

**ADDENDUM 2
TO THE CONTRACT PROVISIONS AND CONTRACT PLANS**

FOR

**MUKILTEO WATER & WASTEWATER DISTRICT
LIFT STATION 9 UPGRADE
G&O #19424**



ISSUED THIS DATE: FRIDAY, FEBRUARY 7, 2020

**BID OPENING: 1:00 P.M. (LOCAL TIME) ON
WEDNESDAY, FEBRUARY 12, 2020
MUKILTEO WATER & WASTEWATER DISTRICT
7824 MUKILTEO SPEEDWAY
MUKILTEO, WASHINGTON 98275**

Bidder shall acknowledge receipt of this Addendum and all previous addenda on Page P-4 of the Proposal.

TO PROSPECTIVE BIDDERS:

The attention of all prospective bidders on the above project is directed to the following additions and modifications to the Contract Provisions and Contract Plans.

I. ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO THE PROPOSAL

ITEM 1:

Page P-2, Proposal

DELETE Bid Item 12, S&B, Inc. Integration and **REPLACE** with the following:

“12. S&B, Inc. Integration 1 LS \$252,000 \$252,000”

ITEM 2:

Page P-2, Proposal

DELETE Bid Item 13, Electrical Service and **REPLACE** with the following:

“13. Electrical Service 1 LS \$25,000 \$25,000”

II. ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO THE TECHNICAL SPECIFICATIONS

ITEM 1:

Page 02535-2, Specification Section 02535-2, PRODUCTS

ADD the following section:

“2.6 DUCTILE IRON PIPE

Ductile iron pipe shall be centrifugal cast pipe conforming to AWWA C151, Class 52, unless otherwise noted, bituminous coated and epoxy-mortar lined in accordance with, AWWA C104. All flanged spools shall be Class 53.

The pipe shall be polyethylene or epoxy lined to a nominal thickness of 40 mils. Minimum lining thickness shall be 30 mils. Products meeting the standard are US Pipe “Polylined,” “Protecto 401,” and American Pipe “Polyband,” or equal. The exterior shall be coated with an asphaltic coating

Mechanical joints shall comply with AWWA C111. Flanges shall comply with ANSI B16.1, Class 125. Flange gaskets shall be full face.

Fittings shall be ductile iron and shall comply with AWWA C110 or AWWA C153, bituminous-coated exterior and cement mortar lined, 350 psi minimum pressure. Fittings shall not be “Tyton” or other push-on type joint.

Where indicated on the Plans, restrained joints shall be used.

Mechanical joint restrainer shall utilize the full circumference of the pipe for restraining and utilize standard MJ gasket and bolts. The mechanical joint restraint device shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1. The restrainer shall be Grip Ring as manufactured by Romac Industries, Mega-Lug, or equal.

Restrained joint pipe shall be push-on joint pipe with FIELD LOK[®] or TR FLEX[®] gaskets as furnished by U.S. Pipe, or equal.

All bolts, buried and unburied, shall be coated with Armite Anti-Seize Compound 609, or equal, prior to installation.”

ITEM 2:

Page 02535-5, Specification Section 02535-3.10, SIDE SEWERS

REVISE the first sentence of the first paragraph as shown below:

“Side sewer installation shall be constructed in the same manner as sewer mains, ~~as specified in section 02536.~~”

ITEM 3:

Page 09900-13, Specification Section 09900-2.2 L, EXPOSED TO VIEW INTERIOR CONCRETE WALL AND CEILING SURFACES IN OCCUPIED OR SEMI-OCCUPIED SPACES

REVISE the title and first paragraph as follows:

“L. EXPOSED TO VIEW INTERIOR CONCRETE WALL AND CEILING SURFACES IN ~~OCCUPIED OR SEMI-OCCUPIED SPACES~~ *DRY WELL*

1. Scope

This Section shall apply to all exposed to view interior concrete wall and ceiling surfaces in ~~occupied or semi-occupied spaces within buildings and structures~~ *the dry well*. Color shall be selected by the Owner.”

ITEM 4:

Page 09900-13, Specification Section 09900-2.2 M, EXPOSED TO VIEW EXISTING INTERIOR CONCRETE, CMU AND CEILING SURFACES IN OCCUPIED OR SEMI-OCCUPIED SPACES

REVISE the title and first paragraph as follows:

“M. EXPOSED TO VIEW EXISTING INTERIOR CONCRETE, ~~CMU AND CEILING SURFACES IN OCCUPIED OR SEMI-OCCUPIED SPACES~~ *DRY WELL*

1. Scope

This section shall apply to all exposed to view existing interior concrete, ~~CMU and ceiling~~ surfaces in ~~occupied or semi-occupied spaces within buildings or structures~~ *the dry well* including walls, floors and ceilings as noted on the drawings that require a newly painted surface be applied.”

ITEM 5:

Page 15050-1, Specification Section 15050-1.2, RELATED WORK SPECIFIED ELSEWHERE

ADD the following item:

“02535 Sanitary Sewers”

ITEM 6:

Page 15050-8, Specification Section 15050-2.9, MISCELLANEOUS FITTINGS

ADD the following section:

“E. GROOVED PIPE COUPLERS

Grooved pipe couplers for ductile iron pipe shall be Victaulic Style 31, or approved equal.

The gaskets shall be suitable for use in wastewater.

All grooved joint couplings, fittings, valves, and specialties shall be the products of a single manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.”

ITEM 7:

APPENDIX C – CONSTRUCTION EASEMENTS

ADD the attached letter from Jones Lang LaSalle to the end of Appendix C.

III. ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO THE CONTRACT PLANS

ITEM 1:

SHEET G-5, TESC AND STAGING PLAN

DELETE the Sheet G-5 and **REPLACE** with the attached revised Sheet G-5.

ITEM 2:

SHEET M-5, DRY WELL AND WET WELL DEMOLITION SECTION

DELETE the Sheet M-5 and **REPLACE** with the attached revised Sheet M-5.

ITEM 3:

SHEET M-7, MECHANICAL SITE PLAN

DELETE the Sheet M-7 and **REPLACE** with the attached revised Sheet M-7.

ITEM 4:

SHEET M-8, DRY WELL AND WET WELL PLAN AND SECTION

DELETE the Sheet M-8 and **REPLACE** with the attached revised Sheet M-8.

ITEM 5:

SHEET M-9, VALVE VAULT AND DRY WELL PLAN AND SECTION

DELETE the Sheet M-9 and **REPLACE** with the attached revised Sheet M-9.

ITEM 6:

SHEET M-10, EMERGENCY STORAGE AND WET WELL PLAN AND SECTION

DELETE the Sheet M-10 and **REPLACE** with the attached revised Sheet M-10.

ITEM 7:

SHEET A-2, ELECTRICAL BUILDING AND GENERATOR PLAN

ADD the following note:

- “1. DOORS 1 AND 2 TO BE EQUIPPED WITH PANIC EXIT DEVICE PER SPECIFICATIONS.”

ITEM 8:

SHEET A-3, ELECTRICAL BUILDING AND GENERATOR EXTERIOR ELEVATIONS

DELETE the Sheet A-3 and **REPLACE** with the attached revised Sheet A-3.

