIC YELLOW #2612 OR SAFETY YELLOW #1063.
 2. THE DISTANCE FROM THE MARKER POST TO THE WATER MAIN SHALL BE PAINTED ON THE BACKSIDE OF THE MARKER POST IN BLACK WITH A 2" HIGH NUMBER.



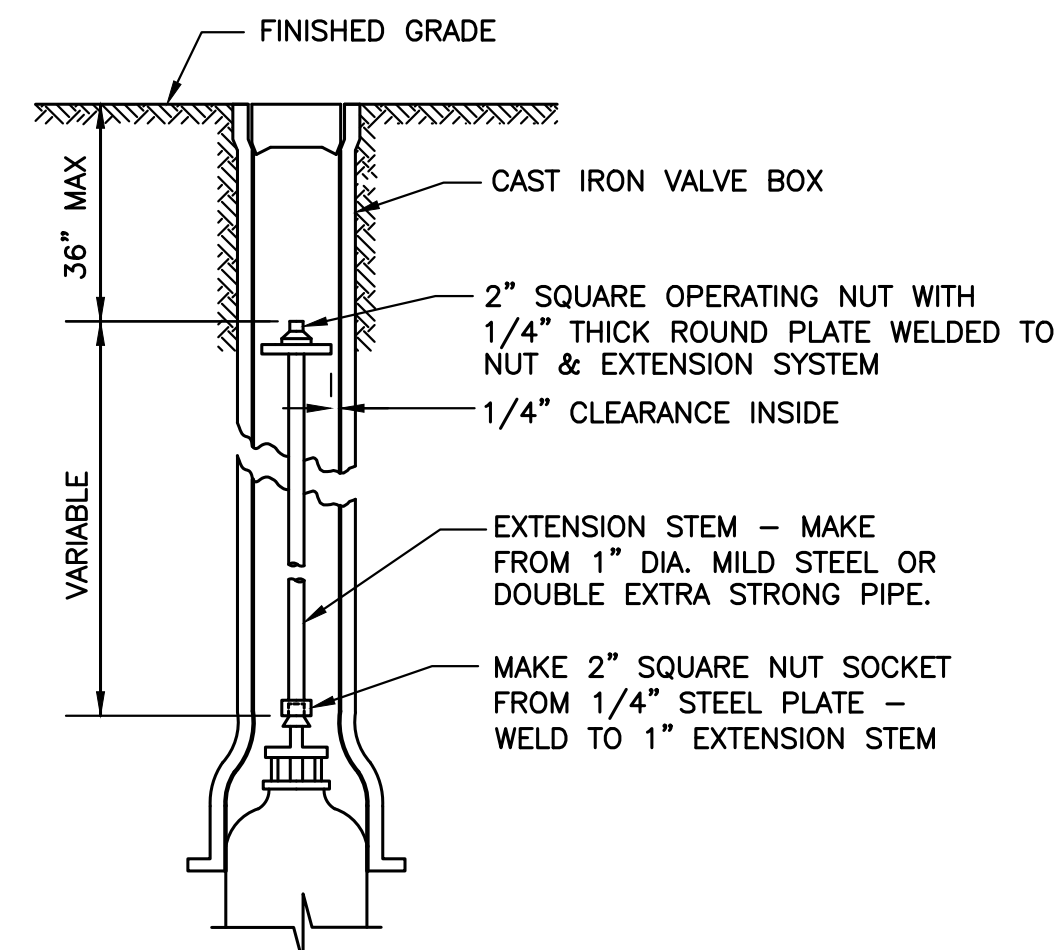
- CONCRETE POST**
- NOTES:**
1. PRECAST REINFORCED CONCRETE POST TO BE PAINTED YELLOW.
 2. THE DISTANCE FROM THE MARKER POST TO THE WATER VALVE SHALL BE PAINTED ON THE BACKSIDE OF THE MARKER POST IN BLACK WITH A 2" HIGH NUMBER.
 3. VALVE MARKER POST SHALL BE REQUIRED WHEN EVER THE WATER VALVE IS LOCATED IN AN UNPAVED AREA.

6 VALVE MARKER POST
— NOT TO SCALE

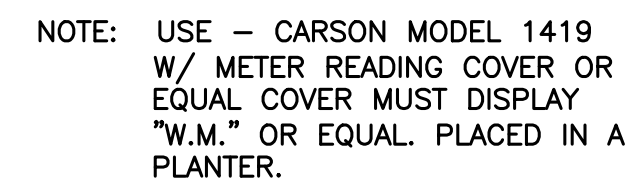


5
—

VALVE BOX
SCALE: NOT SCALE



7 **WATER VALVE STEM EXTENSION**
- NOT TO SCALE



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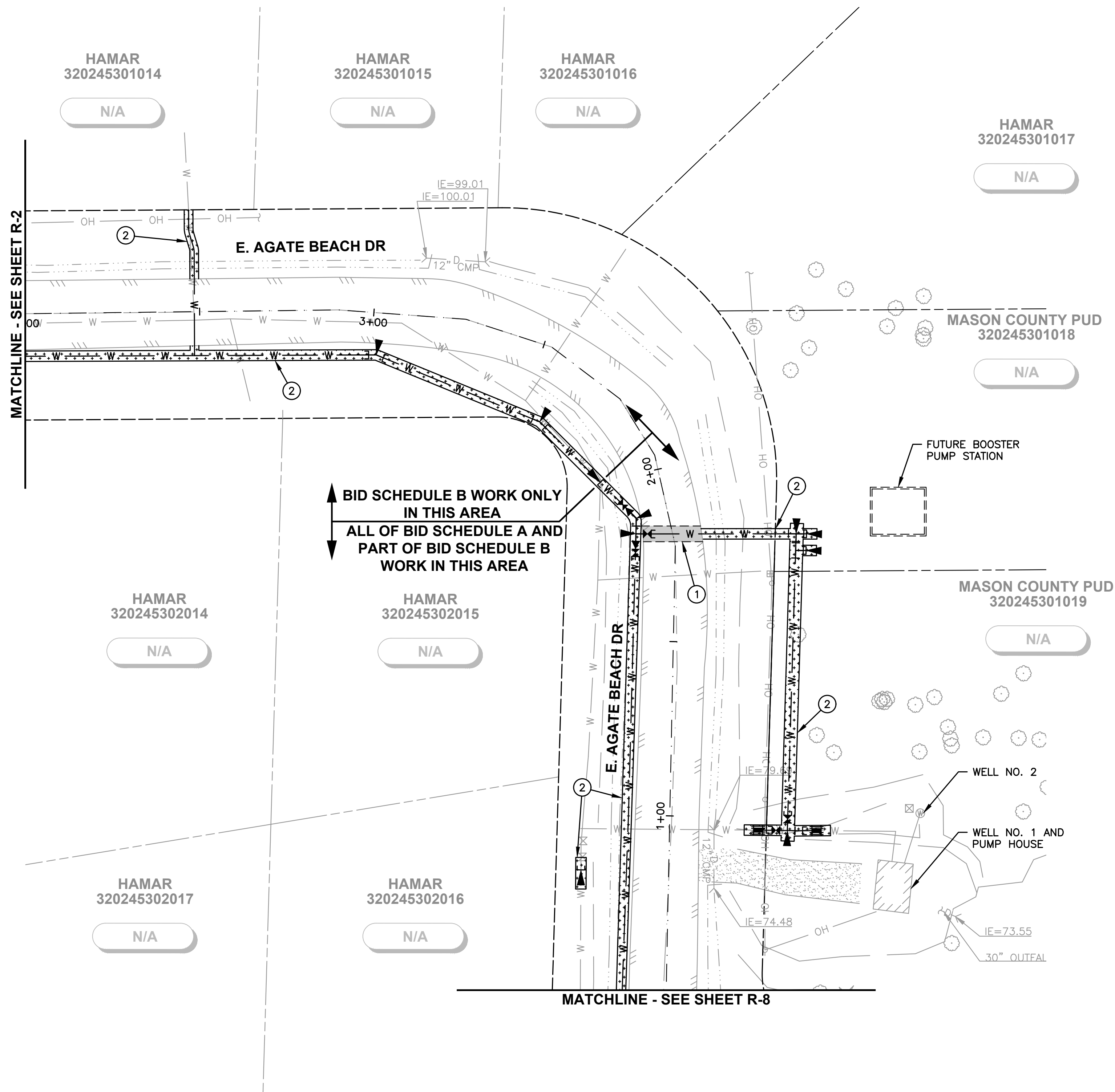
MASON COUNTY PUD #1
WASHINGTON
MASON COUNTY
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
WATER DETAILS

SHEET: **CD-2**

OF: **2**

JOB NO.: 20275

DWG: C-DETS



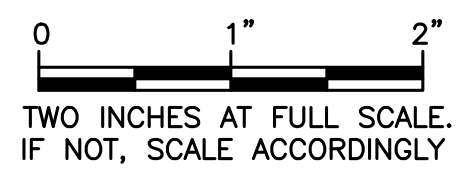
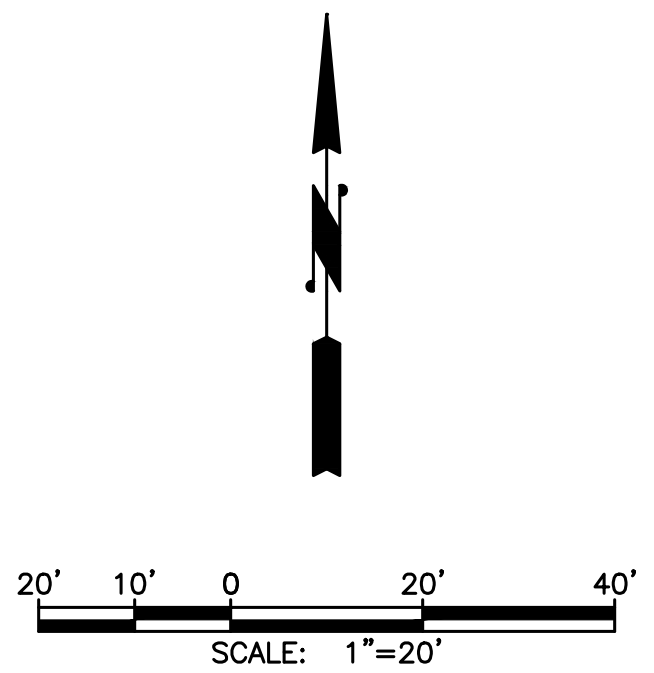
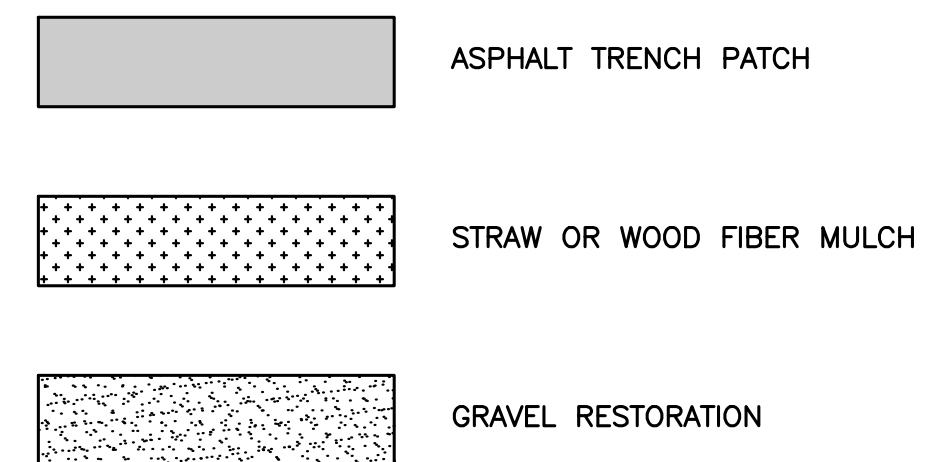
NOTES:

1. SEE SPECIFICATIONS FOR WORK AND PAYMENT INCLUDED IN GENERAL RESTORATION.

RESTORATION NOTES:

- ① ASPHALT TRENCH PATCH, SEE DETAIL 2, SHEET RD-1.
- ② PLACE STRAW OR WOOD FIBER MULCH WITH MINIMUM 95% COVERAGE OF EXPOSED SOIL, SEE DETAIL 3, SHEET RD-1.
- ③ RESTORE EX. GRAVEL AS APPLICABLE TO PRE-CONSTRUCTION CONDITIONS, OR BETTER, SEE DETAIL 1, SHEET RD-1.

LEGEND:



DATE: MAR 2021
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APPROVED: RJW

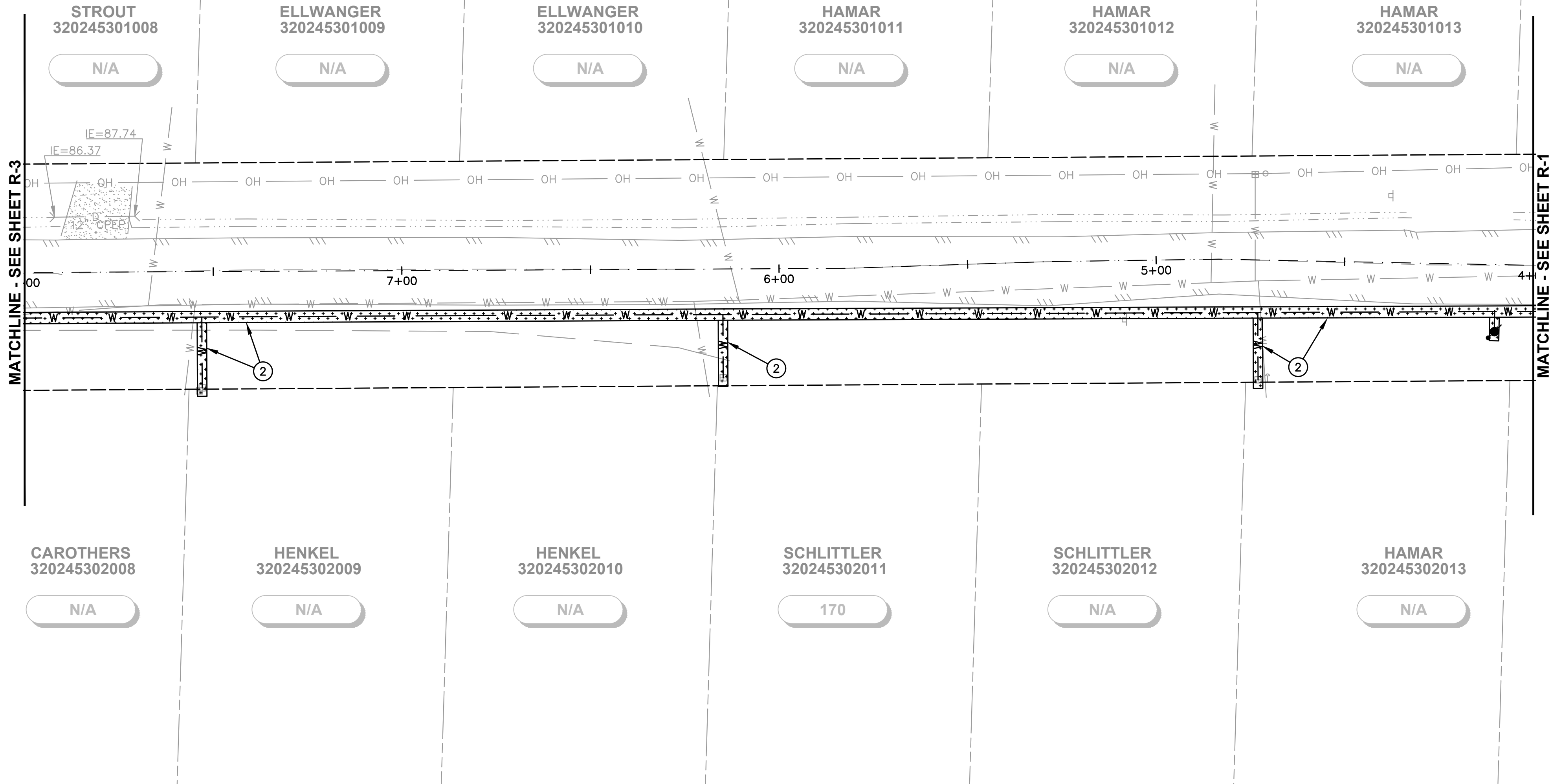
No.	REVISION	DATE	APPD



MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
RESTORATION PLAN
STA 0+00 TO STA 4+00

SHEET: **R-1**
OF: **9**
JOB NO.: 20275
DWG: P-RESTORATION

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NOTES:

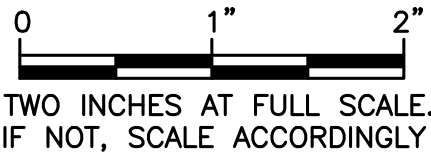
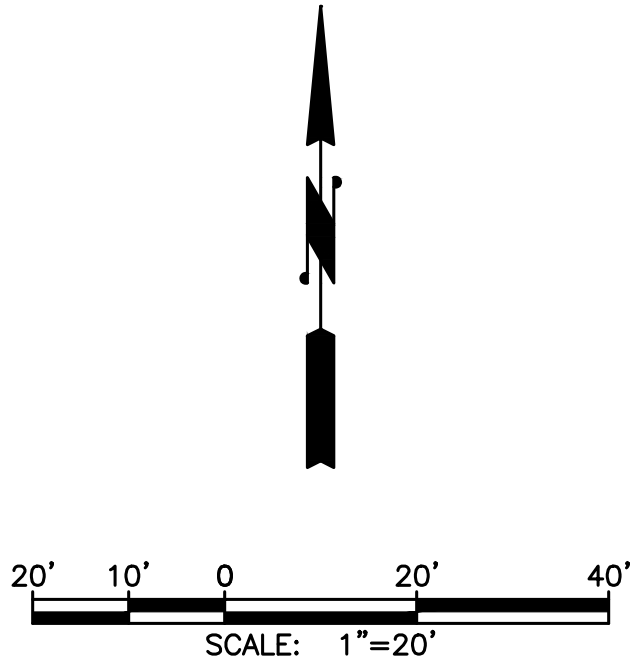
1. SEE SPECIFICATIONS FOR WORK AND PAYMENT INCLUDED IN GENERAL RESTORATION.

