

**EXH. JPH-17C  
DOCKETS UE-240004/UG-240005  
2024 PSE GENERAL RATE CASE  
WITNESS: JAMES P. HOGAN**

**BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,**

**Complainant,**

**v.**

**PUGET SOUND ENERGY,**

**Respondent.**

**Docket UE-240004  
Docket UG-240005**

**SIXTEENTH EXHIBIT (CONFIDENTIAL) TO THE  
PREFILED DIRECT TESTIMONY OF**

**JAMES P. HOGAN**

**ON BEHALF OF PUGET SOUND ENERGY**

**REDACTED VERSION**

**FEBRUARY 15, 2024**



**STATEMENT OF WORK  
No. CW2281708**

This Statement of Work No. CW2281708 (“SOW”) adopts and incorporates by reference the terms and conditions of the Master Contract for Construction No. CW2281708 dated December 29, 2023, (“MSA” or “Agreement”), as it may be amended from time to time, between **Puget Sound Energy, Inc.** (“PSE”) and **J.F. Brennan Company, Inc.** (“Supplier” or “Contractor” or “Brennan”, and together with PSE, “Parties”). This SOW is effective as of the date of the last signature below (“Effective Date”) and will remain in effect until: November 30, 2025; the date the Services (as specified herein) are completed (and accepted, if applicable); or the date earlier terminated in accordance with the MSA.

Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the MSA. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

**Additional Documentation**

- Preliminary Schedule
- UBK Specification
- Site Safety Plan Template
- PSE Contractor Safety Questionnaire Signed

**1 PROJECT DESCRIPTION**

**1.1 Scope**

**1.1.1 Supplier will perform the following Services:**

- i. The supplier will procure and provide all materials, equipment, transportation, services, subcontractors, and management of subcontractors, to remove the rock/rubble and construct the buttress. Construction shall include but not be limited to cofferdam design, fabrication and installation, site access and restoration, dewatering, environmental controls, rock removal, safety high scaling, processing, and stockpiling, work platform design and construction, drain pipe installation, drilling of drain holes, installing rock anchors (dowels), concrete placement and testing, cavidrain installation, access gallery ladder, railing, and appurtenances, site cleanup, and cover all items required in the drawings and specifications.
- ii. The supplier will be responsible for developing all submittals as described in the attached specifications including but not limited to baseline schedule and updates, work plans, construction site plans, submittal register, quality control plan, environmental protection plan, inspection and testing reports, cofferdam design plans and specifications, work platform design, operation and maintenance manuals, As-built drawings (hard copy and CAD), Record Drawings (PDF and CAD), O&M manuals, and warranty info. The supplier will also assist in the development of the Temporary Construction Emergency Action Plan (TCEAP). Assist in the development of Drilling Program Plan (DPP) for FERC approval, and any additional items that need to be submitted to FERC.

- iii. The supplier shall use commercial construction management software for submittals, work plans, RFIs, reports, construction photos, etc. for the duration of the project and provide PSE Team members login access. A digital copy of the construction management files shall be provided to PSE at the completion of the project.
- iv. The supplier shall provide sufficient temporary facilities to support the supplier's means and methods of construction, including all laydown areas, access, temporary power/generators, office space, and storage. All facilities will need to be secure and meet local requirements.
- v. The supplier shall provide sufficient project staffing of project manager, construction manager, superintendents, field engineers, quality control representatives, schedulers, cost control manager, inspectors, and clerical and accounting personnel to meet the requirements of the project. PSE shall approve the identified staff and the associated staffing plan.
- vi. The supplier shall coordinate with PSE and other contractors that may be working in the vicinity. At critical times, PSE delivers fish to the hatchery and contractor operations must allow access routes as needed and yield to fish truck deliveries. Additionally an open access route to the powerhouse shall be maintained at all times.
- vii. The supplier shall provide cost control and change management, quality control, and schedule control.
- viii. The supplier shall provide project reporting consisting of weekly progress meetings with the PSE Team and other required project meetings and shall maintain electronic copies of notes. The supplier shall be required to conduct occasional construction site tours for senior PSE executive, federal regulatory officials, and other dignitaries.
- ix. The supplier shall provide commissioning at the completion of construction to ensure that the project has been completed to the standards and qualities specified.
- x. The supplier shall be responsible for compliance with permitting requirements including monitoring and reporting, and to develop detailed plans for the protection of the environment.
- xi. The supplier shall provide all final documents, reports, construction photos, drawings (hardcopy, CAD, and PDF), product data, O&M manuals, SOPs, and warranty documentation. The contractor shall perform all final testing and provide reports.
- xii. The work platform shown on the drawings shall be designed and constructed by the supplier. The work platform will be a permanent feature with anticipated life of 50+ years. Elevation and minimum dimensions are shown on drawings. Design shall be submitted and approved by PSE.
- xiii. The cofferdam shall be designed, fabricated, and installed by the contractor. The design plans, calculations, and specifications shall be submitted to PSE for review and approval and PSE will submit to FERC for approval.
- xiv. Deliver the Deliverables as set forth in Section 2.

