

PUD NO. 1 OF SKAGIT COUNTY

JUDY RESERVOIR TO MOUNT VERNON TRANSMISSION PIPELINE PHASE 2

January 15, 2021

ADDENDUM NO. 2

To All Plan holders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the project bid documents for the Judy Reservoir to Mount Vernon Transmission Pipeline Phase 2 and shall have the same effect as if set forth therein. Receipt of this Addendum must be acknowledged on your Bidder's Proposal form. Failure to acknowledge receipt of this Addendum may result in your bid proposal being disqualified.

GENERAL CLARIFICATIONS

VOLUME 1 ITEMS – SPECIFICATIONS

A. SUPPLEMENTARY INSTRUCTIONS – 2

Delete “General Contractor &” from the title to item Number 1. under 1.02, A of the Required Supplemental Bidder Responsibility Criteria as shown below.

1. **General Contractor & Prime Bidder:** Within ten (10) years prior to Bid opening, the Prime Contractor must have completed at least three (3) projects that included the installation of a coated and lined welded steel pipeline with a minimum diameter of 24-inches and a minimum length of 1,000 feet or at least (3) projects that included the installation of a steel bridge with a single span of a minimum of 150 feet and H20 loading.

The Prime Contractor may be the same entity as the pipeline contractor and/or the bridge contractor.

B. SUPPLEMENTARY INSTRUCTIONS – 2

Remove item Number 2. under 1.02, A of the Required Supplemental Bidder Responsibility Criteria as shown below.

- ~~2. **General Contractor & Prime Bidder's Project Manager:** Within ten (10) years prior to Bid opening, the General Contractor & Prime Bidder's Project Manager for the Project must have completed at least three (3) projects as the project manager or project superintendent. Each of these projects must have included the installation of a welded steel pipeline with a minimum diameter of 24 inches and a minimum length of 1,000 feet or at least (3) projects that included the installation of a steel bridge with a single span of a minimum of 150 feet.~~

All other criteria remain as originally included.

C. PROPOSALS-1 – BIDDER’S CHECKLIST

Remove items Number 5 and 6 from the Bidders checklist as shown below.

- ~~5. EPA 6100-4 DBE Sub Contractor Utilization Form~~
- ~~6. EPA 6100-3 DBE Sub Contractor Performance Form~~

All other items on the bidders checklist are required.

D. PROPOSALS-5

The bid item quantity and description for bid item 46 shall be modified as shown below:

46	Slope Trench Drain System Station 278+05 to Station 286+50	850	LF	\$	\$
46	Slope Trench Drain System Station 273+15 to Station 285+70	1,255	LF	\$	\$

E. PROPOSALS-6

The bid item quantities for bid items 83, 84 & 85 shall be modified from 3 EA, 13 EA and 34 EA to 7 EA, 7 EA and 17 EA as shown below:

83	Furnish and Install 1" AVAR Assembly	3	EA	\$	\$
84	Furnish and Install 2" AVAR Assembly	13	EA	\$	\$
85	Furnish and Install 4" AVAR Assembly	34	EA	\$	\$
83	Furnish and Install 1" AVAR Assembly	7	EA	\$	\$
84	Furnish and Install 2" AVAR Assembly	7	EA	\$	\$
85	Furnish and Install 4" AVAR Assembly	17	EA	\$	\$

F. PROPOSALS-14 through 17

The following EPA forms are suspended by EPA and are not required for this project:

- PROPOSALS – 14 & 15 EPA Form 6100-3 (DBE Subcontractor Performance Forms)
- PROPOSALS – 16 & 17 EPA Form 6100-4 (DBE Subcontractor Utilization Forms)

G. 00950 - STATE AND FEDERAL FUNDING REQUIREMENTS

Remove specification section 00950 in its entirety (00950-1 through 00950-32) and replace with the revised 00950 – State and Federal Funding Requirements as included in this Addendum attached hereto.

H. 01025 – 8 MEASUREMENT AND PAYMENT ITEM 36 CORRECTION

Remove the following bid item description from 01025-8 MEASUREMENT AND PAYMENT:

ITEM 36. FURNISH 36-INCH STEEL PIPE, 1/2" WALL WITH LINING AND COATING

- C. Measurement for payment for furnishing 36-inch steel pipe, 1/2" wall with lining and coating shall be based upon the number of linear feet of said pipe actually furnished as determined by horizontal measurement along the pipe centerline.
- D. Payment for furnishing 36-inch steel pipe, 1/2" wall with lining and coating shall be made at the unit price per linear foot named in the Bid Schedule. Price shall constitute full compensation for furnishing pipe including linings and coatings, attached fittings, flanges, appurtenances, and are properly stored, protected, and insured against loss or damage, in accordance with the Contract Documents.

Replace bid item 36. with the following bid item description:

ITEM 36. FURNISH 36-INCH STEEL PIPE, 1/2" WALL WITH LINING AND COATING

- A. Measurement for payment for furnishing 36-inch steel pipe, 1/2" wall with lining and coating shall be based upon the number of linear feet of said pipe actually furnished as determined by horizontal measurement along the pipe centerline.
- B. Payment for furnishing 36-inch steel pipe, 1/2" wall with lining and coating shall be made at the unit price per linear foot named in the Bid Schedule. Price shall constitute full compensation for furnishing pipe including linings and coatings, attached fittings, flanges, appurtenances, and are properly stored, protected, and insured against loss or damage, in accordance with the Contract Documents.

I. 01025 – 10 MEASUREMENT AND PAYMENT ITEM 46 CORRECTION

Revise bid item #46 stationing range from 278+00 to 286+50 to 273+15 to 285+70 as shown below:

~~ITEM 46. SLOPE TRENCH DRAIN SYSTEM STATION 278+00 TO STATION 286+50~~

ITEM 46. SLOPE TRENCH DRAIN SYSTEM STATION 273+15 TO STATION 285+70

J. 01025 – 11 & 12 MEASUREMENT AND PAYMENT ITEMS 53 & 54 CORRECTION

Remove "trench plugs" from the descriptions of bid items #53 & 54,

**ITEM 53. FURNISH AND INSTALL SEISMIC RESISTANT HARNESS COUPLINGS
STATIONS 198+05, 201+75, 205+50, & 209+25**

Judy Reservoir to Mount Vernon
Transmission Pipeline Phase 2

MEASUREMENT AND PAYMENT

01025 - 11

Issued for Bidding
November 23, 2020

- A. Measurement for ~~trench-plugs~~ shall be per each based upon the number of seismic resistant harness couplings installed.
- B. Payment for ~~trench-plugs~~ shall be made at the unit price named in the Bid Schedule. Price shall constitute full compensation for furnishing and installing each seismic resistant harness coupling.

**ITEM 54. FURNISH AND INSTALL SEISMIC RESISTANT DOUBLE BALL JOINT
FITTINGS STATIONS 212+93 AND 213+53**

- A. Measurement for ~~trench-plugs~~ shall be per each based upon the number of trench plugs installed.
- B. Payment for ~~trench-plugs~~ shall be made at the unit price named in the Bid Schedule. Price shall constitute full compensation for furnishing and installing each seismic resistant double ball joint fitting.

and replace with the correct item references as shown below:

**ITEM 53. FURNISH AND INSTALL SEISMIC RESISTANT HARNESS COUPLINGS
STATIONS 198+05, 201+75, 205+50, & 209+25**

Judy Reservoir to Mount Vernon
Transmission Pipeline Phase 2

MEASUREMENT AND PAYMENT

01025 - 11

Issued for Bidding
November 23, 2020

- A. Measurement for furnish and install seismic restraint harness couplings shall be per each based upon the number of seismic resistant harness couplings installed.
- B. Payment for furnish and install seismic restraint harness couplings shall be made at the unit price named in the Bid Schedule. Price shall constitute full compensation for furnishing and installing each seismic resistant harness coupling.

**ITEM 54. FURNISH AND INSTALL SEISMIC RESISTANT DOUBLE BALL JOINT
FITTINGS STATIONS 212+93 AND 213+53**

- A. Measurement for furnish and install seismic resistant double ball joint fittings shall be per each based upon the number of seismic resistant double ball joint fittings installed.
- B. Payment for furnish and install seismic resistant double ball joint fittings shall be made at the unit price named in the Bid Schedule. Price shall constitute full compensation for furnishing and installing each seismic resistant double ball joint fitting.

K. 01060 – 3 PERMITS AND REGULATORY REQUIREMENTS AND EASEMENTS

Add the following section 01060-1.3.D

8. Skagit County Building Permit # BP20-0503 for District Field Office and Contractor’s Field Office

- a. Reference the District Field Office plan included in specification section 01520. The perimeter fencing shown as non-bold has been installed by District crews. The fencing shown in bold will be installed by the contractor. This includes the temporary livestock fencing and gates surrounding the existing structures including the temporary field offices. This also includes the temporary livestock fence isolating Wetland B from the pasture as required per Skagit County’s Protected Critical Area (PCA) AF#200901220075.

L. 01060 – 3 PERMITS AND REGULATORY REQUIREMENTS AND EASEMENTS

Delete the entire section 01060-1.3.E PERMITS: “The District will acquire the following permits:”

- ~~E. The District will acquire the following permits:~~
 - ~~1. Skagit County Right of Way/Utility Permit.~~
 - ~~2. Skagit County Floodplain Development Permit.~~
 - ~~3. Skagit County Building Permit.~~
 - ~~4. Skagit County Clearing and Grading Permit.~~
 - ~~5. Skagit County Building Permit for District Field Office and Contractor’s Field Office. (Included in Appendix A)~~
 - ~~6. WSDOT SR 9 and SR 538 Construction Access Permit, MP 2.75 to MP 2.79.~~

M. 01060 – 8 PERMITS AND REGULATORY REQUIREMENTS AND EASEMENTS

Add the following to the table under section 01060-1.6 A EASEMENTS AND PRIVATE ACCESS AGREEMENTS

P109241 P24693 P24540 P24500 P109916	Skagit County	Permanent	202012100148	NA
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N. 01060 – 9 PERMITS AND REGULATORY REQUIREMENTS AND EASEMENTS

Add the following to the table under section 01060-1.6.B EASEMENTS AND PRIVATE ACCESS AGREEMENTS containing additional easement requirements.

P24804 P24892 P131295 P131296	Skagit Land Trust	As an amendment to the provision in the Temporary Construction Easement, provide restoration monitoring quarterly for the first year and annually for the second year. A total of two years planting maintenance is included in this contract per 02900. All other TCE provisions apply. The remaining three years as per the TCE shall be completed under a separate contract by the District.
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O. 01060 – 9 PERMITS AND REGULATORY REQUIREMENTS AND EASEMENTS

Revise 01060-1.6.C.1 by deleting the struck out items and adding the additional language as shown as item 2. below:

- C. The following lists easement and private access agreement terms and conditions which are not the responsibility of the Contractor:
- ~~1. Parcels P24743 and P24742 (Dorothy M. Lundvall):~~
 - ~~a. Removal of briars and installation of fencing.~~
 - ~~b. Cutting and mulching all existing encroaching blackberry vines and brush.~~
 - ~~c. Installation of property owner furnished fencing.~~
 2. Parcels P24892, P131295 and P131296 (Skagit Land Trust):
 - a. Restoration monitoring quarterly for the first year and annually for the remaining four years of the agreed to five-year maintenance period. The restoration planting maintenance includes controlling invasive species and replacement of dead plants for the five-year period beginning upon the initial restoration planting. The agreed upon survival rate at the end of the five-year maintenance period is 80% of the initial planting. Contractor is required to monitor and maintain plantings per the following below but is not responsible for time frame beyond these durations:
 - Areas Located Outside of Wetlands: Provide maintenance for at least one year (plant establishment period) after Initial Acceptance of Planting.
 - Wetlands: Provide maintenance for the plant establishment period and at least two years after Substantial Completion.

Delete 01060-1.6.D in its entirety as shown below:

- ~~D. The District will acquire the following easements and private access agreements:~~
- ~~1. Skagit County Parcels P24500, P24539, P24540, P24693, P109241, and P109916.~~

P. 01060 – 10 PERMITS AND REGULATORY REQUIREMENTS AND EASEMENTS

Delete 01060-1.8.A in its entirety as shown below:

1.8 UTILITY CONSENT AGREEMENTS

- ~~A. The Contractor will acquire the following utility consent agreements:~~
- ~~1. Bonneville Power Administration.~~

Add Bonneville Power Administration (BPA) to 01060-1.8.B as shown below:

- B. The District has acquired the following utility consent agreement included in Appendix C:
1. Williams Northwest Pipeline Co (Williams).
 2. Puget Sound Energy (PSE)
 3. **Bonneville Power Administration (BPA)**

Q. 01060 – *Table A – Permits Obtained (or to be Obtained) by the District*

Revise the following information in table A (*Permits Obtained (or to be Obtained) by the District*) as shown in bold below:

Agency/Jurisdiction	Permit Name	Permit #	Issued Date	Effective Date	Expiration Date
U.S. Army Corps of Engineers	Section 10/404 Permit	NWS-2018-573	05/27/2020	05/27/2020	05/27/2025
Washington Dept. of Fish and Wildlife	Hydraulic Project Approval	2020-4-213+01	03/26/2020	06/15/2021	09/30/2022
Washington Dept. of Ecology	Section 401 Water Quality Certification	NWS-2018-573	08/04/2020	08/04/2020	05/27/2025
	NPDES Construction Stormwater General Permit	WAR308653	11/18/2020	01/01/2021	12/31/2025
Skagit County	Administrative Special Use Permit	PL19-0248	06/11/2020	07/31/2020	07/31/2025
	Shoreline Substantial Development Permit	PL19-0249	06/11/2020	07/31/2020	07/31/2025
	Shoreline Conditional Use Permit	PL19-0249	06/11/2020	07/31/2020	07/31/2025
	Right-of-Way/Utility Permit - Skagit County Public Works	PW20-0142	12/17/2020	12/17/2020	03/31/2022
	Trail Permit	PW19-0230	09/24/2019	09/26/2019	03/26/2022
	Floodplain Development Permit	FP20-0021	12/04/2020	12/11/2020	NA
	Building Permit - Bridge	BP20-2055	12/10/2020	12/11/2020	12/10/2023
	Building Permit – Temp Office	BP20-0503	10/23/2020	10/23/2020	10/23/2023
	Clearing and Grading Permit	BP20-0254	12/10/2020	12/11/2020	12/10/2023

R. 01195 – 7 PROTECTION AND MAINTENANCE OF EXISTING FACILITIES

Delete the reference to a utility consent agreement from Cascade Natural Gas from 01195-1.13.B as shown in bold below:

B. See Section 01060 for the utility consent agreements with Williams Northwest Pipeline ~~and Cascade Natural Gas.~~

S. 01313-1.5 E.1.a – 7 PROTECTION AND MAINTENANCE OF EXISTING FACILITIES

Revise 01313-1.5 E.1.a as shown below:

E. Property/Easement Constraints:

1. The project is contained within easements with private landowners. These easements are included in Appendix B. Specific timing restrictions are as follows:
 - a. Temporary construction easements terminate on either December 31, 2023, December 31, 2024 **or December 31, 2027**; see Section 01060.

T. 01520-1.3 B.1 – 7 PROTECTION AND MAINTENANCE OF EXISTING FACILITIES

Delete 01520-1.3 B.1:

B. Field office requirements:

- ~~1. Double section portable facility with a minimum of 1,152 square feet (24 feet by 48 feet). Any substitution to this will need to be submitted and approved by the District.~~

And replace 01520-1.3 B.1 with:

B. Field office requirements:

1. Double section portable facility with 1,440 square feet (24 feet by 60 feet) to match the approved building permit. Any substitution to this will need to be submitted and approved by the District. If approved, the Contractor will be responsible for any fees and resubmittal requirements from Skagit County to obtain a reissued building permit.

U. 01520-2 & 3 DISTRICT FIELD OFFICE

Refer to section 01520-1.3.B.4 - Correct the misspelling from “refridgerator” to “refrigerator”.

Revise section 01520-1.10.A by substituting “approved building permit (See Appendix A” for “attached structural foundation drawings.”

V. 02140-1 DEWATERING, SITE WATER DISCHARGE, AND DECOMMISSIONING OF PIEZOMETERS

Refer to section 02140-1.2 A.1.a – Revise the following from “On all shifts, use the firm(s) determined acceptable as part of Section 00305 in the bid evaluation” to “On all shifts, use the firms(s) determined acceptable as part of the required supplementary bidder responsibility criteria”.

