



## **AGENDA**

Mason Transit Authority Board  
Regular Meeting  
March 19, 2019, 4:00 p.m.  
Mason Transit Authority  
to be held at the following location:  
*Transit-Community Center  
601 West Franklin Street  
Shelton*

### **OPENING PROTOCOL**

**CALL TO ORDER  
ROLL CALL AND DETERMINATION OF QUORUM  
ACCEPTANCE OF AGENDA – ACTION**

### **PUBLIC COMMENT**

### **CONSENT AGENDA – ACTION**

1. **Pg. 03: Approval of Minutes: Approval of the minutes of the February 19, 2019 MTA regular Board meeting**
2. **Pg. 06: Financial Reports: December, 2018 & February 2019**
3. **Pg. 16: Check Approval: February 15 –March 13, 2019**

### **REGULAR AGENDA**

#### **UNFINISHED BUSINESS:**

1. **Pg. 26: Operations and Maintenance Committee Recommendation – ACTIONABLE**

#### **NEW BUSINESS:**

1. **Pg. 27: IT Wireless Policy (POL-701) – Resolution No. 2019-03 – ACTIONABLE**
2. **Pg. 33: IT Acceptable Use Policy (POL-702) – Resolution No. 2019-04 – ACTIONABLE**
3. **Pg. 45: IT Remote Access Policy (POL-704) – Resolution No. 2019-05 – ACTIONABLE**
4. **Pg. 50: Scarsella Contract for Pear Orchard Park & Ride – Resolution No. 2019-06 – ACTIONABLE**
5. **Pg. 68: CHG Contract for Roof Replacement Bldgs 3 & 4 – Resolution No. 2019-07 – ACTIONABLE**
6. **Pg. 91: Van Replacement for Vanpool Program – ACTIONABLE**

### **INFORMATIONAL PRESENTATION**

1. **Pg. 93 Fares**

### **INFORMATIONAL UPDATES**

1. **Pg. 101: Park and Ride Update**
2. **Pg. 102: Management Reports**

### **GENERAL MANAGER'S REPORT**

**COMMENTS BY BOARD**

**PUBLIC COMMENT**

**ADJOURNMENT**

**UPCOMING MEETING:**

**Mason Transit Authority  
Regular Meeting**

*April 16, 2019 at 4:00 p.m.*

*Port of Allyn*

*18560 E SR 3*

*Allyn*

*All participants are welcome. The meeting locations are ADA accessible. If you anticipate needing any type of accommodation or have questions about the physical access provided, please call 360-426-9434 in advance. We will make every effort to meet accommodation requests.*

DRAFT

**Mason Transit Authority  
Minutes of the Regular Board Meeting  
February 19, 2019  
Transit-Community Center  
601 West Franklin Street  
Shelton**



**OPENING PROTOCOL**

**CALL TO ORDER:** 4:00 p.m.

**Authority Voting Board Members Present:** Randy Neatherlin, Chair; Wes Martin, Vice Chair; John Campbell, Kevin Dorcy, Deb Petersen, Don Pogreba, Kevin Shutty, Sandy Tarzwell and Sharon Trask. **Quorum met.**

**Authority Voting Board Members Not Present:** [None]

**Authority Non-voting Board Member Present:** Bobby Joe Murray, Business Representative, IAM and AW, District Lodge 160.

**Citizen Advisor to the Board Present:** John Piety

**Others Present:** Tracy Becht, Clerk of the Board; Danette Brannin, General Manager; Rob Johnson, Legal Counsel; Mike Ringgenberg, Operations Manager; Josh Jacobs, System Administrator; Marshall Krier, Maintenance and Facilities Manager and Grace Martin.

**ACCEPTANCE OF AGENDA**

**Moved** that the agenda for the February 19, 2019 Mason Transit Authority (MTA) regular board meeting be approved. **Shutty/Martin. Motion carried.**

**PUBLIC COMMENT** – None.

**CONSENT AGENDA**

**Moved** to approve Consent Agenda items 1 – 3, as follows:

1. **Moved** to approve the draft minutes of the MTA Board regular meeting of January 15, 2019.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for the period of January 2019 as presented.
3. **Moved** that the Mason Transit Authority Board approve the payments of January 11, 2019 through February 14, 2019 financial obligations on checks #32278 through #32384, as presented for a total of \$1,007,968.74.

**Campbell/Shutty. Motion carried.**

## **REGULAR AGENDA**

### **UNFINISHED BUSINESS [None]**

### **NEW BUSINESS**

**REQUEST FOR LETTER OF SUPPORT** – The Board Chair had invited Board member Shutty to speak to the Board regarding a request for letter of support. Board member Shutty indicated that Mason Transit Authority will soon be a neighbor to the area and that it would be nice for Mason County to receive a letter of support from MTA relating to a new Belfair sewer that would be located on the upper plateau and was limited in scope. The cost is estimated to be \$11,000,000 and is currently in the legislative pipeline. The Board Chair then asked the Board if any of the Board members had any objections with Ms. Brannin, as General Manager of MTA, to provide a letter of support and move it forward. There were no objections stated. **Moved** that the Mason Transit Authority Board give its endorsement of the County's Belfair sewer extension and that Danette Brannin is authorized to sign a letter of support in connection with the sewer project. **Campbell/Tarzwell. Motion carried unanimously.** Following the carried motion, Board member Shutty thanked the Board for its consideration and support.

1. **Establish 2019 Authority Board Committees** – Danette Brannin, General Manager, spoke of her one-on-one meetings that she had with each of the Board member in early January and that one of the topics covered was asking each Board member what Authority Board committee they would be interested in serving on. Those that are listed on the agenda page represent the committees that each of the Board members expressed interest in serving. The Board Chair asked if any of the Board members had comments or wished to make any changes. Since none were requested or made, the Chair appointed the Board members as set forth on the agenda page. **Moved** that the Mason Transit Authority Board approve the Board members to serve on the Authority Board Committees as set forth in the agenda page. **Shutty/Pogreba. Motion carried unanimously.**
2. **Approval of Technology Upgrade Expenditures** – Ms. Brannin shared with the Board that the technology had been cobbled together over the years and that MTA's new System Administrator, Josh Jacobs, had performed an analysis of the state of the current equipment, together with future technology needs and asked that he apprise the Board of his findings. Mr. Jacobs shared that many of the stationary computers and laptops were outdated and that many are in need of operating system upgrades. He pointed out that utilizing such equipment and operating systems puts the agency at risk from a security standpoint and recovering from a system failure. He also described other benefits to upgrading. Board member Martin inquired as to whether leasing or other options had been considered, at which Mr. Jacobs responded that his research found the other options to be more expensive. Board member Martin asked how long is the anticipated life of the equipment to be. Mr. Jacobs indicated 3-7 years, depending on the equipment. Board member Martin suggested that there be an additional line item in future budgets to plan for additional IT replacement/expansion expenditure given the anticipated life of the equipment. **Moved** that the Mason Transit Authority Board approve the expense of \$73,013.24 to be paid from technology grant#GCB2615 Project B. **Tarzwell/Martin. Motion carried.**



**INFORMATIONAL UPDATES** – Ms. Brannin briefly described to the Board additional information relating to the park and ride projects. Board member Shutty asked if the park and ride timeline was still about the same. Ms. Brannin indicated that it was anticipated to be the same.

**GENERAL MANAGER’S REPORT** – Ms. Brannin indicated that focus has been on the service review and small changes are being made to provide better connection times to benefit riders, such as those that ride ferries and shifts of employees of the Puget Sound Naval Shipyard, among others. She said that the review process will be incorporating input from drivers and Ops staff. Then Kathy Geist, MTA’s Outreach-Transit Planner will be reaching out to current riders.

Ms. Brannin thanked the Operations Team and Maintenance Team for their outstanding service during the snow storm. She reported service was curtailed for three days for safety concerns. She also commended the City and County Public Works Departments for their responsiveness during the storm and getting roads plowed as quickly as possible.

**COMMENTS BY BOARD MEMBERS** – Board member Campbell stated the meeting was very efficient. Board member Tarzwell gave kudos to the MTA staff during the snow event. Board member Martin shared that the snowstorm event brought to light how important MTA’s mission is to providing transportation for those that rely on Mason Transit Authority.

**PUBLIC COMMENT** – None.

**Moved** that the meeting be adjourned.

**ADJOURNED** 4:34 p.m.

**UPCOMING MEETINGS**

**Mason Transit Authority  
Regular Meeting**  
*Tuesday, March 19, 2018 at 4:00 p.m.*  
**Transit-Community Center  
601 West Franklin Street  
Shelton**

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Consent Agenda – Item 2 – *Actionable*  
**Subject:** Financial Reports – December 2018 & February 2019  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** March 19, 2019

### **Summary for Discussion Purposes:**

Included are the February 2019 Financial Reports with a breakout of T-CC revenue and expenses that shows cost allocation between Transit and Community Center.

December's sales tax revenue was received; no further adjustments should need to be made to the 2018 Financial Statements. The 2018 YTD totals should be considered in draft form until audited by the State Auditor's Office.

### **Highlights:**

#### *Sales Tax Revenue*

Sales tax revenue for December 2018 (received February 28, 2019) was \$467,960 – which was approximately 30% higher than budgeted, and 12% higher than December 2017 actual.

#### *Year-to-Date Revenue & Expenses*

It is expected that YTD revenue and expenses would be at 16.67% (2/12) of the budget through the end of February. Total YTD Revenue is slightly over budget at 17.39%. Total YTD Operating Expenses is slightly under budget at 15.43% after setting aside an additional \$108,897 to capital reserves.

### **Fiscal Impact:**

February's fiscal impact reflects total revenues of \$694,384 and operating expenses of \$635,118 for a net income of \$59,266.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the financial reports for the period of February 2019 as presented.

# Mason Transit Authority

## December 2018 Financial Report

	December Actual	2018 YTD Actual	2018 Budget	Notes	Percentage of Budget Used
					100.00%
<b>REVENUE</b>					
Passenger Fares	11,557	101,791	101,600		100.19%
PSNS Worker/Driver & Vanpool Fares	19,675	254,753	265,000		96.13%
<b>Total Operating Revenue (Fares)</b>	<b>31,232</b>	<b>356,544</b>	<b>366,600</b>		<b>97.26%</b>
Sales Tax	467,294	4,807,028	3,897,207	(1)	123.35%
Operating Grants	539,539	3,378,164	3,046,116	(2)	110.90%
Rental Income	14,851	180,439	183,418		98.38%
Investment Income	11,711	106,978	20,000		534.89%
Other Non-operating Revenue	27,950	350,854	300,400	(3)	116.80%
<b>Total Revenue</b>	<b>1,092,577</b>	<b>9,180,007</b>	<b>7,813,741</b>		<b>117.49%</b>
<b>EXPENSES</b>					
Wages and Benefits	518,602	5,327,496	5,677,315		93.84%
Contracted services	27,589	353,117	423,608		83.36%
Fuel	29,593	389,011	336,000	(4)	115.78%
Vehicle/Facility Repair & Maintenance	23,891	319,506	308,200		103.67%
Insurance	19,876	238,506	238,506		100.00%
Intergovernmental - Audit Fees	-	29,411	29,000		101.42%
Rent - Facilities and Park & Ride	2,440	28,654	30,800		93.03%
Utilities	11,420	124,471	131,140		94.91%
Supplies - Equipment	10,198	107,174	119,245		89.88%
Training & Meetings	706	29,439	55,185		53.35%
Other operating expenses	13,380	255,660	169,002	(5)	151.28%
Pooled Reserves	109,566	699,494	240,000	(6)	291.46%
<b>Total Operating Expenses</b>	<b>767,261</b>	<b>7,901,939</b>	<b>7,758,001</b>		<b>101.86%</b>
<b>Net Income (Loss) from Operations</b>	<b>325,316</b>	<b>1,278,068</b>	<b>55,740</b>		

### NOTES

- (1) Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the Percentage of Budget Used.
- (2) Operating grant revenue equals 2018 actuals.
- (3) Includes 2018 actuals of RMG Grant - \$226,000 LMTAA Volunteer program revenue - \$38,768, Volunteer Donations - \$2,429, Sale of Maintenance Services \$4,167, Sale of Bus ads \$22,765, Community Van - \$4,434, WSTIP Network Security Grant - \$2,000, WSTIP Safety Grant - \$2,500 and Insurance Recoveries - \$36,346.
- (4) Average diesel price per gallon year to date is \$2.45. Average gasoline price per gallon year to date is \$3.08.
- (5) Includes budget line items from CDL Testing, Bank Charges, Copier lease, Advertising/Promotion/Volunteer Driver Reimbursement/Dues, Memberships, Subscriptions/Unemployment Insurance). Expenses through the year include: Volunteer Driver Program reimbursements \$39,366, Advertising \$19,675, Merchant/credit card fees \$6,699, Office Equipment Lease \$5,922, Dues, Memberships, Subscriptions \$32,867, Alder Bus Pullout \$96,398, plus other misc. expenses.
- (6) Pooled Reserves is the amount of actual sales tax money received for 2018 in excess of the 2018 budgeted amount. The 2018 YTD Actual amount of \$699,494 is not an expenditure and represents the amount put to cash reserves.

# Mason Transit Authority

December 2018 Financial Report - TCC

	2018 December Actual	2018 YTD Actual	2018 Budget	Notes	Percentage of Budget Used		YTD - Community Center Allocation	YTD - Transit Allocation
						100.00%		
<b>REVENUE</b>								
T-CC Rental	13,385	162,843	165,821		98.20%		162,843	-
Other Revenue	-	345	-				345	-
<b>Total Revenue</b>	<b>13,385</b>	<b>163,188</b>	<b>165,821</b>		<b>98.41%</b>		<b>163,188</b>	-
<b>EXPENSES</b>								
Wages and Benefits	13,997	128,540	133,483		96.30%		124,694	3,846
Contracted services	90	6,296	6,000	(1)	104.93%		5,293	1,003
Repair & Maintenance	2,153	10,504	4,900	(2)	214.37%		6,785	3,719
Insurance	1,284	15,409	15,409		100.00%		15,409	-
Utilities	4,225	45,048	46,440		97.00%		31,997	13,051
Supplies & Small Equipment	545	8,031	3,835	(3)	209.41%		5,099	2,932
Training & Meetings	-	-	860		0.00%		-	-
Other operating expenses	-	3,715	5,093	(4)	72.94%		3,150	565
<b>Total Operating Expenses</b>	<b>22,294</b>	<b>217,543</b>	<b>216,020</b>		<b>100.71%</b>		<b>192,427</b>	<b>25,116</b>
<b>Net Income (Loss) from Operations</b>	<b>(8,909)</b>	<b>(54,355)</b>	<b>(50,199)</b>				<b>(29,239)</b>	<b>(25,116)</b>

(1) YTD Contracted Services is comprised of quarterly elevator inspections \$2,440 Alarm services \$1,847; IT services \$1162; Annual Fire Extinguisher and Backflow Testing \$413.

(2) Temp Employee Maintenance Services \$793 prior to hiring on T-CC Assistant/Custodian, Replacement Flag \$401, New Door Lock and replacement keys \$1,109, Kitchen Electrical Work \$2,242 Armory Freezer repairs \$614, Ice Melt for bus lanes \$694, \$1,996 for Parking Lot Soil Inspection.

(3) Supplies and Small Equipment largely consist of cleaning supplies for \$5,668 and a new printer, \$457 of which is allocable to the TCC.

(4) Other operating expenses include Dues & subscriptions \$614; Advertising \$1,014, Office Equipment Lease \$673, Equipment Rental \$277, Equipment Repair \$533.