ITEM 9:

SHEET A-4, ELECTRICAL BUILDING AND GENERATOR PLAN

ADD the following note to Detail 5:

- “1. FINISH EXHAUST PIPING FROM THE GENERATOR ENCLOSURE TO THE RAIN CAP WITH HIGH TEMPERATURE PAINT; PPG HI-TEMP 1027, OR EQUAL. 2" HIGH TEMPERATURE BLANKET INSULATION SHALL BE FIRWIN CORP REMOVABLE INSULATION BLANKET SYSTEM WITH GREY SILICONE OUTER LAYER, FIRWIN 1200 FIBERGLASS MIDDLE LAYER, AND FIRWIN 304SS INNER LAYER, OR EQUAL.”



Jones Lang LaSalle Americas, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

January 17, 2020

Mukilteo Water and Wastewater District
Attention: Mr. Jim Voetberg
7824 Mukilteo Speedway
Mukilteo, WA 98275

Tracking no. 19-64069

Dear Mr. Voetberg:

Enclosed please find one (1) fully executed Temporary Occupancy License as authorization to do the work. ***Please contact the Roadmaster at (425) 304-6690 at least ten (10) days in advance of entry and BEFORE YOU DIG, CALL (800) 832-5452 (option 6).*** If you need additional information please contact me at (817) 230-2631.

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

Sincerely,

Katie Robles

Katie Robles
Manager Permits

Enclosure

cc: Paul Farley – BNSF Roadmaster, paul.farley2@bnsf.com

TEMPORARY OCCUPANCY PERMIT

THIS TEMPORARY OCCUPANCY PERMIT ("**License**"), is made to be effective January 27th, 2020, (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **MUKILTEO WATER AND WASTEWATER DISTRICT**, a Washington corporation ("**Licensee**").

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

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to temporarily occupy, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), for the purposes specified in **Section 4** below, Licensor's rail corridor at or near Mukilteo, County of Snohomish, State of Washington, Line Segment 0050, Mile Post 28.47 as shown on the attached Drawing No. 76920, dated October 28, 2019, attached hereto as Exhibit "A", and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of 1 year, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
4. Use. Licensee shall use Premises exclusively as a site for access for foot traffic to access adjacent land to upgrade a sewer lift station. Licensee shall not use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of one thousand three hundred fifty and No/100 Dollars (\$1,350.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging

rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2½%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

LICENSEE'S OPERATIONS

10. **Use of the Premises.**
- 10.1 Licensee shall notify Licensor's Roadmaster, Paul Farley at Paul.Farley2@BNSF.com, telephone 425-304-6690, at least ten (10) business days prior to entering the Premises. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 10.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 10.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 10.4 Any contractors or subcontractors performing work on the Premises, or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 10.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right

of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

LIABILITY AND INSURANCE

11. Liability and Indemnification.

- 11.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 11.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 11.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 11.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 11.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 11.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 11.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 11.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

- 11.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 11.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 11.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
12. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
13. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 13.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
- This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
 - Waiver of subrogation in favor of and acceptable to Licensor.
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
 - Separation of insureds.

- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 13.2 **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

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

- 13.3 **Workers' Compensation and Employers' Liability Insurance.** This insurance shall include coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

13.4 **Intentionally deleted.**

13.5 **Intentionally deleted.**

13.6 **Other Requirements:**

- 13.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 13.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 13.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all

Licensors liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

- 13.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 13.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 13.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 13.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 13.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 13.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 13.6.10 Failure to provide evidence as required by this **Section 13** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 13.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 13.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 13.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**14. Compliance with Laws, Rules, and Regulations.**

- 14.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to Licensee's use of the Premises.
- 14.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one (1) year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

15. Environmental.

- 15.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 15.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through or on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 15.2**.
- 15.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 15.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the access for foot traffic to access adjacent land to upgrade a sewer lift station which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 15.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however,

that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

16. **No Warranties.**

16.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

16.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE ACCESS FOR FOOT TRAFFIC TO ACCESS ADJACENT LAND TO UPGRADE A SEWER LIFT STATION WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

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

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

DEFAULT, TERMINATION, AND SURRENDER

19. **Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 13**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:**

19.1 **If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 21** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 13**.**

- 19.2 Should Licensee not comply fully with the obligations of **Section 15** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 19.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 19** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 19.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
20. Surrender of the Premises.
- 20.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 20.1.1 remove all of its equipment from the Premises;
- 20.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 20.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 20.1.4 leave the Premises in the condition which existed as of the Effective Date of this License.
- 20.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 20.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 20.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore.

MISCELLANEOUS

21. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
21. **Assignment.**
- 21.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 21** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 21.2 For purposes of this **Section 21**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least fifty percent (50%) of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 21.3 Notwithstanding the provisions of **Section 21.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 13** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 21.4 The provisions of this **Section 21** shall survive the expiration or earlier termination of this License.
22. **Notices.** Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Rd., Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: Mukilteo Water and Wastewater District
7824 Mukilteo Speedway
Mukilteo, WA 98275

23. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.
24. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
25. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
26. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
27. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
28. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
29. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
30. Interpretation.
 - 30.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended

to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

- 30.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
32. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
33. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4200 Buckingham Rd., Suite 110
Fort Worth, TX 76155

By: Shane Krueger
Shane Krueger
Title: Vice President
Date: 11/27/2020

LICENSEE:

MUKILTEO WATER AND WASTEWATER DISTRICT, a Washington corporation

By: Jim Vortty
Title: General Manager
Date: 11/21/19

COORDINATE SYSTEM: WA_N

TRACKING NO. 19-64069

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

MUKILTEO WATER AND WASTEWATER DISTRICT

SCALE: 1 IN = 50 FT
NORTHWEST DIV.
SCENIC SUBDIV. I.S. 0050
DATE: 10/28/2019

SECTION: 4
TOWNSHIP & RANGE:
28N 4E
MERIDIAN: WILLM



MAP REF. 952319

LEGEND:

- ▬▬▬ PREMISES
- ▬▬▬ RIGHT OF WAY LINE
- ▬▬▬ TRACK

DESCRIPTION:

A PARCEL(S) OF LAND CONTAINING A TOTAL OF 700 SQ FT. (0.01 A.C.) MORE OR LESS SHOWN HATCHED, TO BE USED FOR EXCAVATION AND RESTORATION WHILE CONSTRUCTING CONCRETE WALL AND SLAB ABUTTING BNSF RIGHT OF WAY. NO PERMANENT STRUCTURE WITHIN BNSF ROW.