W. 02150-1 BORED AND JACKED CASINGS

Refer to section 02150-1.2 A.1 – Revise the following from “Jacked Casing Contractor” to “Jack and Bore Contractor”.

Refer to section 02150-1.2 A.1.a – Revise the following from “On all shifts, use the firm(s) determined acceptable as part of Section 00305 in the bid evaluation” to “On all shifts, use the firms(s) determined acceptable as part of the required supplementary bidder responsibility criteria”.

X. 02227-1 CONSTRUCTION IN WETLANDS AND BUFFERS

Refer to section 02227-2.2 – delete “AND SODDING” from “HYDROSEEDING AND SODDING”.

Y. 02831-2 FENCING

Refer to section 02831-2.2.E – the “8” should be replaced with a “7” to indicate a seven foot high chain link fence.

Z. 15061 STEEL PIPE LINED AND COATED (AWWA C200 MODIFIED)

Refer to 15061-1.1-A.1.a - Replace “(CML/PUL)” with “(CML/PUC)”

Refer to 15061-1.3.N.1 - Replace “Butt Strap Joint Welds.” with “Butt Joint Welds”

Refer to 15061-2.3.A.9 - Add the following information to the end of 15061-2.3.A.9

“or spiral welded seams.” as shown below:

2.3 STEEL MATERIALS

- A. Steel for Cylinder and Fittings: Steel for pipe manufactured under the requirements of these Contract Documents shall satisfy the following requirements:
1. Minimum yield strength of 42,000 psi.
 2. Minimum tensile strength of 60,000 psi.
 3. Manufactured by a continuous casting process.
 4. Fully killed.
 5. Fine grain practice.
 6. Minimum elongation of 21 percent in a 2-inch gauge length.
 7. Steel shall be in accordance with ASTM A36 with minimum 42,000 psi tensile strength, ASTM A1011 or ASTM A1018 – Grade 36 Type 2, or Grade 40, Structural Steel or approved equal.
 8. The thickness tolerance specification referenced within each ASTM steel material specification listed above shall be enforced.
 9. Pipe used for HDD installations shall have a minimum wall thickness of 3/4" and have longitudinally welded seams (non-spiral weld) or spiral welded seams.

Refer to 15061-2.6.A - Delete 15061-2.6.A "POLYURETHANE COATING (SHOP-APPLIED) and replace with the following:

2.6 POLYURETHANE LINING & COATING (SHOP-APPLIED)

- A. Acceptable Products for Shop-Applied Lining & Coating Systems:
1. Corropipe II PW Off-white, by Madison Chemical Industries, Inc.
 2. DuraShield 210-61, by LifeLast, Inc.
 3. Or approved equal.
 - a. **DuraShield 110 is allowed as an approved equal to the specified DuraShield 210 for specified lining and coating locations with the following conditions: DuraShield 210 shall be used for the coating of the HDD segment. DuraShield 110 or 210 can be used as lining and must be NSF 61 certified. The coating associated with the E. Fork Nookachamps Bridge Crossing shall be receptive and compatible to the "weathered steel" provisions per 15061-2.7.A.**

VOLUME 2 ITEMS – APPENDICES

- A. Refer to WSDOT Franchise UF 11248C AM2 (SR 9 MP 51.21 - MP 51.23) Exhibit D Traffic Control Page 1 of 1 (Sheet 03T005)

Due to the notes not scanning clearly, substitute the following notes for those on the WSDOT Approved As Noted plan 03T005 dated 8-22-19.

1. All SIGNS ARE BLACK ON ORANGE
2. EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED
3. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
4. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS
5. ONLY ESSENTIAL MATERIALS SHALL BE ON WSDOT ROW DURING WORKING HOURS; NO EQUIPMENT OR MATERIALS SHALL BE ON WSDOT ROW DURING NON-WORKING HOURS.
6. ALL CHANNELIZING DEVICES SHALL BE TRAFFIC SAFETY DRUMS UNLESS OTHERWISE NOTED. ANY CHANNELIZING DEVICES USED DURING HOURS OF DARKNESS SHALL BE STEADY BURN TYPE C LIGHTS.

7. DURING NON-WORKING HOURS WORK AREA SHALL MEET CRITERIA IN WSDOT ST. SPEC 1-07.23; INCLUDING BUT NOT LIMITED TO "DROP OFF" PROTECTION.

8. ALL ("W" SERIES) SIGNS SHALL BE 48"x48" FLOURESCENT ORANGE UNLESS OTHERWISE NOTED

9. NOTIFY WSDOT 5 DAYS BEFORE STARTING WORK AT 206-440-4454. AT THE TIME OF WORK CALL WSDOT RADIO AT 206-440-4490 AT THE TIME OF CLOSURE AND AGAIN WHEN THE CLOSURE IS REOPENED.

B. PROJECT/PERMIT APPROVALS

Add the following item(s) to Appendix A attached hereto:

1. DOE Construction Stormwater General Permit – 11/18/20
2. Skagit County Right of Way Permitted Final Plans - Update 01060-12
3. Skagit County Trail Permit Expiration Extended to 03/26/22
4. Skagit County Floodplain Development Permit – Update 01060-12
5. Skagit County Building Permit - Bridge – Update 01060-12
6. Skagit County Clearing & Grading Permit – Update 01060-12
7. WSDOT Access Permit – Signature Page Approved – 12/09/20

C. PROJECT EASEMENT – SKAGIT COUNTY

Add the following item(s) to Appendix B attached hereto:

1. A- Skagit County Easement AF#202012100148

D. CONSENT AGREEMENT – BONNEVILLE POWER ADMINISTRATION (BPA)

Add the following item(s) to Appendix C:

1. C - BPA Consent Agreement

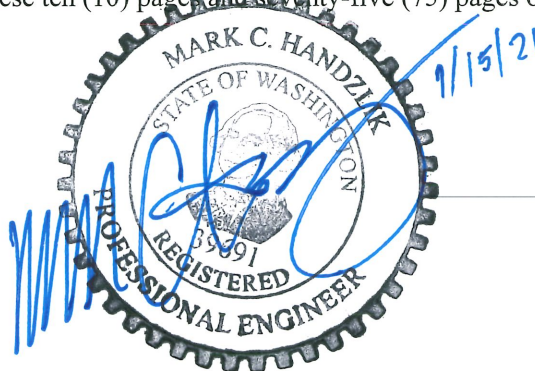
OTHER ITEMS

Addendum No. 2 - BIDDER QUESTIONS AND ANSWERS Attached hereto:

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 in the Bid Form. Bid Forms submitted without acknowledgement will be considered in non-conformance.

This Addendum consists of these ten (10) pages and seventy-five (75) pages of attachments for a total of eighty-five (85) pages.

Mark Handzlik, P.E.
PUD No.1 of Skagit County



SECTION 00950
STATE AND FEDERAL FUNDING REQUIREMENTS

1. General

Because this project is funded, in part, by the Washington State Department of Health Drinking Water State Revolving Fund through the Environmental Protection Agency (Federal) along with the Public Works Board (State), the following federal and state contracting provisions apply. The Contractor, as a condition of this contract, shall abide by the regulations and requirements listed herein. In the event of conflict with other conditions of this contract, these clauses shall take precedence.

During the performance of this contract, the contractor must comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington’s Law against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act. If the contractor fails or refuses to comply with any applicable nondiscrimination law, regulation, or policy, DOH may rescind, cancel, or terminate this contract in whole or in part, and declare the contractor ineligible for further contracts. The contractor shall, however, be given reasonable time to cure this noncompliance.

The contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under U.S. Environmental Protection Agency financial agreements. If the contractor fails to carry out these requirements, it is a material breach of this contract, which may result in contract termination.

All provisions within this specification section are required unless otherwise indicated:

2. Required Bid Submittals

The following submittals are required to be included on the bidder’s checklist and submitted with the bid proposal:

- Subcontractor and Supplier Listing—RCW 39.30.060 & Senate Bill 5457
- ~~EPA Form 6100-3 (DBE Subcontractor Performance Form) for all DBE subcontractors.~~
- ~~EPA Form 6100-4 (DBE Subcontractor Utilization Form)~~
(EPA 6100 Forms suspended by EPA and are not required)
- Complete Bidders List
- Certification of Compliance with Wage Payment Statutes
- Certification of Non-Segregated Facilities

3. Civil Rights

All contracts must include and comply with the following:

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794

No otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The Age Discrimination Act of 1975, 42 U.S.C. § 6102

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance.

Equal Employment Opportunity, Executive Order No. 11246 (1965)

Through a series of Executive Orders, and a decision by the Equal Employment Opportunity Commission, the federal government has established a national policy designed to battle discrimination based on race, color, sex, religion, and national origin in federal assistance programs and to enhance hiring, training, and promotion opportunities for minorities and women in construction programs financed, in part, by federal dollars.

If a contract exceeds \$10,000, the contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60.

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

4. Equal Opportunity Clause (41 CFR part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of

September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. If the contractor doesn't comply with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts according to procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding on each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Federal Equal Employment Opportunity Construction Contract Specifications

(Executive Order 11246 and 41 CFR part 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority

and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60–4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be according to that plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where they perform the work. Goals periodically appear in the Federal Register notice form. You can obtain such notices from any Office of Federal Contract Compliance Programs or from federal procurement contracting officers. The contractor is expected to make uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. To count the nonworking training hours of apprentices and trainees in meeting the goals, the contractor must employ such apprentices and trainees during the training period, and make a commitment to employ them at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative action's to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based on its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor assigns employees to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

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- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and the action taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the director of the Federal Contract Compliance Program when the union or unions the contractor has a collective bargaining agreement with doesn't refer to the contractor, a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities or participate in training programs for the area, which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially programs the Department of Labor funds or approves. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and asking them to help the contractor meet its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by reviewing the policy with all management personnel and all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees that have any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel, such as superintendents or general foremen, before initiating construction work at any job site. The contractor must make and maintain a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women, and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

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- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Continually monitoring all personnel and employment related activities to ensure seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect. Ensure that the EEO policy and the contractor's obligations under these specifications are carried out.
 - n. Ensure that all facilities and company activities are unsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. We encourage contractors to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group where the contractor is a member and participant, may be asserted as fulfilling one or more of its obligations under 7a through 7p of these specifications. As such, the contractor must actively participate in the group, make every effort to ensure the group has a positive impact on the employment of minorities and women in the industry, and ensure the contractor's minority and female workforce participation reflects the concrete benefits of the program. In addition, the contractor must make a good faith effort to meet individual goals and timetables and provide access to documentation that demonstrates the effectiveness of actions the group takes on the contractor's behalf. However, the contractor is obligated to comply and failure of such a group to fulfill an obligation shall not be a defense for noncompliance.
 9. A single goal for minorities and a separate single goal for women were established. The contractor, however, must provide equal employment opportunity and take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a disparate manner. For example, even if the contractor achieved a goal for women in general, it may be in violation of the Executive Order if it under utilizes a specific minority group of women.
 10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The contractor shall not enter into any Subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
 12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as the standards prescribed in paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity.

If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director of the Federal Contract Compliance Program shall proceed according to 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to carry out the company EEO policy, to submit reports relating to the provisions hereof as the government may require, and to keep records. Records for each employee must include the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations where the work was performed. The contractor must maintain records in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, we won't require contractors to maintain separate records.
15. Nothing herein provided shall be construed as a limitation on the application of other laws, which establish different standards of compliance, or on the application of requirements for hiring local or other area residents (those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

6. Reporting Requirements (EEO-1)

On or before September 30 of each year, a contractor subject to Title VII of the Civil Rights Act of 1964, as amended, that has 100 or more employees, must file an "Employer Information Report EEO-1" with the EEOC or its delegate. Instructions on how to file are on the EEOC website at <http://www.eeoc.gov/employers/eo1survey/howtofile.cfm>. The contractor shall retain a copy of the most recent report filed.

7. Segregated Facilities (41 CFR part 60-1.8)

The contractor must provide facilities for employees in a manner that prevents segregation on the basis of race, color, religion, sex or national origin. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. Separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to ensure privacy between the sexes.

8. Americans with Disabilities (ADA) Provision

While performing this contract, the contractor must comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act. If the contractor fails or refuses to comply with any applicable nondiscrimination law, regulation, or policy, DOH may rescind, cancel, or terminate this contract in whole or in part, and declare the contractor ineligible for further contracts. The contractor shall, however, be given reasonable time to cure this noncompliance.

The contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under U.S. Environmental Protection Agency financial agreements. If the contractor fails to carry out these requirements, it is a material breach of this contract, which may result in contract termination.

9. American Iron and Steel Provision

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, “...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”

10. Prohibition Statement

While the contract is in effect, the contractor and its employees may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor (Section 106 of the Trafficking Victims Protection Act of 2009, as amended). The contractor shall require this prohibition statement in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

If the contractor or any of its employees is determined to have violated the terms of this section, this contract may be terminated.

11. Prevailing Wage

The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The contractor and subcontractors must conform to wage requirements prescribed in the federal Davis-Bacon and Related Acts. These acts require them to pay laborers and mechanics employed on contracts funded in whole or in part by SRF appropriations in excess of \$2,000, prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment 1A or 1B to this specification insert, and an up-to-date wage determination **must** be included in full into **any** contract and in any subcontract in excess of \$2,000. You can find wage determinations at <https://beta.sam.gov>.

Due to both State and Federal Funding provisions, this project is subject to the higher of the two wages for each work classification. Refer to section 5.3 of the Supplementary General Conditions.

12. Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

1. The contractor, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The contractor shall provide immediate written notice to DOH if at any time it learns that its certification was erroneous when submitted or became erroneous due to changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules

implementing Executive Order 12549. You may ask DOH for help obtaining a copy of those regulations.

4. The contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The contractor further agrees by signing this agreement, that it will include the clause titled, "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the contractor must ensure that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or cause DOH to pursue legal remedies, including suspension and debarment.
8. The contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DOH on request. The recipient or contractor must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

13. Disadvantaged Business Enterprises - (TEMPORARILY SUSPENDED)

~~Small, minority and women owned firms should be afforded the maximum opportunity to compete for and obtain bid documents for DWSRF funded projects. The level of participation by small, minority and women owned firms should be consistent with their general availability within the professional community involved.~~

14. General Compliance (40 CFR Part 33)

The contractor shall comply with the requirements of the U.S. Environmental Protection Agency's Program for Participation by Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

15. Non-Discrimination Provision (40 CFR Appendix A to Part 33).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. The contractor's failure to carry out these requirements is a material breach of this contract, which may result in contract termination or other legally available remedies.

The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

16. Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The contractor shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the full extent practicable through outreach and recruitment activities. For tribal, state and local and government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. You can find Qualified Women and Minority business enterprises online at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women’s Enterprises at 360-704-1181.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for at least 30 calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For tribal, state and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

17. Fair Share Objective Goal (40 CFR Part 33 Subpart D). - (SUSPENDED & NOT REQUIRED)

~~A fair share objective is a goal based on the capacity and availability of qualified, certified Minority Business Enterprises (MBEs) and Women’s Business Enterprises (WBEs) in the relevant geographic market. As mandated by EPA, all general contractors and subcontractors must comply with the requirements of the EPA’s Program for Utilization of Small, Minority, and Women’s Business Enterprises (40 CFR, Part 33) in procurement under the DWSRF program. The goals for the utilization of disadvantaged businesses are as follows:~~

	Construction	10% MBE	6% WBE
	Supplies	8% MBE	4% WBE
	Equipment	8% MBE	4% WBE
	Purchased Services	10% MBE	4% WBE

~~All general contractors and subcontractors must accept the fair share objective/goals stated above and attest to the fact they are purchasing the same or similar construction, supplies, services, and equipment, in the same or similar relevant geographic buying market as the Washington Office of Minority Women Business goals.~~

The DWSRF program exempts borrowers that receive a total of \$250,000 or less in EPA funds in a given fiscal year from the Fair Share Objective requirements.

IMPORTANT: Only MBEs and WBEs certified by EPA, SBA, DOT, or by state, local, tribal or private entities whose certification criteria match EPA's can be counted towards the MBEs and WBEs utilization goal.

18. MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503). (SUSPENDED & NOT REQUIRED)

~~The contractor shall provide EPA Form 6100-2 DBE Subcontractor Participation Form to all DBE subcontractors. Subcontractors may submit EPA Form 6100-2 Subcontractor Participation Form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract. The contractor shall require all DBE subcontractors to complete EPA Form 6100-3 DBE Subcontractor Performance Form. The contractor shall complete EPA Form 6100-4 DBE Subcontractor Utilization Form.~~

~~The contractor shall submit EPA Form 6100-4 and all completed EPA Form 6100-3 forms with the bid proposal.~~

19. Bidders List (40 CFR Part 33 part 33.501).

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) with their bid proposal.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and,
4. Entity's status as an MBE/WBE or non-MBE/WBE

20. Contract Administration Provisions (40 CFR part 33.302).

The contractor shall comply with the contract administration provisions of 40 CFR, Part 33.302.

1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

21. Third Party Beneficiary

The Washington State Department of Health Drinking Water State Revolving Fund is providing partial funding for this project. All parties agree that Washington State shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

22. Access to the Construction Site and to Records

The contractor shall provide Washington State Department of Health and U.S. Environmental Protection Agency personnel safe access to the construction site and to the contractor's records.

The contractor shall maintain accurate records and accounts to facilitate the owner's audit requirements and shall ensure that all subcontractors maintain auditable records.

These project records shall be separate and distinct from the contractor's other records and accounts.

All such records shall be available to the owner and to Washington State Department of Health and EPA personnel for examination. The contractor must retain all records pertinent to this project for three years after the final audit.

23. Attachments:

1. Wage Rate Requirements for Subrecipients
 - a. Attachment 1A for municipal borrowers
2. Current Wage Rate Determination (Verified by Contract Manager)
3. Certification Of Non-segregated Facilities
4. Notice To Labor Unions Or Other Organization Of Workers: Non-Discrimination In Employment
5. American Iron and Steel Requirements – The Use of American Iron and Steel

24. WAGE RATE REQUIREMENTS FOR SUBRECIPIENTS

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon Act responsibilities when the act applies to EPA awards of financial assistance with respect to government recipients and subrecipients. If a subrecipient has questions about when the act applies, how to obtain correct wage determinations, act provisions, or compliance monitoring, it may contact DOH.

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements

Under the FY 2013 Continuing Resolution, Davis-Bacon prevailing wage requirements apply to construction, alteration, and repair of treatment works carried out in whole or in part with assistance from a state water pollution control revolving fund and to any construction project carried out in whole or in part by assistance from a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the state recipient before authorizing work on that site.
2. Obtaining Wage Determinations.
 - (a) Before issuing requests for bids, proposals, quotes or other methods for soliciting contracts, subrecipients shall obtain the wage determination for the locality where a covered activity subject to DB will take place. Subrecipients must submit the wage determination to Department of Health before inserting it into a solicitation or contract, or issuing task orders, work assignments or similar instruments to existing contractors unless the state recipient provides other directions. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a

provision requiring subcontractors to follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor <https://beta.sam.gov> weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days before the closing date, the subrecipient may ask the state recipient whether there is reasonable time to notify interested contractors of the modified wage determination. The state recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days after closing the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the state recipient obtains, at the subrecipient's request, an extension of the 90 day period from DOL (29 CFR 1.6(c)(3)(iv)). The subrecipient shall monitor <https://beta.sam.gov> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from <https://beta.sam.gov> into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB that prime contractors enter into to verify that the prime contractor required its subcontractors to include the applicable wage determinations.
- (d) If DOL determines that the subrecipient failed to incorporate a wage determination or used a wage determination that clearly doesn't apply to the contract or ordering instrument, it may issue a revised wage determination after the subrecipient awarded the contract or issued an ordering instrument (29 CFR 1.6(f)). If this occurs, the subrecipient must either terminate and issue a revised contract or ordering instrument, or use a change order to incorporate DOL's wage determination into the contract or ordering instrument retroactive to the beginning. The subrecipient must compensate its contractor for any wage increases resulting from DOL's revised wage determination.

This project is partially funded through both the Washington State Public Works Board (PWB) program with state funds and the Washington State Drinking Water State Revolving Fund (DWSRF) Program with federal funds from the U.S. Environmental Protection Agency, as such, the higher of the two wages between Washington State Prevailing Wages and Federal Davis-Bacon Wages apply to this project for each work classification.

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**ATTACHMENT 1A
LABOR STANDARDS PROVISIONS
MUNICIPAL BORROWERS**

Contract and Subcontract provisions.

(a) The recipient must ensure that subrecipient(s) insert the following clauses in full in any contract in excess of \$2,000 entered for the actual construction, alteration or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from federal funds, or according to guarantees of a federal agency or financed from funds obtained by pledge of any contract of a federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor at <https://beta.sam.gov>.

- (ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The state award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the state award official. The state award official will transmit the request, to the administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the state award official or will notify the state award official within the 30-day period that additional time is necessary.
- (C) If the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The subrecipient(s), shall upon written request of the EPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

STATE AND FEDERAL FUNDING REQUIREMENTS

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the state capitalization grant recipient. Such documentation shall be available on request of the state recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the state indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the state or EPA if requested by the EPA, the state, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
 - (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the state, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the federal agency or state may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a state Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a state Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. If the Office of Apprenticeship Training, Employer and

Labor Services, or a state Apprenticeship Agency it recognizes, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits according to the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. IF the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), state, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any

person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA award official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in

29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall, "immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

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**ATTACHMENT 2
FEDERAL & STATE WAGE RATE DETERMINATIONS**

Washington State Prevailing Wage Determination is included as Appendix G can be found at <https://secure.lni.wa.gov/wagelookup/>

Federal Davis-Bacon Wage Determination is included as Appendix H and can be found at <https://beta.sam.gov>

This project is subject to the higher of the two wages for each wage classification.

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**ATTACHMENT 3
CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature

Date

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

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**ATTACHMENT 4
NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS: NON-
DISCRIMINATION IN EMPLOYMENT**

TO: _____
(name of union or organization of worker)

The undersigned currently holds contract(s) with _____
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and according to Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

The undersigned will post copies of this notice in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor(s))

(Date)

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**ATTACHMENT 5
AMERICAN IRON AND STEEL PROVISION
USE OF AMERICAN IRON AND STEEL**

MUST BE INCLUDED IN ALL CONTRACTS (PRIME AND SUB-CONTRACTORS):

This provision applies to projects for the construction, alteration, maintenance, or repair of a public water system as defined in the Safe Drinking Water Act (42 U.S.C 300j-12). This provision does not apply if the Department of Health approved the engineering plans and specification for the project prior to January 17, 2014.

The contractor acknowledges to and for the benefit of the project owner and Washington State that she or he understands that the Drinking Water State Revolving Loan Fund is paying for the goods and services under this agreement. DWSRF contains provisions, commonly known as “Buy American;” that requires all iron and steel products used in the project be produced in the United States (American Iron and Steel Requirements). The act defines iron and steel products as, “...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”

The contractor hereby represents and warrants to and for the benefit of the project owner and the state that:

- a) The contractor has reviewed and understands the American Iron and Steel Requirements,
- b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and
- c) The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the project owner or the state.

Notwithstanding any other provisions of this agreement, any failure to comply with this paragraph by the contractor shall permit the project owner or state to recover as damages against the contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the project owner or state resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or part, from the state or any damages owed to the state by the project owner). While the contractor has no direct contractual obligation with the state, as a lender to the project owner for the funding of its project, the project owner and the contractor agree that the state is a third-party beneficiary and neither this paragraph nor any other provision of the agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the state.

AIS Product Questions

1. Q: Do all fasteners qualify for de minimis exemption?

A: No. There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are or incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value of purpose (such as common nails or brads). EPA also clarifies that minor components of two listed products – valves and hydrants – may not need to meet the AIS requirements if the minor components compromise a very small quantity of minor, low-cost fasteners that are of unknown origin.

2. Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?

A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

3. Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?

A: No. Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

4. Q: Can a recipient use non-domestic flanged pipe?

A: No. While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

5. Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?

A: No. These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger “fitting” categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

6. Q: The AIS guidance does not appear to cover reused items (i.e. existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?

A: The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient’s de minimis list, and stating therein that

these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

7. Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?

A: Possibly. The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA’s AIS guidance included a set of example items that it considered construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

8. Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?

A: AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriates Act, do not have to be domestically produced.

9. Q: Is cast iron excluded from the AIS requirements?

A: No. Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

10. Q: The guidance states that “construction materials” do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.

A: Ductwork is not mechanical equipment, therefore it is considered a “construction material” and must comply with the AIS requirements.

11. Q: Do “meters” mentioned in EPA’s guidance as non-construction materials include both flow meters and water meters?

A: Yes. “Meters” includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

12. Q: Can assistance recipients rely on a marking that reads, “Made in the USA,” as evidence that all processes took place in the U.S.?

A: No. This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

13. Q: Are Sluice and Slide Gates considered valves?

A: No. Valves are products that are generally encased/enclosed with a body, bonnet, and stem. Examples include butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, “gates” (meaning sluice, slide or weir gates) are listed in EPA’s guidance as non-construction materials.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

November 18, 2020

Mark Handzlik
Public Utility District No. 1 of Skagit
County
PO Box 1436
Mount Vernon, WA 98273

WAR308653
JRMV Transmission Pipeline - Phase 2
(48.4347 , -122.282)
Mount Vernon, WA 98273

RE: Reissuance of the Construction Stormwater General Permit

Dear Mark Handzlik:

On November 18, 2020, the Washington State Department of Ecology (Ecology) reissued the Construction Stormwater National Pollutant Discharge Elimination System and State Waste Discharge General Permit (permit). The permit becomes effective on January 1, 2021, and expires on December 31, 2025. A mobile-friendly copy of the permit, permit forms, and information related to your permit can be viewed and downloaded at www.ecology.wa.gov/eCoverage-packet. **Retain this letter with your permit and Stormwater Pollution Prevention Plan. It is the official record of permit coverage for your site.**

Permit Overview

The new permit has a number of changes. The changes are summarized in the Fact Sheet. You can find more information on Ecology's website at www.ecology.wa.gov/constructionstormwaterpermit.

Site Specific Monitoring Requirements

Your monitoring requirements may be viewed by logging in to WebDMR and viewing your first DMR. If you believe there is a discrepancy between what the permit requires and the DMR, please contact Ecology immediately: www.ecology.wa.gov/constructionstormwaterpermit#contact. Any additional monitoring requirements, such as those applied through an Administrative Order, will remain in effect.

Copies of the Permit

You may download copies of the final permit, Fact Sheet, Response to Comments, and other supporting documents online at www.ecology.wa.gov/constructionstormwaterpermit. You may also request copies from Dena Jaskar at (360) 407-6401 or by email at dena.jaskar@ecy.wa.gov.

Appeal of Permit Coverage

You have a right to appeal coverage under the general permit to the Pollution Control Hearings Board (PCHB). Appeals must be filed within 30 days of the date of receipt of this letter. Any appeal is limited to the general permit's applicability or non-applicability to a specific discharge. The appeal process is governed by Chapter 43.21B RCW and Chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2).

For more information regarding your right to appeal, go to:

<https://fortress.wa.gov/ecy/publications/SummaryPages/1710007.html> to view Ecology's Focus Sheet: *Appeal of General Permit Coverage*.

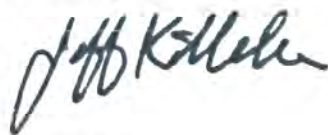
For Additional Information or Assistance

Ecology is committed to providing assistance to you. Please review our web page at www.ecology.wa.gov/constructionstormwaterpermit. For questions about transfers, terminations, and other administrative issues, please contact Melinda Wilson at MEWI461@ecy.wa.gov.

If you have questions regarding stormwater management issues at your site, please contact Stephanie Barney at bars461@ecy.wa.gov.

If you have questions regarding the permit, please contact Noel Tamboer at (360) 701-6171, or noel.tamboer@ecy.wa.gov.

Sincerely,



Jeff Killelea
Acting Manager
Program Development Services Section
Water Quality Program

Right-of-Way/Utility Permit Application



Skagit County Public Works

1800 Continental Place
Mount Vernon, WA 98273

Phone: 360.416-1400
www.skagitcounty.net
pw@co.skagit.wa.us

Internal Use Only	
Permit Number	P.W.20 - 0142
Road Number	06410, 05110, 06490
Mail Post	06899, 05550, 06700
Road District	2

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Permission is hereby granted to: (Issued in the name of the utility owner)

Name:	Mark Handzlik, P.E., Public Utility District No. 1 of Skagit County		
Address:	P.O. Box 1436	City:	Mount Vernon
State:	WA	Zip:	98273
Contractor	TBD after project is advertised and bid	Phone:	360-424-4439
Email:	handzlik@skagitpud.org		
		Contr Lic #	

Proposed start:	Third or Fourth Quarter 2020	Finish:	Fourth Quarter 2021 or First Quarter 2022
-----------------	------------------------------	---------	---

Project location:	Skagit County Austin, Beaver Lk, Fox, Wayward, Morford & Old Day Cr Rds
-------------------	---

Project Description: (attach construction plans)

See attached project narrative for a description of the project.

Submit Bond & Certificate of Insurance on all contractors for review prior to any work within ROW

No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with and received instructions from the Skagit County Road Engineer or his representative.

Approved By:		Date Issued: 12-17-20
--------------	--	-----------------------

**Permit expires 90 days from date of issuance.
Please be sure to read and sign the following pages of this application.**

FINAL INSPECTION REQUIRED 24 HOURS MINIMUM NOTICE

Inspected by:			
Date:		Final:	
Comments:			

Applicant is responsible for having all utilities located prior to construction. Call before you dig 1-800-424-5555

GENERAL PROVISIONS APPLICABLE TO ALL WORK WITHIN COUNTY RIGHT-OF-WAY

Insurance

The Applicant shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion that may restrict required coverage must be pre-approved by the County. The Permit shall not be effective until evidence of all required insurance and bonding is provided to the County. The Applicant's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Applicant and returned to the County Department with whom the Permit is executed. The insurance policy or policies will not be cancelled, materially changed or altered without forty-five (45) day prior notice submitted to the department with whom the Permit is executed. The policy shall be endorsed and the certificate shall reflect that the County is an additional named insured on the Applicant's general liability policy with respect to activities under the Permit. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the County shall be in excess and not contributory insurance to that provided by the Applicant.

The Applicant shall not commence work, nor shall the Applicant allow any subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the County and filed with the department with whom the Permit is executed. Upon request, the Applicant shall forward to the County the original policy, or endorsement obtained, to the Applicant's policy currently in force.

Failure of the Applicant to fully comply with the insurance requirements set forth herein, during the term of the Permit, shall be considered a material breach of contract and cause for immediate termination of the Permit at the County's discretion.

Providing coverage in the amounts listed shall not be construed to relieve the Applicant from liability in excess of such amounts.

REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below:

1. GENERAL LIABILITY INSURANCE: The Applicant shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

2. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that Skagit County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy or insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used, "Skagit County, its Officers, Agents and Employees are named Additional Insured."

The Applicant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Applicant or on the Applicant's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the County.

GENERAL PROVISIONS APPLICABLE TO ALL WORK WITHIN COUNTY RIGHT-OF-WAY

The construction of all public and private roads in Skagit County shall comply with the most recent version of the Skagit County Public Works Standards adopted by the Board of Skagit County Commissioners. See, **SCC 14.36.010**

No person shall be permitted to build or construct any approach to any county road without first obtaining permission therefor from the Board [of Skagit County Commissioners]. See, **RCW 36.75.130**

A bond in the amount of \$ (120% of the actual contract amount) is required for the protection of Skagit County as set forth in the terms of the bond.

All work shall comply with Skagit County Utility Policy and Road Standards. Available online at <http://www.skagitcounty.net/Departments/PublicWorksDevelopmentReview/main.htm>

All work shall comply with Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction. <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

The Applicant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Applicant or on the Applicant's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the County.

The undersigned hereby accept this permit subject to the terms and conditions as herein set forth.

Signature of applicant: 

Print name: Date:
Title of Applicant:

Please complete roadside safety section:

ROADSIDE HAZARDS

- This installed utility meets Skagit County Control Zone Guidelines.
- This installed utility does not meet Skagit County Control Zone Guidelines and the completed Control Zone Variance Request form is attached.

TRAFFIC CONTROL PLAN

- This work will not impede traffic, there will be no equipment, workers, or hazards in or near the traveled way.
- This work will affect traffic, a complete traffic control plan is attached with this application.

