



**Mason County PUD No. 1
Regular Board Meeting
September 12, 2023
1:00 p.m.**

Join Zoom Meeting
<https://us02web.zoom.us/j/85869053743>

Meeting ID: 858 6905 3743
1 (253) 215-8782

1:00 p.m. Regular Board Meeting

- 1) 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 5 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.*

2) Consent Agenda

Minutes:

Regular Board Meeting August 22, 2023

Disbursements:

Accounts Payable Wire	\$ 255,398.89
Check Nos. 123703-123781	\$ 427,709.75
Payroll Wire	\$ 98,206.37

Grand Total **\$ 781,315.01**

3) Business Agenda

- Change order No. 3 for Pole Replacement Project Rock Adder Rev. 2
- Claim for Damages – Satterfield
- Approve Resolution No. 2071 – County Hazard Mitigation Plan
- Waiver of Competitive Bidding due to an Emergency
- Approve Resolution No. 2072 – Declare Surplus Property (2023)
- Approve Purchase of Trachte Enclosure for the Manzanita Substation

4) Staff Reports

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

5) Correspondence

6) Board Comments

7) Other Business/Public Comment

8) Executive Session may be held as authorized by the Open Public Meetings Act (RCW 42.30.110)

9) Adjournment

2023 Calendar

Sept. 13-15	WPUDA	Richland
Sept. 27-29	Water Workshop	7 Cedars, Sequim
Sept. 28	WPAG	Virtual
October 6	Customer Appreciation	Drive-Thru Upper Campus 11-2
October TBA	Admin/Finance/HR	Location TBA
October TBA	Energy NW PP Forum	Tri-Cities area
October 26	WPAG	London Rm, SeaTac Airport
November 15-17	WPUDA	Location TBA
November	PPC Annual Mtg.	Portland, OR
Nov/Dec (TBA)	WPAG	Virtual
April 17-19, 2024	WPUDA Annual Meeting	Skamania Lodge



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
August 22, 2023, Potlatch, Washington

Present:

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

Visitors: None

CALL TO ORDER: Jack called the regular meeting to order at 1:00 p.m.

PUBLIC COMMENT: None.

APPROVAL OF CONSENT AGENDA:

Minutes: Regular Board Meeting- August 8, 2023

Disbursements:	<u>Accounts Payable Check Register</u>	
	Accounts Payable Wire	\$ 66,571.43
	Check Nos. 123637-123669	\$ 78,201.03
	Check Nos. 123671-123702	\$ 127,130.31
	A/P Sub Total	\$ 271,902.77
	<u>Payroll Expense</u>	
	Payroll Wire	\$ 84,421.81
	Payroll Paper Check No. 123670	\$ 1,959.74
	Grand Total	\$ 358,284.32

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



Mason County Public Utility District No. 1

Board of Commissioners Regular Board Meeting

August 22, 2023, Potlatch, Washington

BUSINESS AGENDA:

July Financials– Katie reported gross revenue was \$1,039,023 for the month of July 2023, with gross expenditures of \$873,451 for the same month. She also reported that as of July 31, the PUD has \$202,618 in grant reimbursements outstanding for ongoing projects. That number dropped significantly as compared to June, with the large FEMA disaster reimbursement received. She also stated that the general cash and investment balance is larger as compared to July 2022 because of that FEMA reimbursement. When August financials are reported, the general cash balance will fall more in line with the typical balance because the FEMA payment will be transferred to the Substation Fund. Katie reviewed the budget to actual report through July 2023 against the annual budgeted and stated that the percentages should be right around 58%, so the revenues and expenditures are tracking as expected.

Financial Metrics as Compared with Prior Year:	July 2023	July 2022
Total General Cash and Investments	\$1,773,298	\$1,096,278
Current Ratio (Current Assets/Current Liabilities)	2.44 to 1	2.08 to 1
Debt Service Coverage (O&M/ Debt Service)	3.18	3.46
Long-Term Debt to Net Plant	31%	34%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	39%	47%
Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	35%	42%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	4.44	5.46
Cash on Hand (Total Available Cash/Average Daily Costs)	66 Days (General) 176 Days (All Funds)	43 Days (General) 191 Days (All Funds)

Manzanita Substation Schedule Update – James gave an update on the progression of the Manzanita Substation schedule.

Add Maven Utilities LLC to the roster of 2023 Prequalified Electrical Contractors – Ron made a motion to add Maven Utilities LLC to the roster of the 2023 Prequalified Electrical Contractors. Mike seconded the motion. Motion carried.

Staff Reports –

General Manager – Kristin reported that the Finch Creek 3 phase cut over went well. The crew will need to take one more outage to transfer the single phase. She reported that the next project will be removing the overhead and installing underground up on North Hill Way. She reported that there will be



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
August 22, 2023, Potlatch, Washington

an overnight outage on September 30 in Hoodspport. She also reported that she and Katie are still working on the wildfire grant's new phase. They plan to have it ready to submit by mid-September. She reminded the commissioners that they were meeting on Wednesday, August 30th from 10:00 a.m. to 2:00 p.m., at the Mason County Transit building in Shelton for the Strategic Planning meeting.

District Treasurer – Katie reported on the Commissioners travel and per diem budget for the upcoming 2024 budget with the expected Office of Financial Management rate increases effective January 1, 2024.

Water Resource Manager – Brandy reported that she had registered Mike, TJ, James, Jordan and herself for the WPUA Workshop in September. She also reported that the mainline reroute in Union will be completed next week.

Legal Counsel – No report.

Correspondence – A letter regarding the small group response to BPA Decision Process in the Day Ahead Market.

Board Reports –

Mike – Mike had nothing to report.

Jack – Jack reported that he and Kristin attended the Lilliwaup Community Club meeting.

Ron – Ron had nothing to report.

PUBLIC COMMENT – None.

EXECUTIVE SESSION – None.

Adjournment: 1:40 p.m.

Jack Janda, President

Ron Gold, Vice President

Mike Sheetz, Secretary

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Accounts Payable Check Register

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08/18/2023 To 09/07/2023

Bank Account: 4 - UMPQUA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
894 08/25/2023	WIRE	WASH 3	WA DEPT OF REVENUE	MONTHLY EXCISE TAX	35,901.78
895 09/06/2023	WIRE	BPA	UMPQUA BANK	POWER USAGE	143,659.00
897 09/01/2023	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	38,270.73
898 09/01/2023	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	22,577.73
899 09/01/2023	WIRE	HRA	HRA VEBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	4,030.90
900 09/01/2023	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	10,958.75
123703 08/18/2023	CHK	MAGNUM POWE	MAGNUM POWER, LLC	HOOD CANAL 101 PHASE TWO	136,265.90
123704 08/18/2023	CHK	MASON2	MASON COUNTY TREASURER	TEMPORARY FOOD ESTABLISHMENT-CUST. BBQ	105.00
123705 08/22/2023	CHK	HDFOWL	HD FOWLER COMPANY	WATER NON INVENTORY PARTS	7,032.56
123706 08/22/2023	CHK	MASON7	MASON COUNTY AUDITOR	RECORD EASEMENT-32309-14-00090	204.50
123707 08/23/2023	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	ELECTRIC NON INVENTORY PARTS	101.84
123708 08/23/2023	CHK	CAROW	CAROW, CINDI	MONTHLY REIMBURSEMENT	482.79
123709 08/23/2023	CHK	DAY	DAY WIRELESS SYSTEMS	RECURRING CHARGES-TWO WAY RADIO 28 UNITS	562.06
123710 08/23/2023	CHK	EDC	ECONOMIC DEVELOPMENT	2023 INVESTOR CONTRIBUTION	1,500.00
123711 08/23/2023	CHK	GRAY	GRAY & OSBORNE, INC	AGATE BEACH WATER SYSTEM IMPROVEMENTS	19,074.47
123712 08/23/2023	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	ELECTRIC NON INVENTORY-BOLTS	55.77
123713 08/23/2023	CHK	KESTER	KESTER, GREGORY C.	MONTHLY REIMBURSEMENT	1,525.47
123714 08/23/2023	CHK	MTN2COAST	MTN2COAST, LLC	AGATE BEACH WATER-SURVEY	3,140.00
123715 08/23/2023	CHK	MUNCHR	MUNCH, ROY	MONTHLY REIMBURSEMENT	841.60
123716 08/23/2023	CHK	PUDCAS	PUD # 1 PETTY CASH	REIMBURSE PETTY CASH FUND	130.65
123717 08/23/2023	CHK	SPIKES	SPIKES HYDRAULICS & EQUIP	VEHICLE #60-HYDRAULIC HOSE	865.49
123718 08/23/2023	CHK	TOZIER	TOZIER BROS, INC	SHOP TOOLS	179.10
123719 08/23/2023	CHK	DOE	WA STATE DEPT OF ECOLOGY	PIRATES COVE-WATER RIGHTS PERMIT	50.00
123720 08/23/2023	CHK	WPUDA	WASHINGTON PUD ASSOC.	2023 WATER WORKSHOP CONF-JORDAN	225.00
123721 08/23/2023	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	(3)CASES OF OIL	116.98
123722 08/23/2023	CHK	2	INDUSTRIAL HYDRAULICS INC	VEHICLE #60-ADAPTERS	17.65