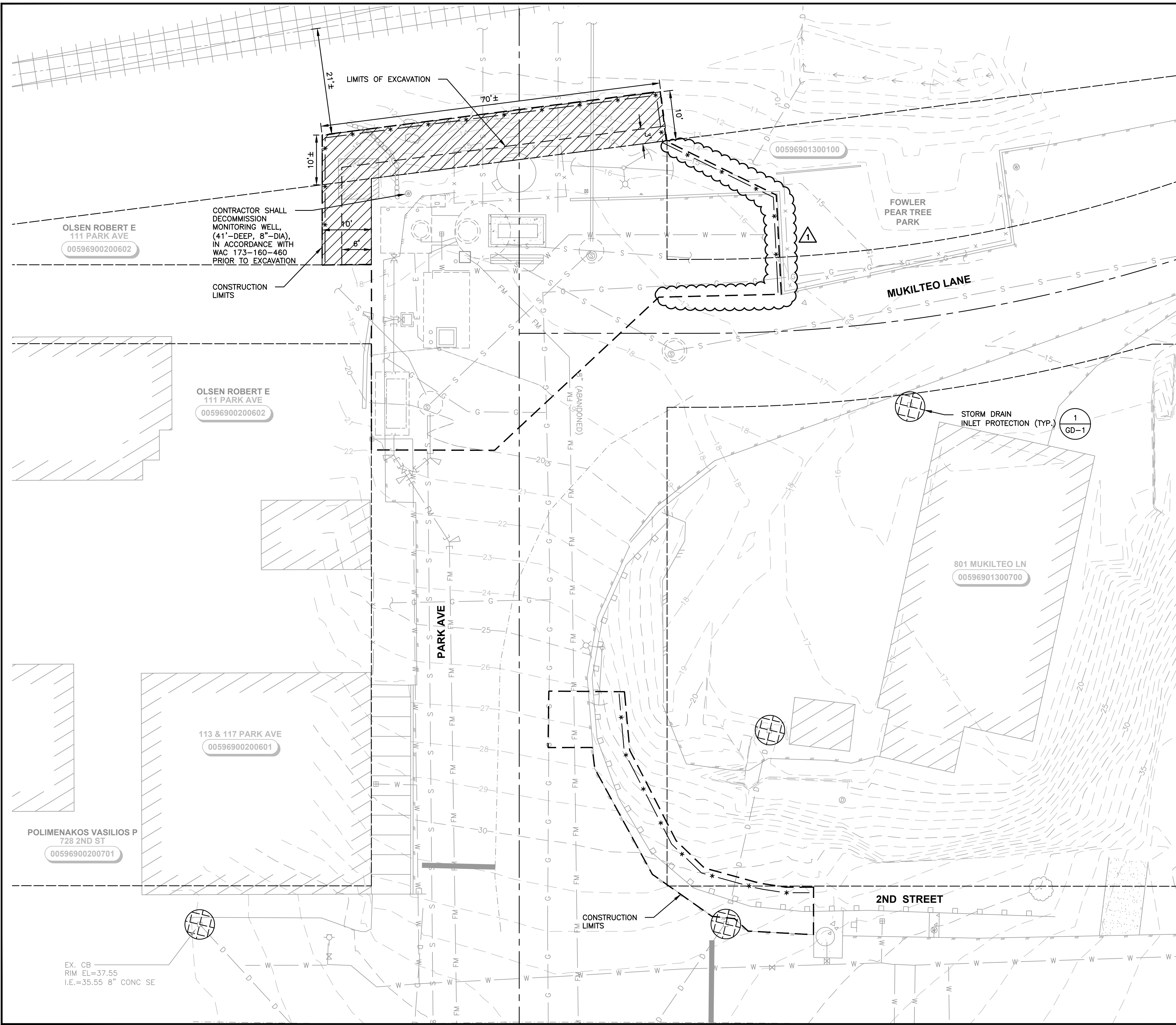
MUKILTEO
COUNTY OF SNOHOMISH

STATE OF WA

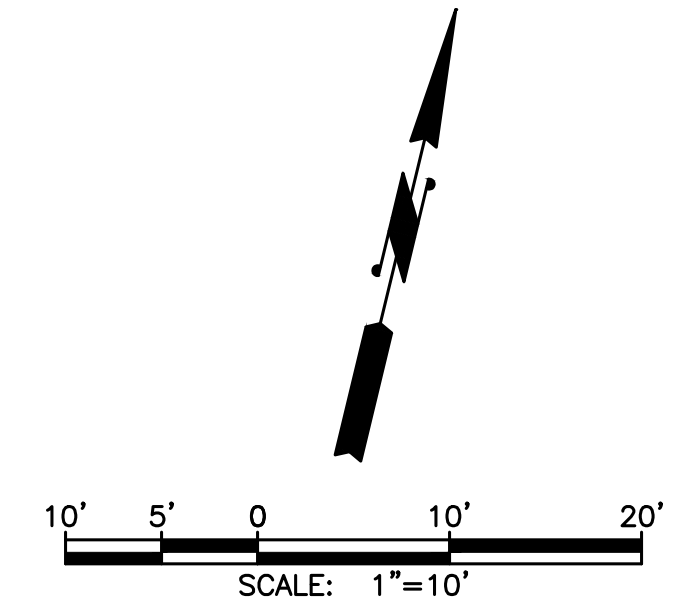
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

DRAWN BY:TR DRAWING NO. 76820

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EX. CB
RIM EL=37.55
I.E.=35.55 8" CONC SE

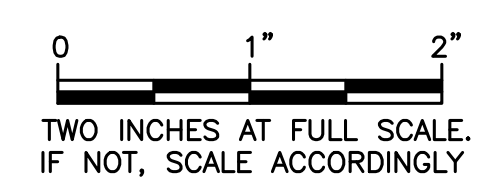


NOTES:

- SEE EROSION CONTROL NOTES, SHEET G-8.
- SEE PERMIT AND SPECIFICATIONS FOR RESTORATION AND WORK HOUR REQUIREMENTS.
- CONTRACTOR TO INSTALL CATCH BASIN INLET PROTECTION BEFORE AND AFTER INSTALLATION AND DURING UPSTREAM AND DISTURBING ACTIVITIES PER DETAIL 1 ON SHEET GD-1.
- PROTECT EXISTING FORCE MAIN AT ALL TIMES WHEN EXCAVATING IN PROXIMITY.
- PROVIDE LOCAL ACCESS TO THE ROW DIVIDING 111 PARK AVENUE
- MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON MUKILTEO LANE EXCEPT WHEN APPROVED BY THE PROJECT ENGINEER.
- LOCATION OF RAILROAD TRACKS AND BUILDINGS ON ADJACENT PROPERTIES ARE BASED ON AERIAL PHOTOGRAPHS. THE OWNER/ENGINEER DOES NOT WARRANT THE ACCURACY OF THEIR LOCATION IN THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE AND VERIFY EXISTING CONDITIONS PRIOR TO BIDDING. WHERE EXISTING CONDITIONS DIFFER FROM THOSE SHOWN TO THE EXTENT THAT THEY WILL IMPACT THE COST OF THE CONTRACTOR'S WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING PRIOR TO BIDDING.
- RETURN STRIPING AND ALL STREET MARKINGS TO ORIGINAL CONDITION.

LEGEND:

- STOP BAR
- TEMPORARY SILT FENCE
- TEMPORARY CONSTRUCTION EASEMENT
- CONSTRUCTION LIMITS



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CONSULTING ENGINEERS
1130 RAINIER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 264-0860

DATE: JAN 2020	BS	MDK	BPB
DRAWN:		CHECKED:	
APPROVED:			

