



**Mason County PUD No. 1  
Regular Board Meeting  
August 13, 2024  
1:00 p.m.**

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

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

**1) Call Regular Business Meeting to Order**

**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 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.*

**3) Consent Agenda**

**Minutes:** Regular Board Meeting July 23, 2024

<b>Disbursements:</b>	Accounts Payable Wire	\$ 84,738.91
	Check Nos 125273-125320	\$ 612,317.49
	Check Nos 125323-125357	\$ 560,348.60
	Payroll Wire	\$ 104,809.00
	Check Nos 125321-125322	\$ 1,513.71
	<b>Grand Total</b>	<b>\$1,363,727.71</b>

**4) Business Agenda**

- Motion to Correct Amount on the T3 Breaker Project Award
- Duckabush Change Order No. 1
- Award Brinnon Pole Replacement Project to DJ's Electrical
- Updated Signature Authorization Form for Added Grant Funding to Hill Way Project
- Resolution 2082- Updated Resolution Establishing a Small Works Roster

**5) Staff Reports**

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

**6) Correspondence**

**7) Board Comments**

**8) Other Business/Public Comment**

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

**10) Adjourn**

## 2024 Calendar

August 22	WPAG Virtual Meeting
September 4	PPC Embassy Suites Portland Airport
September 5	PPC Embassy Suites Portland Airport
Sep 18-20	WPUDA Association meetings, location TBD
Sept 25-27	WPUDA Water Workshop, location TBD
Sept 25	WPAG Hybrid Meeting
October 2	PPC Embassy Suites Portland Airport
October 3	PPC Embassy Suites Portland Airport
<b>October 4</b>	<b>PUD 1 Customer Appreciation Event</b>
October 23-24	Energy Northwest Members Forum, Richland
October 31	WPAG Meeting, Virtual
November 6	PPC Town Hall Embassy Suites Portland Airport
November 7	PPC Annual Meeting Embassy Suites Portland Airport
Nov 13-15	WPUDA Association meetings, Olympia



**Mason County Public Utility District No. 1**  
Board of Commissioners Regular Board Meeting  
July 23, 2024, 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  
Rob Johnson, Legal Counsel

**Visitors:** None

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

**PUBLIC COMMENT:** None.

**APPROVAL OF CONSENT AGENDA**

**Minutes:** Regular Board Meeting July 9, 2024  
Special Board Meeting July 17, 2024

<b>Disbursements:</b>	Accounts Payable Wire	\$ 74,200.08
	Check Nos 125220-125233	\$ 39,724.24
	Check Nos 125235-125272	\$520,873.64
	Payroll Wire	\$ 103,934.23
	Check Nos	\$ 1,600.00
	<b>Grand Total</b>	<b>\$740,332.19</b>

Ron made a motion to approve the consent agenda as presented; Mike seconded the motion. It passed unanimously.

**Business Agenda:**

**Marcus Perry, BPA** – Marcus was unable to travel this week so he will be rescheduled for another meeting date.

**May Financial Report** – Katie gave the May 2024 financial report.

**Financial Highlights:**

- Revenue – Gross Revenue was \$1,203,230 for the month of May 2024.
- Expenditures –Gross expenditures were \$956,609 for the month of May 2024.
- As of April 30, the PUD has \$1,125,000 in grant reimbursements outstanding for ongoing projects, which is an equivalent of about 40 days of our cash on hand.



**Mason County Public Utility District No. 1**  
Board of Commissioners Regular Board Meeting  
July 23, 2024, Potlatch, Washington

<b>Financial Metrics as Compared with Prior Year:</b>	<b>May 2024</b>	<b>May 2023</b>
Total General Cash and Investments	\$1,045,321	\$1,353,607
Current Ratio (Current Assets/Current Liabilities)	1.90 to 1	2.69 to 1
Debt Service Coverage (O&M/ Debt Service)	3.44	3.42
Long-Term Debt to Net Plant	26%	31%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	36%	40%
Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	31%	36%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	6.53	5.09
Cash on Hand (Total Available Cash/Average Daily Costs)	37 Days (General) 110 Days (All Funds)	47 Days (General) 143 Days (All Funds)

**June & 2<sup>nd</sup> Quarter 2024 Financial Report-** Katie gave the financial report for June & 2<sup>nd</sup> Q 2024.

**Financial Highlights:**

- Revenue – Gross Revenue was \$1,108,114 for the month of June 2024.
- Expenditures –Gross expenditures were \$843,319 for the month of June 2024.
- As of June 30, the PUD has \$1,125,000 in grant reimbursements outstanding for ongoing projects, which is an equivalent of about 40 days of our cash on hand.

<b>Financial Metrics as Compared with Prior Year:</b>	<b>June 2024</b>	<b>June 2023</b>
Total General Cash and Investments	\$945,196	\$1,510,725
Current Ratio (Current Assets/Current Liabilities)	2.44 to 1	3.23 to 1
Debt Service Coverage (O&M/ Debt Service)	3.44	3.18
Long-Term Debt to Net Plant	26%	31%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	33%	39%
Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	30%	35%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	6.86	4.48
Cash on Hand (Total Available Cash/Average Daily Costs)	33 Days (General) 107 Days (All Funds)	54 Days (General) 160 Days (All Funds)

**Change Order No. 3- Vuecrest Water Storage Project**– Ron made a motion to approve Vuecrest Change Order No. 3 in the amount of \$1,555.00; Mike seconded the motion. It passed unanimously.



**2nd Quarter 2024 Strategic Plan Update**– Kristin gave the commission a report of the progress as of end of 2<sup>nd</sup> Quarter 2024 on the strategic work plan.