Traffic control plan information:

http://www.wsdot.wa.gov/NR/rdonlyres/7C537BEC-B174-4E13-8C26-B33B6BADADD8/0/WZSB_Traffic_Control_Plans.pdf



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625
(360) 416-1400 FAX (360) 416-1405

REVIEW MEMO V

DATE: December 16, 2020
TO: Skagit PUD #1
FROM: Paul Erickson, Engineering Technician
SUBJECT: Judy Reservoir to Mt Vernon PUD transmission pipeline

Thank you for submitting the final design on the proposed Judy Reservoir to Mt Vernon transmission pipeline - Phase II project. In addition to standard performance bond and insurance requirements, we have the following conditions that will need to be observed during the phasing of this project.

1. Inspection of ROW with project manager required, section phases where applicable.
2. All work within an opened road right-of-way must be scheduled with Skagit County Public Works in advance. Trenching within any driving lane will not be allowed during or approaching the winter season where opportunities to restore pavement is limited.
 - a. All TESC measures shall be maintained until disturbed areas are stabilized.
3. Approved traffic control plans shall be in place prior to any activities that may affect traffic or pedestrians within the right-of-way.
 - a. Coordinate all lane closures with Skagit County Public Works, E911, SCSO Traffic Unit and affected Schools.
 - b. Coordinate temporary traffic light schedule with Public Works prior to placement.
 - c. Yield to all emergency vehicles and accommodate pedestrian traffic.
 - d. When a dead end road needs to be temporarily closed during construction, also coordinate the closure with all residents and users of the affected road.
 - e. All disturbed lanes of travel including shoulders reopened after work hours shall be made safe for travel under all weather conditions with all necessary channeling, lighting, and any other safety measures in place.
4. Maximum amount of open trench shall be 400 linear feet.
 - a. At the end of each day, all trenches must be backfilled or covered with steel plates and barricaded with flashing warning lights to prevent people, animals or vehicles from falling in to the trench.
5. All restoration work shall follow permit approved plans, all surfaces including adjacent pavement, striping, shoulders and vegetation that has been damaged from construction activities shall be restored to original condition. Before construction begins, notify Skagit County Public Works for any anomalies found after initial walk-through inspection.

Please let me know if you have any questions to these conditions, thank you.

Paul Erickson
Engineering Technician, Development Review
Skagit County Public Works (360) 416-1429

Mike Benton

From: Joe Amaro <jamaro@co.skagit.wa.us>
Sent: Thursday, September 26, 2019 10:37 AM
To: Mike Benton
Cc: Blanchette, Michael; HDR (Carrie.Murillo-Oaks@hdrinc.com)
Subject: RE: Judy Reservoir to Mount Vernon Water Transmission Line, Ph. II - Trail Permit for Unopened County ROW

Mike,

We would like any work done to the driveway or accessing the pipeline done within a year. I don't see any problem with having the permit valid for 2.5 years if you just need access or doing any construction to the proposed pipeline.

From: Mike Benton <benton@skagitpud.org>
Sent: Thursday, September 26, 2019 9:51 AM
To: Joe Amaro <jamaro@co.skagit.wa.us>
Cc: Blanchette, Michael <Michael.Blanchette@hdrinc.com>; HDR (Carrie.Murillo-Oaks@hdrinc.com) <Carrie.Murillo-Oaks@hdrinc.com>
Subject: RE: Judy Reservoir to Mount Vernon Water Transmission Line, Ph. II - Trail Permit for Unopened County ROW

CAUTION: This email originated from an external email address. Do not click links or open attachments unless you recognize the sender, you are expecting this email and attachments, and you know the content is safe.

Thanks Joe!

This project is scheduled to begin Spring of 2020 and is anticipated to go through Fall of 2021 taking advantage of two dry weather seasons. The sequencing of work within this timeframe will be left up to the contractor so they can have the flexibility of planning and performing various upland vs. lowland segments that involves long pipe lead times among a many other variables. Would it be possible to have this approval for a 2.5 year period from today?

Mike Benton
Project Manager
(360) 848-4439
benton@skagitpud.org
www.SkagitPUD.org



1415 Freeway Drive
P.O. Box 1436
Mount Vernon, WA 98273

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.



Skagit County Planning & Development Services

1800 Continental Place ♦ Mount Vernon, WA 98273
360-416-1320 ♦ pds@co.skagit.wa.us ♦ www.skagitcounty.net/planning

Skagit County Flood Area Development

Permit: FP20-0021

Issued for permit #: 20-0254 & 0255

Issue date: 12/04/2020

FIRM designation: A7

Water velocity, if any: 0

Elevation certificate or exempt? EXMT

Base flood elevation: 45' above mean sea level

Minimum floor elevation: 46' above mean sea level; or,
height above adjacent grade in Zones A or A0, or height to
bottom of lowest horizontal member in Zone V4

Description: Judy Res to MV Pipeline Replacement & bridge

Parcel No: p1

P24540

Job address:

LaVenture Rd/SR 538 to Judy Res

Applicant: PUD #1 Skagit County

1415 Freeway Drive

Mount Vernon, WA

98273

Owner: Skagit County

1800 Continental Place

Mount Vernon WA

98273

I hereby certify that I am the owner of the property for which this permit is issued or I am an authorized representative of the owner. The attached conditions are noted and accepted.

Owner/agent: Wendy LaRocque

Digitally signed by Wendy LaRocque
DN: cn=Wendy LaRocque, o=Public
Utility District No. 1 of Skagit County, ou=
email=larocque@skagitpud.org, c=US
Date: 2020.12.10 17:09:50 -0800

Date: 12/10/2020

Department agent: Pam Aldrey

Date: 12-11-2020

FP20-0021



Skagit County Planning & Development Services

1800 Continental Place • Mount Vernon, WA 98273

360-416-1320 • pds@co.skagit.wa.us • www.skagitcounty.net/planning

Building Permit #: BP20-0255

Status: Issued

Issue date: December 10, 2020

Expire date: December 10, 2023

Renewal Expire date:

Project Description: Replacement Bridge Crossing @ East Fork Nookachamps Creek & SR9

Parcel No: P24540

p1

Job address:

Applicant: PUD #1 Of Skagit County
1415 Freeway Drive
Mount Vernon, WA 98273

Owner: SKAGIT COUNTY
1800 CONTINENTAL PL
MOUNT VERNON WA 98273

Contractor:

Zoning: Rural Reserve

Setbacks: Front: 0 Side(s): 0 Rear: 0
Setback Comments: Per approved site plan

Valuation:

Occupancy	Type	Factor	Sq Feet	Valuation
	Additional Amount...			2,000,000.00
	Totals...			\$2,000,000.00*

"Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved." IBC 109.1 "The final inspection shall be made after all work required by the building permit is completed." IBC 109.5. I hereby certify that I am the owner or I am an authorized representative of the owner of the property for which this permit is issued. This permit does not grant any right to trespass on another's property. This permit will expire three years from the date of issuance.

Owner/agent: Wendy LaRocque Digitally signed by Wendy LaRocque
DN: cn=Wendy LaRocque, o=Public Utility
District No. 1 of Skagit County, ou,
email=larocque@skagitpud.org, c=US
Date: 2020.12.10 17:10:40 -0800 **Date:** 12/10/2020

Department agent: Pam Aldredge **Date:** 12-11-2020

BP20-0255

Additional requirements: 1 No item or element of construction shall be covered or concealed where inspections are required, before requesting such inspection and receiving approval from the building inspector. Inspections will be performed according to the current inspection schedule, except holidays and other days of office closure. Due to limited resources, requests for inspections at specific days, times or periods of time (such as a.m. or p.m.) will be reviewed daily but cannot be guaranteed and shall not reduce the requirement for inspection. If the construction is not ready for inspection at the time of building inspector arrival, re-inspection must be requested for the next, or other, day.

2 It is illegal to burn construction or demolition debris.

See the Outdoor Burning pamphlet included in your packet.

3 Special Inspections

Special Inspections are required on the types of work listed under 2015 IBC Chapter 17.

1. Prior to start of construction of any type, the registered design professional in charge shall provide a list of Special Inspections as per IBC Sections 1704 and 1705 and submit it to the building official along with the agency that will perform the special inspections including credentials.
2. Perform all required special inspections listed in 2015 IBC -1704 & 1705 on and off site.
3. Special Inspectors shall furnish an inspection reports to the building official and registered design professional in charge within 7 calendar days indicating that work inspected was done in conformance to the approved documents submitted.
4. Any discrepancies shall be reported to the building official and registered design professional in charge for correction.
5. Submit a final report and Certificate of Compliance within 7 calendar days to the building official and the professional designer of record in charge documenting corrections of any discrepancies.

- 4 The conditions of the Washington State Department of Ecology (project ID 2020-NW-5201) are considered conditions of this approval.
- 5 The conditions of the Hearing Examiner decision on files PL19-0248 (ASPU) and PL19-0249 (SHSD) are considered conditions of this approval.
- 6 The accompanying engineering is an intregal part of the approved plans. It is the responsibility of the builder and/or owner to read and understand the engineering and to comply with all requirements or conditions of the engineering.
- 7 DISTURBED AREAS SHALL BE KEPT TO A MINIMUM DURING THE CONSTRUCTION PROCESS. DISTURBED AREAS MUST BE COVERED WITH STRAW DURING CONSTRUCTION AND SEEDED UPON PROJECT COMPLETION.
- 8 All temporary erosion control devices must remain in place until permanent vegetation is re-established.
- 9 This project shall comply with all requirements of Skagit County Code 14.32.060 Erosion and Sediment Control.
- 10 All runoff from impervious surfaces and roof & footing drains shall be directed so as not to adversely affect adjacent properties.
- 11 Adjacent properties, roads, conveyances and water bodies shall be protected from sediment deposition by use of appropriate measures.
- 12 All soils exposed during construction must be seeded, planted, landscaped or provided with approved erosion and sedimentation control measures AT, OR PRIOR TO, the final inspection or approval for occupancy. Requests concerning alternatives or exemptions should be directed to a stormwater review technician at Skagit County Planning & Development Services. 360.416.1320

I have read and understand the conditions for this project.

Wendy
LaRocque
Signature

Digitally signed by Wendy LaRocque
DN: cn=Wendy LaRocque, ou=Public
Utility District No. 1 of Skagit County,
ou, email=larocque@skagitpub.org,
c=US
Date: 2020.12.10 17:11:04 -0800

Permit #: BP20-0255

Applicant: PUD #1 Of Skagit County
1415 Freeway Drive
Mount Vernon, WA

Assessor ID number and legal description:

340411-4-005-0000

PTN PS & CAS RLY R/W THRU W1/2 SE1/4 & W390FT OF NE1/4 SE1/4 TOGETHER WITH THE NORTHWESTERLY 1/2 OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED RECORDED 6-2-1890 IN VOLUME 10 OF DEEDS PA

Fee Summary:

Description	Tot Fee	Paid
BCAC	25.00	25.00
Building Permits	9,324.00	9,324.00
Stormwater Review	246.40	246.40
Plan Check Fee/Deposit	6,060.60	6,060.60
FM Protective Inspection	95.00	95.00

Total fees: \$15,751.00
Total payments: \$15,751.00
Balance due: \$0.00



Skagit County Planning & Development Services

1800 Continental Place ♦ Mount Vernon, WA 98273

360-416-1320 ♦ pds@co.skagit.wa.us ♦ www.skagitcounty.net/planning

Grading Permit #: BP20-0254

Status: Issued

Issue date: 12/10/2020

Expire date: 12/10/2023

Renewal Expire date:

Description of work:

Judy Res to MV Pipeline Replacement

Job address:

Location: LaVenture Road/ SR 538 to Judy Reservoir

Parcel No: p1
P24540

Applicant: PUD No. 1 Of Skagit County

Owner: 1415 Freeway.Dr
Mount Vernon, WA 98273
Skagit County

1800 Continental Place
Mount Vernon WA 98273

Contractor: APPLICANT

0

Greater quantity of cut or fill: , cubic yards

Fee Summary:

Description	Tot Fee	Paid
Stormwater Review	20,000.00	0,000.00
Fill & Grade Permits	787.00	787.00
Fill & Grade Plan Check	511.55	511.55
Flood Plain Permits	50.00	50.00

Total fees: \$21,348.55
Total payments: \$21,348.55
Balance due: \$0.00

The permittee shall notify the building official when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures have been completed in accordance with the final approved grading plan, and the required reports have been submitted." UBC 3318.2.

I hereby certify that I am the owner, or I am an authorized representative of the owner, of the property for which this permit is issued.

This permit will expire three years from the date of issuance.

Owner/agent: Wendy LaRocque Digitally signed by Wendy LaRocque
DN: cn=Wendy LaRocque, o=Public Utility District No. 1
of Skagit County, ou=email-larocque@skagitpud.org,
c=US
Date: 2020.12.10 17:07:59 -0800 **Date:** 12/10/2020

Department agent: *Pam Aldrey* **Date:** 12-11-2020

- 1 No item or element of construction shall be covered or concealed where inspections are required, before requesting such inspection and receiving approval from the building inspector. Inspections will be performed according to the current inspection schedule, except holidays and other days of office closure. Due to limited resources, requests for inspections at specific days, times or periods of time (such as a.m. or p.m.) will be reviewed daily but cannot be guaranteed and shall not reduce the requirement for inspection. If the construction is not ready for inspection at the time of building inspector arrival, re-inspection must be requested for the next, or other, day.
- 2 Any fill that will support a building requires proof of 90% compaction by an approved testing agency.
- 3 It is illegal to burn construction or demolition debris. See the Outdoor Burning pamphlet included in your packet.
- 4 The conditions of the Hearing Examiner decision on files PL19-0248 (ASPU) and PL19-0249 (SHSD) are considered conditions of this approval.
- 5 The conditions of the Washington State Department of Ecology (project ID 2020-NW-5201) are considered conditions of this approval.
- 6 The accompanying engineering is an integral part of the approved plans. It is the responsibility of the builder and/or owner to read and understand the engineering and to comply with all requirements or conditions of the engineering.
- 7 DISTURBED AREAS SHALL BE KEPT TO A MINIMUM DURING THE CONSTRUCTION PROCESS. DISTURBED AREAS MUST BE COVERED WITH STRAW DURING CONSTRUCTION AND SEEDED UPON PROJECT COMPLETION.
- 8 All temporary erosion control devices must remain in place until permanent vegetation is re-established.
- 9 This project shall comply with all requirements of Skagit County Code 14.32.060 Erosion and Sediment Control.
- 10 All runoff from impervious surfaces and roof & footing drains shall be directed so as not to adversely affect adjacent properties.
- 11 Adjacent properties, roads, conveyances and water bodies shall be protected from sediment deposition by use of appropriate measures.
- 12 All soils exposed during construction must be seeded, planted, landscaped or provided with approved erosion and sedimentation control measures AT, OR PRIOR TO, the final inspection or approval for occupancy. Requests concerning alternatives or exemptions should be directed to a stormwater review technician at Skagit County Planning & Development Services. 360.416.1320
- 13 Once all grading has been completed, all exposed soils must be revegetated within 30 days. Call 360-416-1330 for final inspection.

Permit #: BP20-0254

Applicant: PUD No. 1 Of Skagit County
Freeway.Dr
Mount Vernon, WA

1415

Additional requirements:

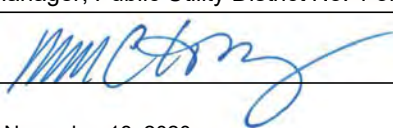
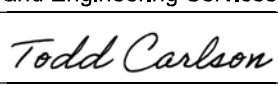
I have read and understand the conditions for this project.

