

**PUBLIC UTILITY DISTRICT No. 1  
of Whatcom County**

Agenda for the Regular Meeting of April 8, 2025  
8:15 a.m. at the PUD Office  
(Zoom, & Teleconference)

1. Call to Order | Pledge of Allegiance
2. Approval of Agenda (2 minutes)
3. Consent Agenda (5 minutes)
  - a) Approval of the Minutes of the Regular Meeting of March 25, 2025
  - b) Approval of Claims for April 8, 2025
4. Public Comment (10 minutes – Individual speakers: 3 minutes)
5. General Manager Report (20 minutes)
6. Operations Report (10 minutes)
7. Old Business (30 minutes)
  - a) Broadband Update
  - b) Adjudication Update
  - c) Geothermal Update
  - d) Strategic Plan Update
8. New Business (30 minutes)
  - a) Report 1: Presentation on Whatcom PUD Archives and Records Management
  - c) Action 1: Approve A Professional Consulting Services Agreement With Digital Boundary Group For Cybersecurity Support Services, And Authorize The General Manager To Execute The Agreement.
  - d) Action 2: Approve Work Order No. 5 with Complete Design Inc For Engineering Services Related to the District's Plant 2 Basin Covers
9. Commissioner Reports (10 minutes)
  - a) Upcoming Per Diem Requests  
Commissioner Arnett: None as of publication  
Commissioner Ury: None as of publication  
Commissioner Deshmane: None as of publication
10. Public Comment (10 minutes– Individual speakers: 3 minutes)
11. Executive Session: None
12. Adjourn (Estimated 10:20 AM)

**Notice:**

All Commissioners will participate either via Zoom/internet or teleconference.

**The public meeting can be accessed;**

**By internet: <https://us02web.zoom.us/j/82536343225>**

**NOTE: IF ATTENDING VIA ZOOM WE WOULD APPRECIATE YOUR FULL NAME FOR THE COMMISSION RECORD THOUGH IT IS NOT REQUIRED**

<p><b>Or telephone:</b> Dial 1 (253) 215 8782 <u>or</u> 1 (253) 205 0468 <b>Webinar ID:</b> 825 3634 225</p>
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**Next Commission Meetings**

April 22 and May 13, 2025 |8:15 a.m.| Regular Meetings

Meetings to be held at the District Office

1705 Trigg Road, Ferndale, WA 98248

*or other location announced*

Contact: Chris Heimgartner, General Manager (360) 384-4288 x 119

[info@pudwhatcom.org](mailto:info@pudwhatcom.org)

[www.pudwhatcom.org](http://www.pudwhatcom.org)



**MINUTES OF THE REGULAR  
MEETING OF THE COMMISSION  
March 25, 2025**

**1. Call to Order | Pledge of Allegiance**

The regular meeting of the Board of Commissioners of Public Utility District No. 1 of Whatcom County was called to order at 8:15 a.m. by Commissioner Atul Deshmane. Said meeting was open to the public and notice thereof had been given as required by law.

Those present at the meeting included:

**COMMISSION AND STAFF**

Atul Deshmane	Commissioner
Jaime Arnett	Commissioner
Eddy Ury	Commissioner
Jon Sitkin	General Counsel, CSD Attorneys at Law
Chris Heimgartner	General Manager
Aaron Peterson	IT/SCADA Technician
Andrew EntriKin	Director – Broadband and New Power Supply
Annette Smith	Director of Finance
Brian Walters	Assistant General Manager
Garrett Love-Smith	Engineering Manager
Devin Crabtree	Chief Water Operator
Jon Littlefield	Electrical Systems Supervisor
Joseph Shay	Clerk of the Board / Records
Kurt Wank	Assistant General Manager
Lisa Moeller	Director – HR & Communications
Mike Macomber	IT/SCADA Technician
Paul Sigmund	Manager – Automation & Technology Services
Rebecca Schlotterback	Contracts and Regulatory Compliance Manager
Stephanie Hooper	Accountant I

**VISITORS**

Rick Maricle	Citizen
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**2. Approval of Agenda**

**ACTION:**

Commissioner Ury made a motion to approve the agenda with the correction that the executive session be removed as there would be no executive session at this meeting. Commissioner Arnett seconded the motion. The motion passed unanimously.

**3. Approval of Consent Agenda**

**a) Approval of the Minutes of the Regular Meeting of March 11, 2025 and the Special Meeting of March 14, 2025 & Approval of the Claims of March 25, 2025:**

Commissioner Arnett made a motion to approve the consent agenda as a whole including both the minutes and the claims. Commissioner Ury seconded the motion. The motion passed unanimously.