**Staff Reports –**

**General Manager** – Kristin gave an update the Duckabush and Manzanita projects. She also reported that Senator Maria Cantwell included \$1.8 million in her appropriations request for federal funding for the engineering for Jorstad Substation and the redundant feed between the two southern end substations. We'll keep an eye out to see if the request makes it into the final budget this time. She also gave an update on how WPUDA proposes to Commerce to split up the \$1 million in utility relocation funding in the state capital budget.

**District Treasurer** – Katie reported that no Washington State projects, including our \$8 million for Jorstad Substation, were chosen for FEMA's BRIC program funding this round. There will be a meeting to discuss how to strengthen the proposals for the next round so we can reapply. The vegetation management and generator grants are moving forward through FEMA HMP though. So far, 166 applications have been approved for the Washington Families Energy Credit program.

**Water Resource Manager** – Brandy gave an update on the Vuecrest, Agate Beach and Lake Arrowhead construction projects. She also talked about water systems' iron and manganese issues on the wells located near the water.

**Legal Counsel** – Rob gave an update on a voting rights lawsuit in Franklin County that now has encompassed Franklin County PUD. He also gave an update on his mediation recommendation for the Hill Way project where we have disagreement about a lack of change orders for import material.

**Correspondence** – None.

**Board Reports –**

**Mike** – Attended WPUDA meetings at Cowlitz PUD last week.

**Jack** – Attended the WPUDA meetings virtually.

**Ron** – No report.

**PUBLIC COMMENT** – None.

**EXECUTIVE SESSION** – None.

**Adjourned: 2:25 p.m.**

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**Jack Janda, President**

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**Ron Gold, Vice President**

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**Mike Sheetz, Secretary**

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# Accounts Payable Check Register

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## 07/22/2024 To 08/16/2024

**Bank Account: 4 - UMPQUA BANK - DISTRICT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
1072 08/01/2024	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	45,040.60
1073 08/01/2024	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	21,970.07
1074 08/01/2024	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	11,839.25
1075 08/01/2024	WIRE	HRA	HRA VEBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	4,268.40
1077 07/26/2024	WIRE	WASH 25	WASHINGTON STATE EMPLOYMENT S	2024 2ND QUARTER WA CARES PREMIUM	1,620.59
3993 08/06/2024	DD	SHEL 2	MASON COUNTY JOURNAL	OVERPAID ON INV#0125151 CK#125228	0.00
125273 07/23/2024	CHK	CAROW	CAROW, CINDI	MONTHLY REIMBURSEMENT	581.81
125274 07/23/2024	CHK	GRAYJU	GRAY, JULIE	MONTHLY REIMBRUSEMENT	1,157.66
125275 07/23/2024	CHK	KESTER	KESTER, GREGORY C.	MONTHLY REIMBURSEMENT	1,640.92
125276 07/23/2024	CHK	MUNCHR	MUNCH, ROY	MONTHLY REIMBURSEMENT	917.60
125277 07/23/2024	CHK	2	SHERRY ADCOCK	INACTIVE REFUND	814.48
125278 07/29/2024	CHK	ANIXTER	ANIXTER INC	ELECTRIC STOCK INVENTORY-500 MCM WIRE	134,503.30
125279 07/29/2024	CHK	ATWORK!	ATWORK! COMMERCIAL ENTERPRISES	JUNE LANDSCAPE MAINTENANCE	8,530.27
125280 07/29/2024	CHK	BRADLEY AIR C	BRADLEY AIR COMPANY	OPERATIONS BLDG-REPAIRS TO HEAT PUMP SYS	488.85
125281 07/29/2024	CHK	CASCA1	CASCADE COLUMBIA DIST.CO.	SODIUM HYPOCHLORITE & HASA MULTICHLORINE	2,297.86
125282 07/29/2024	CHK	DEPT 11	DEPARTMENT OF LABOR & INDUSTRIE	2024 FEE ASSESSMENT-WORKER & COMMUNITY	67.50
125283 07/29/2024	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	DIESEL	1,769.25
125284 07/29/2024	CHK	ESD	EMPLOYMENT SECURITY DEPT	BENEFIT CHARGE-Q2/24-MARY DIGGLE	2,065.52
125285 07/29/2024	CHK	GDS ASSOCIATE	GDS ASSOCIATES, INC	MONTHLY WPAG EXPENSES	227.42
125286 07/29/2024	CHK	GOLDSTREET	GOLDSTREET DESIGN AGENCY, INC.	2024 SUMMER NEWSLETTER	3,327.57
125287 07/29/2024	CHK	GRAY	GRAY & OSBORNE, INC	VUEWCREST RESERVOIR AND BOOSTER STATION	11,147.72
125288 07/29/2024	CHK	HDFOWL	HD FOWLER COMPANY	WATER NON INVENTORY PARTS	466.98
125289 07/29/2024	CHK	J&I	J & I POWER EQUIPMENT INC	STIHL LOOP HANDLE TRIMMER	443.59
125290 07/29/2024	CHK	MASTELLER	KRISTIN MASTELLER	TRAVEL EXPENSE REIMBURSEMENT-WPUDA	234.65
125291 07/29/2024	CHK	PLATT ELECTRI	PLATT	ELECTRIC NON INVENTORY-SPIRAL TWINE	382.20
125292 07/29/2024	CHK	SCI INFRA	SCI INFRASTRUCTURE, LLC	LAKE ARROWHEAD WATER MAIN REPLACEMENT	306,554.88