For purposes of clarity, if a particular action, function, or responsibility is not specifically described herein, but is reasonably required for the proper performance and provision by Supplier or is an inherent part of or a necessary sub-task included within the Services, such action, function, or responsibility will be considered to be a part of the Services hereunder.

1.1.2 PSE will be responsible for the following activities:

- i. Permits for construction onsite at the Upper Baker Dam facility, such as building and grading. Supplier will be responsible for all haul and transportation permits.
- ii. Water Quality inspections and reporting.
- iii. Provide available reference material, design drawings (CAD and PDF) and other relevant materials requested by the Contractor that PSE has access to.

The Services schedule (e.g., Deliverable/milestone due dates) and specifications for Services and/or Deliverables will be as identified herein or as otherwise mutually agreed and documented during the term of the SOW.

## 1.2 Location

Services will be performed at PSE's Upper Baker Dam facility near Concrete, Washington.

Remote access to PSE's systems **is not** required. Any access to PSE's facilities and/or systems will be in compliance with the MSA (including the Information Security Requirements Addendum, if applicable) and PSE's then-current security policies and procedures.

## 1.3 Services Term

Services are estimated to begin on January 10, 2024 and estimated to complete by October 31, 2025

## 1.4 Assumptions

The following assumptions were used in the development of this SOW:

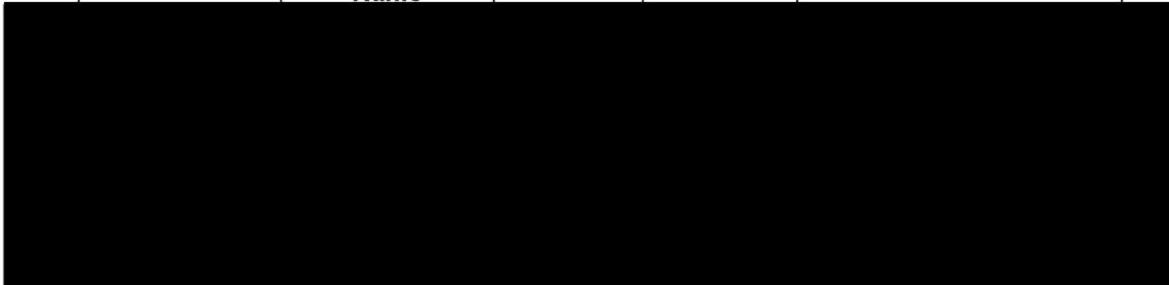
- i. Weather conditions allowing construction to be completed in accordance with the schedule.
- ii. All required permits and federal approvals are provided in a timely manner.
- iii. Contractor will perform Work during general work schedule: 6 workdays, Monday–Saturday, 10 HR shifts and no holiday work.
- iv. Contractor will perform drilling, anchor installation, and concrete placement work schedule: 6 workdays, Monday–Saturday, 12 HR shifts and no holiday work
- v. Contractor will perform work in flow conditions conducive to marine construction; high flows present safety and efficiency challenges in which we cannot work. Brennan reserves the right to determine factors constituting safe working conditions including, but not limited to, ice floes or flood-stage emergency releases.
- vi. If civil construction work is required in 2025, no additional mobilization charges will be billed to the PSE.
- vii. Cost includes rock scaling performance for additional mobilization in the following year, 2025. If it is required, then it will be at additional cost to the owner as per pricing table line item 1.6.
- viii. Contractor work schedule accounts no loud equipment operations until 2 HR after sunrise during the Mamu nesting season (April 1st – September 5th). Loud equipment includes debris removal hoe ram, concrete fill pump trucks, drilling equipment, and rock crushing equipment.
- ix. Cost includes dredging of loose rock fall debris only down to excavation limits of elevation 425 FT. Our proposed cost does not include breaking and dredging of channel bedrock bottom even if the bedrock bottom is in the excavation limits.