Wendy
LaRocque

Digitally signed by Wendy LaRocque
DN: cn=Wendy LaRocque, o=Public
Utility District No. 1 of Skagit County,
ou, email=larocque@skagitpud.org,
c=US
Date: 2020.12.10 17:08:16 -0800

Signature

General Permit (Application and Permit)

Applicant (hereinafter referred to as Permit Holder) Public Utility District No. 1 of Skagit County, Mark Handzlik - Engineering Manager				Permit Number GP MBA-1409-PUD (JZ0503)	
Address P.O. Box 1436				State Route 9 and 538	
City Mount Vernon	State WA	Zip Code 98273	Begin Milepost (if applicable) Left <input checked="" type="checkbox"/> Right <input checked="" type="checkbox"/> (*Below)		End Milepost (if applicable) Left <input checked="" type="checkbox"/> Right <input checked="" type="checkbox"/> (*Below)
Phone Number 360-424-8764		FED ID/SWV # 91-6001038		Region Northwest	
Email handzlik@skagitpud.org				County Skagit	
Project Name (if applicable) JUDY RESERVOIR TO MOUNT VERNON TRANSMISSION PIPELINE PROJECT - PHASE 2					
Public Land Survey System (PLSS) At or begins at _____ 1/4 of the <u>NW</u> 1/4 of Section <u>15</u> Township <u>34</u> N, Range <u>4</u> E <input checked="" type="checkbox"/> W <input type="checkbox"/> and if applicable ends at _____ 1/4 of the <u>SW</u> 1/4 of Section <u>12</u> Township <u>34</u> N, Range <u>4</u> E <input checked="" type="checkbox"/> W <input type="checkbox"/>					
This General Permit shall apply to all Work being constructed by the permit on WSDOT right-of-way that is owned by or under WSDOT jurisdiction and includes all Work that will be WSDOT's responsibility to maintain when the Work is completed and accepted by WSDOT. (RCW 47.24.020 City Streets as part of State Highways.)					
Intended Use of WSDOT Highway Right-of-Way (hereinafter referred to as the "Work"): Temporary construction access at multiple locations along SR 538 and SR 9 to support construction of the water transmission pipeline corridor and an 8" water distribution line. The new pipeline will be installed on a new bridge for the East Fork Nookachamps Creek crossing parallel to and north of the WSDOT SR 9 Bridge. Erection of the bridge may require staging from the SR 9 right-of-way and possibly the southbound lane of SR 9. Temporary usage of the right-of-way would be for staging and unloading, assembly and setting of the trusses on both sides of the East Fork Nookachamps Creek. Note that any pipeline crossings are being permitted separately with WSDOT. * Milepost Information: State Route 538 and 9 (at/from) Mile Post 2.78 to 2.80 (SR 538) and Mile Post 50.17 to 52.07 (SR 9) in Skagit County					
The Washington State Department of Transportation hereinafter will be referred to as "WSDOT." WSDOT will allow the Permit Holder to construct, upgrade, use, and/or maintain the Work described above provided the Permit Holder accepts all the terms, provisions, and exhibits attached hereto and by this reference made a part of this permit.					
Exhibit "A": General Permit Special Provisions - 4 pages		Exhibit "E": Traffic Control Plans - 2 pages			
Exhibit "B": Right of Way Sheet and/or Vicinity Map - 16 pages		Exhibit "F":			
Exhibit "C": Site Photos & Utility Facility Desc's. - 16 pages					
Exhibit "D": Project Plans - 28 pages					
By signing below the Permit Holder accepts all the terms, provision, and exhibits attached to and made a part of this permit.					
Permit Holder			WSDOT Approval		
Print Name Mark Handzlik			Print Name Todd Carlson		
Print Title Engineering Manager, Public Utility District No. 1 of Skagit Co.			Print Title Planning and Engineering Services Manager		
Signature 			Signature 		
Date November 18, 2020			Date 12/9/20		
			Expiration Date December 31, 2022		



202012100148

12/10/2020 03:20 PM Pages: 1 of 18 Fees: \$120.50
Skagit County Auditor

Upon Recording Return To:

Skagit County
Parks & Recreation Department
Attn: Brian Adams, Director
1730 Continental Place
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 10 2020

Amount Paid \$ _____
Skagit Co. Treasurer
By *[Signature]* Deputy

DOCUMENT TITLE: UTILITY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Skagit County, a political subdivision of the State of Washington.

GRANTEE(S): Public Utility District No. 1 of Skagit County, a Washington municipal corporation.

ASSESSOR'S TAX / PARCEL NUMBER(S): P109241 (XrefID: 340414-2-001-0207); P24693 (XrefID: 340414-0-001-0108); P24540 (XrefID: 340411-4-005-0000); P24500 (XrefID: 340411-4-001-0101) & P109916 (XrefID: 340412-3-018-0300)

ABBREVIATED LEGAL DESCRIPTION: PTN W 1/2 SEC 14, S 1/2 SEC 11 and the W 1/2 and NE 1/4 of SEC 12, T 34N, R 04E W.M. Situate in the County of Skagit, State of Washington.

UTILITY EASEMENT

The undersigned, **Skagit County**, a political subdivision of the State of Washington ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Public Utility District No. 1 of Skagit County**, a Washington municipal corporation ("Grantee"), a permanent, perpetual, non-exclusive utility easement ("Easement"), as provided herein. Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Easement are further provided as follows:

1. Nature and Location of Easement. The Easement hereby granted by Grantor herein shall be a permanent, perpetual, non-exclusive, utility easement that includes all utilities as authorized by Title 54 RCW, as currently enacted, and as may be subsequently amended (specifically including, but not necessarily limited to, water lines and fiber optic lines) for the benefit of Grantee, over, upon, across, through, a portion of real property located within and upon Grantor's Property, such Easement area is coincident with Grantor's property as legally described on *Exhibit "A"* and as further described and depicted on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purpose of providing a partial route for the placement, installation, use, maintenance, and operation of underground water lines, fiber optic lines, other utilities as authorized by Title 54 RCW, and related equipment and appurtenances thereto owned by Grantee (herein "Grantee's facilities"). A legal description for the Grantor's Property and Easement area is attached hereto as *Exhibit "A"*, and is hereby incorporated by reference. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantor's Property and shall be binding upon Grantee and Grantor and each party's respective successors.

2. Use of Easement. The Grantee (including Grantee's employees, agents, contractors, successors and/or assigns) shall have the perpetual right, privilege, and authority, to construct, operate, use, and maintain all utilities as authorized by Title 54 RCW, as currently enacted, and as may be subsequently amended (specifically including, but not necessarily limited to, water lines and fiber optic lines) within the Easement area on Grantor's property, as provided herein. Such right includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to and locate at any time pipes, lines or related facilities, along with necessary appurtenances thereto, upon the Grantor's Property within the Easement area (as described and depicted in *Exhibit "A"* and *Exhibit "B"*), subject to the terms of this Easement. Grantee shall not have the right to exclude Grantor, the general public, and/or third parties the Easement area or from the Grantor's Property (without the revocable written permission of Grantor). Grantee shall not unreasonably interfere with the Grantor's use of the Grantor's Property (including, but not limited to, Grantor's use of the property located within the Easement area), and Grantor reserves the right to use the Grantor's Property (including the Easement area) for all lawful purposes including, but not necessarily limited to, use of the Easement area as a public non-motorized trail, and Grantee's use of the Easement area shall not unreasonably interfere with Grantor's use of the Easement area. Grantee accepts use of the Easement area on Grantor's property "as is", without any representations or warranties from Grantor whatsoever (express or implied). The Grantee shall defend, indemnify, and hold the County harmless for all past and future liabilities associated with the Grantor providing this Easement to Grantee (specifically including, but not limited to, alleged third party takings claims and/or inverse condemnation claims, etc.), and Grantee specifically acknowledges and accepts the risk of any and all such possible

claims. The Grantee agrees that use of this Easement by Grantee shall be at the sole risk of the Grantee.

2.1 All of Grantee's facilities to be placed within the Easement area shall be placed underground, and no above-ground utilities will be allowed to be placed within the Easement area by Grantee, with the exception of the aerial /pedestrian East Fork Nookachamps [(EFN)bridge] segment crossing over the E. Fork of Nookachamps Creek (the "East Nookachamps Crossing") to which the Grantee's infrastructure attached to said East Nookachamps Crossing will have the right to be placed, used, operated, and maintained by Grantee for the perpetual duration of this Easement, along with normal above ground water related appurtenances such as air/vacuum relief valves, permanent water quality or cathodic protection test stations, and any necessary electrical and/or supervisory control and data acquisition (SCADA) panels. In carrying out any authorized activities under the privileges granted herein, Grantee shall meet and comply with all accepted industry standards and comply with all applicable laws, rules, and regulations, standards, and policies of any governmental entity with jurisdiction over the Easement area (including, but not limited to, Grantor). Without limiting the foregoing, Grantee shall operate, maintain, inspect, and test Grantee's facilities within the Easement area in full compliance with all applicable federal, state, and local laws, rules, regulations, and industry standards, and shall otherwise be placed to the reasonable satisfaction of Grantor. The parties shall each exercise all best reasonable efforts to coordinate any construction work that either may undertake within the Easement area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities (if any) within the Easement area informed of its intent to undertake such construction work. The parties shall further exercise best reasonable efforts to minimize any delay or hindrance to any construction work undertaken by the parties and/or other utilities (if any) within the Easement area.

2.2 Grantee agrees to be responsible and liable for any damages or impact to Grantor's Property arising from Grantee's use of the Easement, and upon the request of Grantor, the Grantee shall repair and restore the Grantor's Property to a substantially similar condition as existed before Grantee entered onto the Grantor's Property for the purposes described in this Easement. Prior to the commencement of any work within the Easement area, the Grantee shall coordinate with Grantor to avoid any disturbance, impact, or damage to facilities owned by Grantor at or within the Easement area (including, but not limited to, utilities, equipment, and other real or personal property owned and/or used by Grantor). Any work performed within the Easement area by Grantee shall be performed so as not to unreasonably interfere with and to minimize the disturbance of the free passage of public pedestrian and/or non-motorized vehicle traffic therein, or with reasonable ingress or egress to Grantor's Property and/or other properties within the vicinity of the Easement area.

2.3 Grantor agrees to maintain, at the Grantor's cost, the aerial /pedestrian East Fork Nookachamps [(EFN)bridge] crossing over the E. Fork of Nookachamps Creek (the East Fork Nookachamps Creek Crossing) in a serviceable condition that is sufficient to support the loading created by the Grantee's infrastructure at the East Fork Nookachamps Creek Crossing while such infrastructure in operation by Grantee. Such use of the East Fork Nookachamps Creek Crossing by Grantee shall generally have priority over the County's use of the East Fork Nookachamps Bridge Crossing for public non-motorized trail purposes.

3. **Hold Harmless, Defense, & Indemnification.** The Grantee hereby unconditionally releases and forever discharges and holds harmless the Grantor (including the Grantor's elected officials, employees, volunteers, officers, and/or agents in both their official and individual capacities) from any and all past, present, and/or future claims, counterclaims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind and nature, as arising from and/or related to the Grantee's use of the Easement. The Grantee agrees to be responsible for and to assume liability for Grantee's own wrongful and/or negligent acts or omissions or those of Grantee's officials, officers, agents, contractors, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the Grantor harmless from any such liability. It is further provided that no liability shall attach to the Grantor by reason of entering into this Easement agreement except as expressly provided herein. The terms of this section shall survive any termination of this Easement, and shall continue in full force and effect.

3.1 The Grantee shall at Grantee's own sole and separate cost, expense, and liability, comply with all hazardous waste laws, rules, and regulations and shall treat, store, dispose of or otherwise handle hazardous substances in a safe and proper manner and the Grantee shall not allow or cause any hazardous, toxic or petroleum materials to be released, disposed of, or discharged on any portion of the Grantor's Property. The term "hazardous substance", "hazardous waste", or "hazardous material" shall specifically include, but shall not be limited to petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state, and any other material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations. The Grantee shall be solely and separately liable responsible for the remediation of any hazardous materials that are spilled, released, or discharged on or about the Grantor's Property that are caused by the actions, activities, or omissions of the Grantee, the Grantee's employee(s), Grantee's contractor(s), and/or Grantee's agent(s). Grantee shall indemnify, defend and hold the Grantor harmless from any fines, suits, procedures, claims, costs, damages, expense, and actions of any kind arising out of or in

any way connected with any releases, spills or discharges of hazardous substances or waste at the Grantor's Property that are caused by the actions, activities, or omissions of the Grantee, the Grantee's employee(s), Grantee's contractor(s), and/or Grantee's agent(s). This indemnity includes, but is not limited to: (a) liability for a governmental agency's (including but not limited to, the Grantor's) costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; and (d) liability for any costs of investigation, abatement, mitigation, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

4. Limitation of Liability: Any party having a claim against the Grantee, arising from and/or related to this Easement, however arising, shall have recourse only to the extent of assets and property of the Grantee, and shall have no recourse against the Grantor, its appointed or elected officers, employees, volunteers or its/their assets or credits.

5. Governing Law; Venue: This Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to this Easement shall be in the Superior Court of the State of Washington in and for the County of Snohomish.

6. Compliance with Laws and Permits: Grantee shall, (at Grantee's own expense and liability), comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Easement agreement. As necessary, the Grantee (at the Grantee's own expense and liability) shall obtain and comply with all necessary permits and/or approvals from all applicable jurisdictions prior to commencing any work within the Easement area, and the Grantee shall be solely and separately responsible and liable for compliance with all terms and conditions of any such approval(s) and/or permit(s) obtained or procured by Grantee.

6.1 The parties recognize and agree that any documents and materials provided to Grantor by Grantee arising from and/or related to this Easement agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

7. No Third Party Beneficiaries: This Easement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, third party property owner(s) and tenant(s) at or in the vicinity of the Easement area, any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party. Grantee shall defend, indemnify, and hold the Grantor harmless from any third party claims and/or damages incurred by the Grantor arising from or related to Grantee's use of this Easement.

8. Assignment: This Easement may only be assigned, contracted, and/or transferred to any other individual, firm, company, party, and/or other entity by Grantee with the express and duly authorized prior written approval of the Grantor (and such approval shall not be unreasonably withheld). Grantor may assign or transfer this Easement without the consent of Grantee. In the event that this Easement agreement is assigned, contracted, and/or transferred by the Grantee (with the prior written consent of the Grantor) to any other person, firm, company, and/or other entity, the Grantee shall remain liable and responsible for the performance of such portion of this Agreement which was assigned, contracted, and/or transferred to any other individual, firm, company, and/or other entity. This Easement does not allow or provide for the placement facilities not owned, operated, and maintained by Grantee.

10. Treatment of Assets and Property: Except as provided herein to the contrary, no fixed assets will be jointly or cooperatively, acquired, held, or disposed of pursuant to this Agreement. Grantor shall not be responsible or liable for the design, construction, implementation, operation, maintenance, use, repair and/or management of Grantee's facilities at, within, or in the vicinity of the Easement area.

11. Default: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by the terms of this Easement and as provided by law, including, but not limited to, specific performance of the terms of this Easement and/or termination of this Easement (as provided herein). No provision of this Easement shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Easement. Neither the existence of other remedies identified in this Easement nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by the Grantee, and/or to seek and obtain judicial enforcement of the Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity. Time is specifically declared to be of the essence of this Easement and of all acts required to be done and performed by the parties hereto.

12. Changes, Modifications, Amendments and Waivers: The Easement may be changed, modified, amended or waived only by written subsequent agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Easement shall not be considered a waiver of any prior or subsequent breach.

15. Severability: In the event any term or condition of this Easement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Easement which can be given effect without the invalid term, condition, or application. To this extent and end the terms and conditions of this Easement are declared severable.

16. Status of Agreement: This Easement agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreement(s) by and between the parties, specifically including, but not limited to, a franchise agreement dated January 20, 1993 (recorded under Auditor's File No.: 9305180070), and this Easement is not subject to the terms of said franchise agreement. Any other agreements by and between the parties shall continue in full force and effect.

17. No Partnership or Joint Venture: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

18. Captions & Counterparts: The captions in this Easement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

19. Neutral Authorship: Each of the terms and provisions of this Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Easement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Easement and have either done so, or have voluntarily chosen not to do so. Grantor (Skagit County) does not represent Grantee. The parties represent and warrant that they have fully read this Easement, that they understand its meaning and effect, and that they enter into this Easement with full knowledge of its terms. The parties have entered into this Easement without duress or undue influence.

20. Entire Agreement: This Easement contains all the terms and conditions mutually agreed upon by the parties. This Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Easement shall be deemed to exist or to bind any of the parties hereto.

21. Recording: Upon mutual execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTEE:

DATED this 8 day of DECEMBER, 2020.

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

By: [Signature]
Print name: GEORGE SIDHU, P.E.
Its: GENERAL MANAGER

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that GEORGE SIDHU, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized execute the instrument and acknowledged it as the GENERAL MANAGER of Public Utility District No. 1 of Skagit County, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 8 day of DECEMBER, 2020.