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**Bank Account: 4 - UMPQUA BANK - DISTRICT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
125293 07/29/2024	CHK	WHITEWOLF EN	WHITEWOLF ENGINEERING SERVICES	CANAL VIEW WATER SYSTEM IMPROVEMENTS	16,760.00
125294 07/29/2024	CHK	CITI CARDS	CITI CARDS	COSTCO/CITI CREDIT CARD-ACCT #4326	20,383.71
125295 07/30/2024	CHK	2	CHARLES HERRICK	Credit Balance Refund	560.00
125296 07/31/2024	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	JACKSON TIMBER WATER-SUPPLIES	536.08
125297 07/31/2024	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	GAS & DIESEL	2,392.81
125298 07/31/2024	CHK	EDC	ECONOMIC DEVELOPMENT	2024 INVESTOR CONTRIBUTION	1,500.00
125299 07/31/2024	CHK	GENPAC	GENERAL PACIFIC INC	ELECTRIC INVENTORY PARTS-(1)PDMT TRANSF	8,464.28
125300 07/31/2024	CHK	GRAY	GRAY & OSBORNE, INC	AGATE BEACH RESERVOIR & BOOSTER STATION	5,275.59
125301 07/31/2024	CHK	HDFOWL	HD FOWLER COMPANY	WATER NON INVENTORY PARTS	6,545.62
125302 07/31/2024	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	VEHICLE #65-SOCKET SET	97.72
125303 07/31/2024	CHK	PLATT ELECTRI	PLATT	ELECTRIC NON INVENTORY PARTS	2,078.05
125304 07/31/2024	CHK	POMP'S	POMP'S TIRE SERVICE INC	VEHICLE #10-(4)NEW TIRES & BALANCE	620.91
125305 07/31/2024	CHK	ROHLIN	ROHLINGER ENTERPRISES INC	CLEAN & TEST LINEMEN'S GLOVES	161.00
125306 07/31/2024	CHK	SCOTT MCLEND	SCOTT MCLENDON'S HARDWARE #2	TIGER LAKES WATER-SUPPLIES	59.38
125307 07/31/2024	CHK	STANDARD PES	STANDARD PEST CONTROL	QUARTERLY PEST CONTROL-PUD OFFICES & SHO	211.58
125308 07/31/2024	CHK	WPUDA	WASHINGTON PUD ASSOC.	REFUND-JACK JANDA CANCELED	1,908.00
125309 07/31/2024	CHK	WASH 8	WASHINGTON STATE	JULY 2024-HEALTH, DENTAL, & LTD	49,453.82
125310 07/31/2024	CHK	WEST	WEST COAST MOBILE EQUIPMENT REP	SERVICE VEHICLE #64	1,426.46
125311 07/31/2024	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	LAKE ARROWHEAD WATER-GENERATOR SUPPLIES	194.20
125312 07/31/2024	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	SHOP SUPPLIES	782.14
125313 08/01/2024	CHK	AAA	AAA SEPTIC TANK PUMPING	PORT A POTIE RENTAL-LAKE ARROWHEAD WATER	130.00
125314 08/01/2024	CHK	AFLAC	AFLAC	SUPPLEMENTAL INSURANCE	145.04
125315 08/01/2024	CHK	DAY	DAY WIRELESS SYSTEMS	RECURRING CHARGES-TWO WAY RADIO 28 UNITS	562.58
125316 08/01/2024	CHK	HOODCA	HOOD CANAL COMMUNICATIONS	INTERNET, IT SERVICES, & ALARM DIALER	5,415.39
125317 08/01/2024	CHK	MASON7	MASON COUNTY AUDITOR	(8)ELECTRIC EASEMENTS-RECORDING FEES	2,436.00
125318 08/01/2024	CHK	US BANK	US BANK	2018 ELECTRIC REVENUE BOND FEES	900.00

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**Bank Account: 4 - UMPQUA BANK - DISTRICT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
125319 08/01/2024	CHK	US BANK-CCC	US BANK	4484 7345 5001 2554	5,496.43
125320 08/01/2024	CHK	34	WASHINGTON ALARM, INC	MONTHLY BILLING-SECURITY SYS. OPERATIONS	200.67
125323 08/01/2024	CHK	IBEW	IBEW LOCAL UNION #77	UNION DUES	1,131.01
125324 08/01/2024	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	210.00
125325 08/06/2024	CHK	2M COMPANY	2M COMPANY INC	WATER NON INVENTORY-RUST WATER SOFTENER	570.84
125326 08/06/2024	CHK	ALTEC	ALTEC INDUSTRIES INC	VEHICLE #65-TOOL APRON	1,919.04
125327 08/06/2024	CHK	ANIXTER	ANIXTER INC	ELECTRIC NON INVENTORY PARTS	1,375.20
125328 08/06/2024	CHK	BRUCE TITUS F	BRUCE TITUS FORD	VEHICLE #70-TAIL GATE HANDLE	190.43
125329 08/06/2024	CHK	COLONI	COLONIAL LIFE INSURANCE	SUPPLEMENTAL INSURANCE	601.89
125330 08/06/2024	CHK	CRC	COOPERATIVE RESPONSE CENTER, INC	AFTER HOURS ANSWERING SERVICE	1,820.11
125331 08/06/2024	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	GAS & DIESEL	3,006.88
125332 08/06/2024	CHK	EXCELSIOR CLE	EXCELSIOR CLEANING	MONTHLY JANITORIAL SERVICES	1,282.50
125333 08/06/2024	CHK	GE SOFTWARE	GE SOFTWARE INC DBA EKOS	EKOS FUEL SITE MODULE	80.00
125334 08/06/2024	CHK	GENPAC	GENERAL PACIFIC INC	WATER NON INVENTORY PARTS	245.44
125335 08/06/2024	CHK	GILLIARDI LOG	GILLIARDI LOGGING AND CONSTRUCT	LAKE ARROWHEAD WATER-CLEAN ASPHALT & ROC	145.14
125336 08/06/2024	CHK	GOLDSTREET	GOLDSTREET DESIGN AGENCY, INC.	MONTHLY WEBSITE HOSTING	60.00
125337 08/06/2024	CHK	HOODCA	HOOD CANAL COMMUNICATIONS	BORE UNDER JORSTAD CREEK TRENCH	16,065.60
125338 08/06/2024	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	SHOP-GFI RECEPTACLE	113.89
125339 08/06/2024	CHK	J&I	J & I POWER EQUIPMENT INC	KUBOTA EQUIPMENT-CABIN FILTER	5,254.96
125340 08/06/2024	CHK	LENEXA SERVIC	LENEXA SERVICES, INC	TREASURER'S BOND	1,050.00
125341 08/06/2024	CHK	MARSH	MARSH MUNDORF PRATT & SUL	WPAG MONTHLY FEES	281.19
125342 08/06/2024	CHK	MASON CO GAR	MASON COUNTY GARBAGE	MONTHLY GARBAGE CHARGES	902.97
125343 08/06/2024	CHK	NWSS	NORTHWEST SAFETY SERVICE LLC	SAFETY TRAINING JULY 11, 2024	1,136.25
125344 08/06/2024	CHK	ONLINE	ONLINE INFORMATION SERVIC	ONLINE CREDIT REPORTING	109.39
125345 08/06/2024	CHK	PERFORMANCE	PERFORMANCE SYSTEMS INTEGRATIO	ANNUAL EXTINGUISHER INSPECTIONS	775.42
125346 08/06/2024	CHK	POWER ENGINE	POWER ENGINEERS	MANZANITA SUBSTATION ENGINEERING & TEST	46,872.33