RESTORATION NOTES:

- ① ASPHALT TRENCH PATCH, SEE DETAIL 2, SHEET RD-1.
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LEGEND:

- ASPHALT TRENCH PATCH
STRAW OR WOOD FIBER MULCH
GRAVEL RESTORATION



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CONSULTING ENGINEERS
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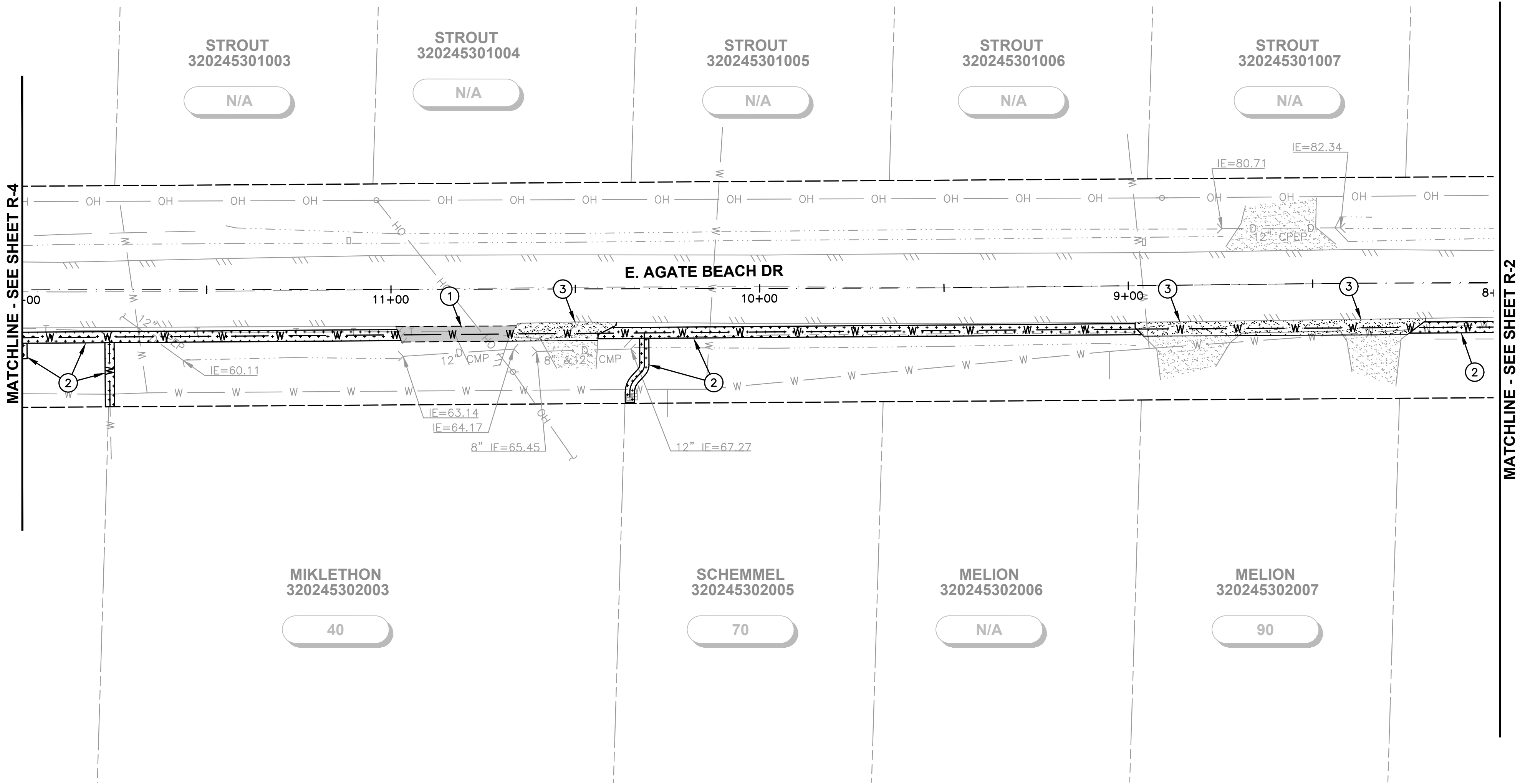
No.	REVISION	DATE	APPD



MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
RESTORATION PLAN
STA 4+00 TO STA 8+00

SHEET: R-2
OF: 9
JOB NO.: 20275
DWG: P-RESTORATION

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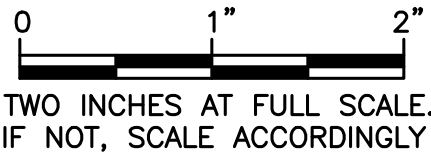
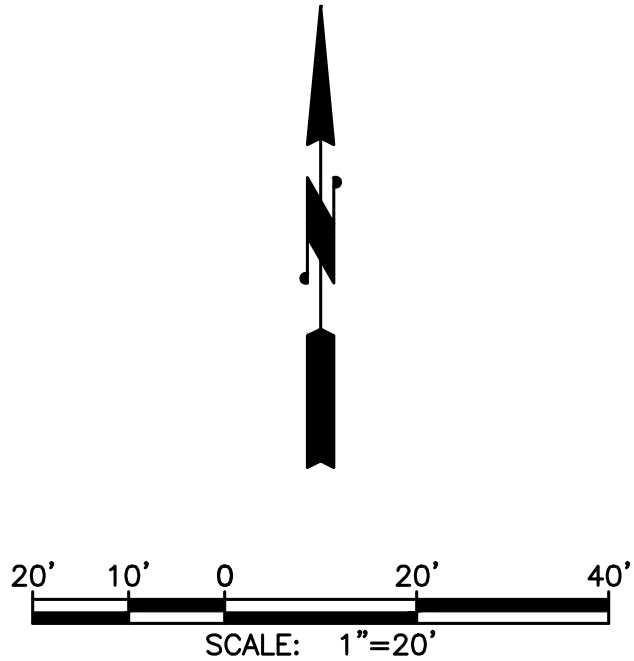
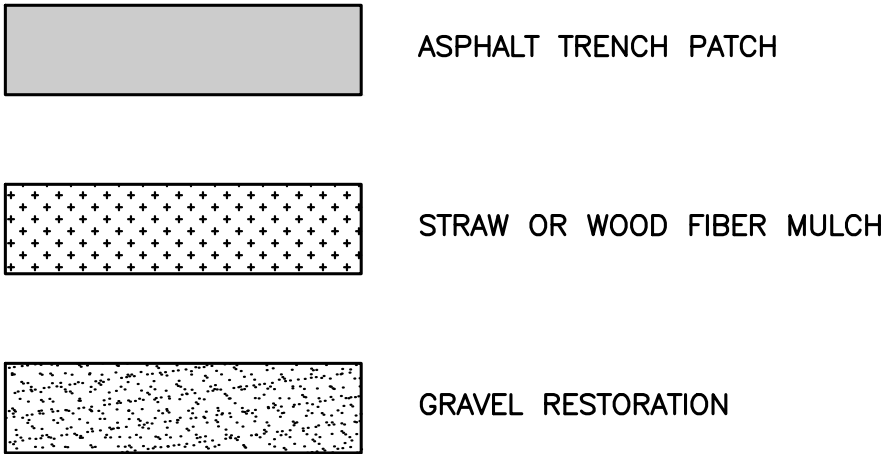
NOTES:

1. SEE SPECIFICATIONS FOR WORK AND PAYMENT INCLUDED IN GENERAL RESTORATION.

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- ① ASPHALT TRENCH PATCH, SEE DETAIL 2, SHEET RD-1.
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LEGEND:



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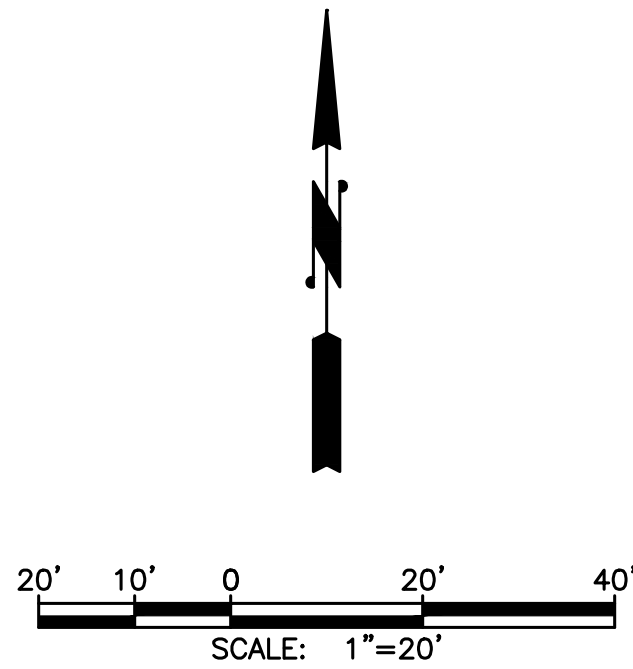
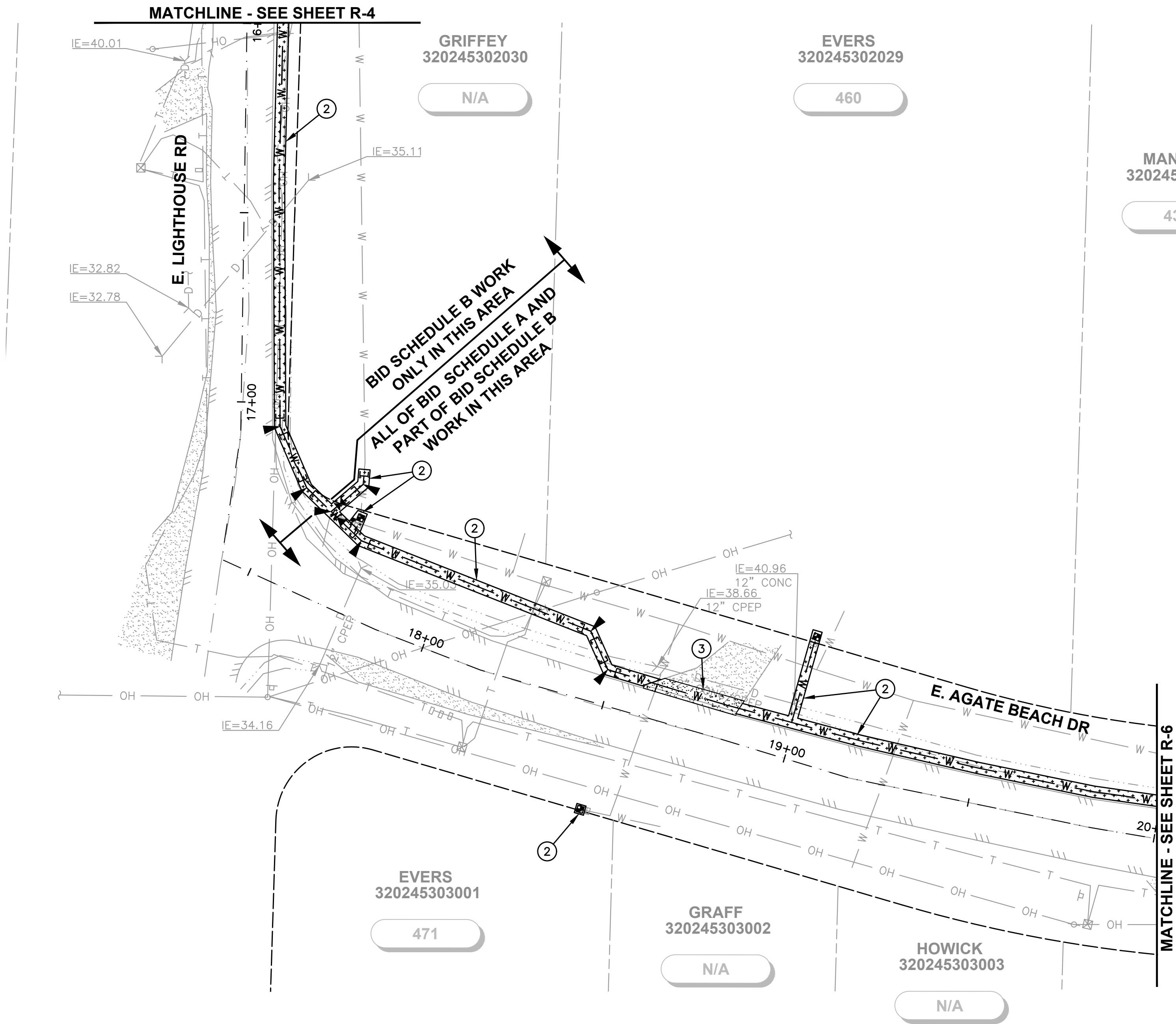
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MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
RESTORATION PLAN
STA 8+00 TO STA 12+25

SHEET: R-3
OF: 9
JOB NO.: 20275
DWG: P-RESTORATION

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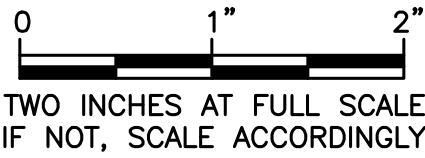
1. SEE SPECIFICATIONS FOR WORK AND PAYMENT INCLUDED IN GENERAL RESTORATION.

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LEGEND:

- ASPHALT TRENCH PATCH
- STRAW OR WOOD FIBER MULCH
- GRAVEL RESTORATION



Gray & Osborne, Inc.
CONSULTING ENGINEERS
1120 FAIRVIEW AVENUE SOUTH, SUITE 300
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DATE: MAR 2021
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CHECKED: MSN
APPROVED: RJW

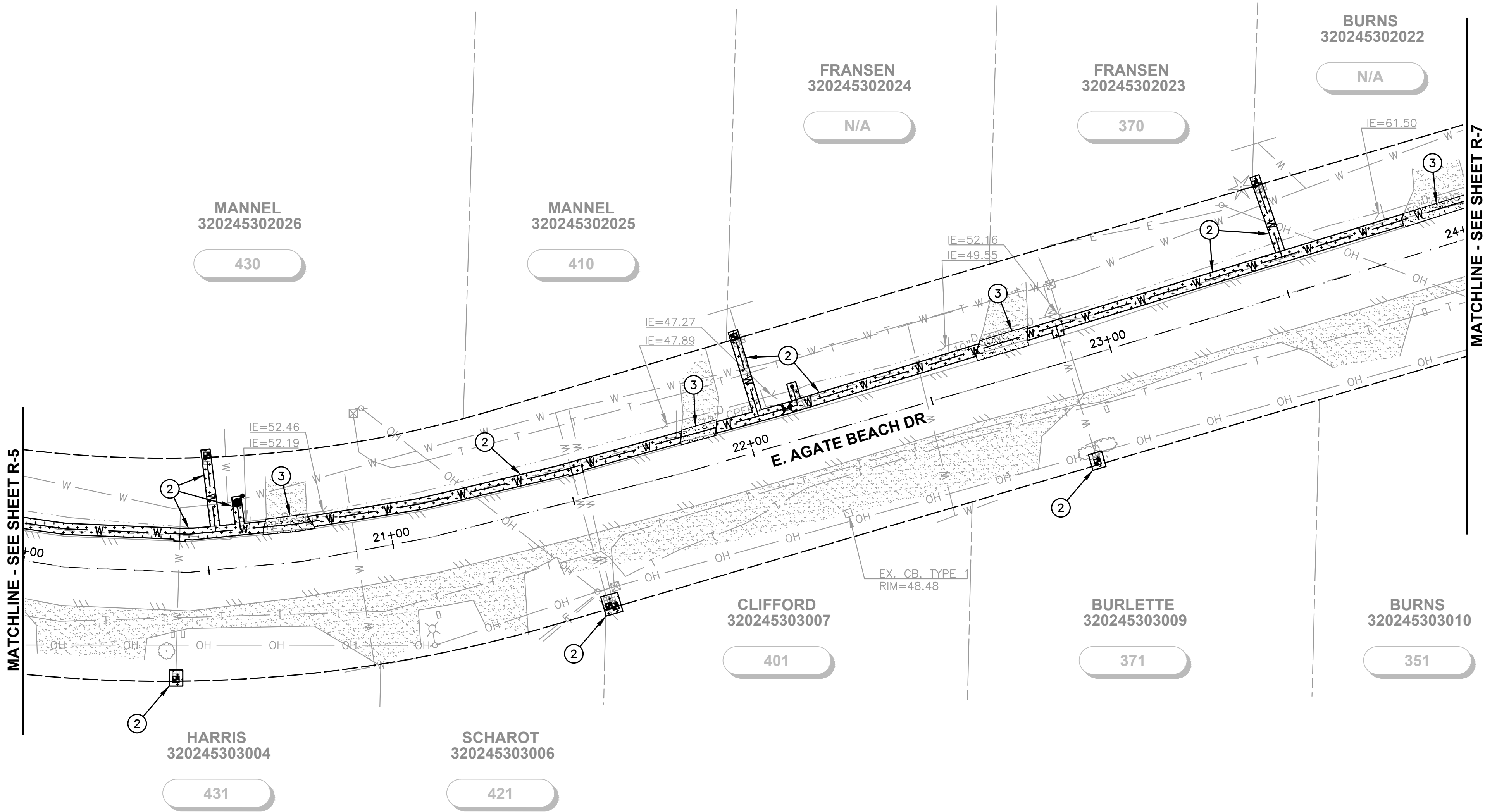
No.	REVISION	DATE	APPD



MASON COUNTY PUD #1
MASON COUNTY
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
RESTORATION PLAN
STA 16+00 TO STA 20+00

SHEET: **R-5**
OF: **9**
JOB NO.: 20275
DWG: P-RESTORATION

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NOTES:

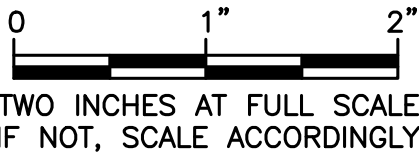
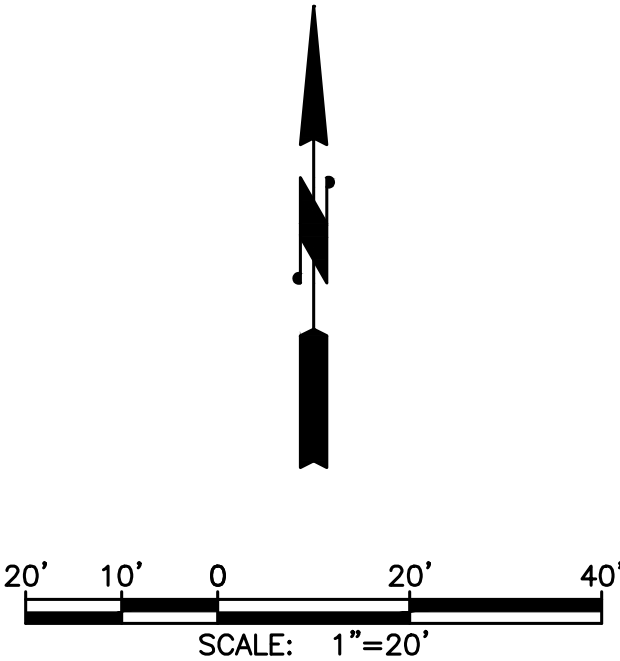
1. SEE SPECIFICATIONS FOR WORK AND PAYMENT INCLUDED IN GENERAL RESTORATION.

