

Scatchet Head Water District

SCATCHET HEAD WATER DISTRICT (SHWD)
ISLAND COUNTY WASHINGTON

Minutes for October 11, 2024

MEETING PLACE

Scatchet Head Community Club Building, 3742 Driftwood Drive, Clinton, WA

IN ATTENDANCE:

Commissioner Lipoti
Commissioner Mach
Commissioner Mullins

ABSENT:

None

COMMUNITY MEMBERS IN ATTENDANCE

Curtis Price

The meeting was called to order at 9:30 by Curt Schoenfelder.

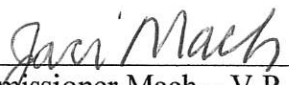
The USDA form 1924-16 was used as an outline, and additional topics were written on the form by Commissioner Lipoti. This form will serve as the detailed minutes of the meeting.

Based on the successful completion of the Pre-Construction Conference, the Notice to Proceed can be issued.

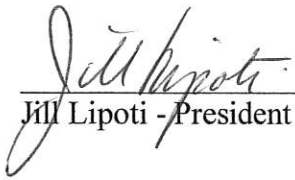
The meeting was adjourned at 11:00AM.



Commissioner Mullins, Treasurer



Commissioner Mach – V.P.



Jill Lipoti - President

RECORD OF PRE-CONSTRUCTION CONFERENCE

DATE: 10/11/2024

NAME OF ASSOCIATION Scatchet Head Water District	ADDRESS (including Zip Code and Telephone) 7906 Guemes Avenue Clinton, WA 98236
NAME OF CONSULTING ENGINEER (FIRM) Wilson Engineering, LLC	ADDRESS (Including Zip Code and Telephone) 805 Dupont St, Suite 7 Bellingham, WA 98225
NAME OF CONTRACTOR (FIRM) SRV Construction, Inc.	ADDRESS (Including Zip Code and Telephone) PO Box 507 Anacortes, WA 98221

LOCATION OF CONFERENCE Wilson Engineering, 805 Dupont St, Bellingham, WA / virtual

SUBJECTS TO BE DISCUSSED

1. Identification of Official Representatives of Association, Architect, Engineer, Contractor and Agency:

ASSOCIATION: Jill Lipoti, District Pres. ARCHITECT/ENGINEER: Curt Schoenfelder, PE
HEADQUARTERS: Clinton, WA HEADQUARTERS: Bellingham, WA
CONTRACTOR: John Snyder, Project Mgr. AGENCY: Betsy Dillin, PE + Jayson Reyna
HEADQUARTERS: Anacortes, WA HEADQUARTERS: Olympia

2. Responsibilities of Consulting Architect/Engineer: (Does not "supervise" the contractor's employees, equipment or operations.)

Interprets plans and specs; makes site visits; provides resident project rep (RPR); prepares Partial Payment Estimates (PPE), and Change Orders (CO) to the Owner and RD; and reviews Contractor as-built (AB) drawings and shop dwgs.

3. Responsibilities of Association's: (Actual contracting Organization)

Processes COs, PPEs, and prepares Outlay Report (OR); payments to Contractor; complies w/ RD closing conditions and loan approval conditions; channels comm to the Contractor through Engineer; and reviews project for acceptance (enr rec). *Monthly excel - only if we bill -*

4. Responsibilities of Agency Representative: (Must see the approval conditions are observed and represents the Government's interests.)

Monitors construction by making periodic site visits; reviews & approves PPEs, COs, ORs, & attends final inspection w/ Owner, Engr & Contractor. Intent is to protect Govt interests & verify loan closing conditions. Supervisory lender.

5. Responsibilities of Contractor: (Review contract terms.)

Perform work required in the CDs in workman-like manner; maintain comm w/ Engr by pointing out potential problems; responsible for construction safety. *comply w/ permit conditions*

6. Responsibilities of Any Other Agency Contributing to the Project:

Dept of Commerce Public Works Board; same as USDA-RD described above in 4.

7. General Discussion of Contract:

A.. Alternative Specifications: (Does everyone understand the alternatives applicable to the contract as awarded?)