MDK	DATE	APPD
2/7		
ADDENDUM NO. 2	REVISION	No.
1		

MORRIS D. KNIGHTON
REGISTERED PROFESSIONAL ENGINEER
STATE OF WASHINGTON
No. 5274
7 February 2020

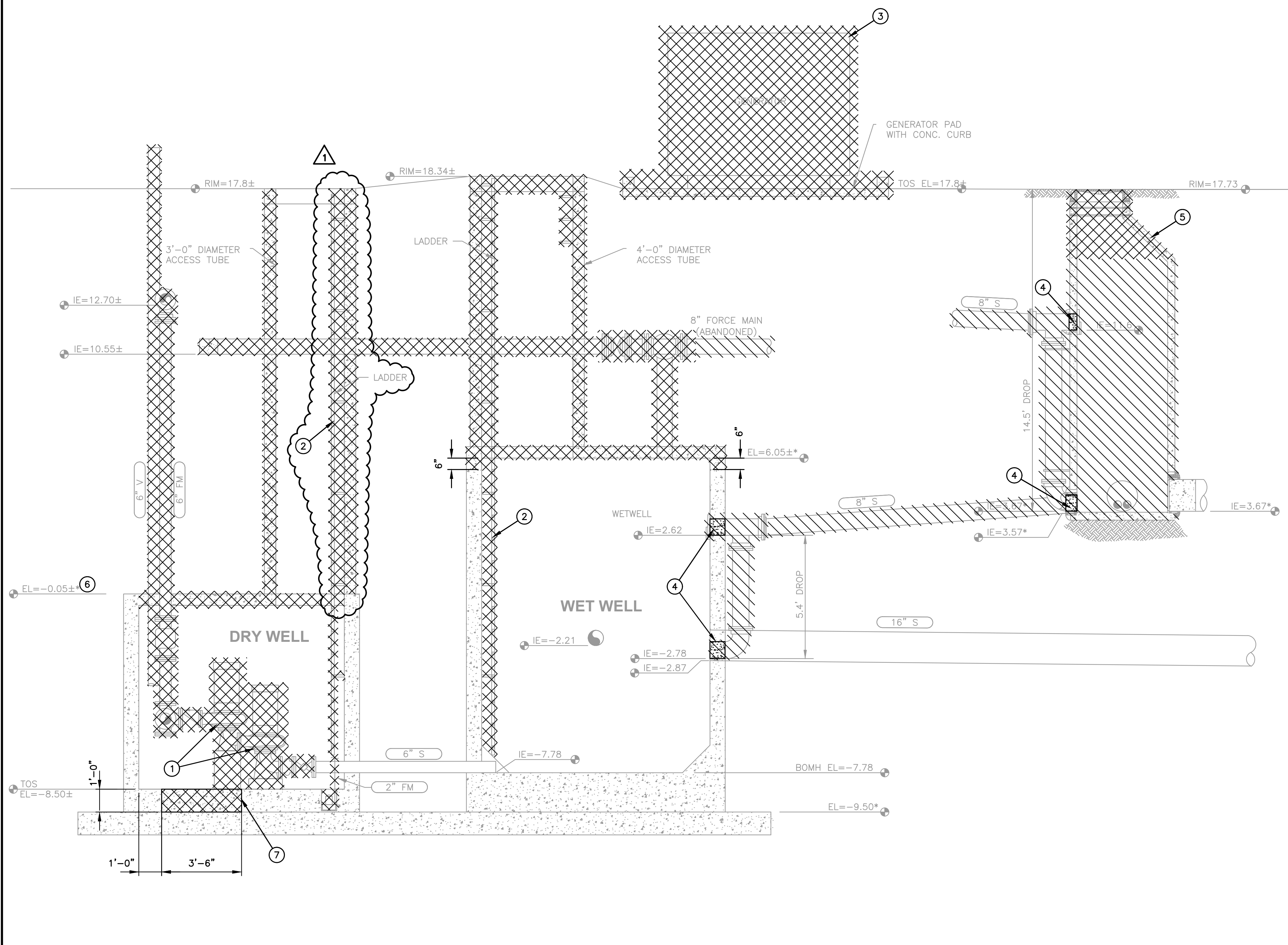
BARRETT P. BAKER
REGISTERED PROFESSIONAL ENGINEER
STATE OF WASHINGTON
No. 338
7 February 2020

MUKILTEO WATER & WASTEWATER DISTRICT
WASHINGTON
SNOWHOMISH COUNTY

LIFT STATION 9 UPGRADE
TESC AND STAGING PLAN

SHEET: G-5
OF: 9
JOB NO.: 19424
DWG: SITE PLAN

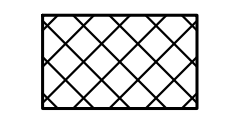
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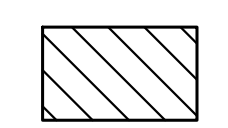
A
M-4 **DRY WELL AND WET WELL SECTION**
SCALE: 3/8"=1'-0"

LEGEND:

- ① SALVAGE PUMPS
- ② DEMOLISH AND WASTEHAUL LADDER
- ③ SALVAGE GENERATOR
- ④ PLUG PIPE, 3 PIPE DIAMETERS DEEP, WITH NON-SHRINK GROUT.
- ⑤ DEMOLISH MANHOLE TO FOUR- FEET BELOW GRADE. PLUG ALL PIPES WITH NON-SHRINK GROUT. PERFORATE THE BASE BY DRILLING WITH NO FEWER THAN FIVE ONE-INCH HOLES TO ALLOW DRAINAGE. FILL TO TOP OF WALL WITH SAND.
- ⑥ CONTRACTOR SHALL FIELD-VERIFY TOS ELEVATION PRIOR TO RISER SUBMITTAL.
- ⑦ DEMOLISH EXISTING CONCRETE TO 12-INCHES BELOW SURFACE OF FLOOR. PROTECT EX REINFORCING BARS. AREA OF CONCRETE DEMOLITION EXTENDS THE FULL LENGTH OF THE DRYWELL NORTH-SOUTH WITH EAST-WEST WIDTH AS SHOWN IN SECTION A.



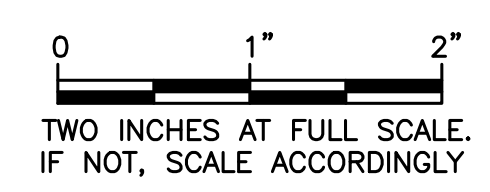
NOTES TO THIS SYMBOL: DENOTES ITEMS TO BE DEMOLISHED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.



NOTES TO THIS SYMBOL: DENOTES ITEMS TO BE ABANDONED IN PLACE BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

NOTES:

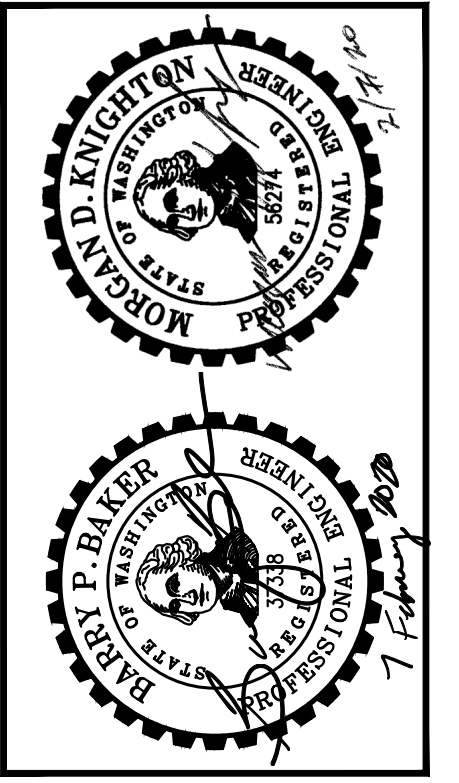
1. WHERE PORTIONS OF EXISTING WET WELL OR DRY WELL WALLS OR SLABS ARE BEING SAW CUT AND REMOVED, THE CONTRACTOR SHALL CUT OFF EXISTING REINFORCING A MINIMUM OF 3/4" BELOW THE REMAINING CONCRETE SURFACE AND PLUG THE RESULTING HOLE WITH SIKATOP 123 PLUS OR EQUAL. THE EXPOSED SAW CUT CONCRETE SURFACES THAT ARE TO REMAIN SHALL BE COATED WITH A NON-SHRINK GROUT SKIM COAT FINISH. WHERE SAW CUTS CANNOT BE MADE FLUSH, BUSH SURFACES AS REQUIRED AND COAT WITH SIKATOP 123 PLUS OR EQUAL TO ACHIEVE FLAT, SMOOTH FINISH AT SIDES OF OPENING AND TOP OF FLOOR.
2. ELEVATIONS NOTED WITH AN ASTERISK (XXX.XX*) ARE FROM THE PEI RECORD DRAWINGS AND HAVE NOT BEEN FIELD VERIFIED.
3. FOLLOWING DEMOLITION OF DRY WELL PIPING, THE CONTRACTOR SHALL COORDINATE AN INSPECTION OF THE 6" SUCTION PIPES WITH THE OWNER. AT THE OWNER'S DISCRETION, THE CONTRACTOR SHALL CLEAN THE PIPES AND INSTALL CURED-IN-PLACE LINERS IN ACCORDANCE WITH SPECIFICATION SECTION 02537.