(SEAL)

[Signature]
Notary Public
Print name: DEANA DEAN
Residing at: BLINDEN
My appointment expires: 11-6-2021



GRANTOR:

DATED this 23 day of November, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Rory Wesen
 Rory Wesen, Chair

Kenneth A. Dahlstedt
 Kenneth A. Dahlstedt, Commissioner

Lisa Janicki
 Lisa Janicki, Commissioner

Attest:

Amber Evns
 Clerk of the Board

Authorization per Resolution R20160001:

Recommended:

B. Lee
 Department Head

County Administrator

Approved as to form:

[Signature] 11/13/20
 Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 11/23/20
 Risk Manager

Approved as to budget:

Linda Gagnel
 Budget & Finance Director

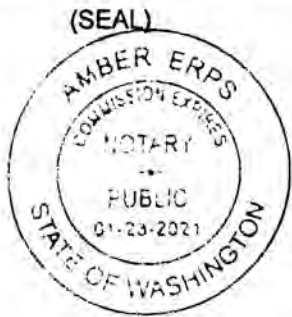
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt, and/or Lisa Janicki is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 23 day of November, 2020.



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Mount Vernon
My appointment expires: 01-23-2021

EXHIBIT "A"
EASEMENT AREA LEGAL DESCRIPTION



Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squalicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@pasesurvey.com

EXHIBIT ' A '

SKAGIT COUNTY PROPERTY DESCRIPTIONS

P109241 – XREF ID (340414-2-001-0207)

PARCEL "A"

THE WESTERLY 1/2 OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED APRIL 4, 1890, AND RECORDED JULY 13, 1890, IN VOLUME 10 OF DEEDS, PAGE 651, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT THAT PORTION THEREOF CONVEYED TO RAYMOND SUNDSTROM AND VICKI M. TISDEL, HUSBAND AND WIFE, BY DEED RECORDED NOVEMBER 20, 2007 AS AUDITOR'S FILE NUMBER NO. 200711200139.

PARCEL "B"

THE EASTERLY 1/2 OF THAT PORTION OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED APRIL 4, 1890, AND RECORDED JULY 13, 1890, IN VOLUME 10 OF DEEDS, PAGE 651, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHICH LIES SOUTHERLY OF A LINE DRAWN PERPENDICULAR THROUGH THE CENTERLINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THROUGH THE POINT OF DIVERGENCE OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THE WESTERLY RIGHT-OF-WAY LINE OF THE ROAD RIGHT-OF-WAY COMMONLY KNOWN AS STATE HIGHWAY NO. 9, BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT THAT PORTION THEREOF CONVEYED TO RAYMOND SUNDSTROM AND VICKI M. TISDEL, HUSBAND AND WIFE, BY DEED RECORDED NOVEMBER 20, 2007 AS AUDITOR'S FILE NO. 200711200139.

PARCEL "C"

THOSE TWO FIFTY FOOT BY FIFTEEN HUNDRED FOOT STRIPS OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEEDS DATED APRIL 4, 1890, AND RECORDED JULY 13, 1890, AND JULY 25, 1890, IN VOLUME 10 OF DEEDS, PAGES 653 AND 759, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING PORTIONS OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

PARCEL "D"

THE WESTERLY 1/2 OF THAT PORTION OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED JULY 17, 1891, AND RECORDED JULY 25, 1891, AS AUDITOR'S FILE NO. 3823, IN VOLUME 20 OF DEEDS, PAGE 504, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WITHIN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14 TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

P24540 – XREF ID (340411-4-005-0000)

PARCEL "A"

THE RIGHT-OF-WAY OF THE PUGET SOUND AND CASCADE RAILWAY COMPANY AS ESTABLISHED BY DEED RECORDED JULY 23, 1917 AS AUDITOR'S FILE NO. 120194 IN VOLUME 107 OF DEEDS, PAGE 233, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT ANY PORTION THEREOF LYING EASTERLY OF THE WEST 390 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; ALSO EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY NO. 9;

TOGETHER WITH THE NORTHERLY 1/2 OF THE SEATTLE LAKE SHORE AND EASTERN RAILWAY RIGHT-OF-WAY ESTABLISHED BY DEED RECORDED JUNE 2, 1890 IN VOLUME 10 OF DEEDS, PAGE 577, ABUTTING AND APPURTENANT TO THE ABOVE DESCRIBED RIGHT-OF-WAY; ALSO EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY NO. 9.

P24500 – XREF ID (340411-4-001-0101)

PARCEL "B"

THE SOUTHERLY 1/2 OF THE SEATTLE LAKE SHORE AND EASTERN RAILWAY RIGHT-OF-WAY ESTABLISHED BY DEED RECORDED JUNE 2, 1890 IN VOLUME 10 OF DEEDS, PAGE 577, BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY NO. 9; ALSO EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE EAST LINE OF THE WEST 693 FEET OF THE EAST 1,188 FEET OF SAID SOUTHEAST 1/4.

P109916 – XREF ID (340412-3-018-0300)

THE LAND IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

THE NORTHERLY 1/2, NORTHWESTERLY 1/2 AND WESTERLY 1/2 OF THAT CERTAIN 100-FOOT WIDE RIGHT-OF-WAY CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY, LATER KNOWN AS THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY AND THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT-OF-WAY, THROUGH THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. EXCEPT THE TWO FOLLOWING DESCRIBED PORTIONS THEREOF;

1) THAT PORTION LYING NORTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE DISTANT 250.0 FEET SOUTHERLY AS MEASURED ALONG SAID MAIN TRACK CENTERLINE FROM THE NORTH LINE OF SAID SECTION 12; AND

2) THAT PORTION THEREOF LYING WITHIN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12 AS QUIETED IN JOHN CLIFFORD MITTERAND AND JIMMIE MITTERAND BY ORDER ENTERED JULY 18, 1996 IN SKAGIT COUNTY CAUSE NO. 95-2-01273-9 AS TRACT 6.

P24693 – XREF ID (340414-0-001-0108)

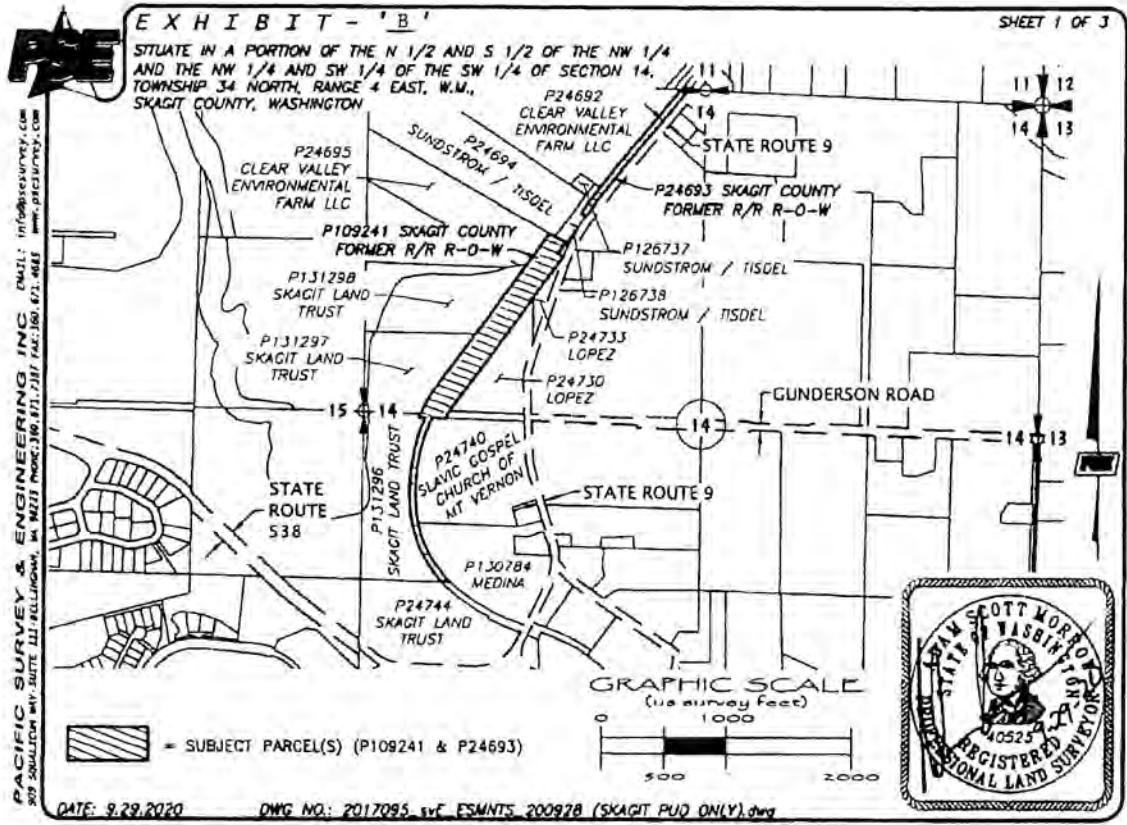
PARCEL "F"

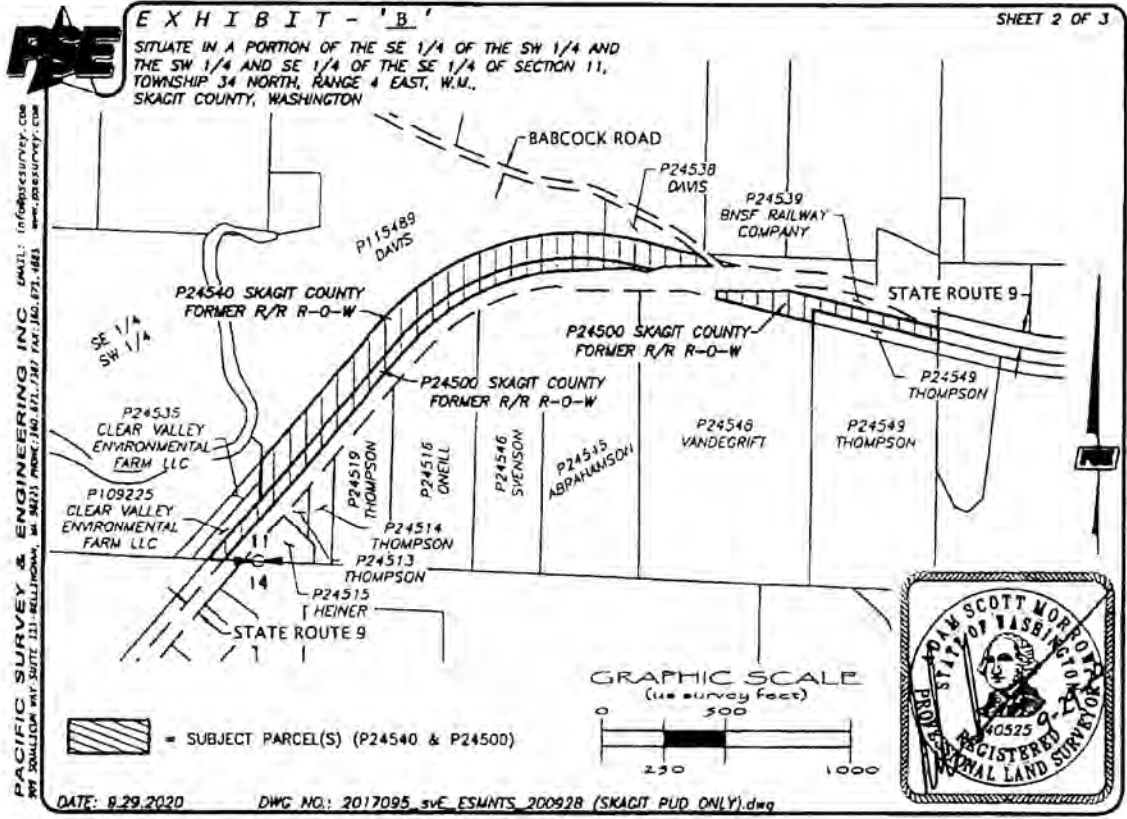
THOSE PORTIONS OF THE EASTERLY 1/2 OF THAT PORTION OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED APRIL 4, 1890 AND RECORDED JULY 13, 1890, IN VOLUME 10 OF DEEDS, PAGE 651, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHICH LIE NORTHERLY OF A LINE DRAWN PERPENDICULAR THROUGH THE CENTERLINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THROUGH THE POINT OF DIVERGENCE THE EASTERLY RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THE WESTERLY RIGHT-OF-WAY LINE OF THE ROAD RIGHT-OF-WAY COMMONLY KNOWN AS STATE HIGHWAY NO. 9, AS CONVEYED TO SKAGIT COUNTY BY DEEDS RECORDED AS AUDITOR'S FILE NOS. 9611150090, 9611250090 AND 9611250089; ALL BEING PORTIONS OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

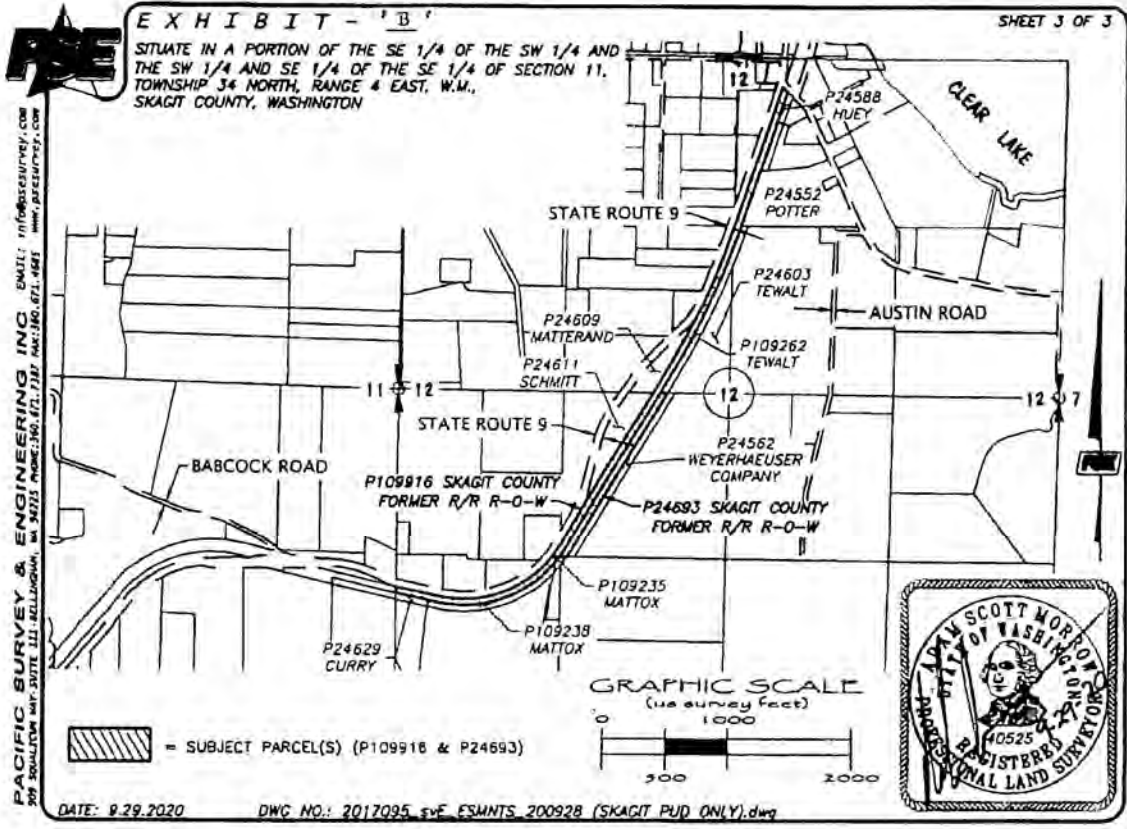
ALL SITUATED IN SKAGIT COUNTY, WASHINGTON



EXHIBIT "B"
GRAPHIC DEPICTION OF EASEMENT AREA









**Department of Energy
Bonneville Power Administration
914 Avenue D
Snohomish, Washington 98290**

December 17, 2020

In reply refer to: TERR-Snohomish

BPA Case No.: 20210074
Tract No. (s): A-B-24-A-100; S-BL-41-A-259
Line Name(s): Murray-Custer No 1; Monroe-Custer No 2
ADNO(s): 8434; 8428
Location: 24/3 – 24/4; 47/2 – 47/3

LAND USE AGREEMENT
Consent to Use of BPA's Easement Area

This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and Public Utility District No. 1 of Skagit County PUD ("Holder").

