

TECHNICAL SPECIFICATIONS



**Fiber Optic Campus to WTP:
BNSF RR Crossing**

Project #19390

ISSUED FOR BIDDING

July 9, 2024

DISTRICT OFFICE

1415 Freeway Drive
Mount Vernon, WA 98273
(360) 424-7104 -- Telephone
(360) 424-8764 -- Facsimile

DISTRICT OFFICIALS

Commission

Joe Lindquist, President
Andrew Miller, Vice-President
Corrin Hamburg, Secretary

General Manager

George Sidhu, P.E.

Engineering Manager

Mark C. Handzlik, P.E.

Operations Manager

Mike Fox

**SECTION 00 01 05
CERTIFICATIONS PAGE**

FIBER OPTIC CAMPUS TO WTP: BNSF RR CROSSING

These specifications and design drawings for the **Fiber Optic Campus to WTP: BNSF RR Crossing Project** have been prepared under the direction of the following Registered Professional Engineers.



07/01/2024

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SECTION 00 11 13
INVITATION TO BID

INVITATION TO BID

Notice is hereby given that Public Utility District No. 1 of Skagit County (Skagit PUD) will receive sealed Bids for the **Fiber Optic Campus to WTP: BNSF RR Crossing Project**. Each bid shall be placed in a sealed envelope and shall be mailed or delivered to Skagit PUD's office, Attention: Catherine Price, Contract Coordinator, 1415 Freeway Drive, Mount Vernon, Washington 98273, to arrive no later than 10:30 AM, July 30, 2024. All complete bids will be opened and read immediately following.

Fiber Optic Campus to WTP: BNSF RR Crossing Project

Installation of approximately 167.5 linear feet of 2-inch HDPE fiber optic conduit by horizontal direction drill under the BNSF railroad crossing on Riverside Drive in Mount Vernon, Washington. Work includes pre-drilling geotechnical exploration boring and traffic control along with incidentals and appurtenances in estimated quantities identified in the Bid Proposal.

A Pre-Bid Meeting will be held at 10:00 AM on July 23, 2024 in the Aqua Room of Skagit PUD's Mount Vernon office complex at 1415 Freeway Drive, Mount Vernon, Washington.

An unofficial bid set can be viewed at Skagit PUD's office located at 1415 Freeway Drive, Mount Vernon, Washington 98273, or on PUD's website www.SkagitPUD.org. Construction plans, specifications, addenda, and plan holders list for this project can be viewed or purchased on-line through Builders Exchange of Washington, Inc., at <http://www/bxwa.com>; 2607 Wetmore Avenue, Everett, WA 98201-2929, (425) 258-1303, Fax (425) 259-3832. Click on: "bxwa.com"; "Posted Projects"; "Public Works", "PUD #1 of Skagit County" and "Projects Bidding". (Note: Bidders are encouraged to "Register as a Bidder" in order to receive automatic e-mail notification of future addenda and to be placed on the "Bidders List". This service is provided free of charge to Prime Bidders, Subcontractors and Vendors bidding this project. Contact Builders Exchange of Washington at (425) 258-1303, should you require further assistance). Contract documents will be available on or after July 09, 2024.

Point of Contact: Catherine Price, Contract Coordinator

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY

Kevin Tate

Kevin Tate, Acting General Manager

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.1 GENERAL

The Fiber Optic Campus to WTP: BNSF RR Crossing Project consists of the following:

Installation of approximately 167.5 linear feet of 2-inch HDPE fiber optic conduit by horizontal direction drill under the BNSF railroad crossing on Riverside Drive in Mount Vernon, Washington. Work includes pre-drilling geotechnical exploration boring and traffic control along with incidentals and appurtenances in estimated quantities identified in the Bid Proposal.

An unofficial bid set can be viewed at Skagit PUD's office located at 1415 Freeway Drive, Mount Vernon, Washington 98273, or on PUD's website www.SkagitPUD.org. Construction plans, specifications, addenda, and planholders list for this project can be viewed or purchased on-line through Builders Exchange of Washington, Inc., at <http://www/bxwa.com>; 2607 Wetmore Avenue, Everett, WA 98201-2929, (425) 258-1303, Fax (425) 259-3832. Click on: "bxwa.com"; "Posted Projects"; "Public Works", "PUD #1 of Skagit County" and "Projects Bidding". (*Note: Bidders are encouraged to "Register as a Bidder" in order to receive automatic e-mail notification of future addenda and to be placed on the "Bidders List". This service is provided free of charge to Prime Bidders, Subcontractors and Vendors bidding this project. Contact Builders Exchange of Washington at (425) 258-1303, should you require further assistance.*) Addenda will be sent out to those who "Register as a Bidder" on Builders Exchange of Washington, Inc., at <http://www/bxwa.com>. Contract documents will be available on or after July 09, 2024.

Skagit PUD is an equal opportunity employer. Procurement and contracts are administered without discrimination based on race, color, sex, or national origin. Disadvantaged Business Enterprises have an equal opportunity to compete for and participate in the performance of all agreements, contracts, and subcontracts awarded by Skagit PUD or its contractors, and are encouraged to submit.

Construction plans, specifications, and contract documents may be viewed at Skagit PUD's office located at 1415 Freeway Drive, Mount Vernon, Washington 98273.

2.1 LOCATION

The location for the project is:

The BNSF Railroad Crossing at the intersection of Alder Lane and Riverside Drive in Mount Vernon, Skagit County, Washington.

3.1 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

Bidders shall satisfy themselves as to construction conditions by personal examination of the Plans, Specifications, other Bid Documents, and from attendance at applicable Pre-Bid Meetings. Bidders shall carefully correlate their observations with the requirements of the Contract Documents and shall otherwise satisfy themselves regarding the expense and difficulties associated with performing the Work and shall fully account for it in their bids. The submission of a bid shall constitute a representation of compliance by the Bidder with this requirement.

3.2 BID DOCUMENTS

The Bid Documents for the Project include the following:

1. Project Manual including general and technical specifications and addenda issued through bidding.

2. Washington State Department of Transportation Standard Specifications.
3. Contract Drawings.
4. Skagit PUD Design Standards and Details.

4.1 BIDS

The project will be awarded based on the lowest responsive responsible Bidder.

Bids shall be made on the forms included herewith and shall be addressed to the Public Utility District No. 1 of Skagit County, 1415 Freeway Drive, Mount Vernon, Washington 98273. Each Bid shall be placed in a sealed envelope and shall be mailed or delivered to the Public Utility District No. 1 of Skagit County, to arrive no later than 10:30 AM on July 30, 2024. All complete Bids will be opened and publicly read aloud immediately following. No Bid may be withdrawn after the time set for the Bid opening or before award and execution of the contract unless the Owner does not award the contract within sixty (60) calendar days after the opening of Bids.

5.1 BID DEPOSIT

As a guarantee of good faith and as required by law, each Bid shall be accompanied by a Bid Deposit in the form of certified check, cashier's check, postal money order, or surety bond payable to the order of the "Public Utility District No. 1 of Skagit County" for an amount not less than 5 percent of the total amount of the Bid, including all potential additions and alternatives, but not including sales tax. The Bid Deposits of the three lowest Bidders will be retained until the Contract between the successful Bidder and the Owner have been entered into and a Performance and Payment Bond in an amount of one hundred percent (100%) of the contract price has been filed as required under these Contract Documents. The Bid Deposits of each other Bidder will be returned as soon as it is determined that they are not one of the three lowest Bidders.

6.1 EVALUATION OF BIDS AND AWARD OF CONTRACT

The Owner will award the Bid to the lowest responsive, responsible Bidder based on the Total Bid Amount as stated on the Bid Proposal Form. In the case of a conflict between the Total Bid Amount as stated numerically and as stated in words, the words shall take precedence.

In the case of a conflict between the quantity, unit price and unit price extension for a given bid item, the Owner will make adjustments to the unit price extensions based on the unit price. If the Bidder does not provide a unit price or a unit price extension for every bid item, the bid will be considered non-responsive.

The right is reserved by the Owner to waive any and all informality in the Bids, to reject any or all Bids, including nonresponsive, unbalanced, or conditional bids, to reject any or all schedules, to re-advertise for new Bids, or to otherwise carry out the Work. The Owner reserves the right to reject any bid that is materially unbalanced to the Owner's potential detriment. The Owner further reserves the right to delete portions of the Work.

Bids which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Bid Form, or which are not in conformity with the law or these Instructions, may be rejected as non-responsive.

6.2 RESPONSIBILITY CRITERIA

Before the Owner awards the contract, state law is used to determine that responsible contractors and subcontractors perform the work. Bidder responsibility is determined by the Bidder successfully demonstrating its ability to satisfy the mandatory responsibility criteria and any project specific criteria established by the Owner.

To comply with the responsibility criteria for this bid, a Bidder must provide sufficient information as required. If the Bidder fails to provide the requested information within the time and manner specified in these bid documents, the Owner reserves the option to determine responsibility upon any available information related to any supplemental criteria and/or may find the Bidder not responsible. If the lowest Bidder is found not responsible, the Owner reserves the right to award to the next low Bidder without re-advertising or rebidding the project.

6.3 MANDATORY RESPONSIBILITY CRITERIA

It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following Bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
2. Have a current Washington Unified Business Identifier (UBI) number.
3. If applicable, have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW.
4. Have a Washington Employment Security Department number, as required in Title 50 RCW.
5. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
7. Until December 31, 2013, not violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
8. For public works projects subject to the apprenticeship utilization requirements of RCW 3.0.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.
9. Prior to the award date, the Contractor shall produce evidence of having received by the Department of Labor & Industries training on prevailing wage and public works requirements or are exempt under RCW 39.04.350.

6.4 SUBCONTRACTOR RESPONSIBILITY CRITERIA

Before award, the Bidder shall verify responsibility criteria for each first-tier subcontractor the Contractor hires and a subcontractor of any tier subcontractor that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall occur at the time of subcontract execution and shall include that each subcontractor meets the responsibility criteria listed in Section 6.03 and possesses an electrical contractor license (if required by RCW Chapter 19.28) or an elevator contractor license (if required by RCW Chapter 70.87). These verification requirements, as well as the responsibility criteria, shall be included in each of the Contractor's subcontracts of any tier. The Contractor shall certify that this verification is complete prior to contract close-out.

6.5 PROTESTS

Any Bidders wanting to file a bid protest shall submit a formal protest consisting of a written letter signed by an authorized official of the company within 48 hours of the bid opening. The protest will be reviewed by the Owner and if warranted, a meeting will be held with the Owner, the low Bidder and the Bidder filing the protest within 4 Calendar days to review the protest. A decision on the protest will be made by the Owner within 7 Calendar days.

6.6 CONTRACT TIME

The Contract completion date is an essential part of the Contract, and it will be necessary for each Bidder to satisfy the Owner of its ability to complete the Work within the time allowed. Work shall be substantially complete by September 20, 2024.

7.1 FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

In the event the successful Bidder fails to furnish a Payment and Performance Bond complying with this Invitation for Bids, and fails to sign the contract within ten (10) calendar days after notification by the Owner, an amount equal to 5 percent of the amount of the Bid shall be forfeited to the Owner as liquidated damages, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner would sustain in the event that the Bidder failed to enter into the Contract or furnish the required Bond. Said liquidated damages shall be paid from the Bid Deposit submitted with the Bid. Other Bids will then be reconsidered for award by the Owner.

8.1 CORRECTIONS, INTERPRETATIONS, AND ADDENDA

If Bidders find or observe any omissions, discrepancies, or need for interpretations of the Bid Documents, they shall bring such facts in writing to the attention of the Owner. Written addenda to clarify questions which arise will then be issued. Interpretations or explanations of the Contract Documents will be in the form of written addenda only. Oral statements by the Owner, Engineer, or other representative of the Owner whether made before or after award of the Contract shall in no way modify the Contract Documents.