RESTORATION NOTES:

- ① ASPHALT TRENCH PATCH, SEE DETAIL 2, SHEET RD-1.
- ② PLACE STRAW OR WOOD FIBER MULCH WITH MINIMUM 95% COVERAGE OF EXPOSED SOIL, SEE DETAIL 3, SHEET RD-1.
- ③ RESTORE EX. GRAVEL AS APPLICABLE TO PRE-CONSTRUCTION CONDITIONS, OR BETTER, SEE DETAIL 1, SHEET RD-1.

LEGEND:

- ASPHALT TRENCH PATCH
- STRAW OR WOOD FIBER MULCH
- GRAVEL RESTORATION



DATE: MAR 2021	DRAWN: JS	CHECKED: MSN	APPROVED: R/W
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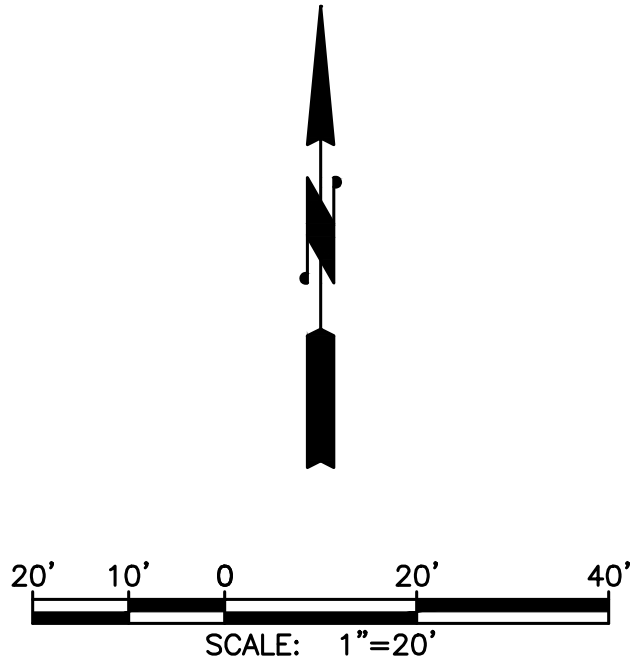
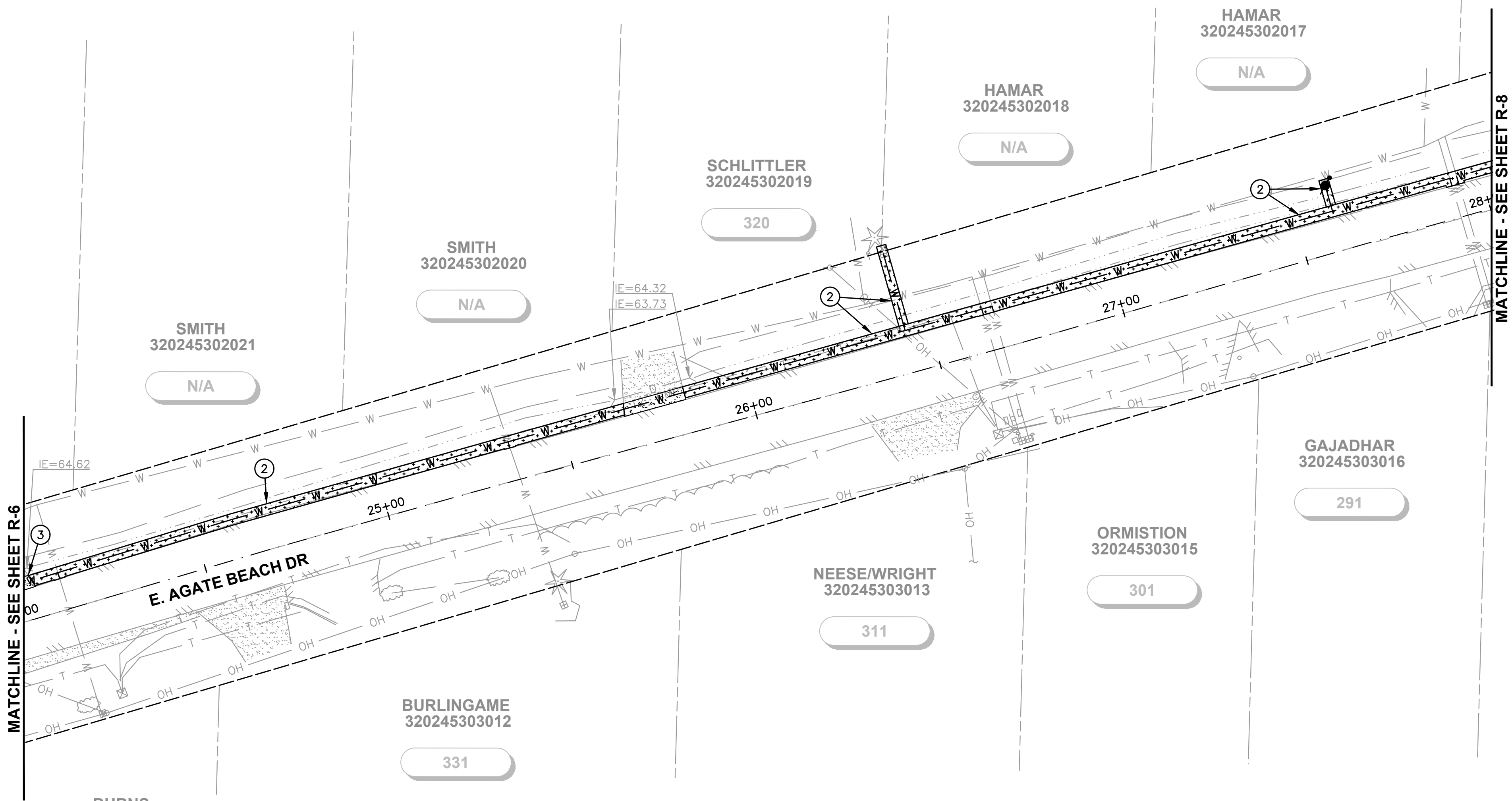
No.	REVISION	DATE	APPD



MASON COUNTY PUD #1
MASON COUNTY
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
RESTORATION PLAN
STA 20+00 TO STA 24+00

SHEET: R-6
OF: 9
JOB NO.: 20275
DWG: P--RESTORATION

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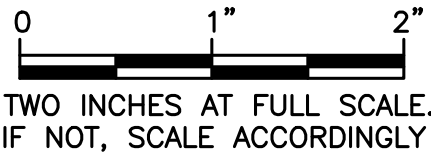
1. SEE SPECIFICATIONS FOR WORK AND PAYMENT INCLUDED IN GENERAL RESTORATION.

RESTORATION NOTES:

- ① ASPHALT TRENCH PATCH, SEE DETAIL 2, SHEET RD-1.
- ② PLACE STRAW OR WOOD FIBER MULCH WITH MINIMUM 95% COVERAGE OF EXPOSED SOIL, SEE DETAIL 3, SHEET RD-1.
- ③ RESTORE EX. GRAVEL AS APPLICABLE TO PRE-CONSTRUCTION CONDITIONS, OR BETTER, SEE DETAIL 1, SHEET RD-1.

LEGEND:

- | | |
|--|---------------------------|
| | ASPHALT TRENCH PATCH |
| | STRAW OR WOOD FIBER MULCH |
| | GRAVEL RESTORATION |



Gray & Osborne, Inc.
CONSULTING ENGINEERS
1120 FAIRVIEW AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 284-0860

DATE: MAR 2021	JS	MSN	RJW
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	REVISION	
	No.	



MASON COUNTY PUD #1
MASON COUNTY
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
RESTORATION PLAN STA
24+00 TO STA 27+50

SHEET: R-7
OF: 9
JOB NO.: 20275
DWG: P--RESTORATION

DATE: MAR 2021
DRAWN: JS
CHECKED: MSN
APPROVED: RJW

No.	REVISION	DATE	APPD



MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT

RESTORATION PLAN
STA 27+50 TO STA 30+05

SHEET: R-8
OF: 9
JOB NO.: 20275
DWG: P-RESTORATION


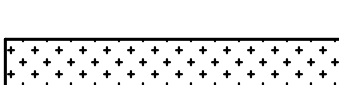



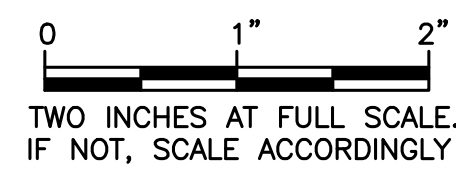
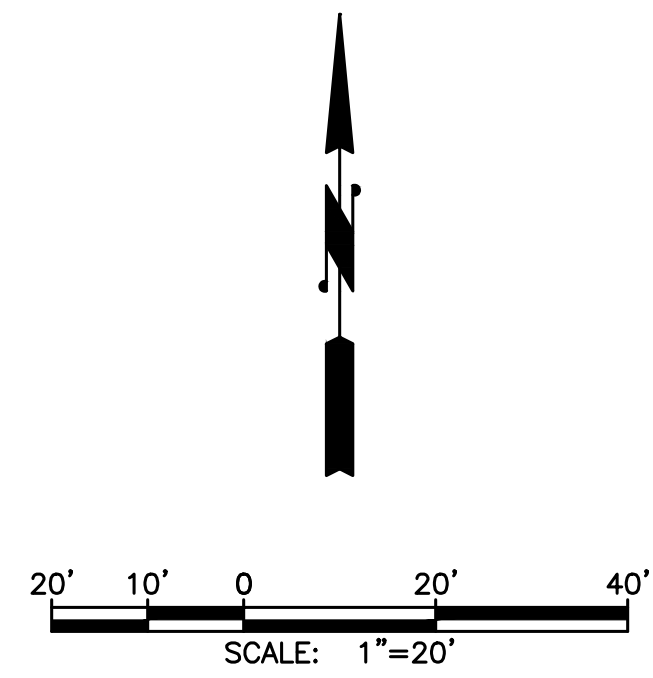
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RESTORATION NOTES:

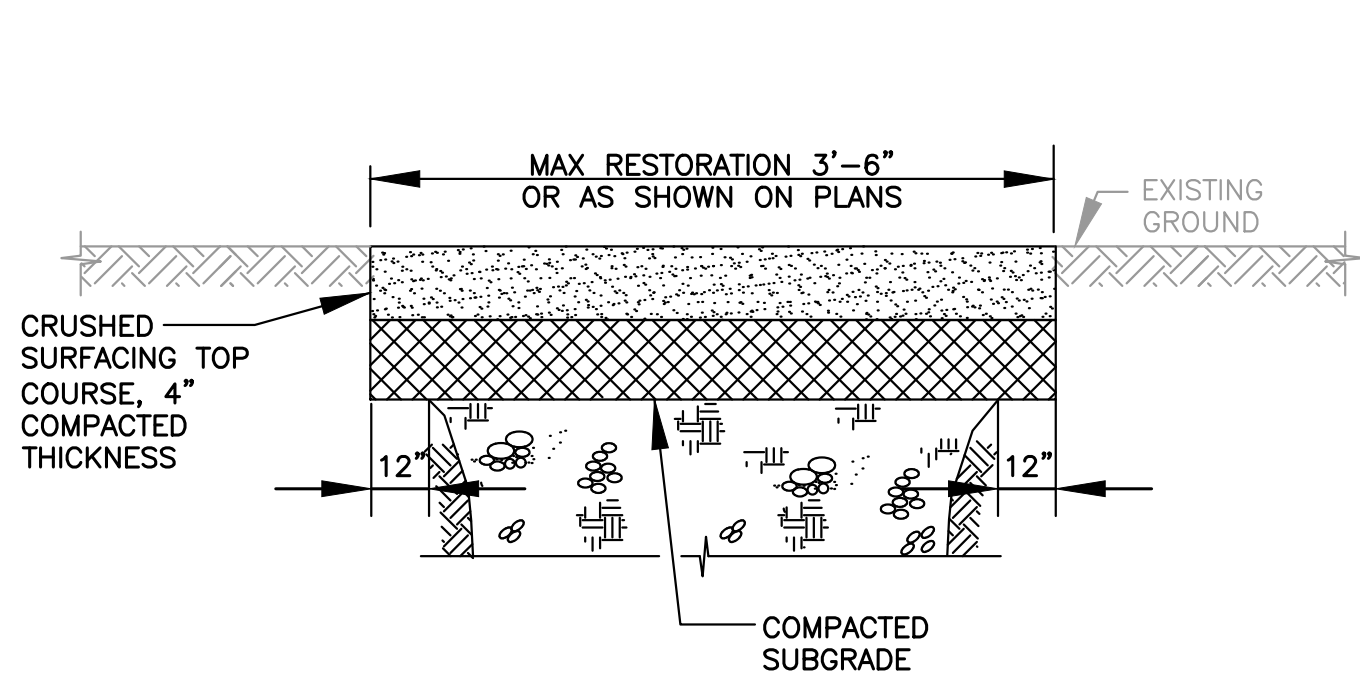
- ① ASPHALT TRENCH PATCH, SEE DETAIL 2, SHEET RD-1.
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LEGEND:

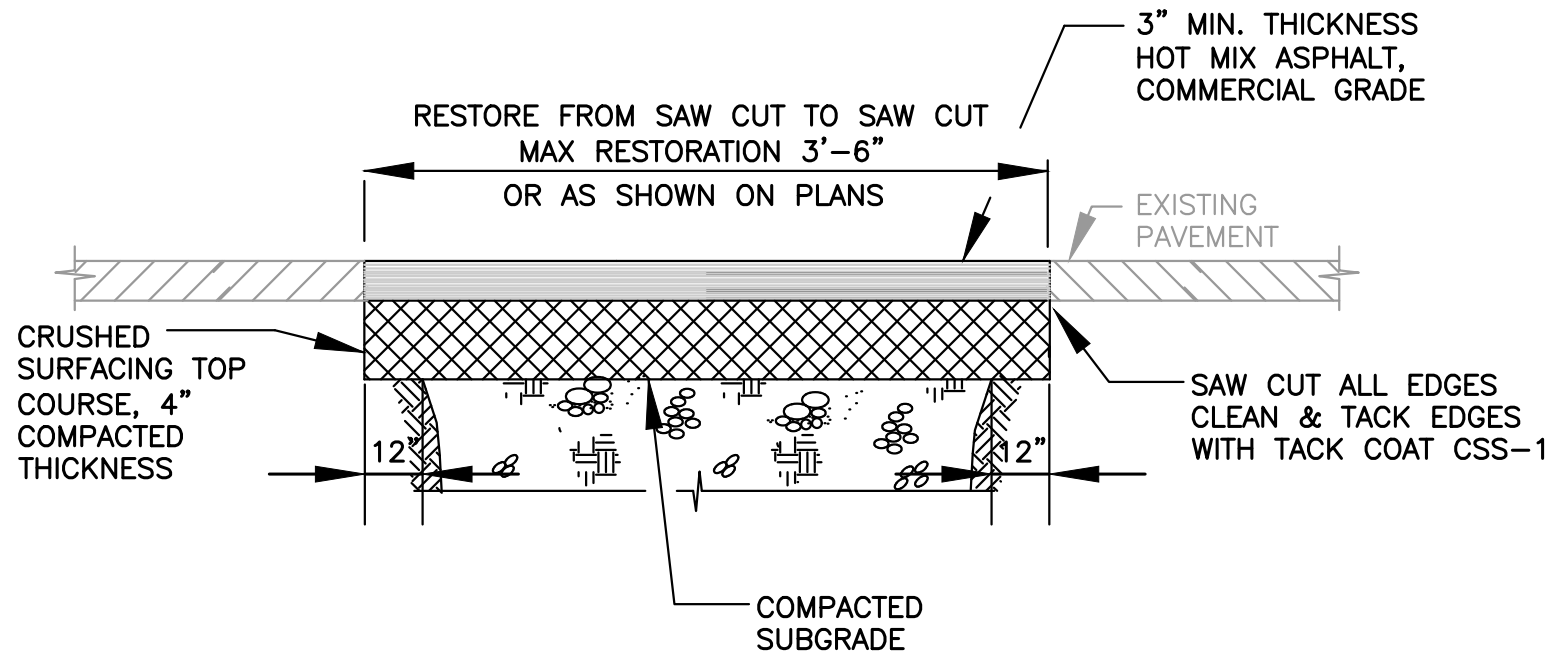
	ASPHALT TRENCH PATCH
	STRAW OR WOOD FIBER MULCH
	GRAVEL RESTORATION



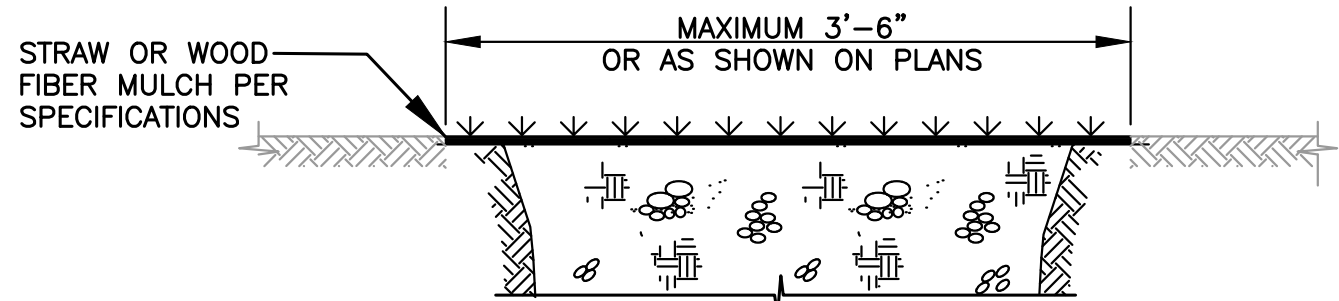
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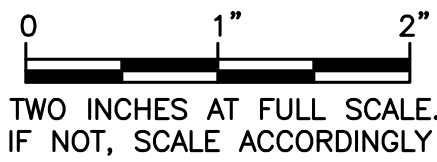
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NOT TO SCALE



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NOT TO SCALE



3
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NOT TO SCALE



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No.	REVISION	DATE	APPD



MASON COUNTY PUD #1
MASON COUNTY WASHINGTON
AGATE BEACH WATER SYSTEM
IMPROVEMENTS
PHASE 1 - WATER LINE REPLACEMENT
RESTORATION DETAILS

SHEET: **RD-1**

OF: **1**

JOB NO.: 20275

DWG: R-DETS



**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

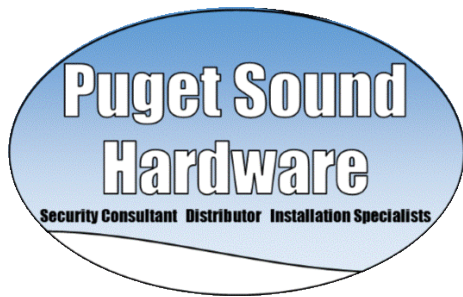
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Puget Sound Hardware Inc.
P.O. Box 1101
Auburn, WA 98071
(800) 464-4801
Orders@pugetsoundhardware.com
http://www.pugetsoundhardware.us

ADDRESS

Julie Gray
Mason County PUD
N. 21971 Hwy. 101
Shelton, WA 98584

SHIP TO

Julie Gray
Mason County PUD
N. 21971 Hwy. 101
Shelton, WA 98584

Quote 10603

DATE 04/07/2021

EXPIRATION DATE 05/31/2021

NOTE

V10 Water D3500

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Note	End user to self-survey and self-install/program all padlocks and door hardware. It is recommended that the end user confirm all hardware applications will work at all install locations prior to ordering. PSH not responsible for any hardware being incompatible for installation on any doors or padlock locking hardware. Master Padlock/Don-Jo accessories and quantities are only suggestions and may not be needed or usable in any of the padlock/door hardware installation applications. Any requested PSH onsite support for surveying, installation or programming beyond what is already called out on the Quotes for software install/training will require additional approved change orders to cover the costs. Quoted pricing is only valid until the expiration date on the Quote.		0.00	0.00
Note	Estimate 10602 V9 Main & Electrical DL3500 would need to be purchased prior to this one for the Master Padlocks and Alarm Locks to work due to the software being on 10602.			0.00

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Note	Master Lock Bluetooth Padlocks will not integrate into Alarm Lock software. Master Lock Vault software will be a separate access software.		0.00	0.00
Master Padlock:4401LHENT	Bluetooth Outdoor Padlock, 2-7/32" wide metal body, 11/32" diameter boron alloy shackle, 2" vertical clearance	116	129.41	15,011.56T
Master Padlock:732DPF	4-3/4in (11cm) Long Zinc Plated Hardened Steel 90 Angle Bar Hasp	50	14.54	727.00T
Master Padlock:A875	6-1/4in (15.9cm) Long Single Hinge Hasp	50	10.64	532.00T
Master Padlock:731	5-3/16in (16cm) Long Zinc Plated Hardened Steel 90 Angle Bracket	50	11.78	589.00T
Master Padlock:85DPF	4' Long x 3/8in" Diameter Looped End Cable	100	11.21	1,121.00T
Alarm Lock MFG:DL3200IC US26D	Pushbutton Cylindrical Door Lock, 2000 Users, 40,000 Event Audit Trail, Weatherproof, Straight Lever, SFIC Prep, Less Core, Satin Chrome	68	851.13	57,876.84T
Alarm Lock MFG:DL3500CRL US26D	Pushbutton Classroom Mortise Lock, 300 Users, 40,000 Event Audit Trail, Weatherproof, Straight Lever, Left Hand or Right Hand Reverse, Satin Chrome	10	955.08	9,550.80T
BEST:1E74-C4-RP3-626	Mortise Cylinder for cores SFIC key override	10	42.35	423.50T
BEST:1CX7X29X2-626	CORMAX X29X Keyway Combined Core - 20 cut keys no charge	78	36.55	2,850.90T
Don-Jo:71-628	.050 4 X 16 Inch, Push Plate 628 Aluminum Anodized for specialty cover plates	160	16.20	2,592.00T
Note*WA	PSH WA State Hardware Contract 05416 Best Access TIPS Contract 170203	1	0.00	0.00

Your facility hardware and its applications must comply with Life Safety Building Codes and Disability Access Laws. Conformance to such requirements is the responsibility of the purchaser. Quotes subject to correction of clerical error. Claims for shortages must be made within 10 days after receipt of goods. Merchandise must not be returned without a RGA number.

SUBTOTAL	91,274.60
TAX	7,758.34

TOTAL	\$99,032.94
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Accepted By

Accepted Date



Puget Sound Hardware Inc.
P.O. Box 1101
Auburn, WA 98071
(800) 464-4801
Orders@pugetsoundhardware.com
http://www.pugetsoundhardware.us

ADDRESS

Julie Gray
Mason County PUD
N. 21971 Hwy. 101
Shelton, WA 98584

SHIP TO

Julie Gray
Mason County PUD
N. 21971 Hwy. 101
Shelton, WA 98584

Quote 10602

DATE 04/07/2021

EXPIRATION DATE 05/31/2021

NOTE

V9 Main & Electrical DL3500

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Note	End user to self-survey and self-install/program all padlocks and door hardware. It is recommended that the end user confirm all hardware applications will work at all install locations prior to ordering. PSH not responsible for any hardware being incompatible for installation on any doors or padlock locking hardware. Master Padlock/Don-Jo accessories and quantities are only suggestions and may not be needed or usable in any of the padlock/door hardware installation applications. Any requested PSH onsite support for surveying, installation or programming beyond what is already called out on the Quotes for software install/training will require additional approved change orders to cover the costs. Quoted pricing is only valid until the expiration date on the Quote.			0.00
Note	Master Lock Bluetooth Padlocks will not integrate into Alarm Lock software. Master Lock Vault software will be a separate access software.		0.00	0.00
Master Padlock:4401LHENT	Bluetooth Outdoor Padlock, 2-7/32" wide metal body, 1 1/32" diameter boron alloy shackle, 2" vertical clearance	66	129.41	8,541.06T

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Master Padlock:732DPF	4-3/4in (11cm) Long Zinc Plated Hardened Steel 90° Angle Bar Hasp	25	14.54	363.50T
Master Padlock:A875	6-1/4in (15.9cm) Long Single Hinge Hasp	25	10.64	266.00T
Master Padlock:731	5-3/16in (16cm) Long Zinc Plated Hardened Steel 90° Angle Bracket	25	11.78	294.50T
Master Padlock:85DPF	4' Long x 3/8in" Diameter Looped End Cable	50	11.21	560.50T
Misc.	Master Padlock Software	1	0.00	0.00T
LABOR/SERVICE:Labor	Labor - PSH install of Master Software and up to 3 hours of training	1	1,780.00	1,780.00T
Alarm Lock MFG:AL-DTMIII	Data Transfer Module	1	448.00	448.00T
Misc.	Alarm Lock Software	1	0.00	0.00T
LABOR/SERVICE:Labor	Labor - PSH install of Alarm Lock Software and up to 3 hours of training	1	1,780.00	1,780.00T
Alarm Lock MFG:DK3000 MS	Keypad, 2000 User, 40,000 Event Audit Trail, Weatherproof, Metallic Silver	1	404.46	404.46T
Alarm Lock MFG:ETDLR1G/26DV99	Pushbutton Exit Trim, 2000 Users, 40,000 Event Audit Trail, Weatherproof, Regal Lever, for Von Duprin 98/99, PHI 2200, Satin Chrome	2	846.09	1,692.18T
Alarm Lock MFG:DL3200IC US26D	Pushbutton Cylindrical Door Lock, 2000 Users, 40,000 Event Audit Trail, Weatherproof, Straight Lever, SFIC Prep, Less Core, Satin Chrome	9	851.13	7,660.17T
Alarm Lock MFG:DL3500CRL US26D	Pushbutton Classroom Mortise Lock, 300 Users, 40,000 Event Audit Trail, Weatherproof, Straight Lever, Left Hand or Right Hand Reverse, Satin Chrome	10	955.08	9,550.80T
BEST:12E72-S2-RP-626	Rim Cylinder for cores SFIC key override	2	36.85	73.70T
BEST:1E74-C4-RP3-626	Mortise Cylinder for cores SFIC key override	10	42.35	423.50T
BEST:1CX7X29X2-626	CORMAX X29X Keyway Combined Core - 20 cut keys no charge	21	36.55	767.55T
Securitron:M680EBDX-628	M680 w/ REX & DPS in Satin Aluminum 1200lb Mag Lock	1	686.70	686.70T
Securitron:ASB-32BK	Aluminum Frame Spacer Bracket - Black Finish	1	46.20	46.20T
Alarm Controls:RT-1	2 Wireless Transmitters and 1 Receiver	1	72.10	72.10T

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
RS2:FPO75-B100C4D8PE4M	4DR Dual Voltage Integrated RS2 Power System: 75W 2A/12V and 2A/24V, 8 auxiliary class II outputs power limited at 2.5A per output and 4 lock control outputs fused at 3A per output, E4M enclosure with RS2controller back plate. Enclosure: 24 x 20 x 4.5 Maximum Mercury panels: 2	1	422.80	422.80T
Alarm Controls:TS-2T	U.L. 2" SQ. GREEN ILLUMINATED P.B. WITH TIMER, S.P.D.T., 2 A. CONTACTS, "PUSH TO EXIT"	1	103.60	103.60T
Don-Jo:71-628	.050 4 X 16 Inch, Push Plate 628 Aluminum Anodized for specialty cover plates	50	16.20	810.00T
LABOR/SERVICE:Labor	Labor - PSH Install of Alarm Lock lockset and mag lock on admin door (Includes limited low energy electrical scope)	1	3,560.00	3,560.00T
Note*WA	PSH WA State Hardware Contract 05416 Best Access TIPS Contract 170203	1	0.00	0.00
Note	Puget Sound Hardware to install the Master Lock and Alarm Lock Software. Customer to provide dedicated server/computer for Master Lock Software. Full Admin Access rights will need to be provided for installation of software onto network and or client station. Customer responsible to pull 110VAC power/conduit to locations specified by PSH. Any existing hardware being integrated into quoted hardware assumes proper operation of existing hardware. Any additional items or time needed to complete project will require an updated quote and or change order. Puget Sound Hardware is not responsible for repairing or refinishing of doors due to new hardware not covering existing lock preps. Handling, testing or removal of any hazardous materials is not included. Disposal of existing hardware removed during the installation of the new quoted hardware is the responsibility of the end user.		0.00	0.00

Your facility hardware and its applications must comply with Life Safety Building Codes and Disability Access Laws. Conformance to such requirements is the responsibility of the purchaser. Quotes subject to correction of clerical error. Claims for shortages must be made within 10 days after receipt of goods. Merchandise

SUBTOTAL
TAX

40,307.32
3,426.12

must not be returned without a RGA number.

TOTAL	\$43,733.44
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Accepted By

Accepted Date

April 2, 2021

Mrs. Kristin Masteller
General Manager
PUD No. 1 Of Mason County
21971 N. Hwy. 101
Shelton, WA 97477

RE: REVISED JOINT SERVICES POLE AUDIT PROPOSAL – 2021

Dear Mrs. Kristin Masteller:

Osmose is submitting the attached proposal for your approval and acceptance. This price proposal is valid for 90 calendar days from the date of this proposal.

This revised proposal replaces and supersedes the previous version dated March 4, 2021.

Osmose's proposal was structured with our non-signatory technical services technician field crews performing this work. If union signatory crews are required, Osmose reserves the right to revise and resubmit pricing.

We look forward to working with you on this important project. If this proposal is acceptable, please sign and return the attached Acceptance of Proposal and Professional Services Agreement so we can schedule crews to begin this project.

We have included a Scope of Work, as this is an integral part of this proposal that outlines the technical specifications we are proposing. Any contract or agreement that results from this proposal shall include the Scope of Work, whether or not it is specifically referenced in the contract and should be referenced in any Purchase Order issued for work specified under this contract.

COVID-19 presents an unprecedented situation for all business entities. The following provision is intended to protect both parties throughout the performance of a contract, purchase order or subcontract resulting from this proposal: Notwithstanding any provision(s) of this Proposal, if as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19 (individually or collectively, "Epidemic"), Contractor's work is delayed, disrupted, suspended, or otherwise impacted, including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Contractor's workforce and/or unavailability of labor; (3) government quarantines, shelter in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner restrictions and/or directives; and/or (5) fulfillment of Contractor's contractual or legal health and safety obligations associated with an Epidemic; then Contractor shall be entitled to an equitable adjustment to the Contract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent COVID-19 and the impacts thereof result in an increase in the price of labor, materials, or equipment used in the performance of this Contract, Contractor shall be entitled to an equitable adjustment to the Contract price for such increases, provided Contractor presents satisfactory documentation of such increases and evidence of Contractor's

reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/nonimpacted prices and/or estimates. No such equitable adjustments to the schedule or pricing shall be made unless disclosed to the non-requesting party prior to the incurrence of the costs or conditions necessitating such equitable adjustments. In such event, the non-requesting party shall have the option to cancel the portion of the work affected, or to agree to such equitable adjustments in writing. In the event of mutual agreement, such equitable adjustments shall become a portion of the contract.

If you need further assistance or have any questions concerning this proposal, please do not hesitate to contact Jeffrey Penrod at (208) 220-4893.

Sincerely,

A handwritten signature in black ink, appearing to read "JOSE VILLALBA", with a stylized flourish at the end.

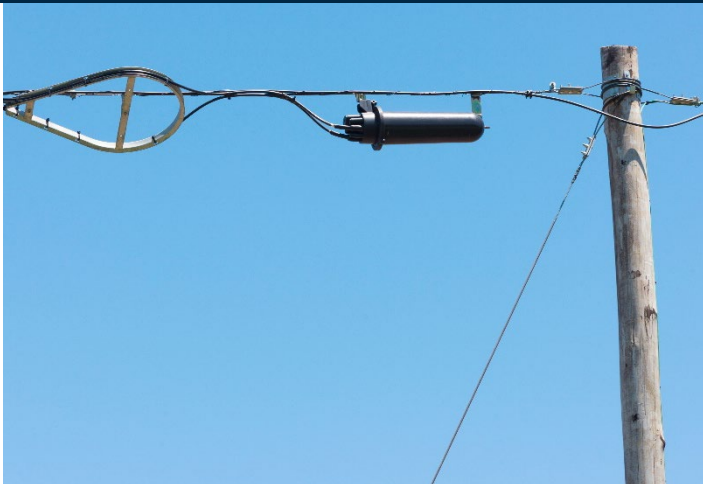
Jose Villalba
Vice President-Contracts

Attachment
JV/ch

C: File



REVISED JOINT USE POLE AUDIT SERVICES PROPOSAL



DATE
April 2, 2021

Osmose Contact
Jeff Penrod
jpenrod@osmose.com
Mobile: 208-220-4893

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Proposal Summary

Mason Public Utility District ("Mason PUD") has embarked on an initiative to collect joint use data for the population of their GIS system and reconciliation of attachments. To support their efforts, they are looking for assistance with the field inventory of joint use attachments, select violations, and hazardous conditions.