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SEATTLE, WASHINGTON 98144 • (206) 264-0860

DATE: JAN 2020	PGM	MDK	BPB
DRAWN:		CHECKED:	
APPROVED:			

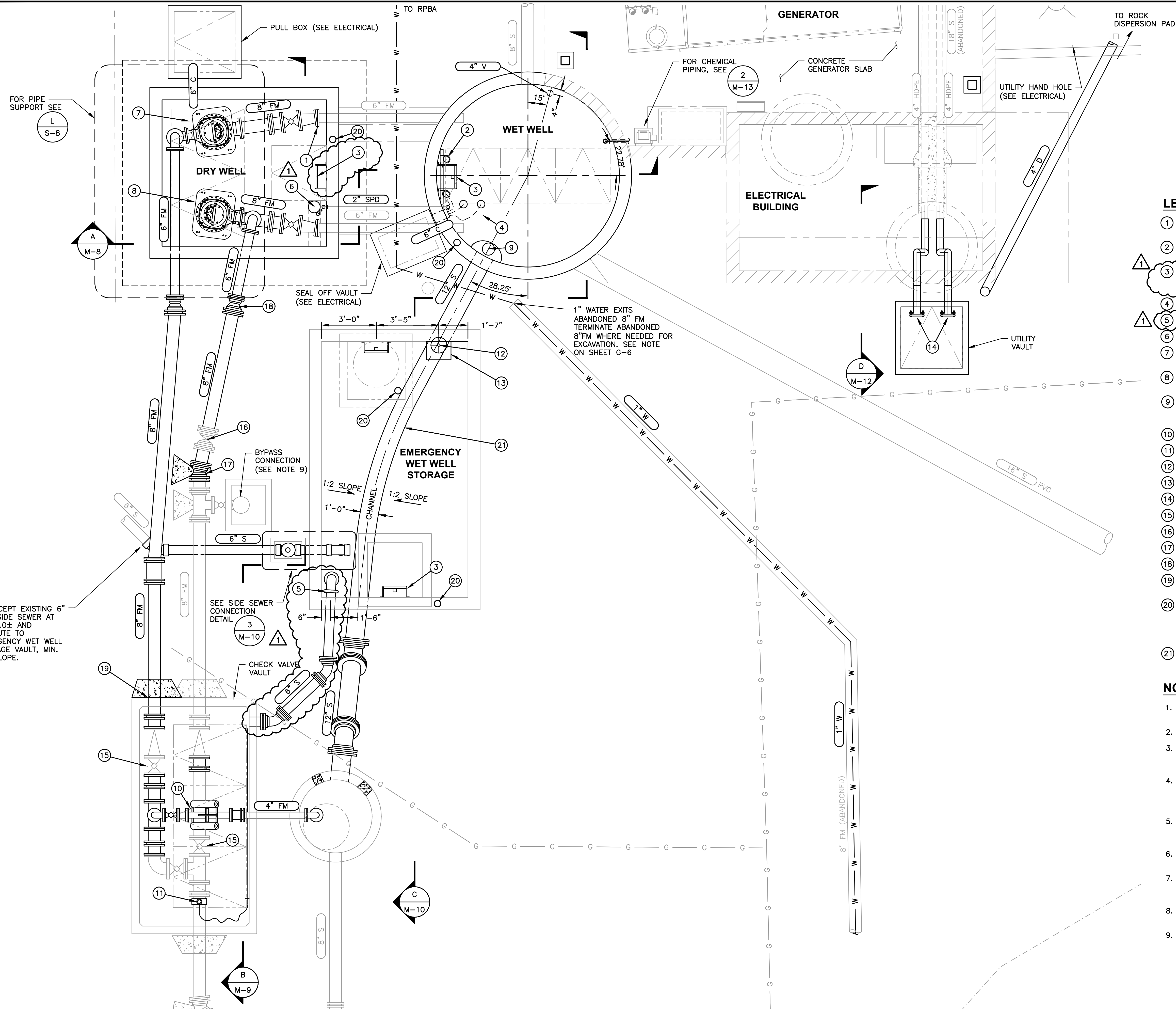
ADDENDUM NO. 2	MDK	DATE	APPD
2/7			
REVISION			
No.			



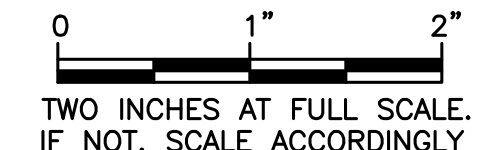
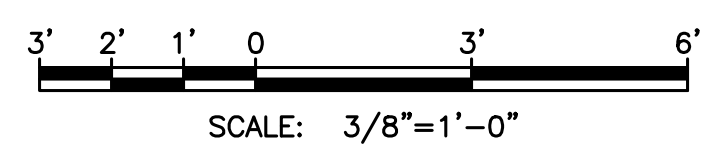
MUKILTEO WATER & WASTEWATER DISTRICT
WASHINGTON
SNOWHOMISH COUNTY
LIFT STATION 9 UPGRADE
DRY WELL AND WET WELL DEMOLITION SECTION