Any requests for information or interpretation of the Bid Documents shall be made by phone or email to Catherine Price, Contract Coordinator (360) 848-4472 or Price@SkagitPUD.org. All such requests shall be received no later than three (3) days prior to bid opening.

10.1 SUBCONTRACTORS & SUPPLIERS

In compliance with RCW 39.30.060 for all projects estimated to cost \$1 million or more, all Bidders must complete and submit the Subcontractors List form provided in the Bid Proposal Forms. The

Subcontractors List form must be submitted with the Bid. The failure of a Bidder to submit the names of such subcontractors, or to name itself to perform such work, or the naming of two or more firms (subcontractors or Bidders) to perform the same work shall render the Bidder's bid non-responsive and, therefore, void.

11.1 BIDDER QUALIFICATIONS

All Bidders shall submit with their bids evidence of sufficient qualifications and experience for the work as specified in Bid Proposal Forms. The Owner will utilize the information submitted for the purpose of determining the responsibility of the low Bidder for determining eligibility for award.

12.1 PERMITS

The Owner has obtained or will obtain the permits and approvals required for the Work as listed below. The Contractor shall comply with the provisions of all permits, approvals, and easements. All other required permits or licenses (i.e., right of way permits) shall be the responsibility of the Contractor. Below is a list of the Owner-obtained permits and approvals, which are included for reference in Appendix A.

- City of Mount Vernon Right of Way Construction Permit ENGR24-0160
- JLL / BNSF Communication License Agreement 23W-17995

Should the Contractor procure additional formal or informal access easements, rights of entry, Work or storage areas, or enter private property, he/she shall obtain and file all such private property agreements with the Owner prior to such access. The Contractor shall provide to the Owner property release forms for all Work or access on private property.

13.1 PRE-BID MEETING

A Pre-Bid Meeting will be held at 10:00 AM on July 23, 2024, in the Aqua Room of Skagit PUD's Mount Vernon office complex.

13.2 FORMS AND CERTIFICATION PAGES

MANDATORY BIDDER RESPONSIBILITY CHECKLIST

The following checklist may be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. It is suggested that Owners print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Project Name:	Project Number:
Bidder's Business Name:	Bid Submittal Deadline:
Contractor Registration – https://fortress.wa.gov/lni/bbip/	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
Is Bidder on Infraction List?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Current UBI Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage – https://fortress.wa.gov/lni/crpsi/MainMenu.aspx	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number –	
Employment Security Department Number:	
• Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
• And/or have you asked the Bidder for documentation from Employment Security Department on account number?	Yes <input type="checkbox"/> No <input type="checkbox"/>
State Excise Tax Registration Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
Checked by:	
Name of Employee:	Date:

SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist may be used by Contractors and Subcontractors in documenting that a subcontractor of any tier meets the subcontractor responsibility criteria. It is suggested that Contractors and Subcontractors print a copy of documentation from the appropriate website to include with this checklist in their contract file.

General Information	
Project Name:	Project Number:
Subcontractor's Business Name:	Subcontract Execution Date:
Contractor Registration – https://fortress.wa.gov/lni/bbip/	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
Current UBI Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage – https://fortress.wa.gov/lni/crpsi/MainMenu.aspx	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number –	
Employment Security Department Number:	
<ul style="list-style-type: none"> • Has Subcontractor provided account number on the Bid Form? Yes <input type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Subcontractor for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/> 	
State Excise Tax Registration Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Subcontractor listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Contractor Licenses – https://fortress.wa.gov/lni/bbip/	
<u>Electrical:</u> If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Elevator:</u> If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/>
Checked by:	
Name of Employee:	Date:

SECTION 00 40 00
PROCUREMENT FORMS AND SUPPLEMENTS

BIDDER'S CHECKLIST

This Checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their Bid. Bidder's submittals shall include, but not be limited to, the following:

No.	Bid Proposal Item	Checked
1.	Bid to Commission	<input type="checkbox"/>
2.	Bid Schedule	<input type="checkbox"/>
3.	Proposal Signature, Addenda Acknowledgment and Non-Collusion Declaration Sheet	<input type="checkbox"/>
4.	Subcontractor List	<input type="checkbox"/>
5.	Statement of Bidder's Qualifications	<input type="checkbox"/>
6.	Bid Deposit	<input type="checkbox"/>

BID TO COMMISSION

TO: Board of Commissioners
Public Utility District No. 1 of Skagit County, Washington

Commissioners:

The undersigned has examined the site, specifications, plans, laws, and ordinances covering the improvements contemplated. In accordance with the terms, provisions and requirements of the foregoing, the following lump sums and unit prices are tendered as an offer to perform the work and furnish the labor, tools, equipment, materials, appurtenances, incidentals, and guarantees, where required, complete in place, in good working order.

As a guarantee of good faith and as required by law, a Bid Deposit in the form of a certified check, cashier's check, postal money order or surety bond made payable to the order of Public Utility District No. 1 of Skagit County ("District") is attached hereto. The undersigned understands and hereby agrees that, should this offer be accepted and the undersigned failure or refuse to enter into a Contract, furnish the required Payment and Performance Bond and required liability insurance, the undersigned shall forfeit to Skagit PUD an amount equal to five percent (5%) of the amount Bid as liquidated damages, all as provided for in this Invitation for Bids.

The undersigned hereby proposes to undertake and complete the work embraced in this improvement, in accordance with the terms of the Specifications and Contract Documents, at the following lump sum and unit prices:

BID SCHEDULE

FIBER OPTIC CAMPUS TO WTP: BSNF RR CROSSING

Item No.	Bid Schedule Description	Estimated Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$	\$
2.	SPCC Plan, TESC Plan, Contractors Safety Plan and Site-Specific Safety Plan	1	LS	\$	\$
3.	Pre-construction Geotechnical Exploration, Bore Plan and As-built	1	LS	\$	\$
4.	Install and Maintain Temporary Erosion Control and Water Pollution Control Measures	1	LS	\$	\$
5.	Traffic Control (Traffic Control Supervisor, Flaggers and Spotters, and Signs and Devices)	1	LS	\$	\$
6.	Pothole and Protect Existing Utilities	1	LS	\$	\$
7.	Furnish and Install 2-inch HDPE Fiber Optic Conduit	167.5	LF	\$	\$
8.	Right-of-Way and Property Restoration	1	LS	\$	\$
				Sub-Total Base Bid	\$
				Sales Tax (8.8%)	\$
				Total Bid Amount	\$

DOLLARS

Total Bid with Sales Tax (written in words)

**PROPOSAL SIGNATURE, ADDENDUM ACKNOWLEDGMENT
AND NON-COLLUSION DECLARATION**

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to pay to labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the Specifications and Conditions for this project. A proposal guarantees in an amount of five percent (5%) of the total bid not including sales tax, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH	\$		CASHIER’S CHECK	\$	
BID BOND	\$		CERTIFIED CHECK	\$	

Receipt is hereby acknowledged of Addenda Nos. _____, _____, and _____.

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

NOTE: Proposal must be signed

Signature _____

Firm Name _____

Address _____

Washington State Contractor’s License Number

Sworn to before me this _____ day of _____, 20____

(SEAL) NOTARY PUBLIC

STATEMENT OF BIDDER'S QUALIFICATIONS
COMPARABLE CONTRACT HISTORY

The following is a partial list of the last five jobs our organization completed which are similar in character to this project:

Year	Project Name	Pipe Diameter	Feet	Owner Rep.	Phone No.

Name of Company: _____

Address: _____

Telephone: _____

Date

Signature

Title

Contractor's License Number

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

Of _____

Hereinafter called the Contractor (Principal), and _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____

hereinafter called the Surety, and authorized to transact business within the State of Washington as Surety,

are held and firmly bound unto Public Utility District No. 1 of Skagit County, Washington (Obligee) in the

full and penal sum of five percent (5%) of the total bid amount appearing on the bid proposal of said

principal for the work hereinafter described, for the payment of which, well and truly be made to the Owner,

the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors,

and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT WHEREAS, the Principal herein is herewith submitting his or its bid proposal for **Fiber Optic Campus to WTP: BNSF RR Crossing**

NOW THEREFORE, if the bid proposal submitted by the Principal is accepted, and the contract is awarded to said Principal, and if said Principal shall duly make and enter into and execute said contract and shall furnish the Performance and Payment Bond as required by the bidding and contract documents within a period of ten (10) days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

Signed and sealed this _____ day of _____, 20____.

Contractor

Surety

By _____

By _____

Attorney-In-Fact

Title _____

Corporate Seal

Corporate Seal

The Attorney-In-Fact who executes this bond on behalf of the Surety must attach a copy of his Power of Attorney as evidence of his authority.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date November 1, 2023, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

SECTION 00 52 00
AGREEMENT FORMS

CONTRACT NO. XXXX

THIS CONTRACT is made and entered into by and between the PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY (Owner/Skagit PUD) and CONTRACTOR NAME (Contractor).

WITNESSETH:

WHEREAS, the Owner has caused the preparation of certain Contract Documents entitled **Fiber Optic Campus to WTP: BSNF RR Crossing**.

WHEREAS, the Owner has invited proposals, has received, and analyzed said proposals, and has duly given notice of Acceptance of Proposal to the Contractor herein set forth and as stated more in detail in the Contract Documents which are defined in Section II General Conditions, all of which Contract Documents are made a part hereof and which constitute the whole Contract between the Owner and the Contractor.

NOW, THEREFORE, it is hereby agreed that:

1. The Contractor shall furnish the work, pay all costs, and perform all requirements of this Contract in the manner specified in the Contract Documents, and;
2. The Proposal calls for unit prices and lump sums in the Bid Schedule(s) set forth in (1) above. The Owner shall pay to the Contractor a corrected Total Contract Amount computed from the unit prices and lump sums in said Bid Schedule(s) set forth in the Contractor's Proposal and the actual quantities of units furnished. Based upon the lump sum and unit prices in said Bid Schedule(s) set forth in the Contractor's Proposal and upon the quantities estimated from the Contract Drawings for bidding purposes, the estimated Total Contract Amount is (spell out dollar amount/100) Dollars (capitalize each word of the dollar amount) (\$ insert numeric dollar amount); and
3. In Washington State the Owner is required to pay state or local sales or use taxes included in the Total Contract Amount and the Contractor is required to receive the said taxes for payment to the state, the amount payable to the Contractor by the Owner shall be the Total Contract Amount as above specified including the amount of the said taxes, and;
4. It is further agreed that the Contractor will be substantially complete by September 20, 2024;
5. In the event that the Contractor fails to substantially complete the Project by the date of substantial completion as specified above or as modified by Change Order, the Contractor shall be liable for liquidated damages of One Thousand Dollars (\$1,000.00) per calendar days thereafter until the Owner determines the Project to be substantially complete, and
6. The attached Indemnification Agreement is hereby made part of this Contract.

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original hereof, have been duly executed by the parties hereto.

(CONTRACTOR name here)

PUBLIC UTILITY DISTRICT NO. 1
OF SKAGIT COUNTY, WASHINGTON

By _____
(Name, Title here)

By _____
George Sidhu, P.E., General Manager

Date _____

Date _____

INDEMNIFICATION AGREEMENT

The Contractor agrees to defend, indemnify, and hold Skagit PUD harmless from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with work performed or to be performed under this Contract by the Contractor, its agents, employees, and subcontractors, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

The Contractor's duty to indemnify Skagit PUD shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Skagit PUD or Skagit PUD's agents or employees. The Contractor's duty to indemnify Skagit PUD for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of Contractor, its agents, employees, or subcontractors and/or Skagit PUD or Skagit PUD's agents or employees, shall apply only to the extent of negligence of Contractor, its agents, employees, or subcontractors.