Discussion of the contract by all parties. Forthcoming Change Order for tie-in looping and terminations/connections for Bid Schedules not awarded. *Change order for tie-in looping at North end of Smith George*

B. Initiative Construction: (Notice to Proceed.)

Notice to Proceed (NTP) anticipated to be issued ASAP after this preconstruction meeting. *early next week.*

*Smith George
Mills + Penwinkle*

C. Completion Time for Contract: (Does everyone understand contract requirements and methods of Computing?)
Contract time will begin as provided in the NTP. The # of calendar days to Substantial is 240, 270 to Final. Discuss reduced scope impacts.

Substantial -
"in operation"

D. Liquidated Damages:
LDs for each day past Substantial is \$1,500 per day. LDs for each day past Final (date of completion and readiness for final payments) is \$750 per day.

Final
Payment
is not
necessary until
final

E. Requests for Extension of Contract Time:
Contract Times may only be changed by a Change Order, and must be approved by the Owner and RD.

F. Procedures for Making Partial Payments:
See attached Supplement.

G. Guarantee on Completed Work: (Materials, Installed Equipment, Workmanship, Etc.)
In general, one (1) year from the date of Substantial Completion.

H. Other Requirements of the Contract and Specifications which Deserve Special Discussions by All Parties.
If Historic or Archaeological findings are encountered, all parties shall follow the Unanticipated Discovery Plan outlined in the Contract Documents (SC-19.10.3: Environmental Requirements).

8. Contractor's Schedule:
A. Analyze Work Schedule in Sufficient Detail to Enable Consulting Engineer to Plan His Operations: (Consideration must be given to needs of Association and the planned operations of other contractors.)

GC Article 2.03.A requires submittal of preliminary Progress schedule, submittal schedule, & Schedule of Values w/in 10 days of agreement. Finals must be approved at least 10 days before first application for payment.

B. Equipment to be, Used by Contractor:
Discuss/list any special Equipment.

Directed Drilling +
Pipe Boring

C. Contractor's Plans for Delivering Materials to Project Site: (Protection and Storage of Materials.)
GC 7.13 Safety & Protection, materials to be stored as necessary to protect from damage/weather. Contractor responsible until final acceptance. Stored materials covered under Prop. Ins. per GC 6.05, or per SCs. PI by Contractor or SC.

Bring it in
as needed.
Storage inside
fence

9. Sub-Contracts: (Review and approval of proposed Sub-Contractors and their work schedules)
The following forms must be submitted by all subs whose work exceeds the following amounts: 400-6 (compliance statement) if \$>10,000; AD 1048 (Debarment Statement) if \$>25,000; 1940-Q A-1 (Cert of Contracts, Grants, Loans) if \$>100,000.

10. Status of Materials Furnished by Association:
A. Schedule for Future Deliveries:
n/a

B. Procedures to be Adopted by Contractor in Accounting for and Storing Such Materials:

n/a

11. Change Orders: (Detailed explanation of procedure to be followed and clearance which must be obtained before changes are implemented.)

See attached Supplement.

12. Staking of Work: (Clear Define responsibilities Architect/Engineer and Contractor. Line and Grade must be furnished by Architect/Engineer.)

Construction staking to be provided by the Contractor.

13. Project inspection:

A. Functions of Consulting Architect/Engineer, Including Records and Reports:

See attached Supplement.

B. Key Responsibilities at Owner:

Stay informed of project status and notify RD of any problems or delays.

C. Responsibilities of Agency:

Monitor construction progress to protect the interest of the Gov't. Review daily log & inspection reports. May make site visits prior to payments. Monitor is Avon, Jason + Betsy

D. Safety and Sanitary Regulations: Portable Toilet

The Contractor is responsible for complying with local, state and OSHA regulations.

14. Final Acceptance of Work: (Include requirements for tests and cleanup of project site)

Engineer will monitor testing & approve cleanup work. Owner, RD, and Engr will jointly make a final inspection. Owner & RD will not accept project w/o Engr rec.

15. Labor Requirements:

A. Equal Employment Opportunity Requirements:

Applicable on all projects funded with federal dollars.

B. Davis-Bacon Act:

n/a

C. Other Federal Requirements:

n/a

D. State and Local Requirements:

WA State Prevailing Wages. Comply with Island Skagit County permits.