SHEET: M-5
OF: 13
JOB NO.: 19424
DWG-MECH PLAN-SEC

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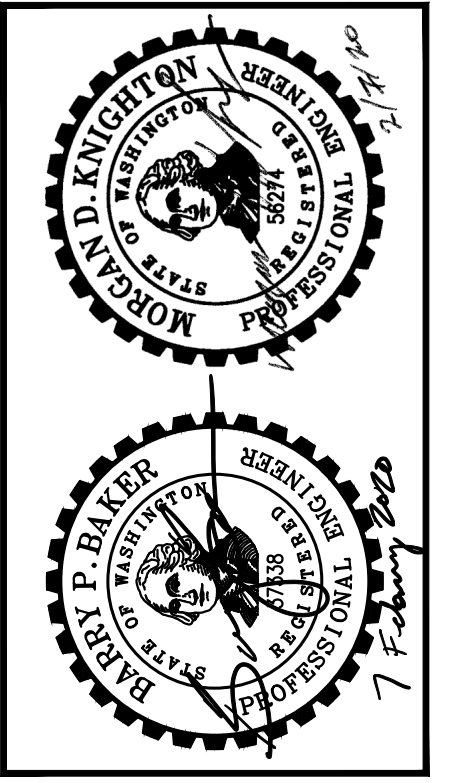
- LEGEND:**
- ① ADJUSTABLE FLANGE DEFLECTION FILLER GASKET (TYP. OF 2), EBNA WEDGE OR EQUAL.
 - ② LEVEL PRESSURE TRANSDUCER IN PVC STILLING WELL (TYP. OF 2)
 - ③ FRP LADDER: DYNARIL SYSTEM BY COMPOSITE STRUCTURES, INC. OR EQUAL W/ SS LADDER-UP SAFETY POST. SEE NOTE 3 ON SHEET M-10, (TYP OF 3)
 - ④ LEVEL SWITCH (TYP. OF 2)
 - ⑤ FITTINGS MAY BE GROOVED OR FLANGED
 - ⑥ SUMP PUMP
 - ⑦ DRY PIT NON-CLOG CENTRIFUGAL PUMP, PUMP 1.
 - ⑧ DRY PIT NON-CLOG CENTRIFUGAL PUMP, PUMP 2.
 - ⑨ MANHOLE FIBERGLASS DROP BOWL RELINER/DURAN MODEL B10R144 OR EQUAL INCLUDING 316SS MOUNTING HARDWARE.
 - ⑩ SEWAGE SURGE RELIEF VALVE.
 - ⑪ COMBINATION AIR AND VACUUM RELEASE VALVE.
 - ⑫ SLUICE GATE EXTENSION VALVE BOX
 - ⑬ 16" x 16" SLUICE GATE. SEE M-10 FOR DESCRIPTION.
 - ⑭ EXTEND 4" HDPE TO NEW UTILITY VAULT.
 - ⑮ RE-LOCATED PLUG AND CHECK VALVES.
 - ⑯ RE-LOCATED GATE VALVE
 - ⑰ 8" 11.25" BEND, MJ
 - ⑱ 8"x6" REDUCER, MJ (TYP OF 2)
 - ⑲ FIELD VERIFY EX PIPE DIMENSIONS IN VAULT AND ALIGN NEW FM PIPING W/EX FM.
 - ⑳ FLUSH FLOOR MOUNT SLEEVE FOR UCL FALL PROTECTION DAVIT, PER DISTRICT STANDARDS. ZINC PLATED MILD STEEL WITH CIP ANCHORS. WESTERN SAFETY PRODUCTS PART NO. 10311 WITH PLASTIC CAP NO. 10552. EMBED IN SLAB. INSTALL 18" FROM ϕ OF LADDER.
 - ㉑ EXTEND CHANNEL IN LINE WITH EXTERNAL PIPES FOR 3- FEET INSIDE EACH WALL PENETRATION THEN CURVE EVENLY TO JOIN.
- NOTES:**
1. PUMPS SHALL BE FLYGT NT 3203 SH 3~ 273, 72 HP, CAPACITY OF 695 GPM AT 234 FT TDH.
 2. RESTRAIN ALL DUCTILE IRON FITTINGS AND JOINTS, UNO
 3. PROVIDE MANUFACTURER'S STANDARD EPOXY LINING ON ALL FERROUS FORCE MAIN INTERIOR SURFACES, OR LINE WITH PROTECTO 401 EPOXY PER SPECIFICATIONS
 4. ALL FLANGES AND GASKETS SHALL BE FULL FACE UNLESS RECOMMENDED OTHERWISE BY THE MANUFACTURER, AND SHALL BE SUITABLE FOR WORKING PRESSURE RATINGS OF THE CONNECTED COMPONENTS.
 5. SUBMIT DIMENSIONED SHOP DRAWING FOR PUMP AND PUMP BASE INSTALLATION, BASED ON MFR FABRICATION DATA, FOR OWNER REVIEW.
 6. RELOCATE NATURAL GAS PIPING AS NEEDED. COORDINATE WITH LOCAL UTILITY.
 7. PREP AND COAT WET WELL, DRY WELL, AND EMERGENCY WET WELL STORAGE PER CONTRACT SPECIFICATIONS AND COATING NOTES (M-8).
 8. REFER TO M-1 FOR LEGEND OF COMMON VALVES AND FITTINGS.
 9. BYPASS CONNECTION SHOWN IS AVAILABLE FOR CONTRACTOR'S USE BUT OTHER POINTS OF CONNECTION MAY BE PERMITTED.



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 CONSULTING ENGINEERS
 1130 RAINIER AVENUE SOUTH, SUITE 300
 SEATTLE, WASHINGTON 98144 • (206) 264-0860

DATE: JAN 2020	PGM	CHECKED: MDK	APPROVED: BPB
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ADDENDUM NO. 2	MDK	DATE	APPD
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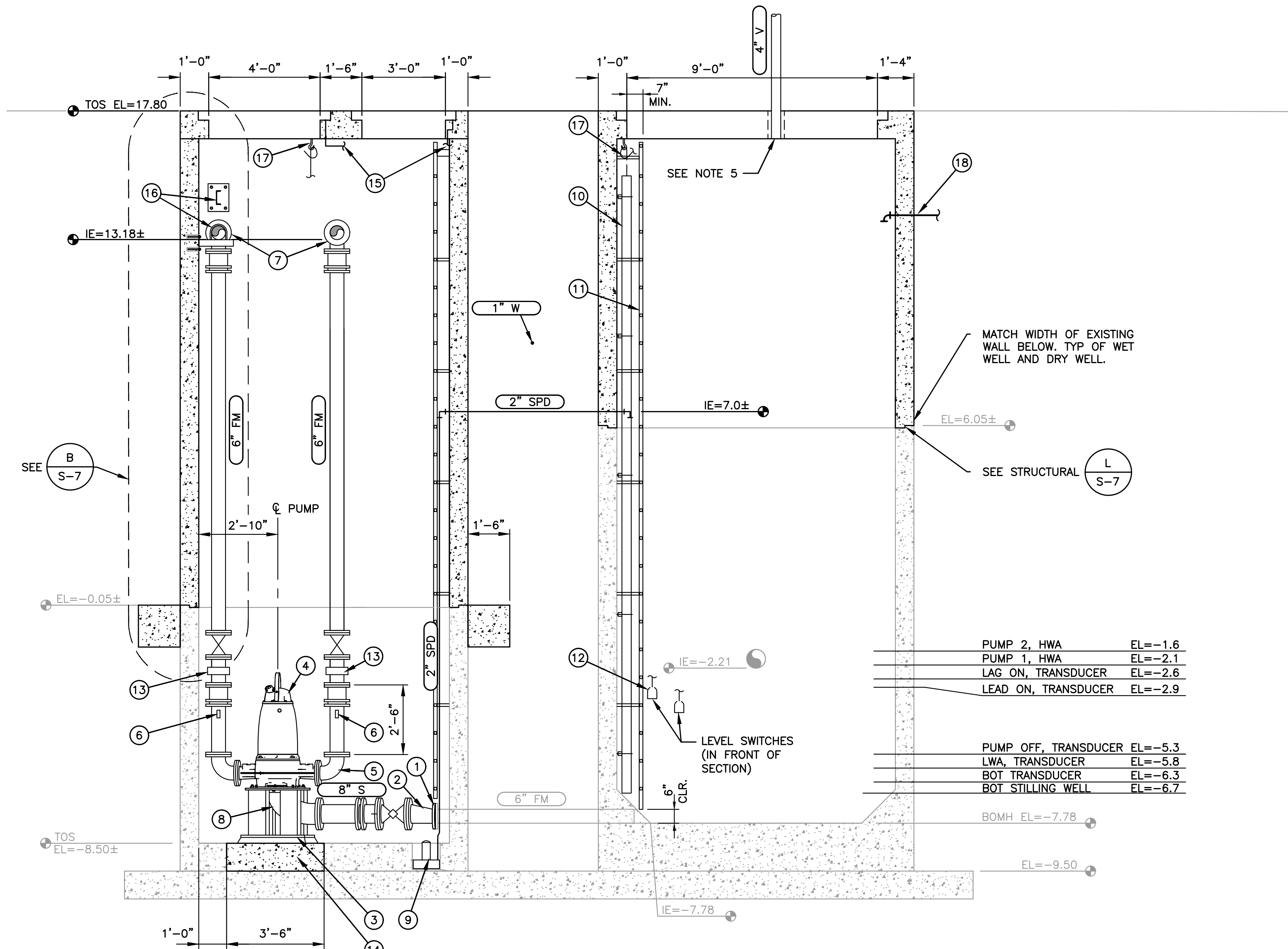