With respect to claims against Contractor by Skagit PUD pursuant to this Contract only, Contractor expressly waives any immunity that may be granted it under the Workers' Compensation, Industrial Insurance or like statutes and/or any administrative regulations issued pursuant thereto. This waiver does not include or extend to any claims by Contractor's employees directly against Contractor.

Further, Contractor's defense and indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Workers' Compensation, Industrial Insurance or like statutes and/or any administrative regulations issued pursuant thereto.

Contractor's duty to indemnify Skagit PUD for liabilities or losses, other than for bodily injury to persons or damage to property caused by or resulting from negligence, shall apply only to the extent of the fault of Contractor, its agents, employees, or subcontractors, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Contractor or its agents, employees, or subcontractors.

Contractor's duty to defend, indemnify and hold Skagit PUD harmless shall include, as to all claims, demands, losses and liabilities to which it applies, Skagit PUD's actual attorneys' fees and costs incurred in connection with defending such claim(s) including, without limitation, consultant and expert witness fees and expenses and personnel-related costs in addition to costs otherwise recoverable by statute or court rule.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS AGREEMENT WAS MUTUALLY NEGOTIATED.

(CONTRACTOR name here)

PUBLIC UTILITY DISTRICT NO. 1
OF SKAGIT COUNTY, WASHINGTON

By: _____
(Name, Title here)

By: _____
George Sidhu, P.E., General Manager

Dated: _____

Dated: _____

The Contractor shall cause each of its subcontractors (and suppliers to the extent any perform any work on the Project site) to execute an Indemnification Contract substantially in the form of the foregoing by which each such entity or person assumes to Skagit PUD all obligations Contractor assumes to Skagit PUD as set forth above.

CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, **Peter Gilbert**, the duly authorized and acting legal representative of Public Utility District No. 1 of Skagit County, do hereby certify as follows:

I have examined the attached contract(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Peter Gilbert, Attorney

Date: _____

PERFORMANCE AND PAYMENT BOND

Bond No. _____
Amount: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that

Of _____
Hereinafter called the Contractor (Principal), and _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____ hereinafter called the Surety, and authorized to transact business within the State of Washington as Surety, are held and firmly bound unto Public Utility District No. 1 of Skagit County, Washington as Owner (Obligee), in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:
WHEREAS, the Contractor has executed and entered into a certain Contract hereto attached, with the Owner, dated _____, 20____.
For: _____

IN WITNESS:NOW THEREFORE, if Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract for the duration thereof, including the one-year warranty period, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors or lower tier subcontractors, and material persons, and all persons who shall supply such person or persons, or subcontractors or lower tier subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless Owner, its officers and agents, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

And Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of Contract or to the work to be performed thereunder or the plans or specifications accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract, the plans or the specifications.

Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Contractor shall automatically increase the obligation of the Surety on this Bond in a like amount.

The Surety expressly acknowledges that it shall be liable, under this Bond, for any liquidated damages assessed against the Contractor in accordance with the provisions of the Contract.

Any claim(s) relating to or against this Bond shall be subject to and decided by arbitration in accordance with the provisions of the Revised Code of Washington Chapter 7.04.

Any dispute relating to the performance or enforcement of the provisions of this Bond shall be governed by Washington State Law. Jurisdiction and venue shall be Skagit County Courts. If non-binding arbitration or mediation is conducted involving the Owner, the Contractor, the Surety, or any other party concerning or in any way relating the work required or alleged to be required by the Contract, the Contractor and Surety expressly consent to a consolidated or joint arbitration if and as called for by the Owner. The prevailing party in each such litigation shall be entitled to recover its attorneys' fees, in addition to any other relief granted.

IN WITNESS WHEREOF, the Contractor and the Surety have caused this bond and two (2) counterparts thereof to be signed and sealed by their duly authorized officers.

Signed and sealed this _____ day of _____, 20____.

Contractor

Surety

By _____

By _____

Attorney-In-Fact

Title _____

Corporate Seal

Corporate Seal

Address of local office and agent of Surety
Company:

APPROVED AS TO FORM:

Public Utility District No. 1 of Skagit County, Owner _____, 20____

This Bond is executed in pursuance of Chapter 39.08, Revised Code of Washington.

NOTE: The Surety named on this Bond shall be one which is licensed to conduct business in the state where the project is located and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act for the Surety at the time of the signing of this Bond.

Corporate Seal:

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within Bond; that _____ who signed the said Bond on behalf of the Principal, was _____ of said Corporation; that I know his signature thereto is genuine, and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its government body.

Secretary or Assistant Secretary

A copy of this bond shall be filed with the County Auditor.

ATTACH POWER OF ATTORNEY

SECTION 00 72 00
GENERAL CONDITIONS

GENERAL CONDITIONS

NOTICE OF DISCLAIMER

TAKE NOTICE, that the General Conditions are the 2024 Edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction.

TAKE NOTICE, that these General Conditions have been materially amended by certain additions, deletions or other modifications to meet the needs of the Public Utility District No. 1 of Skagit County. These amendments are contained in the Supplementary General Conditions.

END OF SECTION

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS

The following provisions of the Washington State 2024 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT) Division 1 General Requirements is hereby amended, changed, or supplemented and superseded as follows. All other provisions which are not amended, changed, or supplemented remain in full force.

1	Order of Precedence	
2	Section 1-01.3	Definitions
3	Section 1-03	Award and Execution of Contract
3.1	Section 1-03.4	Contract Bond
3.2	Section 1-03.8	Award and Execution of Contract
4	Section 1-05	Control of Work
4.1	Section 1.05.0	General
4.2	Section 1-05.4	Conformance with and Deviations from Plans and Stakes
4.3	Section 1-05.10	Guarantees
5	Section 1-07	Legal Relations and Responsibilities to the Public
5.1	Section 1-07.1(1)	Laws to be Observed
5.2	Section 1-07.6	Permits and Licenses
5.3	Section 1-07.18(1)	Public Liability and Property Damage Insurance
5.4	Section 1-07.26	Personal Liability of Public Officers
6	Section 1-08	Prosecution and Progress
6.1	Section 1-08.5	Time for Completion (Contract Time)
6.2	Section 1.08.9	Liquidated Damages
6.3	Section 1.08.10(2)	Termination for Public Convenience
7	Section 1-09	Measurement and Payment
7.1	Section 1-09.4	Equitable Adjustment
7.2	Section 1-09.6	Force Account
7.3	Section 1-09.11(3)	Time Limitations and Jurisdiction
7.4	Section 1-09.13(3)	Claims Resolution
7.5	Section 1-09.14	Claims Against Contractor's Retainage and/or Public Contract Bond
8	Section 1-10	Temporary Traffic Control
8.1	Section 1-10.2(2)	Traffic Control Plans

1 ORDER OF PRECEDENCE. THE ORDER OF PRECEDENCE OF THE CONDITIONS OF THE CONTRACT ARE AS LISTED BELOW, FIRST IS THE HIGHEST AND LAST IS THE LOWEST:

Addenda
Bid Forms
Technical Specifications
Drawings
Special Provisions
Supplementary General Conditions
Division 1 General Requirements (WSDOT) 2024 Edition

2 SECTION 1-01.3 DEFINITIONS IS SUPPLEMENTED BY ADDING THE FOLLOWING DEFINITIONS:

Whenever these words are used in the Contract Documents, they shall have the following meanings:

"COMMISSION": Redefined to mean the three elected Commissioners of Skagit PUD; substitute for "Commission" and "Washington State Transportation Commission" whenever cited.

"CONTRACTING AGENCY", "DISTRICT" or "OWNER": Public Utility District No. 1 of Skagit, Washington; substitute for "State," "Department," and "Department of Transportation" whenever cited.

"GENERAL MANAGER": The person appointed by the Commission per RCW 54.16.100 as the chief administrative officer of Skagit PUD; substitute for "Secretary" and "Secretary of Transportation" whenever cited.

"ENGINEER": Public Utility District No. 1 of Skagit County (Skagit PUD)

"OWNER": Public Utility District No. 1 of Skagit County (Skagit PUD).

"STANDARD PLANS": Redefined to refer to the Standard Detail Sheets included with the Plans and Specifications as well as the WSDOT Standard Plans. The requirements of the Standard Detail Sheets shall be controlling in the case of any discrepancy between the Standard Details and the WSDOT Standard Plans.

3 SECTION 1-03 AWARD AND EXECUTION OF CONTRACT IS SUPPLEMENTED BY ADDING THE FOLLOWING:

3.1 Add the following to Section 1-03.4, Contract Bond:

Upon substantial completion of the Project, the Contractor shall provide a Utility Maintenance Bond for 25% of the Total Contract Amount on the form specified by Skagit PUD that warrants all equipment, materials, and labor it furnishes or performs under the Agreement against defects in design, materials, and workmanship for one (1) year after final acceptance as described in Section 1-05.10.

3.2 Add the following new Section 1-03.8 Award and Execution of Contract:

1-03.8 Award and Execution of Contract.

1-03.8(1) The Contract for the Project shall be awarded to the responsible Bidder submitting the lowest responsive Bid.

4 SECTION 1-05 CONTROL OF WORK IS REVISED AS FOLLOWS:

4.1 Insert the following new Section 1-05.0 General:

1-05.0 General

Where the Specifications, the Owner's instructions, laws, ordinances, or any government authority require any work to be specially tested, or inspected, the Contractor shall give the Owner timely notice that such test of completed work is ready for inspection. If the inspection is by another authority than the Owner, the Contractor shall give the Owner timely notice of the date fixed for such inspection. Required certificates of inspection by other authority than the Owner shall be secured by the Contractor.

4.2 Revise Section 1-05.4, Conformance with And Deviation from Plans and Stakes, as follows:

Delete the word "Engineer" and replace with "Contractor" throughout this section with reference to setting stakes, marks, lines, etc. for the layout and prosecution of the Work. All surveying and layout required for this Project shall be performed by the Contractor. The Engineer retains final authority for determination of conformity of the Work and shall be notified immediately of any errors found to cause deviations in the Work.

4.3 Delete Section 1-05.10, Guarantees, and replace with the following:

1-05.10 Guarantees

The Contractor shall furnish to the Contracting Agency any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the project.

The Contractor shall be responsible for correcting all defects in workmanship and materials incurred within one year (365 days) after the date of final acceptance of the project. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected Work for one year after acceptance of the correction by the Owner. The Contractor shall commence remedying such defects within seven (7) days of receipt of notice of discovery thereof from the Owner and shall complete such Work within a reasonable time. In emergencies, where damage may result from delay or where loss of service may result, such corrections may be made by the Owner, in which case the cost shall be borne by the Contractor. In the event the Contractor does not complete corrections within a reasonable time, the Work shall be otherwise accomplished and the cost of same shall be paid by the Contractor.

The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the Owner resulting from defects in the Contractor's Work including but not limited to costs, labor, materials, equipment, and administration incurred by

Owner in making emergency repairs of such defective Work and associated costs of engineering, inspection, and supervision by the Owner or Engineer. The Contractor shall defend, indemnify and hold the Owner harmless from any and all claims which may be made against the Owner as a result of Contractor's defective Work.

5 SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC IS SUPPLEMENTED BY ADDING THE FOLLOWING:

5.1 Add the following Section 1-07.1(1) Owner Safe Access:

1-07.1(1) Owner Safe Access.

The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with Contract Documents. The Contractor shall provide adequate lighting, ventilation, ladders, and other protective facilities as may be necessary for the safe performance of inspections.

5.2 Add the following to Section 1-07.6, Permits and Licenses:

The Contractor shall comply with all requirements of all permits provided by the Owner for this project.

5.3 Add the following to Section 1-07.9, Wages, 1-07.9(1), General:

Current Washington State Department of Labor and Industries prevailing wage rates are available at:

<http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/>

Wage rates applicable for this project are those for Skagit County with an effective date of this Contract Bid Date.