- x. Contractor assumes low water elevation will not be less than 428 FT during dredging works.
- xi. Truck mixed concrete assumed to be permitted, water will be added to the mix in the truck at the batch plant before leaving for the jobsite.
- xii. Cost for 4,000 PSI Ready-Mix concrete assumes Type 1L cement will be approved by PSE in lieu of Type II cement, as the specified Type II cement is no longer available in the market due to environmental regulations.
- xiii. Contractor assumes receiving 30 to 55 truckloads of concrete during a typical concrete lift placement day.
- xiv. Cost includes procurement and delivery of 4,000 PSI Ready-Mix concrete above 5,050 cubic yards. If additional concrete is required for the new concrete buttress beyond 5,050 cubic yards, PSE will be charged for an additional cost of approximately \$192.00 per cubic yard as per pricing table line item 1.4.
- xv. Drain holes will be drilled utilizing a wireline, triple-tube core drill. If a change in the drilling method is required due to a change in conditions, this will be at additional cost to PSE as it will require additional mobilization and demobilization of equipment.
- xvi. Rock in existing sluiceway area is competent enough to conduct drilling operations.
- xvii. Cost includes one water test per production anchor hole. Additional water testing, re-drilling, and re-grouting will be compensated by PSE using respective pricing table line-item numbers 1.7, 1.8, and 1.9 unit costs.
- xviii. Cost does not include performing acoustic or optical televising on production anchor holes.
- xix. Cost includes dumping the crushed rock in access road ditches within the project site's designated or adjacent temporary staging areas. This cost is included in line item 3 of the pricing table. PSE will be responsible for performing ditch fill placement.
- xx. Brennan and our drilling subcontractor will assist PSE in compiling a drilling program plan FERC submittal.

**1.5 Supplier Personnel**

1.5.1 All of the following key personnel assigned to this SOW by Supplier will remain working under the SOW throughout its term (for as long as they remain employed by Supplier).

Role	Key Personnel Name	Office #	Mobile #	e-mail
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The following resources are key individuals: Project Manager, Construction Manager, and Construction Superintendent. Replacement of any of the key individuals shall be approved by Puget Sound Energy and replacement candidates shall be as qualified or better qualified as the original team member.