# Mason Transit Authority

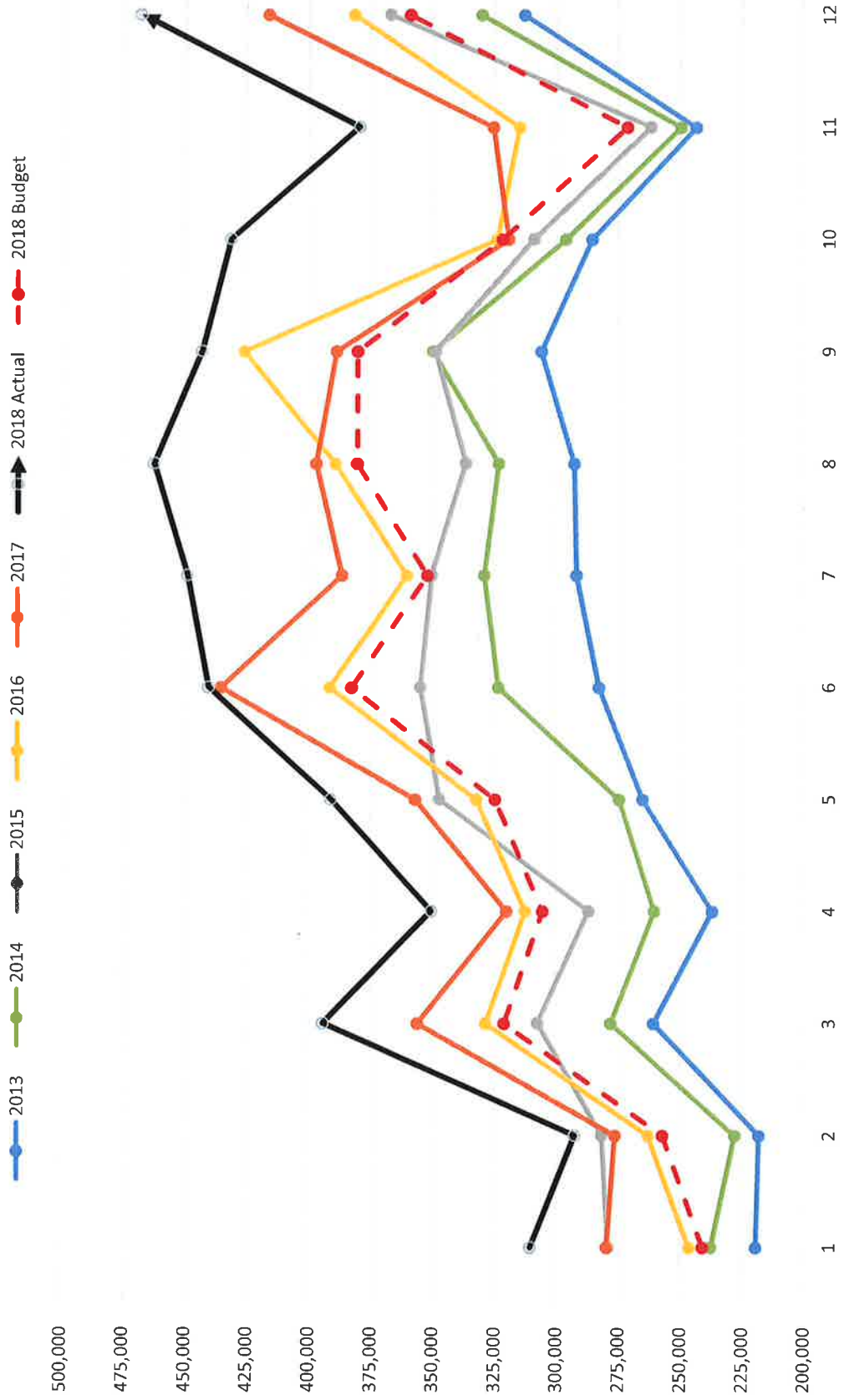
## Sales Tax Collected

as of **2/28/2019** for **12/31/2018**

	2013	2014	2015	2016	2017	2018 Actual	2018 Budget	2018 Budget Variance	% Change 2017 - 2018 Actual
January	219,231	237,528	279,122	246,415	279,777	310,547	240,808	29%	11%
February	217,929	227,815	281,559	262,925	276,310	292,604	256,943	14%	6%
March	260,652	278,053	307,482	328,665	356,214	394,293	321,188	23%	11%
April	236,931	260,396	286,903	312,635	320,241	350,586	305,522	15%	9%
May	265,167	274,641	347,236	332,428	357,049	391,052	324,865	20%	10%
June	282,753	323,498	354,920	391,485	435,445	440,606	382,579	15%	1%
July	291,925	329,201	350,290	360,375	386,531	449,080	352,176	28%	16%
August	292,782	323,336	336,522	389,222	397,061	462,622	380,367	22%	17%
September	306,051	349,872	348,805	426,039	388,845	443,327	380,343	17%	14%
October	285,612	296,170	309,042	324,125	319,477	431,530	321,964	34%	35%
November	243,571	249,648	261,713	314,996	325,586	379,605	271,390	40%	17%
December	312,900	330,297	367,053	381,623	416,254	467,960	359,063	30%	12%
	3,215,506	3,480,456	3,830,645	4,070,933	4,258,790	4,813,813	3,897,207		



# Monthly Sales Tax Trend



# Mason Transit Authority Statement of Financial Activities

March 2019 Board Report

% through the year: 16.67%

February Statement of Financial Activities

	February Actual	2019 YTD Actual	2019 Budget	Notes	Percentage of Budget Used
<b>Revenue</b>					
Passenger Fares	\$ 6,349	\$ 14,257	\$ 103,500		13.77%
PSNS Worker/Driver & Vanpool Fares	19,419	40,003	265,000		15.10%
Total Operating Revenue (Fares)	25,768	54,260	368,500		14.72%
Sales Tax	259,512	502,728	3,936,179	(1)	12.77%
Operating Grants	349,075	698,150	3,189,554	(2)	21.89%
Rental Income	13,960	28,800	143,227		20.11%
Investment Income	14,283	27,746	45,000		61.66%
Other Non-operating Revenue	31,786	59,044	199,233	(3)	29.64%
Total Revenue	694,384	1,370,728	7,881,693		17.39%
<b>Expenses</b>					
Wages and Benefits	420,366	742,064	5,919,743		12.54%
Contracted services	11,546	26,978	208,223		12.96%
Fuel	21,152	50,890	400,250	(4)	12.71%
Vehicle/Facility Repair & Maintenance	16,785	44,173	351,750		12.56%
Insurance	19,623	39,246	235,477		16.67%
Intergovernmental - Audit Fees	-	-	31,000		0.00%
Rent - Facilities and Park & Ride	2,440	4,880	32,000		15.25%
Utilities	11,129	22,194	139,781		15.88%
Supplies - Equipment	3,937	14,815	131,720		11.25%
Training & Meetings	2,033	4,181	74,705		5.60%
Other operating expenses	17,210	40,101	174,863	(5)	22.93%
Pooled Reserves	108,897	217,112	120,000	(6)	180.93%
Total Operating Expenses	635,118	1,206,634	7,819,512		15.43%
Net Income (Deficit) from Operations	\$ 59,266	\$ 164,094	\$ 62,181		

## NOTES

- (1) Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the Percentage of Budget Used.
- (2) Operating grant revenue equals January and February 2019's accruals.
- (3) Includes January and February 2019's RMG grant accrual - \$37,666 LMTAA Volunteer program revenue - \$5,045, Volunteer Donations - \$90, Sale of Maintenance Services \$1,491, Sale of Bus ads \$7,660, Community Van - \$730.
- (4) Average diesel price per gallon year to date is \$2.41. Average gasoline price per gallon year to date is \$3.08.
- (5) Includes budget line items from CDL Testing, Bank Charges, Copier lease, Advertising/Promotion, Volunteer Driver Reimbursement/Dues, Memberships, Subscriptions/Unemployment Insurance). Expenses through the year include: Volunteer Driver Program reimbursements \$5,238, Advertising \$5,840, Merchant/credit card fees \$1054, Office Equipment Lease \$913, Dues, Memberships, Subscriptions \$22,987, plus other misc. expenses.
- (6) Pooled Reserves is the amount of actual sales tax money received for 2018 in excess of the 2018 budgeted amount. The 2018 YTD Actual amount is not an expenditure and represents the amount put to cash

# Mason Transit Authority Statement of Financial Activities - TCC

March 2019 Board Report

% through the year: 16.67%

	2019 February Actual	2019 YTD Actual	2019 Budget	Notes	Percent of Budget	YTD - Community Center	YTD - Transit Operations
<b>Revenue</b>							
T-CC Rental	\$ 12,331	\$ 25,541	\$ 125,630		20.33%	\$ 25,541	\$ -
Other Revenue	-	49	-			49	-
<b>Total Revenue</b>	<b>12,331</b>	<b>25,590</b>	<b>125,630</b>		<b>20.37%</b>	<b>25,590</b>	<b>-</b>
<b>Expenses</b>							
Wages and Benefits	10,771	18,845	132,383		14.24%	18,845	-
Contracted services	90	1,050	11,200	(1)	9.38%	929	121
Repair & Maintenance	826	2,011	14,500		13.87%	1,777	234
Insurance	1,306	2,612	15,673		16.67%	2,612	-
Utilities	4,247	8,799	48,370		18.19%	6,247	2,552
Supplies & Small Equipment	162	1,442	14,295		10.09%	880	562
Training & Meetings	-	-	450		0.00%	-	-
Other Operating Expenses	-	589	3,400	(2)	17.32%	589	-
<b>Total Operating Expenses</b>	<b>17,402</b>	<b>35,348</b>	<b>240,271</b>		<b>14.71%</b>	<b>31,879</b>	<b>3,469</b>
<b>Net Income (Deficit) from Operations</b>	<b>\$ (5,071)</b>	<b>\$ (9,758)</b>	<b>\$ (114,641)</b>			<b>\$ (6,289)</b>	<b>\$ (3,469)</b>

(1) YTD Contracted Services is comprised of quarterly elevator inspections \$630 Alarm services \$170; IT services \$154.

(2) Other operating expenses includes Dues & subscriptions \$589 for beginning of the year license renewals.



# Mason Transit Authority Cash and Investments

March 2019 Board Report

## Cash Balances

	1/31/2019	2/28/2019	Change
Cash - MC Treasurer	519,872.02	901,398.48	381,526.46
Investments - MC Treasurer	6,769,104.63	6,369,104.63	(400,000.00)
Payroll - ACH Columbia Bank	180,126.26	184,976.09	4,849.83
Petty Cash/Cash Drawer #1	500.00	500.00	-
<b>TOTAL</b>	<b>\$ 7,469,602.91</b>	<b>\$ 7,455,979.20</b>	<b>\$ (13,623.71)</b>

\$1 million was moved from general cash to investments account on 3/11.

## Cash Encumbrances

### Grant Related:

Two (2) Hybrid Coaches for Worker/Driver Program	296,538
TAP Grant - T-CC & Shelter Replacement	10,800
Park & Ride Development Project RMG 2015-2019 Match (2015-2017 - \$450,000; 2017 - 2019 - \$500,000)	950,000
Parking Lot (DOE Grant)	102,500
Potential Environmental Clean-up T-CC Parking Lot	100,000
<b>Total Grant Match</b>	<b>1,459,838</b>

### Reserves:

Total Grant Match	1,459,838
General Leave Liability	170,568
Operating Reserves	2,000,000
Facility Repair Reserve	150,000
Emergency/Insurance Reserves	100,000
Capital Project Reserves <sup>1</sup>	916,606
Fuel Reserves	120,000
IT Investments	20,000
<b>Total Encumbered</b>	<b>4,937,012</b>

Total of Cash	\$ 7,455,979.20
Less Encumbrances	\$ 4,937,012.00
<b>Undesignated Cash Balance Total (Including Reserves)</b>	<b>\$ 2,518,967.20</b>

Investments - MC Treasurer (Reserves)	\$ 6,369,104.63
Less Encumbrances	\$ 4,937,012.00
<b>Undesignated Cash Reserves</b>	<b>\$ 1,432,092.63</b>

1. Capital Project Reserves: Sales Tax Revenue received in excess of the budgeted amount.

# Mason Transit Authority Capital Budget

March 2019 Board Report  
As of February 28, 2019

Capital Projects	Budget	Grants	MTA Funding	YTD	Project Costs to Date	Purpose
IT Items	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ -	Server/Desktop Replacements
T-CC Parking Lot	302,500	250,000	52,500	-	3,284	Parking lot behind TCC
Park & Ride Development - 2015-2019 RMG Funds	6,371,134	5,617,000	950,000	59,794	1,682,709	Construct Belfair P&R; upgrade other P&Rs
Scissor Lift - TCC	15,000	-	15,000	-	-	Lift for atrium and gymnasium maintenance
TCC Sound System	10,000	-	10,000	-	-	Improve sound system in gym
HVAC Units	50,000	-	50,000	-	-	Replace units Buildings 1 and 2
Brake Calliper Tool	20,000	-	20,000	-	-	Support tool for coaches
Roof Replacement	250,000	250,000	-	-	-	Replace roofs on buildings 3 and 4 at JP
Paint Exterior - JP Buildings	120,000	120,000	-	-	-	Paint JP Buildings - contingent on sales tax equalization
TCC Transit Office Remodel	150,000	150,000	-	-	-	Paint JP Buildings - contingent on sales tax equalization
Passenger Amenities and Signage at Stops	80,000	69,200	10,800	-	60,911	Amenities and Signage for Bus Shelters. Expendable until June 30, 2019
Video Storage Upgrade	68,000	-	68,000	-	-	Upgrade Angeltrax - contingent on sales tax equalization
<b>Total Miscellaneous Capital Projects</b>	<b>7,561,634</b>	<b>6,581,200</b>	<b>1,176,300</b>	<b>59,794</b>	<b>1,746,904</b>	
2 Worker Driver Coaches	1,779,228	1,482,690	296,538	-	-	Replace low SGR ranking coaches
2 40' Coaches, 9 Cutaways	1,902,736	1,427,052	475,684	-	-	Replace low SGR ranking coaches and Cutaways
Staff Vehicles	105,000	105,000	-	-	-	To replace staff car and maintenance pickup - deferred to 2019
<b>Total Vehicle Replacements</b>	<b>3,786,964</b>	<b>3,014,742</b>	<b>772,222</b>	<b>-</b>	<b>-</b>	
<b>Total Capital Projects</b>	<b>\$ 8,491,564</b>	<b>\$ 6,714,879</b>	<b>\$ 1,977,551</b>	<b>\$ -</b>	<b>\$ 1,201,572</b>	

Cash encumbered for MTA Funding portion - \$1,459,838.  
Capital Project Reserves - 916,606 (Sales tax revenue above budgeted amount set aside in Capital Project Reserves monthly.)