**Claims of March 25, 2025:**

ANVIL CORPORATION	380.00
INDUSTRIAL SUPPLY, INC	92.71
BAKER SEPTIC TANK PUMPING	1,523.20
BHAM TECH COLLEGE	2,202.86
BONNEVILLE POWER ADMINISTRATION	698,964.00
CARL'S MOWER & SAW, INC	23.97
CDW/COMPUTER DISCOUNT WAREHOUSE	1,739.64

CENTRAL WELDING SUPPLY	105.53
CESCO NEW CONCEPT CHEMICAL PRODUCTS	176.09
CHMELIK SITKIN & DAVIS	8,140.00
COMCAST	322.09
COMCAST - NWRC	517.47
COMPRESSORS NORTHWEST (AIRWARE INC)	43,189.12
DESHMANE, ATUL	804.32
EUROFINS ENVIRONMENT TESTING NORTHWEST	52.00
FEDERAL EXPRESS	26.12
FERNDALE ACE HARDWARE	120.71
INTERNAL REVENUE SERVICE	31,302.50
JOHN DEERE FINANCIAL	386.73
MASSMUTUAL RETIREMENT SVCS LLC	16,960.00
MOODY'S INVESTORS SERVICE	52,000.00
MOTION AND FLOW CONTROL PRODUCTS INC	893.84
NEL/SON DISTRIBUTING DBA NELSON-REISNER	485.56
NW PUBLIC POWER ASSOCIATION	780.00
P&P EXCAVATING, LLC	23,066.58
PACIFIC POWER BATTERIES	523.20
PAYLOCITY	212.88
PAYROLL	337,973.02
PLATT ELECTRIC SUPPLY CO	462.62
PRINCIPAL LIFE INSURANCE COMPANY	2,227.50
PUGET SOUND ENERGY, INC	799.08
RWC GROUP	164.07
SMITH MECHANICAL	410.06
STAR RENTALS	1,708.88
TOTH AND ASSOCIATES, INC	270.00
ULINE, INC.	2,575.55
URY, EDWARD	1,127.74
WA FEDERAL VISA CARD MEMBER SERVICES	14,379.23
WA PUBLIC UTILITY DISTRICTS ASSOCIATION	550.00
WA ST DEPT OF REVENUE - EXCISE TAX	97,261.77
WESTERN CONFERENCE OF TEAMSTERS	9,516.50
WESTERN SOLAR	6,086.82
WHATCOM FARMERS CO-OP	242.41
WHISTLE WORKWEAR	88.28
<b>GRAND TOTAL</b>	<b>\$ 1,360,834.65</b>

**4. Public Comment** – None

**5. General Manager’s Report** – Chris Heimgartner, General Manager reported that he will be out of the office for the next two weeks so Kurt Wank, Assistant General Manager will fill in for him at the next commission meeting. The general manager opened discussion regarding Senate Bill 5466 creating a transmission planning oversight committee. A lengthy discussion was had between the general manager and the commissioners.

**6. Operations Report** – Kurt Wank, Assistant General Manager reported that with the recent heavy rains the Nooksack river has been considerably higher than normal. Mr. Wank commended the work of the water operations crew for staying on top of the rising water levels and ensuring stable water plant operation.

**7. Old Business**

**a) Broadband Update** – Andrew Entrikin, Director of Broadband and New Power Supply reported to the Commission that Round 2 of the BEAD grant process is underway and will be finishing up May 16<sup>th</sup>. The goal for Round 2 is to get proposals down to the \$7,000 per household threshold.

**b) Adjudication Update** – Jon Sitkin, Legal Counsel reported that the adjudications summonses have been sent out and that the process is now officially underway.

**d) Geothermal Update** – Chris Heimgartner, General Manager reported to the commission that Energy Northwest had reached out and asked for Whatcom PUD’s direct involvement in a geothermal study they were proposing. Whatcom PUD declined to participate in the study but the General Manager wrote a letter of support for Energy Northwest.

**e) Strategic Plan Update** – Chris Heimgartner, General Manager informed the Commission that the strategic planning process is in motion and that the initial strategic planning meeting will be held tentatively during the week of April 21, 2025 with potential meeting dates of the 21<sup>st</sup>, 24<sup>th</sup>, and/or the 25<sup>th</sup>.