BPA holds easement rights ("BPA Easement") over the following described property ("BPA Easement Area"):

The NW¼ NE¼ of Section 5, Township 34N, Range 5E, WM Meridian, Snohomish County, State of Washington, as shown on the attached segment of BPA Drawing No, 121341, marked as Exhibit A.

Holder has requested BPA's permission to use portions of the real property subject to the BPA Easement for the installation of a 36" water line buried 4' in depth. ("Holder's Facility") as indicated on the Holder's drawings dated July 1st 2019 and marked as Exhibit C.

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the BPA Easement Area for the purpose proposed by Holder, and concurs that such use will not interfere with the current operation and maintenance of BPA's transmission facilities, if constructed in the manner and at the location shown on Exhibits A, B & C and made a part hereof.

In consideration of BPA's concurrence, Holder agrees to the following:

1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.
2. Holder is responsible for obtaining from the underlying landowner ("Landowner"), by good and sufficient legal instrument, all rights, interests and privileges for land use necessary and incident to the ownership and maintenance of Holder's Facility.
3. There may be other uses of the property located within the same area as Holder's Facility. This Agreement is subject to such superior rights.

4. This Agreement is valid only if Holder's Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached Exhibits. Relocations, changes or upgrades require BPA's prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder's Facility shall result in the termination of this Agreement.
5. Holder acknowledges and agrees that Holder's use of the property is subordinate to BPA's easement rights. BPA reserves the right to trim or remove trees, brush or shrubs or to remove any other encroachment within the BPA Easement Area which might interfere with the operation, maintenance, construction, removal or relocation of BPA's facilities. Holder agrees to alter, relocate or remove Holder's Facility, at no cost to BPA, to correct an interference with BPA's easement rights or to accommodate future modifications of BPA's facilities.
6. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, entities that regulate Holder, and all applicable environmental regulations.
7. Induced voltages and currents may occur on structures or other items constructed or placed under or near high voltage transmission lines. BPA has no duty to inspect Holder's Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder's Facility.
8. Holder shall notify BPA at least ten (10) business days prior to commencing installation of Holder's Facility.
Contact: Thomas Marr
Snohomish District Transmission Line Foreman
Phone: 360-563-3630 or by
Email: thmarr@bpa.gov
9. This Agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.
10. BPA may terminate this Agreement upon 30 days written notice. Holder shall, within **30** days of receiving such notice of termination, and at Holder's sole expense, vacate and restore the BPA Easement Area to a condition satisfactory to BPA. Upon Holder's failure to vacate and restore the BPA Easement Area within the above stated time period, BPA may remove Holder's Facility and restore the BPA Easement Area at Holder's expense.
11. A copy of this Agreement shall be physically located at Holder's project site during construction activities. Holder's employees, contractors and representatives shall adhere to all conditions and requirements listed herein.
12. Additional terms and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit B, attached hereto and made a part hereof.
13. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the BPA Easement Area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended.
14. Any damage to BPA's property caused by or resulting from Holder's use of the BPA Easement Area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holder.

Case No.: 20210074
Tract No.: A-B-24-A-100; S-BL-41-A-259

15. Holder's contact information:

NAME: Skagit County PUD, Mark Handzlik, P.E., Engineering Manager
ADDRESS: 1415 Freeway Drive, Mount Vernon, WA 98273
PHONE: (360) 848-2170
EMAIL: Handzlik@skagitpud.org

Holder agrees to notify BPA in writing of any changes to the above listed contact information.

This Agreement becomes effective upon the signature of all parties.

Holder:

Public Utility District No. 1 of Skagit County PUD



Mark Handzlik, P.E.
Engineering Manager

12/30/2020

Date

THIS AGREEMENT IS HEREBY AUTHORIZED:

United States of America, Department of Energy, Bonneville Power Administration

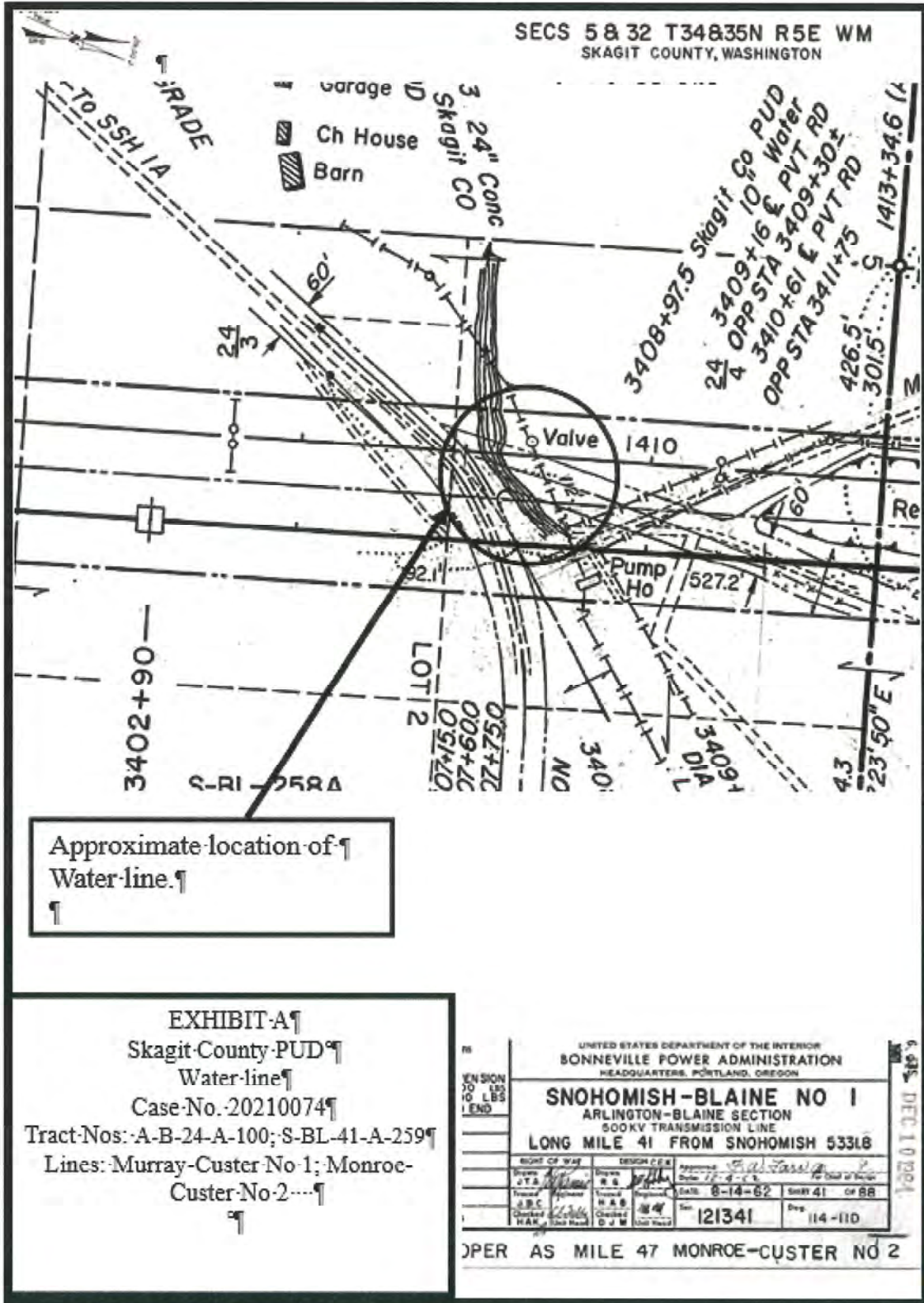
Michelle E Doiron
Realty Specialist

Date

If you have any questions or concerns, please notify a BPA Realty Office. You may contact Michelle E. Doiron ("BPA Representative") by telephone at 360-563-3641 or send written correspondence to the address listed at the top of this Agreement.

NOTE: BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

Exhibit A



Case No.: 20210074
Tract No.: A-B-24-A-100; S-BL-41-A-259

Exhibit B

ADDITIONAL TERMS AND CONDITIONS

1. The 36" water line buried 4' in depth. ("Holder's Facility") is approved at the location shown on the enclosed plan.
2. Due to other potential uses in the area of Holder's Facility, BPA requires that the Holder have a utility locate done prior to construction commencing.
3. Holder's Facility shall maintain a minimum horizontal clearance of at least 50 feet to the point where steel lattice tower legs enter the earth.
4. Holder shall bury and maintain the Holder's Facility to a depth of at least 36 inches or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
5. Holder shall maintain a minimum distance of at least 20 feet between Holder's Facility and the transmission line conductors (overhead wires) at all times. Do not measure this distance with a measuring tape, pole, or other physical means.
6. Holder shall employ a BPA-approved safety watcher during construction activities occurring under the conductors (wires) or if utilizing equipment with the potential to come within 20' of the conductors (wires), to ensure the safety of workers and the uninterrupted operation of transmission lines. Below is a list of BPA approved Safety Watchers:

Christenson Electric	
Tim Stevens	503 419-3605

EC Company	
Matt Ramsay	503-278-6048

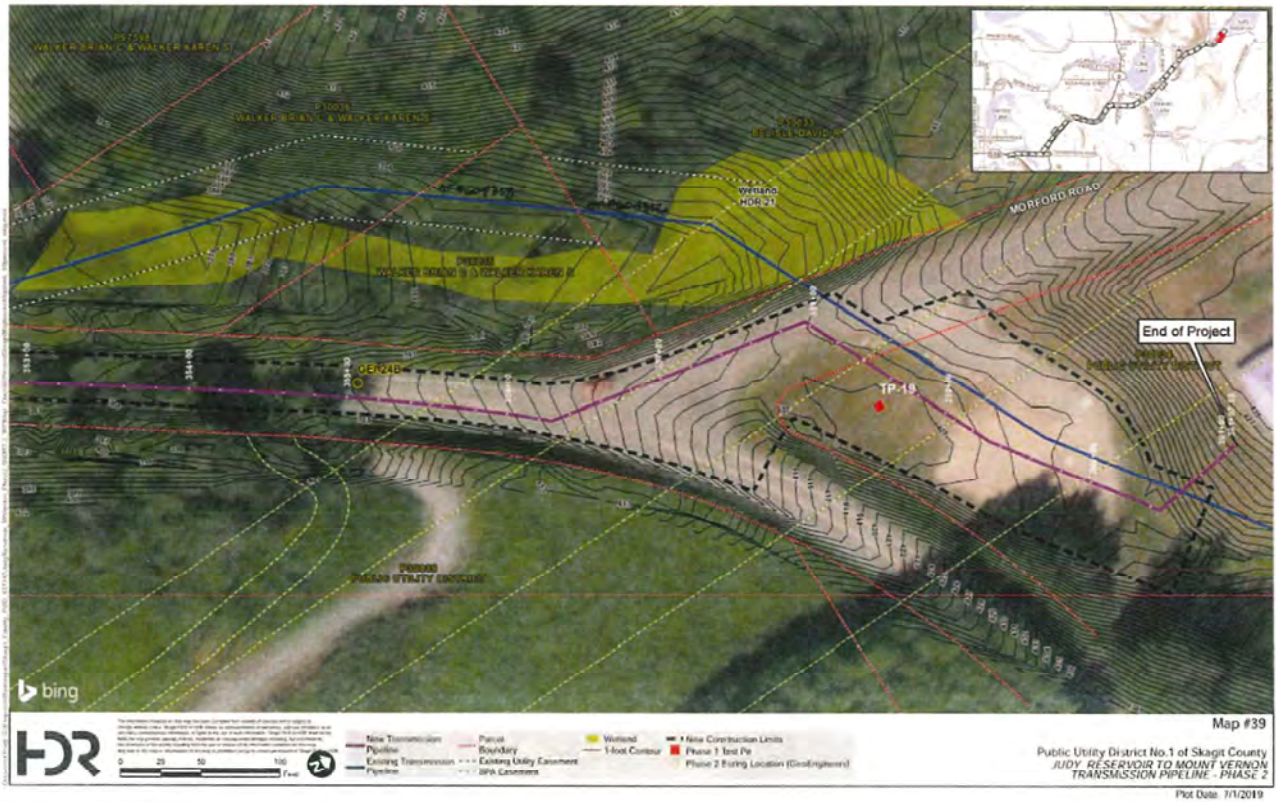
Resource Management Assoc. (RMA)	
Lane Kadel	503 803-2029

Power Technology Inc. (PTI)	
Carlos Ives	360-852-3145

7. Holder's equipment, machinery, and vehicles traveling within BPA's Easement Area shall remain at least 25 feet away from any BPA structure ground attachment point.
8. Holder shall not change the grade within the BPA easement area while excavating. Grade changes are prohibited to existing ground elevations within BPA's Easement Area.
9. Holder shall return BPA easement areas and access roads to their original condition following construction.
10. Holder to mark the location of the underground Holder's Facility with permanent signs and maintain such signs where they enter and leave BPA's Easement Area, and at any angle points within BPA's Easement Area.
11. Holder shall design and build any portion of Holder's Facility constructed within BPA's Easement Area to withstand HL-93 loading for BPA's heavy vehicles.
12. Holder shall not obstruct access to BPA's transmission line system. BPA personnel and/or its contractors must have access the transmission line system at all times.
13. Holder shall not store flammable materials or refuel vehicles or equipment within BPA's Easement Area.
14. Holder shall at their expense repair any damage to BPA property resulting from the proposed use of BPA easement area.
15. Notice: Nuisance shocks may occur within BPA's Easement Area. Grounding metal objects helps to reduce the level of shock. It is suggested that road building/construction equipment be grounded with a drag chain.

Case No.: 20210074
Tract No.: A-B-24-A-100; S-BL-41-A-259

Exhibit C



Case No.: 20210074
 Tract No.: A-B-24-A-100; S-BL-41-A-259

Judy Reservoir to Mount Vernon Transmission Line - Phase 2 - Pre-bid & Post Pre-Bid Meeting Question Log

Note: Additional questions have been received and are awaiting answers. They will be included in future Addenda.