Through our qualified field resources and with our successful track record of helping our customers achieve their cost-recovery objectives (by establishing a highly transparent and non-confrontational engagement model with attachers), we believe we offer the best option for executing the best project approach, while reducing risk and keeping the project on schedule.

Osmose believes we provide our customers with an approach that significantly reduces risks to the project that typically comes from:

- **Schedule Delays that put your Annual Cost Recovery Targets at Risk:** Osmose has the capacity to self-perform all aspects of the proposed scope and will not need to use outside contractors to support the project. Osmose has experienced field crews, Project Management, and Delivery resources to provide the capacity and flexibility to meet the project schedule. Osmose has already dedicated resources and development to this effort and is fully committed to meeting the project schedule.
- **Data Quality Issues (That could lead to Pushback from Attachers and Delay in Bill Payment):** Osmose has the right tools to collect and share the asset data. These tools allow the data to be shared between the field technician, project supervisor, Operations Manager, delivery group, and Project Manager to review and quality control the data in every step of the process.
- **Lack of Transparency and Coordination with Attachers:** Through the included Osmose360 Audit Customer Portal, Osmose can share collected data with all stakeholders of the project including 3rd party attachers. Sharing the data through Osmose360 Audit allows for conflict resolution during the audit and not after. Full collaboration with all the major stakeholders is at the center of the Osmose approach to Joint Use audits.
- **Responding to COVID-19:** Osmose understands that operating under a global pandemic is unprecedented and challenging. We are committed to providing a safe operating environment for our associates and customers. Our teams follow local regulations and applicable CDC guidelines for all our field and office operations. Additionally, we have instituted ongoing cleaning and disinfecting protocol for all workstations, vehicles, handheld devices and working tools. Our teams are outfitted and supplied with disposable face coverings as well as all required project PPE. Our organization promotes social distancing guidelines and follows strict self-reporting and contact tracing for all potential exposures.

Our focus is on utilizing processes that promote efficiency, consistency, accuracy, and defendability of results through audit trails created throughout the process. Our supporting technologies will ensure that the resulting data is fully consumable by your target GIS without issue. An overview of our field collection technology and Osmose360 (Audit) is included in Appendix A.

Mason PUD is looking to engage in a survey which will consist of:

- An audit of approximately 3,500 poles, recording foreign attachment information on poles with attachments
- Identify new poles found in the field (not in PUD's source GIS) and collect GPS location and basic pole attributes
- Select NESC violations and Hazardous Conditions

Scope of Work

The following represents Osmose's proposed process to execute the project in an efficient and effective manner. Osmose will work closely with Mason PUD to follow a structured and detailed project methodology to meet the objectives of the project. Execution of the project will include the four phases listed below:

1. Conduct Project Workshop & Kickoff:
 - Creation of the Field Collection and Delivery rules document
 - Define attachment counts
 - Status meetings cadence
 - Project schedule
2. Field Survey of assets:
 - Pole inventory
 - Joint Use attachments
3. Data Quality Control and Osmose360 Audit (see Appendix A):
 - Quality control and validate data on a delivery by delivery
 - Share results of JU collection with PUD and all stakeholders
 - Perform dispute and resolution process
4. Deliverables & Reporting:
 - Work with the Customer to incorporate final data into chosen GIS system
 - Provide reports
 - Invoicing

1. Project Workshop & Kick-off

Prior to field collection, Osmose will conduct a Project Kick-off/Workshop with Mason PUD to review the items selected by PUD to be included in the project. The goal of the meeting is to completely document the work-flow and technical details of managing the collection, quality control, and data deliveries.

Based on the results of the meeting, Osmose will create a final Work Plan document that will be used as the basis of the set-up, collection, and delivery phases of the project. The Work Plan will detail items such as establish project governance model, weekly reporting and communication chain, the proposed field data collection and deliverable model and the project schedule and customer acceptance criteria.

During the meeting Osmose will finalize field collection and deliverables rules and specifications:

- Review domain values associated with information to be collected for the inventory: Pole information, Pole match, in field not in GIS, not found etc.
- Attachments: Types of attachments, counting convention (i.e. by through-bolt/spacing), list of attaching companies
- A final description of data deliverable formats and data acceptance procedures
- Review of PUD workflow and processes for assuming the final data sets

2. Field Survey

Osmose will use its mobile collection technology platform to perform the field survey and collect the required data. The technology will support taking Mason PUD provided source data to the field to support navigation of the system and data collection. The Field Survey will include data collected as required for each pole in the customer service area.

Data Collection

The following table includes the specific items to verify and/or collect as part of the field survey. The scope is based on the items in the table below. Osmose understands that during the workshop process there may be changes to the table. Osmose will review those changes and identify if a formal change order is required at that time.

Poles	In Field	Y/N
	Not in Field	Y/N
	New	Collect GPS
	Height	Integer
	Class	Alphanumeric
	Year	Date
	Pole Number	Alphanumeric
	Type	Distribution, Transmission, Streetlight, Guy, Service
	Ownership	Decision tree
Attachment	Ownership	Company Name
	Type	See "Attachment Type" list below
	Quantity	Numeric Number
	Position	Position on pole
	Ownership tag	Y/N
Violation	Violation Type	See List
	GPS	X,Y value
Double Wood	Needs to Transfer	Name
	Type	Simple/Complex
Equipment Issue	Type	Condition

Pole Status

- In Field: Osmose will utilize the existing source data provided by Mason PUD and identify if the pole in the GIS and the pole in the field match and indicate with a Y/N value.
- Not in Field: Osmose will utilize the existing source data provided by Mason PUD and identify if the pole in the GIS exists in the field and indicate "Not in Field."
- For poles found in the field and not in the GIS, Osmose will populate with "New Pole" and collect a sub-meter GPS point. The new feature will have a unique ID generated for it.
- Pole Brand: Pole, Height, Class, Year.
- Pole Number.
- Type: Identify if the pole is a Transmission Pole, Distribution Pole, Streetlight, Guy, or Service. If the structure has more than one service type the order of types will act as a hierarchy, i.e. has a streetlight and distribution will be categorized as distribution pole.
- Ownership: Osmose and Mason PUD will work together to define a decision tree to determine ownership decisions.

Pole Visits

- Osmose expects to visit all poles if it has an attachment on it or not.

Attachments Ownership

Osmose will use a list of Mason PUD provided 3rd Party attaching companies in conjunction with field collection observations to identify each attachment owner. The typical indicators of attachment ownership that are recognizable in the field include:

- Company tag on the attachment at the pole.
- Company name on the service drop entrance.
- Company name on risers, pedestals, or other equipment (i.e. power supply).
- Osmose will trace out wires for attachment ownership of unknown attachments.
- Osmose will also consult source data to aid in identification.
- In instances where no ownership is identifiable Osmose will contact the customer for final determination.

Count

Osmose will use the following convention for counting attachments per owner:

- Each communication attachment attached to the pole by through-bolt, will be inventoried and recorded in order from top down on the pole.
- Each third-party Communication Cable/Fiber with a single “through-bolt” supporting a single cable is counted as a separate attachment and is considered 1 attachment.
- Each third-party single bolted messenger strand will be counted as a separate attachment.
- Each third-party j-hook will be identified and each separate j-hook with service attachment(s) will be counted as separate attachments including any abandoned attachments.

Attachment Types

Osmose will populate its field collection tool with the following attachment types:

- COAX – Collected for all CATV attachments, excluding risers and power supplies
- Control Box – Phone and/or fiber, mounted anywhere on pole
- Copper Phone – Collected for all Telephone attachments, excluding risers and control boxes
- Fiber – Communication line (Fiber/ADSS)
- Other – a note describing attachment will be collected
- Power Supply – Pole Mounted CATV control box/repeater unit
- Service Wire – Communication service drop
- Antenna – Wi-Fi or Strand mounted

Position

Osmose will collect the order of attached entities in descending order from the top of the pole:

- Attachment order will be from 1-N.
- If multiple attachments existing on a horizontal arm a letter designation will be provided from field to road of 1a-N.

Ownership

Osmose will use a decision tree to identify the pole ownership which will be provided by Mason PUD, which will include capturing a pole ownership tag if installed.

Violations

- Violations will be collected on the Customer owned poles only.
- Streetlight and Traffic Signal electric circuitry are to be excluded from the estimated violation spacing rules on <40" and <30" violations.
- All measurements are visual. The goal of visually inspecting attachment heights is to determine open and obvious dangerous clearance conditions that exist at the time of inspection. Osmose will visually inspect clearances and measure only those that are possible violations.
- Spacing measurements are all VERTICAL.

Violations to be identified

- At pole, power to communications less than 40 inches.
- At midspan power to communication less than 30 inches.
- Ground Clearance less than 15.5 feet (main line power or communications only – excluded service wires) over travel route. This is a road, driveway, alley, parking lot or area where a full-size truck/tractor has been driving or can be expected to be using as a travel route.
- Easement less than 9.5 feet (main line power or communication only –exclude service wires) anywhere other than a main line from the soil surface.
- Unconventional attachment (rope, j-hook, wire tie for mainline etc.).
- Improperly sharing anchor.
- Any major safety issue identified will be called into the Customer for immediate resolution.

Note: The collection of NESC violations is being performed as a visual inspection and the intent is not to provide a detailed inspection of the electrical system. Obvious situations that require attention will be noted. Osmose will contact a supervisor or the designated PUD contact immediately if any condition is considered a hazard to the public. If requested by the designated contact, Osmose Technician will cone off the emergency and/or monitor it from a safe distance until repair personnel arrive on site.

Double Wood

The collection of the locations of double wood will include:

Owner

- List of owners that need to transfer

Type

- Simple includes any transfer that does not require an outage or splice
- Complex will incur an outage or a splice

Equipment Issues/Hazardous Conditions

- Pole
 - Buckling
 - Splitting
 - Broken poles
 - Pole leaning > 15 degrees
- Cutout
 - Defective
 - Blown
- Arrester
 - Blown
- Insulator
 - Broken
 - Cracked insulator
- Bushing
 - Broken
 - Cracked bushing
- Oil Leak Oil leaking from equipment
- Crossarm
 - Split crossarm
 - Broken crossarm brace
- Down Guy
 - Broken
 - missing guy wire guard

Hazardous and violations condition inspections are point in time assessments that are made while at the structure. Osmose, therefore, cannot be held to the same indemnity and warranty language as other services. Obvious situations that require attention will be noted. Osmose will contact a supervisor or the designated contact immediately if any condition is considered a hazard to the public. If requested by the designated contact, Osmose Technician will cone off the emergency and/or monitor it from a safe distance until repair personnel arrive on site.

3. Data Quality Control

To facilitate Quality Control (QC):

- Osmose will use internal tools to share and review the data as it is collected. This will ensure collection is consistent and precise. Allowing supervisors to review the data while collection is occurring is key to the success.
- The supervisors will have the ability to share corrections and feedback to technicians while collection is in process and not wait until a full data set is complete avoiding the possibility of repeating the same error throughout the data set.
- Quality Review via Osmose360 Audit:
- In addition to performing data quality on the data, Osmose will provide the audit results on our map-based online viewer/dashboard.
- Each 3rd Party attaching company (authorized by the PUD) will receive unique login credentials (to track usage) to access the site. Each of the attaching companies will only be able to see their attachments identified during the audit. This will allow each of the project stakeholders to review and accept the data before final delivery.
- The Osmose360 Audit will provide a simpler method for "dispute and conflict resolution" to ensure all parties are agreeable to the results of the audit before the audit is considered complete and invoices are sent. This method of collaboration with the attaching companies is a key feature of Osmose's approach to Joint Use audits and ensures post audit disputes are nonexistent. For more information please see Appendix A or contact Osmose for a demo.

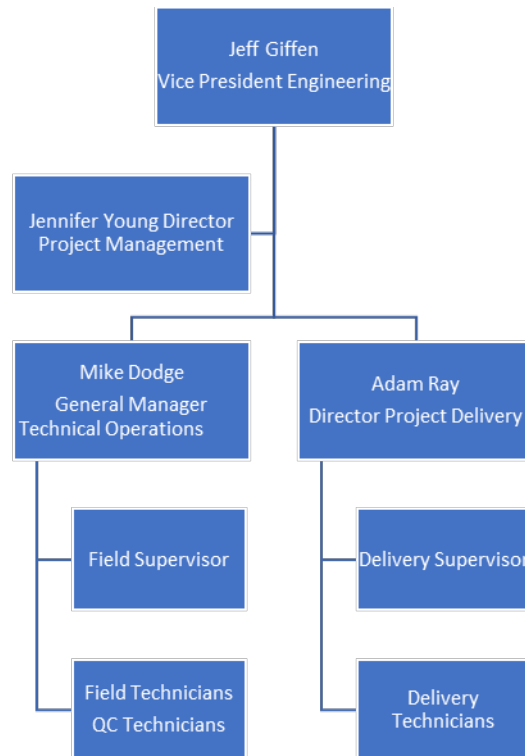
4. Deliverables & Reporting

Once field collection, back-office data extraction and quality control has been completed per delivery area, Osmose will provide the following deliverables to Mason PUD:

- An updated data set (per completed delivery area), formatted for easy loading into their ESRI Arc/Info GIS.
- The Osmose project manager will provide summary metrics reports with each delivery (i.e. billables, features collected, discrepancies by type, etc.).
- Hosting of all audit results and access to Osmose Online Joint Use Dashboard (see Appendix A for more details).

5. Project Management Team

Osmose recognizes the importance of this project to Mason PUD. As such, our organization is structured to provide the proper management to support it with a fully qualified Project Manager, Field Team, and delivery team. The following is an overview of Osmose's proposed organizational structure designed to clearly define roles, responsibilities, enforce clear ownership of tasks and provide an efficient mechanism for escalation when needed. Resumes can be provided as needed.



Jeff Giffen - Vice President-Engineering

Jeff will be utilized on this project as having the overall responsibility for field operations and operational support.

Jennifer Young - Project Director

Jennifer and project managers from her team will be utilized on by providing overall reporting and operational support for the project, and acting as a liaison between Osmose, pole owners and other project stakeholders maintaining constant communication and ensuring the project and resultant data meets our customer's requirements.

Adam Ray – Director Project Delivery

Adam will be utilized on this project to provide the data model, ensure data quality, delivery, and invoicing oversight for this project.

Delivery Supervisor

If awarded the work, Osmose can provide a resume outlining our proposed Delivery Supervisor's experience and qualifications. At a minimum, this individual will have Geographic Information Systems (GIS) expertise, data management experience, and training on the equipment and tools to be used for the project.

Delivery Technicians

At a minimum, these individuals will have Geographic Information Systems (GIS) experience, data management experience, and training on the equipment and tools to be used for the project.

Mike Dodge - General Manager-Technical Operations

Mike will be utilized as the overall field operational support and oversight. All field supervisors and technicians will fall under his responsibility.

Field Supervisor

If awarded the work, Osmose can provide a résumé outlining our proposed Field Supervisor's experience and qualifications. At a minimum, this individual will have overhead facilities, make-ready and NESC recognition, Safety and formal training in performing the work required by our customers. The Field Supervisor will be responsible for the team of field technicians. They will be responsible for initial training, performing QA/QC on field technicians' work, coordinating data deliveries to/from the field and acting as the day-to-day field liaison between Field Operations and Osmose Project Management, Engineering and the Customer. It is expected that they will spend a portion of their time at the onsite office location coordinating data deliveries, ensuring proper posting and closeout of records and liaising with the customer.

Field Technicians & QC Technicians

If awarded the work, Osmose can provide résumés outlining our proposed Field Technicians' experience and qualifications. At a minimum, these individuals will have overhead facilities recognition, safety, equipment and tools, and formal training in performing the work required by our customer. QC Technicians will be more senior resources with experience and a proven track record on previous projects.

The Field Technicians will be utilized on this project to perform the required day to day field data collection to support make the audit results with high quality and safety.

6. Schedule

Osmose will work with Mason PUD post contract award to build a project schedule that works for both companies.

Price Schedule

Item	Per Item
Pole Audit Per Pole	\$12.86
Post Audit Verification	\$N/C
Back Office Admin Hourly	\$65.00
Field Tech Hourly and Truck	\$101.35

Additional Notes and Assumptions

1. Pricing in this proposal is valid until July 2021.
2. Prices listed above is all inclusive:
 - a. Workshops, data deliverables
 - b. Initial communications with attaching companies on audit results
 - c. Configuration, hosting and administration of Osmose360 (Audit) for Mason PUD and its Attachments.
3. The Field Hourly Rate will be applied when needed to perform standby when managing any Hazardous Conditions.
4. Osmose's proposal was structured with our non-signatory technical services technician field crews performing this work. If union signatory crews are required, Osmose reserves the right to revise and resubmit pricing.
5. Contractor warrants to Owner that the Work under this Contract shall be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Work is performed so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Contract and related specifications. Contractor shall use appropriate numbers of personnel with suitable training, education, experience and skill to perform the Work in accordance with the Contract requirements.
6. Contractor warrants that the Field Survey Work is substantially accurate at the time it is performed; however, Owner recognizes that Contractor can only detect and report on conditions at the time of the Work is performed. Changes in conditions may result in a change in the results of the Work. Owner acknowledges that Contractor's Work will only be accurate as of the date of performance.