## **8. New Business**

a) Report 1: Brian Walters, Assistant General Manager reported to the commission on the new BPA Power Sales Agreement to be signed by Whatcom PUD and staff recommendations. Staff recommends that:

1. a “Load Following” Power Sales Agreement be requested
2. Whatcom PUD elect 100% BPA Tier 2 product to cover electric system load growth above CHWM aMWs for the first rate period und the new PSA
3. Whatcom PUD explore non-federal resource options to cover Tier 2 load growth for future rate periods, particularly if load growth becomes significant (20-50 aMWs)

b) Report 2: Jon Sitkin, Legal Counsel reminded the commission of their responsibility to make sure they take OPMA/PRA Training and turn their certificates in. This reminder was in place of the proposed training due to time constraints of the meeting.

c) Action 1: Commissioner Ury made a motion to Approve Professional Services Agreement (PSA) With Pacific Surveying And Engineering, To Perform Engineering And Surveying Services For The Whatcom PUD And Authorize The General Manager To Sign The Agreement. Commissioner Arnett seconded the motion. Motion passed unanimously.

d) Resolution 1: Commissioner Ury made a motion to approve Resolution 874 Updating The Signatories At Whatcom County. Commissioner Arnett seconded the motion. The motion passed unanimously.

e) Resolution 2: Commissioner Ury made a motion to approve Resolution 875 Honoring Assistant General Manager Brian Walters. Commissioner Arnett seconded the motion. The motion passed unanimously.

## **9. Commission Reports/Per Diem Requests:**

Commissioner Arnett had nothing to report

Commissioner Ury had nothing to report

Commissioner Deshmane had nothing to report

**10. Public Comment** – Rick Maricle congratulated Mr. Walters on his retirement. Commissioners and Staff also congratulated Mr. Walters on his retirement and a standing ovation was given in his honor.

## **11. Executive Session**

None.

## 12. Adjourn

There being no further business Commissioner Deshmane adjourned the meeting at 10:41 a.m.

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Atul Deshmane, President/Commissioner

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Jaime Arnett, Vice President/Commissioner

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Eddy Ury, Secretary/Commissioner

**Commission Clerk Note:**

Video recordings of the Whatcom PUD Commission Meetings are available online at the following link on the PUD's Website: <https://www.pudwhatcom.org/the-commission/agenda-packets-meeting-minutes-recordings/>

# Whatcom PUD Archives and Records Management

Presented By:  
Joseph Shay  
Clerk to the Board / Records





## *ACCOMPLISHED GOALS*

- Consolidated All Administrative Records to Main Office Records Room
- Reorganized Main Records Room to Allow for Archives and Active Records Storage





## *CONSOLIDATED ALL ADMINISTRATIVE RECORDS TO MAIN OFFICE RECORDS ROOM*

- Gathered all administrative records from plant offices and brought them back to the main office
- Used shelving from Plant 2 records room to create more storage at the main office
- Labeled all records boxes brought to the main office to reflect the contents of the boxes





# *REORGANIZED MAIN OFFICE RECORDS ROOM FOR ARCHIVAL AND ACTIVE RECORDS STORAGE*

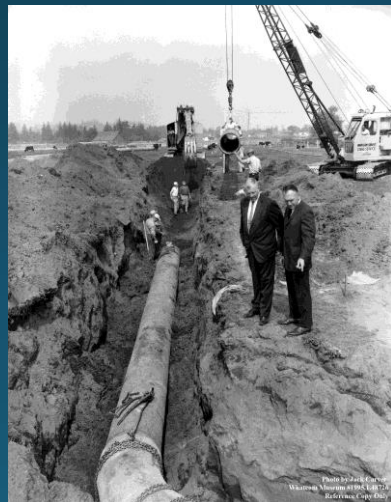
- Boxed and labeled all records in in the non-fireproof filing cabinets
- Removed most of the non-fireproof cabinets
- Removed most of the hanging shelving
- Measured and designated space for Plant 2 shelving
- Used the Plant 2 shelving to organize active records by destruction due date per RCW.





## *CONTINUING GOALS*

- Maintain Archival and Active Records Databases and Destruction Logs
- Staff Education on Records Process



# *MAINTAIN ARCHIVAL AND ACTIVE RECORDS DATABASES AND DESTRUCTION LOGS*

- Create destruction logs based on WA State records retention schedules sighting the Disposition Authority Number (DAN) for each set of records to be destroyed.
- Initial focus to be on preparing destruction logs and disposing of records that are past their retention date and are not needed for historical/archival purposes.
- For historical/archival records; re-folder, re-box, re-shelve, and enter into Access Database (Finding Aid)
- For records due for destruction; schedule a shred day to have shredding company destroy the records
- Create shelving and filing cabinet labels for active/archival records