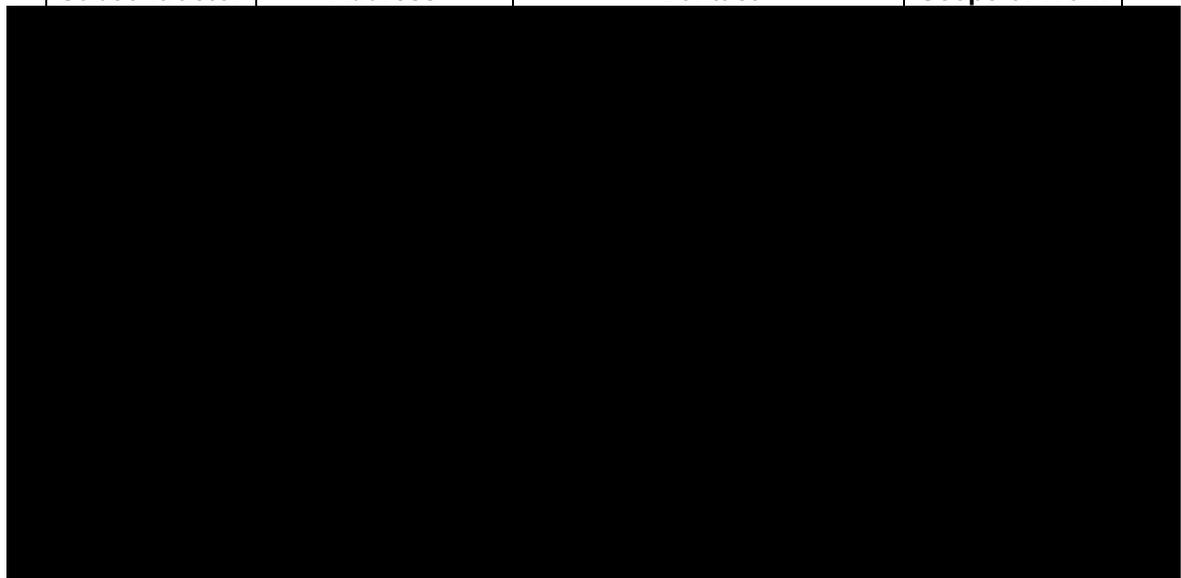
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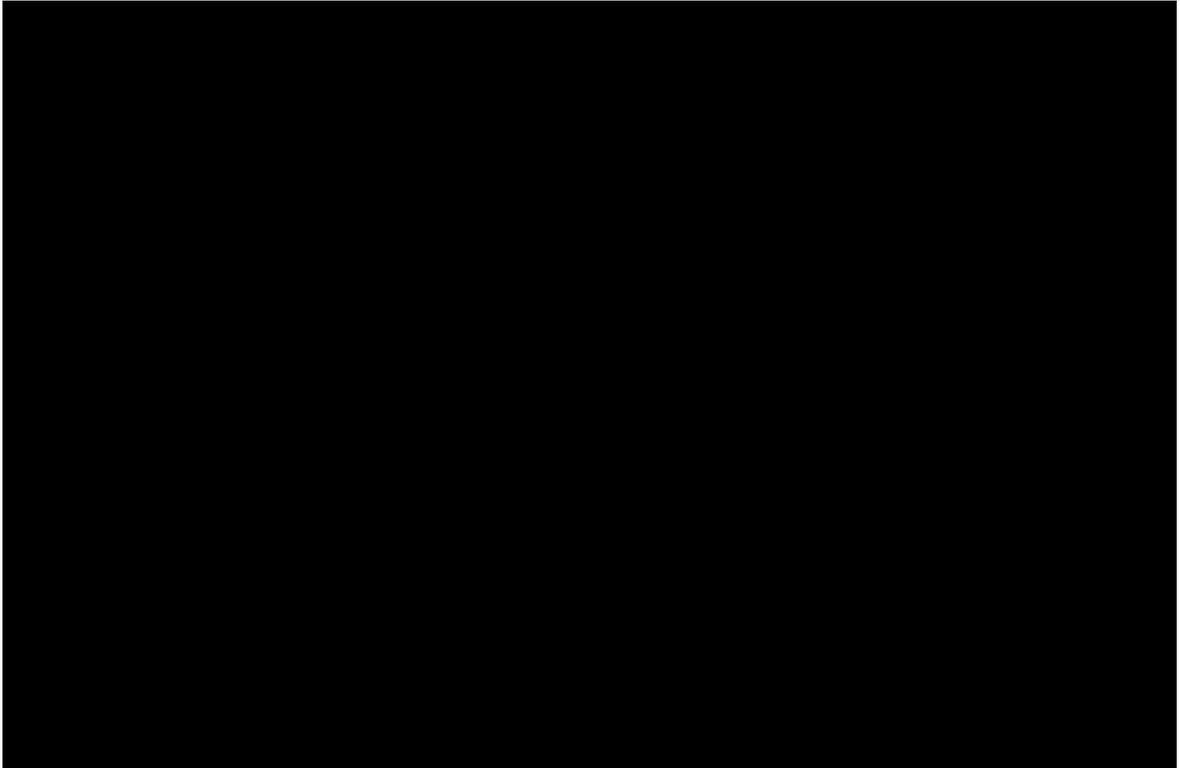
The following describes the qualifications and responsibilities of each role named above:

- i. **Project Manager** – Responsible for the overall management of the project scope, schedule, and budget for the Contractor. Ensures customer satisfaction. Has full authority to act on behalf of the Contractor. All personnel and subcontractors involved in the project report directly or indirectly to the Project Manager.
  - o Minimum of 10 years of experience in project management managing a project of similar scope and size.
  - o With a minimum of 5 projects that include project management during construction phase.
- ii. **Construction Manager** – Responsible for the overall management of construction, develops and maintains Quality Control Plan. Responsible for construction management processes, safety, submittals, plans, subcontractor management, quality control, scheduling, and construction planning. The Construction Manager shall be on site throughout the project. On-site primary point of contact during construction. All personnel and subcontractors involved in field operations report directly or indirectly to the Construction Manager.
  - o Minimum of 3 years of experience onsite construction management on projects of similar scope and size.
  - o Minimum of 8 years of experience in construction management, Quality Control, Scheduling, or Quality Assurance.
- ii. **Construction Superintendent** – Responsible for daily construction tasks and compliance with construction quality and safety. Superintendent manages and oversees construction operations, superintendents and foremen, equipment coordination, safety, and quality control. The Construction Superintendent shall be on site throughout the project.
  - o Minimum of 3 years of experience as a superintendent on construction projects of similar scope and size.

1.5.2 The following are approved Subcontractors as permitted under the MSA:

Subcontractor	Address	Contact	Scope of Work
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- 1.5.3 Resources **will not** require access to NERC-CIP cyber systems and/or related BES Cyber System Information (“BCSI”).

## 2 **DELIVERABLES**

### 2.1 **Deliverables; Milestones**

In connection with the Services specified herein, Supplier will provide the following Deliverables:

- i. All submittals and closeout documents in the attached specifications and any additional submittals required by FERC for construction, such as TCEAP, DPP, etc. The work platform and cofferdam design documents shall be submitted to PSE for review and approval. The cofferdam shall also be submitted to FERC through PSE for review and approval.
- ii. Complete constructed buttress with anchors, drains, pipe, and all appurtenances and removal of rock/rubble from the channel as described in the attached drawings, specifications, and bidder questions and responses.
- iii. Concept and final design of work platform for PSE approval and construction of work platform. Work platform As-builts are required.

Deliverables completed in the same time period or for the same phase may be grouped into “Milestones” for purposes of Deliverable Acceptance and invoicing.

## 2.2 Deliverable Acceptance Process

Deliverables will be reviewed or approved by PSE in accordance with the following process:

- 2.2.1 Supplier will submit a completed Deliverable or Milestone to the PSE Contact identified herein (unless otherwise identified by PSE). The PSE Team will conduct a review to determine the Deliverables' conformance with the specifications. Upon completion of review, the PSE Contact will accept or reject.
- 2.2.2 If a Deliverable is neither accepted nor rejected within twenty (20) business days, the Deliverable will be deemed to have been accepted by PSE without change or comment. PSE may also request an extension to the acceptance period, which will not be unreasonably withheld.
- 2.2.3 If PSE rejects a Deliverable, PSE will provide Supplier with a written description of the reason for rejection. If the identified discrepancies are mutually agreed to be within the specifications, Supplier will rework the Deliverable at its sole cost as necessary to achieve its conformance with the specifications. If the discrepancies are mutually agreed to be outside the specifications, PSE either will accept the Deliverable as-is or request a Change Order (defined below). If the Parties cannot come to an agreement regarding the discrepancies, the issue will be elevated to their respective management teams to discuss the Deliverable and SOW specifications in detail and in good faith.

## 3 PRICING

### 3.1 Pricing Tables

The table below includes all costs to be paid by PSE in connection with the performance of the Services. All costs are based on the scope and assumptions included in this SOW. The grand total amount shown below will not be exceeded except as specified below in "Project Management".

#### 3.1.1 Time & Materials Table

Line Item	Description	Unit of Measure	Quantity	Rate	Extended (Hours x Rate)
1.1	PSE Directed Standby Time	HR	20		
1.2	PSE Directed Demobe for Emergency (Flood Events)	EA	1		
1.3	Dredge and Process Rock above 3,600 CY and up to 4,000 CY	CY	400		
1.4	Concrete above 5,050 CY and up to 5,500 CY	CY	450		
1.5	Dump processed rock in ditches (1,600 CY)	LS	1		
1.6	Rock scaling in second year	LS	1		

**Shaded information is designated as  
CONFIDENTIAL per WAC 480-07-160  
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1.7	Linear feet of re-drilling (with maximum of 12x48x2)	FT	1152	
1.8	Volume of grout (2x48EAx2CF)	CF	192	
1.9	Additional water testing (48x2 EA)	EA	96	
2.1	PSE Directed Standby Time during drilling and rock anchors installation works	HR	20	
			<b>Subtotal - Time and Materials</b>	

Time & Materials costs to be invoiced within 30 days after the end of each calendar month for any amounts payable for Services rendered during such month.