Appendix A: Overview of Osmose Software Solutions

Osmose360 (Audit)

In addition to the required deliverables, as an optional deliverable, Osmose can also post the results of the field audit to its Osmose360 (Audit). This online tool has proved invaluable for our customers as they work towards updating, reconciling and defending joint use audit results with third-party attachers. The online viewer provides a geospatial viewer deployed on a secure website allowing all customer stakeholders to view pole and attachment audit results by owner on a detailed map.

Osmose360 Audit is a secure, web-based mapping solution that allows our customers and its 3rd party attachers to view a map of the poles visited during the project and their associated attachments. This kind of geographic view, accessible through a standard web browser, allows pole owners to view attachment results in a spatial format that clearly displays the locations of the poles in terms of geographic/regional boundaries.

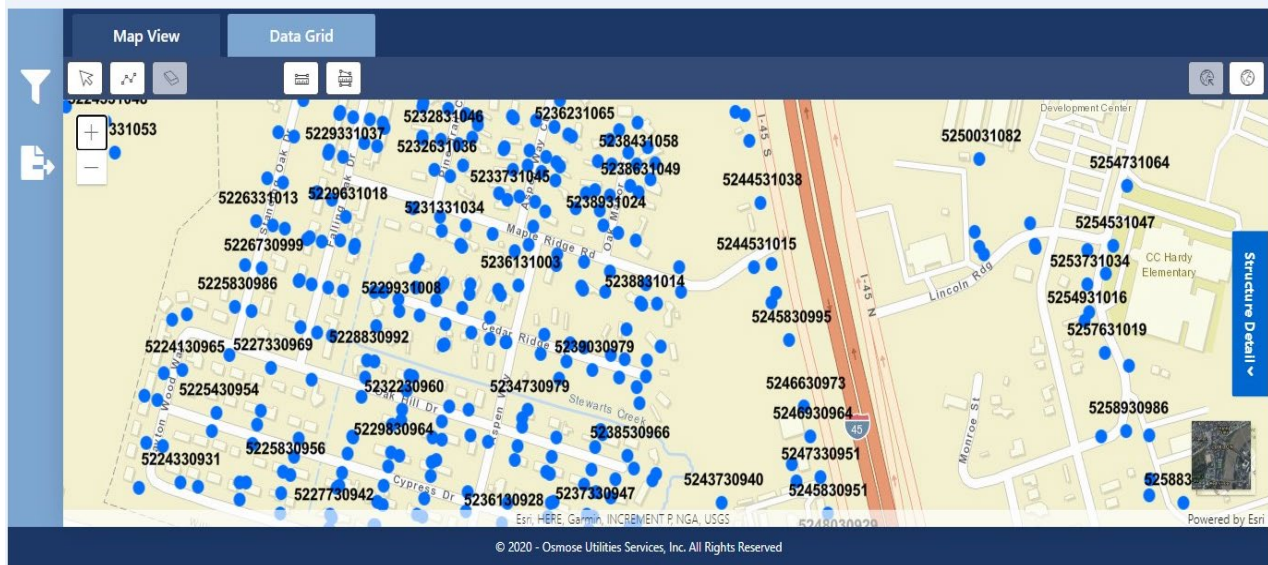


Figure 1: Overview Osmose360 (Audit) User Interface in Standard Web-Browser

The Joint Use Viewer is one of many value-add solutions deployed through Osmose's "Osmose360" customer portal. The Viewer application empowers Pole Owners to view the progress and results of the attachment audit in the field. The dashboard:

- Enables all levels of Pole Owner personnel (as well as attaching companies of their choice) to better communicate with each other
- Users can view results of the audit and work together to reconcile discrepancies in a user-friendly, map-based visual reporting tool without the need for installing software

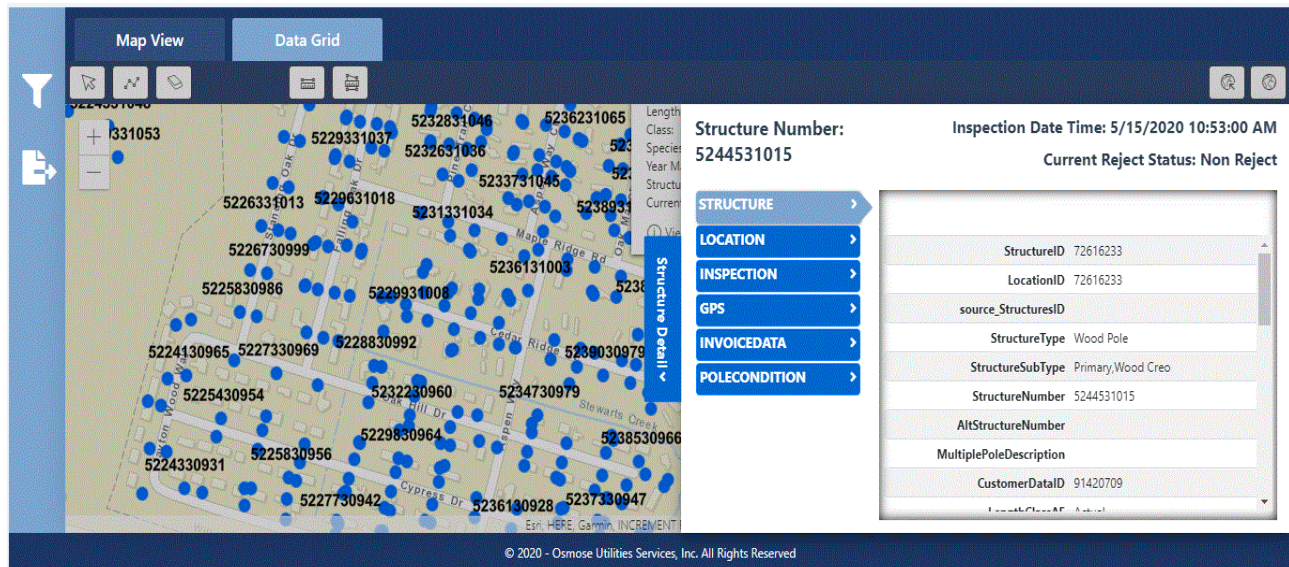


Figure 2: Display Landbase Imagery and Pole Images to Support Closer Reviews of what's on the Pole

The screenshot displays the Osmose360 Audit software interface in the 'Data Grid' view. The top navigation bar includes 'Map View' and 'Data Grid' tabs. The main data grid shows a list of poles with columns for StructureType, StructureSubType, StructureNumber, LengthClassAE, Length, and Class. The 'Structure Detail' panel on the right shows information for Structure Number 5244531015.

StructureType	StructureSubType	StructureNumber	LengthClassAE	Length	Class
Wood Pole	Secondary,Wood	5243731020	Actual	35	5
Wood Pole	Secondary, Wood	5239031059	Unset	17	UNK
Wood Pole	Secondary, Wood	5238731015	Unset	18	UNK
Wood Pole	Secondary,Wood Creo	5236731000	Actual	30	7
Wood Pole	Secondary, Wood	5238831014	Unset	20	UNK
Wood Pole	Secondary, Wood	5235631025	Unset	30	UNK
Wood Pole	Secondary, Wood	5236531048	Unset	17	UNK
Wood Pole	Secondary,Wood Creo	5238431058	Estimate	30	7
Wood Pole	Primary,Wood Creo	5245031020	Actual	45	4
Wood Pole	Primary,Wood Creo	5239131034	Actual	40	5
Wood Pole	Secondary, Wood	5238631049	Unset	18	UNK
Wood Pole	Secondary,Wood Creo	5236231001	Actual	30	7

Figure 3: Data Grid View of attributes

Osmose360 Audit allows multiple users (pole owners, attaching companies) to access the information simultaneously and will enable Pole Owner personnel to perform the following types of tasks:

- ✓ View locations of poles visited in the field, positioned over detailed street maps or aerial imagery

- ✓ Complete pan and zoom capabilities of the pole/landbase information
- ✓ Click on a pole to view its attributes
- ✓ Execute queries (either pre-defined or user defined) against the data and highlight the results symbolically on the map
- ✓ Print query results or map viewport
- ✓ Allow multiple users access to data via a secure password-protected Internet connection
- ✓ Incorporate optional digital imagery into a map view

Benefits Associated with Osmose360 Audit

Some of the benefits associated with the Osmose360 Audit include:

- secure, password protected environment
- Map information can be queried and printed
- Requires no investment in hardware or software and no need to load data (Osmose360 Audit reduces IT costs of managing administrative rights, access privileges and approvals for software installation, and is compatible with all major operating systems)
- The ability to support predefined queries and views allowing Pole Owner personnel or third party attaching companies to derive additional data during the reconciliation process.
- Accessible from any computer with internet access (available to all authorized personnel, from any computer in your office, at home, or in a lineman's truck)
- Osmose 360 Audit (including the Map Viewer, requires no software purchase of any kind and is offered as a value-added Project Management/Reconciliation tool.to support our customers' project objectives.

Osmose "Data Collection Tool" (DCT)

To collect data during the field survey, Osmose Field Technicians/Engineers will be equipped with tablet devices which will be integrated with our DCT Mobile data collection software.

DCT provides an efficient means of collecting and updating network data and reduces the time and expense of performing data collection and data maintenance tasks. In addition, DCT is configurable for any type of project or data model. All types of GIS information can be viewed or captured in DCT, including pole information, joint use information, GPS locations, digital photos, etc. Source data from GIS, CIS, or any other information system can be incorporated into a project using DCT.

Data collected in DCT is mapped into the customer's personal Geodatabase, shapefiles, or other database, preserving the original data model and formatting.

Rather than placing individual components and managing those components and their relationships as CAD and GIS systems do, DCT uses the Point of Network Interest ("PONI") system to store and manage network data. This approach allows the field technician to collect or verify large volumes of network data quickly and accurately, and eliminates the laborious tasks of managing layers and selecting individual objects that are required in a CAD or GIS.



A PONI, in the simplest sense, is an object that is used to organize information about a particular point in the network. A typical PONI may include information about a pole at a specific site, including the pole's GPS position together with information about the pole's attachments, associated devices, and so forth.

In addition to simplifying the display of network information on a handheld device, use of the PONI system streamlines data capture by automating many processes that would otherwise be manual. Objects associated with the PONI, such as poles, foreign attachments, and other network features, can be easily added and deleted. Values for these objects are logged in an organized interface that is easy to learn and use.

Appendix B: Similar Experience

Detroit Edison – Joint Use Attachment Survey



Osmose performed a joint use audit for DTE on approximately 1,000,000 poles over 14 months. In addition to performing field data collection to support reconciling and billing of attachments, Osmose submitted invoices and coordinated with DTE's attachers to obtain prompt payment. One of the mechanisms used to facilitate this effort was the deployment of Osmose's Online Data Center, web-based mapping and reporting platform.

The tool was used to communicate with DTE and their attaching companies, illustrate the location of the company's attachments (on the map, and via associated images of the pole), and streamline the reconciliation process. Data was collected using Osmose's FastGate Mobile Joint Use data collection software. Osmose was the Prime Contractor on this project (there were no subcontractors).

Ameren Services Company- Joint Use & NESC Violation Audit



Osmose performed a joint use attachment inventory to verify attachment owner, count and any NESC violations if present. When violations were identified, Osmose has created the NJUNS ticket directly in NJUNS using Ameren access information. Ameren Illinois serves 1.2 million electric customers within a 43,700 square-mile territory. This project had a total volume of roughly 347,000 poles.

National Grid New England – 3rd Party Application Management



Osmose currently manages engineering, design, and work management for all aerial joint use applications for National Grid USA Service Company, Inc. ("National Grid") on approximately 1.2 million poles throughout its Massachusetts, Rhode Island, and New Hampshire service territories. For these applications, Osmose provides engineering, pole load screening, comprehensive pole loading, make ready design, GIS updates and work management services as components of a turnkey service for National Grid. In these service territories, Verizon co-owns almost all of the poles and Osmose is required to negotiate the scope of make ready designs of each attachment application submitted by third parties with Verizon before a make ready estimate and attachment license is finalized. Osmose designs and negotiates make ready construction on thousands of poles each year.

AvanGrid

Osmose is currently providing make ready survey, design and work management services for incoming applications for attachment in portions of AvanGrid's New York service territory in support of the large, aggressive NYS Broadband for All initiative. This work is currently under contract and covers thousands of make ready designs and work orders annually.



Austin Energy

Osmose provided application preparation services to Austin Energy applicants. From 2013-2018 Osmose processed over 60,000 poles across an aggressive schedule in support of a large fiber build. Our project scope included a field survey, pole loading analysis, make ready design, construction prints, bill of materials preparation and make-ready design discussions with the applicant.



About Osmose

We are field technicians, professional engineers, wood scientists, data scientists, corrosion experts, and project managers leveraging more than 80 years of expertise to identify and solve structural issues that impact your asset health, system resiliency, and help you meet your commitment to provide safe, reliable, affordable service.

We make utility structures safer, longer-lasting, and more resilient. We help structure owners mitigate risk and manage challenges through innovation and execution. We believe there's an optimal approach to minimize risk and maintain the strength and resiliency of your system, and we can help you find it.

History

From a storefront on East Huron Street in Buffalo, New York with a single wood preservative patent. Now headquartered in Peachtree City, Georgia, Osmose has emerged as a well-known and respected company; a leading service provider safeguarding North American utility infrastructure. Since our humble beginning in 1934, Osmose has continued to meet evolving customer needs through hard work and innovation.

- In 1965, the first iteration of the truss was developed to restore strength to poles weakened by decay. It was little more than an oil pipe cut in half length-wise, some of which are still in service today!
- In 2000, Osmose expanded expertise on the below-grade structural condition of utility assets and launched a line of "corrosion services" - assessing, coating, and restoring steel structures.
- In 2008, Osmose set a new standard of performance for preservative systems with the release of MP400- EXT® which improved preservative protection for in-service poles while also fulfilling Osmose's environmental commitment to reduce toxicity in its products.
- In 2018, Osmose released Osmolytics™, an advanced predictive modeling software that uses decades of inspection data and environmental information for both wood and steel utility structures.

Read more about our history, our people, and our services at osmose.com.

Our Commitment



Safety

At Osmose, we prefer to talk about our safety culture rather than our safety program. A safety program implies a set of rules that people are required to follow, often reluctantly. A safety culture implies that safety is a way of life at Osmose, and it absolutely is. It's how we think and how we approach our jobs every day, not because that's what is required, but because that's who we are.



Quality

Osmose believes a quality product or service is one that is what you, the customer, expects, delivered when you expect it. Our customers value and expect quality; they do not expect to have to ask for it or pay extra for it. Quality, therefore, is the basis for customer satisfaction and critical to the success of Osmose.



Environment

Osmose is dedicated to the conservation of utility resources and strives to create a culture of environmental awareness both as a product developer and a service provider. We support the research and development of products and services that extend the safe and reliable service lives of structural T&D assets for many years beyond expectations.



Supplier Diversity

Osmose understands and appreciates the importance of diverse suppliers and is committed to pursuing business relationships with such enterprises through our supplier diversity program. The goal of this program is to promote the utilization and development of small and minority businesses both within our organization and industry.



Industry Involvement

At Osmose, our goal is to encourage innovation and advance knowledge to better serve our customers. To facilitate these goals, Osmose employees regularly participate in and serve on several committees and task groups, including ASTM, AWP, EEI, NACE, and IEEE.

Acceptance of Proposal

To accept the attached proposal as written and authorize the work to be performed, please fill out, sign and return this page via email to Osmosecontracts@Osmose.com. This price proposal is valid for 90 calendar days from the date of the proposal.

SIGNATURES

We hereby accept the attached proposal as written and authorize Osmose Utilities Services, Inc. to perform the work. Osmose will perform the work in accordance with the terms and conditions under Osmose's Professional Services Agreement, once executed.

AUTHORIZED SIGNATURE	
PRINTED NAME	
DATE	
COMPANY NAME	PUD No. 1 of Mason County

OSMOSE CONTACT

If you have any questions or would like to discuss this proposal in more detail, please contact:

NAME	Jeff Penrod
TITLE	Director Business Development
PHONE	(208) 220-4893
JOB #	1034260
PROJECT DESCRIPTION	JOINT SERVICES POLE AUDIT

All Products & Services

Wood Structure Services

Wood Pole Inspection

- Strength Assessment (Decay/Damage Assessment)
- Load Assessment
- Ground Resistance Testing
- Grounding Improvements
- Groundwire Repair
- Groundwire Molding Installation
- Guy Inspection and Repair
- Guy Anchor Inspection

Remedial Treatment/Life Extension

Infrared Inspections

FireGuard® Application

Tag/Marker/Sign Installation

Surveys and Audits - O/H Facilities, Clearances, Safety

Pole Restoration and System Hardening

- Restoration of Decayed Poles

Pole Class Upgrading

Steel Structure Services

Steel Pole and Tower Assessment

- Structural Condition Evaluation
- Corrosion Potential (Environmental) Evaluation

Substation Assessment and Restoration

Corrosion Mitigation

- Application of Protective Coatings
- Installation of Cathodic Protection

Engineered Restoration Design and Installation

- Concrete Foundation

Steel Tower and Pole

Underground System Services

Padmount/Cabinet Inspection and Maintenance

- Cabinet Repair and Painting
- Cabinet Leveling
- Insect and Vegetation Control
- Tag and Decal Replacement

Manhole/Service Box/Vault Inspection and Maintenance

- Minor Maintenance and Repairs
- Conductor Tagging and Marking

Isolation Transformer Installation

Engineering Services

Structural Load Analysis and Design

Pole Replacement Design

Distribution Design

System Studies and Hardening

Field Inventories

Joint Use Services

Attachment Audits

Attachment Agreement Review

Audit Cost-Recovery and Attachment Rental (Billing)

Transfers, Double-Wood, Violation Notification and Remediation

Attachment Request Processing and Notifications

Pole Loading Analysis and Clearance Evaluations

Make-Ready Design and Work Order Creation

Turnkey Program Management

Other Services and Products

Osmolytics (Asset Management Predictive Modeling)

Project Management

Storm Response Services

Distribution System Inventories

Streetlight Surveys

Osmose Pole and Line Products

- Pole Restoration Products
- Pole Top Protection
- Fire Retardant Products
- Remedial Treatments and Inspection Supplies

Osmose Utilities Services, Inc.