# RECORDS IDENTIFIED FOR DESTRUCTION PER RCW





## Records Management Destruction Log

Disposition Authority Number (DAN)	Records Series Title	Date/Date Range of Records	Eligible Destruction Date <small>(As dictated by your retention schedule)</small>	Description	Location
GS2011-184 Rev.4	Financial Transactions - General	2020	2027	(Box 1 of 3) Accounts Payable Files A - N	PUD No. 1 of Whatcom County Main Office
GS2011-184 Rev.4	Financial Transactions - General	2020	2027	(Box 2 of 3) Accounts Payable Files O - V	PUD No. 1 of Whatcom County Main Office
GS2011-184 Rev.4	Financial Transactions - General	2020	2027	(Box 3 of 3) Accounts Payable Files W - Z	PUD No. 1 of Whatcom County Main Office
GS2011-184 Rev.4	Financial Transactions - General	2019	2027	AR, Meter Readings, Excise Taxes, Receipts (1 Box)	PUD No. 1 of Whatcom County Main Office
GS2011-184 Rev.4 GS50-12D-04	Financial Transactions, Taxes , Working Files	2020	2027	Billing, Excise Taxes, Receipts, Time Sheets (2 Boxes)	PUD No. 1 of Whatcom County Main Office
UT55-05B-12 Rev. 0	Electric Utility General and Subsidiary Ledgers, Journals and Indexes	2016	2027	Month End Reports (1 Box)	PUD No. 1 of Whatcom County Main Office

<b>Method of Destruction:</b> <input type="checkbox"/> Shred paper records yourself, in your department/unit <input checked="" type="checkbox"/> Utilize locked bins for paper shredding through vendor <input type="checkbox"/> Dispose of electronic records only <input type="checkbox"/> Other: _____	<b>Volume to be Destroyed:</b> Number of files: _____  Number of Boxes: <u>6</u>  Electronic (KB, MB, GB, TB): _____	<b>Name of Agency/Department:</b> <u>Finance, Engineering</u>  <b>Date of Destruction:</b> _____
<b>Signatures of Approving Officials:</b>  _____ Records Manager/Clerk to the Board  _____ Director of HR or General Manager  _____ Shredding Vendor Name (Printed)		



# *STAFF EDUCATION ON RECORDS PROCESS*

- Propose training on records retention schedules and District's records process so that staff know where their records are and how to access them.
- Encourage staff to maintain their own records according to the CORE schedules.
- Year-end records box up and give to clerk for addition to databases/destruction logs.



THANK YOU  
Questions?



## Action Memo

**To:** Commissioners Arnett, Deshmane, and Ury  
**From:** Kurt Wank – Assistant General Manager  
**Date:** April 8, 2025  
**Re:** Professional Services Agreement with Digital Boundary Group

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**Requested Action:** APPROVE A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH DIGITAL BOUNDARY GROUP FOR CYBERSECURITY SUPPORT SERVICES, AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT.

**Background:** Whatcom PUD previously executed a Professional Consulting Services Agreement (“PSA”) with Digital Boundary Group (Consultant) on January 22, 2021. The PSA expired on its own terms December 31, 2023.

As a public entity providing utility services, Whatcom PUD, like other public entities, may be subject to many types of cybersecurity attacks or efforts to hack into its digital systems, both administrative and utility systems related. The PUD has and will continue to seek and retain qualified consultants to assist staff in securing those systems. By necessity, this will be a continuous ongoing effort.

It is best practice to establish and maintain penetration testing programs and perform periodic security assessments of IT systems. Digital Boundary Group works with many public entities and has vast expertise in providing such services.

Under the Agreement, the Consultant’s general scope of services will include the performance of tasks focused on maintaining and improving the cybersecurity of Whatcom PUD’s systems related to its electric and water operations and administrative services.

If approved, the term of the new PSA would extend through December 31, 2027.

**Fiscal Impact:** Whatcom PUD’s planned 2025 Annual Budget includes sufficient funds to cover work to be performed by Digital Boundary Group under the Agreement during this calendar year.

**Recommended Action:** Approve a Professional Consulting Services Agreement with Digital Boundary Group for Cybersecurity Support Services, and authorize the General Manager to execute the Agreement.