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## 07/22/2024 To 08/16/2024

**Bank Account: 4 - UMPQUA BANK - DISTRICT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
125347 08/06/2024	CHK	RICOH USA	RICOH USA, INC.	RENT ON TWO MACHINES & ADDITIONAL IMAGES	514.77
125348 08/06/2024	CHK	JOHN 3	ROBERT W. JOHNSON	MONTHLY RETAINER FEES	4,375.00
125349 08/06/2024	CHK	SCI INFRA	SCI INFRASTRUCTURE, LLC	LAKE ARROWHEAD WATER MAIN REPLACEMENT	461,218.60
125350 08/06/2024	CHK	SHEETZ, MIKE	MIKE SHEETZ	JULY TRAVEL EXPENSE	195.72
125351 08/06/2024	CHK	SPECTRA LAB	SPECTRA LABORATORIES - KITSAP, LL	CREDIT-IDEXX BOTTLES & ESS BOTTLES	3,138.10
125352 08/06/2024	CHK	UTILI1	UTILITIES UNDERGROUND LOCATION	MONTHLY ELECTRIC LOCATES	245.54
125353 08/06/2024	CHK	WEST	WEST COAST MOBILE EQUIPMENT REP	VEHICLE #64-SERVICE CALL FOR NO START	396.39
125354 08/06/2024	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	VEHICLE #64-BATTERY & CORE	140.63
125355 08/08/2024	CHK	JEFF 1	JEFFERSON COUNTY	HCC 2024 MAKE READY-PERMIT FEE UTILITY A	186.00
125356 08/09/2024	CHK	2	Sandra Jaeger	REPLACEMENT CHECK-2023 Community Solar	4.37
125357 08/09/2024	CHK	2	HANNAH JETTE	MR Refund	4,733.00
<b>Total Payments for Bank Account - 4 :</b>					(89) 1,257,405.00
<b>Total Voids for Bank Account - 4 :</b>					(0) 0.00
<b>Total for Bank Account - 4 :</b>					(89) 1,257,405.00
<b>Grand Total for Payments :</b>					(89) 1,257,405.00
<b>Grand Total for Voids :</b>					(0) 0.00
<b>Grand Total :</b>					(89) 1,257,405.00

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**PARAMETERS ENTERED:**

**Check Date:** 07/22/2024 To 08/16/2024

**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



**PUBLIC UTILITY DISTRICT NO. 1** BOARD OF COMMISSIONERS  
**OF MASON COUNTY**

N. 21971 Hwy. 101  
Shelton, Washington 98584

MIKE SHEETZ, Commissioner  
JACK JANDA, Commissioner  
RON GOLD, Commissioner

Contract No. E-072624

Date July 26, 2024

**STATE OF WASHINGTON**

**SERVICE CONTRACT**

For Breaker Foundation at t3ba'das

**THIS CONTRACT** made and entered into this 26th day of July 2024, shall be the agreed basis of performing the following work by and between Public Utility District No. 1 of Mason County, referred to as the Owner, and DJ's Electrical, Inc., hereinafter referred to as the Contractor.

**WITNESSETH:** Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

**FIRST:** The said Contractor agrees to furnish material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled:

Project No. E-072624

Form, pour and finish the breaker foundation slab. Make ground connections in the slab to ground grid, install (2) 2" conduit sweeps. (See attached scope of work.)

according to the terms of the contract documents shall include, if applicable, Request for Bids form, Instruction to Bidders, General Conditions, Supplemental Conditions, Bid Proposal, Technical Specifications, Drawings, and Exhibits, and all modifications incorporated in the documents and this Contract. Contractor agrees to abide by all applicable laws, rules and regulations related to the project including, but not limited to, prevailing wage, district insurance requirements, retainage requirements, and licensing requirements. The Contractor shall maintain during the life of this contract such Commercial General Liability Insurance, and automobile insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death and (2) property damage including loss of use thereof, which may arise from or in consequence of the operations under this contract whether such operations be by the Contractor, any subcontractor or anyone directly or indirectly employed by either of them, with minimum policy limits of one million dollars (\$1,000,000.00) combined single limits and a provision that PUD 1 will be named an additional insured.