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement"), dated as of April 2, 2021 the "Effective Date"), is entered into by and between **OSMOSE UTILITIES SERVICES, INC.**, a Delaware corporation with a place of business at 635 Highway 74 South, Peachtree City, Georgia 30269 ("Contractor"), and **PUD NO. 1 OF MASON COUNTY**, a public utility district with a place of business at 21971 North Highway 101, Shelton, Washington ("Owner"), jointly referred to as the "Parties", and individually a "Party".

In consideration of the mutual promises and conditions contained in this Agreement, the Parties mutually agree as follows:

- 1.0 **Contract Documents:** The term "Contract Documents" shall mean this Agreement, Contractor's proposal, any associated amendments, any Statement of Work defined in writing by the Parties, and any other separate document mutually agreed to and executed by the Parties that are now or hereafter agreed to and signed by the Parties and that may contain, without limitation, a specific description of the scope of the project, pricing assumptions, Source Materials (as defined below), and/or the Data Deliverables (as defined below). The Parties agree that the Contract Documents shall be incorporated as part of this Agreement. Furthermore, in the event that a Statement of Work is developed and executed between the Parties, the Statement of Work shall supersede and replace all prior correspondence including, but not limited to, Contractor's proposal and any associated amendments. In the event of inconsistent or contradictory provisions among any of the Contract Documents, inclusive of Owner's purchase order, the provisions of this Agreement shall take precedence.
- 2.0 **Supplemental Terms and Conditions:** In the event that Owner desires services from Contractor that fall outside the scope of this Agreement, Contractor will submit supplemental terms and conditions for such services. The terms and conditions of this Agreement shall be overridden by any supplemental terms and conditions that are submitted by Contractor and approved in writing by both Parties.
- 3.0 **Work:** Contractor shall furnish all supervision, labor, tools, equipment, and materials necessary or required to perform the work on Owner's infrastructure including, but not limited to, wood poles, steel or metal poles, steel towers, and/or underground/surface mounted electrical equipment (collectively the "Structures" and/or individually referenced by specific structure type as applicable) as described in Contractor's price schedule and in accordance with the specifications set forth in the Contract Documents (collectively the "Work").
- 4.0 **Source Materials:** For the purposes of this Agreement, "Source Materials" shall mean the data which Owner may have available including locations of the Work sites and other data pertinent to the Work. Whenever applicable and requested, Owner, without charge, shall furnish or make available for examination or use by Contractor any Source Materials which Contractor may need during its performance of the Work. Specific Source Materials needed by Contractor will be further defined in the Contract Documents.

Osmose Utilities Services, Inc.

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5.0 **Contractor Fees:** Owner agrees to pay Contractor, and Contractor agrees to accept as full compensation for the Work performed and materials used, the fees set forth in or otherwise calculated in accordance with the rates set forth in Contractor's price schedule which are incorporated into the Contract Documents. Notwithstanding the foregoing, if during the term of this Agreement, unforeseen economic conditions (including but not limited to, fuel and raw material price increases, energy, government or regulatory charges, etc.) change Contractor's cost of providing products and/or services to Owner, Contractor may increase its rates and charges or impose applicable surcharges to cover such increased costs. Furthermore, Owner shall be responsible for all applicable sales taxes, unless it provides to Contractor a valid exemption certificate or other documentation satisfactory to Contractor reflecting a sales tax exemption. If the Work is subject to a gross receipts or other similar tax, said amount shall be added to the pricing.

6.0 **Contractor's Invoicing and Payment Terms:**

6.1 **Invoicing:** The invoicing and payment terms shall be those set forth in the Contract Documents. In the event said terms are not set forth in the Contract Documents the below terms shall apply. Contractor shall prepare and furnish Owner with a detailed invoice of the number of billable items (as defined in the Contract Documents) for the covered period and the amount due.

6.2 **Payment Terms:** Owner shall pay Contractor the amount due upon receipt of the invoice. A service charge of the lesser of one and one-half percent (1½%) per month or the highest amount legally permitted will be added to all accounts balances not paid within thirty (30) days. Notwithstanding any language to the contrary, this service charge shall be governed by the laws of the State of Georgia.

7.0 **Commencement of Work and Project Schedule:**

7.1 **Commencement of Work:** Contractor shall not commence the Work until it has received written notice from Owner to proceed.

7.2 **Project Schedule:** Contractor shall perform the Work in accordance with the Contract Documents, specifying the dates and time periods by which specified portions of the Work shall be completed, which shall either be as previously agreed and included in the Contract Documents, or as mutually agreed prior to commencement of the Work. Should either Party reasonably desire changes to the Contract Documents at any time due to a *Force Majeure*, as defined in Section 21.0, the Parties shall promptly discuss such changes and use their best efforts to prepare modified Contract Documents mutually acceptable to them. The current applicable Contract Documents as approved by Contractor and Owner shall be signed and dated by authorized representatives of each Party and shall constitute the Contract Documents for purposes of this Agreement.

Osmose Utilities Services, Inc.

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Except as may be required pursuant to Section 22.0, no change to the Contract Documents shall be effective unless mutually agreed to by the Parties and set forth in a written agreement signed by both of them.

8.0 Project Scope and/or Schedule Changes: Any project scope and/or schedule change must be mutually agreed to by both Owner and Contractor. Procedures for establishing a change to either the project scope or schedule or both will be accomplished in accordance with the Contract Documents and must be agreed to, in writing, by both Parties. Based on the change(s) made to the Contract Documents, prices may be subject to change.

9.0 Deliverables and Owner's Acceptance of Data:

9.1 Data Deliverables: For the purposes of this Agreement, "Data Deliverables" shall be defined as all Structure data, studies, reports, sketches, drawings, and other required documentation collected, prepared, and/or created during Contractor's performance of the Work as required and defined in the Contract Documents. All Data Deliverables shall conform to the specifications and acceptance criteria set forth in the Contract Documents at the time of delivery. In particular, data to be delivered by Contractor as part of the Data Deliverables described in the Contract Documents shall be delivered to Owner in accordance with delivery frequencies outlined in the Contract Documents. Contractor's Data Deliverables will be further specified and defined in the Contract Documents.

9.2 Owner's Acceptance of Data: Unless otherwise specified in the Contract Documents, Owner shall have ten (10) business days following receipt of each Data Deliverable to accept or reject such Data Deliverable based on the specifications and acceptance criteria set forth in the Contract Documents. Owner shall give Contractor written notice of rejection of any Data Deliverable specifying the reasons the acceptance criteria have not been satisfied. Any Data Deliverable not rejected by Owner in writing within ten (10) business days from delivery will be deemed accepted.

10.0 Project Pricing Assumptions: Assumptions used in developing the project scope and associated pricing may be set forth in the Contract Documents. The pricing set forth in the Contract Documents is firm unless otherwise specified within the Contract Documents.

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- 11.0 **Additional Owner Obligations:** Owner shall: (i) be responsible for supplying all Source Materials required for the completion of the Work in a timely and continuous fashion so as to permit Contractor to perform the work in accordance with the Contract Documents; (ii) examine all Contract Documents, Data Deliverables, and other documents pertinent to the Work which are presented to Owner by Contractor and render in any necessary decisions in writing within a reasonable time so as not to delay Contractor's performance of the Work; (iii) designate a Project Manager to act as its representative with respect to this Agreement who shall be given complete authority to transmit instructions, receive information, execute change orders and/or supplemental agreements, and interpret and define Owner specifications with respect to the Work (Owner shall give Contractor written notification of any change in the designation of the Project Manager); and (iv) assist Contractor in obtaining approval of necessary permits from all governmental authorities or agencies having jurisdiction over the type of Work to be performed by Contractor; provided however, Contractor shall be primarily responsible for obtaining such approval and permits.

Should Owner fail to comply with any of the undertakings contained in the foregoing paragraph, Contractor will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of Owner to comply with such undertakings, provided Contractor shall have notified Owner in writing of its desire to extend the time of completion in accordance with the foregoing; should such delay cause an increase in costs to Contractor, Contractor shall be reimbursed by Owner for such costs.

- 12.0 **Termination:** Either Party may terminate this Agreement upon thirty (30) days written notice served upon the other Party by registered mail. Upon expiration of such thirty (30) day period, all Work under this Agreement shall cease. Upon termination, Contractor shall issue a final invoice and Owner shall pay Contractor for all Work performed through the end of the thirty (30) day notice period.
- 13.0 **Independent Contractor:** Contractor shall at all times be an independent contractor for all purposes under this Agreement, including without limitation in connection with the performance of labor and services under this Agreement.
- 14.0 **Compliance with Laws:** Contractor shall promptly pay all wages due to its employees, shall obtain all licenses and permits required by law and shall otherwise comply with all ordinances, laws, orders, rules, directives and regulations made by any governmental authority or regulatory body pertaining to the Work.
- 15.0 **Contractor's Insurance:** Throughout the term of this Agreement, Contractor shall maintain in full force and effect, in amounts reasonably satisfactory to Owner and otherwise in compliance with applicable law, the following insurance coverages: workers' compensation, commercial general liability (including public liability, personal injury, property damage and contractual liability) and automobile liability.

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Prior to the commencement of the Work, Contractor shall furnish Owner with a certificate evidencing said coverages. Notwithstanding any language to the contrary, any insurance coverage provided by Contractor shall not cover Owner for any negligent acts or omissions of Owner, its employees or agents.

16.0 Indemnification:

16.1 Contractor Indemnification: Contractor shall indemnify, defend and hold harmless Owner, its officers, employees, representatives and agents, from and against all liability, loss, damage or expense resulting from any claim, suit or action for personal injury (including death) or damage to property caused by or arising out of any negligent act or negligent failure to act by Contractor, its employees, or agents, in connection with the performance of the Work. In the event of the joint and concurrent negligence of Contractor and Owner, each Party shall be responsible for the percentage of negligence attributed to it by agreement between the parties or in a court of competent jurisdiction. Notwithstanding any other language to the contrary, in no event shall Contractor be responsible for or be required to defend, indemnify or hold harmless Owner from and against any claim for personal injury (including death) or damage to property or loss of use thereof which occurs more than one (1) year after completion of the Work. Owner agrees to give Contractor written notice of any claims received within ten (10) days after Owner first discovers or receives notice of a claim. If Owner fails to provide such notice, Contractor shall not be required to defend, indemnify, or hold harmless Owner.

16.2 Owner Indemnification: Owner shall indemnify, defend, and hold harmless Contractor from and against any and all claims, actions, judgments, settlements, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to any allegation that (i) any of Owner's documents, information, data, or instructions to use systems or methodologies furnished, delivered or made available to Contractor in connection with the performance of the Work contain any material errors, omissions or inaccuracies that are unknown to Contractor and/or (ii) is in violation of, or contributes to the violation of, any patent, copyright, trade secret or other proprietary right of a third party. Contractor agrees to give Owner prompt written notice of any claims received.

17.0 Warranty:

17.1 Contractor's Warranty: Contractor warrants to Owner that (i) all Work provided under this Agreement shall be performed in a skillful and workmanlike manner and (ii) all Data Deliverables, at the time they are delivered to Owner, shall comply with all specifications and acceptance criteria set forth in the Contract Documents.

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Contractor further represents and warrants to Owner, for a period of six (6) months following Owner's acceptance of the each Data Deliverable, that the Data Deliverable(s) will conform to the specifications set forth in the Contract Documents and shall be free of material errors and omissions, provided that neither Owner nor any other party has materially altered any such Data Deliverable in any way and no such Data Deliverable has been altered or affected in any way by being loaded onto or maintained on Owner's computer system. If any Data Deliverable is found not to conform to the specifications, Contractor shall correct such error or omission without cost to Owner.

- 17.2 **Warranty Disclaimer; Limitation of Liability:** EXCEPT AS EXPRESSLY PROVIDED IN SUBSECTION 17.1, CONTRACTOR MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE WORK OR DATA DELIVERABLES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL CONTRACTOR, ITS AFFILIATES, OR ANY SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGE WHATSOEVER RESULTING OR ARISING FROM THE LOSS OF USE, DATA, PROPERTY, EQUIPMENT, GOOD WILL OR PROFITS, INCREASED COSTS OR CLAIMS OF CUSTOMERS OF OWNER. FURTHERMORE, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR AND ITS SUBCONTRACTORS AND SUPPLIERS ARISING FROM THE PERFORMANCE OR A FAILURE TO PERFORM WORK PURSUANT TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, INCLUDING ALL EXPENSES INCURRED OR PAYABLE BY CONTRACTOR IN SATISFACTION OF ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT.
- 18.0 **Confidentiality:** The terms of this Agreement shall remain confidential and shall not be disclosed by either Party to any person without the consent of the other Party or as may be required by law or order of a court of competent jurisdiction. The Parties acknowledge that, in the course of this Agreement, they may have access to and/or be in possession of Confidential Information of the other Party. "Confidential Information" shall mean information regarded by that Party as confidential, including without limitation information relating to its past, present or future research, development, sales and marketing, financial or business affairs and any proprietary products, materials or methodologies. Each Party shall hold in strict confidence, in the same manner as it holds its own Confidential Information of like kind, all Confidential Information of the other Party which may be disclosed to it or to which it may have access. Access to Confidential Information shall be restricted to those of each Party's personnel who have a need to know such information and its use shall be limited to the performance of this Agreement.

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The foregoing shall not prohibit or limit either Party's use of information of the other Party (including without limitation ideas, concepts, know-how, techniques and methodologies) which: (i) was previously known to it; (ii) was or is independently developed by it; (iii) was or is acquired by it from a third party having no obligation of confidentiality regarding the information; or (iv) is, or becomes, publicly available through no breach by it of this Agreement, or (v) is disclosed pursuant to law or the order, requirement or request of a court or government authority. This Section 18.0 shall survive termination of this Agreement for any reason.

- 19.0 **Ownership:** The Parties agree and acknowledge that Contractor may use proprietary materials of Contractor or third Parties in the preparation of the Work ("Proprietary Items") and that Owner shall not obtain any ownership rights in the Proprietary Items. All Work conceived or developed by Contractor in connection with Contractor's provision of services under this Agreement shall belong to the Contractor. Owner shall execute all documents that may be reasonably requested by Contractor in order to vest in Contractor all right, title and interest in the Work. Notwithstanding the foregoing, any Confidential Information of Owner that is used by Contractor in connection with the Work shall remain Confidential Information of the Owner. Subject to the terms of this Agreement, Contractor shall grant Owner a perpetual, royalty free license to use the Work provided that Owner agrees to treat all such materials as Confidential Information in the same manner that Owner treats its own confidential material, but in no event less than a reasonable degree of care. This Section 19.0 shall survive the termination of this Agreement for any reason.
- 20.0 **Notices:** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (i) when delivered by hand or confirmed facsimile transmission; (ii) one day after delivery by receipted overnight delivery; or (iii) four days after being mailed by certified or registered mail, return receipt requested, with postage prepaid to the appropriate address set forth in this Agreement or to such other person or address as either Party shall furnish to the other Party in writing in accordance with this Section 20.0.
- 21.0 **Force Majeure:** Except as specifically provided in this Agreement, neither Party shall be liable for any delays or other nonperformance resulting from circumstances or causes beyond its reasonable control and anticipation, including fire or other casualty, act of God, strike or labor dispute, war or other violence, acts of third Parties not within such Party's reasonable control and anticipation, or any law, order or requirement of any governmental agency or authority (collectively "Force Majeure"); provided however, that the Party whose nonperformance is excused under this Section 21.0 shall take commercially reasonable steps to circumvent such events of Force Majeure and shall resume performance immediately upon the cessation of the condition of Force Majeure which prevented such performance. In the event of a Force Majeure, Contractor's price schedule shall be automatically modified to adjust for any delays occasioned by the Force Majeure.

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- 22.0 **Severability:** If any term or provision of this Agreement is held illegal or unenforceable by a court of competent jurisdiction, all other terms of this Agreement shall remain in full force and effect, and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, Owner and Contractor shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.
- 23.0 **Jurisdiction/Choice of law:** The Parties hereby irrevocably submits to the jurisdiction of the United States District Court for the Northern District of Georgia or the Superior Court of Fayette County, Georgia, in any action or proceeding arising out of or relating to this Agreement. This provision shall survive the termination of this Agreement for any reason. The Parties further agree that this Agreement and all matters arising out of, directly or indirectly, or related to this Agreement will be governed by and interpreted in accordance with the laws of the State of Georgia.
- 24.0 **Miscellaneous:** This Agreement constitutes the entire agreement between the Parties relative to the subject matter contained in this Agreement. None of the terms of this Agreement shall be changed, waived, superseded or supplemented, except in a written document signed by the Parties hereto. Each Party acknowledges that it has participated in the negotiation and preparation of this Agreement and has had the opportunity to have its counsel review this Agreement. Therefore, neither Party shall be deemed to have drafted this Agreement and the customary rule of construction resolving ambiguities in the language against the drafting Party shall not apply.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth at the beginning of this Agreement.