# Mason Transit Authority Sales Tax Receipts

March 2019 Board Report

Sales Tax Collected as of 2/28/2019 for 12/31/2018

## Monthly Cash-Flow Trend (January - December)

	2014	2015	2016	2017	2018	2019 Budget	2019 Actual	2019 Budget Variance	% Change 2018 - 2019 Actual
January	237,528	279,122	246,415	279,777	310,547	243,216			
February	227,815	281,559	262,925	276,310	292,604	259,512			
March	278,053	307,482	328,665	356,214	394,293	324,400			
April	260,396	286,903	312,635	320,241	350,586	308,577			
May	274,641	347,236	332,428	357,049	391,052	328,114			
June	323,498	354,920	391,485	435,445	440,606	386,405			
July	329,201	350,290	360,375	386,531	449,080	355,698			
August	323,336	336,522	389,222	397,061	462,622	384,171			
September	349,872	348,805	426,039	388,845	443,327	384,146			
October	296,170	309,042	324,125	319,477	431,530	325,183			
November	249,648	261,713	314,996	325,586	379,605	274,104			
December	330,297	367,053	381,623	416,254	467,960	362,654			
	3,480,456	3,830,645	4,070,933	4,258,790	4,813,813	3,936,179			

Budget Variance Average - YTD -

% Change 2018 vs 2019 Actual Average - YTD -

## **Mason Transit Authority Board Meeting**

**Agenda Item:** Consent Agenda – Item 3 – ***ACTION***  
**Subject:** Check Approval  
**Prepared by:** Brian Phillips, Staff Accountant  
**Approved by:** LeeAnn McNulty, Administrative Services Manager  
**Date:** March 19, 2019

### **Summary for Discussion Purposes:**

#### Disbursements:

- CDW Government
  - Check #32496 – \$22,063.98 – Software Licenses
- SCJ Alliance
  - Check #32426 – \$33,658.88 – Park & Ride Construction
  - Check #32530 – \$24,585.37 – Park & Ride Construction
- Kern's Kitchen
  - Check #32458 – \$1,039.85 – All-Staff Meeting Catering
- Washington State Transit Association
  - Check #32479 – \$8,534.00 – Annual Dues
- Department of Ecology
  - Check #32504 – \$3,385.11 – TCC Parking Lot

February Purchases Fuel Prices: Diesel \$2.25 Unleaded \$3.11

#### General Manager Expenditures:

- Advancing Mobility Management Course Travel & Lodging – \$1,053.58
- Peninsula Region Transportation Planning Organization Mileage – \$31.20

#### **Fiscal Impact:**

\$642,836.19

#### **Staff Recommendation:**

Approve.

#### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the payment of February 15, 2019 through March 13, 2019 financial obligations on checks #32385 through #32542, as presented for a total of \$642,836.19.



Mason Transit Authority  
March 19, 2019 Disbursement Approval

The following checks for the period of February 15, 2019 through March 13, 2019 have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Finance Department for review.

Description Accounts Payable Checks	Check Numbers 32385 - 32542	Total Amount \$642,836.19
--	--------------------------------	------------------------------

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 02/21/2019	32444	163,212.75
Payroll & DRS – 03/07/2019	32484	163,529.76
SCJ Alliance	32426	33,658.88
SCJ Alliance	32530	24,585.37
CDW-Government	32496	22,063.98
Voided Checks:		
Pacific Office Automation	31879	369.23
Nancy C. Murphy	31927	30.52

Submitted by:  Date: 3/13/19  
 Brian Phillips, Staff Accountant

Approved by:  Date: 3-14-19  
 LeeAnn McNulty, Administrative Services Manager

# Mason Transit Authority Check Register

March 2019 Board Report

Activity From 2/15/2019 Through 3/13/2019

Document Date	Check #	Vendor Name	Amount
3/7/2019	31879	Pacific Office Automation (Voided & Reissued)	\$ (369.23)
3/7/2019	31927	Nancy C. Murphy (Voided & Reissued)	(30.52)
			<u>(399.75)</u>
2/15/2019	32385	Advance Glass	217.60
2/15/2019	32386	AIG Retirement	312.29
2/15/2019	32387	Allstream	243.57
2/15/2019	32388	Ecolube Recovery, LLC dba American Petroleum E	556.33
2/15/2019	32389	Associated Petroleum Products, Inc.	329.21
2/15/2019	32390	Aramark	304.02
2/15/2019	32391	Aramark	26.63
2/15/2019	32392	Judy Arms	125.86
2/15/2019	32393	Mick Baker	357.28
2/15/2019	32394	Belfair Water District #1	172.82
2/15/2019	32395	Fran Cavaille	19.72
2/15/2019	32396	City of Shelton	598.47
2/15/2019	32397	Cascade Natural Gas	1,990.62
2/15/2019	32398	Comcast	192.21
2/15/2019	32399	Commercial Brake & Clutch, Inc.	320.73
2/15/2019	32400	Cooper Studios	336.20
2/15/2019	32401	Walter Cothran	357.86
2/15/2019	32402	CROWN SIGNS	816.75
2/15/2019	32403	Cummins Northwest, LLC	201.92
2/15/2019	32404	Gene Currier	853.18
2/15/2019	32405	EMC - Mason Transit	123.80
2/15/2019	32406	Gillig, LLC	298.25
2/15/2019	32407	Carolyn Gravatt-Bowles	741.82
2/15/2019	32408	Handi-Hut, Inc.	135.00
2/15/2019	32409	Robert W. Johnson, PLLC	1,600.00
2/15/2019	32410	Kitsap Transit	2,084.42
2/15/2019	32411	Mason County Garbage, Inc.	695.57
2/15/2019	32412	Mason County PUD #3	3,268.40
2/15/2019	32413	Mason County Wood Recyclers	10.00
2/15/2019	32414	Speros Marketing Group, Inc. dba Medibag Co	954.00
2/15/2019	32415	Mountain Mist Water	99.88
2/15/2019	32416	Mood Media	108.36
2/15/2019	32417	Westbay Auto Parts	310.51
2/15/2019	32418	Judy Nicholson	723.90

# Mason Transit Authority Check Register

March 2019 Board Report

Activity From 2/15/2019 Through 3/13/2019

Document Date	Check #	Vendor Name	Amount
2/15/2019	32419	Office Depot, inc.	228.60
2/15/2019	32420	O'Reilly Auto Parts	37.29
2/15/2019	32421	Pacific Office Automation	387.29
2/15/2019	32422	Pitney Bowes Purchase Power	171.00
2/15/2019	32423	Builders FirstSource	175.57
2/15/2019	32424	Julia Rene Roberts	44.66
2/15/2019	32425	Schetky Northwest Sales, Inc.	266.32
2/15/2019	32426	SCJ Alliance	33,658.88
2/15/2019	32427	Seattle Automotive Distributing	1,234.10
2/15/2019	32428	Lonita J Larson dba Sew Now Studio	20.67
2/15/2019	32429	Shelton Mason County Chamber of Commerce	1,000.00
2/15/2019	32430	Mason County Journal	584.00
2/15/2019	32431	The Shoppers Weekly	3,526.82
2/15/2019	32432	Sportworks Northwest, Inc.	297.85
2/15/2019	32433	Staples Business Advantage	112.57
2/15/2019	32434	Total Battery & Automotive Supply	120.55
2/15/2019	32435	Tozier Brothers, Inc.	2.36
2/15/2019	32436	United Way of Mason County	90.40
2/15/2019	32437	U.S. Bank	11,870.02
2/15/2019	32438	Verizon Wireless	482.04
2/15/2019	32439	Voyager Fleet Systems, Inc.	7,974.88
2/15/2019	32440	Westcare Clinic, Inc.	255.00
2/15/2019	32441	Whisler Communications	1,840.70
2/15/2019	32442	AWorkSAFE Service, Inc.	1,170.00
2/19/2019	32443	District 160	1,481.60
2/21/2019	32444	Mason Transit Authority - ACH Account	163,212.75
2/27/2019	32445	Advance Glass	570.77
2/27/2019	32446	Aflac	715.98
2/27/2019	32447	AIG Retirement	272.88
2/27/2019	32448	Associated Petroleum Products, Inc.	22,005.96
2/27/2019	32449	Aramark	308.11
2/27/2019	32450	Ascend Roofing Company LLC	516.80
2/27/2019	32451	Builders Exchange of Washington Inc	115.00
2/27/2019	32452	Cummins Northwest, LLC	2,132.23
2/27/2019	32453	Daily Journal of Commerce	434.70
2/27/2019	32454	Dept. of Labor & Industries - Boiler	145.38
2/27/2019	32455	EMC - Mason Transit	126.80
2/27/2019	32456	Gillig, LLC	2,174.44

# Mason Transit Authority Check Register

March 2019 Board Report

Activity From 2/15/2019 Through 3/13/2019

Document Date	Check #	Vendor Name	Amount
2/27/2019	32457	Gillis Auto Center, Inc.	42.74
2/27/2019	32458	Kern's Kitchen	1,039.85
2/27/2019	32459	LegalShield	125.55
2/27/2019	32460	Mason County Utilities/Waste Management	96.00
2/27/2019	32461	Mathis Exterminating	146.48
2/27/2019	32462	Mountain Mist Water	79.59
2/27/2019	32463	Mood Media	108.36
2/27/2019	32464	Northwest Administrators	88,734.98
2/27/2019	32465	Schetky Northwest Sales, Inc.	172.13
2/27/2019	32466	Seattle Automotive Distributing	277.43
2/27/2019	32467	Lonita J Larson dba Sew Now Studio	41.34
2/27/2019	32468	Mason County Journal	110.00
2/27/2019	32469	The Shoppers Weekly	276.61
2/27/2019	32470	Staples Business Advantage	1,192.43
2/27/2019	32471	Titus-Will	85.87
2/27/2019	32472	Total Battery & Automotive Supply	17.31
2/27/2019	32473	Tozier Brothers, Inc.	104.51
2/27/2019	32474	ULINE	149.13
2/27/2019	32475	United Way of Mason County	45.00
2/27/2019	32476	Washington Association of Public Records Officers	25.00
2/27/2019	32477	Westbay Auto Parts	1,443.27
2/27/2019	32478	Westcare Clinic, Inc.	85.00
2/27/2019	32479	Washington State Transit Association	8,534.00
3/5/2019	32480	District 160	1,273.72
3/5/2019	32481	Bridge Church	90.00
3/5/2019	32482	Northridge Properties, LLC	1,500.00
3/5/2019	32483	South Sound Investment Properties, LLC	300.00
3/7/2019	32484	Mason Transit Authority - ACH Account	163,529.76
3/13/2019	32485	Advance Glass	274.98
3/13/2019	32486	AIG Retirement	313.03
3/13/2019	32487	Allstream	252.26
3/13/2019	32488	Associated Petroleum Products, Inc.	902.37
3/13/2019	32489	Aramark	311.61
3/13/2019	32490	ARCH Mechanical, Inc.	719.25
3/13/2019	32491	ARI Phoenix, Inc.	2,740.33
3/13/2019	32492	Judy Arms	267.96
3/13/2019	32493	Mick Baker	109.04
3/13/2019	32494	Belfair Water District #1	172.82



# Mason Transit Authority Check Register

March 2019 Board Report

Activity From 2/15/2019 Through 3/13/2019

Document Date	Check #	Vendor Name	Amount
3/13/2019	32495	Melvin Butler	8.00
3/13/2019	32496	CDW Government	22,063.98
3/13/2019	32497	City of Shelton	564.38
3/13/2019	32498	Cascade Natural Gas	2,138.48
3/13/2019	32499	Comcast	192.21
3/13/2019	32500	Commercial Brake & Clutch, Inc.	507.52
3/13/2019	32501	Cummins Northwest, LLC	589.17
3/13/2019	32502	Gene Currier	344.14
3/13/2019	32503	Daily Journal of Commerce	415.80
3/13/2019	32504	Department of Ecology	3,385.11
3/13/2019	32505	Don Small & Sons Oil Dist. Co.	352.63
3/13/2019	32506	EMC - Mason Transit	126.80
3/13/2019	32507	Gillig, LLC	176.60
3/13/2019	32508	Gillis Auto Center, Inc.	274.86
3/13/2019	32509	Carolyn Gravatt-Bowles	684.40
3/13/2019	32510	Hood Canal Communications	1,838.88
3/13/2019	32511	Robert W. Johnson, PLLC	1,600.00
3/13/2019	32512	Kitsap Transit	1,249.12
3/13/2019	32513	Les Schwab	114.24
3/13/2019	32514	Mason County Garbage, Inc.	641.39
3/13/2019	32515	Mason County PUD #3	5,614.59
3/13/2019	32516	Mason County Treasurer	71.60
3/13/2019	32517	Mathis Exterminating	146.48
3/13/2019	32518	Cheryl Moore	99.18
3/13/2019	32519	Mountain Mist Water	122.57
3/13/2019	32520	My Painted Heart	315.52
3/13/2019	32521	Nancy C. Murphy	96.06
3/13/2019	32522	Judy Nicholson	443.14
3/13/2019	32523	Office Depot, inc.	19.24
3/13/2019	32524	Olympic Lock & Key	51.30
3/13/2019	32525	Pacific Office Automation	688.37
3/13/2019	32526	Pitney Bowes	174.15
3/13/2019	32527	Pitney Bowes Purchase Power	171.00
3/13/2019	32528	Builders FirstSource	81.84
3/13/2019	32529	Progressive Gifts & Incentives	666.32
3/13/2019	32530	SCJ Alliance	24,585.37
3/13/2019	32531	Seattle Automotive Distributing	464.95
3/13/2019	32532	Shelton Mason County Chamber of Commerce	45.00

# Mason Transit Authority Check Register

March 2019 Board Report

Activity From 2/15/2019 Through 3/13/2019

Document Date	Check #	Vendor Name	Amount
3/13/2019	32533	Mason County Journal	56.00
3/13/2019	32534	The Shoppers Weekly	1,742.74
3/13/2019	32535	United Way of Mason County	90.40
3/13/2019	32536	U.S. Bank	5,411.38
3/13/2019	32537	Verizon Wireless	482.17
3/13/2019	32538	Voyager Fleet Systems, Inc.	4,933.32
3/13/2019	32539	Westbay Auto Parts	1,559.10
3/13/2019	32540	Whisler Communications	1,686.09
3/13/2019	32541	AWorkSAFE Service, Inc.	45.00
3/13/2019	32542	ZEP Manufacturing Company	763.74
			<u>\$ 642,836.19</u>

# Mason Transit Authority Credit Card Activity

March 2019 Board Report

## February Activity

GL Title	Transaction Description	Expenses
Construction in Progress	Amazon - Double Map Signs	\$ 212.38
Construction in Progress P&R	City of Shelton - Pear Orchard P&R Permits	750.00 GM
Contract Services	Microsoft - Exchange Online (Prorated)	18.95
Contract Services	Microsoft - Office 365 Enterprise (Prorated Refund)	(9.54)
Contract Services	Smarsh - Email Archiving	408.00
Contract Services	Smarsh - Social Media Archiving	50.00
Contract Services	Smarsh - Verizon Archiving	140.00
Fuel and Lubricants	Ben's Deli Shell - Gas for Vehicle 006	38.53
Fuel and Lubricants	Tractor Supply - Fork Lift	12.16
Facility Repair/Maintenance	Green Light Depot - Lights for Shop	666.25
Facility Repair/Maintenance	Home Depot - Nuts & Bolts	25.44
Facility Repair/Maintenance	Hung Right Doors - Garage Door	64.25
Facility Repair/Maintenance	Tractor Supply - Nuts & Bolts	7.57
Facility Repair/Maintenance	Trailer Parts Super Store - Connector Set	80.14
Office Supplies	Amazon - Ops Printer Toner	136.68
Office Supplies	Amazon - Ops Printer Toner	138.66
Safety Training Material & Supply	CTAA - PASS Driver Training Materials	700.00
IT Equipment	Amazon - Board Member Tablets	70.52
IT Equipment	Walmart - USB Drives	20.54
Small Tools & Equipment	Home Depot - Facility Tool	86.03
Dues, Memberships, Subscriptions	Adobe - Acrobat Pro Subscription	16.26
Dues, Memberships, Subscriptions	WAPRO - Annual Membership	25.00
Travel & Meeting Expense MTA	Ace Parking (Hyatt) - Workplace Fatigue Conference Lodging	62.00
Travel & Meeting Expense MTA	Hampton Inn - WSDOT/ D&A Training Lodging	232.04
Travel & Meeting Expense MTA	Hyatt - Workplace Fatigue Conference Lodging	254.46
Travel & Meeting Expense MTA	Port of Portland - Parking	48.00 GM
Travel & Meeting Expense MTA	University Plaza - NTI Class, Stockton	404.43 GM
Conference Registration	WMCA - Portion of conference not covered by scholarship	125.00
Training / Seminars	NAGARA - Government Records Webinar	19.00
Other Misc Expenses	Jack in the Box - Breakfast for Maintenance (Snow Storm)	51.64 GM
Other Misc Expenses	Safeway - Donuts for Maintenance (Snow Storm)	6.99 GM
Passenger Parking Facilities	All Star - Befair Parking	550.00
		<u>\$ 5,411.38</u>