5.4 Revise Section 1-07.18, Public Liability and Property Damage Insurance as follows:

All reference to the State or Department of Transportation shall be supplanted with Public Utility District No. 1 of Skagit County.

5.5 Revise Section 1-07.26, Personal Liability of Public Officers, as follows:

Neither the Owner nor any elected official, officer, or its employees shall be personally liable for any acts or failure to act in connection with the Contract, it being understood that in such manners, they are acting solely as agents of the Owner.

No right of action shall accrue upon or by reason of this Contract to or for the use or benefit of anyone other than the parties to this Contract. The parties to this Contract are the Contractor and the Owner.

6 SECTION 1-08, PROSECUTION AND PROGRESS, IS REVISED AS FOLLOWS:

6.1 Supplement Section 1-08.5, Time for Completion (Contract Time), with the following:

Contractor shall complete all work associated with the Bid Schedules after the issuance of the Notice to Proceed. Work on Schedule A shall be substantially complete by April 24, 2024. Work on Schedule B shall be substantially complete by May 31, 2024. Failure to meet either of the substantial completion dates will result in liquidated damages in an amount equal to those assessed by WSDOT on the PUD for interfering with their work.

6.2 Section 1-08.9, Liquidated Damages replaced numbered paragraphs 1 and 2 with the following:

1. To pay liquidated damages for each working day beyond the number of days established for substantial completion, to authorize the Owner to deduct these liquidated damages from any money due or coming due to the Contractor.

6.3 Revise Section 1-08.10(2), Termination for Public Convenience, as follows:

Substitute "Resolution" for "Executive Order", substitute "Commission" for "President", and delete "or Governor".

7 SECTION 1-09, MEASUREMENT AND PAYMENT, IS REVISED AS FOLLOWS:

7.1 Supplement Section 1-09.4, Equitable Adjustment, with the following:

All bilateral agreements shall constitute a full accord and satisfaction and represent payment in full as to adjustments in both Contract price and time of completion for all costs, whether direct or indirect, arising out of, or incidental to, or otherwise attributable to, the changed work including any and all delays and impacts resulting from the change to the contract. Acceptance of payment by Contractor pursuant to such bilateral agreement shall constitute a waiver of any and all claims, known or unknown, arising out of, or incidental to, or otherwise attributable to the changed work.

7.2 Revise Section 1-09.6, Force Account, as follows:

Revise Item No. 1 as follows: Substitute "21 Percent" for "29 percent" for Contractor's allowance for overhead and profit.

7.3 Revise Section 1-09.11(3), TIME LIMITATIONS AND JURISDICTION

Revise as follows: Substitute Public Utility District No.1 of Skagit County for State of Washington (six times). Substitute Superior Court of Skagit County for Superior Court of Thurston County.

7.4 Replace Sections 1-09.13(3), (3)A, (3)B and (4), Claims Resolution, with the following:

CLAIMS 1-09.13(3)

The Contractor and Contracting agency mutually agree that claims submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR process, shall be resolved by litigation unless the Contracting agency elects to resolve the claim through binding arbitration.

Venue. The venue of any Dispute Resolution Proceedings between the parties to this Agreement shall be Mount Vernon, Washington unless otherwise mutually agreed in writing.

Injunctive Proceedings. Notwithstanding any other provisions of these Dispute Resolution Procedures, any Disputes otherwise subject to submission to these Dispute Resolution Procedures may instead be first submitted, by any party having a legal interest therein, to the jurisdiction of the Superior Court for Skagit County, State of Washington, if and only to the extent necessary to secure injunctive relief reasonably necessary under the circumstances.

7.5 Add the following new Section 1-09.14 Claims Against Contractor's Retainage and/or Public Contract Bond:

1-09.14 Claims Against Contractor's Retainage and/or Public Contract Bond

The Contractor shall be liable for all costs incurred by the Owner, including, but not limited to, legal fees, salary/wage costs of Owner's employees and litigation costs (whether or not recoverable by statute or court rule) arising out of claims against the retainage or the Contractor's Public Contract Bond. Owner may deduct any such costs from funds otherwise due the Contractor, including the retention, by unilateral Change Order.

8 SECTION 1-10, TEMPORARY TRAFFIC CONTROL, IS REVISED AS FOLLOWS:

8.1 Revise Section 1-10.2(2), Traffic Control Plans, as follows:

Delete the first sentence of Section 1-10.2(2) and replace with the following:

Skagit PUD is providing an approved traffic control plan for the project that the Contractor will implement to handle traffic safety during construction.

END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. The Work to be performed under this Contract is summarized in the Invitation to Bid and Agreement.
- B. The Work includes, but is not limited to, furnishing tools, equipment, materials, supplies, and manufactured articles, and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.
- C. Section Includes:
 - 1. Site location.
 - 2. Contract method.
 - 3. Coordination with work performed by others.
 - 4. Contractor's use of the site.
- D. Site Location:

The BNSF Railroad Crossing at the intersection of Alder Lane and Riverside Drive in Mount Vernon, Skagit County, Washington.
- E. Contract Method
 - 1. The Work herein will be one (1) contract.
- F. Work by Others
 - 1. The CONTRACTOR's attention is directed to the fact that work may be conducted on the Site by other contractors and the OWNER'S crews during the performance of the Work under this Contract. The CONTRACTOR shall conduct its operations to cause a minimum of interference with the work of such other contractors and shall cooperate fully with such contractors to allow continued safe access to their respective portions of the Site, as required to perform work under their respective contracts.
 - 2. Interference with Work on Utilities: The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work to minimize interference with said relocation, altering, or other rearranging of facilities.
- G. Contractor Use of Site
 - 1. The CONTRACTOR's use of the Site shall be limited to its construction operations and storage and layout of materials. All work shall be contained within Site and any easements or permissible land encumbrances negotiated by the CONTRACTOR.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 22 00
MEASUREMENT AND PAYMENT**

PART 1 GENERAL

1.1 SUMMARY

- A. The entire cost of the work and the material necessary to complete all items shown on the Contract Documents will be paid for on a Lump Sum or Unit Price basis, as further specified herein, and shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) and the State of Washington, Division of Industrial Safety and Health (WISHA). All costs therefore shall be included in the price named in the CONTRACTOR's Proposal for the work.
- B. Payment shall only be made in accordance with the CONTRACTOR's Proposal or as listed in executed change orders. References in the Contract Documents to the 2024 Standard Specifications (of the Washington State Department of Transportation) are for purposes of defining products or execution of the work, but payment provisions of the do not apply unless specifically incorporated by reference in these Contract Documents.

1.2 BID ITEMS

- A. Item 1- Mobilization
 - 1. Progress payment for Mobilization shall be paid on a percentage of total contract value complete at the time of payment application submission as measured by the OWNER.
 - 2. Payment for Mobilization will be made after obtaining all permits; moving onto the site of all equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the Work.
- B. Item 2 - Spill Prevention Control and Countermeasure (SPCC) Plan, Contractor Health and Safety Plan, and Site-Specific Safety Plan
 - 1. No measurement of Spill Prevention Control and Countermeasure (SPCC) Plan, Contractor Health and Safety Plan, and Site-Specific Safety Plan shall be made.
 - 2. Payment for Spill Prevention Control and Countermeasure (SPCC) Plan, Contractor Health and Safety Plan, and Site-Specific Safety Plan will be made at 70% of the value after receipt of plans and the remaining 30% will be paid after at final acceptance of project.
- C. Item 3 – Pre-Construction Geotechnical Exploration, Bore Plan and As-builts
 - 1. No measurement of Pre-Construction Geotechnical Exploration, Bore Plan and As-builts shall be made.
 - 2. Payment for Pre-Construction Geotechnical Exploration and Bore Plan will be made according to a schedule of values that identifies the cost of Geotechnical Exploration, which

will be paid upon completion of exploration, 50% of the other values will be paid at plan submittal, and the balance will be paid upon receipt of approved As-builts.

- D. Item 4 - Install and Maintain Temporary Erosion Control and Water Pollution Control Measures
 - 1. No measurement of Install and Maintain Temporary Erosion Control and Water Pollution Control Measures shall be made.
 - 2. Progress payments for Install and Maintain Temporary Erosion Control and Water Pollution Control Measures shall be paid on a percentage of total contract value complete.
- E. Item 5 - Traffic Control (Traffic Control Supervisor, Flaggers and Spotters, Traffic Control Signs and Devices)
 - 1. No measurement of Traffic Control Supervisor, Flaggers and Spotters, or Traffic Control Signs and Devices shall be made.
 - 2. Payment for traffic control measures shall be a portion of the lump sum price named in the Bid Schedule according to percentage of contract completion, which price shall constitute full compensation for furnishing traffic control measures including but not limited to labor for setup, takedown and maintenance, signs, channelization devices, barriers, and all other traffic control equipment to implement the traffic control plan.
- F. Item 6 – Pothole and Protect Existing Utilities
 - 1. No measurement of Pothole Existing Utilities shall be made. Contractor shall expose, monitor, and restore all adjacent existing utilities.
 - 2. Progress payments for Pothole Existing Utilities shall be based upon the actual percentage of the work complete at the time of payment application submission as measured by the OWNER.
- G. Item 7 - Furnish and Install 2-inch HDPE Fiber Optic Conduit
 - 1. Measurement for furnish and install fiber optic conduit shall be made based on the linear feet of conduit actually installed based on horizontal measurement.
 - 2. Payment for furnish and install fiber optic conduit shall be made at the unit price named in the Bid Form. Price shall constitute full compensation for material, labor, and equipment required to install fiber optic conduit including horizontal directional drilling and preparation work to conduct horizontal directional drilling, pull back or insertion of conduit, excavation, bedding and backfill.
- H. Item 8 - Right-of-Way and Property Restoration
 - 1. No measurement of Right-of-Way and Property Restoration shall be made.
 - 2. Payment for Right-of-Way and Property Restoration shall be made as a lump sum after the completion of the Work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

D I V I S I O N 3 3

Utilities

SECTION 33 05 07.13
UTILITY DIRECTIONAL DRILLING

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, tools, and equipment required to install a new water main using the directional drilling method to the sizes and limits as shown on the Contract Drawings, and as specified by these technical specifications herein. Work includes, but is not limited to, proper installation, testing, restoration of underground utilities and environmental protection and restoration.
- B. The horizontal directional drilling (HDD) method involves first drilling a pilot hole as shown on the approved bore plan, and then enlarging the pilot hole no larger than 1.5 times the outer diameter of the pull-in pipe, pipe joint or coupling, then pulling back the pipe through the enlarged hole.
- C. The CONTRACTOR is responsible for all the Work, whether self-performed or performed by a SUBCONTRACTOR. References herein to the CONTRACTOR apply to the contractor or subcontractor performing the HDD Work.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Preconstruction Meetings
 - 1. Attend a preconstruction meeting prior to initiating mobilization.
 - 2. OWNER will be responsible for coordinating and providing a location for the preconstruction meeting.
- B. Scheduling
 - 1. Schedule all work to occur in succession such that downtime related to CONTRACTOR's operations is minimized.
 - 2. Individual HDD operations (i.e., pilot hole, reaming, swabbing, pullback, post-installation grouting) shall occur in sequence with no delays between operations.
 - 3. Pullback shall commence within no more than one day of completing a final swab pass that verifies that the reamed hole is in an acceptable condition to receive the casing pipe and not result in failure of the installation of the casing pipe.

1.3 QUALITY ASSURANCE

- A. Qualification Requirements:
 - 1. All directional drilling operations shall be performed by a qualified directional drilling company and personnel involving work of a similar nature.
 - 2. Schedule all work through the OWNER. Notify the OWNER a minimum of ten (10) working days in advance of the start of work.
 - 3. Perform all work in the presence of the OWNER, or the OWNER's representative.
 - 4. All applicable permits and applications must be in place prior to start of work.
- B. Site Review: Contours, topography and profiles of the ground as may be shown on the Contract Drawings are believed to be reasonably correct but are not guaranteed to be absolutely so and are

presented only as an approximation. It is the CONTRACTOR's responsibility to verify all elevations required to successfully complete the Horizontal Directional Drill operation.