MUKILTEO WATER & WASTEWATER DISTRICT
 WASHINGTON
 SNOHOMISH COUNTY

LIFT STATION 9 UPGRADE
 MECHANICAL SITE PLAN

SHEET: M-7
OF: 13
JOB NO.: 19424
DWG-MECH PLAN-SEC

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A DRY WELL AND WET WELL SECTION
SCALE: 3/8"=1'-0"

PUMP 2, HWA	EL=-1.6
PUMP 1, HWA	EL=-2.1
LAG ON, TRANSDUCER	EL=-2.6
LEAD ON, TRANSDUCER	EL=-2.9
PUMP OFF, TRANSDUCER	EL=-5.3
LWA, TRANSDUCER	EL=-5.8
BOT TRANSDUCER	EL=-6.3
BOT STILLING WELL	EL=-6.7

CONTROL ELEVATION / LEVEL CONVERSION TABLE		
DESCRIPTION	NGVD 29 ELEVATION	DEPTH FROM BOTTOM
PUMP 2, HWA	-1.6	6.2
PUMP 1, HWA	-2.1	5.7
LAG ON, TRANSDUCER	-2.6	5.2
LEAD ON, TRANSDUCER	-2.9	4.9
PUMP OFF, TRANSDUCER	-5.3	2.5
LWA, TRANSDUCER	-5.8	2.0
BOT TRANSDUCER	-6.3	1.5
BOT STILLING WELL	-6.7	1.1

NOTES:

1. EXTEND EXISTING DRY WELL WALLS WITH CAST-IN-PLACE OR PRE-CAST CONCRETE WALLS. TOP WITH PRE-CAST LID AS SHOWN. SEE STRUCTURAL SHEETS FOR CAST-IN-PLACE DESIGN.
2. EXTEND EXISTING WET WELL WALLS WITH PRE-CAST CONCRETE RISERS. TOP WITH PRE-CAST LID AS SHOWN.
3. PREP AND COAT WET WELL AND DRY WELL PER CONTRACT SPECIFICATIONS AND COATING NOTES (THIS SHEET).
4. REFER TO M-1 FOR LEGEND OF COMMON VALVES AND FITTINGS.
5. PENETRATE LID PER DETAIL 1 ON SHEET M-2 USING CAST IN PLACE WALL SLEEVE AND LINK SEAL. SUBSTITUTE GROUT FOR ELASTOMERIC SEALANT. EXTEND VENT 3'-0" ABOVE GENERATOR CANOPY AND TOP WITH GOOSENECK AND INSECT SCREEN.

LEGEND:

- 1 ADJUSTABLE FLANGE DEFLECTION FILLER GASKET (TYP. OF 2). EBNA WEDGE OR EQUAL.
- 2 8"x 6" REDUCER
- 3 MOUNT PUMP BASE TO FLOOR PER DETAIL PROVIDED BY PUMP SUPPLIER DURING SUBMITTAL. ALL EMBEDDED CONNECTIONS SHALL BE MIN. 18" INTO STRUCTURAL SLAB.
- 4 DRY PIT NON-CLOG SUBMERSIBLE PUMP
- 5 6" x 4" 90° REDUCING BEND
- 6 PRESSURE GAUGE
- 7 90° BEND, FL
- 8 8"x6" 90° REDUCING BEND FURNISHED BY PUMP MFR.
- 9 SUMP PUMP
- 10 LEVEL/PRESSURE TRANSDUCER IN PVC STILLING WELL (TYP. OF 2)
- 11 FRP LADDER: DYNARAIL SYSTEM BY COMPOSITE STRUCTURES, INC. OR EQUAL W/ SS LADDER-UP SAFETY POST. SEE SHEET M-10, NOTE 3, FOR INSTALLATION INFORMATION
- 12 LEVEL SWITCH (TYP. OF 2). SUSPENDED FROM CABLE SUPPORTS
- 13 MAGNETIC FLOW METER, 6"
- 14 POUR NEW CONCRETE OVER EX REBAR IN AREA DEMOLISHED PER NOTE ON M-5.
- 15 ROUTE 1.5-INCH DRAIN FROM COUPLING OF ACCESS HATCH THROUGH DRYWELL LID ALONG EAST WALL TO FLOOR SUMP. COORDINATE WITH PRE-CAST MANUFACTURER AS NEEDED.
- 16 PIPE SUPPORT. SEE STRUCTURAL.
- 17 CABLE SUPPORTS
- 18 1/2" PVC (SEE M-13)

COATING NOTES:

1. WET WELL:
 - A. EXTERIOR: PREP AND COAT ALL NEW BURIED EXTERIOR SURFACE OF STRUCTURE IN ACCORDANCE WITH THE SPECIFICATIONS FOR "BURIED CONCRETE EXTERIOR SURFACES". FIELD TOUCH UP ALL GROUTED JOINTS AND PENETRATIONS.
 - B. INTERIOR: PREP AND COAT INTERIOR SURFACE OF STRUCTURE IN ACCORDANCE WITH SPECIFICATION 09980. COAT ENTIRE INTERIOR SURFACE ABOVE A POINT 12" BELOW THE LOW WATER ALARM LEVEL AS INDICATED ON THE PLANS, INCLUDING LID.
 - C. COATINGS MAY BE FACTORY APPLIED WITH FIELD TOUCH UP, WITH OWNER APPROVAL.
2. DRY WELL:
 - A. EXTERIOR: PREP AND COAT ALL NEW BURIED EXTERIOR SURFACE OF STRUCTURE IN ACCORDANCE WITH THE SPECIFICATIONS FOR "BURIED CONCRETE EXTERIOR SURFACES". FIELD TOUCH UP ALL GROUTED JOINTS AND PENETRATIONS.
 - B. INTERIOR: PREP AND COAT INTERIOR SURFACE OF STRUCTURE IN ACCORDANCE WITH SPECIFICATION 09900. COAT ENTIRE INTERIOR SURFACE.
 - C. COATINGS ON ANY PRE-CAST CONCRETE MAY BE FACTORY APPLIED WITH FIELD TOUCH UP, WITH OWNER APPROVAL.
3. EMERGENCY WET WELL STORAGE:
 - A. EXTERIOR: NONE
 - B. INTERIOR: PREP AND COAT INTERIOR SURFACE OF STRUCTURE IN ACCORDANCE WITH SPECIFICATION 09980. COAT ENTIRE INTERIOR SURFACE.
 - C. COATINGS ON ANY PRE-CAST CONCRETE MAY BE FACTORY APPLIED WITH FIELD TOUCH UP, WITH OWNER APPROVAL.

Gray & Osborne, Inc.
CONSULTING ENGINEERS
1130 RAINIER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 264-0860

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		REVISION	
		No.	