**SECOND:** The Contractor shall release, defend and hold harmless PUD 1 entirely without cost to PUD 1 and pay and/or satisfy any and all judgments and decrees which may be rendered against the utility or any of its officers and/or agents, together with any interest thereon and all the court costs for any actions of contractor's subcontractor or the Contractor or the subcontractor's agents, for any death, injury or damages to persons or



**PUBLIC UTILITY DISTRICT NO. 1 BOARD OF COMMISSIONERS  
OF MASON COUNTY**

N. 21971 Hwy. 101  
Shelton, Washington 98584

MIKE SHEETZ, Commissioner  
JACK JANDA, Commissioner  
RON GOLD, Commissioner

property caused by the negligence or alleged negligence of the Contractor or the Contractor's subcontractors, or the Contractor or the subcontractor's employees or agents, and shall protect, indemnify, and keep and save harmless to PUD 1 and to its commissioners, officers, employees, agents, or authorized representatives for and from all suits, cost, damages, expense, judgments or decrees whatever arising out of such action or suits as may be brought as aforesaid.

**THIRD:** The Contractor is an independent Contractor and in the performance of work under this agreement shall pay all taxes, assessments or payments of every kind required by the State of Washington, or any subdivision, or agency thereof, and shall pay all assessments or payments required by the Federal Government or any agency thereof, in connection with the performance of this agreement and shall further carry Workmen's Compensation on all employees.

**FOURTH:** Time for Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed and shall be completed within 35 consecutive days after the date of notice to proceed, or no later than August 30, 2024

**FIFTH:** In consideration of the Performance of the work, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of \$4,000, Sales Tax excluded, and consisting of the following:

BASE BID	\$32,200.00
SALES TAX	\$ 2,769.20
<b>TOTAL CONTRACT AMOUNT</b>	<b><u>\$34,969.20</u></b>

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

Contractor:  
\_\_\_\_\_

Owner:  
*Public Utility District No. 1 of Mason County*

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Washington State Contractor's  
License No. \_\_\_\_\_



**PUBLIC UTILITY DISTRICT NO. 1** BOARD OF COMMISSIONERS  
**OF MASON COUNTY**

N. 21971 Hwy. 101  
Shelton, Washington 98584

MIKE SHEETZ, Commissioner  
JACK JANDA, Commissioner  
RON GOLD, Commissioner

**CONTRACTOR'S OPTION:** Payment and Performance Bond Waiver

It is hereby requested that the payment and performance bond requirement be waived for the subject contract, and 50% of the amount of the contract withheld for a period of forty-five (45) days after the date of final acceptance, and/or until receipt of all necessary releases from the Department of Labor and Industries, and Department of Employment Security, and settlement of any liens filed under Chapter 60.28. RCW, whichever is latest, as set forth in RCW 39.08.

Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

*Public Utility District No. 1 (District) is a Washington municipal corporation, a government entity that is subject to the requirements of the Washington Public Records Act, Chapter 42.56 of the Revised Code of Washington (the "Act"). District agrees that upon receiving any request pursuant to the Act for public access to or disclosure of information associated with Bidder's financial information or any other confidential information defined by Bidder as confidential in District's possession or control, District will notify Bidder of such request and provide at least 5 days written notice of such request prior to public disclosure of the documents. Bidder may take such efforts to assert or exercise any rights available to Bidder under the Act to prevent or limit such public disclosure or access at Bidder's sole and exclusive expense.*



July 26<sup>th</sup> 2024

Jeremiah Waugh, PE  
Engineering Manager  
Mason County PUD 1  
jeremiahw@mason-pud1.org

RE: T3 Breaker Foundation  
Project: TSBADAS Substation, N. 21971 Hwy 101, Shelton, WA 98584

Below is the cost and description of work to provide labor and equipment to perform the work as noted below.

Work includes and assumes:

- Mobilize with underground crew, equipment and tools to perform work
- Installation of (1) 10'x10'x2' Foundation Pad (Concrete and Rebar)
- (2) 2" Conduits to foundation. Tie into existing conduits.
- (2) Grounding connections from foundation rebar to existing ground grid.
- (2) Embedded ground pad connections to existing ground grid.
- Backfill and rock if needed
- PUD to provide apprentice to assist in installation.

Our cost to complete the work as noted above is - **\$32,200.00**

All work to be completed per industry standards.

Excludes – permits, sales tax, safety watch

Thank you for the opportunity to quote this work, we look forward to working with you.

Sincerely,

*Scott Erickson*

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Date



**PUBLIC WORKS CONTRACT**

**CHANGE ORDER FORM**

NO. 1

The following changes are hereby incorporated into this Contract:

A. Description of Change:

Purchase of contractor-supplied materials needed to complete install.

B. Contract Price Adjustment:

As a result of this Change Order, the total Contract shall be increased/decreased by the sum of \$ 192,182.99, 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 \$ 1,309,671.64, including sales tax.

C. Time of Completion:

The time of completion shall be increased/decreased by 0 calendar days. The revised completion date shall be 10/31/2024.