- C. A one-year warranty for the pipe must be included from the CONTRACTOR and must cover the cost of the replacement pipe and freight to the project Site, should the pipe have any defects in material or workmanship. Unless otherwise specified, the warranty period will begin at the point of substantial completion of the Work.
- D. In addition to the standard pipe warranty, the CONTRACTOR must provide in writing a warranty for a period of one year (following substantial completion of the Work) for all fusion joints, including formation, installation, and pressure testing, if applicable.

1.4 SUBMITTALS

- A. Materials: Submit all applicable pipe submittals as per applicable technical specifications of the pipe to be used for this project.
- B. Additional borings: The CONTRACTOR shall be responsible for obtaining and including in the bid price the cost of any borings along the pipe alignment which may be necessary to design the proposed directionally drilled crossing.
- C. Work Plan: Prior to beginning work, submit a work plan detailing the procedure and schedule to be used to execute the project. The Work plan is to include a description of all equipment to be used, down-hole tools, a list of personnel and their qualifications and experience (including backup personnel in the event that an individual is unavailable), list of subcontractors, a schedule of work activity, a safety plan (including Material Safety Data Sheets (MSDS) of any potentially hazardous substances to be used), an environmental protection plan, and contingency plans for possible issues that may arise over the course of the Work. The Work Plan should be comprehensive, realistic, and based on actual working conditions for this particular project. The Work Plan should document the thoughtful planning required to successfully complete the project, and shall include, but not be limited to, traffic control, entry and exit pits; temporary excavation shoring (if needed); size, capacity and arrangement of drilling and pulling equipment; drilling fluid properties; estimated drilling fluid pressures and anticipated mud pump volumes to be maintained in each reaming pass; layout of casing; method of monitoring and controlling line and grade; and layout of any proposed construction staging areas. The Work Plan should include mitigation procedures in the event of a drilling fluid fracture, inadvertent returns, or returns loss.
- D. Bore Plan: Address the location of the drill rig setups and the lengths of the bore based on soil condition, equipment used, topography, etc. The proposed vertical and horizontal clearances between the bored pipe and any existing/proposed conflicting pipes, conduits, obstructions, or the proposed WSDOT culvert must not be less than the guidance system's accuracy tolerance.
- E. Equipment: Submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project. The equipment list is to include but not be limited to drilling rig, mud system, mud motors (if applicable), down-hole tools, drilling guidance system, and rig safety systems. Include calibration records for guidance equipment. Submit specifications for any drilling fluid additives that might be used.
- F. As-Built Drawings: Submit as-built drawings showing the HDD beginning and end locations, as well as the pipe's horizontal location and elevation at least every 10 linear feet along the pipe.

PART 2 PRODUCTS

2.1 GENERAL

- A. The CONTRACTOR shall employ trained and competent personnel to operate each piece of equipment. All equipment must be in good, safe condition with sufficient supplies, materials, and spare parts on hand to maintain the system in good working condition for the duration of this Project.

2.2 PIPE AND TRACER WIRE

- A. Casing and tracer wire shall comply with Section 33 05 33.23 - High Density Polyethylene Pipe.

2.3 DRILLING AND TRACKING EQUIPMENT

- A. The CONTRACTOR shall select necessary equipment and methods to horizontally directional drill, prepare hole to install casing, install casing and inner pipe and appurtenant connections, clean and recycle drilling fluid, and grout the space between the installed casing and the reamed hole, and any voids created during the directional drilling process after installation as specified in permits. The hydraulic system must be self-contained and have sufficient pressure and volume capacity to power the drilling operations. The drill rig shall have a system to monitor and record maximum pullback pressure during pullback operations.
- B. The CONTRACTOR shall provide ancillary equipment in such a manner that the workspace remains safe for workers in the workspace.
- C. The CONTRACTOR shall supply equipment and personnel to accurately track the horizontal and vertical alignment of the pilot bore during the drilling operation. The tracking system must be capable of tracking at all depths up to fifty feet and in any soil condition, including hard rock. It should enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction), and inclination (vertical direction). The tracking system has to be accurate and calibrated to manufacturer's specifications of the vertical depth of the borehole at sensing position at depths up to fifty feet and accurate to 2-feet horizontally. The CONTRACTOR shall be aware of any geo-magnetic anomalies and consider such influences in the operation of the guidance system.

2.4 DRILLING FLUID (MUD) SYSTEM

- A. The CONTRACTOR shall use new, water-based, environmentally safe drilling fluids. The CONTRACTOR may consider using environmentally safe drilling fluid additives, which shall be submitted to the OWNER for approval prior to use. The CONTRACTOR shall certify in writing to the OWNER that any chemicals added to the drilling fluid are environmentally safe and not harmful or corrosive to the casing or utilities being installed. The CONTRACTOR shall identify the source of water for mixing the drilling fluid. Approvals and permits are required for obtaining water from such sources as streams, rivers, ponds, or fire hydrants. Any water source used other than potable water requires a pH test and should have a pH or treated pH of between 8.5-10.

PART 3 EXECUTION

3.1 GENERAL

- A. Notify the OWNER a minimum of ten (10) working days in advance of starting the Work. All necessary permits and approvals must be in place prior to commencement of the Work. Do not

begin the directional drilling until the OWNER or OWNER's representative is present at the Site and agrees that proper preparations for the operation have been made. The OWNER's approval for beginning the installation does not in any way relieve the CONTRACTOR of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract Documents.

- B. All materials, equipment, and facilities used on the private property and rights-of-way may be inspected by the OWNER or OWNER's representatives and removed if considered unsatisfactory.

3.2 PERSONNEL REQUIREMENTS

- A. All personnel must be fully trained in their respective duties as part of the directional drilling crew including safety.
- B. The CONTRACTOR shall supply references of previous projects using this type of installation process that this directional drilling crew has been involved.
- C. The CONTRACTOR shall ensure that a competent and experienced supervisor is present at all times during the actual drilling operations. A responsible representative who is thoroughly familiar with the equipment and type of work to be performed must be in direct charge and control of the operation at all times. Furnish a sufficient number of competent workers on the job at all times to ensure the directional drilling is performed safely and in a timely and satisfactory manner.
- D. The CONTRACTOR shall remove any personnel who are unqualified, incompetent, or otherwise not suitable for the performance of this project from the job site and replace with suitable personnel.

3.3 DIRECTIONAL DRILLING OPERATION

- A. Provide all material, equipment, and facilities required for directional drilling. Maintain proper alignment and elevation of the borehole throughout the directional drilling operation. The method used to complete the directional drill must conform to the requirements of all applicable permits.
- B. Protect adjacent wetlands, creeks, surface waters, and property from release of drilling fluids, spills, turbid discharge, or waste.
- C. Record readings after advancement, and plot on a scaled drawing of 1" = 4' vertical and 1" = 20' horizontal. Make all recorded readings and plan and profile information available at all times. At no time can the bend radius of the drill pipe exceed the bend radius limits of the product pipes as specified by the pipe manufacturer.
- D. Submit a complete list of all drilling fluid additives and mixtures to be used in the directional operation, along with their respective Material Safety Data Sheets. Contain all drilling fluids and loose cuttings in pits or holding tanks for recycling or disposal, no fluids should be allowed to enter any unapproved areas or natural waterways. Dispose of all the drilling mud and cuttings after job completion at an approved dumpsite. Hazardous fluids and accidental release are to be addressed in the Spill Prevention Control and Countermeasure Plan.
- E. Drill the pilot hole on the bore path with no deviations greater than 5% of depth over the length of the bore unless previously agreed to by the OWNER. In the event that the pilot bore does deviate from the bore path more than 5% of depth over the length of the bore, the pilot bore must be pulled back and re-drilled from the location along the bore path before the deviation. In the

event of a drilling fluid fracture, inadvertent returns, or returns loss during pilot hole drilling operations, pause drilling operations and implement mitigation procedures as determined by the CONTRACTOR, then resume drilling operations. If fluid fracture, inadvertent returns, or returns loss continue, notify the OWNER.

- F. Per BNSF License Agreement, the Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Flagman must be present during installation and will monitor the ballast and roadbed.
- G. Upon completion of the pilot hole phase of the operation, submit a complete set of "as-built" records to the OWNER. Include in these records copies of the pilot bore path plan and profile as-built, as well as directional survey reports as recorded during the drilling operation. The OWNER shall review and provide written approval of the as-built records.
- H. The CONTRACTOR shall pump drilling fluid through the open bore hole such that the drilling fluid maintains a stable bore hole and transports drill cuttings to the surface through annulus of the borehole. The CONTRACTOR shall determine the volume of bentonite mud required for each pullback based on soil conditions, largest diameter of the pipe system component, capacity of the bentonite mud pump, and the speed of pullback as recommended by the bentonite drilling fluid manufacturer. The CONTRACTOR shall contain the drilling fluid at the exit or entry side of the directional bore in pits or holding tanks. The slurry may be recycled at this time for reuse in the hole opening operation or contained/disposed of in accordance with state/federal regulations and permit conditions.
- I. The annular space between the casing pipe and the bore hole must be filled with an OWNER-approved material (bentonite or equal) to support and stabilize the casing pipe. If pressure grouting is used, caution should be exercised to ensure that excess grout pressure does not distort or collapse the casing pipe.
- J. Calculate pullback loads and maximum net pressure acting the casing during installation. Ensure that internal pressure radii, as specified by the product manufacturer, are maintained for the casing, and pull string. Install casing pipe with tracer wire. Install pull string in accordance with manufacturer's instructions.

3.4 HANDLING PIPE

- A. Take care during transportation of the pipe such that it will not be cut, kinked, or otherwise damaged.
- B. The CONTRACTOR shall use ropes, fabrics or rubber protected slings, straps, or other suitable materials when handling pipes. The CONTRACTOR may not use chains, cables, or hooks inserted into the pipe ends, unless otherwise approved by the OWNER. The CONTRACTOR shall take care not to drop pipe or fittings into rocky or unprepared ground.
- C. Handle assembled pipe in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects, and that attachments (casing spacers, tracer wire, pull string, etc.) are not damaged. Position slings for handling at pipe joints. Remove sections of the pipes with cuts and gouges or excessive deformation and replace.

3.5 PULLBACK

- A. The CONTRACTOR shall calculate pullback loads and maximum net pressure acting on both the casing during installation and present them to the OWNER for review. The casing must be installed in a manner that will ensure that external loads from pullback or external or internal pressures will not subsequently cause a decrease of more than five percent in the vertical cross-section dimension. A factor of safety of 2.5 (minimum) should be applied to the pipe material's rated tensile yield strength to determine the allowable pipe pullback strength. When changes in horizontal or vertical direction are necessary, these must be accomplished gradually such that the minimum bend radii specified by the product manufacturer are maintained.
- B. The CONTRACTOR shall commence pullback immediately after completion of borehole construction and preparation, pullback shall commence within 12 hours of completion of the final reamer pass, unless otherwise approved by the OWNER. If pullback does not start within 12 hours and the OWNER or CONTRACTOR has reason to suspect that the reamed hole is not ready to accept the casing pipe, the CONTRACTOR shall conduct additional reamer passes to attempting pullback at no cost to the OWNER. Once the CONTRACTOR has begun pullback operations, installation shall not cease until pullback operations are completed.
- C. If pullback is not successful, the CONTRACTOR shall repeat efforts to drill the bore hole. If the pipe becomes lodged in the bore hole during pullback and cannot be recovered, the CONTRACTOR shall seal the pipe and existing drilled hole, at the approval of the OWNER. The CONTRACTOR shall bear all costs of re-drilling, furnishing, and hauling replacement pipe, fusion welding, and pressure testing to replace any pipe that is not retrieved from an unsuccessful pullback.