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08/18/2023 To 09/07/2023

Bank Account: 4 - UMPQUA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
123723 08/23/2023	CHK	2	LAUREN ALDINGER	MR Refund	4,733.00
123724 08/23/2023	CHK	2	PAM COVEY	INACTIVE REFUND	312.70
123725 08/23/2023	CHK	2	DAVID S EKLUND	INACTIVE REFUND	25.09
123726 08/23/2023	CHK	2	KENNETH V GAUL JR	INACTIVE REFUND	65.53
123727 08/23/2023	CHK	2	JAMIE HAYDEN	INACTIVE REFUND	210.63
123728 08/23/2023	CHK	2	PATRICIA NICLAI	INACTIVE REFUND	275.00
123729 08/23/2023	CHK	2	ROBERT STEAD	INACTIVE REFUND	6.42VOID
123730 08/23/2023	CHK	2	PATSY A WELLS	INACTIVE REFUND	38.11
123731 08/29/2023	CHK	ANIXTER	ANIXTER INC	ELECTRIC NON INVENTORY-1/0 ACSR DEADENDS	3,352.65
123732 08/29/2023	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	UNION WATER-PROJECT SUPPLIES	53.40
123733 08/29/2023	CHK	CITI CARDS	CITI CARDS	COSTCO VISA CARD-ACCT. ENDING 4326	27,165.24
123734 08/29/2023	CHK	GENPAC	GENERAL PACIFIC INC	ELECTRIC NON INVENTORY-AUTO DEADENDS	19,029.82
123735 08/29/2023	CHK	PARSON	PARSONS DIESEL & STEAM	SERVICE VARIOUS VEHICLES	1,622.08
123736 08/29/2023	CHK	ROHLIN	ROHLINGER ENTERPRISES INC	VEHICLE #82-SERVICE CRIMPER & MISC PARTS	390.85
123737 08/29/2023	CHK	SPIKES	SPIKES HYDRAULICS & EQUIP	VEHICLE #81-FITTINGS	66.85
123738 08/29/2023	CHK	WPUDA	WASHINGTON PUD ASSOC.	WPUDA SEPTEMBER POWER LUNCH	25.00
123739 08/29/2023	CHK	2	ANDREW W FARSJE	DUCTLESS HEAT PUMP REBATE-4500 E RTE 106	800.00
123740 08/29/2023	CHK	2	BRIAN K HART	NON PTCS UPGRADE HEAT PUMP-310 E 4TH ST	800.00
123741 08/29/2023	CHK	2	BRETT LENSCH	HEAT PUMP REBATE-1221 E VINE MAPLE LN	1,400.00
123742 08/29/2023	CHK	2	DAVID R MUNSON	DUCTLESS HEAT PUMP REBATE-7993 E RT 106	800.00
123743 08/31/2023	CHK	ANIXTER	ANIXTER INC	ELECTRIC NON INVENTORY PARTS-GUY STRANDS	163.20
123744 08/31/2023	CHK	BATTER	BATTERIES PLUS BULBS #244	ELECTRIC NON INVENTORY-POWERSPORT BATTER	356.86
123745 08/31/2023	CHK	GENPAC	GENERAL PACIFIC INC	WATER METERS	9,569.70
123746 08/31/2023	CHK	HDFOWL	HD FOWLER COMPANY	WATER INVENTORY PARTS- 6" WEDGE	42,812.18
123747 08/31/2023	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	SHOP BATHROOM-PAPER TOWEL HOLDER	15.18
123748 08/31/2023	CHK	SPIKES	SPIKES HYDRAULICS & EQUIP	VEHICLE #60-HOSES & FITTINGS	193.19

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08/18/2023 To 09/07/2023

Bank Account: 4 - UMPQUA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
123749 08/31/2023	CHK	WPUDA	WASHINGTON PUD ASSOC.	MONTHLY DUES	1,887.00
123750 08/31/2023	CHK	WASH 8	WASHINGTON STATE	AUGUST 2023-HEALTH, DENTAL, & LTD	49,745.54
123751 08/31/2023	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	VEHICLE #61-BRAKE HOSE	92.65
123752 08/31/2023	CHK	US BANK-CCC	US BANK	MO.CREDIT CARD 4484 7345 5001 2554	5,813.95
123753 09/01/2023	CHK	IBEW	IBEW LOCAL UNION #77	UNION DUES	1,164.74
123754 09/01/2023	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	250.00
123755 09/06/2023	CHK	AFLAC	AFLAC	SUPPLEMENTAL INSURANCE	145.04
123756 09/06/2023	CHK	BATTER	BATTERIES PLUS BULBS #244	REGULATOR BATTERIES	74.95
123757 09/06/2023	CHK	BRUCE TITUS F	BRUCE TITUS FORD	VEHICLE #61-VACCUM HOSE	266.20
123758 09/06/2023	CHK	CNA	CNA SURETY DIRECT BILL	WA BLANKET HIGHWAY PERMIT	200.00
123759 09/06/2023	CHK	COLONI	COLONIAL LIFE INSURANCE	SUPPLEMENTAL INSURANCE	712.71
123760 09/06/2023	CHK	CRC	COOPERATIVE RESPONSE CENTER, INC	AFTER HOURS ANSWERING SERVICE	1,562.83
123761 09/06/2023	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	GAS & DIESEL	14,442.51
123762 09/06/2023	CHK	GDS ASSOCIATE	GDS ASSOCIATES, INC	MONTHLY WPAG EXPENSES	271.58
123763 09/06/2023	CHK	GE SOFTWARE	GE SOFTWARE INC DBA EKOS	EKOS FUEL SITE MODULE	80.00
123764 09/06/2023	CHK	GENPAC	GENERAL PACIFIC INC	ELECTRIC NON INVENTORY-SPLICES 1/0	25,677.61
123765 09/06/2023	CHK	GILLIARDI LOG	GILLIARDI LOGGING AND CONSTRUCT	UNION WATER-ROCK	1,737.16
123766 09/06/2023	CHK	GOLDSTREET	GOLDSTREET DESIGN AGENCY, INC.	WEBSITE HOSTING	50.00
123767 09/06/2023	CHK	HDFOWL	HD FOWLER COMPANY	WATER INVENTORY PARTS	2,589.68
123768 09/06/2023	CHK	HOODCA	HOOD CANAL COMMUNICATIONS	INTERNET, IT, ALARM DIALER, & TELEPHONE	5,565.57
123769 09/06/2023	CHK	LEMAY MOBILE	LEMAY MOBILE SHREDDING	(2)65 GALLON SHRED CART	130.00
123770 09/06/2023	CHK	MASON CO GAR	MASON COUNTY GARBAGE	MONTHLY GARBAGE CHARGES	987.16
123771 09/06/2023	CHK	SHEL 2	MASON COUNTY JOURNAL	CUSTOMER SERVICE REP - AD	105.60
123772 09/06/2023	CHK	MT VIEW LOCA	MT. VIEW LOCATING SERVICES, LLC	MONTHLY UNDERGROUND LOCATES	11,305.00
123773 09/06/2023	CHK	NWSS	NORTHWEST SAFETY SERVICE LLC	SAFETY SERVICE-AUGUST 10, 2023	1,136.25
123774 09/06/2023	CHK	PROGLASS	PROGLASS INCORPORATED	(12)TRANFORMER PADS	4,701.13

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Accounts Payable Check Register

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08/18/2023 To 09/07/2023

Bank Account: 4 - UMPQUA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
123775 09/06/2023	CHK	SHEETZ, MIKE	MIKE SHEETZ	AUGUST TRAVEL EXPENSE	35.63
123776 09/06/2023	CHK	SPECTRA LAB	SPECTRA LABORATORIES-KITSAP, LLC	VARIOUS WATER SAMPLES	4,763.30
123777 09/06/2023	CHK	TOZIER	TOZIER BROS, INC	SHOP SUPPLIES	43.59
123778 09/06/2023	CHK	VERIZO	VERIZON WIRELESS	JULIE'S CELL	42.41
123779 09/06/2023	CHK	34	WASHINGTON ALARM, INC	MONTHLY BILLING - SECURITY SYSTEM SHOP	182.28
123780 09/06/2023	CHK	180 ENGINEERIN	JEREMIAH WAUGH	AUGUST ENGINEERING-MANZANITA & GENERAL	4,987.50
123781 09/06/2023	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	SHOP SUPPLIES	200.67
Total Payments for Bank Account - 4 :					(84) 683,102.22
Total Voids for Bank Account - 4 :					(1) 6.42
Total for Bank Account - 4 :					(85) 683,108.64
Grand Total for Payments :					(84) 683,102.22
Grand Total for Voids :					(1) 6.42
Grand Total :					(85) 683,108.64

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Accounts Payable Check Register

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PARAMETERS ENTERED:**Check Date:** 08/18/2023 To 09/07/2023**Bank:** All**Vendor:** All**Check:****Journal:** All**Format:** Summary**Extended Reference:** No**Sort By:** Check/Transaction**Voids:** Current**Payment Type:** All**Group By Payment Type:** No**Minimum Amount:** 0.00**Authorization Listing:** No**Credit Card Charges:** No

09/08/2023 9:30:08 AM

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GENERAL LEDGER TRANSACTION DETAIL

SEP 2023 To SEP 2023

Date	Journal Description	Actv BU Project	Mod	Jrnl Reference Code	
Account: 0 131.2 CASH-GENERAL FUND (DISTRICT)			Department:	0	
09/01/23	77126 Check Print	0	PL	2 PAYROLL	98,206.37

PARAMETERS ENTERED:

Division: All

Accounts: 0 131.2

Department: All

Activity: All

Sort By: Div/Acct

Date Selection: Period

Period: SEP 2023 To SEP 2023

Module: PL

Journal Activity: All

Accounts With No Transactions: Yes

Extended Reference: No

Interface Detail: No

Group by Department: Yes

51217

/pro/rpttemplate/acct/2.55.1/gl/GL_TRANS_DETAIL.xml.rpt

Karnold

CHANGE REQUEST FORM

Change Number: 3

Project: 23025 - Mason PUD Hood Canal Part 2

Description: Rock adder at each specified location below

Additional Items	Quantity	Rate	Unit		Total \$
Rock Adder: Pole 5694 / 20705	7.0	\$ 150.00	LF		\$ 1,050.00
Rock Adder: Pole 4282 / 20694	6.5	\$ 150.00	LF		\$ 975.00
Rock Adder: Pole 4336 / 20681	6.5	\$ 150.00	LF		\$ 975.00
Rock Adder: Pole 4461 / 20804	6.5	\$ 150.00	LF		\$ 975.00
Rock Adder: Pole 4462 / 20805	6.5	\$ 150.00	LF		\$ 975.00
Rock Adder: Pole 4763 / 20704	6.0	\$ 150.00	LF		\$ 900.00
Rock Adder: Pole 4764 / 20702	6.0	\$ 150.00	LF		\$ 900.00
Rock Adder: Pole 4780 / 20703	6.5	\$ 150.00	LF		\$ 975.00
Rock Adder: Pole 4762 / 20701	6.5	\$ 150.00	LF		\$ 975.00
		Total		\$ -	\$ 8,700.00

Labor	\$ -
Equipment	\$ -
Additional Items	\$ 8,700.00

TOTAL AMOUNT	
\$	8,700.00

Anthony Ng

Anthony Ng
Project Manager
Magnum Power

08/10/2023

Date

Kristin Masteller

Kristin Masteller
General Manager
Mason County PUD 1

08/29/2023

Date

Incident Information

For Brocken Window

N 630 School House Hill

During the last week of June 2023, a PUD 1 Crew or Crew contracted by the PUD was operating a multi wheel piece of machinery with a brush clearing attachment on the front to clear scotch broom from around the School House Hill Sub Station. I had come home for an early lunch when I heard them working on the west side of the substation. I walked part way up the driveway to check out the commotion. I had to stop in my tracks as when the machine engaged the brush again it sent a shower of rocks, stick and brush pieces across my driveway.