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

**CONTRACTOR**

**PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY**

Company: RiverLine Power, LLC

Accepted by: Luke Levin *L. Levin*

Title: Project Manager

Date: 7/19/2024

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## AGREEMENT BETWEEN OWNER AND CONTRACTOR

<b>The Effective Date of this Contract is:</b>	August 6, 2024
<b><u>The Parties to this Contract are:</u></b>	
<b>The “Owner”</b>	Mason County Public Utility District No. 1
<b>The “Contractor”</b>	DJ’s Electrical
<b>Project Name:</b>	2024 Brinnon Pole Replacement Project
<b>The “Architect” or “Engineer:”</b>	Owner
<b>The “Work:”</b>	See “Scope of Work,” Exhibit <u>A</u>
<b>Alternates included in the Contract Sum:</b>	N/A
<b>Contract Sum for the Work:</b> <i>(not including sales tax)</i>	\$ 125,320.00
<b>Payments:</b> <i>(check one)</i>	<input type="checkbox"/> The Owner will make monthly progress payments. <input type="checkbox"/> The Owner will make a lump sum payment after completion. <input type="checkbox"/> See Supplemental Conditions
<b>Date of Substantial Completion of the Work:</b>	August 31, 2024
<b>Date of Final Completion of the Work:</b>	<u>5</u> days after Substantial Completion
<b>Liquidated Damages:</b>	\$ <u>100</u> per day for each calendar day beyond the Contract Time that Substantial Completion is not achieved.
<b>Owner’s Permit Responsibilities:</b>	Jefferson County Permit
<b>Unit Prices:</b>	N/A
<b><u>Minimum Required Insurance:</u></b>	
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:	N/A
Watercraft Liability:	N/A
Property Insurance:	Full insurable value
Boiler and Machinery Insurance:	N/A
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.

9.2.3 **Payment.** The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work for which the Owner has paid (including, but not limited to, workers and Subcontractors). The Contractor shall furnish to the Owner releases of liens and claims and other documents that the Owner requests from time to time to evidence such payment (and discharge). Nothing in the Contract Documents shall obligate the Owner to pay or to cause the payment of any moneys due to any Subcontractor of any tier or other person or entity, except as may otherwise be required by law or regulation.

9.3 **Workers.** The Contractor shall enforce strict discipline and good order among persons carrying out the Work and shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. At no change to the Contract Sum or Contract Time, the Owner may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that the Owner considers objectionable.

9.4 **Warranty.** The Contractor warrants that materials and equipment furnished under this Contract will be of good quality and new, that the Work will be performed in a workmanlike manner, free from defects not inherent in the quality required, and that the Work will conform with the requirements of the Contract Documents.

9.5 **Progress Schedule.** Within *fourteen (14) days* of execution of this Contract, the Contractor shall submit a schedule of the Work to the Owner ("Progress Schedule"). The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor shall use the Progress Schedule (as updated) to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.

9.6 **Clean-Up.** The Contractor shall keep the site and surrounding area free from accumulation of waste materials caused by operations under the Contract.

9.7 **Indemnification.**

9.7.1 Subject to the following conditions and to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its agents, employees, consultants, successors and assigns (together, the "Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including but not limited to costs, attorneys' fees, and other litigation expenses incurred on such claims and in proving the right to indemnification, arising out of or resulting from the performance of the Work by or any act or omission of the Contractor, its agents, any Subcontractor of any tier, and anyone directly or indirectly employed by them (together, the "Indemnitor").

.1 The Contractor will fully indemnify and defend the Indemnified Parties for the sole negligence of the Indemnitor.

.2 The Contractor will indemnify and defend the Indemnified Parties for the concurrent negligence of the Indemnitor only to the extent of the Indemnitor's negligence. The Contractor agrees to being added by the Owner as a party to any mediation, arbitration or litigation with third parties in which the Owner alleges indemnification or contribution from the Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will similarly stipulate in their subcontracts. To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect.

9.7.2 After mutual negotiation of the parties, the indemnification obligation shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts in claims by an employee of the Contractor or a Subcontractor of any tier against any person or entity indemnified under this Paragraph 9.7. For the sole purpose of effecting the indemnification obligations under this Contract and not for the benefit of any third parties unrelated to the Owner, the Contractor specifically and expressly waives any immunity that may be granted it under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

9.8 **Records.** The Contractor shall maintain and preserve books, ledgers, records, estimates, correspondence, logs, schedules, electronic data and other documents relating or pertaining to the costs and/or performance of the Contract ("records"). Within *seven (7) days* of the Owner's request, the Contractor shall make available at the Contractor's office all records for inspection, audit and reproduction (including electronic reproduction) by the Owner's representatives. These requirements apply to each Subcontractor of any tier. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that the invocation of any rights under RCW 42.56 shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner.

9.9 **Compliance with Law.** The Contractor, its employees, Subcontractors of any tier and representatives, shall comply with all applicable laws, ordinances, statutes, rules and regulations, federal and state, county and municipal.

9.9.1 **Prevailing Wages.** The Contractor shall comply with all applicable provisions of RCW 39.12, including but not limited to submission of approved "Statements of Intent to Pay Prevailing Wage," payment of all Labor & Industries' fees, submission and posting of approved "Statements of Intent to Pay Prevailing Wages" and payment of prevailing wages. The State of Washington prevailing wage rates applicable for this public works project, which is located in Mason County, may be found at the following website

address of the 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**



August 2, 2024

Jeremiah Waugh, PE  
Mason County PUD #1  
21971 N, Hwy. 101  
Shelton, WA 98584  
jeremiahw@mason-pud1.org  
Cell: (360) 605-6191

Project: HCC Make Ready

Below is the cost and description of work to provide labor and equipment to perform the work as noted below.

**Proposal Items:**

- Replace and add new poles and do all other associated work as indicated on the following drawings and staking sheets:
  - 0 HCC Make Ready.pdf
  - 1 HCC Make Ready Construction Units.pdf

Our cost to complete the work: **\$125,320.00**

All work to be completed per Mason County PUD #1 standards.

**Proposal Inclusions:**

- Labor, Equipment and Traffic Control.

**Proposal Exclusions:**

- Permits, Sales Tax.

**Proposal Assumptions:**

- Work hours 10-hour days Monday through Friday.

Thank you for the opportunity to quote this work, we look forward to working with you.