**STANDARD AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the **PUBLIC UTILITY DISTRICT NO. 1 of WHATCOM COUNTY**, 1705 Trigg Road Ferndale, WA 98248, hereinafter called the "Whatcom PUD," Digital Boundary Group having an address of 13760 Noel Rd, Suite 370, Dallas, Texas 75240, hereinafter called "Consultant," for a project generally described as:

**Consultant’s general scope of services will include the performance of tasks focused on maintaining and improving the cybersecurity of Whatcom PUD’s systems related to its electric and water operations.**

WHEREAS, the Whatcom PUD wishes to obtain technical consulting services related to cybersecurity for its electric and water utilities; and

WHEREAS, Consultant has expertise in providing such services and desires to perform such services for the Whatcom PUD; and

WHEREAS, the selection of the consultants, and the Consultant herein, were made after the completion of a process that complied with all provisions of Federal, State, and local laws concerning selection of professional services.

**NOW, THEREFORE**, for and in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Services.** The specific assignments for the Consultant will be identified from time to time by Whatcom PUD. The Consultant will prepare and submit to Whatcom PUD a proposed Work Order which shall include the proposed scope of services and fee estimate for the proposed assignment. If acceptable, Whatcom PUD will execute the Work Order for the specific assignment. The scope of Work Orders is hereinafter referred to as “Work”. Services of the Consultant shall conform with the standard of care applicable to professionals providing similar such services in the State of Washington. All Work Orders must be approved in writing and approved in advance by the Commission and/or General Manager of Whatcom PUD. The terms and conditions of this Agreement shall apply in all Work Orders approved by the Whatcom PUD, unless a Work Order contains terms and conditions different than those provided herein. Any Work Order and this Agreement shall be interpreted to give full meaning to all provisions. In the event that any provision of this Agreement is in conflict with any provision of an approved Work Order, the more specific shall control, and if a conflict still exists, then the Work Order shall control the specific conflicting provision

2. **Term.** The term of this Agreement shall commence on execution of this Agreement until all tasks associated with the scope of services herein, as may be amended, have been completed by Consultant or December 31, 2027, whichever is sooner, unless terminated earlier as provided herein.

2.1 Whatcom PUD may extend the term beyond the above date should tasks associated with the scope of services not yet be completed.

2.2 With agreement of the parties, the initial term may be extended for up to two additional one calendar year periods.

3. **Termination.** Whatcom PUD reserves the right to terminate this Agreement at any time by sending written notice of termination to the Consultant. The notice shall specify a termination date at least fourteen (14) calendar days after the date the notice is issued. The notice shall be effective upon the earlier of either actual receipt by the Consultant (whether by fax, mail, delivery or other method reasonably calculated to be received by the Consultant in a reasonably prompt manner) or three (3) calendar days after issuance of the notice. Upon the notice date, the Consultant shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for the Consultant's material breach, the Consultant shall be paid or reimbursed for: (a) all hours worked and eligible expenses incurred up to the notice date, less all payments previously made; and (b) those hours worked and eligible expenses incurred after the notice date, but prior to the termination date, that were reasonably necessary to terminate the Work in an orderly manner. The notice shall be sent by the United States Mail to the Consultant's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by hand delivery. In addition, the notice may also be sent by any other method reasonably believed to provide the Consultant actual notice in a timely manner, such as fax. Whatcom PUD does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, Whatcom PUD may deduct from the final payment due the Consultant (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other back charges or credits.

4. **Compensation and Payment.** Whatcom PUD shall pay the Consultant only for completed Work and for services actually rendered which are described in each Work Order. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work. The Consultant shall obtain the prior written approval of Whatcom PUD for any charges for additional services by the Consultant, the additional services of others retained by the Consultant, or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

4.1 The Consultant shall submit monthly statements, including project budget status and a narrative progress description of services rendered in a form and in such detail as requested by Whatcom PUD. Whatcom PUD shall make prompt monthly payments for work completed to the Whatcom PUD's satisfaction and billed before the first day of the month. Whatcom PUD shall review and consider for approval all bills submitted one week prior to a regularly scheduled meeting of Whatcom PUD Commissioners. After approval of the Consultant's statement of bill, Whatcom PUD shall forward the approval to the County Treasurer for payment in the normal course of events. In no event shall Whatcom PUD be charged interest on payments due under this Agreement. Whatcom PUD shall not be obligated to pay for services deemed unsatisfactory.

5. **Compliance with Laws.** All Federal, State and local laws applicable in the rendering of the services by the Consultant shall be complied with in all respects by the Consultant, as shall all rules and regulations of Whatcom PUD and any other governmental agency. The Consultant shall register, as required by RCW 23B.15.010, to do business in the State of Washington and provide proof of the same to Whatcom PUD.