I retreated to my house until the work paused and then drove my Brush engine out quickly before the crew resumed. As I left, I saw them change direction and start to work the section toward my house.

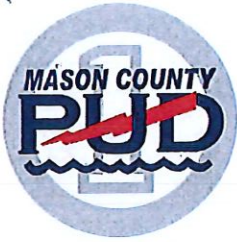
I did not discover the broken window till the weekend when my daughter came to visit as I had been busy with fire department tasks all week and had been using the west entrance to come and go. I also hadn't watered patio plants for a couple days which is on the side of the house where the window was broken. I noticed the break on the weekend and called the PUD after the July 4th holiday and reported the incident.

I have been a little slow getting this done as it is fire season and I have already been on 2 fire mobilizations and numerous other calls.

Sincerely,


-Ron Satterfield-

July 30th, 2023



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

STANDARD CLAIM FORM
PLEASE TYPE OR PRINT IN INK

Please return to:

General Manager
21971 N. Hwy 101 Shelton, WA 98584

Business Hours: 8:00am - 5:00pm

PERSONAL INFORMATION

1. CLAIMANT'S NAME:

Satterfield, Ronald V.
Last Name First Middle

2. RESIDENCE ADDRESS CURRENT ADDRESS:

630 N School House Hill Rd

3. MAILING ADDRESS (IF DIFFERENT):

P.O. Box 542 Hoodspoint WA

4. RESIDENTIAL ADDRESS AT TIME OF INCIDENT:

Same

5. CLAIMANT'S DAYTIME TELEPHONE: () 360-961-9416
Home Business

6. CLAIMANT'S E-MAIL ADDRESS rsatter@hetc.com

INCIDENT INFORMATION

7. DATE OF INCIDENT: 7 / 9 or 10 / 2023 - see attachment
month day year

8. TIME: unk A.M. / P.M. (CIRCLE ONE)

9. IF THE INCIDENT OCCURRED OVER A PERIOD OF TIME PLEASE PROVIDED:

BEGINNING TIME: ____ / ____ / ____
month day year

ENDING TIME: ____ / ____ / ____
month day year

10. LOCATION OF INCIDENT:

630 N School House Hill Hoodspoint Mason
Address/Street/Mile Post City County



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

11. NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF ALL PERSONS INVOLVED, OR WITNESS, TO THIS INCIDENT:
Not witnessed
12. NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF ALL DISTRICT EMPLOYEES HAVING KNOWLEDGE ABOUT THIS INCIDENT (ATTACH ADDITIONAL SHEETS, IF NECESSARY):
None
13. DISTRICT EMPLOYEE ALLEGEDLY RESPONSIBLE FOR DAMAGES/INJURY: unk
14. DESCRIBE CONDUCT AND CIRCUMSTANCES CAUSING INJURY OR DAMAGES, EXPLAINING EXTENT OF MEDICAL, PHYSICAL, OR MENTAL INJURIES (ATTACH ADDITIONAL SHEETS, IF NECESSARY):
See Attachment
15. LAW ENFORCEMENT/SECURITY/FIRE/EMERGENCY AGENCIES WHO RESPONDED TO THE INCIDENT (PLEASE INCLUDE REPORT OR CASE NUMBER IF AVAILABLE)
None
16. NAME, ADDRESS, AND TELEPHONE NUMBER OF TREATING PHYSICIAN(S) AND ATTACH COPIES OF MEDICAL REPORTS AND BILLINGS:
None
17. PLEASE PROVIDE COPIES OF ANY DOCUMENTS, PICTURES, OR OTHER RECORDS THAT SUPPORT OR RELATE TO YOUR CLAIM. We will need you to provide the year, make and model for each item you claim was damaged such as appliances or vehicles.



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

18. I / WE DO HEREBY CLAIM DAMAGES FROM broken window IN THE SUM OF \$ 790.97.

This claim form must be signed either:

- (i) By the claimant, verifying the claim;
- (ii) Pursuant to a written power of attorney, by the attorney in fact for the claimant;
- (iii) By an attorney admitted to practice in Washington state on the claimant's behalf; or
- (iv) By a court-approved guardian or guardian ad litem on behalf of the claimant.

I certify or declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Ronald V. Satterfield
Signature of Claimant

8/29/23
Date

How your claim will be processed:

1. Claimant submits claim and supporting material to the General Manager.
2. GM conducts an internal investigation to gather facts and review claim with senior staff team.
3. PUD attorney reviews claim and makes recommendation to either approve or deny the claim, or to send it to the PUD's insurance carrier for independent investigation and review.
4. After the investigation is completed, the claim is presented at following Board of Commissioners meeting for approval/denial if it does not need to be sent to the insurance carrier.
5. If the claim is denied, a letter is sent to the claimant explaining why it was denied.
6. If the claim is not initially denied by the Board of Commissioners, it will be sent to the PUD's insurance carrier for processing.
7. If the claim is approved, payment unless the amount is minimal, in which case it may be processed in the PUD's next accounting cycle.

No claims shall be considered without completion of the standard tort claim form and supporting documentation. No claims shall be presented to the Board of Commissioners without going through the investigation process, internal review and review by the PUD's attorney.





COPY



S.O. #: 87094

Customer Name:

Sales Order

360-491-5244

Cust. P.O. # / Ordered By	Date	REP
N 630 School House Hill Rd	8/15/2023	JAL

P.O.#	Supplier	REF #	DATE ORD
			8/15/2023
			8/15/2023

Install: XXX
Delivery _____
Will Call _____

DATE DUE

Customer Phone: 360-401-9476

Customer Alt. Phone:

Terms

Line #	Item	QTY	Series	DESCRIPTION	UNIT PRICE	TOTAL
1	Reglaze	1		Location: Garden window	729.00	729.00
2				Glass replacement Approximate size 70 x 24		
3				Includes:		
4				*Removal and disposal of existing glass.		
5				*Installation of replacement glass in to existing frame.		
6				*Insulated (aka: double pane)		
7				*Clear glass		
8				*Annealed (non safety)		
9				-NOTE:		
10				The spacer that separates the 2 panes will have a slight difference in		
11				appearance compared to the existing.		
12				*Approx. lead time at time of this proposal is 3 - 6 weeks.		
13				*Price is valid for 30 days and is based on doing all the above at the		
14				same time.		
15				* A 50% deposit is required to activate this quote if you do not have		
16				an account set up with us.		
17				*****THANK YOU*****		
18						
19				Go per Ron 8/15/23 (tr)		
20				Deposit - MC \$400.00 8/15/23 (tr)		

Notes/Special Instructions

Subtotal \$729.00

Sales Tax (8.5%) \$61.97

Total \$790.97

Deposit: mc 8/15/23 \$400.00

Balance: \$390.97

Completed JH 8/28/23

☐ Back Order

☒ Complete

☐ C.O.D.

☐ Charge

☐ Other

Job:



**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

RESOLUTION NO. 2071

**A RESOLUTION AUTHORIZING THE ADOPTION OF THE
MASON COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN**

WHEREAS, all of Mason County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established requirements for pre and post disaster hazard mitigation programs requiring that "local and tribal government applicants for sub-grants must have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receipt of a Hazard Mitigation Grant Program sub-grant funding." The purpose of such local mitigation plan is to represent the Multi-Jurisdiction's commitment to reduce risks from natural and man-made hazards; and

WHEREAS, pursuant to 44 CFR 201.6, a coalition of Mason County stakeholders with like planning objectives was formed to pool resources and create consistent mitigation strategies to be implemented within each partner's identified capabilities within the Mason County Planning Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy; and

WHEREAS, pursuant to 44 CFR 201.6, the Mason County Multi-Jurisdiction Hazard Mitigation Plan has been reviewed and found to meet the regulatory criteria, and following adoption by participating jurisdictions, will be approved by FEMA, making all adopting jurisdictions eligible for mitigation project grants.

NOW, THEREFORE, BE IT RESOLVED that:

The Mason County Multi-Jurisdiction Hazard Mitigation Plan is hereby adopted in its entirety, which represents each planning partner's commitment to reduce risks from natural and man-made hazards; and.

PASSED AND ADOPTED on this, 12th day of September 2023.

Jack Janda, President

Mike Sheetz, Secretary

Ron Gold, Vice President

Regular Meeting – District Office/Potlatch

A Resolution Authorizing the Adoption of the Mason County Multi-Jurisdiction Hazard Mitigation Plan

Date: September 12, 2023

No. 2071



**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

**A RESOLUTION DECLARING ITEMS AS SURPLUS PROPERTY
RESOLUTION NO. 2072**

WHEREAS, the listed items of personal property located on exhibit "A" attached hereto and incorporated by this reference are no longer usable by Public Utility District No. 1 of Mason County (the "District").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Mason County PUD No. 1 that the listed items of personal property are declared surplus and that the district is hereby authorized to sell the salable items to the person or persons presenting quotations resulting in the best return to the district, or to dispose of unsalable items as appropriate; and

BE IT FURTHER RESOLVED that the attached items are hereby made a part of Resolution No. 2072.

ADOPTED this 12th day of September 2023.

Jack Janda, President

Ron Gold, Vice President

ATTEST:

Mike Sheetz, Secretary



**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

Attachment A

**Bid No. SURPLUS-2072
Surplus Equipment**

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COMMISSIONERS OF PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY, WASHINGTON, DOES HEREBY SURPLUS EQUIPMENT AS FOLLOWS:

- 5- scanners (Cannon & Fujitsu)
- 3- Monitors; not working
- NSA 2600 Dell Sonicwall firewall (old firewall)
- 3- Old desktop PC's 2 Dell and 1 HP that are out of date.