Sincerely,  
Ward Ritola

\_\_\_\_\_  
DJ's Electrical Approval

8/2/24

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mason County PUD #1

\_\_\_\_\_  
Date

P.O. Box 289, Brush Prairie, WA 98606  
Office (360) 666-8070 Fax (360) 666-6529



## Resolution No. 2082

A RESOLUTION OF PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY, WASHINGTON, ON THE SUBJECTS OF ESTABLISHING A SMALL PUBLIC WORKS ROSTER AND THE AUTHORITY TO USE THE ROSTER PROCESS TO AWARD SMALL PUBLIC WORKS CONTRACTS, A CONSULTANT SERVICES ROSTER FOR GENERAL CONSULTING AND OTHER PROFESSIONAL SERVICES, AND A VENDOR ROSTER FOR GOODS AND SERVICES.

WHEREAS, RCW 39.04.151-154 and other laws regarding contracting for public works by authorized local governments, allow certain contracts to be awarded by a small works roster process; and

WHEREAS to be able to implement a small works roster and process, the DISTRICT is required to adopt a resolution, establish reporting procedures that are publicly available, and commit to providing the most practicable opportunities for small businesses when using Direct Contracting; and

WHEREAS to be able to use Direct Contracting on occasion, the DISTRICT is required to develop a Business Utilization Plan; and

WHEREAS, chapter 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded using a vendor list.

NOW, THEREFORE, THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

- Section 1.** Resolution No. 1017 is hereby repealed and replaced with this Resolution.
- Section 2. MRSC Rosters.** DISTRICT hereby elects to use the statewide small works roster established under [RCW 39.04.151\(2\)](#) and administered by the Municipal Research Services Center of Washington (MRSC).
- Section 3. Small Works Roster.** DISTRICT adopts the following to use in the management and awards of small public works projects as allowed under RCW 39.04.152. The DISTRICT will maintain separate procedures and contracting templates for small works roster contracts.
- A. Small Works, as defined by RCW 39.04.152 are public works projects estimated to cost \$350,000 or less, excluding sales tax, for the construction, renovation, remodeling, repair, or improvement of real property.

- B. A Small Works Roster is a pre-established list of properly licensed contractors, registered to do business with DISTRICT under selected project types and (work) categories.
- C. The Small Works Roster process is an alternative to publicly advertising public work projects.
- D. Every small works contract is subject to the same public works bidding, award, and compliance requirements of chapter 39.04 RCW unless specifically included in RCW 39.04.151-154, this resolution, or the incorporated policies or procedures.
- E. Small Work Roster contract procurements will be bid through the DISTRICT's procurement processes using email, sealed bids, etc., except as may be used in small works roster direct contracting process. (RCW 39.04.152(4))
- F. Only those contractors registered with MRSC Rosters will be invited to bid on small works roster projects.
- G. **Invitations for bid** or direct contracting negotiations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
- H. Small Works contracts will be awarded to a responsible contractor (RCW 39.04.350) submitting the lowest responsive bid, unless using direct contracting where a contract will be awarded to a responsible contractor submitting a competitive bid or negotiated bid.
- I. Small Works bidding and award information will be entered by DISTRICT into the statewide small works roster platform immediately upon conclusion of each small works roster award.
- J. Small Works bidding and award data will be part of the DISTRICT's procurement files and records and all documents will be available for review with the DISTRICT's General Manager.
- K. **Annual Notification and Invitation.** At least once a year, MRSC shall, on behalf of the DISTRICT publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and invite contractors to register on the statewide small works roster. Additionally, as required by RCW 39.04.151(1)(c), MRSC will notify the Office of Minority and Women's Business Enterprise (OMWBE) directory of certified firms and invite small businesses to apply to the roster.



L. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC and meets minimum State requirements for roster listing.

M. **Direct Contracting.**

The DISTRICT intends to use the direct contracting option (RCW 39.04.152(4)) whenever practicable for Small Works projects estimated to cost \$150,000 or less, excluding sales tax. The DISTRICT has developed additional policies and procedures to ensure the DISTRICT uses Direct Contracting with the spirit and intent of the statute; and are incorporated herein as follows:

1. Direct Contracting Procedures (including rotation and negotiation options)
2. Business Utilization Plan

The DISTRICT delegates authority to oversee and manage the use and outcomes of the small works roster to the General Manager. As the delegated authority, the General Manager will be responsible for ensuring all necessary policies, procedures, templates, contracts or similar are developed and used in accordance with the applicable statutes and guidance provided by MRSC.

Further, the General Manager will be responsible for establishing and implementing the DISTRICT's Business Utilization Plan and reporting annually on the utilization and improvements needed to the policy or contracting processes to meet or exceed the established goals for small business utilization through the Direct Contracting opportunities.

The General Manager will also be responsible for data collection, reporting, and similar on all activities, uses, and awards for small works and will ensure all information is provided to MRSC, the state, or the public as required or requested.

**Section 4. Consultant Services Roster.** DISTRICT adopts the use of the MRSC Rosters Consultant Roster (vendor list) to be used for the procurement and award of consultant services.

- A. **Consultant Services.** Consultant services can be "personal services" such as technical expertise, studies, project management, planning, or similar, or "architecture and engineering services" or "professional services" services as defined by chapter 39.80 RCW. For all services, DISTRICT reserves the right to procure using methods other than formal sealed bidding (low bid) as afforded under RCW 39.04.190.
- B. **Soliciting to join the Consultant Roster.** MRSC Rosters, as provided as part of their membership service, will publish twice a year, in a newspaper of general circulation within the DISTRICT's county, a notice of the existence of the Consultant Roster and solicit consultants to join on our behalf. (RCW 39.04.190(2))

C. **Procuring Consultants.** The DISTRICT adopts the following as policies, procedures or similar when contracting for consultant services:

1. **Personal Services.**

a. Personal consultants, firms and individuals that provide subject matter expertise, or services more intellectual in nature such as studies, accounting, legal, project management, or similar shall be procured using a Request for Proposal (RFP). Selection should be based on the best value provided to the DISTRICT and include scoring on experience and expertise in the field or industry needed, a proposed approach to completing services, capabilities of the businesses staff, time, and cost to complete the work.