**MASON TRANSIT AUTHORITY TRAVEL FORM (FRM-402B)**

**I. Pretrip Authorization**

1. Name: Danette Brannin Event: Advancing Mobility Management Course B3  
 2. Destination: Stockton, CA Departure Date: 2/3/19 Return Date: 2/6/19  
 3. Estimated Total Cost of Travel (registration, airfare, lodging, meals, car etc.) Total: \_\_\_\_\_  
 4. Advance Travel Request Amount \$ 0 -- Event Agenda must be Attached--  
 5. Mode(s) of travel to be used: Air 6. Using a Staff Car? Y / N  
 7. Approved by: [Signature] Team Manager or designee Ineligible   
 8. Advance Travel Granted is: Check # \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**II. Travel Expenses: All EXPENSES MUST HAVE matching Receipts/Documents attached (EXCEPT MEALS).**

SECTION A	ESTIMATED EXPENSES	ACTUAL EXPENSES (complete upon return)		
		MTA PAID THRU A/P	MTA CREDIT CARD	EMPLOYEE EXPENSE
Meals from IV. Meal Calculation worksheet	\$ 213.50			\$ 181.50
Airline Travel:	\$ 176.61		\$	\$ 176.61
* Rental Car	\$ <del>178.32</del> 179.03		\$	\$ 142.32 *
Lodging:	\$ 404.44		\$ 404.43	\$
Registration fees:	\$ 0	\$ 0	\$	\$
* Mileage: <u>111.60</u> miles X .58 per mile*	\$ 64.72			\$ 64.72
Mileage (Pers Veh): _____ miles X .29 mile*	\$			\$
Airport Parking/Parking Lot	\$ 84.00		48.00	\$
Shuttle / Taxi	\$			\$
Bridge Toll / Ferry	\$			\$
<u>Car Insurance</u>	\$		* 36.00	\$
	\$			\$
<b>TOTAL</b>	\$ <u>1,121.59</u>	\$	\$ 488.43	\$ 565.15

\* Attach a copy of MapQuest to verify mileage. Starting point is 790 E Johns Prairie Rd or your home, whichever is closer to your destination. Miles to the Airport from MTA is 153 miles round trip (no MapQuest needed)  
 \* Reimbursing MTA

**SECTION B PAID WITH A/P PURCHASE LOG EMPLOYEE**

<b>1. Total Actual Expenses:</b>	\$ 0	\$ 488.43	\$ 565.15
* Choosing to fly from Portland vs. Seattle. Used Mileage to Seattle as the closer airport.		1. Less total cash advances (car insurance)	\$ 36.00
* Closest airport is Sacramento.		2. Total reimbursement due on MTA c.c.	\$ 529.15
		3. Or total due to MTA	\$

**TOTAL TRAVEL EXPENSES** (add totals in the Total Expenses line Section B) \$ 1,053.58

**III. Certification**

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no other payment has been received by me as reimbursement for these expenses.

1. Employee Signature: <u>[Signature]</u>	2. Date: <u>2/13/19</u>	3. Team Leader Signature: _____	4. Date: _____
Finance Use Only			
5. Travel General Ledger Account #: <u>509021-10</u>	7. Audited By: <u>[Signature]</u>	8. Date: <u>2/19/19</u>	



# Expense Reimbursement Request

Name: Danette Brannin

Team: Admin

Date Submitted

3/1/19

Manager's Approval: [Signature]

DATE	DESCRIPTION/PURPOSE	Air & Trans.	Lodging	Fuel / Mileage	Phone	Meals & Tips	Supplies	Other	TOTAL
2/15/19	PRTP0 (no staff car available)			31.20					0.00 *
									26.90 +
									26.90 +
									53.80 *
									53.80 *
									0.58 =
									31.20 *

For Office Use Only

SUBTOTAL 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

TOTAL REIMBURSEMENT 31.20

ADVANCES\*\*

Don't forget to attach original receipts

Date 3/1/19

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof. \*\* If an advance has been received, please attach the signed, approved "Travel Approval/Travel Advance request."

Signature: [Signature]

by: [Signature]

Signed

B5

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Unfinished Business – Item 1 – *Actionable*

**Subject:** Operations and Maintenance Committee Recommendation

**Prepared by:** Danette Brannin, General Manager

**Approved by:** Danette Brannin, General Manager

**Date:** March 19, 2019

### **Summary for Discussion Purposes:**

The Operations and Maintenance Committee as appointed by the Board at the February 19, 2019 regular Board meeting met on March 1, 2019 to discuss the Belfair facility and the current state of the Johns Prairie facility. The committee consists of Randy Neatherlin, Kevin Dorcy and Don Pogreba.

In light of the cost to add 1,500 sq. ft. to the Belfair facility, the Committee is recommending reverting back to the original building design that did not include space for potential leasing or future use by MTA. The cost of the project has increased since the application and budget were submitted for a grant five years ago. The building will still support future growth for MTA. Along with the added cost to construct, the building would require more maintenance which would be hard to cover with current MTA resources.

The Committee also discussed the Johns Prairie facility. The building is aging and the committee discussed whether there is a need to replace the building or do repairs and upgrades to the existing building. Staff will put out a request for quotes to have the building assessed in the third quarter.

**Summary: Approve the Operations and Maintenance Committee recommendation to remove the additional square footage to the Belfair facility.**

### **Fiscal Impact:**

None.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

The Report of the recommendations of Operations and Maintenance Committee constitutes a motion for approval of the Committee's recommendation to remove the additional square footing. No second is required.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 1 – *Actionable*  
**Subject:** Information Technology Wireless Policy (POL-701)  
**Prepared by:** Josh Jacobs, System Administrator  
**Approved by:** Danette Brannin, General Manager  
**Date:** March 19, 2019

**Summary for Discussion Purposes:**

MTA’s information technology infrastructure has been and is currently undergoing a number of upgrades and improvements, with more anticipated to be made in the coming year. The purpose of the amended IT Wireless Policy is to update the previously established and defined terms, conditions and rules regarding the use of MTA’s wireless network (WiFi) infrastructure by employees and the public.

Legal Counsel and two members of the Board have reviewed and approved this form of the policy.

**Summary: Amend existing IT Wireless Policy (POL-701).**

**Fiscal Impact:**

None.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2019-03 and the attached IT Wireless Policy (POL-701).







**Title:** Information Technology Wireless Policy  
**Number:** 701  
**Effective:** January 1, 2015, Revised March 19, 2019  
**Cancels:** N/A  
**Prepared by:** Brian Jones, IT Support Technician  
Josh Jacobs, Systems Administrator  
**Approved by:** Authority Board  
Resolution No. 2014-36;  
Resolution No. 2019-XX

## POL-701 INFORMATION TECHNOLOGY WIRELESS NETWORK

This policy establishes and defines the terms, conditions, and rules regarding use of Mason Transit Authority's (MTA) wireless network (WiFi) by employees and the public.

### 1. Types of WiFi Networks

The Information Technology (IT) Team will design a wireless network infrastructure suitable to meet MTA's business needs. The WiFi infrastructure may include any of the three types of subnetworks: Closed to the public, open to the public, and special purpose.

### 2. Closed WiFi Networks

Closed to the public WiFi networks are intended for business uses and applications, and only accessible by MTA employees for business purposes. Only devices approved by the Systems Administrator/Finance/IT Manager are permitted on closed WiFi networks. While connected to a closed WiFi network, all MTA policies, including the Information Technology Acceptable Use policy, is in effect.

### 3. Special Purpose WiFi Networks

Special purpose WiFi networks are networks established for a special purpose, such as testing functionality or for special events. Special purpose WiFi networks are limited to activities directly related to their special purpose and restricted by all applicable policies, including the Information Technology Acceptable Use policy.

### 4. Public WiFi Networks

Public WiFi networks are open to the public for internet access using MTA's IT equipment and internet access. Members of the public accessing MTA's public WiFi will may be required to consent to MTA's terms and conditions of use. Public users connect to the public WiFi with their own devices and at their own risk. MTA reserves the right to restrict access to individuals for violations of the terms and

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**Title:** Information Technology Wireless Policy  
**Number:** 701  
**Effective:** January 1, 2015, Revised March 19, 2019  
**Cancels:** N/A  
**Prepared by:** Brian Jones, IT Support Technician  
Josh Jacobs, Systems Administrator  
**Approved by:** Authority Board  
Resolution No. 2014-36;  
Resolution No. 2019-XX

conditions of use without notice. MTA reserves the right to disable or turn off public WiFi access at any time for any reason.

**RESOLUTION NO. 2019-03**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
ADOPTING A REVISED INFORMATION TECHNOLOGY WIRELESS  
POLICY (POL-701).**

**WHEREAS**, pursuant to Resolution No. 2014-36, Mason Transit Authority adopted an Informational Technology Wireless Policy establishing and defining the terms, conditions and rules regarding use of MTA’s wireless network by employees and the public; and

**WHEREAS**, since the adoption of that resolution, minor edits and clarifications in the policy will bring the policy current;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT PUBLIC TRANSPORTATION AREA AUTHORITY BOARD** that the revised Information Technology Wireless Policy (POL-701), which is attached hereto and incorporated herein, be established and adopted.

Adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Wes Martin, Vice-Chair

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John Campbell, Authority Member

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Kevin Dorcy, Authority Member

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Sharon Trask, Authority Member

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Kevin Shutty, Authority Member

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Deborah Petersen, Authority Member

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Don Pogreba, Authority Member

\_\_\_\_\_  
Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

APPROVED AS TO FORM: \_\_\_\_\_  
Robert W. Johnson, Legal Counsel

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board



<b>Title:</b>	Information Technology Wireless Policy
<b>Number:</b>	701
<b>Effective:</b>	January 1, 2015, Revised March 19, 2019
<b>Cancels:</b>	N/A
<b>Prepared by:</b>	Josh Jacobs, Systems Administrator
<b>Approved by:</b>	Authority Board Resolution No. 2014-36; Resolution No. 2019-03

## **POL-701 INFORMATION TECHNOLOGY WIRELESS NETWORK**

This policy establishes and defines the terms, conditions, and rules regarding use of Mason Transit Authority’s (MTA) wireless network (WiFi) by employees and the public.

### **1. Types of WiFi Networks**

The Information Technology (IT) Team will design a wireless network infrastructure suitable to meet MTA’s business needs. The WiFi infrastructure may include any of the three types of subnetworks: Closed to the public, open to the public, and special purpose.

### **2. Closed WiFi Networks**

Closed to the public WiFi networks are intended for business uses and applications, and only accessible by MTA employees for business purposes. Only devices approved by the Systems Administrator are permitted on closed WiFi networks. While connected to a closed WiFi network, all MTA policies, including the Information Technology Acceptable Use policy, is in effect.

### **3. Special Purpose WiFi Networks**

Special purpose WiFi networks are networks established for a special purpose, such as testing functionality or for special events. Special purpose WiFi networks are limited to activities directly related to their special purpose and restricted by all applicable policies, including the Information Technology Acceptable Use policy.

### **4. Public WiFi Networks**

Public WiFi networks are open to the public for internet access using MTA’s IT equipment and internet access. Members of the public accessing MTA’s public WiFi may be required to consent to MTA’s terms and conditions of use. Public users connect to the public WiFi with their own devices and at their own risk. MTA reserves the right to restrict access to individuals for violations of the terms and conditions of use without notice. MTA reserves the right to disable or turn off public WiFi access at any time for any reason.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 2 – *Actionable*  
**Subject:** Information Technology Acceptable Use Policy (POL-702)  
**Prepared by:** Josh Jacobs, System Administrator  
**Approved by:** Danette Brannin, General Manager  
**Date:** March 19, 2019

**Summary for Discussion Purposes:**

The purpose of the amended IT acceptable use policy is to update and strengthen the previously established and defined terms, conditions and rules regarding the use of MTA’s information technology resources by MTA employees. These updates are made to protect the integrity of the information technology resources.

Legal Counsel and two members of the Board have reviewed and approved this form of the policy.

**Summary: Amend existing IT Acceptable Use Policy (POL-702).**

**Fiscal Impact:**

None.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2019-04 and the attached IT Acceptable Use Policy (POL-702).



**Title:** Information Technology Acceptable Use  
**Number:** 702  
**Effective:** January 1, 2015, [REVISED March 19, 2019](#)  
**Cancels:** N/A  
**Prepared by:** ~~Brian Jones, IT Support Technician~~  
[Josh Jacobs, Systems Administrator](#)  
**Approved by:** Authority Board  
Resolution No. 2014-37;  
[Resolution No. 2019-XX](#)

## POL-702 INFORMATION TECHNOLOGY ACCEPTABLE USE

This policy defines the acceptable use of Mason Transit Authority's (MTA) information technology (IT) resources.

### 1. Authorized Users

All MTA employees who are assigned a domain login are authorized to use MTA IT equipment. MTA employees are expected to keep their login credentials secure and to use their own login. Using another employee's login is not permitted at any time for any reason. Sharing your password ~~with~~ anyone, including ~~to~~ IT staff, is not permitted. Users will lock or log out of their computer any time they are away from their desk. Users are responsible for all actions done ~~by~~ with their account. All activity ~~ies~~ done on the network is monitored and recorded for security auditing purposes. Failure to maintain accountability of your domain login may result in disciplinary action, including but not limited to reimbursement to MTA for damages/loss of equipment and/or termination.

### 2. Data

All data and files originating by users of MTA's IT equipment are considered property of MTA. Data originating from or received by users of MTA's network is not considered private. MTA reserves the right to access, monitor, examine, copy, modify, delete, or share all data on IT resources without notice.

### 3. Public Records

All activities done on or data created with MTA equipment and resources, or while conducting MTA business, are subject to the Public Records ~~a~~Act (RCW 42.56). It is the responsibility of the ~~data's~~ creating user or team of the data to keep and maintain their data in accordance with RCW 40.14, Preservation and Destruction of Public Records.

### 4. Authorized Devices



**Title:** Information Technology Acceptable Use  
**Number:** 702  
**Effective:** January 1, 2015, REVISED March 19, 2019  
**Cancels:** N/A  
**Prepared by:** ~~Brian Jones, IT Support Technician~~  
Josh Jacobs, Systems Administrator  
**Approved by:** Authority Board  
Resolution No. 2014-37;  
Resolution No. 2019-XX

Only computers and devices approved by the Systems Administrator~~Finance/IT Manager~~ are authorized to be placed on the network. MTA staff is not permitted to move MTA computers or devices without the ~~Systems Administrators~~Finance/IT Manager's approval.

## 5. Authorized Software

Employees may not install software on MTA computers operated within the MTA network. ~~A s~~Software requests must first be approved by the requester's manager, then it is sent to the Systems Administrator~~Finance/IT Manager in writing or via email through the ticket system~~. Software must be ~~selected from an approved software list, maintained by the Finance/IT Team~~System Administrator, unless no selection on the list meets the requester's need. The Systems Administrator~~Finance/IT Team~~ will obtain and track the licenses, test new software for conflict and compatibility, and perform the installation. Installing unauthorized software may result in disciplinary action, including but not limited to reimbursement to MTA for damages/loss of equipment and/or termination.

## 6. Password Security

All domain user accounts will be subject to password security policies.