Board of Commissioners, Mason County PUD No. 1

DATE: September 12, 2023

BID OPENING:

Control Enclosure			
Manufacturer	Product	Unit Price	Delivery
Joaquin Manufacturing	Steel Building 13' X 26' X 10' clear ceiling.....	\$ 314,455.00	38-40 Weeks
Tranchte	Building Frame Size: 13x26x10.5'	\$ 227,802.00	49 Weeks
Modular Connections	1)13'8" WOD x 26' LOD x 11'1" HOD Concrete Building 12'7" WID x 24'11" LID x 9'9" HID **** Manufactured in a N.P.C.A. Certified Factory ****	\$ 237,259.00	28 Weeks

Link to Procurement Materials https://drive.google.com/drive/folders/1hhcblFWDQF93zYmLH3lVlrbA_CuDz-ZC?usp=drive_link

MASON COUNTY PUD No. 1
Manzanita Substation
Control Enclosure PO Addendum, Rev. 0

Specifications: The specifications provided in the RFQ shall be strictly adhered to.

Shipment: Truck, FOB destination, freight prepaid and allowed, to the substation site near Union, WA; the Seller shall notify Mr. James Reyes of the Purchaser, regarding delivery details a minimum of five (5) business days prior to shipment.

Delivery: Mid-August, 2024; delivery shall be received during regular business hours, Monday through Thursday, unless other arrangements are approved by the Purchaser.

Payment: Net 30 days; invoices shall be sent to the Purchaser.

Warranty: Per quotation.

Drawings:

- A. Approval drawings in .pdf format shall be emailed to the Purchaser and the Engineer; the Engineer shall be responsible for approval drawing review; a minimum of two weeks shall be allowed for approval drawing review.
- B. A sealed set of drawings shall be emailed to the Purchaser and the Engineer.
- C. One (1) set of paper seal drawings shall be included with the enclosure.

Purchaser: Mason County PUD No. 1
N. 21971 Hwy. 101
Shelton, WA 98584
Attn: Mr. James Reyes
360-877-5249, ext. 215 (office)
JamesR@mason-pud1.org

Engineer: POWER Engineers, Inc.
4100 International Plaza, Suite 320
Fort Worth, TX 76109
Attn: Mr. Cody Randig
817-415-3142 (office)
cody.randig@powereng.com
cc sam.martin@powereng.com

PURCHASE ORDER



PUBLIC UTILITY DISTRICT NO. 1

OF MASON COUNTY, STATE OF WASHINGTON
N. 21971 HIGHWAY 101
SHELTON, WASHINGTON 98584

Vendor	PO Number
TRACHTE	2023070
Print Date	Page
09/05/2023	1

TO
TRACHTE
422 N.BURR OAK AVENUE
OREGON, WI 53575

SHIP TO MASON COUNTY PUD NO 1
21971 N. Hwy 101
Shelton, WA 98584
Phone: (360)877-5249
Fax: (360)877-9274

Phone: (608)835-5707
Fax:

BILL TO MASON COUNTY PUD NO 1
21971 N. Hwy 101
Shelton, WA 98584
Phone: (360)877-5249
Fax: (360)877-9274

LN	ITEM	LOC	QUANTITY	UOM	DESCRIPTION	UNIT COST	DISCOUNT	TOTAL
1	411585001	1	1.000	EA	ENCLOSURE,SUBSTATION CONTROL MANZANITA TRACHTE PREASSEMBLED-BUILDIN G,FREIGHT,CRANE,OFFLO AD ATTACH AND ANCHOR-WIDTH 13' LENGTH 26' HEIGHT 10' 6"- ONE UNIT	227,802.00	0.00	227,802.00
						Extended	Cost:	227,802.00

Discount:	0.00	Additional Charge:	0.00	Sales Tax:	0.00	Total Cost:	227,802.00
				Use Tax:	0.00		

TERMS AND CONDITIONS:

- * Purchase order number must appear on all invoices, containers and packing lists.
- * On date of shipment, mail shipping lists and original shipping documents to purchaser at "Ship To" address above.
- * Terms of payment and delivery must appear on every invoice.
- * This order must not be filled at higher prices than last quoted or charged without approval.
- * Ship most economical way unless otherwise instructed.
- * No charge allowed for packing or cartage unless specified on order.
- * Purchaser reserves the right to cancel order if delivery cannot be promised by date required, or is not made as promised.

Ship Method:

Authorizing Signatures

Richard Crump
RICH CRUMP
UTILITY PERSON/MATERIAL BUYER

Kristin Masteller
KRISTIN MASTELLER
DISTRICT MANAGER - EXECUTIVE E



PRICING

James Reyes
Mason County PUD
21971 N. Highway 101
Shelton, WA 98584

August 25, 2023
Trachte Quote 113556A

End User Mason county PUD
Project Name Manzanita Substation Control Enclosure

	Width	Length	Height	Shipping Sections
Building Dimensions	13'0"	26'0"	10'6" (Eave)	
Shipping Dimensions	14'4"	26'8"	12'6"	ONE

Final Site Location Union, WA
Delivery Location Union, WA

In reviewing this Trachte proposal, please pay special attention to the Clarifications/Notes/Exceptions on pages 5 and 8 of the Trachte Specification.

Preassembled Building Pricing	\$	168,976
Optional Estimated Freight, FOB Destination	\$	22,833
Optional Estimated Site Services <i>to include crane, offload, attach and anchor with non-union crew</i>	\$	35,993
Optional Site Technician Round Trip Rate Per Day Rate	n/a	
<i>Note: Role of the Trachte Site Technician is to oversee the offloading and setting of the enclosure. Any tools/labor needed will be supplied by others. The Site Technician is a non-union crew. If your building is a multi-piece building, full site services OR site technician must be utilized in order to maintain building warranty. Site Tech is not needed if full Site Services Option is taken.</i>		
		<i>\$ 227,802.00</i>

Assembly Facility Oregon, WI

Lead Time 49 Weeks ARO to Ship Date with Approval of DC Panel ONE Week ARO
Initial Drawings Package Lead Time is currently 18 Weeks ARO

Price and schedule provided are based on Trachte shipping a complete building. Due to the current unpredictable nature of supply chain, scheduling demands that require buildings to ship incomplete could be subject to additional fees related to site installation costs of these components.

- Lead time is subject to change based on engineering & production capacity at time of order
- Lead time requires Early Approval of Long Lead Equipment

Please reference our quote number on your order and, as always, thank you for the opportunity to serve you.

422 N. Burr Oak Avenue Oregon, WI 53575
608-835-5707 www.trachteusa.com



PRICING

Approval of Long Leads

All material identified as a long lead in Trachte's quote letter, Trachte Specification and proposal e-mail will need to be approved within 30 days of acceptance of building purchase order. If identified material is not able to be approved within 30 days of purchase order acceptance, Trachte reserves the right to review and adjust pricing and schedule as necessary at time of customer approval.

The following are identified as long lead materials in this Trachte Proposal:

- Eaton DC Panel 45 Weeks
- HVAC 26 Weeks
- Square D AC Panel 9 Weeks
- Door Hardware 8 Weeks
- Cable Tray 7 Weeks
- Doors 5 Weeks

Quote Validity

Due to the current market conditions related to both structural and electrical material pricing, Trachte reserves the right to change the price on this quote within 30 days. Trachte also reserves the right to change the price from time of order to final customer design sign off. Trachte's standard terms contain language in section 6b that supports re-pricing for raw material increases that are outside of the company's control. Trachte strives to provide 30 days for quote validity, but unique market or order circumstances may prevent the ability to do so.

Please see attached Trachte Terms & Conditions of Sale for payment terms and other considerations.

Thank you,
Dan Smith
Trachte, LLC
Regional Sales Manager
dsmith@trachteusa.com
Mobile: 608-301-6643

Please reference our quote number on your order and, as always, thank you for the opportunity to serve you.

422 N. Burr Oak Avenue Oregon, WI 53575
608-835-5707 www.trachteusa.com



Specification

BUILDING SPECIFICATIONS:
Mason County PUD
Manzanita Substation Control Enclosure
13' x 26' x 10'6"
Final Site Location: Union, WA
Delivery Location: Union, WA
James Reyes
21971 N. Highway 101
Shelton, WA 98584
308-877-5249
JamesR@mason-pud1.org

Quote # Rel. Date
113556 08/09/23
113556A 08/25/23
Add Door Canopies.
Provide site pricing for
building cleaning. Remove
Disconnect Switch.

SCOPE

Provide One factory built, pre-assembled, all steel, noncombustible building by TRACHTE, LLC., to include the building, and any pre-installed electrical and HVAC if listed. TRACHTE will provide all building anchor bolts and plates.

DESIGN REQUIREMENTS

The structure design and manufacture shall, as a minimum, conform to ASCE (American Society of Civil Engineers) "Minimum Design Loads for Buildings and Other Structures" and the MBMA (Metal Building Manufacturers Association) "Recommended Design Practices Manual". The specified TRACHTE building shall be designed to support the following loads:

LOADING	PSF
Roof Load:	50
Live / Snow Load:	40
Ceiling Dead Load:	10
(Ice Missile Protection) Impact Load:	No
Wall Wind load (MPH)	120
Floor Live Load:	n/a
Battery Area Load:	n/a
Seismic Design Category:	C
Engineered State	WA
PE Stamped Structural Engineering Calculations and Drawings:	Yes
(PE Stamping of Electrical Plans IS included)	
State Approval Seal:	Yes

APPROVAL DRAWINGS

A Structural and Electrical set of "Approval Drawings" shall be submitted. These will be in PDF format (Adobe Acrobat), showing the building floor plan, dimensions, elevations, and location of all primary accessories included with the building. Drawing format shall be 11" x 17" prints and/or E-Mail files using WinZip. "As Built" Drawings will be sent out upon shipment of the building in PDF format and / or paper copy. A paper copy will also be enclosed with the "Operations and Maintenance Manual". Drawings are created in AutoCad2010 Format and are available upon request.