2. **Professional Services.**

a. Professional architecture and engineering services shall be procured under the requirements of chapter 39.80 RCW, using the MRSC Consultant Roster. Procuring professionals will be through a Request for Qualification (RFQ) and/or Request for Proposals (RFP) with Qualifications. Price and/or the cost of the professional services will be 10% or less of the overall score. Selection criteria should clearly define the scope of services and the details on how the DISTRICT will determine the most qualified professional (or firm), which will be different depending on the DISTRICT need. Further, selection criteria shall include a plan, as appropriate, to include minority and women-owned firms, small business, and veteran-owned firms to the maximum extent practicable.

3. **Electronic Submissions.** As required by RCW 39.04.190(2), the DISTRICT established the following procedure for securing written proposals or submittals for consultant services.

a. Unless otherwise adopted, through establishment of an e-procurement tool, the DISTRICT will use email communications to request and receive submissions.

b. An RFQ or RFP shall be developed that will include at a minimum a description of the services needed, the time of performance, the scoring criteria with descriptions and relative weighting, the schedule with due dates, and any other relevant information. Attached to each RFQ or RFP shall be the intended contract to be signed.

c. A selection committee will be formed with at least 3 staff members or members of the District to review and score the submissions. The selection committee will sign statements attesting they have no conflicts of interest in the matter and all proceedings will be confidential until Award.

- d. A list of business will be pulled from the MRSC Rosters consultant roster under the category of need, and an email request will be sent only to the businesses on the roster list of businesses.
- e. Once submittals are received, the selection committee will review, score, and recommend award to the consultant scored the highest.
- f. **Records.** The original request, responses, scoring, and award documentation will be kept in the DISTRICT's records and will be available upon request.

4. **Award of Consultant Contracts.**

The method for awarding consultant services contracts.

- a. The Commission has delegated the authority to award contracts to the General Manager for consulting services costing less than or equal to \$350,000, the General Manager shall have the authority to award contracts for consulting services without commission approval, provided that the commission shall ratify the General Manager's signature and delegation of authority through the DISTRICT's standard process for such matters. For consulting services anticipated with an anticipated value more than \$350,000, the DISTRICT staff shall review, score, and present to the Commission for final action to award all contracts for consulting services.

- D. **Posting of Awards.** In accordance with RCW 39.04.200, all consultant/services contract awards will be posted to the DISTRICT's website at least every other month.

**Section 5. Vendor Roster.** DISTRICT adopts the use of the MRSC Rosters Vendor Roster (vendor list) to be used for the procurement and award of materials, supplies, equipment or similar. The following vendor list roster procedures are established for use by the DISTRICT pursuant to RCW 39.04.190 and Resolution No. 2082:

- A. **Purchase of materials, supplies, or equipment not connected to a public works project.** The DISTRICT is not required to use formal sealed bidding procedures to purchase materials, supplies, or equipment not connected to a public works project where the cost will not exceed the statutory threshold of the DISTRICT as provided in RCW 54.04.0070. The DISTRICT will attempt to obtain the lowest practical price for such goods and services.
- B. **Publication.** At least twice per year, MRSC shall, on behalf of the DISTRICT, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the vendor list roster and solicit the names of vendors for the vendor list roster. MRSC shall add vendors licensed to do business in the State of

Washington to the Vendor Roster at any time when a vendor completes the online application and meets and minimum requirements.

- C. **Electronic Quotations.** The DISTRICT shall use the following process to obtain written quotations from vendors for the purchase of materials, supplies, or equipment not connected to a public works project:
1. A written Invitation (to Bid or Quote) with description shall be drafted for the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, together with any evaluation criteria and any relevant information of the purchase. The contract intended to be signed by the successful vendor is also to be included in with the invitation.
  2. The General Manager, or their designee, shall make a good faith effort to contact at least three (3) of the vendors on the roster to obtain written quotations from the vendors for the required materials, supplies, or equipment;
  3. The General Manager, or their designee, shall not share written quotations received from one vendor with other vendors soliciting for the bid to provide the materials, supplies, or equipment;
  4. A written record shall be made by the General Manager, or their designee, of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor;
- D. **Determining the Lowest Responsible Bidder.** The DISTRICT shall purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that whenever there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected, and the DISTRICT may call for new bids.
- E. **Award.** All of the bids or quotations shall be collected by the General Manager or their designee. The General Manager, or their designee, shall create a written record of all bids or quotations received, which shall be made available by request after the award of the contract.
1. The commission delegates the authority to award bids to the General Manager of the DISTRICT for materials, supplies, or equipment costing less than or equal to the statutory threshold of the DISTRICT as provided in RCW 54.04.070, the General Manager shall have the authority to award public works contracts without commission approval, provided that the commission shall ratify the General Manager's approval at the next scheduled commission meeting by means of the consent agenda. For materials, supplies or equipment costing more than the statutory threshold of the DISTRICT as provided in RCW 54.04.070, the commission shall award all vendor contracts.

- F. **Posting of Awards.** In accordance with RCW 39.04.200, all vendor contract awards will be posted to the DISTRICT's website at least every other month. The posting will include the vendor awarded the contract, the amount of the contract, a brief description of the items purchased, and the date it was awarded.

ADPOTED by the Board of Commissioners of Public Utility District No. 1 of Mason County, Washington at a regular meeting on August 13th, 2024, the following commissioners being present and voting.

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Jack Janda, President

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Mike Sheetz, Secretary

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Ron Gold, Vice President