6. **Project Management.** Whatcom PUD's designated representative may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, the Consultant shall immediately notify the designated representative in writing and take no further action concerning those written directions until such time as the parties have executed a written change order. No additional work shall be performed or charges incurred unless and until Whatcom PUD approves in writing the change order and the increased cost thereof. Any work done in violation of this paragraph shall be at the sole expense of the Consultant.

7. **Recordation of Documents Affecting Title.** Prior to the execution or recordation of any documents affecting title to any property, the said document shall be reviewed by Whatcom PUD. Whatcom PUD shall be responsible for all costs associated with such review.

8. **Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its subcontractors.

9. **Insurance.** Consultant shall procure and maintain during the term of this Agreement the following insurance:

a. Comprehensive general liability policy covering all claims for personal injury (including death) and/or property damage arising out of Consultant's services. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate unless Whatcom PUD approves in writing a lesser limit.

b. Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate unless Whatcom PUD approves in writing a lesser limit.

c. Workers Compensation Insurance as required by law.

9.1 The foregoing insurance policies shall name Whatcom PUD as an additional insured. Consultant shall provide two (2) certificates of insurance and, if requested, copies of any policy to Whatcom PUD. Receipt of such certificate or policy by Whatcom PUD does not constitute approval by Whatcom PUD of the terms of such policy. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) expressly provide that such

insurance may not be materially changed, amended or canceled with respect to Whatcom PUD except upon forty-five (45) days prior written notice from the insurance company to Whatcom PUD; (iii) contain an express waiver of any right of subrogation by the insurance company against Whatcom PUD and Whatcom PUD's elected officials, employees, or agents; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Whatcom PUD and Consultant.

9.2 If Consultant fails to procure and maintain the insurance described above, Whatcom PUD shall have the right, but not the obligation, to procure and maintain substitute insurance and to pay the premiums. Consultant shall pay to Whatcom PUD upon demand the full amount paid by Whatcom PUD, or Whatcom PUD may offset such premiums against amounts to be paid to Consultant.

10. **Indemnification.** Consultant shall indemnify and hold Whatcom PUD harmless from and against all costs and losses, and all claims, demands, suits, actions, payments and judgments, arising from personal injury or otherwise, brought or recovered against Whatcom PUD by reason of any negligent act or omission of Consultant, its directors, officers, agents or employees in the performance and execution of the Services hereunder, including any and all expenses, legal or otherwise, incurred by Whatcom PUD or its representatives in the defense of any claim or suit.

11. **Confidentiality.** Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement which Whatcom PUD requests to be kept confidential shall not be made available by the Consultant to any individual or organization without prior written approval of Whatcom PUD, except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement. No reports, records, questionnaires, software programs provided by Whatcom PUD or other documents produced in whole or in part by the Consultant under this contract shall be the subject of an application for copyright by or on behalf of the Consultant.

12. **Property of District.** All Plans, Reports, Documents, Photographs, Drawings, and Specifications that are generated by the Consultant for Whatcom PUD under this contract are and shall remain the property of Whatcom PUD whether the Project for which they are made is executed or not. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. The Consultant shall retain originals during the performance of the Services and reproducible copies shall be provided as requested by Whatcom PUD. Upon completion of the work, the originals of all Plans, Drawings and Specifications shall be delivered to Whatcom PUD.

13. **Electronic Transmission.** All electronically transmitted output must be compatible with existing District software and must be accompanied by at least one (1) copy of written reports. Consultant shall check with Whatcom PUD for software application and system compatibility.

14. **Contamination.** For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. Consultant will promptly notify Whatcom PUD of contamination conditions, if identified.

15. **No Employment Relation Created.** Consultant is an independent contractor, who will provide services to Whatcom PUD. The Parties are not “partners” and this Agreement does not create a partnership, joint venture relationship or an employer-employee relationship. The relationship between Whatcom PUD and the Consultant is not and shall not be construed to be an employment relationship under any circumstance, and shall be construed only to be an independent contractor relationship with Whatcom PUD.

16. **Industrial Insurance Act Defense Waiver.** The Consultant expressly waives any claim of defense against Whatcom PUD as may be provided by the Industrial Insurance Act, RCW 51.04.010 *et seq.* for any claim asserted by any person (or relative or estate thereof) for injury or death sustained during the course of the Contract work.

17. **Subconsultants.** Contractor shall notify Whatcom PUD in writing of all subconsultants hired or utilized by Consultant. At the time of project completion, the Consultant agrees to certify to Whatcom PUD that all subconsultants have been paid in full. Consultant shall be solely responsible for the performance of any sub-consultant. All such subconsultants shall possess all licenses and insurance as required by the laws of the State of Washington.