STANDARD

GENERAL BUILDING INFORMATION

Building shall be a pre-assembled, metal-framed, noncombustible building by Trachte, LLC. Oregon, Wisconsin. Built to size and with accessories listed below:

Building Frame Size:	13' x 26' x 10'6"
Interior Dimensions:	12'2" x 25'2" x 9'11"
Outside Building Shipping Dimensions:	14'4" x 26'8" x 12'6"
Approximate Building Weight:	19,400#

* Above shipping height does not include trailer height.



Specification

DESCRIPTION

NOTES

QTY

QUALITY ASSURANCE

The Manufacturer's comprehensive compliance control program follows the building through all phases of production. Building shall be manufactured to satisfy current state manufactured building program rules, regulations, and codes (e.g., IBC International Building Code) and the NEC (National Electric Code). Weld Connections shall adhere to current AWS D1.1 and D1.3 Structural Welding Codes.

BUILDING WARRANTY

TRACHTE guarantees the complete building from defects in materials and workmanship for a period of Two (2) Years, except as limited by the original equipment manufacturer(s) of component parts. Detailed information available at www.trachteusa.com.

COATING SYSTEM WARRANTY

Kynar 500® Coating System Limited Warranty

Warrants the factory applied Kynar 500® or Hylar 5000® Fluoropon coating systems applied over a Galvalume or Galvanized substrate when used on the Metal Exterior Walls and Roof for a period of Forty (40) Years against cracking, checking, or peeling and Thirty (30) Years against fading and chalking.

Warranty only covers panels erected in the continental United States, Alaska, and Canada. **The warranty is null and void for any material that is subjected to salt spray or installed on property 1,500 feet or less from a saltwater environment.**

Detailed information regarding this warranty available at www.trachteusa.com.

Foundation Design

Foundation Design is by Customer. Trachte will need to know size & design of foundation so that Trachte may finalize the floor design and provide the correct anchoring material. The drawings will include a foundation design based on customer feedback.

Building Structure is assembled on a steel "No Floor" Perimeter Angle. The Perimeter Angle is designed to cap and anchor the building to an exact sized concrete slab or frost wall foundation with anchors supplied by Trachte.

Foundation
By Others

1

Base Frame Design

PERIMETER ANGLE - Base Frame

Perimeter Angle - 6" x 6" x 3/8" - 14.9#/ft - Hot Rolled Steel

LF

78

AT-10 Acrylic Tie Anchoring System

As Required

1

Caulk - Silicone clear - Sill Sealant

EACH

8

Base Frame - Paint System

Sherwin-Williams Industrial Macropoxy 646 Fast Cure Epoxy. This self-priming catalyzed system is designed to provide an extremely durable, VOC (EPA Method 24) compliant coating. Suitable for heavy industrial, severe coastal, offshore, or chemical environments where superior corrosion protection and resistant to fading is required. The paint system has a minimum Dry Film Thickness, per coat of 5-7 mils.



Specification

Truss and Structure Design

STRUCTURE: Building will be composed of 12 ga. and 16 ga. (4") galvanized steel for "Channel frame" framework. This framework will include Posts, Base, Girts, Eave Struts, Purlins, Post Bracing and Connecting plates. Framework to have a flush wall, post, and beam format with full trusses on both end walls. These end wall trusses will easily allow for future expansions and/or modifications.

Fall protection - Single person, standing seam roof clamp with swivel top, designed to meet the OSHA 1910 requirements for fall protection.	EACH	2
---	------	---

Gable Roof Design

Truss - Full Solid Web Design - Hot Rolled	12 ga.	6
--	--------	---

Truss Heel Height - in inches	6	
-------------------------------	---	--

Roof Pitch	2:12	
------------	------	--

Pick Eyes (Pick Angles and Ring) attached to truss for lifting. 3/4-Long Safety Swivel Hoist Ring, 5,000# capacity each. Pick rings located along peak of building.	EACH	8
---	------	---

Exterior Wall Design

Architectural Steel Ribbed Panel is Overlapping and fastened with self-tapping fasteners with washers. Paint finish per below over the Galvalume sheet, customer's choice of standard "Trachte" colors.

24 ga. Multi-Rib Wall Sheet with Kynar 500® PVDF Coating System, 36" wide, 1-1/4" Rib	SF	801
---	----	-----

Roof Design

Standing Seam Roof Panel is overlapping and fastened with concealed seam clips. Paint finish per below over the Galvalume roof sheet, customer's choice of standard "Trachte" colors. Closures are located at all required locations. Full ridge caps on all buildings, except single slope designs.

Roof Overhang - Standard 4"		
Standing Seam Roof Panel - 2" Deep, 18" Wide - 24 ga. Kynar 500® PVDF Coating System	SF	338

Building Accessories

Wall Openings are fully Framed, Sleeved, Trimmed, and provided with a Drip Cap.		
Perforated closer for gable end ventilation at each end wall for attic ventilation	LOT	1
4" Gutter - 26 ga. - Mounts over Eave trim - Both Eave Walls	LF	52
Down spout - 10' - with Type "A" Elbows	EACH	2
Rain Hood Over Door	4'x6'	2

Insulation Design

Wall Insulation (Total wall insulation value at right):	R-19	1
- 3-1/2" HD Fiberglass Batt x 24" - R13 - (180 SF/pkg)	SF	780
- 3" Fiberglass Wall Blanket Insulation - Thermal Block Between Steel	SF	780
- Visqueen Vapor Barrier - 4 Mil Thickness - Location as required based on final site location	SF	780

Roof / Ceiling Insulation (Total insulation value at right):	R-40	1
Blown-In Cellulose Insulation	R-40	1
- 3" Fiberglass Wall Blanket Insulation - Thermal Block Between Steel	SF	338
- Visqueen Vapor Barrier - 4 Mil Thickness - Location as required based on final site location	SF	338

Interior Wall Finish

22 ga. Steel Liner Panel with Galvalume substrate, Roll-Formed, Regal White, Kynar 500® Paint. - Flush Fit design w/concealed fasteners.	SF	780
Full Interior Trimming - Corner and Floor - Regal White	LF	118
Wall Liner Reinforced with 16 ga. 6" Wall Hat Channel as needed for equipment support	EACH	27



Specification

Interior Ceiling Finish

22 ga. Steel Liner Panel with Galvalume substrate, Roll-Formed, Regal White, Kynar 500® Paint. - Flush Fit design w/concealed fasteners.	SF	338
Reinforced with 16 ga. 4" Hat channel 24" OC	LOT	1
Full Ceiling Edge Trim - 24 ga. Regal White	1	

Door Design

1-3/4" Thick Doors and Frames are hot dipped galvanized to ASTM designations A924 and A653 then factory primed and painted with Acrylic Urethane Enamel. All exterior doors have a top of door Watershed, Drip Cap extending 3" past each side of door, Sweep, Weather-stripping and Threshold.

Single Door - 4/0 x 7/0	EACH	2
16 ga. Door / 14 ga. Door Frame - Upgrade	EACH	2
R-10 Door Insulation - Upgrade (Urethane)	EACH	2
Door Light Kit - 17" x 17" Vision for 1" tempered and insulated glass	EACH	2
Hinge Heavy Duty - 4-1/2" NRP - SS (32D) - Ball Bearing - For 3/6 or wider doors.	EACH	6
Door closer w/hold open LCN 4111HEDA (up to 4' door)	EACH	2
Panic Device, Von Duprin - 22 Series Size 4 - Rim - 48" Door width and above	EACH	2
Exterior Handle Type: Thumb latch Pull with Cylinder Lock	EACH	2
Lockset Type: Construction Core	EACH	2
Lockset Core Manufacturer: Best	EACH	2
Stainless Steel Pull Handle mounted to the inside of the door.	EACH	2

Cable Tray Section

Aluminum Cable Tray, rung type. Installed on threaded rods and suspended from Unistrut, mounted to ceiling. Cable Tray meets NEMA class C minimum requirement of 100# PLF.

Unistrut, 13/16" 12 ga. Solid - With Hat Channel	LF	68
Rod - 1/2" Threaded steel	EACH	28
Spring nuts 1/2" - Use with rods	EACH	28
B-Line, 6" Deep Cable Tray - 9" Rung Spacing		
12' Straight Sections of Cable Tray	24" Wide	2
Vertical Outside Bend	24" Wide	1
Cantilever Wall Brackets - Width & QTY to right.	24" Wide	1
Hanger Rod Clamps used on each rod	EACH	28
Bracket clamps used for on Cantilever Brackets	EACH	1

Shipping and Site Information

Maximum Shipping Width:	14'4"
Delivered Only by Trachte	
Estimated Number of Truck Loads Required:	1



Specification

Site Services Specifications

Trachte's Site Service Quote was developed from the information available to us at the time of quote and is based on:

1. Building installation by Trachte's Non-Union site crew.
2. Adequate all-weather site access to accommodate a semi-tractor with trailer and building load and the crane to drive into the site and adequate soil conditions to stage crane for lift. This includes a suitable site access road with adequate approaches without width and height obstructions, i.e., tree branches, overhead power lines, gates, fences, trenches and berms and a broad enough radius within the substation to stage for the lift.
3. A site visit by Trachte personnel or the crane service was not done at the time of the quote. The crane services quoted are based on a 40' radius for the crane reach to determine the appropriate crane size required. All charges for additional services, labor, and/or equipment required will be passed on to and paid by the customer.
4. Trachte is not responsible for any damage to the ground surface, i.e., asphalt, concrete, gravel etc. during placement of the building due to the crane, semi-tractor, or trailer.
5. Minimum personal protective equipment to include hard hat, steel toe boots, safety glasses, and fall protection.
6. Site service work must be scheduled at least three weeks prior to date building is required on site.
7. Removal and disposal of construction debris and packing material is customer's responsibility.

This quote Does Not Include:

1. Drug testing by our employees or subcontractors under our contract before they get to the site to perform the site service work.
2. Site safety training by our employees or subcontractors under our contract prior to performing the site services.
3. Certified or PE stamped lift plan.
4. Load tested spreader bars.

If any of the above site service items not included are required once the project moves forward a Change Order will be initiated to reflect these changes.