Question	Responsible	Response	Add. No.
Does the welding specification for the HDD bore pipe require x-ray, or will it be a typical AWS welding standard? Is it Spiral welded pipe?	District	Specification section (15061, 1.2, B, d) requires 100% of the field butt welds to be radiographed in accordance with API 1104. The current specification (15061.2.3, 9) doesn't allow for spiral welded pipe for the HDD segment. This may be changed via Addendum.	2
In lieu of weathering steel, would a galvanized steel equivalent or better in Yield Strength be allowed with an aesthetic Natina finish applied?	District	The weathered steel as specified shall remain. Your request for deviation from the current specifications is denied.	2
With respect to the 220' truss bridge (Schedule A – bid item 77), specification 05125 subsection 3.3 C Weathering Steel; In lieu of weathering steel, would galvanized steel equivalent or better (in Yield Strength) be allowed? For example in lieu of ASTM A847 and AASHTO M270 Gr. 50W, would a steel bridge made from ASTM A572 Gr. 50 & 65 in which all material is hot-dip galvanized to ASTM A123 be acceptable? Allowance of this will enhance competition for the supply of the bridge superstructure.	District	I believe you are referring to BI#76 "Furnish and Install Bridge Structure and Piping instead of BI#77 "Furnish & Install Bridge Piles". Your request for deviation from the current bridge specifications is denied.	2
A bridge fabricator that is a certified Minority-owned Business Enterprise (MBE) has expressed interest in supplying the bridge components. The fabricator is an AISC certified bridge fabricator with the advanced category and experience fabricating bridges of a similar size and use. They don't have the fracture critical supplement. For an MBE supplier would you allow the fracture critical supplement requirement to be waived?	HDR - MB	The fracture critical supplement requirement cannot be waived.	2
2)Are Mechanical Joint Fittings with Romagrip or Megalug Restraint Kits an acceptable alternate to TR-Flex Fittings? Ford Uni-Rings and TR-Flex DI Fitting (as called out in Section 15064 – page 2) do not meet A.I.S. Standards	District	No, Roma Grip & Megalug is not approved for C909 by AWWA	2
3)What is Slot Pattern needed for the 6" PVC Called out in Detail 2/07C002 ?	District	Regular solid PVC pipe with field cut slits in the top 25% of pipe every three to four inches to allow the backed up water to infiltrate from the top of the collector pipe.	2
1.Please reference Section 00950, Part 13, Disadvantaged Business Enterprises. Part 13's header states (Temporarily suspended except for item c). a.If all sub-sections are temporarily suspended except for item c, does this contract contain no specific condition of award goals for disadvantaged businesses? b.Furthermore, reference item e under Part 13, MBE/WBE Reporting. This section specifically notes it is suspended. If the MBE/WBE Reporting is suspended as stated, is the contractor still required to submit EPA Form 6100-4 and EPA Form 6100-3 with its bid proposal?	District	This will be addressed via Addendum No. 2	2
2.Reference Section 15061 – 2.6. Request that LifeLast Durashield 110 be allowed as an approved equal. LifeLast Durashield 110 is applied at a 1:1 mix ratio, a more common ratio used by the steel pipe industry over the last decade. The 210 formulation is applied at a 2:1 mix ratio. The two formulations provide nearly identical performance. The 110 formulation is generally less expensive to furnish.	Murraysmith/District/HDR	DuraShield 110 is allowed as an approved equal to the specified Durashield 210 for specified lining and coating locations with the following conditions: Durashield 210 shall be used for the coating of the HDD segment due to it having better abrasion resistant properties. Even though the majority of the project is Cement Mortar Lined (CML), either Durashield 110 or 210 can be used as lining and must be NSF 61 certified for any segments not CML (HDD). The coating associated with the E. Fork Nookachamps Bridge Crossing shall be receptive and compatible to the "weathered steel" provisions per 15061-2.7.A.	2
3.Reference Section 015061 – A.3A.9 - Request Spiral Welding for HDD. Specs show Longitudinal Weld Only. Can you confirm this to be accurate for no spiral welding? Example of past successful project attached include Willamette River Crossing and Anacortes Skagit Raw Water Pipeline.	District/HDR	This spec section will be modified via Addendum to allow spiral welded pipe.	2
We would like to know if there will be a excel file available for the "Bid Schedule A - PUD Transmission Pipeline & Bid Schedule B - Bridge/Service Road Improvements and or if this file will be available or the location if it has been uploaded?	District	The District will not be providing an Excel file of the bid schedules.	2

We would like to put forward an alternate bid pricing for the Wet Land crossing & perform this as a HDD - noting UPI-HDD will submit as a possible lay savings and upon final review of GeoTech reports.	District	It is possible that this may be considered via a deviation request after bid. In order to keep the bidding platform fair and equitable for all bidders, it is denied prior to bid.	2
We would like to request the HDD's performed use POLY Pipe in Place of steal piping.	District	HDD shall remain steel piping as the design life is 100 years and the entire segment is cathodically protected.	2
We would like to request any known limits on Matting the ROW if any and to what limits if any on using Poly Mats vs Wood matting - expected durations of use directly after the Laying / HDD's / Bores that the Mats are expected to remain for Client use ie remain inplace until after final hand over and or Testing.	District	The approved Skagit County Right of Way Permit including limitations/restrictions will be included via Addendum.	2
Instructions to Bidders, Supplementary Instructions -2, 1.02A Explain the difference between #2 & #3	District	Disregard number 2 as it will be deleted per Addendum.	2
Section 05125 Bridge Crossing: 1.3 FABRICATOR QUALIFICATIONS AND DESIGN DEVIATIONS, A.1. Employ a structural engineer currently registered in the State of Washington. Our company has been providing prefabricated bridges nations wide for +/- 50 years. We do not employ a WA State licensed S.E. Sean Johnson is a P.E., is employed by Contech Engineered Solutions and would seal and sign our drawings for this bridge. He has been designing bridges for us since 2007 and has been the engineer of record for well over 1,000 steel bridges. In the rare case where an S.E. stamp has been required for a bridge in WA State, we have hired an S.E. to do a peer review. Would Skagit PUD be willing to review Sean's Resume and accept a peer review of Sean's design in lieu of Contech employing a WA State Licensed S.E.?	HDR	This request is denied based on the following response from the Design Engineer: We have reviewed the request from Contech regarding loosening licensing requirements and discussed with our bridge design team. The RCW's are clear, requiring that the bridge ("significant structure") design be signed and sealed by a structural engineer licensed in the state of Washington. By definition "significant structure" is for structures over 200-foot span length. This applies to any changes to the design that might be suggested or desired by the fabricator. While we believe Contech is a reputable fabricator, HDR cannot take responsibility for alternative designs or deviations that were not completed under the direct supervision of HDR. The work (design modifications or deviations) must be completed under a qualified engineer which in this instance must be a Washington State licensed Structural Engineer (SE). In our opinion, a peer reviewer stamp is insufficient since the reviewer would not be involved in direct supervision of the work. It is our opinion that the specification language should NOT be modified. The fabricators do have some latitude to hire a subconsultant or contract employee to satisfy the requirement. They also could elect to fabricate exactly as designed without changes. However, it is common for the fabricator and contractor to make changes that better suit their shop capability and practices or design for temporary construction conditions that are requested by the contactor and need professional design involvement. Please note the specific excerpts from the RCW and highlighted sections that pertains to this situation. RCW 8.43. 020 (12) "Significant structures" include: (e) Bridges having a total span of more than two hundred feet and piers having a surface area greater than ten thousand square feet; and RCW 8.43. 040 (iv) An engineer must be registered as a structural engineer in order to provide structural engineering services for significant structures.	2
Continued from above		RCW 8.43. 070 Each registrant hereunder shall upon registration obtain a seal of the design authorized by the board, bearing the registrant's name and the legend "registered professional engineer" or "registered land surveyor." Plans, specifications, plats, and reports prepared by the registrant shall be signed, dated, and stamped with said seal or facsimile thereof. Such signature and stamping shall constitute a certification by the registrant that the same was prepared by or under his or her direct supervision and that to his or her knowledge and belief the same was prepared in accordance with the requirements of the statute. It shall be unlawful for anyone to stamp or seal any document with said seal or facsimile thereof after the certificate of registrant named thereon has expired or been revoked, unless said certificate shall have been renewed or reissued.	
The Performance and Payment Bond found in the Agreement requires the address of the local office and agent of Surety Company. Does the bond need to be signed by a local agent of the Surety Company or can it be signed by a non-resident agent?	District-Handzlik	Any authorized representative of the issuing surety company. 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 and a Washington State Business License.	2

<p>Supplementary General Conditions 3.1 amends Section 1-03.4 to require a Utility Maintenance Bond for 25% of the Total Contract Amount on the form specified by the District that warrants all equipment, materials, and labor for one-year after final acceptance. The Performance and Payment Bond already includes a one-year warranty. Is a separate Utility Maintenance Bond required in addition to the Performance Bond, if so, please provide a copy of the Utility Maintenance Bond form and identify who the intended obligee is?</p>	<p>District</p>	<p>A separate Utility Maintenance Bond is not required. Upon completion of the project and during the maintenance period, the bond is reduced to 25% of the original bond value. The Performance and Payment Bond form is included in the bid documents.</p>	<p>2</p>
<p>1-07.18.4 of the 2020 Standard Specifications requires that the additional insured status be granted by the form CG 20 10 11 85. The current form of this endorsement utilized by ISO are the ISO CG 20 10 12 19 version. Please amend to: "All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 12 19 or a form deemed equivalent by the Contracting Agency, providing the Additional Insureds with all policies and coverages set forth in this section, with the exception of the OCP and Commercial Auto policies ..."</p>	<p>District</p>	<p>The District relies on defaulting to the WSDOT specification which is reviewed and updated by WSDOT risk management personnel. This request is denied.</p>	<p>2</p>
<p>1-07.18.5 of the 2020 Standard Specifications requires that the general liability insurance be provided on a "per project" aggregate basis for both general and products / completed operations aggregates. The industry standard ISO endorsement CG 25 03, which provides aggregate limits on a per project basis, only applies to the general liability general aggregate limit and there is no commercially available equivalent endorsement on the products and completed operations aggregate limit. The contractor will have to procure a project specific general liability and products completed operations policy. The project specific coverage will add significant cost to the project. Please amend 1-07.18 (5) to state the following: <i>"The coverage limits to be provided by the Contractor for itself and to the Contracting Agency and Additional Insureds pursuant to this Section or any Special Provision, shall be on a "per project" aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims."</i></p>	<p>District</p>	<p>We are aware of the additional cost of the project specific coverage, however we believe this provides the exact protection we are wanting. This request is denied.</p>	<p>2</p>
<p>1-07.18.9 of the 2020 Standard Specifications states that if a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000. Please delete the deductible restriction in this Section 1-07.18.9 in its entirety. Deductibles are the responsibility of the first named insured on the policy and the deductible reimbursement between the insured and its insurers are handled by other forms of financial security for which the insured is solely responsible. If the requirement is not deleted, the contractor may be required to purchase project specific policies which will increase the cost for insurance for this bid significantly. "The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00."</p>	<p>District</p>	<p>Your request for omitting the following "However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00 is denied." The language shall remain as originally specified.</p>	<p>2</p>
<p>1-07.18.11 of the 2020 Standard Specifications requires certified copies of all policies be provided 10 days prior to Contract execution. Contractor is a large, sophisticated entity whose corporate policies insure all operations in the United States. Providing complete copies of a corporate policy is an onerous and unnecessary requirement. Per market precedence, certificates of insurance with applicable endorsements should suffice. Please amend to: "Within 30 days of being awarded a Contract, the Contractor shall provide the Department with certificates of insurance with applicable endorsements complete copies, which may be electronic copies, of all insurance policies required under this section and any Special Provisions."</p>	<p>District</p>	<p>Your request for modification of this item is denied. The Standard Specification 1-07.18.11 requires ACCORD Form Certificate of insurance for the purpose of contract execution and the actual policies are due within 30 days of award. 1-07.18.11 "Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, PO Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this section and any Special Provisions."</p>	<p>2</p>

Can we have quantities verified on the following bids items ? Bid Item 84 shows 13 ea 2" AVAR Assembly. Table 1 on Plan Sheet 07C013 lists a total of 7. Bid Item 85 shows 34 ea 4" AVAR Assembly. Table 1 on Plan Sheet 07C013 lists a total of 17.	District	The following Bid Item Quantities will be corrected via Add. No. 2: BI 83 - (1" AVAR Assembly) replace 3 with 7 each. BI 84 - (2" AVAR Assembly) replace 13 with 7 each. BI 85 - (4" AVAR Assembly) replace 34 with 17 each. The existing table on 07C013 only reflects the AVAR's on the transmission line. The remaining AVAR's associated with the Distribution lines can be found on the 06 series drawings.	2
When will a Addendum No2 be issued as i see not all the RFI's have been covered in Addendum No1	District	We are planning on issuing Addendum No. 2 the first week in January.	2
One of our preferred bridge subcontractors for this project does not meet the experience requirement of "Within ten (10) years prior to Bid opening, the bridge contractor must have completed at least (3) projects that included the installation of a steel bridge with a single span of a minimum of 150 feet." This contractor has completed two single span bridges longer than 150 feet in the past five (5) years and they have several multiple span bridges as a part of their resume that they have completed not only as the bridge contractor, but as the prime contractor. I have attached three layouts of the bridges they have completed recently. Two of these layouts are for the single span bridges and another is for a double span bridge. Additional information about past projects can be provided if necessary. Is the Public Utility District No. 1 of Skagit County willing to allow bridge subcontractors that do not fully meet the experience requirements stated in the "required supplementary bidder responsibility criteria" ? We believe this contractor has the experience and is more than capable to complete the bridge on this project in a safe, cost effective, and timely manner.	District	The District will be maintaining the criteria as written in the bid documents. However, you may disregard Required Supplementary Bidder Responsibility Criteria Section 1.02 - A.2 "General Contractor & Prime Bidder's Project Manager:" as it will be deleted per Addendum.	2
Section 15061, page 4, paragraph 1.3.N.1, calls for 100% RT examination of "Butt Strap Joint Welds". Please confirm this should mean "Butt Welds" (CJP).	District	"Butt Strap Joint Welds" will be changed via Addendum to "Butt Joint Welds".	2
The Bidder's Checklist included EPA 6100-4 and EPA 6100-3 DBE Sub-Contractor Performance Form along with Bidders List, however, in Section 00950 State and Federal Funding Requirements states in item 13. Disadvantaged Business Enterprises (Temporarily suspended except for item c). The EPA 6100-4 and 6100-3 and Bidders List all would be considered "suspended". Can you verify if we will be required to submit those forms?	District	This will be addressed via Addendum No. 2	2
If possible could we get a hold of the cad files that were used to generate the grading plans or vector data pdfs? The plans on the BXWA are half scale scans.	District	No CAD files will be posted for bidding purposes. You can view plansheets on our website www.SkagitPUD.org .	2
We would like to bid this project and have one exception to the specification regarding the Polyurethane coating material. Steel Pipe Spec 15061 2.6 Polyurethane Coating A. Acceptable Products 1. Corropipe ii PW Off-White by Madison Chemical Industries, Inc 2. Durashield 210-61 by LifeLast, Inc. 3. Or approved equal Thompson Pipe Group manufacturing production line is set up to use Durashield 110 Polyurethane, will you please consider this an acceptable project for the coating? Attached is some product data and references for projects that have successfully used Durashield 110. If you would like some more information I will be happy to put you directly in contact with LifeLast.	District	DuraShield 110 is allowed as an approved equal to the specified Durashield 210 for specified lining and coating locations with the following conditions: Durashield 210 shall be used for the coating of the HDD segment due to it having better abrasion resistant properties. Even though the majority of the project is Cement Mortar Lined (CML), either Durashield 110 or 210 can be used as lining and must be NSF 61 certified for any segments not CML (HDD). The coating associated with the E. Fork Nookachamps Bridge Crossing shall be receptive and compatible to the "weathered steel" provisions per 15061-2.7.A.	2
Would like access to CAD files. Having trouble viewing plans on BXWA.	District	No CAD files will be posted for bidding purposes. You can view plansheets on our website www.SkagitPUD.org .	2
Wanted specification to bid on drone video for the project.	District	Explained that the project was for transmission line and we have a drone video currently available to bidders.	2

<p>Regarding the Required Supplementary Bidder Responsibility Criteria Section 1.02 A. Experience- We are inquiring if modifying the requirement of at least 3 projects of 1,000 feet in the last 10 years, to also accept as equivalent, demonstration of installing over 10,000 feet of coated & lined welded steel pipe in the last 10 years- whether it be in 1 project or 5. This would apply to items 1-4 of the General and Prime Contractor's management. Also consider modifying the requirement of 3 steel bridges with a single span of 150 feet in the last 10 years considering the limited amount of steel bridges installed in Washington State.</p>	District	<p>The District will be maintaining the criteria as written in the bid documents. However, you may disregard Required Supplementary Bidder Responsibility Criteria Section 1.02 - A.2 "General Contractor & Prime Bidder's Project Manager:" as it will be deleted per Addendum.</p>	2
<p>Blue Sky is a Pipeline Construction General Contractor out of Meridian Idaho and we are eagerly reviewing the Judy Reservoir Transmission Pipeline Project. An experience requirement for the General Contractor's PM and Supt is that they have completed at least three projects consisting of 24" minimum diameter welded steel pipeline in excess of 1,000LF. Blue Sky easily meets those requirements. However, we wanted to clarify the requirement listed under "General Contractor and Prime Bidder" stating that Prime Contractor must have completed at least three projects of 24" minimum diameter coated and lined welded steel pipe. All of our previous pipeline installations had extensive exterior coating, however, most of the projects we have constructed did not have interior lining associated with the piping. We would like to confirm if that would preclude us being able to construct this project as a Prime Contractor?</p>	District	<p>The District will be maintaining the criteria as written in the bid documents. However, you may disregard Required Supplementary Bidder Responsibility Criteria Section 1.02 - A.2 "General Contractor & Prime Bidder's Project Manager:" as it will be deleted per Addendum. In order to bid on this project, the Supplementary Bidder Responsibility Criteria must be met.</p>	2
<p>Do you have an approximate idea when Addendum 2 will be issued by the PUD? Will it be a sizeable addendum that includes a lot of changes?</p>	District	<p>We are aiming to issue Addendum No. 2 by Wednesday, January 13, 2021.</p>	2
<p>I was just following up with the previous email and questions about the paving details on the Judy Reservoir project. I know you mentioned an addendum may be coming out, is that still in the works?</p>	District	<p>Yes, we are hoping to issue Addendum No. 2 on Wednesday, January 13, 2021.</p>	2