- Passwords will expire 90 days after being created.
- New passwords cannot contain a user's name.
- New passwords cannot be the same as the last 10 passwords.
- Passwords must meet the following complexity requirements.
  - Must be at least 8~~10~~ characters long.
  - Must meet 3 of the 4 conditions:
    - 1~~2~~ lowercase letters.
    - 1~~2~~ uppercase letters.
    - 1~~2~~ numbers.
    - 1~~2~~ symbols.
- Domain accounts will be locked after 3 failed password entries within 4~~5~~ minutes.



**Title:** Information Technology Acceptable Use  
**Number:** 702  
**Effective:** January 1, 2015, [REVISED March 19, 2019](#)  
**Cancels:** N/A  
**Prepared by:** ~~Brian Jones, IT Support Technician~~  
[Josh Jacobs, Systems Administrator](#)  
**Approved by:** Authority Board  
Resolution No. 2014-37;  
[Resolution No. 2019-XX](#)

- Locked out accounts will be locked for ~~515~~ minutes.

Service accounts will be exempt from this password security policy. Administrator account passwords will expire every 30 days.

## 7. Provision of IT Equipment

MTA, at its discretion, may provide IT resources in the form of equipment to employees for their use in fulfillment of their job responsibilities. In receiving the equipment, the employee acknowledges and accepts responsibility for the proper care and secure storage of the assigned equipment while it is in their possession. Failure to uphold these responsibilities may result in disciplinary action, including but not limited to reimbursement to MTA for damages/loss of equipment and/or termination.

## 8. Common Area Computers

Common area computers are designated for personal use while on breaks. Employees may check personal e-mail or browse personal websites. Except as explicitly provided herein, employee's use of common area computers is subject to all MTA rules and policies including section 10. These computers are a privilege that MTA can revoke at any time for any reason.

## 9. De minimis Use for IT Equipment

De minimis, or infrequent or occasional use that results in no actual cost to the agency, is permitted on MTA ~~desktops~~ [IT equipment](#). De minimis use will be regulated by the employee's immediate supervisor. At the supervisor's discretion, de minimis computer use can be prohibited. Such prohibitions must be made in memorandum format and kept on record until changed or revoked. De minimis use must comply with all other sections of this policy and other applicable policies.





<b>Title:</b>	Information Technology Acceptable Use
<b>Number:</b>	702
<b>Effective:</b>	January 1, 2015, <u>REVISED March 19, 2019</u>
<b>Cancels:</b>	N/A
<b>Prepared by:</b>	<del>Brian Jones, IT Support Technician</del> <u>Josh Jacobs, Systems Administrator</u>
<b>Approved by:</b>	Authority Board Resolution No. 2014-37; <u>Resolution No. 2019-XX</u>

## 10. Acceptable Uses for IT equipment

MTA's IT equipment is to be used in the context of a professional business environment. MTA expects users to be respectful, lawful, and ethical in their use of IT equipment and resources. Any use of IT equipment or resources that violates MTA's policies is strictly prohibited and may incur disciplinary action relative to the infraction including termination.

The following are examples of prohibited conduct; this list is not all inclusive:

- Transmitting, viewing, downloading, or posting or exchanging defamatory, obscene, offensive, pornography, discriminatory, harassing, or threatening content in documents or images.
- Using MTA's time and resources for personal financial gain.
- Acquiring, using, or disclosing someone else's login credentials ~~without appropriate authorization.~~
- Violation of Copyright and/or Intellectual Property Rights laws.
- Violation of State and Federal Privacy Laws such as the Health Insurance Portability and Accountability Act (HIPAA) or the Gramm-Leach-Bliley Act (GLBA) pertaining to unauthorized use or release of Personally Identifiable Information (PII).
- Failing to observe licensing agreements.
- Installation of any software without the explicit authorization of MTA's ~~staff~~ System Administrator.
- Engaging in unauthorized transactions that may incur a cost to MTA or initiating unwanted Internet services and transmissions.
- Participating or attempting to participate in the transmission, viewing downloading, posting or exchange of pornography or obscene materials.
- Attempting to gain unauthorized access to the network or computer system of another organization or individual.
- Transmitting or posting chain letters or solicitations. (Except on common area computers)
- Using the Internet for political or religious causes or activities, or any sort of gambling.
- Representing personal views as those of MTA.



**Title:** Information Technology Acceptable Use  
**Number:** 702  
**Effective:** January 1, 2015, [REVISED March 19, 2019](#)  
**Cancels:** N/A  
**Prepared by:** ~~Brian Jones, IT Support Technician~~  
[Josh Jacobs, Systems Administrator](#)  
**Approved by:** Authority Board  
Resolution No. 2014-37;  
[Resolution No. 2019-XX](#)

- Sending anonymous e-mail messages.
- Engaging in any other illegal, fraudulent, or malicious activities.

**RESOLUTION NO. 2019-04**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
ADOPTING A REVISED INFORMATION TECHNOLOGY ACCEPTABLE USE  
POLICY (POL-702).**

**WHEREAS**, pursuant to Resolution No. 2014-37, Mason Transit Authority adopted an Informational Technology Acceptable Use Policy establishing and defining the terms, conditions and rules regarding use of MTA’s information technology resources by employees; and

**WHEREAS**, since the adoption of that resolution, additional provisions to protect the integrity of the information technology resources, as well as minor edits and clarifications in the policy will bring the policy current;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT PUBLIC TRANSPORTATION AREA AUTHORITY BOARD** that the revised Information Technology Acceptable Use Policy (POL-702), which is attached hereto and incorporated herein, be established and adopted.

Adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Wes Martin, Vice-Chair

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John Campbell, Authority Member

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Kevin Dorcy, Authority Member

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Sharon Trask, Authority Member

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Kevin Shutty, Authority Member

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Deborah Petersen, Authority Member


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Don Pogreba, Authority Member

\_\_\_\_\_  
Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

APPROVED AS TO FORM: \_\_\_\_\_  
Robert W. Johnson, Legal Counsel

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

	<p><b>Title:</b> Information Technology Acceptable Use</p> <p><b>Number:</b> 702</p> <p><b>Effective:</b> January 1, 2015, REVISED March 19, 2019</p> <p><b>Cancels:</b> N/A</p> <p><b>Prepared by:</b> Josh Jacobs, Systems Administrator</p> <p><b>Approved by:</b> Authority Board Resolution No. 2014-37; Resolution No. 2019-04</p>
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**POL-702 INFORMATION TECHNOLOGY ACCEPTABLE USE**

This policy defines the acceptable use of Mason Transit Authority’s (MTA) information technology (IT) resources.

**1. Authorized Users**

All MTA employees who are assigned a domain login are authorized to use MTA IT equipment. MTA employees are expected to keep their login credentials secure and to use their own login. Using another employee’s login is not permitted at any time for any reason. Sharing your password with anyone, including IT staff, is not permitted. Users will lock or log out of their computer any time they are away from their desk. Users are responsible for all actions done with their account. All activity done on the network is monitored and recorded for security auditing purposes. Failure to maintain accountability of your domain login may result in disciplinary action, including but not limited to reimbursement to MTA for damages/loss of equipment and/or termination.

**2. Data**

All data and files originating by users of MTA’s IT equipment are considered property of MTA. Data originating from or received by users of MTA’s network is not considered private. MTA reserves the right to access, monitor, examine, copy, modify, delete, or share all data on IT resources without notice.

**3. Public Records**

All activities done on or data created with MTA equipment and resources, or while conducting MTA business, are subject to the Public Records Act (RCW 42.56). It is the responsibility of the creating user or team of the data to keep and maintain their data in accordance with RCW 40.14, Preservation and Destruction of Public Records.



<b>Title:</b>	Information Technology Acceptable Use
<b>Number:</b>	702
<b>Effective:</b>	January 1, 2015, REVISED March 19, 2019
<b>Cancels:</b>	N/A
<b>Prepared by:</b>	Josh Jacobs, Systems Administrator
<b>Approved by:</b>	Authority Board Resolution No. 2014-37; Resolution No. 2019-04

#### 4. Authorized Devices

Only computers and devices approved by the Systems Administrator are authorized to be placed on the network. MTA staff is not permitted to move MTA computers or devices without the Systems Administrator's approval.


#### 5. Authorized Software

Employees may not install software on MTA computers operated within the MTA network. A software request must first be approved by the requester's manager, then it is sent to the Systems Administrator through the ticket system. Software must be approved by the System Administrator. The Systems Administrator will obtain and track the licenses, test new software for conflict and compatibility, and perform the installation. Installing unauthorized software may result in disciplinary action, including but not limited to reimbursement to MTA for damages/loss of equipment and/or termination.

#### 6. Password Security

All domain user accounts will be subject to password security policies.

- Passwords will expire 90 days after being created.
- New passwords cannot contain a user's name.
- New passwords cannot be the same as the last 10 passwords.
- Passwords must meet the following complexity requirements.
  - Must be at least 10 characters long.
  - Must meet 3 of the 4 conditions:
    - 1 lowercase letters.
    - 1 uppercase letters.
    - 1 numbers.
    - 1 symbols.
- Domain accounts will be locked after 3 failed password entries within 5 minutes.
- Locked out accounts will be locked for 5 minutes.

	<p><b>Title:</b> Information Technology Acceptable Use</p> <p><b>Number:</b> 702</p> <p><b>Effective:</b> January 1, 2015, REVISED March 19, 2019</p> <p><b>Cancels:</b> N/A</p> <p><b>Prepared by:</b> Josh Jacobs, Systems Administrator</p> <p><b>Approved by:</b> Authority Board Resolution No. 2014-37; Resolution No. 2019-04</p>
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Service accounts will be exempt from this password security policy. Administrator account passwords will expire every 30 days.

**7. Provision of IT Equipment**

MTA, at its discretion, may provide IT resources in the form of equipment to employees for their use in fulfillment of their job responsibilities. In receiving the equipment, the employee acknowledges and accepts responsibility for the proper care and secure storage of the assigned equipment while it is in their possession. Failure to uphold these responsibilities may result in disciplinary action, including but not limited to reimbursement to MTA for damages/loss of equipment and/or termination.

**8. Common Area Computers**


Common area computers are designated for personal use while on breaks. Employees may check personal e-mail or browse personal websites. Except as explicitly provided herein, employee’s use of common area computers is subject to all MTA rules and policies including section 10. These computers are a privilege that MTA can revoke at any time for any reason.

**9. De minimis Use for IT Equipment**

De minimis, or infrequent or occasional use that results in no actual cost to the agency, is permitted on MTAIT equipment. De minimis use will be regulated by the employee’s immediate supervisor. At the supervisor’s discretion, de minimis computer use can be prohibited. Such prohibitions must be made in memorandum format and kept on record until changed or revoked. De minimis use must comply with all other sections of this policy and other applicable policies.

**10. Acceptable Uses for IT equipment**

MTA’s IT equipment is to be used in the context of a professional business environment. MTA expects users to be respectful, lawful, and ethical in their use of IT equipment and resources. Any use of IT equipment or resources that violates

 <p><b>MASON TRANSIT AUTHORITY</b></p>	<p><b>Title:</b> Information Technology Acceptable Use  <b>Number:</b> 702  <b>Effective:</b> January 1, 2015, REVISED March 19, 2019  <b>Cancels:</b> N/A  <b>Prepared by:</b> Josh Jacobs, Systems Administrator  <b>Approved by:</b> Authority Board  Resolution No. 2014-37;  Resolution No. 2019-04</p>
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MTA’s policies is strictly prohibited and may incur disciplinary action relative to the infraction including termination.

The following are examples of prohibited conduct; this list is not all inclusive:

- Transmitting, viewing, downloading, posting or exchanging defamatory, obscene, offensive, pornography, discriminatory, harassing, or threatening content in documents or images.
- Using MTA’s time and resources for personal financial gain.
- Acquiring, using, or disclosing someone else's login credentials.
- Violation of Copyright and/or Intellectual Property Rights laws.
- Violation of State and Federal Privacy Laws such as the Health Insurance Portability and Accountability Act (HIPAA) or the Gramm-Leach-Bliley Act (GLBA) pertaining to unauthorized use or release of Personally Identifiable Information (PII).
- Failing to observe licensing agreements.
- Installation of any software without the explicit authorization of MTA’s System Administrator.
- Engaging in unauthorized transactions that may incur a cost to MTA or initiating unwanted Internet services and transmissions.
- Participating or attempting to participate in the transmission, viewing downloading, posting or exchange of pornography or obscene materials.
- Attempting to gain unauthorized access to the network or computer system of another organization or individual.
- Transmitting or posting chain letters or solicitations. (Except on common area computers)
- Using the Internet for political or religious causes or activities, or any sort of gambling.
- Representing personal views as those of MTA.
- Sending anonymous e-mail messages.
- Engaging in any other illegal, fraudulent, or malicious activities.



**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 3 – *Actionable*  
**Subject:** Information Technology Remote Access Policy (POL-704)  
**Prepared by:** Josh Jacobs, System Administrator  
**Approved by:** Danette Brannin, General Manager  
**Date:** March 19, 2019

**Summary for Discussion Purposes:**

MTA’s information technology infrastructure has been and is currently undergoing a number of upgrades and improvements, with more anticipated to be made in the coming year. The purpose of the proposed revised Information Technology Remote Access Policy is to make minor edits to bring the policy current regarding certain protocols relating to remote access users that shall be current employees of Mason Transit Authority.

Legal Counsel and two members of the Board have reviewed and approved this form of the policy.

**Summary: Amend existing Remote Access Policy (POL-704).**

**Fiscal Impact:**

None.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2019-05 and the attached Information Technology Remote Access Policy (POL-704).



**Title:** Information Technology Remote Access  
**Number:** 704  
**Effective:** January 1, 2015; [REVISED March 19, 2019](#)  
**Cancels:** N/A  
**Prepared by:** [Brian Jones, IT Support Technician](#)  
[Josh Jacobs, Systems Administrator](#)  
**Approved by:** Authority Board  
Resolution No. 2014-39;  
[Resolution No. 2019-XX](#)

## POL-704 INFORMATION TECHNOLOGY REMOTE ACCESS

This policy defines Mason Transit Authority's (MTA) remote access to the network from the internet.

### 1. Authorized Users for Remote Access

Remote access users must be current employees of MTA and get approval from both their manager and the ~~Systems Administrator~~ [Finance/IT manager](#). Irresponsible or lack of use for up to 90 days of remote access may result in loss of remote access privileges. Remote access users are not authorized to let others use their remote access ~~username or password~~ at any time for any reason. Either the remote access user's manager or the ~~Technical Support Analyst~~ [System Administrator](#) ~~Finance/IT Manager~~ can revoke remote access rights at any time for any reason, ~~by providing a written memo.~~

### 2. Acceptable Use of Remote Access

Remote access users will comply with this and all other MTA policies at all times while accessing MTA's network. Users will also refrain from viewing restricted or prohibited websites while connected to MTA's network. All activities done while remotely connected to MTA's network will be tracked, ~~by remote access~~ ~~username.~~

### 3. Remote Access to Network Resources

Remote access users will only access network resources that they are normally authorized to access. During non-office hours, IT reserves the right to take remote access services or other network services offline for scheduled or emergency maintenance and will provide advance notice to remote access users if able.

**RESOLUTION NO. 2019-05**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
ADOPTING A REVISED INFORMATION TECHNOLOGY REMOTE ACCESS  
POLICY (POL-704).**

**WHEREAS**, pursuant to Resolution No. 2014-39, Mason Transit Authority adopted an Informational Technology Remote Access Policy establishing and defining the protocols regarding remote access use of MTA's current employees to the network from the internet; and

**WHEREAS**, since the adoption of that resolution, minor edits and clarifications in the policy will bring the policy current;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT PUBLIC TRANSPORTATION AREA AUTHORITY BOARD** that the revised Information Technology Remote Access Use Policy (POL-704), which is attached hereto and incorporated herein, be established and adopted.

Adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Wes Martin, Vice-Chair

\_\_\_\_\_  
John Campbell, Authority Member

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Kevin Dorcy, Authority Member

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Sharon Trask, Authority Member

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Kevin Shutty, Authority Member

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Deborah Petersen, Authority Member

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Don Pogreba, Authority Member

\_\_\_\_\_  
Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_

Danette Brannin, General Manager

APPROVED AS TO FORM: \_\_\_\_\_  
Robert W. Johnson, Legal Counsel

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board



<b>Title:</b>	Information Technology Remote Access
<b>Number:</b>	704
<b>Effective:</b>	January 1, 2015; REVISED March 19, 2019
<b>Cancels:</b>	N/A
<b>Prepared by:</b>	Josh Jacobs, Systems Administrator
<b>Approved by:</b>	Authority Board Resolution No. 2014-39; Resolution No. 2019-05

## **POL-704 INFORMATION TECHNOLOGY REMOTE ACCESS**

This policy defines Mason Transit Authority's (MTA) remote access to the network from the internet.

### **1. Authorized Users for Remote Access**

Remote access users must be current employees of MTA and get approval from both their manager and the Systems Administrator. Irresponsible or lack of use for up to 90 days of remote access may result in loss of remote access privileges. Remote access users are not authorized to let others use their remote access at any time for any reason. Either the remote access user's manager or the System Administrator can revoke remote access rights at any time for any reason.

### **2. Acceptable Use of Remote Access**

Remote access users will comply with this and all other MTA policies at all times while accessing MTA's network. Users will also refrain from viewing restricted or prohibited websites while connected to MTA's network. All activities done while remotely connected to MTA's network will be tracked.

### **3. Remote Access to Network Resources**

Remote access users will only access network resources that they are normally authorized to access. During non-office hours, IT reserves the right to take remote access services or other network services offline for scheduled or emergency maintenance and will provide advance notice to remote access users if able.

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 4 – *Actionable*  
**Subject:** Scarsella Contract for Pear Orchard Park and Ride  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** March 19, 2019

### **Summary for Discussion Purposes:**

On January 19, 2016, the Mason Transit Authority Board approved the acceptance of the WSDOT Agreement GCB2304 for Park & Ride Development and Improvements which included the Pear Orchard Park and Ride.

An Invitation to Bid for the Pear Orchard Park & Ride was published beginning January 29, 2019 and bid documents were posted on MTA's website and available through the Builders Exchange of Washington. The deadline for bid submittals was March 1, 2019 and the bids were publicly read at 11:00 a.m. on that day.

Eight bids were received. Scarsella Bros. of Seattle, Washington submitted the lowest qualified bid of \$630,005 to carry out the following:

- *Improvement to the Mason Transit Authority Pear Orchard Park and Ride Facility, which will include new pavement, pavement reconstruction, stormwater facilities, illumination, signing, striping, bus shelter and other work, all in accordance with the Contract Plans, Provisions and Standard Specifications.*

Legal Counsel has reviewed contract.

**Summary: Award construction contract to Scarsella for Pear Orchard Park and Ride.**

### **Fiscal Impact:**

\$ 126,001, 20% match.

### **Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority (1) award the winning bid to Scarsella Bros. for the Pear Orchard Park and Ride in the amount of \$630,005 and (2) approve Resolution No. 2019-06 authorizing the General Manager to sign and execute the contract between Scarsella Bros. and Mason Transit Authority.



## AGREEMENT BETWEEN OWNER AND CONTRACTOR

**The Effective Date of this Contract is:** March 19, 2019

**The Parties to this Contract are:**

**The "Owner"** Mason Transit Authority

**The "Contractor"** Scarsella Bros., Inc.

**Project Name:** Pear Orchard Park & Ride

**The "Architect" or "Engineer:"** SCJ Alliance

**The "Work:"** See "Contract Package," Exhibit A

**Alternates included in the Contract Sum:** 0

**Contract Sum for the Work:** \$ 630,005  
*(not including sales tax)*

**Payments:**  The Owner will make a single payment to the Contractor within thirty (30) days of Final Acceptance.  
*(check one)*  See Supplemental Conditions

**Date of Substantial Completion of the Work:** TBD

**Date of Final Completion of the Work:** TBD days after Substantial Completion

**Liquidated Damages:** \$100.00 per day for each calendar day beyond the Contract Time that Substantial Completion is not achieved.

**Owner's Permit Responsibilities:**

**Unit Prices:**

**Minimum Required Insurance:**

Commercial General Liability:	At least \$1 million per occurrence and general aggregate.
Automobile Liability:	At least \$1 million
Workers' Compensation (industrial insurance):	At least the State statutory amount
Employer's Liability:	At least \$1 million
Aircraft Liability:	At least \$5 million
Watercraft Liability:	At least \$1 million
Property Insurance:	Full insurable value
Boiler and Machinery Insurance:	
Additional Insureds:	Mason Transit Authority

*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  | 4. General Conditions |
| 2. Supplemental Conditions  | 5. Contract Package   |
| 3. Prevailing wage rates set by L&I as of the bid date for Mason County (available at <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp</a> ) |                       |

**OWNER**

By \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
*(Printed name and title)*

**CONTRACTOR**

By   
*(Signature)*  
Bob Scarsella, Vice President  
\_\_\_\_\_  
*(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.

**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. **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.

**RESOLUTION NO. 2019-06**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
AUTHORIZING THE GENERAL MANAGER TO AWARD THE WINNING BID  
AND SIGN A CONTRACT WITH SCARSELLA BROS. OF SEATTLE,  
WASHINGTON, FOR THE DEVELOPMENT AND IMPROVEMENTS TO THE  
PEAR ORCHARD PARK AND RIDE IN AN AMOUNT OF \$630,005.**

**WHEREAS**, the Mason Transit Authority (“MTA”) Board by Resolution No. 2016-02 adopted at its January 19, 2016 meeting, authorized the General Manager to sign the Amended WSDOT Agreement #GCB2304 (Regional Mobility Program-Park and Ride) which provided, in part, for Park and Ride development and improvements, which included the Pear Orchard Park and Ride; and

**WHEREAS**, an Invitation to Bid was published with the Daily Journal of Commerce, Shelton-Mason County Journal, Builders Exchange and the MTA website requesting bids be submitted to Mason Transit Authority no later than 11:00 a.m. on March 1, 2019, to carry out the improvement to the Mason Transit Authority Pear Orchard Park and Ride facility, which will include new pavement, pavement reconstruction, stormwater facilities, illumination, signing, striping, bus shelter and other work, all in accordance with the Contract Plans, Provisions and Standard specifications (the “Pear Orchard Improvements”), and;

**WHEREAS**, eight bids were timely submitted by March 1, 2019 and publicly opened at 11:00 a.m.; and

**WHEREAS**, after staff reviewing and comparing all bids, the bid submitted by Scarsella Bros. is found to meet all the necessary specifications and requirements and at a lowest cost; and

**WHEREAS**, the bid submitted by Scarsella Bros. is \$630,005, which is within the engineer’s estimate of \$500,000 and \$800,000;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that it awards the bid submitted by Scarsella Bros. of Seattle, Washington, as the winning bid for the Pear Orchard Improvements and hereby authorizes the General Manager to sign the contract between Scarsella Bros. and Mason Transit Authority.

Adopted this 19<sup>th</sup> day of March, 2019.

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Randy Neatherlin, Chair

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Wes Martin, Vice-Chair

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John Campbell, Authority Member

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Kevin Dorcy, Authority Member

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Sharon Trask, Authority Member

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Kevin Shutty, Authority Member

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Deborah Petersen, Authority Member

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Don Pogreba, Authority Member

\_\_\_\_\_  
Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

APPROVED AS TO FORM: \_\_\_\_\_  
Robert W. Johnson, Legal Counsel

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 5 – *Actionable*  
**Subject:** GCB3098 - Roof Replacement  
**Prepared by:** Marshall Krier, Maintenance and Facility Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** March 19, 2019

### **Summary for Discussion Purposes:**

On December 18, 2018 Mason Transit Authority Board approved the acceptance of the WSDOT Agreement GCB3098 for the engineering and replacement of the roof on Buildings #3 and #4 at the Johns Prairie Facility. We budgeted \$250,000 for this project. Bids were advertised in the Shelton-Mason County Journal, Seattle Daily Journal of Commerce and Builders Exchange. We received a total of 6 bids and CHG Building Systems Inc. of Renton WA submitted the lowest qualified bid of \$165,997.

Staff is requesting a Not to Exceed amount of \$250,000 to allow for change orders or unforeseen damage that may be discovered once the project has started.

Legal Counsel has reviewed contract.

**Summary: Award construction contract to CHG Building Systems for the Roof Replacement on Buildings #3 and 4.**

### **Fiscal Impact:**

Not to Exceed \$250,000.

### **Staff Recommendation:**

Approve

### **Motion for Consideration:**

Recommend Mason Transit Authority (1) award the winning bid to CHG Building Systems of Renton, Washington for roof replacement of Buildings #3 and #4 at the Johns Prairie facility in an amount not to exceed the budgeted amount of \$250,000, and (2) approve Resolution No. 2019-07 authorizing the General Manager to sign the contract between CHG Building Systems Inc. and Mason Transit Authority.



**AGREEMENT BETWEEN MTA AND CONTRACTOR**  
**SMALL WORKS CONTRACT**

The Effective Date of this Contract is:        March 20, 2019

Mason Transit Authority, (MTA) and CHG Building Systems, Inc., (Contractor) Washington Contractor's Registration No. CHGBUS1124BH hereby agree to the following terms and conditions:

Project Name: Replacement of Roof for Building Three and Four (see Attachment C of Price Proposal).

The "Architect" or "Engineer:" None

The "Work:" See "Scope of Work," Exhibit

Contract Sum for the Work: (including sales tax)    \$165,997

Payments: Monthly progress payments based on material on hand (MOH) plus the percentage of work in place and completed.

Date of Substantial Completion of the Work:

Date of Final Completion of the Work:        30 days after Substantial Completion

Liquidated Damages: \$100.00 per day for each calendar day beyond the Contract Time that Substantial Completion is not achieved.

Owner's Permit Responsibilities:        Building Permit by Owner

Unit Prices:

Minimum Required Insurance:

Commercial General Liability:        At least \$2 million per occurrence and general aggregate

Automobile Liability:                    At least \$2 million

Workers' compensation (industrial insurance):        At least the State statutory amount

Employer's Liability:                    At least \$1 million

General Liability Umbrella:            At least \$5 million

Property Insurance:    Full insurable value

MTA 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 MTA 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 included in the Contract Sum.

**ARTICLE 4: PAYMENT.**

4.1 Based upon Applications for Payment submitted to MTA by the Contractor, MTA shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

4.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month, or as follows:

4.3 MTA shall make payment to the Contractor as specified in the Contract Documents.

4.4 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the MTA may require. This schedule, unless objected to by the MTA, shall be used as a basis for reviewing the Contractor's Applications for Payment. Retainage will be released in accordance with statutory requirements.

**ARTICLE 5: PERMITS AND FEES.**

5.1 MTA 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 MTA and a Subcontractor of any tier, between any Architect and the Contractor, or between any persons or entities other than MTA 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. Supplemental Conditions
3. 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](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp))
4. General Conditions
5. Scope of Work (See Exhibit )
6. Drawings and Specifications (See Exhibit )
7. Site Conditions and Coordination
8. Grant required Certifications and Assurances (See Exhibit )


Mason Transit Authority

\_\_\_\_\_  
By  
(Signature)

\_\_\_\_\_  
(Printed name and title)

CONTRACTOR

CHG BUILDING SYSTEMS, INC.

  
\_\_\_\_\_  
By  
(Signature)

JEFFREY D. COOK, OPERATIONS MGR.  
\_\_\_\_\_  
(Printed name and title)



## **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 MTA in writing at once. The Contractor shall not proceed with the affected Work until it receives a written interpretation or clarification from MTA.

## **ARTICLE 8: ADMINISTRATION OF THE CONTRACT**

8.1 MTA 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. MTA 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. MTA 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. MTA 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, MTA 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 MTA to stop the Work shall not give rise to a duty on the part of MTA to exercise this right.

8.4 Site Access. MTA 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 MTA 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 MTA with reasonable promptness shop drawings, product data, samples and similar submittals required by the Contract Documents. MTA 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. MTA's review and approval does not relieve the Contractor of responsibility for compliance with the Contract Documents. The Contractor shall submit to MTA 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 MTA 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 MTA.

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 MTA has paid (including, but not limited to, workers and Subcontractors). The Contractor shall furnish to MTA releases of liens and claims and other documents that MTA requests from time to time to evidence such payment (and discharge). Nothing in the Contract Documents shall obligate MTA 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, MTA may provide



written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that MTA 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 MTA ("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 MTA and its commission, officers, 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 MTA as a party to any mediation, arbitration or litigation with third parties in which MTA 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 MTA, 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 MTA 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 MTA's request, the Contractor shall make available at the Contractor's office all records for inspection, audit and reproduction (including electronic reproduction) by the MTA'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 MTA.

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 applicable prevailing wages are determined as of the bid date for the county in which the Project is located and are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. A copy is available for viewing at MTA's office, and a hard copy will be mailed upon request. 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 MTA OR BY SEPARATE CONTRACTORS**

10.1 MTA 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 MTA 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 MTA, 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 MTA and the Contractor or by written Construction Change Directive signed by MTA.

11.1.1 Change Orders. A Change Order is a written instrument signed by MTA 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 MTA 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 MTA 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 MTA 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 MTA 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 MTA'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 MTA. MTA 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.** MTA 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 MTA 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.

MTA will provide the Contractor with written notice of its intent to implement this provision and provide details supporting MTA'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 MTA.

### 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 MTA 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 MTA 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 MTA.

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

13.3.3 Immediately before any occupancy, MTA will schedule an inspection tour of the area to be occupied. Representatives of MTA 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 MTA that the Work has been concluded, and the Contractor has submitted the items listed below as may be required at the discretion of MTA, MTA 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 MTA 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 MTA.



- .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 MTA) 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 MTA's Board 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 MTA, MTA 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 150% of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to MTA 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 MTA.** The making of final payment constitutes a waiver of claims by MTA 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 MTA, 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 MTA.

13.6.5 **Failure to Exercise.** MTA'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 MTA 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 MTA 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 MTA 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 MTA'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 MTA or by anyone for whose acts MTA 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 MTA, 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 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 MTA, 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. MTA shall bear no responsibility for such portions of the Work or the consequences of their damage or loss.

15.3 MTA'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 MTA 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 Paragraph 15.1.2 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 MTA, 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 MTA as Trustee or otherwise payable under any policy so issued.

15.4.2 MTA and Contractor intend that any policies provided in response to Paragraph 15.1.2 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, MTA 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 will be adjusted with MTA and made payable to MTA as Trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. MTA 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 MTA's option.

#### 15.6 **Endorsements.**

15.6.1 MTA, its commissioners, 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 MTA 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 MTA.

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 MTA.

15.7 Certificates evidencing that satisfactory coverage of the type and limits set forth in the Contract Documents shall be furnished to MTA in a form acceptable to MTA 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 MTA 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, MTA 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 MTA 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 MTA.

17.4 **MTA's Site Rules.** The Contractor shall comply with MTA'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 MTA.

## **ARTICLE: 18 TERMINATION OF THE CONTRACT**

18.1 **Termination for Cause by the Contractor.** If MTA 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 MTA has the right to cure), terminate the Contract and recover from MTA payment for all Work executed in accordance with the Contract Documents.