3.6 TESTING

- A. Testing of pipe shall comply with the Contract Documents and Drawings.

3.7 RECORD KEEPING

- A. The CONTRACTOR shall maintain a daily project log of drilling operations and a guidance system log with a copy available to the OWNER at the completion of the project.
- B. The CONTRACTOR shall record the guidance system data during the actual crossing operation. Furnish "as-built" plan and profile drawings based on these recordings showing the actual location horizontally and vertically of the installation at a minimum of 10-foot intervals, and all utility facilities found during the installation. Certify the guidance data.

END OF SECTION

A p p e n d i x A

Permits



RIGHT-OF-WAY CONSTRUCTION PERMIT

ISSUE DATE: 06/04/2024	PERMIT #: ENGR24-0160	
ABUTTING SITE ADDRESS: 1101 RIVERSIDE DRIVE	ABUTTING PARCEL #:	P26152
PERMIT EXPIRATION: 06/04/2025	SITE ADDRESS:	1101 RIVERSIDE DRIVE
OWNER: UTW INVESTMENT LLC 5301 EVERGREEN WAY EVERETT, WA 98203	CONTRACTOR: SKAGIT PUBLIC UTILITY DISTRICT NO. 1 1415 Freeway Dr MOUNT VERNON, WA 98273 360-848-4440 CONTRACTOR LICENSE #: N/A	

THIS PERMIT AUTHORIZES THE BELOW DESCRIBED WORK:
 Install 2" HDPE fiber optic conduit via HDD from Alder Lane, under Riverside Drive and BNSF Crossing to PUD easement

CONDITIONS AND COMMENTS APPLICABLE TO THIS PERMIT:

1. All elements of the traffic control plan (TCP) provided are required to meet MUTCD standards relevant to the plans submitted. Any deviations from the submitted plan are the sole responsibility of the applicant. If, after the permit has been issued, it is found that the TCP has deficient elements or is not compliant with MUTCD standards, it is the applicant's sole responsibility to adjust the TCP for compliance with MUTCD guidelines.
2. Erosion and Sediment control BMP's shall be in place and inspected prior to commencing any construction activity.
3. If ADA components are disturbed as a part of construction, then any associated ADA components shall be replaced entirely.
4. Contractor is required to give City at least 24 hours advance notice before construction begins for traffic noticing purposes. Contact DS-Engineering@mountvernonwa.gov or 360.336.6214

This permit is issued by the Development Review Engineer and shall expire and become null and void if the work authorized by this permit is not commenced within one (1) year from the date of permit issuance. All work is required to comply with the City's municipal code and Engineering Standards, the WA State Department of Transportation Standard Specifications for Roads, Bridges and Municipal Construction.

By signing this permit I certify all work within the right-of-way will be completed by a licensed contractor. I understand that Labor & Industries provides information regarding contractor registration laws (RCW 18.27.110).

By signing this permit I acknowledge I have been made aware that:

1. All inspections must be requested over the Permit Portal.
2. I am responsible for having all utilities located prior to construction activities commencing.
3. Compliance with all applicable laws is the responsibility of the contractor and property owner completing the work authorized with this permit.
4. The City is not responsible for, and does not authorize work required to comply with Federal, State, County or other local laws, permits or mandates that the City does not have jurisdiction over.
5. All contractors and utilities must notify the City inspector prior to beginning any work. If the work requires any lane or street closures, the City inspector must be notified at least 72 hours prior to the scheduled work, so that proper public notice can be issued.

Any person engaged in ground disturbing activity who encounters or discovers historical and/or archeological materials in or on the ground shall:

1. Immediately cease any activity which may cause further disturbance;
2. Make a reasonable effort to protect the area from further disturbance; and,
3. Report the presence and location of the material to the proper authorities in the most expeditious manner possible.

I declare under penalty of perjury under the laws of the State of Washington that all of the statements and answers contained in the materials provided to the City allowing this permit to be issued, is in all respects true, correct, and complete to the best of my knowledge and belief. By affixing my signature below, I certify that I am the owner, or am acting as the Owner's authorized agent and I will ensure all provisions of laws and ordinances governing the type of work this permit includes will be complied with whether specified herein or not, including calls for inspections.

When signed and dated below, this is your permit. Permission is hereby given to do the above-described work, according to the conditions hereon and according to the approved plans and specifications pertaining thereto, subject to compliance with the ordinances of the City of Mount Vernon.

BY SIGNING BELOW I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY ITS TERMS.

Signature of Owner

Date



Development Review Engineer Signature

06/04/2024

Date



DEVELOPMENT SERVICES

910 Cleveland Avenue
Mount Vernon, WA 98273
(360) 336-6214 -- Office

RIGHT OF WAY PERMIT - CONSTRUCTION PROJECTS INSPECTION RECORD

ISSUE DATE: 06/04/2024	PERMIT TYPE: Right of Way Permit - Construction Projects	PERMIT #: ENGR24-0160
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THIS PERMIT AUTHORIZES THE BELOW DESCRIBED WORK:

Install 2" HDPE fiber optic conduit via HDD from Alder Lane, under Riverside Drive and BNSF Crossing to PUD easement

INSPECTIONS REQUIRED FOR THIS PERMIT

INSPECTION	STAFF	DATE	COMMENTS
1. JOB START			
2. TRAFFIC CONTROL			
3. UTILITY TRENCH - DRY UTILITY			
4. ASPHALT COMPACTION			
5. FINAL INSPECTION - ENGINEERING			



Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131
817-352-1035

September 27, 2023

Public Utility District No. 1 of Skagit County
Attention: Ms. Wendy LaRocque
1415 Freeway Drive
Mount Vernon, WA 98273

23W-17995

Dear Ms. LaRocque:

Enclosed please find one (1) fully executed Communication License Agreement. A copy of the executed agreement must be available upon request at the job site as authorization to do the work. ***Please contact BNSF's Scheduling Agent at wilsoncompany.utility.ic@wilsonco.com or 816-556-3624 at least fifteen (15) days in advance of entry and BEFORE YOU DIG, CALL (800) 713-3599 (option 1).***

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

No encroachment above, below or on BNSF Right-of-Way will be allowed without the presence of an Inspector Coordinator and Flagman. You must contact BNSF's Scheduling Agent to arrange for those services. The scheduling agent may be contacted at wilsoncompany.utility.ic@wilsonco.com or 816-556-3624. The installation contractor must comply with all applicable sections of this agreement, including the requirements of section 16 regarding safety requirements prior to encroaching on BNSF Right-of-Way. The installation contractor must present and maintain a copy of the executed agreement on site for the duration of the installation activities.

Please note that a copy of the executed agreement must be available upon request at job site(s) allowing authorization to do the work.

If you need additional information, please contact me at (817) 352-1035.

Sincerely,

Katie Robles
Manager Permits

Enclosure

cc: wilsoncompany.utility.ic@wilsonco.com
Karl Jay - BNSF Roadmaster – Karl.Jay@bnsf.com

**LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE,
AND/OR FIBER OPTIC LINE ACROSS OR ALONG RAILWAY PROPERTY**

THIS LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE AND/OR FIBER OPTIC LINE ("License") is made to be effective October 4th, 2023 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY**, a Washington corporation ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**") a communication line, television cable, and/or a fiber optic line containing a maximum of one (1) conduit, together with all conductors and their supporting or containing structures (collectively, the "**Communication Line**"), across or along Licensor's rail corridor at or near the station of Mount Vernon, County of Skagit, State of Washington, Line Segment 0050, Mile Post 68.86 as shown on the attached Drawing No. 88362, dated July 13, 2023, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**"). Licensee warrants that it has exercised due care in establishing the Drawings and Specifications and has conducted testing and carefully assessed the design process to conclude that the risks associated with using and operating the Communication Line as intended by Licensee will not pose any unreasonable risks to Licensor or to the Premises.
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Communication Line in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3,700.00) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Communication Line, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall

bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Communication Line) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Communication Line, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Communication Line as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Communication Line, or the construction of a new line to replace the Communication Line. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Communication Line promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Communication Line.**

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster, Karl Jay at Karl.Jay.@bnsf.com, telephone 360-922-1401, at least ten (10) business days prior to installation of the Communication Line and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.

11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Communication Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Communication Line, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Communication Line in such a manner and of such material that the Communication Line will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Communication Line shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Communication Line or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Communication Line at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Communication Line by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Communication Line, it being solely Licensee's responsibility to ensure that the Communication Line is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles on the Premises, if any, and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to with fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.

- 11.9 Licensee shall, at its sole cost and expense, construct and at all times maintain the Communication Line in accordance with the National Electric Code. The use of a rail mounted cable plow to install the Communication Line is strictly prohibited unless advance written approval is granted by Licensor, which approval Licensor may grant or withhold in its sole and absolute discretion. Unless otherwise specified, all underground line shall be installed at least forty-eight (48) inches below grade level.
- 11.10 When approved in advance by Licensor, for any horizontal directional drilling ("HDD") the Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line by contacting Licensor's Telecommunications, currently at 1-800-713-3599, option 1, Helpdesk at least thirty (30) business days prior to installation of the Communication Line. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY**

INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.

- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:
- 15.1 Commercial General Liability "CGL" Insurance.
- a. The policy will provide a minimum of \$2,000,000 per occurrence and an aggregate limit of at least \$4,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
 - b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing operations and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
 - c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
 - d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.
- 15.2 Business Automobile Insurance
- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
 - b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor;
- Additional insured endorsement in favor of and acceptable to Licensor;
- Separation of insureds;
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance

- a. The policy will provide coverage of all employees performing any part of the work or services including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Communication Line. **THE CONSTRUCTION OF THE COMMUNICATION LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Communication Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$506.00.

- Licensee **elects** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Other Requirements:

15.5.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.5.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives

its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.5.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.5.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.5.5 Prior to entering the Premises or commencing the services or work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.5.6 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.5.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.5.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.5.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.5.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.5.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.5.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.5.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.5.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.5.15 In the event of a claim or lawsuit involving Licensor arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to Licensor.

15.5.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, Licensor requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensor.

15.5.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services performed under this License is performed.

15.5.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance and use of the Communication Line and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Communication Line and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Communication Line in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by

Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on the Premises. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Communication Line which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE COMMUNICATION LINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Communication Line or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
- 23.5 Licensee agrees not to assert that termination of this License is a discontinuance in service that requires prior approval by the FCC and represents and warrants that it has redundant facilities that would allow it to continue the provision of service after termination of this License.
24. **Surrender of the Premises.**
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Communication Line and all appurtenances thereto, or, at the sole discretion of Licensor, appropriately decommission the Communication Line with a method satisfactory to Licensor;

- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Communication Line and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Communication Line and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Communication Line and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Communication Line and the other Improvements to Licensor for no additional consideration at no additional cost.

MISCELLANEOUS

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- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
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- 26.4 Licensor shall have the right to transfer or assign, in whole or part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131-2830
Attn: Senior Manager Real Estate
- If to Licensee: Public Utility District No. 1 of Skagit County
1415 Freeway Drive
Mount Vernon, WA 98273
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29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
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to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

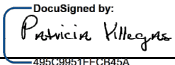
END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131


By:  _____
485C9951FFCB45A...

Title: Vice President, Permits _____

Date: 9/27/2023 _____

LICENSEE:

Public Utility District No. 1 of Skagit County, a Washington corporation

By:  _____
E408A5E4798D48E...