Items that Extend Past Exterior Trim: (Include Item and Location: Sidewall or Endwall)

- | | | |
|-----------------------------|------------------|----------------------------|
| • Gutter on both eave walls | Shipped Attached | |
| • Hood - Side Wall | Shipped Loose | Attached by Others on Site |
| • HVAC - Side Wall | Shipped Loose | Attached by Others on Site |
| • Door Canopy | Shipped Loose | Attached by Others on Site |
| • Downspouts | Shipped Loose | Attached by Others on Site |

Optional Items

- | | |
|--|--------|
| • Option for Trachte to provide Site Services. Cleaning of building at final site to be included in Site Services. | Option |
| • Option for Trachte to provide a Site Technician. Role of Trachte Site Technician is to oversee the offloading and setting (and re-connecting if split) of the building. Any tools/labor needed will be supplied by others. | Option |

Structural Notes and Exceptions To Customer Specifications

- This specification reflects Trachte's best interpretation of information supplied at the time of bid. Trachte expects customer to review Trachte's specification to ensure that Trachte correctly interpreted their scope of work for this bid.

SPEC Section

ALL

End of TRACHTE "Building" Specifications

NOTE: Please see the Clarifications and Exceptions following the Trachte Electrical Specifications

ELECTRICAL SPECIFICATION**Codes**

All grounding, workmanship and materials shall conform, as a minimum, to the 2020 (NEC) National Electric Code.

Conduit

All conduits shall be Electrical Thin Wall (EMT). All interior Junction Boxes are NEMA 1. All wiring and conduit is surface mounted. Runs are tight to the walls and ceiling.

Conductors

Conductors shall be 98% conductivity stranded copper with 600v insulation, THHN, sized as required, 12ga. minimum for line voltage wiring, 14ga. for alarms except where device limits wire size.

	Quantity	Description	Manufacturer	Catalog
Interior Lighting	10	Interior Light/ LED/ 4'-4' Strip-Acrylic Lens-Selectable-20/30/40W-3500/4000/5000K-2300/3450/4600LM	Sylvania	62352
Exterior Lighting	2	Exterior Light/ LED EXT-58W,Low Pro,Wall w/Photocell (IP66 Ingressed Protection Rated)	Cooper Lighting	XTOR6B-PC1
Emergency Lighting	2	Exit/Emergency Light Combo/ LED/ Fixed 2 heads/ 90min Battery Backup	Cooper Lighting	APC7RSQ
Switches	5	Switch/ Single-Pole/ 20A/ Ivory	Hubbell	CSB120I
	4	Switch/ 3-Way/ 20A/ Ivory	Hubbell	CSB320I
Receptacles	6	Receptacle/ Duplex/ 20A/ 125V/ Ivory	Hubbell	5362I
	2	RECEPT-Duplex, TR, 20amp, GFCI-Ivory	Hubbell	GFTWRST20I
Controls	1	Time Clock/ SPST/ 30A/ 24hr/ Battery Backup	Intermatic	ET1105C
	1	Fan Thermostat/ Automatic/ SPDT/ 120/277V	Honeywell	T651A3018
	1	Hydrogen Gas Detector/ Form C Contacts	Arrgh	HGD-DR
	2	Alarm/ Hi/Low Temperature/ SPDT, 24, 120 to 277VAC, 40-110F NEMA 4X (UL & CSA)	PECO	TF115-001
	2	Alarm/ Magnetic Door Contact/ SPDT/ 200VDC	Potter Electric	BMC33B
Fire Alarm	2	Smoke Detector/ 120VAC/ Photoelectric/ 9v Battery Backup/ w/ (1) set of Form A/Form C contacts	Gentex	S1209F
Ventilation	1	Fan/ Exhaust/ 10"/ 600cfm/ Backdraft Damper	Dayton	484X37
	1	Intake/ Louvered/ 16"/ Motorized Damper	Dayton	4C560



Specification

HVAC

1	HVAC/ 2 Ton 11EER/ 10KW Heat/ 240V/ 1phase	Bard	W24AB-A10XPXXXJ
1	(CRV) Commercial Room Ventilator 1-3 Ton	Bard	CRV (option)
1	HVAC vinyl drain hose 3/4 X 1	Bard	5452-002
1	Grille/ HVAC/ Supply/ 1.5-2 Ton	Bard	SG-2
1	Grille/ HVAC/ Return/ 1.5-2 Ton	Bard	RG-2
1	Disconnect/ HVAC/ 60A/ 240V/ 1phase/ NEMA3R/ Receptacle	Midwest	U065P010
1	Controller/ Bard/ Lead-Lag/ 2 Unit	Bard	MC4002

Service Equipment

1	AC Panel 120/240VAC, 1Phase/3Wire, 100amp Main Breaker, 30 circuit, 10 kAIC, surge arrestor	Square D	NQ
1	DC Panel 125VDC, 225amp, Main Lugs Only, 30 circuits, 10 kAIC	Eaton	P22

Junction Boxes

1	Mount Plate/ GPS/ 3/4"-1/4" Steel/ Coupling	Trachte	Trachte
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Enclosures

1	J-Box / Latch Cover / 16x16x6 / NEMA 1	Hoffman	A16N16ALP
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Wireway

16	Wireway / Screw Cover / 4x4x60/ NEMA 1 / w/o Kos	Hoffman	F44T160GVP
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Grounding

25	Wire / #2 / bare / 7 strand / CU		BARE-CU-SD-2-7STR-1K-CR
178	Wire / 4/0 / bare / stranded / CU		BARE-CU-SD-4/0-19STR-1000
4	Grounding / ground pad / 9-1/4" x 2-1/2" x 1/4" / CU		BGB142.59.25 TINC

Safety Equipment

1	Fire Extinguisher/ CO2/ 10#	Kidde	PRO10CDM
1	Fire Equipment Sign, 14 in x 10 in	Lyle	U1-1010-RA_10X14
1	Eye Wash Sign, 10 in x 14 in	Lyle	U7-1091-NP-14X10
5	Misc. Sign	Brady	Custom
1	Eye Wash Station 7.0gal/ ANSI Z358.1-2014/ Fend-All	Honeywell	32-001000-0000
1	Eye wash Station/ Cartridges/ 3.5 gal/ 2 pack/ Fendall	Honeywell	1050
1	Eye Wash Drain Hose - PVC Tubing, SAE, 3/4" Inside Dia., 1" Outside Dia.	Tygon	ACFUN053

Miscellaneous

1	GPS Antenna Provision	Trachte	TBD
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Specification

Electrical Notes and Exceptions to Customer Specifications

- This proposal includes provisions for customer supplied and installed GPS Antenna
- Interior and Exterior lights shall be Trachte's standard LED fixtures.
- Trachte to provide drain hose for HVAC and Eyewash stations. The drain, installation of hose, and material to direct hose under crushed rock surfacing shall be provided and installed by others.
- The HVAC system included in this quotation has been sized by Building Manufacturer based on the information available at the time of quoting. An estimation of heat dissipated from Building Manufacturer furnished equipment and Customer furnished or field installed equipment was used. Any changes to the HVAC system design due to new heat dissipation values shall require a change order.
- Information about the sensible & latent heat load produced by equipment within the building was not available at bid time. This information is needed to properly size the HVAC unit. Any changes to the HVAC system design due to revised heat dissipation values shall require a change order.
- Interior lighting is designed to meet state lighting regulation and may not meet customer specified lighting level.
- Due to interference with wireway Trachte shall provide screw covers in lieu of hinge covers.
- Grounding system included in this quotation is based on Trachte's standard approach. This was done either because clear and or complete direction was not given in the customer's specification or Trachte has taken exception to that specification. Additions or changes to the quoted grounding system and/or materials may result in additional cost to the customer in the form of a change order.
- Trachte shall meet the State modular building code requirements, but no local codes or permits have been evaluated or considered.
- Lighting and HVAC calculations shall be provided yet not stamped by a PE. If that is required, additional charges shall apply.
- This electrical quotation reflects Trachte's standard approach of meeting the requirements of the latest version of the NEC or those of the state modular building program for the final site location. In doing so it may not meet other local or customer requirements. It is the customer's responsibility to review this quotation in detail and bring questions regarding these requirements to Trachte's attention for resolution.
- Trachte shall supply and install equipment listed herein this specification only, all other equipment shall be supplied and installed by others. This Specification reflects Trachte's best interpretation of information supplied at the time of proposal. Trachte expects Customer to critically review Trachte's specification to ensure that Trachte correctly interpreted their scope of work for this proposal. Any changes or additions to this Trachte Specification will result in a Price Adjustment or a Change Order.

Items supplied and installed by others will include but are not limited to the below items.

- DC system (batteries, battery charger, battery rack, spill containment)
- Service Disconnect Switch
- Fiber Tray
- Relay Racks, SCADA racks
- Termination Cabinets
- GPS Antenna
- Card Readers
- FAT Testing
- ROXTEC
- HEMP
- Nameplates & Signage
- Any electrical equipment or device not listed



Specification

Signature

Date

*Signature acknowledges that Customer has received and read the above Trachte specification and intends to issue a purchase order based on the design, bill of materials, clarifications, notes and exceptions that Trachte has specified above. Please contact your Trachte Regional Sales Manager should you have any questions or concerns prior to signing this document.