18.2 **Termination for Cause by MTA.** 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 MTA.** MTA may, at any time upon seven (7) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of MTA) the whole or any portion of the Work for the convenience of MTA. MTA 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 MTA directs otherwise, after receipt of a notice of termination by MTA, 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 MTA all of the right, title and interest of the Contractor under all orders and subcontracts; with MTA's approval, settle outstanding liabilities and claims arising out of such

termination of orders and subcontracts not assigned to MTA; transfer title and deliver to the entity or entities designated by MTA 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 MTA to preserve and protect the Work and property related to the Project in the possession of the Contractor in which MTA has an interest; and continue performance only to the extent not terminated.

18.5 **Suspension.** MTA may, at its option and at any time, suspend the Contractor's performance of some or all of the Work. MTA will give the Contractor notice of any such suspension, including the scope of the suspension and MTA'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 MTA'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 MTA 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 MTA 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 MTA 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 MTA 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 MTA.



19.5 **Informal Resolution.** MTA 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 MTA with a written request that a representative of the Contractor, any Architect, and MTA 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 MTA unless the Claim is first subject to at least four hours of mediation through Washington Mediation and Arbitration Service (WAMS) in their Tacoma office. The parties shall share equally the costs of the arbiter. This requirement cannot be waived except by an explicit written waiver signed by MTA and the Contractor. To initiate the mediation process, the Contractor shall submit a written mediation request to MTA 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 MTA's receipt of the written request for mediation, either party may submit a request for mediation to the WAMS. An officer of the Contractor and the Chief Executive Officer or designee of MTA, 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. Venue for any such litigation shall be exclusively in Mason County, Washington. 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 MTA. This requirement cannot be waived except by an explicit written waiver signed by MTA 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 MTA and the Contractor. The fact that MTA 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 MTA and Contractor sign an explicit, unequivocal written waiver approved by MTA's Board.

19.10 **Retainage.** Pursuant to RCW 60.28, MTA 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 MTA until forty-five (45) days following formal acceptance of the Project by MTA's Board of Commissioners ("Final Acceptance"). The Contractor may retain payment of not more than five percent (5%) from the moneys earned by any Subcontractor.

END OF GENERAL CONDITIONS

**RESOLUTION NO. 2019-07**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
AUTHORIZING THE GENERAL MANAGER TO AWARD THE WINNING BID  
AND SIGN A CONTRACT WITH CHG BUILDING SYSTEMS OF RENTON,  
WASHINGTON, FOR THE ROOF REPLACEMENT OF BUILDINGS #3 AND  
#4 AT THE JOHNS PRAIRIE FACILITY IN AN AMOUNT NOT TO EXCEED  
THE BUDGET AMOUNT OF \$250,000.**

**WHEREAS**, the Mason Transit Authority ("MTA") Board by Resolution No. 2018-21 adopted at its December 18, 2018 meeting, approved the acceptance of the WSDOT Agreement GCB3098 for the engineering and replacement of the roof on Buildings #3 and #4 at the Johns Prairie facility and authorized the General Manager to execute that Agreement; and

**WHEREAS**, a Request for Bids was published with the Daily Journal of Commerce, Shelton-Mason County Journal, Builders Exchange and the MTA website requesting bids be submitted to Mason Transit Authority no later than 5:00 p.m. on February 22, 2019, to carry out the repairs and replacements as specified therein and in accordance with WSDOT Agreement GCB3098, and;

**WHEREAS**, six bids were timely submitted; and

**WHEREAS**, after staff reviewing and comparing all bids, the bid submitted by CHG Building Systems Inc. is found to meet all the necessary specifications and requirements and at a lowest cost; and

**WHEREAS**, the bid submitted by CHG Building Systems Inc. is under the budgeted amount and makes it possible for replacement of the roofs for Buildings #3 and #4;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that it (1) awards the bid submitted by CHG Building Systems Inc., Renton, Washington, as the winning bid for the replacement of the Building #3 and #4 roofs of the Johns Prairie facility and (2) hereby authorizes the General Manager to sign the contract between CHG Building Systems Inc. and Mason Transit Authority.

Adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Wes Martin, Vice-Chair

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Sharon Trask, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

\_\_\_\_\_  
Deborah Petersen, Authority Member

\_\_\_\_\_  
Don Pogreba, Authority Member

\_\_\_\_\_  
Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

APPROVED AS TO FORM: \_\_\_\_\_  
Robert W. Johnson, Legal Counsel

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 6 – *Actionable*  
**Subject:** Van Replacement for Vanpool Program  
**Prepared by:** Marshall Krier, Maintenance and Facility Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** March 19, 2019

### **Summary for Discussion Purposes:**

Recently, two mini-vans in our vanpool were total losses due to accidents. Staff is requesting approval submit a grant application to replace the two wrecked mini-vans plus one more mini-van to replace a van beyond useful life. The two vans that are total losses were also beyond useful life.

The vanpool program is stagnant but we would like to maintain the current level of groups by ensuring there are the proper vehicle sizes for the groups as they now have as well as vehicles that are in State of Good Repair (SGR). Staff will be evaluating whether we continue to replace vans as the vans reach the end of useful life. Staff is also looking at whether to reduce the number of vans placed in the vanpool program from 16 to 10. This would cover the current number of operating vanpools plus two spare vans to be used when a van comes in for service. The six vans that would be removed from vanpool would be divided between the community van program, van grant program, one to staff vehicle pool (to replace other Taurus) and/or auctioned off.

Insurance recovery money for the two total losses will be used toward the match to purchase the vans. The remainder of the match will come from the Capital Project Reserves.

**Summary: Authorize the General Manager to submit an application to WSDOT's Vanpool Investment Program for three vans.**

### **Fiscal Impact:**

Not to Exceed \$35,000 match

**Staff Recommendation:**

Approve the submittal of an application to the Washington State Department of Transportation Vanpool Investment Program for three replacement vans for the vanpool program.

**Motion for Consideration:**

Move that the Mason Transit Authority Board authorize the General Manager to finalize, approve, sign and submit the grant application to the WSDOT Vanpool Investment Program for three replacement vans.



**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Presentation – *Informational*

**Subject:** Fares

**Prepared by:** Danette Brannin, General Manager

**Approved by:** Danette Brannin, General Manager

**Date:** March 19, 2019

**Summary for Informational Purposes:**

Fares have not been increased since 2009. Staff would like to request the Operations and Maintenance Committee and the Citizen Advisor to the Board look at current fares and compare MTA fares to neighboring transits. Once a review has been completed, staff would like the Committee to make a recommendation to the Board on whether to increase fares and if so, recommend what the new fares should be.

Please see attached information regarding MTA fares along with Intercity Transit, Kitsap Transit, Grays Harbor Transit and Jefferson Transit fares for comparison.

**Agenda Item: Unfinished Business - Item 6 - ACTION**

**Subject: Resolution No. 2008-26 Increasing Regional Fares and Vanpool Program Rates**

Prepared by: Dave O'Connell

Approved by: Dave O'Connell

**Motion for Consideration:**

Motion that the Mason County Transportation Authority Board approve Resolution No. 2008-26 increasing Regional Fares in accordance with the attached "Monthly Pass Policy" and Vanpool Program Rates by 15% effective January 1, 2009.

**Summary Report**

Proposed regional fare increases are due in part to the rising costs of fuel and decline in local sales tax revenue.

Proposed vanpool program rate increase will provide funds for vanpool vehicle replacement.

MCTAB provided report on Public Hearings/Public Comments

**Recommendation:**

Approve attached Monthly Pass Policy.

**Fiscal Impact:**

**Mason Transit Authority  
 Monthly Pass Policy  
 Regional Service Fare (Out-of-County) and Monthly Pass Rates  
 Adopted: December 9<sup>th</sup>, 2008**

**Effective Date: January 1<sup>st</sup>, 2009**

Fare Type	Rate	Increase Date
<b><u>Regional Service Fares</u></b>		
Adult/Youth	\$ 1.50 one-way	01/01/2009
Senior and Persons with Disabilities	\$ .50 per ride	
Child**	Free	
<b><u>Monthly Pass</u></b>		
Adult	\$ 28.00	01/01/2009
Senior and Persons with Disabilities Pass	\$ 9.00	
Youth Pass***	\$ 18.00	01/01/2009
Summer Youth Adventure Pass****	\$ 13.00	01/01/2009

- Reduced Fare for person 65+ years of age and disabled persons requires a Mason Transit Pass, Regional Reduced Fare Permit, or a valid identification of age 65+.

\*\* Child = 5 years and under when accompanied by an adult.

\*\*\* Youth Pass = 6-17 years issued for one month.

\*\*\*\* Youth Adventure Pass = 6-17 years issued and valid from Memorial Day thru Labor Day.

**Vanpool Fares**

Vanpool fares will increase approximately 15% (actual costs vary based on size of vanpool group, and number of miles traveled.)

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 2 – *Actionable*  
**Subject:** Summer Youth Promotional Pass Price Increase  
**Prepared by:** Christina Fremont, Outreach Manager  
**Approved by:** Danette Brannin, Acting General Manager  
**Date:** April 19, 2016

**Summary for Discussion Purposes:**

MTA partners with Grays Harbor, Clallam, and Jefferson Transits to implement and promote youth ridership in the summer months by having a Summer Youth Pass program. The pass is valid Memorial Day to Labor Day and is good on all the participating transit agencies.

Upon review of this program, we have found the cost of the summer youth pass has not been considered in seven years. It is currently sold for \$13. Our regular monthly youth pass is \$18. The other participating agencies are selling their Summer Youth Passes for \$18-20. Taking into consideration our partnerships, we feel it is appropriate to consider raising the cost of the pass to \$18.

There is no governing law regarding a public hearing be required prior to taking action on increasing the cost of the Summer Youth Pass, and there is little participation in the program in Mason County, so we are recommending bypassing a public hearing at this time.

**Fiscal Impact:**

De minimis

**Staff Recommendation:**

We are recommending the Authority Board consider this as an action item and approve increasing the Summer Youth Pass cost from \$13 to \$18, effective immediately. The passes go on sale in May.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve increasing the cost for the Summer Youth Pass from \$13 per pass to \$18 per pass effective immediately.

## Intercity Transit

### Fares

	Local per ride	Local Daily Pass	Local Monthly Pass	Express per ride	Express Monthly Pass
Adult	\$1.25	\$2.50	\$36.00	\$3.00	\$90.00
Youth (6-18 years)	\$1.25	\$2.50	\$15.00	\$3.00	\$90.00
Reduced*	\$0.50*	\$1.00*	\$15.00* (or \$180.00* per year)	\$1.25*	\$37.50*

Please use exact change and have your fare or pass ready when you board. A change machine is available at the Olympia Transit Center. Local fares apply when you ride the bus within Thurston County. You may also use Intercity Transit local tickets to ride Express service - just pay the difference between the ticket value and the Express fare at the farebox.

\* Requires a [Regional Reduced Fare Permit](#)

### Dial-A-Lift

Fare Type	Local per ride	Daily Pass	Monthly Pass	Annual Pass*
Adult	\$1.25	\$2.50	\$36.00	--
Youth	\$1.25	\$2.50	\$15.00	--
Reduced*	--	--	\$15.00	\$180.00

\* Requires a [Regional Reduced Fare Permit](#)

### Riding from Tacoma to Seattle

Intercity Transit connects to [Pierce Transit](#) and [Sound Transit](#) service in Lakewood and Tacoma. You'll need cash or an [ORCA card](#) to pay Pierce or Sound Transit fares. ORCA vending machines are available at many Sound Transit stations. The fares below are for Sound Transit connections.

Sound Transit Fare Type	Adult	Youth	Reduced*
One-County (within one county)	\$2.75	\$1.50	\$1.00
Multi-county (across county lines)	\$3.75	\$2.75	\$2.75

\* Requires a [Regional Reduced Fare Permit](#)

### Jefferson Transit – East Jefferson County Fares

Show  entries

Search:

<b>ADULT BASE FARE*:</b>	<b>\$1.50 (includes day pass)</b>
Reduced Fare (18 years and under, 60 years and older)	\$1.00 (includes day pass)
Children under 7	Free
Dial-a-Ride	\$1.00 (each way)
Dial-a-Ride Convenience Passes	\$10.00 and \$20.00 (punch card)
Adult Monthly Pass	\$24.00
Reduced Fare Monthly Pass	\$12.00
<b>Out of County charge (per trip when boarding outside of Jefferson County only)</b>	<b>\$1.00</b>
Full Fare Commuter Monthly Pass (Includes out of county charge)	\$36.00
Reduced Fare Commuter Monthly Pass (includes out of county charge)	\$20.00
Summer Youth Pass (Good from Memorial Day thru Labor Day)	\$20.00

Routed Buses & Local Foot Ferries

	One-Way Cash	KT Monthly Pass	PugetPass	Regional Day Pass
Full Fare	\$2.00	\$50.00	\$72.00	\$8.00
Reduced Fare	\$1.00	\$25.00	\$36.00	\$4.00

Fast Ferries

	One-Way Cash		Kitsap Transit Monthly Trip Passes		PugetPass	
	Eastbound	Westbound	Fast Ferry Only	Bus & Fast Ferry	Eastbound Only	Eastbound & Westbound
Full Fare	\$2.00	\$10.00	\$168.00	\$196.00	\$72.00	\$360.00
Reduced Fare	\$1.00	\$5.00	\$84.00	\$98.00	\$36.00	\$180.00

ACCESS

	One-Way	Kitsap Transit Monthly Pass
ACCESS Fare	\$2.00	\$25.00
Surcharge in Outlying Areas	+\$1.00	+1.00 per ride

Notes: The additional \$1.00 outlying areas fee is charged on trips that start or end outside of the Kitsap Transit ACCESS service area.

One-way fares are payable with cash or tokens.

Reduced Cash Fare is not available on ACCESS service.

# Grays Harbor Transit

## Fares and Passes

### Zone 1 Price

General	\$1.00
Student/Senior/Disable*	\$0.50

### Zone 2 Price

General	\$2.00
Student/Senior/Disable*	\$2.00

### Zone 1 & 2 Price

General	\$3.00
Student/Senior/Disable*	\$2.50

### Dial-A-Ride Price

General Public DAR	\$1.00
Specialized Van Service (SVS)	\$1.00 In bubble \$2.00 Outside bubble

See map for service bubble areas Effective 1-1-15

### Zone 1 Monthly Passes Price

General	\$28.00
Student/Senior/Disable*	\$20.00

### Premium Monthly Passes Price

General Zone 1&2	\$63.00
Student/Senior/Disable Zone 1&2	\$36.00

### Day Passes Zone 1 Price

General	\$3.00
Student/Senior/Disable	\$1.50

### Single Use Tokens Price

10 - \$1 Ticket Strips	\$10.00
10 - \$0.50 Ticket Strips	\$5.00

### Transfers Price

Transfer (with paid fare)	Free
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Zone 1-Grays Harbor County Zone 2-McCleary-Olympia and Oakville-Centralia (out of county)



## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational – Item 1 - *Informational*  
**Subject:** Mason Transit Authority Regional Mobility Park and Ride Progress Update  
**Prepared by:** Patrick Holm, SCJ Alliance  
**Approved by:** Danette Brannin, General Manager  
**Date:** March 19, 2019

### **Summary for Discussion Purposes:**

Project Management: SCJ is continually managing the design team and subconsultant team. SCJ is tracking on-going project progress.

Permitting: Building permit and water plans are in progress for the Belfair park and ride. Site permits (~~septic~~, grading, forest practices, SEPA Checklist) were submitted in October. SCJ is working with WSDOT to complete the Developer Permit for Pear Orchard, the final comments were included in the bid package. The Department of Ecology for NPDES issued coverage for the Pear Orchard Park and Ride on March 14<sup>th</sup>.