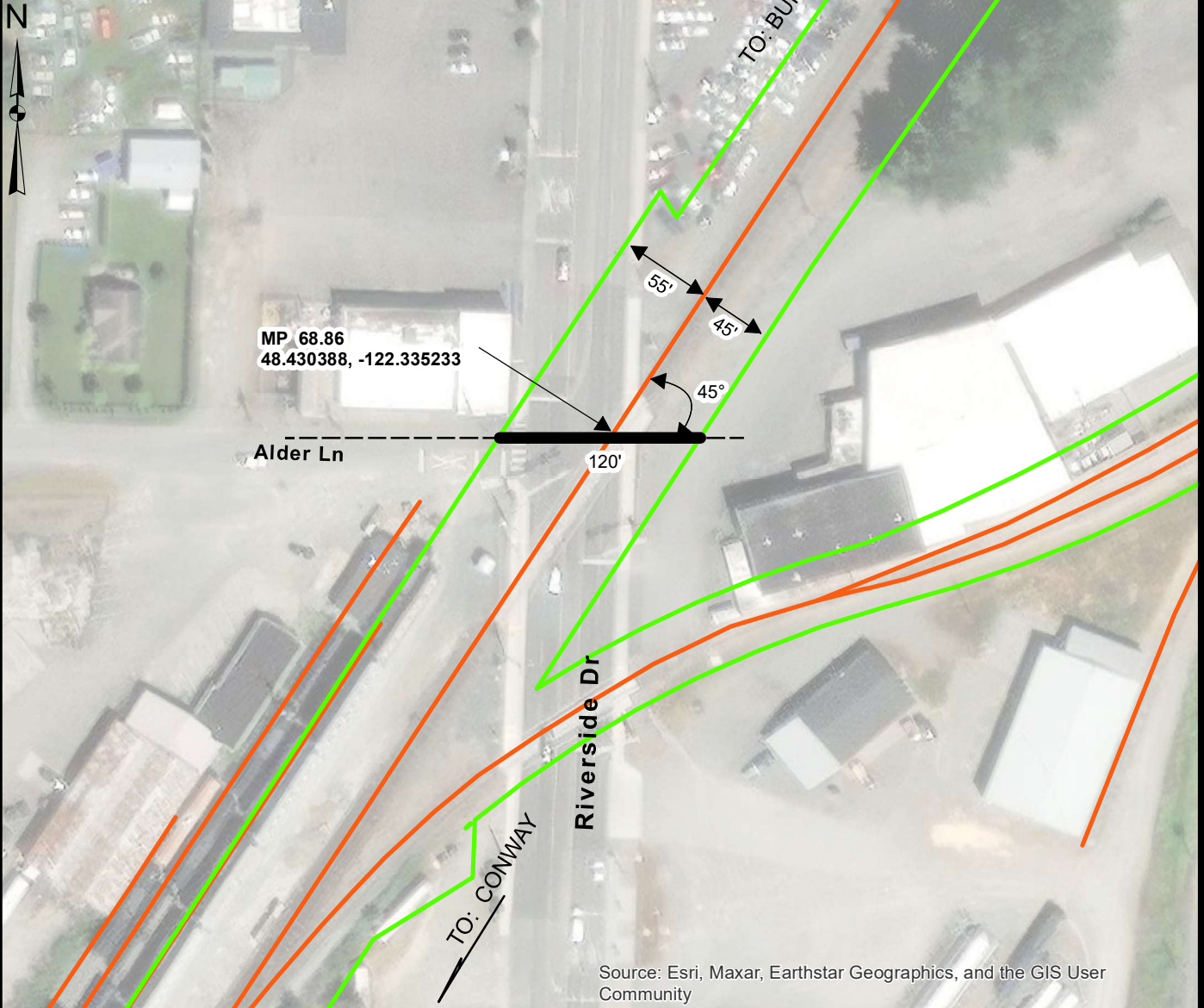
Title: Engineering Manager _____

Date: 7/17/2023 _____

EXHIBIT "A"

SCALE: 1 IN = 100 FT
 NORTHWEST DIV.
 BELLINGHAM SUBDIV.
 L.S. 0050 MP: 68.86
 DATE: 7/13/2023

SECTION: 18
 TOWNSHIP & RANGE:
 34N 4E
 MERIDIAN: WILLM



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

NOTE:
 1-4" HDPE CONDUIT W/
 1-1" STEEL INNERDUCT
 1 OCCUPIED W/
 1 FIBER OPTIC CABLE
 0 VACANT

DESCRIPTION OF WIRES UNDER TRACK
 WIRES LOCATED AS SHOWN BOLD

TYPE	FIBER OPTIC	SIZE OF CONDUIT	4"
NUMBER OF CONDUITS	1	CONDUIT MATERIAL	HDPE SDR-11
VOLTAGE	-	WALL THICKNESS	0.409"
		LENGTH ON R/W	120'
		BASE OF RAIL TO TOP OF CONDUIT	20'

NOTE: CONDUIT TO BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL

MOUNT VERNON
 COUNTY OF SKAGIT

STATE OF WA

CJK

A p p e n d i x B

Inadvertent Discovery Plan



1415 Freeway Drive
Mount Vernon, WA 98273-1436

tel: (360) 424-7104

www.SkagitPUD.org

"Owned by the people we serve."

Contractor Inadvertent Discovery Plan

I. Protocol

In the event that human remains and/or cultural or archaeological resources (see section II below) are encountered during the course of project construction, the following actions shall be taken:

- A. The contractor shall immediately stop work at and adjacent to the site of discovery, call back all haul trucks in transit containing loads of site soils, move any land-altering equipment to a reasonable distance from the discovery, completely secure the site, and contact Skagit PUD.
- B. If the discovery consists of cultural or archaeological items that do not include human remains, Skagit PUD shall notify the following parties:
 - 1) A professional archaeologist
 - 2) The Department of Archaeology and Historic Preservation (DAHP) (Rob Whitlam 360-890-2615)
 - 3) Swinomish Indian Tribal Community (Josephine Jefferson, 360-466-7352)
 - 4) Upper Skagit Tribe (Scott Schuyler, 360-982-8218)
 - 5) Samish Indian Nation (Jackie Ferry, 360-726-3399)
 - 6) Stillaguamish Tribe (Kerry Lyste, 360-657-3687 ext. 14)

If the discovery consists of human remains, the District shall immediately contact the following parties:

- 1) The Skagit County Sheriff's Department (non-emergency line: 360-416-1911) and the Skagit County Coroner, (Hayley L. Thompson 360-416-1996) to determine if the remains are forensic in nature.
 - 2) If the remains are not forensic in nature, Skagit PUD shall contact DAHP (Rob Whitlam 360-890-2615 and Lance Wollwage 360-890-2616); who will take the lead on determining the appropriate method of treatment for the remains and will consult with the affected tribes.
- C. Skagit PUD shall issue a written order to the contractor to cease all construction operations at the location of the potential cultural resources find. The order shall contain the following:

- 1) A clear description of the work to be suspended.
- 2) Any instructions regarding issuance of further orders by the contractor for material services.
- 3) Guidance as to action to be taken on the subcontracts.
- 4) Any suggestions to the contractor as to minimization of its costs.
- 5) Estimated duration of the temporary suspension.

The work suspension order shall be effective until such time as a qualified archaeologist can be called by Skagit PUD to assess the significance of the potential cultural resources and make recommendations to the State Historical Preservation Officer. If the archaeologist, in consultation with the State Historic Preservation Officer, determines that the potential find is a significant cultural resource, Skagit PUD shall extend the duration of the work suspension order, in writing, and the contractor shall suspend work at the location of the find.

II. Protected Cultural or Archaeological Resources

Cultural material that may be protected by law could include but is not limited to:

- Buried layers of black soil with layers of shell, charcoal, and fish and/or mammal bones.
- Buried cobbles that may indicate a hearth feature;
- Non-natural sediment or stone deposits that may be related to activity areas of people;
- Stone, bone, shell, horn, or antler tools that may include projectile points, scrapers, cutting tools, wood working wedges or axes, and grinding stones;
- Stone tools or stone flakes;
- Perennially damp areas may have preservation conditions that allow for remnants of wood and other plant fibers; in these locations there may be remains including fragments of basketry, weaving, wood tools, or carved pieces; and
- Human remains.

A p p e n d i x C

Soil Resource Report



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Skagit County Area, Washington

Fiber Optic: BNSF Railroad Crossing



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

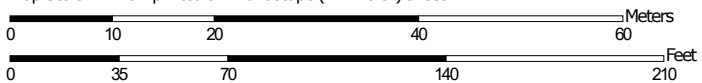
Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map




Map Scale: 1:740 if printed on A landscape (11" x 8.5") sheet.




Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84


MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)




















Soils







 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Skagit County Area, Washington
 Survey Area Data: Version 23, Aug 29, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 14, 2022—Sep 1, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
20	Bow-Urban land complex, 0 to 8 percent slopes	2.1	82.8%
152	Urban land-Mt. Vernon-Field complex	0.4	17.2%
Totals for Area of Interest		2.5	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

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onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Skagit County Area, Washington

20—Bow-Urban land complex, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2hv1
Elevation: 0 to 450 feet
Mean annual precipitation: 20 to 60 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 150 to 220 days
Farmland classification: Not prime farmland

Map Unit Composition

Bow and similar soils: 60 percent
Urban land: 35 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bow

Setting

Landform: Terraces, hillslopes
Parent material: Volcanic ash, glaciolacustrine deposits, and glacial drift

Typical profile

H1 - 0 to 7 inches: gravelly ashy loam
H2 - 7 to 17 inches: very gravelly ashy loam
H3 - 17 to 31 inches: clay loam
H4 - 31 to 60 inches: silty clay

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: High (about 10.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Ecological site: F002XA007WA - Puget Lowlands Wet Forest
Forage suitability group: Seasonally Wet Soils (G002XN202WA)
Other vegetative classification: Seasonally Wet Soils (G002XN202WA)
Hydric soil rating: Yes

Description of Urban Land

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8
Hydric soil rating: No

Minor Components

Bellingham, undrained

Percent of map unit: 5 percent

Landform: Depressions

Other vegetative classification: Wet Soils (G002XN102WA)

Hydric soil rating: Yes

152—Urban land-Mt. Vernon-Field complex

Map Unit Setting

National map unit symbol: 2htf

Elevation: 10 to 50 feet

Mean annual precipitation: 32 to 40 inches

Mean annual air temperature: 50 degrees F

Frost-free period: 160 to 210 days

Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 40 percent

Mt. vernon and similar soils: 30 percent

Field and similar soils: 20 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Typical profile

H1 - 0 to 6 inches: variable

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8s

Hydric soil rating: No

Description of Mt. Vernon

Setting

Landform: Flood plains, natural levees

Parent material: Alluvium and volcanic ash

Typical profile

H1 - 0 to 10 inches: ashy very fine sandy loam

H2 - 10 to 29 inches: stratified ashy sand to very fine sandy loam

H3 - 29 to 60 inches: stratified fine sand to silt loam

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

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Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)

Depth to water table: About 24 to 48 inches

Frequency of flooding: Occasional

Frequency of ponding: None

Available water supply, 0 to 60 inches: High (about 10.2 inches)

Interpretive groups

Land capability classification (irrigated): 3w

Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: C

Ecological site: F002XA005WA - Puget Lowlands Moist Forest

Forage suitability group: Soils with Few Limitations (G002XN502WA)

Other vegetative classification: Soils with Few Limitations (G002XN502WA)

Hydric soil rating: No

Description of Field

Setting

Landform: Natural levees, flood plains

Parent material: Alluvium and volcanic ash

Typical profile

H1 - 0 to 13 inches: silt loam

H2 - 13 to 21 inches: silt loam

H3 - 21 to 40 inches: stratified sand to loamy fine sand

H4 - 40 to 60 inches: stratified sand to very fine sandy loam

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)

Depth to water table: About 24 to 60 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: High (about 10.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: B

Ecological site: F002XA005WA - Puget Lowlands Moist Forest

Forage suitability group: Seasonally Wet Soils (G002XN202WA)

Other vegetative classification: Seasonally Wet Soils (G002XN202WA)

Hydric soil rating: No

Minor Components

Mt. vernon

Percent of map unit: 10 percent

Hydric soil rating: No

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- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

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The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

DC 211CX

ENTERED WATER WELL REPORT

File Original and First Copy with Department of Ecology
Second Copy - Owner's Copy
Third Copy - Driller's Copy

Start Card No. 2788
UNIQUE WELL I.D. #

STATE OF WASHINGTON Water Right Permit No. 34/4/18R

(1) OWNER: Name City of Mt. Vernon Address 1024 Cleveland Ave, Mt. Vernon 98273

(2) LOCATION OF WELL: County Skagit SE 1/4 SE 1/4 Sec 18 T. 34 N. R. 4E W.M.