18. **Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam era veteran. The Consultant shall take affirmative action to ensure that the employees are treated during employment without regard to, their race, color, religion, sex, national origin, age, marital status, or being handicapped, or disadvantaged person, or disabled or Vietnam era veteran.

19. **Understanding of Agreement.** Each party acknowledges that such party has read this Agreement and understands its contents, that such party has had the opportunity to have this Agreement reviewed by an attorney of such party’s choice, and that such party either has consulted with an attorney or voluntarily has chosen not to consult with an attorney before signing this Agreement.

20. **Litigation/Arbitration.** In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and attorneys’ fees incurred by the other party, and in the event any judgment is secured by such prevailing party all such costs and attorneys’ fees of collection shall be included in any such judgment. In the event of any dispute arising between the parties to this Agreement, any such dispute shall be submitted to binding arbitration as provided herein. The parties shall select an independent and unbiased arbitrator who is not affiliated directly or indirectly with either party within ten (10) days after any party demands arbitration. If the parties fail to select or cannot

agree upon an arbitrator within this time, then they shall make application to the Superior Court of Whatcom County, pursuant to RCW 7.04 et seq., for an order appointing an arbitrator. Such application may be made at any time after the ten (10) day period has expired. Upon application to the court for an arbitrator, the Court shall select an arbitrator who shall render his/her decision no later than sixty (60) days after his/her appointment. If the arbitrator requests a hearing prior to rendering his/her decision, such hearing shall be held in Whatcom County, Washington within thirty (30) days of the arbitrator's appointment. The arbitrator's decision shall be binding on both parties. Each party shall bear its own expenses associated with the arbitration but shall share equally the costs of the arbitrator. RCW Chapter 7.04 and Rules 5.2 through 5.4 of the Mandatory Arbitration Rules for Superior Court ("MAR") shall govern the arbitration. In the event of any inconsistencies between the Binding Arbitration Clause, RCW Chapter 7.04, and MAR 5.2 through 5.4, the terms of the Binding Arbitration Clause shall take precedence over RCW Chapter 7.04 and MAR 5.2 through 5.4; and RCW Chapter 7.04 shall take precedence over MAR 5.2 through 5.

21. **Notices.** All notices, demands, requests, consents and approvals which may or are required to be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

District: Chris Heimgartner, General Manager  
Public Utility District No. 1 of Whatcom County  
P.O. Box 2308  
1705 Trigg Road  
Ferndale, WA 98248

Consultant: Joel Shapiro  
Digital Boundary Group  
13760 Noel Rd, Suite 370  
Dallas, Texas 75240

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

22. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

23. **Waiver.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided herein, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement,

term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

24. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

25. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

27. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

28. **Governing Law.** This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington.

29. **Time of Performance.** Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

30. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof. The Consultant specifically understands that no District employees other than the project manager or his/her supervisors are authorized to direct the work of the Consultant and/or amend this Agreement.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement.

**DISTRICT:**

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY

By: \_\_\_\_\_

Title: General Manager

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

**CONSULTANT:**

Digital Boundary Group

By: \_\_\_\_\_

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

Firm's EIN: \_\_\_\_\_

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

PUBLIC UTILITY DISTRICT NO. 1  
*of Whatcom County*

1705 Trigg Road • Ferndale, WA 98248  
P: (360) 384-4288 • F: (360) 384-4849

# Memo

**To:** Commissioners Arnett, Deshmane, and Ury  
**From:** Garrett Love-Smith – Engineering Manager  
**Date:** April 8<sup>th</sup>, 2025  
**Re:** Approve Work Order No.5 with Complete Design Inc for Engineering Services Related to the District's Plant 2 Water Basin Enclosures

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**Requested Action:** APPROVE WORK ORDER NO.5 WITH COMPLETE DESIGN INC FOR ENGINEERING SERVICES FOR A COST NOT TO EXCEED AMOUNT OF \$125,214.30 AND AUTHORIZE THE DISTRICT'S GENERAL MANAGER TO EXECUTE THE WORK ORDER

**Background:** The District rebuilt Plant 2 in 2012, during that time it was requested by operational staff that a basin enclosure be built around the current water basins to help mitigate problems that arise during the winter season with freezing temperatures. Due to the budget constraints with the overall Plant 2 Rebuild project these basins were never included in the last improvements to Plant 2. This has been an ongoing request each year from the District's operational staff as without them it is a safety risk of staff working in extreme environmental conditions.