OSMOSE UTILITIES SERVICES, INC.

PUD NO. 1 OF MASON
COUNTY
(Owner)

(Contractor)


Signature

Signature

David R. Hagley

Print Name

Print Name

Senior Vice President

Title

Title



Media Release

**For Immediate Release
March 31, 2021**

Mason PUD 1 and Skokomish Indian Tribe Receive Grant for Zero Emissions Vehicle Partnership



Potlatch, WA – Continuing its focus on community partnerships and clean energy projects, Mason County PUD No. 1 has received a grant from Bonneville Environmental Foundation (BEF) of just over \$23,000 to partner with the Skokomish Indian Tribe on the installation of zero emission vehicle (ZEV) chargers at the Lucky Dog Casino. The PUD and Tribe were selected for the grant because their proposal met two of the *Zero Emissions Vehicle Innovation Program's* funding priorities: developing electric vehicle charging infrastructure in rural and underserved communities, and community engagement to promote the benefits of electric vehicle ownership.

"Bonneville Environmental Foundation has been a clean energy partner of PUD 1 and the Skokomish Tribe for several years now, assisting with the solar project at the Skokomish tribal center and two community solar projects at the PUD," stated Kristin Masteller, general manager of PUD 1. "BEF's targeted outreach in this grant

cycle to rural and underserved communities highlights their commitment to eliminating disparities in ZEV ownership and reducing carbon emissions."

This is the second grant the PUD has received from BEF and the third project they have partnered on with the grantmaking nonprofit agency. However, this is the first time the PUD, Tribe and BEF have worked together on a non-solar project. "Power in the Pacific Northwest is largely carbon free, thanks to hydropower. So, when we look for measurable reductions in carbon emissions in our state, electrifying the transportation sector is a large focus. Installing ZEV infrastructure is one way that low cost, carbon free hydropower can enhance and support ZEV ownership in Mason County," Masteller said. "ZEV owners that charge in Mason County are not only making the choice to use electricity instead of gasoline, but they're also charging up with energy that is already over 95% carbon free."

In the grant proposal, the PUD and Tribe highlighted the benefit to strategic tribal initiatives that also have far reaching benefits to all of Mason County. ZEV infrastructure encourages urban sprawl into rural areas for tourism, which supports the tax base and businesses throughout the county and is also a major

source of income for the Tribe. The reduction of carbon emissions and decline in fuel usage result in cleaner air and less pollution for the Hood Canal and Puget Sound; both of which are crucial ecosystems for tribal fisheries and environmental initiatives. Situated on the highway at the gateway to the Olympic Mountains, the Skokomish Tribe's Lucky Dog Casino and adjacent Twin Totems convenience store are a major stop for locals and travelers on the Highway 101 corridor. The grant will fund 75% of the costs to install two Level 2 pedestal chargers, security lighting, and signage, with the Tribe assuming the other 25% of the project cost.



“We have been working towards offering electric car charging on the reservation and in this area for quite some time. We are excited to finally offer this service, and we continue to work towards developing businesses with convenience and modern amenities in mind,” stated David Owens, CEO for Skokomish Indian Tribal Enterprise, Inc.

Masteller noted that in 2019, the American Public Power Association featured a partnership with Nissan for a rebate worth thousands of dollars off the purchase of new Nissan Leaf vehicles for customers who live in a public power community. “It is our hope that these types of incentives continue to materialize, and as more used electric vehicles begin to make their way into the market, that we can connect people with opportunities to make ZEV ownership affordable and accessible. It’s a win for the environment, it’s a win for household budgets, and it helps the Tribe and the PUD meet both of our missions to serve our members and customers,” she said.

###

Since 1935, PUD 1 has provided non-for-profit electric, water, and wastewater services to approximately 8,200 customers in Mason and Jefferson counties. The District’s mission is to provide customers with safe, reliable and valued utility services.

For more information, contact:

Kristin Masteller, General Manager
Mason County PUD No. 1
kristinm@mason-pud1.org
(360) 877-5249

David Owens, CEO
SITE, Inc.
dowens@siteincorporated.com



**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

March 31, 2021

Skokomish Tribal Council
80 N. Tribal Center Rd.
Shelton, WA 98584

Dear Council Members,

Thank you for agreeing to vaccinate our essential utility employees. Your generosity has helped us safeguard our workforce and helped ensure the safety and continuity of power and water service to our ratepayers across Mason County.

On a separate note, we are pleased to hear that the electric vehicle charging stations project has been completed at the casino. That is a great amenity to provide to tourists and Mason County residents. We are glad that the PUD could collaborate with the Tribe on the grant and project.

Again, thank you. We appreciate your partnership.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Sheetz'.

Mike Sheetz
President

A handwritten signature in purple ink, appearing to read 'Ron Gold'.

Ron Gold
Vice President

A handwritten signature in blue ink, appearing to read 'Jack Janda'.

Jack Janda
Secretary

Mason PUD No. 1 honored for COVID response

Mason County PUD No. 1 was honored by AT&T and Government Technology for the District's response to the COVID-19 pandemic at a national Special Districts Summit, held virtually on December 15th.

According to Government Technology's website, the Special Districts Awards Program is designed to recognize innovation and leadership within special district agencies across the country. This year, the program was looking for notable examples of how special districts applied innovative technologies and leadership to response and recovery efforts as they relate to COVID-19. Hundreds of submissions were submitted from agencies across the United States. Mason PUD 1's general manager, Kristin Masteller, was invited to be a panelist at GovTech's virtual Special Districts West Coast Summit this past August, joining panelists from Orange County Transportation Authority in California and Pinellas County in Florida.

"I am very honored and proud that our small public agency out here on the Hood Canal was recognized alongside giant metropolitan districts like Orange County and New York Power Authority. It doesn't seem now like the actions we took when the pandemic started were that innovative, but they were extraordinary at that time," Masteller said. "We closed our doors to the public for the first time in 85 years. That's a big deal, and although most other agencies have now taken the same precautions to protect their employees and customers, we were the first ones to do that in Mason County and it was scary to take that leap. We didn't know how bad this pandemic would end up being and were wary of appearing like we were overreacting when we sent people home and split up our crews. It was absolutely the right thing to do though, putting the safety of people above operational norms, and we have reaped the benefits of it to-date with a healthy workforce and maintaining reliable utility services."



(Pictured L-R: PUD 1 commissioner Ron Gold, general manager Kristin Masteller, and commissioner Mike Sheetz. Not pictured: commissioner Jack Janda.)

The PUD's pandemic response plan was developed in transition, as an offshoot of the existing emergency response plan. Ron Gold, president of the PUD 1 board of commissioners, said, "We knew we needed to keep our employees safe so they could continue to do their jobs and keep the power and water on, so the board approved a pandemic leave policy to allow people to stay home if they were exposed, and to also set up office staff to work from home." Gold also noted that staff has put extra effort into keeping the public informed, as well as working to bring in grants and assistance funds to help customers who are struggling to pay their utility bills. "There are a lot of people that are struggling right now, and we are doing everything we can to keep their services on now and into 2021," said Gold. As part of the

April 5, 2021

Senator Tim Sheldon
P.O. Box 40435
Olympia, WA 98504

Representative Drew MacEwen
P.O. Box 40600
Olympia, WA 98504

Representative Dan Griffey
P.O. Box 40600
Olympia, WA 98504

Re: Capital Budget funding request for PUD utility relocates necessary for culvert repairs

Dear Senator Sheldon, Representative Griffey, and Representative MacEwen:

We, the elected commissioners of Mason County PUD No. 1 are seeking your support in addressing a pressing financial issue our public utility district as well as five other PUDs in Northwest Washington (Mason County PUD No. 3, Jefferson County PUD, Clallam County PUD, Grays Harbor County PUD, and Skagit County PUD) are facing related to State Department of Transportation culvert repair projects.

The six PUDs have requested inclusion in the state budget a total of \$11 million to address the significant and unexpected costs on PUDs for utility relocations required by the Culverts Decision during the 21-23 biennium. As you are aware, Mason PUD No. 1 is seeking federal funding to address the significant costs related to a project in our District. However, we recognize this funding may not be awarded in which case state funding in the Capital Budget would be essential to ensure the project proceeds in a timely manner without impacting the funding needed for other important infrastructure investments.

Under the terms of franchise agreements between WSDOT and PUDs, the utility is responsible for utility relocation costs. In the ordinary course of business, a utility relocation every few years can be managed within the capital construction budget of a PUD. However, the sheer number of fish barrier projects and the schedule required to comply with the Culverts Decision exceeds the resources of our collective PUDs.

These significant costs come at a time when PUDs, including Mason PUD No. 1, have experienced a decline in revenues and increasing arrearages due to the impact of COVID-19. We are extremely concerned about the cost impacts of the utility relocations for culvert repair projects on our already stressed customer base. Your support in securing dedicated funding in the Capital Budget to allow the culvert repair projects to move forward for all our PUDs in a timely manner while minimizing cost impacts on our shared constituents would be greatly appreciated.

We stand ready to work with you in support of budgetary solution to this pressing issue.

Sincerely,



Mike Sheetz
President



Ron Gold
Secretary



Jack Janda
Vice President



In December, Chelan PUD employees talked at Confluence Health in support of local healthcare workers.



Mason PUD 1 bought hand sanitizer from a local company, Hardware Distillery, who changed their business model to assist the Mason County community by filling the gap in the market for sanitizer.

Zoom meetings and virtual meetings worked great for Lower Valley Energy in Wyoming, but CEO and President Jim Webb plans on going back to in-person meetings and employees in the office. "The virtual meetings are starting to hurt the networking between people," he said.

Customer service procedures probably saw the most dramatic changes over the past year, and many of those changes, such as expanded online services, are around to stay. Electronic statements and payments increase efficiencies not just for the consumer, but also for the utility.

"Virtual customer service agents will be part of our workplace culture going forward," said Tacoma Public Utilities Director Jackie Flowers.

Though some have online fatigue after a year of Zoom, GoTo, and Teams meetings, virtual meetings will remain in one way or another at many utilities. Attendance for virtual town halls was very successful for Tacoma Public Utilities and Flowers said, "We will also likely retain elements of hybrid public meeting participation, allowing both in-person and remote comment."

At Fall River Rural Electric Cooperative in Idaho, CEO/General Manager Bryan Case agrees. "We continue to hold our monthly safety meetings, staff meetings, and board meetings virtually, which has reduced travel time for staff from our other offices," he said. "The process has worked well and the interaction from others attending remotely has been great."

Public Relations Manager Joanna Stelzig envisions Tillamook PUD also keeping the virtual meeting component, internally and externally. "Virtual meeting options make it simple to attend multiple meetings each day," she said.

But not everyone sees continuing virtual meetings as a plus because a world of virtual meetings undoubtedly cuts out valuable face-to-face interactions and networking. "Being able to talk face to face at meetings, in the hall, or in an office creates new ideas and connections," said Webb. "Those that come back together as a team will succeed more after this."

Though the changes above have occurred to some degree at a lot of utilities, it's important to remember that this isn't true for all regions. Some of our most rural utilities weren't as affected by the pandemic and will not see many big changes, if any, post-pandemic.

"We were more minimally affected by the pandemic here," said Telly Stanger, general manager of Lincoln Electric Cooperative in Eureka, Mont. "Our kids were in school, we've been in the office 100%, and we haven't had many issues in the office. Life has been normal for the most part."

Community involvement

Public power utilities strive to be a beneficial part of the community, regardless of rural or urban settings, and having to cancel events last year was hard on so many. But through your resilience, opportunities, such as Columbia River PUD's spaghetti dinner (read more about it on pages 24-25), reinvented themselves into new—sometimes better—events! And some utilities saw an even closer relationship blossom.

"We have new partnerships that will continue long past the pandemic, like the accounts we set up so our crews have alternate stops for fueling trucks," said Mason PUD 1 General Manager Kristin Masteller. "We also made a very conscientious effort to spend every dollar we

possibly could locally. Those of us still working onsite order lunch several times a week from local restaurants so they'll hopefully still be there when the pandemic ends."

In Washington, several PUDs joined in creating free Wi-Fi hotspots to keep customers digitally connected. In Oregon, Hood River worked with the Hood River County School District to provide free internet connections to 45 income-qualified families with students for remote learning.

"The co-op and the district are now working on a proposal for grant funding to expand this program to even more families," said Calnon. "The pandemic has made it clear just how important high-speed internet access is for rural families today."

Columbia River PUD dusted off its Energy Education in Schools Program and placed the videos on YouTube for students to watch from home for free. "We used COVID as an opportunity to reintroduce that program with a few energy education videos that could be sent to teachers to use in their virtual lessons," said Community & Public Relations Specialist Kyle Boggs.

More than ever, employees didn't just step up at the office, but they also helped with their own time and money by donating to food banks and other programs. Fall River linepersons delivered lunches to frontline workers. Columbia REA donated \$50,000 to the local hospital to help with COVID-19 testing and prevention.

And the communities pitched in, too. Incredibly so! Many utilities saw donations increase for Round Up and other assistance programs—often times unsolicited.

continued

COVER STORY

Lower Valley has a beautiful story of a local church asking what it would take to bring all the 90-day and over delinquent accounts current. Webb said it would take a lot and thanked them for an earlier donation they had recently made. But the church insisted and paid off close to \$27,000 in delinquencies.

"It was the most generous act I've seen in my 26 years at the cooperative," said Webb. "It was incredibly heart-warming and speaks to the positive image Lower Valley has in our community."

Challenges going forward

Delinquent accounts will be one of the biggest challenges facing utilities. Some utilities transitioned assistance funds to emergency assistance funds. For those who could get it, CARES Act funding, LIHEAP funding, and PPP small-business loans helped, but oftentimes it hasn't been enough.

"Without a substantial relief package to eliminate the climbing debt, we're just kicking the can. These families aren't going to be able to dig themselves out of a \$3,000+ utility bill in the next 12, or even 24, months. And as a public agency, we can't forgive their balances," said Masteller. "There really needs to be a state or federal funding package that is specific to utility arrears—for power, water, wastewater, and internet—and not have it be commingled with housing funds."

The Washington state moratorium on late fees and disconnects currently lasts through July 31, but in other states many have begun collecting on those accounts.

Turlock Irrigation District General Manager Michelle Reimers says that again, communication is key. She explained how they have employees personally calling customers to discuss arrangements and provide assistance options. "In the fall of 2020, customer service representatives started calling on past due accounts to make sure they were aware of the programs out there for utility assistance," said Reimers. "Customers were very grateful for the information and were thankful for the personal call."

Tacoma Power has established a customer transition team to trend and analyze customer account data and attempt to match customers with assistance as it becomes available. "We are making plans for customer account recovery post disconnect moratorium and we envision



Turlock Irrigation District's reentry protocol outlines when an employee will come back to the office depending on the above phase he or she has been assigned to.

at least a one-year payment period for COVID balances, maybe longer depending on how long the moratorium extends," said Flowers. "We are also partnering with the nonprofit community to reach customers who may need assistance."

Teleworking—who continues to work from home and who doesn't—will need to be considered as offices reopen, too.

"Some employees want to work from home forever," said Salem Electric Member Services Manager Britni Davidson-Cruckshank. "This will no doubt be a challenge."

"We will implement some sort of hybrid/remote work policy, but I'm not sure exactly what it will look like yet," said Columbia REA CLO Scott Peters. "We expect to start bringing most employees into the office on a more regular basis in early May."

It may also be a bit awkward or a bit strained at first when employees reconnect in person after a year of being apart. Readjusting to the office culture may be difficult for some and that is where management and HR can help facilitate a smooth transition. Read how Emerald PUD in Oregon kept their culture alive while their employees were apart on pages 18-19.

"Employee-to-employee engagement, as well as employee-to-consumer engagement, will need to be rekindled and fortified," said Case.

"The biggest challenge for Flathead Electric will be to replicate the positive and successful company culture that was in place prior to the pandemic. Many of our employees have not seen or been around one another for over a year," said General Manager Mark Johnson. "I am also very sympathetic to the employees we have hired during the pandemic as they have only met a limited number of their coworkers making it hard to grasp

the successful culture we enjoy here at Flathead Electric."

Finally, some are concerned about how to stay engaged with consumers, especially with less face-to-face time going forward as lobby foot traffic will probably lower due to online services and payment kiosks. Here is where communication once again will be key. Read more about how to digitally reach your consumers and engage with them from afar on pages 20-21.

Being prepared

Hopefully this is the only pandemic we will see in our lifetimes, but the Greater Pacific Northwest is rife with other emergencies (wildfires, flooding, earthquakes, storms) and everyone must be prepared for whatever comes our way.

"As an industry, I would encourage other utilities to invest more in emergency preparedness," said Reimers. "How your utility responds to crisis will define you."

Emergency/incident action plans are a must and come in many different forms, everything from an Emergency Preparedness Department or team to printed-out procedures in a binder. However, what a lot of plans were missing was a pandemic component. Turlock Irrigation District and Tacoma Public Utilities both addressed a widespread illness in theirs (H1N1 and bird flu respectively), which made both executives and management feel a bit more prepared.

"As we consider large-scale events that last an extended period of time (such as this pandemic or significant physical damage from an earthquake), we need to continue to fortify our response capability over extended periods of time," said Flowers. "We need to test our planning assumptions. Is our previous worst case really our worst case? Then plan and exercise that response more frequently."