3.1.2 Fixed Fee Table

If applicable, all Deliverables within a Milestone must be listed individually below, with pricing shown per Deliverable, and total cost per Milestone.

Line Item	Description	Price
7.1	Mobilization	
7.2	Baker River Access Barge Boat Crane Material Handling	
7.3	Dredge and Process Rock Fall Debris (3600 Cubic Yards)	
7.4	High Scaling	
7.5	Buttress	
7.6	Drilling and Installation of Untensioned Rock Anchors (has water pressure test)	
7.7	Drilling Buttress Drain Holes	
7.8	Demolition, Site Restoration and Vegetation	
7.9	Demobilization	
7.10	Project Closeout	
<b>Subtotal – Fixed Fee</b>		

Fixed fees to be invoiced within 30 days of PSE's written acceptance of the applicable Deliverable or of all Deliverables within a Milestone.

Subtotal - Time and Materials	
Subtotal – Fixed Fee	
<b>Grand Total (Not to Exceed)</b>	

### **3.2 Payment Terms; Invoicing**

3.2.1 Payment terms will be as specified in the MSA.

3.2.2 Invoices will be submitted as follows:

- i. if Supplier has established an Ariba trade relationship with PSE, Supplier will submit an electronic invoice and any other supporting documentation via the Ariba Network eProcurement portal (for the avoidance of doubt, Supplier may not charge PSE for Ariba membership or transaction fees); **or**
- ii. if Supplier is not yet enabled to transact with PSE in Ariba, Supplier will email the invoice referencing this SOW number to the PSE Contact identified below.

### **3.3 Expenses:**

No Supplier expenses are authorized under this SOW.

## **4 PROJECT MANAGEMENT**

### **4.1 Criteria for Change**

The following identifies the criteria for a change request:

- 4.1.1 If the time period for performance of Services or if the requirements for Deliverables exceed those stated herein; or
- 4.1.2 A deviation of any item listed in the "Assumptions" section.

### **4.2 Project Change Management Procedure**

In the event a change is identified that affects the scope, timeline, or cost of the Services or Deliverable(s), Supplier will determine, at its expense, any schedule and cost adjustments and submit a change request to the PSE Project Contact for review. Approved changes will be executed by the Parties as a "Change Order" to this SOW. No performance against the modified scope can take place prior to the execution of the applicable Change Order.

### **4.3 Communication; Engagement**

- 4.3.1 Supplier will provide prompt notice of any risk or issue that has the potential to jeopardize the SOW's success, and will participate as appropriate and requested in actions to mitigate the risk.
- 4.3.2 Supplier will perform cooperatively with any and all PSE resources and/or third parties with respect to the SOW.
- 4.3.3 Supplier will track status of all SOW documentation including the Project Plan and Change Order/Deliverable approval process and status.

## **5 CONTACT INFORMATION**

<b>PSE Project/Notices Contact:</b> Name: [REDACTED] [REDACTED]	<b>Supplier Project/Notices Contact:</b> Name: [REDACTED] [REDACTED]
<b>PSE Invoice Contact:</b> (if different from above): Name: Role: Office: Mobile Phone: Email:	

Notices related to this SOW will be sent to the contacts shown above, with a copy to the Parties' legal notices contact if applicable. Either party may modify the contacts shown above by providing written notice to the other party (where email will suffice).

--Signature Page Follows--

**6 AUTHORIZATION**

Intending to be legally bound, PSE and Supplier have caused their duly authorized representatives to execute this Statement of Work in the space provided below.

**PSE/Accepted and Agreed:  
Puget Sound Energy, Inc.**

[Redacted Signature]

Printed Name: \_\_\_\_\_  
Title: Sr Procurement Contract Mgr.  
Date: 01/19/2024

**Supplier/Accepted and Agreed:  
J.F. Brennan Company, Inc.**

[Redacted Signature]

Printed Name: \_\_\_\_\_  
Title: CFO  
Date: 01/19/2024