In 2024 District meet with several designers of a fabric base coverage system that could be beneficial in the enclosures of the existing water basins. Upon reviewing a multitude of plans and systems that would be needed best suit the needs of the District it was then submitted to CDI for a request in final design.

The District has requested that CDI finalize plans and design to bid stage to mitigate the current safety concerns with the open basins while keeping the overall operations of the basins running seamlessly as possible.

**Work Order No.5:**

Work Order No.5 covers CDI's Scope of Services related to design, permitting, bidding, and construction services associated with Plant 2 Water Basin Enclosures

**Fiscal Impact:** Approval of Work Order 5 with CDI will have no fiscal impact on the District's approved 2025 Annual Budget as it has been accounted for within RW-98

**Recommended Action:** APPROVE WORK ORDER NO.5 WITH COMPLETE DESIGN INC FOR ENGINEERING SERVICES FOR A COST NOT TO EXCEED AMOUNT OF **\$125,214.30** AND AUTHORIZE THE DISTRICT'S GENERAL MANAGER TO EXECUTE THE WORK ORDER

**WORK ORDER NO. CDI250405**

**PER ENGINEERING SERVICES AGREEMENT BETWEEN  
PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY  
AND  
COMPLETE DESIGN, INC.  
FOR**

**RW- 98 Plant 2 Basin Enclosures**

**BACKGROUND:**

Public Utility District No. 1 of Whatcom County (“Whatcom PUD”) has an Agreement for Professional Surveying and Engineering Services (“Agreement”) Complete Design, Inc. (“Consultant”). Whatcom PUD and Consultant agree that this Work Order No. CDI250405 and the tasks authorized to be completed hereunder are to be performed consistent with the terms and conditions of the Agreement.

Whatcom PUD in consultation with Consultant has developed the following scope of work tasks to be provided as requested and authorized by Whatcom PUD.

**SCOPE OF SERVICES:**

**Geotechnical:** GeoEngineers will act as a subconsultant to Complete Design and will perform onsite soil inspections and analyze and incorporate the results into the proposed foundation and structural design.

**Survey:** PowerTek Surveying will act as a subconsultant to Complete Design and will perform a site survey in order to locate and catalog existing utilities, topography, and other aspects essential to design.

**Mechanical:** KWR Mechanical Consulting & Design will act as a subconsultant to Complete Design and will provide engineering design and calculations for the HVAC system.

**Electrical:** Schira Consulting will act as a subconsultant to Complete Design and provide engineering design concerning luminaires, conduit routing, and the relocation of existing electrical utilities.

**Structural/Foundation:** Clearspan Structures will act as a subconsultant to Complete Design and provide engineering design, bid specs, and permitting support as it relates to the foundation and structural design.

**Civil Engineering/Permitting/Bid Support:** Complete Design will provide final engineering design for associated improvements including stormwater and site grading and will work with our in-house architectural group to specify a garage door as requested. In addition any applicable permitting, agency coordination, bid specifications and bid document support will be compiled from any subconsultants and all additional items completed by the Complete Design team. Regular design updates and PUD coordination will be scheduled with the Water Department and/or Engineering manager.

The Scope of Services described herein for this Work Order No CDI250405 is to be considered consistent with and the same as the Consultant's proposed scope of services identified in Consultant's letter dated March 19<sup>th</sup> 2025.

**TASKS:**

- Gather applicable site data - geotechnical evaluation, wetland delineation and site survey.
- Finalize engineering design, permitting, and bid documents.
- (Optional) Potentially provide construction support as needed.

**DELIVERABLES:**

Consultant shall provide Whatcom PUD the following work products:

1. Approved final engineering design
2. Necessary permitting
3. Bid specs/bid support
4. As-built documents and associated CAD drawings

**FEE FOR SERVICES:**

Total compensation for services and related expenses provided under Work Order No. CDI250405 shall not exceed **One Hundred and Twenty Five Thousand Two Hundred and Fourteen Dollars and Thirty Cents (\$125,214.30)**, without prior written authorization of Whatcom PUD and approval by Whatcom PUD General Manager or Commission.

Labor hours will be billed according to Engineer's current Schedule of Charges (2025 Fee Schedule).

**SCHEDULE:**

The services to be provided shall commence upon approval of Work Order No. CDI250405 and Whatcom PUD's authorization to proceed, via mail or e-mail. The Scope of Services shall be completed and the Deliverables provided no later than August 15, 2025.

**SIGNATORIES TO WORK ORDER No. CDI250405**

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

**COMELETE  
DESIGN, INC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Sam Adams

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

Title: Project Manager

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

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