E. Union Agreements:

n/a

F. Reports Required:

Prevailing wages statements and affidavits.

16. Equal Employment Provisions of Contract:

SC19.8 relating to EO 11246 "Equal Employment Opportunity" outlines requirements to be met by Contractor. All contracts must include the EO clause 41 CFR 60-1.4b.

17. Rights-of-way and Easements:

A. Explain any Portion of Project Not Available to Contractor:

n/a - all work in County right-of-way, Scatchet Head Water District owned property, or Scatchet Head Community Club private easement (lower S George).

B. Contractors Responsibilities During Work Covered by Contract:

Contractor's responsibility to keep all construction work & equipment w/in any public ROW & easements, for any damages to adjacent properties from work out of.

C. Coordination With Railroads, Highway Departments and Other Organizations:

Island County right-of-way permit requirements and compliance. Maintain access to Community Club properties, not a through route.

18. Placement of Project Signs and Posters:

A project sign shall be erected before the first application for payment. Sign location to be approved by Owner and Engineer.

19. Handling Disputes:

Try to handle between Engr&Project Super. If not possible CDs provide for course of action. Good coord and comm between Contractor and Owner is essential.

NOTED AND CONCURRED WITH, But understood not to be a modification of any, existing contracts or agreements:

(Signatures of Members of Governing Board of Association)

(Contractor Representative)

(Contractor Representative)

(Consulting Architect/Engineer Representative)

(Agency Representative)

Jill Ligato

(Chairman)

Paul Mallin

(Board Member)

Jaci Mach

(Board Member)

USDA Form RD 1924-16

Record of Pre-Construction Conference, 10-11-2024

SUPPLEMENT

Owner: Scatchet Head Water District

Project: Water System Improvements

+ PWB

7. General Discussion of Contract, F. Procedures for Making Partial Payments:

Contractor submits monthly pay requests to Engineer as required by contract documents. If acceptable, Engineer forwards to Owner with supporting documentation and receipts requesting approval. Owner processes and forwards same to RD for final approval and release of funds. A 5% retainage will be withheld in accordance with Article 6.02.A.1 of the Owner-Contractor agreement. The retainage will not be placed in escrow, or invested for the benefit of the Contractor as provided by the supplementary conditions and RCW 60.28.011 (10). Note: "farmers home administration" has been named Rural Development of which RD is a sub agency. Tentative Contractor's Cut-Off Date should be based upon Owner's Board meeting review and approval date including Engineer's review period. Owner Board Meeting date - 3rd Tuesday of the month, Engineer review period - 10 working days. Contractor's tentative submittal date 7th of month. RDs notice to Owner to release funds within 7 Business days. These dates are not a guarantee but to be used as a general guide.

11. Change Orders:

+ PWB as appropriate

Approval by both Owner and RD is required. Use the change order format provided in the contract documents. Engineer can obtain verbal approval from RD on urgent work. Change Order is required for any change in contract time, cost, or changes in work. Provide justification for change on the Change Order form. RD approval must be obtained before Change Order work is performed except for an emergency situation. Change Order work must be approved by RD and Owner before payment can be made.

13. Project inspection, A. Functions of Consulting Architect/Engineer, Including Records and Reports:

Responsibilities of the Resident Project Representative (RPR) including, but are not limited to, taking direction from and notifying the Engineer of construction events, verifying the amount of work performed for monthly payments, monitors construction schedule, reporting any unsatisfactory/faulty/defective work, tracking as-built conditions, keep daily log and daily inspection reports, logging all tests, and preparing a punch list. The RPR does not direct the contractor's work, nor approves change orders or other deviations from the plans and specifications. The RPR is Mark Bryant, Wilson Engineering.

Other Discussion Items:

- Discuss anticipated work days (4~ 10 hr days, 5~ 8 hr days).
- Progress meetings. Plan on weekly initially.
- Request to Sublet – in receipt of four –
- Submittals
 - In receipt of piping submittals - electrical also
 - AIS certifications
 - Sequence and Phasing Plan
 - Trenchless work plans
- Other

dependent on weather

good documentation for change orders
establish necessity + price

Site visits by Betsy / Jason

Punch list 95% complete

100% - Jason -
final inspection