Design Development: Site design is complete. A-RT is finalizing the exterior of the building. Upon building shape and exterior completion, A-RT will make final push for permit plans. A-RT anticipates a completion date of early April.

#### Belfair Park and Ride:

- SCJ submitted site permit plans to Mason County in early October.
- SCJ submitted preliminary roundabout design plans to WSDOT in October.
  - WSDOT gave verbal final approval March 12<sup>th</sup>.
  - SCJ will submit full design package to WSDOT next week.
- PUD 3 and CenturyLink have provided schematic utility relocation designs.

Construction Documents: Construction Document/Bid Packages are ready for Pickering Road and Cole Road.

Advertisement: The Pear Orchard Park and Ride was advertised. Scarsella Brothers were the low bid at \$630,005.

Other progress: Parsons sent over their conceptual Shelton Matlock Park and Ride design. SCJ evaluated and maximized the stall count that will be feasible with available geotechnical/stormwater information. Parsons, MTA, and SCJ will advocate to WSDOT to incorporate the full design/construction into Parsons contract.

Project Timeline: The critical path for design of the park and ride projects remains the Belfair park and ride. WSDOT's extension of the final PFA approval has pushed the final roundabout submittal into March. WSDOT's review time for the final design is three weeks. After this review, SCJ and MTA can evaluate WSDOT's plan comments to assess risk of an early advertisement. The soonest the roundabout can be advertised will be mid to late April.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Item 2– *Informational*

**Subject:** Management Reports

**Prepared by:** Tracy Becht, Executive Assistant

**Approved by:** Danette Brannin, General Manager

**Date:** March 19, 2019

**Summary for Informational Purposes:**

The monthly MTA Management Reports are attached for your information.

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board March 19, 2019

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board March 19, 2019

## GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

- **Park & Ride Development:** Pear Orchard bid opening was on March 1. We received 8 bids with Scarsella Bros being the lowest qualified bid. Contract is in the board packet for approval. The bid package for the roundabout in North Mason should be in April if all goes well. For additional information, see Park & Ride update under Informational Updates.
- **T-CC Parking Lot:** Finally heard back from the Department of Ecology's Voluntary Cleanup Program regarding soil examples. More testing is required with possible cleanup before an opinion of no further action required is issued. I am working with the city and conservation district on a plan to proceed. A soil sampling plan needs to be prepared and submitted to DOE as well as an assessment and a letter stating that the cost of removing the building or other cleanup would outweigh the actual benefit received. I have also reached out to get quotes to have a consultant help with the sampling plan, letter and testing of any material removed. More to come..... Also met with David Locke from Puget Sound Solar and PUD3 on electric vehicle chargers for the parking lot.
- **WSDOT:** Participating in the Grant Process Advisory Committee (GPAC) for vehicle electrification and Consolidated Grant processes. Electrification of state purchased vehicles (including transit) is a mandate from the Governor. Transits are finding it hard to meet the mandate due to cost, infrastructure and technology. Electric buses do not work in all systems as the battery life is not sufficient to run an entire day without needing charged. Basically that means a transit needs to electric buses for every one diesel unless on-the-go charging is available.
- **WSTIP:** Attended Monthly Executive Committee and Governance Meetings.
- **WSTA:**
  - Participated in SMTA weekly legislative call. This is on-going throughout the session for updates.
  - Attended 1<sup>st</sup> Quarter Board Meeting.
  - Testified before the House and Senate Transportation Committees in opposition of I-976.
  - Introduced Mason County to the WSTA HR Roundtable that met for their quarterly meeting at Alderbrook.
- **City of Shelton:** Attended the March 5 City Council meeting to present MTA's two projects into
- **EDC:**
  - Attended EDC Monthly Board Meeting (Feb and March)
  - Attended Annual EDC Luncheon
- **Chamber Activities:**
  - Attended the monthly Shelton-Mason Chamber luncheon with the topic of Active Shooter.
  - Attended the North Mason Chamber Annual Gala.
- **PRTPO:** Attended PRTPO meeting.
- **Training:** As the drivers are doing, I did the Busing on the Lookout training.
- **Internal Activities:**
  - Usual meetings with the Executive Team and Leadership Team. Miscellaneous meetings with staff.
  - Worked on Strategic Plan.
  - Two Employee Engagement Plan committee meetings.
  - Worked on Public Records Request.
  - Assisted Administrative Services Manager with annual review write-ups and review of job descriptions. Completed my direct report annual reviews.
  - Attended Service Review Committee meeting to discuss service change plans.

- Marshall and I met with Hanover Signs for a demonstration of their product
- Reviewed Operations Statistics for 2018 with staff to ensure reporting for the National Transit Database (NTD) is correct.
- Reviewed Roof Replacement Proposals with Marshall. Selected a bidder with the lowest cost and qualified.
- Met with Board Operations and Maintenance Committee to discuss Belfair and Johns Prairie facilities.

### Board Assistance, Awareness and Support:

- I-976: I will be watching the outcome of I-976 as it has the potential of impacting funding for transit. This initiative would reset car tabs to \$30 but have an impact to the multimodal fund where transit funding comes from as well as Sound Transit's funding for light rail, transportation district benefit districts and State Patrol to name a few.
- Fares: We have not raised fares other than the Summer Youth Pass since 2009. Would like to form a committee from the Operations and Maintenance standing board committee and the citizen advisor to the board.
- Electrification: This is a hot topic currently for transit, especially rural transit where electric buses do not fit well into the system. Technology is improving but there are still challenges such as the amount of time a battery charge actually lasts. There are several transits testing the waters of electrifying their fleet and we are in the watching stage.

## TEAM UPDATES

### ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

- **HR Support**
  - Continuing to work on a refreshed/compliant employee handbook.
  - Reviewed the job descriptions of Finance staff, aligned job descriptions with duties currently performed. This was made easier by using the WSTA Salary Repository, a database of collective job descriptions, and salary data for all participating transit agencies.
  - Reviewed performance reviews for Operations Supervisors.
  - Participate with the Employee Engagement Committee.
- **Recruiting**
  - We have made offers to 3 drivers to begin our March 20<sup>th</sup> class.
  - We filled our Technical Support Intern position with a wonderful student Tyler who has received his AA in Computer Network Administration and now working on a 4-year degree.
- **Finance**
  - Working to finalize the 2018 National Transit Data (NTD) report.
  - Beginning preparation of the Annual Report now that we have received final 2018 input.
- **Training.**
  - The Workplace Fatigue Conference presented by the National Safety Council (NSC) was very informative. NSC in coordination Brigham Health developed a Fatigue Cost Calculator that estimates the annual cost of fatigue in the workplace. By inputting MTA's head count, region of the country, and industry type, the calculator produced an estimated cost of \$112,529 for our fatigued workers. The cost comes from absenteeism, decreased productivity, and healthcare costs. Focus on educating trainee drivers on the importance of proper rest is part of their new hire curriculum; supervisors and dispatchers watch to ensure that staff is fit for duty daily.
  - Attended Substance Abuse Management Training for Rural Transit Providers webinar with our two backup Designated Employee Representatives (DER).
  - Attended WSTA HR Committee meeting. Topics to be covered: New ruling on third party harassment, a fit for duty discussion with WSTIP's Risk Manager, and update from Summit Law plus a review of the Salary Repository initiative.

## MAINTENANCE/FACILITIES – Marshall Krier

### Maintenance Shop and Facilities

- **Congratulations:** I would like to congratulate Brenton Schnitzer for completion of the ASE Transit Bus test series and becoming a Master Transit Bus Technician. Also, Brenton has been promoted from Acting Lead Mechanic to Lead Mechanic!!
- **JP HVAC:** We have completed repairs to the Johns Prairie Building #2 HVAC system that was damaged in the recent snow event.
- **Radich Building:** The recent snow event raised concerns about the roof condition of the Radich Building. We have scheduled an engineer from Wetherholt and Associates to perform a site visit to visually review current roof conditions and prepare a report with recommendations for repair or replacement.
- **Staff Vehicle:** We are anticipating our first of 3 staff vehicles to arrive by the end of March. The Colorado truck will replace our 1995 Chevrolet S-10 and primarily be used for servicing our bus stops.
- **Vehicle Testing:** Schetky Northwest Bus Sales will have a mini bus available for us the first part of April. It is very similar to the Starlite that was tested in February.

### T-CC Facility user traffic report:

All numbers for the T-CC were down for February due to the 2 weeks of inclement weather. Multiple events, programs, and classes were cancelled because of hazardous road conditions.

- **Gym:** Gym use for February came in at 460 people this month, which included our weekly pickle ball program, Choice P.E., Special Olympics basketball, South Mason Youth Soccer and Sanderson Field R.C. Flyers activities.
- **Conference Room:** Conference room use for February was at 92 people. Those that braved the weather and use the conference room to attend event rentals, the MTA board meeting, MTA CPR training, monthly tenant gatherings, and a new non-profit job club sponsored by Arc of the Peninsulas.
- **Overall:**  
February proved to be challenge to keep clear of snow and ice during the bad weather. Big thanks to Mike Morrison, Brenton Schnitzer and Marshall Krier for going the extra mile by coming in early, modifying shifts, and just putting in a whole lot of effort! Much appreciated.

The T-CC bus lanes and sidewalks were shoveled and clean *at least once a day* even on the non-service days. We averted a potentially major maintenance issue at the United Way building due to the extreme snow load that accumulated quickly on the flat roof. Thanks to Ascend Roofing for providing an emergency crew within an hour to shovel the huge amount of snow off of the flat roof.

We experienced several power spikes during the snow event that reset certain systems and damaged a circuit board on our alarm system. All electronic issues have been repaired. Our stock of ice melt took a huge hit as we did not project for the record amounts of snow and freezing temperatures in February. We will need to replenish our snow and ice-melt before next fall. Even though we faced multiple unforeseen challenges in February, we are pleased that there were not any major damages or injuries of any type at the T-CC. We didn't have any reported slip-and-falls and other than sore backs, everyone made it through the snowy weather in good health. We are looking forward to spring.

### T-CC Building

- Shoveled bus lanes multiple times daily during snow weeks.
- De-iced bus lanes and passenger sidewalks daily during snow weeks.
- Responded to sagging roof at United Way building. Thank you Ascend Roofing for quick response.
- Provided route information to passengers during snow weeks
- Completed monthly fire extinguisher / sprinkler inspections.
- Completed Quarterly Phase I and Phase II elevator testing in Leeds Building.
- Fixed vandalized sink in passenger bathrooms.
- Supported John M. with OPs issues.
- Worked with the City of Shelton on summer program schedule.



- All scheduled programs limited this month due to snow.
- Drained T-CC drum drips.
- CHOICE PE classes limited this month due to snow days.
- Received and submitted quotes for acoustical panels and installation at the T-CC.
- Hosted the Olympus Rally Association's Awards Ceremony.
- Taylor United is continuing kitchen use.
- Welcoming two new non-profit organizations for conference room and gym area for programs.
- MTA CPR training in conference room.
- Continuing to work with Josh on Double Map project.
- Hosted WSDOT Executive meeting in conference room.
- Scheduled annual fire alarm and sprinkler system testing for March 20 at the T-CC.

#### OPERATIONS – Mike Ringgenberg

- **Bus Shelter:** The City of Shelton will be pouring concrete for a bus stop shelter at Fairmont Cove apartments as soon as the weather breaks.
- **Doublemap:** The CEO from Doublemap and his installation guru spent two days at MTA fixing some of the challenges. They have committed to having the software challenges fixed in the next 60 days!!
- **Inclement Weather Plan:** This plan was used extensively during the 2019 February Snowmagedden. We also did an excellent job of coordinating with our neighboring transit agencies to ensure connecting routes were coordinated. We also discovered some challenges that we can improve our processes for the 2020 Inclement Weather Plan.
- **MTA Drivers Manual:** Matt C is finishing up on his first draft review of the Drivers Manual before the Ops team starts the second review.
- **New Drivers Class:** Lisa conducted a “Life as a Driver” briefing with three prospective driver candidates on February 16. We interviewed 7 driver candidates and hired 3 individuals who will start in our new driver class on March 20, 2019 class. New team members will be: Nathan Zimbeck, Mark Lewis, and Cody Phillips.
- **Outreach Presentations:** In February, Kathy conducted outreach events at North Mason High School for three classes and at a North Mason Early Learning Family resource fair. Kathy attended the following meetings: Moving Mason Forward; Olympic College about our mini bus project; 2 TMBHO meetings and 4 Service Review Committee meetings. Kathy also attended the North Mason Chamber Gala and met with InterCity Transit to discuss their future service changes.
- **Road Construction in Shelton:** Road construction has started back up in Shelton. Operations staff is in constant contact with the City to ensure we are aware of upcoming road changes. Rider alerts and Tweets have been going out to our customers as soon as we have new information to share.
- **Service Review Committee:** SRC is meeting weekly to prepare for the June 3 shake up and to prepare for the Oct 7 shake up.
- **Test Drive:** MTA test drove a 2019 StarCraft Starlite Transit van for a week in February. Drivers provided both positive and negative insights about this vehicle. Thanks to everyone who drove it or provided feedback!!
- **Training:** Lisa trained 17 individuals in PASS training. Trina trained 15 individuals in CPR/AED/FA training and completed 3 Defensive Driver evaluations for vanpool.
- **Vanpool:** Usage rate for February 2018 was 50%; 8 of 16 vans were in use.

## 2019 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

2019 Work Items	Completed as of 3/15/19	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Progress
Strategic Plan Approved		Δ				Continued work.
Employee Handbook Approved		Δ				Continued work.
Create Financial Management Policy Manual			Δ			
KPI reporting - dashboard to board beginning 1st quarter		Δ	Δ			Dashboard layout in progress.
Develop route deviation, stroller, service animal, no-show policies for Operations		Δ	Δ	Δ		Researching Service Animal policies and new law - Update: Waiting for WSDOT for direction.
Develop a light duty and position transition policies for HR	X	Δ				Light Duty Policy was already completed. The policy for transitioning to a new position will be included in the employee handbook revision.
Develop an Employee Engagement Plan		Δ	Δ	Δ		A committee has been formed to create an employee engagement plan. The committee consists of driving and admin staff - UPDATE: Continued meetings.
Wage analysis		Δ	Δ			Have begun work on this. Currently working on wage analysis for finance positions.
Union Negotiations			Δ	Δ		
Quarterly driver training		Δ	Δ	Δ	Δ	PASS and First Aid training in progress for 1st Quarter. Drivers working on "Busing on the Lookout" which is a training to help in awareness of sex trafficking.
Prepare a Welcome package for new DAR riders		Δ	Δ			
Quarterly ridership analysis and outreach initiative		Δ	Δ	Δ	Δ	Working on the analysis.
Community Conversations			Δ		Δ	
Public Outreach for service changes		Δ	Δ	Δ	Δ	Kathy has been out talking with large employers to assist with aligning morning and afternoon commuter times. She is also working with Intercity and Kitsap Transits.
Service change implementation plan		Δ	Δ	Δ		Service Review Committee is reviewing Nelson/Nygaard suggestions. A timeline has been prepared.
Bus builds for coaches and cutaways				Δ	Δ	
Roof replacement on Building 3 and 4		Δ	Δ			Bids were received and contractor with lowest bid was CHG from Renton.
Records Management - Network reorganization		Δ	Δ	Δ	Δ	IT is working on a process for moving old electronic records as the first step.
IT infrastructure improvements and computer replacement		Δ	Δ	Δ		Needs have been assessed, licensing updated and equipment has been ordered. Funds still available for additional purchases to be made. Josh is working on the list.
Park & Ride project (through 2023)		Δ	Δ	Δ	Δ	See Park & Ride informational page for update.
T-CC parking lot construction		Δ	Δ	Δ		See General Manager's report for update.