GENERAL TERMS & CONDITIONS OF SALE

1. **General:**
Trachte, LLC ("Seller") offer to sell or acceptance of an order or line of orders (collectively "Orders") submitted by a customer ("Buyer") for products of Seller ("Products") or services of Seller ("Services") are expressly conditioned upon Buyer's acceptance of these terms and conditions ("Terms"). Seller shall not be bound by the terms and conditions set forth in Buyer's Orders. In the case of discrepancy or conflict between Orders and these Terms, these Terms shall control. Additional or differing terms contained in Orders that are not expressly acknowledged and accepted by Seller are expressly rejected. These Terms shall supersede all prior communications between Seller and Buyer including but not limited to Orders and verbal Quotations and will constitute a binding contract ("Contract") between Buyer and Seller, which can only be modified by mutual written consent of Buyer and Seller. In the event of conflict with the Terms the Seller's written Quotation and Specifications shall take precedence.
2. **Definitions:**
As used herein, the term "Buyer" shall mean the purchaser of the Products or Services identified on Seller's Quote and Specifications, Contract, or written acknowledgement; the term "Buyer's Customer" shall mean the initial purchaser of the Products and Services from a Buyer that is recognized by Seller to be purchasing such for resale; the term "Products and Services" shall mean all equipment, accessories and any labor and services identified on Seller's Order Acknowledgement, and all attachments, exhibits, amendments and change orders to it; the term "Order" shall mean the terms and conditions described in any Contract and seller's Order Acknowledgement and all attachments, exhibits, amendments and change orders to them, and these Terms & Conditions; the term "Contract" shall mean any written agreement between Seller and Buyer that is applicable to the Order and Product or Services.
3. **Applicable Documents:** All of the following documents shall be incorporated into the Contract:
 - a. "Quote or Quotation" is a Seller document describing Products or Services, sale price and other key terms of the Contract.
 - b. "Specifications" is a Seller document that provides additional detail on the Products or Services.
 - c. "Warranty" or "Warranties" are Seller documents that provide detail on the length and nature of Seller's express warranties relating to Products or Services. Only those Warranties identified in a Quote or Specifications shall apply, but if no Warranties are mentioned, then only the "Two-year Standard Limited Warranty" shall apply.
 - d. "Rigging Diagram" is a diagram reflecting location and suggested minimum lift points to avoid the risk of damage to Product during offloading and is not a certified lift plan. This document is provided when Buyer is responsible for offloading and installation of Product. The diagram also includes the Seller's Liability Disclaimer for crane rigging and operations, which applies to specified Contracts and limits Seller's liability relating to the installation of the Product.
 - e. "Storage Policy" provides the details, terms and charges when Buyer delay's shipment of completed Products and requests Seller to arrange storage.
4. **Shipment and Provision of Services:**
 - a. **Shipping:** Seller will attempt to comply with, but in no case will guarantee, a Product's shipment date or the date for completion of Services. Seller shall have no liability for loss, damage, delays or inability to ship or install Products for reasons beyond its control including, but not limited to: Acts of God; fire; floods; war embargoes; weather; labor disputes; acts of sabotage; riots; accidents; delays of carriers, subcontractors or suppliers; voluntary or mandatory compliance with any governmental act, regulation or request; shortage of labor, materials or manufacturing facilities. Seller reserves the right to prorate shipments against all Orders whenever it believes an oversold situation exists. In the event of default by Buyer, Seller reserves the right to postpone, cancel or deny the provision or sale of Products or Services to Buyer without waiving any of its rights under the Order.
 - b. **Delivery:** Adequate, all-weather site access is required to permit a semi-tractor with trailer and building load and the crane to drive into the site and stage for lift. This requires a suitable site access road and site ground surface, a drive entrance with broad enough radius and approaches without width or height obstructions, i.e. tree branches, buildings, gates, fences, overhead wires, power lines, nearby equipment, pipes or conduit, trenches, berms, etc. If Seller's Quote and Specifications include installation, the crane services are based upon the crane service provider standards for crane size and appropriate site conditions for the lift. Buyer agrees that all charges for additional services, labor, and/or equipment required, including but not limited to: larger crane, multiple cranes, extra rigging, trans-loading of building load to an interim trailer or elsewhere, jack and roll operations, insulation of energized lines, outages, etc. will be passed on to and paid by the Buyer. Unless specified otherwise in the Quote, neither Seller nor crane service provider have visited the site prior to providing a quotation.
 - i. Seller is not responsible for damage to the ground surface, i.e. asphalt, concrete, gravel etc. during placement of the building due to the crane, semi-tractor or trailer.
 - ii. The Buyer or their agent will sign the Bill of Lading upon delivery, indicating acceptance of the building in satisfactory condition. If the Buyer or their agents are not present to sign for the building, the Buyer's acceptance is automatically implied and rights to contest the building condition, at time of delivery, are waived.
 - c. **Storage:** At Seller's sole discretion, and in accordance with the Seller's Storage Policy, completed buildings may be stored in Seller's yard for a charge, which is based on the size and weight of the building or module (i.e. each split-building section). In addition to monthly storage fees, Buyer agrees to pay all associated costs for lifting, moving, off-site storage, etc. Please contact Seller for availability and cost of storage for a particular building. Seller reserves the right to terminate or refuse storage of any building contingent upon, but not limited to, production space requirements, availability of storage space, or payment of invoices. Regardless of any previous Purchase Order or Contract terms, 90% of the building price will be invoiced and must be paid based upon the ready to ship date. Buyer to contact Seller for availability and cost of storage for a particular building, and Seller will provide Buyer with a Change Order and Request for Storage documents for Buyer to approve and return prior to building storage.
5. **Shipping Charges and Passage of Title:**
All Products will ship from the Seller's factory, with the factory shipping location to be designated by Seller. Buyer is solely responsible for payment of freight, duties, handling and cartage and, unless otherwise specified by Buyer, the Seller shall determine method of shipment and other matters relating to shipment. A freight estimate to Buyer's designated location will be provided in Seller's Quotation. Site services, if applicable, will be invoiced separately at time of building delivery.

If Seller arranges delivery, Title to the Product, and all risk of loss or damage to such Product will pass to the Buyer upon delivery to Buyer's location, before installation. If Seller is responsible for installation the risk of loss passes after Product installation. For Buyer's own protection, Seller encourages Buyer to insure the Product for its full replacement value, and to carefully inspect the Product immediately upon receipt. In the event of damage a notice of claim should be filed with the carrier without delay. Such notice should also be given to Seller. In no event shall Seller be deemed to assume any liability in connection with any shipment, nor shall the carrier be construed as an agent of Seller. All claims of loss and damage are to be filed with the carrier and not Seller.

Buyer may arrange for their own building delivery, and Title to the Product, including all risk of loss or damage to Product, will pass to Buyer upon delivery of Product to Carrier.
6. **Price:**
 - a. The final price is to be documented in a written formal Quotation signed by an authorized employee of Seller. In no case will verbal negotiations, quotations; or budgetary quote letters be considered a valid purchase price. In the event of discrepancy between the price on the Buyer's order and Seller's written Quotation, the price on the written Quotation will control. In no case will Buyer's cost to prepare its facilities for the Product or Services be included in the price unless specifically specified in the written Quotation.
 - b. **Quote & Pricing Validity.** Unless specified otherwise therein, Seller's written quotation shall be valid for thirty (30) days from the quotation date. Seller's written Quotation and availability information DO NOT constitute a legal binding offer to sell. Written Quotations beyond the validity date stated therein may be reinstated subject to review of price changes for materials, components or services. Seller shall not be held responsible for price increases for materials, components, services, or foreign exchange rate changes which Seller has no direct control over, and pricing shall be increased accordingly for any Quotation regardless of validity.
7. **Acceptance:**
Trachte LLC's acceptance of Buyer's purchase order is expressly made conditional on Buyer's acceptance of Trachte' General Terms and Conditions of Sale, which is in lieu of any additional or different terms contained in Buyer's purchase order or other document or communication pertaining to Buyer's order for the Product, which additional or different terms shall be deemed ineffective. Buyer's assent to the Order shall be conclusively presumed from receipt of Seller's Order Acknowledgement without prompt objection thereto, from acceptance by Buyer of all of any part of the Product or from payment by Buyer for all or any part of the Product. The Order shall not be binding upon Seller unless Seller has issued a written Order Acknowledgement.

8. **Changes To Buyers Requirements:**

Product orders are not initiated until a signed Buyer purchase order or acknowledgement of Seller's written Quote and Specifications is received. In the event Buyer requires Product changes that effect Seller's price and delivery, the price of the Product will be increased or decreased, and the shipment date will be adjusted accordingly. Seller will notify Buyer as soon as practicable of the amount of such increase or decrease in price or extension of shipment date. Change Orders will not be initiated until Seller has received written confirmation of acceptance from the Buyer.

9. **Terms of Payment:**

Unless otherwise specified in Seller's Quotation, Terms of Payment shall be NET thirty (30) days from invoice date, progress payment invoices will be as follows: 30% Initial Drawings Provided to Customer, 30% at Start of Factory Assembly, and 40% at Ready to Ship Date. The quoted payment terms are subject to change by Seller pending credit approval, or in the event of default of Buyer. Seller requests Buyer provide credit references and banking information before or at time of order placement. All Orders with Buyer are considered separate and distinct.

Any sums not paid when due shall bear interest at 1-1/2% per month (or at highest applicable legal rate) until paid. In the event of Buyer default requiring collection, Seller shall be entitled to reimbursement for all costs associated with collection, including but not limited to bank fees, collection fees and applicable legal fees for collection upon the demand of an attorney. In any event, these actions do not relieve Buyer of any contractual obligations.

10. **Taxes, Fees and Permits:**

All prices for Products and Services are quoted exclusive of any and all taxes including but not limited to sales, excise, or other governmental or regional tax. Buyer is responsible for payment of taxes which will appear as separate line items on the invoice for the Product or Services except in the case that a valid and appropriate tax exemption certificate is provided to Seller by Buyer prior to shipment of the Product. Prices do not include local fees or building permits, which shall be the responsibility of the Buyer. If a State Approval Seal is included in the Seller specifications, then Seller has included all associated fees for those State Approvals and Inspections.

11. **Codes, Site Installation and Site Preparation:**

- a. The building is quoted as detailed in the Seller's Building Specification. Seller builds to major National Codes (IBC, UBC, NEC, etc.), however because of local building department jurisdiction, it is the Buyer's responsibility to verify that the specified Seller designed shelter meets LOCAL building codes and requirements. Seller assumes no responsibility or liability for potential delay, rejection, or additional costs arising from Buyer's failure to investigate or secure any required approvals or permits.
- b. If installation is included, Seller agrees to install the Product ready for use on the site designated by Buyer, provided the site has been made to conform to the Site Specification Requirements provided by Seller to Buyer. Seller will have the option to inspect the site prior to installation.
- c. Buyer shall provide all necessary site work for the Product installation including, but not limited to, site preparation and electric service as required to attach and install the Product ready for use. Buyer shall obtain all permits and licenses required by federal, state or local authorities in connection with the installation and operation of the Product and shall bear any expense in obtaining the same or in complying with any related rules, regulations, ordinances and statutes.
- d. In the event Buyer's local labor conditions make it impossible or undesirable to use Seller's regular employees for such installation and connection, such work shall be performed by Buyer supplied laborer, or Buyer's choice of independent contractor, at Buyer's expense, and in such case Seller agrees to offer optional pricing to provide adequate site supervision for proper completion of the installation.
- e. If no site services are purchased by Buyer from Seller, Buyer and its contractors shall follow the Rigging Diagram provided by Seller and, shall indemnify Seller from responsibility for personal injury or property damage arising during site installation and, Buyer waives any such claims against Seller.
- f. Arrangements for internal movement of the Product to the final installation location are the responsibility of Buyer.
- g. Buyer assumes all responsibility for Product damage caused by contractors or laborers supplied by Buyer.