(2a) STREET ADDRESS OF WELL (or nearest address) 411 W Fir, Mt. Vernon

(3) PROPOSED USE: Domestic Industrial Municipal
 Irrigation Test Well Other
 DeWater

(10) WELL LOG or ABANDONMENT PROCEDURE DESCRIPTION
Formation: Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information.

(4) TYPE OF WORK: Owner's number of well (if more than one) ALW by ALW-1 - ALW-16
Abandoned New well Method: Dug Bored
Deepened Cable Driven
Reconditioned Rotary Jetted

MATERIAL	FROM	TO
<u>Top Dirt</u>	<u>0</u>	<u>8</u>
<u>Silty med Black Sand</u>	<u>8</u>	<u>28</u>
<u>Grey Clay</u>	<u>28</u>	<u>40</u>

(5) DIMENSIONS: Diameter of well 10 inches.
Drilled 40 feet. Depth of completed well 40 ft.

(6) CONSTRUCTION DETAILS:
Casing installed: 10 " Diam. from +1 ft. to 39 ft.
Welded " Diam. from _____ ft. to _____ ft.
Liner installed " Diam. from _____ ft. to _____ ft.
Threaded " Diam. from _____ ft. to _____ ft.

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Perforations: Yes No
Type of perforator used mach slot
SIZE of perforations 0.30 in. by 2 in.
_____ perforations from 40 ft. to 20 ft.
_____ perforations from _____ ft. to _____ ft.
_____ perforations from _____ ft. to _____ ft.

Screens: Yes No
Manufacturer's Name _____ Model No. _____
Type _____
Diam. _____ Slot size _____ from _____ ft. to _____ ft.
Diam. _____ Slot size _____ from _____ ft. to _____ ft.

Gravel packed: Yes No Size of gravel 3/8 -
Gravel placed from 40 ft. to 10 ft.

Surface seal: Yes No To what depth? _____ ft.
Material used in seal _____
Did any strata contain unusable water? Yes No
Type of water? _____ Depth of strata _____
Method of sealing strata off _____

(7) PUMP: Manufacturer's Name _____ H.P. _____
Type: _____

(8) WATER LEVELS: Land-surface elevation above mean sea level 25 ft.
Static level 9 ft. below top of well Date 5/31
Artesian pressure _____ lbs. per square inch Date _____
Artesian water is controlled by _____ (Cap, valve, etc.)

Work Started 5/27 19. Completed 6/6 1996

(9) WELL TESTS: Drawdown is amount water level is lowered below static level
Was a pump test made? Yes No If yes, by whom? _____
Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.
" " " " " "
" " " " " "

WELL CONSTRUCTOR CERTIFICATION:
I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

NAME Phil Riezenstein
(PERSON, FIRM, OR CORPORATION) (TYPE OR PRINT)
Address 2703 96th St S, Tacoma WA 98445
(Signed) Phil Riezenstein License No. 2066
(WELL DRILLER)

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)
Time Water Level Time Water Level Time Water Level

Date of test _____

Contractor's Registration No. 51EADK32502 Date 6/12 1996
(USE ADDITIONAL SHEETS IF NECESSARY)

Bailer test _____ gal./min. with _____ ft. drawdown after _____ hrs.
Airstest _____ gal./min. with stem set at _____ ft. for _____ hrs.
Artesian flow _____ g.p.m. Date _____
Temperature of water _____ Was a chemical analysis made? Yes No

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ENTERED

WATER WELL REPORT

File Original and First Copy with Department of Ecology
Second Copy - Owner's Copy
Third Copy - Driller's Copy

Start Card No. 22108

UNIQUE WELL I.D. #

STATE OF WASHINGTON

Water Right Permit No.

(1) OWNER: Name City of Mt. Vernon Address 1024 Cleveland Ave. Mt. Vernon, 99223

(2) LOCATION OF WELL: County Skagit 6E 1/4 SE 1/4 Sec 18 T. 34 N. R. 4E W.M.

(2a) STREET ADDRESS OF WELL (or nearest address) 411 W. Fir, Mt. Vernon

(3) PROPOSED USE: [] Domestic [] Industrial [] Municipal []
[] DeWater [] Test Well [] Other []

(10) WELL LOG or ABANDONMENT PROCEDURE DESCRIPTION

Formation: Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information.

(4) TYPE OF WORK: Owner's number of well (if more than one) 1-4
Abandoned [] New well [x] Method: Dug [] Bored []
Deepened [] Cable [] Driven []
Reconditioned [] Rotary [x] Jetted []

Table with columns MATERIAL, FROM, TO. Entries: Fill Dirt (0-18), Med-Fine Black Sand / 1/2" gravel (18-42), Grey Clay (42-50)

(5) DIMENSIONS: Diameter of well 10 inches.
Drilled 50 feet. Depth of completed well 50 ft.

(6) CONSTRUCTION DETAILS: Casing installed: 10" diam. from 11 ft to 49 ft.
Screens: Yes [] No [x]

Perforations: Yes [] No [x]
Type of perforator used Mach Slot
SIZE of perforations .030/.020 in. by 2 in.
perforations from 50 ft. to 10 ft.

Gravel packed: Yes [] No [x] Size of gravel 3/8"
Gravel placed from 50 ft. to 10 ft.

Surface seal: Yes [] No [x] To what depth?
Did any strata contain unusable water? Yes [] No [x]

(7) PUMP: Manufacturer's Name
Type: H.P.

(8) WATER LEVELS: Land-surface elevation above mean sea level ft.
Static level ft. below top of well Date
Artesian pressure lbs. per square inch Date

(9) WELL TESTS: Drawdown is amount water level is lowered below static level
Was a pump test made? Yes [] No [x] If yes, by whom?
Yield: gal./min. with ft. drawdown after hrs.

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)
Time Water Level Time Water Level Time Water Level
Date of test
Bailer test gal./min. with ft. drawdown after hrs.
Airtest gal./min. with stem set at ft. for hrs.
Artesian flow g.p.m. Date
Temperature of water Was a chemical analysis made? Yes [] No []

RECEIVED
JUN 18 1996
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Work Started 19. Completed 19

WELL CONSTRUCTOR CERTIFICATION:
I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

NAME Phil Riezenstein (PERSON, FIRM, OR CORPORATION) (TYPE OR PRINT)
Address 2703-96th St E, TACOMA WA 98445
(Signed) Phil Riezenstein License No. 2066 (WELL DRILLER)

Contractor's Registration No. SLEAD*325KD Date 6/12 1996

(USE ADDITIONAL SHEETS IF NECESSARY)

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The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

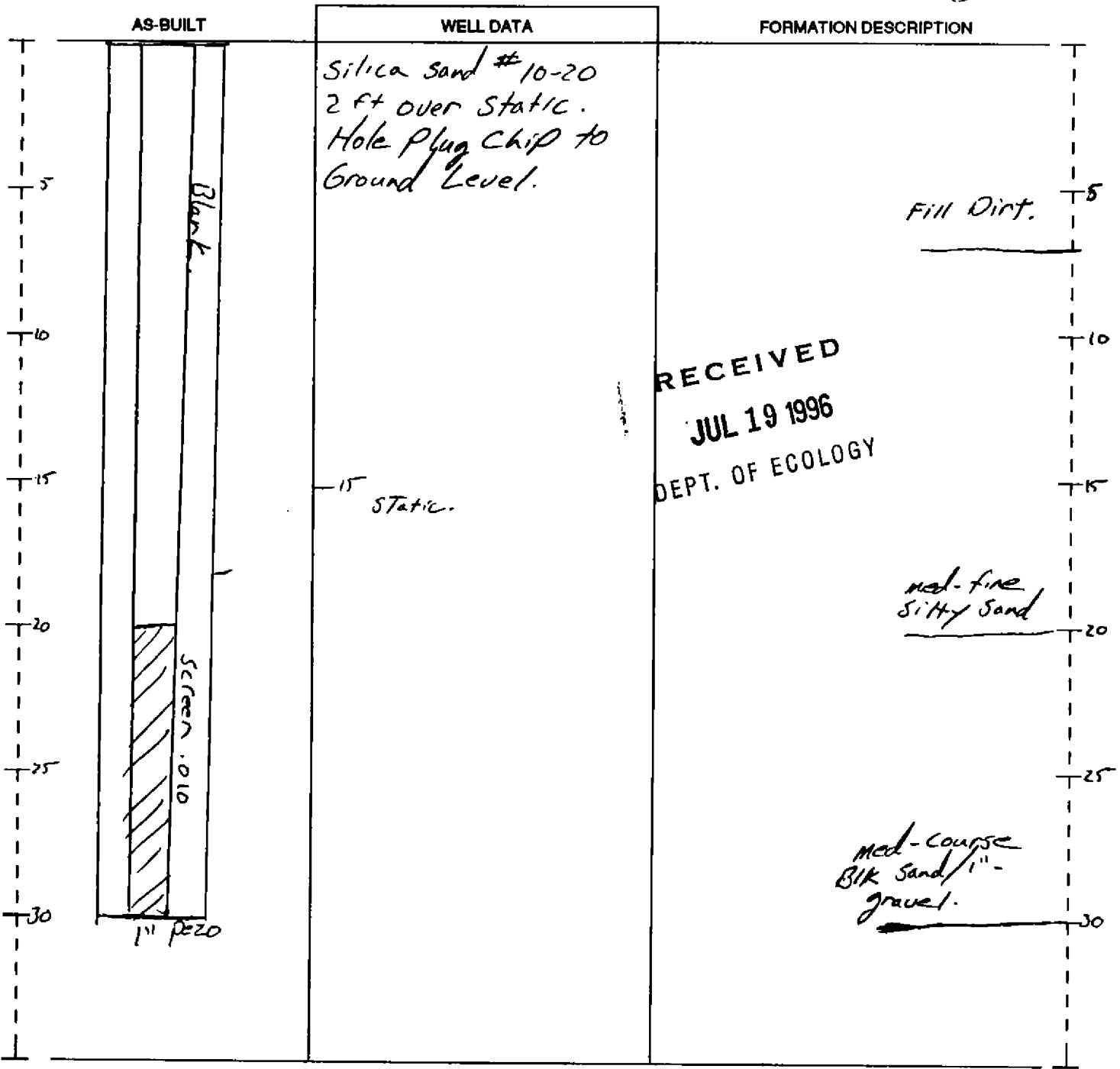
The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

RESOURCE PROTECTION WELL REPORT

START CARD NO. 00031

PROJECT NAME: City of Mt. Vernon, Ketchikan Cee.
 WELL IDENTIFICATION NO. _____
 DRILLING METHOD: 4" Hollow Stem.
 DRILLER: Phil Rizzistero
 FIRM: Stead's Construction Inc
 SIGNATURE: Phil Rizzistero 2066
 CONSULTING FIRM: _____
 REPRESENTATIVE: _____

COUNTY: Skagit
 LOCATION: 6E 1/4 SE 1/4 Sec 18 Twn 34N R 4E
 STREET ADDRESS OF WELL: 411 W. Fir St., Mt. Vernon
 WATER LEVEL ELEVATION: 15
 GROUND SURFACE ELEVATION: _____
 INSTALLED: 7/1/96
 DEVELOPED: 7/1/96
34-4E-18 R



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