12. **Buyer Site Acceptance:**

Buyer to accept the Product by executing the Seller supplied site acceptance document(s). The acceptance documents are not to be modified or the conditions of sale changed unless mutually agreed upon, in writing, by Buyer and Seller.

13. **Insurance:**

Seller agrees to maintain Commercial General Liability insurance to protect Buyer in the event of injury or death of any of seller's employees, or other persons, and to comply with the provisions of applicable wage & hour and workers compensation laws.

- a. Seller will maintain the following minimum coverage: Commercial General Liability with limits of not less than \$1,000,000 per Occurrence/\$2,000,000 Aggregate/\$2,000,000 Products & Completed Operations Aggregate; Worker Compensation/Employer Liability limits of not less than \$100,000/\$500,000/\$100,000, Automobile Liability limits of not less than \$1,000,000 Combined Single Limit and Commercial Umbrella limits not less than \$10,000,000.
- b. If Buyer requests Seller to store finished product on behalf of Buyer, Buyer agrees to obtain appropriate property insurance equal to at least 100% of the Product value.
- c. Buyer agrees to either; disclose at time of Quotation the value of Property Buyer ship's to Seller's factory for integration with the Product or; will carry any additional insurance needed to assure coverage in the event of damage or loss in excess of Seller's coverage.

14. **LIEN NOTICE:**

AS REQUIRED BY CONSTRUCTION LIEN LAW, SELLER NOTIFIES BUYER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON BUYER'S LAND MAY HAVE LIEN RIGHTS ON BUYER'S LAND AND BUILDINGS. IF NOT PAID, THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED SELLER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE BUYER OR THOSE WHO GIVE THE BUYER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, BUYER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. SELLER AGREES TO COOPERATE WITH THE BUYER AND HIS LENDER, IF ANY, TO SEE THAT ALL PERPETUAL LIEN CLAIMANTS ARE DULY PAID.

Upon completion and request from Buyer, Seller agrees to furnish an affidavit that all sub-contractors, laborers and materials have been paid in full.

15. **Patents, License to Use:**

The sale of the Product extends a right to use the Product. Seller does not warrant and shall not be held liable from any claim unjustified or justified by any third party for the infringement of any patent or copyright by Buyer in the use or ownership of the Product. In the event of alleged infringement, Seller may at its sole discretion request the return of the Product and refund amounts paid by Buyer for such Product minus a reasonable depreciation amount. In no case shall Seller be liable for Buyer's lost production as a result of any infringement.

Seller shall not be liable for; (i) any additions or modifications by Buyer to the Product or; (ii) items or capability added or placed in the Product and; (iii) for any third party infringement arising from Buyer supplied materials or equipment for installation or incorporation with Seller's Product. Buyer shall indemnify and hold Seller harmless from any damages or injury arising from such claims, including, but not limited to, costs and reasonable attorney fees incurred by Seller in defense thereof.



16. Termination of Contract and Delays

A. Either Party may, without prejudice to any other right or remedy the Party may have herein, terminate the Contract or any portion of a Purchase Order "Termination for Cause" if a Party had filed, or has filed against it, a petition for voluntary or involuntary bankruptcy; pursuant to any other insolvency law, Party makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consent to, the appointment of a trustee, receiver or custodian for a substantial part of its properties; or Party is generally not, or is unable to, or admits in writing its inability to, pay its debts as they become due and payable.

B. Buyer may, by written notice to Seller, terminate the Contract in whole or in part, for Buyer's convenience "Termination for Convenience". Upon receipt of written notice of Buyer's intention to terminate the Contract for convenience, or upon notice to Buyer of Seller's intention to terminate the contract for Cause, Seller shall stop work immediately and notify all suppliers and subcontractors to stop work immediately. Buyer will agree to pay Seller for all liabilities and obligations owed to Seller, at the contracted-price for all Work performed and for all Products delivered or then in progress, provided that such payment amount shall not include damages, payment for Products maintained in stock, or any anticipated profits on Products not yet shipped or Work not yet performed. In no event shall Buyer's liability exceed the total Contracted Price of the delivered Products.

Seller, within ten (10) working days of notice of termination, shall provide Buyer with the cost resulting from said termination. Buyer to provide payment of termination cost within fifteen (15) calendar days of presentation of Invoice from Seller, and agrees to take possession and remove all Products from Seller's premises within fifteen (15) calendar days of Seller's receipt of Buyer's payment, or will reimburse Seller for costs incurred to dispose of product.

C. Seller will publish a schedule at time of order acceptance with key milestones, to which both Buyer and Seller will agree. Buyer recognizes that delays requested or caused by Buyer, related to the milestones will require Seller to change the engineering, raw material procurement and/or production schedule. Such changes may lead to Seller incurring unexpected cost increases related to expediting, overtime, raw material, or other unforeseen items. If Seller incurs or anticipates incurring additional costs due to delays caused by or requested by Buyer, Buyer agrees to accept price increases that result from such schedule changes. Seller agrees to notify Buyer, in writing, at the time of the delay that such delay will cause a price change and provide the amount of the price change as soon as possible following the delay.

17. Warranty of Product:

Seller warrants the Product in accordance with the Warranties as described in; the Trachte Quotation and Specifications; the terms and limitations of which are provided in one or more separate documents. Unless otherwise stated, the Standard Two (2) year Limited Warranty shall apply. Multiple section (split) buildings must be re-assembled on site by Seller, or under the supervision of a Seller authorized Technician for the complete Seller Warranty to apply (i.e. Weatherproofing Warranty). Seller Warrant's only materials and labor performed by or in direct supervision of authorized Seller personnel.

Buyer acknowledges that Seller Quotation and Specifications may require equipment or material of third parties to be installed or incorporated into the Product. Seller disclaims any warranty arising from defects in customer furnished materials or equipment, or whether specialty or Buyer furnished material or equipment will perform when installed in Seller's Product. Buyer shall release Seller from damages or liability related to such material or equipment.

The Warranty does not extend to any Product which are (a) subject to misuse, neglect, accidents, Acts of God, or causes of a similar nature; (b) repaired or altered by anyone other than Seller, or without Seller's prior approval; (c) improperly installed without the direct supervision of Seller or Seller's authorized Technician; (d) consumable parts or materials. This Warranty does not extend to components which are separately covered by a warranty issued by the respective manufacturer.

BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

18. LIMITATION ON LIABILITIES:

IN NO EVENT SHALL SELLER BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, USE OR PROFITS), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. BUYER AGREES THAT SELLER'S MAXIMUM LIABILITY ARISING FROM ANY PRODUCT SOLD SHALL NOT EXCEED THE PRICE OF SUCH PRODUCT.

19. Assignment of Order, Licenses and Warranty:

a. **Assignment of Order:** Buyer may assign the Order to a third party only with the written consent of Seller. If Seller agrees in writing to the assignment then Seller has the sole right to change the original confirmed shipment dates, otherwise the terms and conditions of sale remain consistent with those of Buyer at the time of the assignment. In the case of an approved assignment the original Buyer remains obligated to pay any and all reschedule fees imposed up to that time.

b. **Assignment of Licenses and Product Warranty:** All licenses and Product warranties are provided to the Buyer (and OEM Buyer's Customer) and are not assignable. If the Product is disposed of, transferred outside of the Buyer's (or OEM Buyer's Customer's) facility, sold, donated, or any other way ownership is transferred, the licenses and warranty related to the Product will terminate immediately.

20. No Solicitation:

Buyer agrees not to solicit nor hire any person in the employment of Seller until two (2) years after the acceptance of the Product without the prior consent of Seller. Buyer acknowledges that such loss of employees by Seller to Buyer would cause financial damage to Seller.

21. Confidential Information:

Buyer recognizes that Seller has or will disclose Confidential Information (as defined herein) belonging to Seller or to third parties to whom Seller is under an obligation not to disclose such Confidential Information except to certain authorized parties, such as Buyer. Buyer will use the same standard of care to protect Seller's Confidential Information as it uses to protect its own proprietary information. Buyer shall have no right to copy, reproduce, or disclose Confidential Information to others in whole or in part any of the above without the prior written permission of Seller. This provision shall not supersede any active non-disclosure agreement between Buyer and Seller. As used in these Terms, "Confidential Information" means any of Seller's proprietary information, technical data, or know-how (including, but not limited to, information relating to Products, Product design, Product software, operating manuals, Services, engineering, marketing, Buyer's, pricing, or sales processes) disclosed by Seller to Buyer either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually)

22. Indemnification from Buyer's Use:

Buyer agrees that the Product will be used for commercial and not consumer purposes. Buyer agrees that the Product purchased hereunder shall be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Seller's written instructions and for the purpose for which the Product was intended, and further, in compliance with applicable government labor and safety standards, etc. Buyer agrees to indemnify and hold Seller harmless from and against all claims, demands, actions, causes or actions, judgments and costs, including reasonable attorney's fees, arising out of or in connection with the operation of the Product by Buyer, unless caused by Seller's gross negligence.

23. Severability

If any Term herein is held invalid, illegal, or unenforceable, the Parties agree that such invalidity shall not affect the validity of the remaining Terms, and the Parties agree to substitute for the invalid portion a valid provision that most closely approximates the economic and intent of the invalid portion.

24. Applicable Law:

The contract is governed under the laws of the State of Wisconsin, USA, without reference to conflict of laws principles or to the United Nations Convention on Contracts for the International Sale of Goods. The exclusive jurisdiction and venue with respect to any action arising out of or related to the purchase of the Product or Services shall be in the courts of Dane County, State of Wisconsin, and the parties hereto expressly submit to the jurisdiction of said courts.

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Over 90 years of metal building experience