MOKALD J. KNIGHTON
REGISTERED PROFESSIONAL ENGINEER
WASHINGTON STATE
NO. 5874

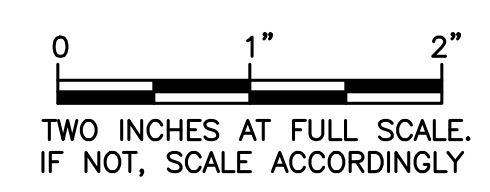
BARRETT P. BAKER
REGISTERED PROFESSIONAL ENGINEER
WASHINGTON STATE
NO. 5238

7 February 2020

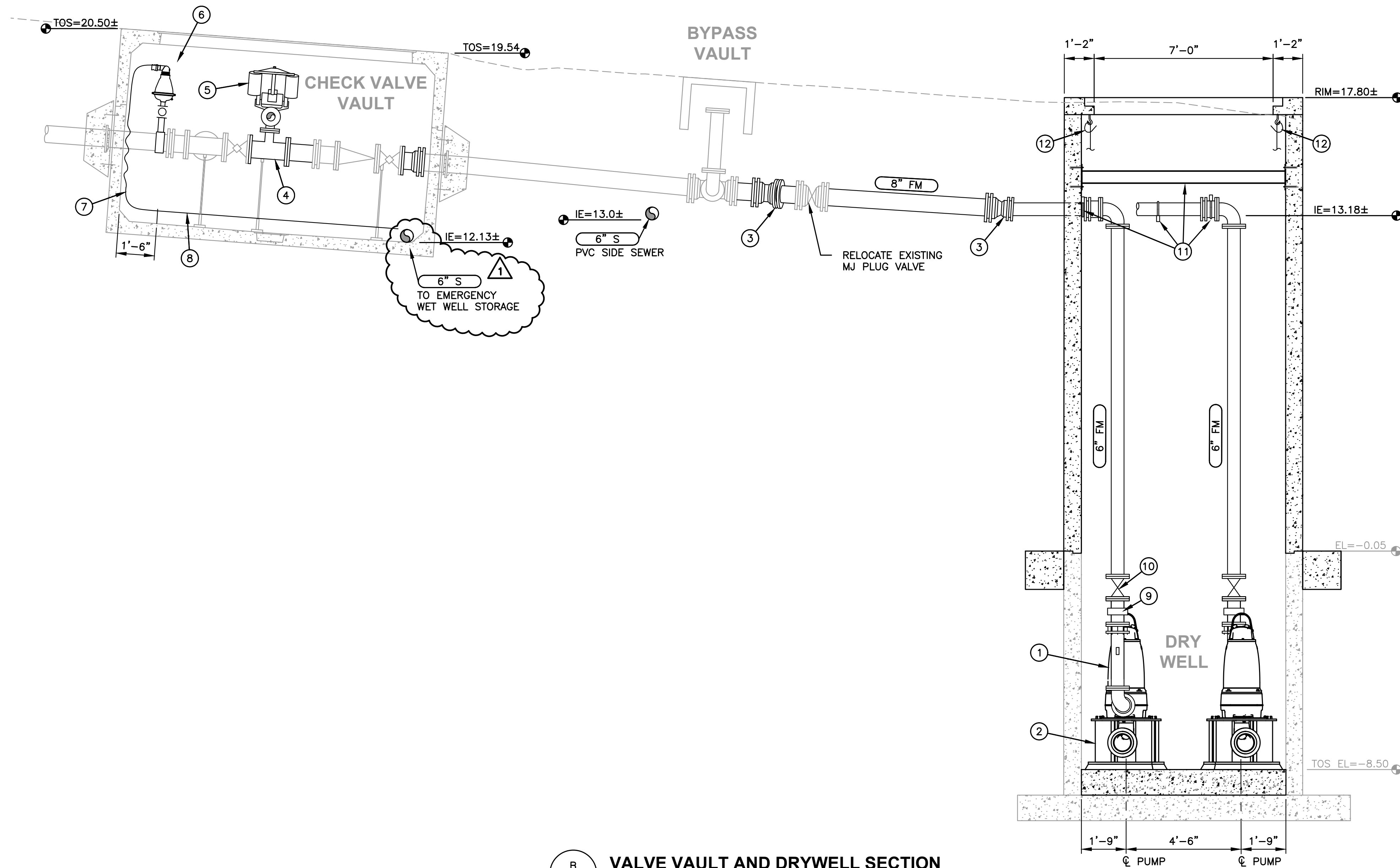
MUKILTEO WATER & WASTEWATER DISTRICT
WASHINGTON
SNOHOMISH COUNTY

LIFT STATION 9 UPGRADE
DRY WELL AND WET WELL PLAN AND SECTION

SHEET: M-8
OF: 13
JOB NO.: 19424
DWG-MECH PLAN-SEC



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B
VALVE VAULT AND DRYWELL SECTION
 SCALE: 3/8"=1'-0"

LEGEND:

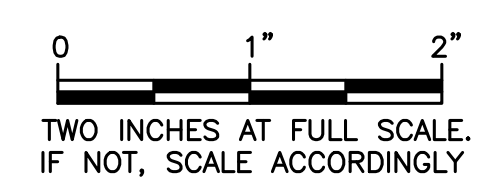
- ① PUMP (TYP. OF 2)
- ② SEE NOTES ON M-8 REGARDING PUMP BASE.
- ③ ROTATE FITTINGS AS NEEDED TO ALIGN THE FM WITH NEW PIPING IN CHECK VALVE VAULT.
- ④ 8"x4" TEE
- ⑤ 4" SURGE RELIEF VALVE G.A. INDUSTRIES FIG 626-D (WYE BODY) OR EQUAL.
- ⑥ COMBINATION AIR/VACUUM RELEASE VALVE. SEE DETAIL

6
M-3
- ⑦ PVC SUCTION HOSE, 1-1/2" ID, CLEAR, WIRE REINFORCED, W/ CAMLOCK FITTINGS ON EA. END, E. JAMES MODEL 1503-150200 OR EQUAL.
- ⑧ 1-1/2" SCH 80 PVC PIPE MOUNTED TO WALL, 6" ABOVE VAULT FLOOR.
- ⑨ MAGNETIC FLOW METER.
- ⑩ GATE VALVE WITH HANDWHEEL.
- ⑪ PIPE SUPPORT. SEE STRUCTURAL.
- ⑫ CABLE SUPPORTS

5
M-3

NOTES:

- 1. REFER TO M-1 FOR LEGEND OF COMMON VALVES AND FITTINGS.



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1	No.

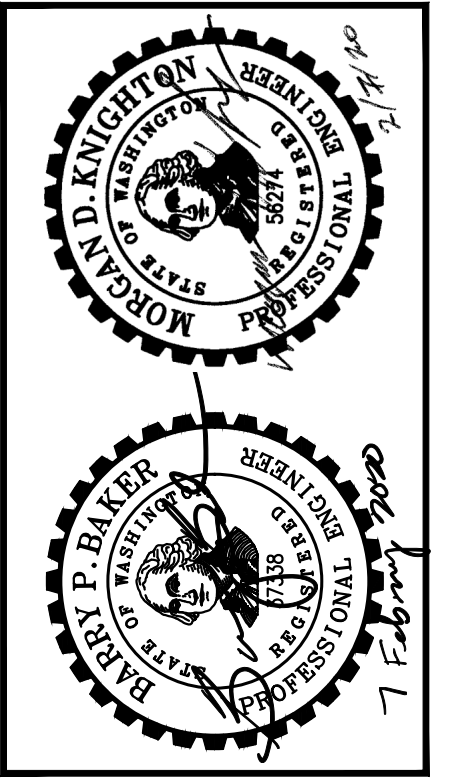
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MUKILTEO WATER & WASTEWATER DISTRICT
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 SNOHOMISH COUNTY
LIFT STATION 9 UPGRADE
 VALVE VAULT AND DRYWELL PLAN AND SECTION

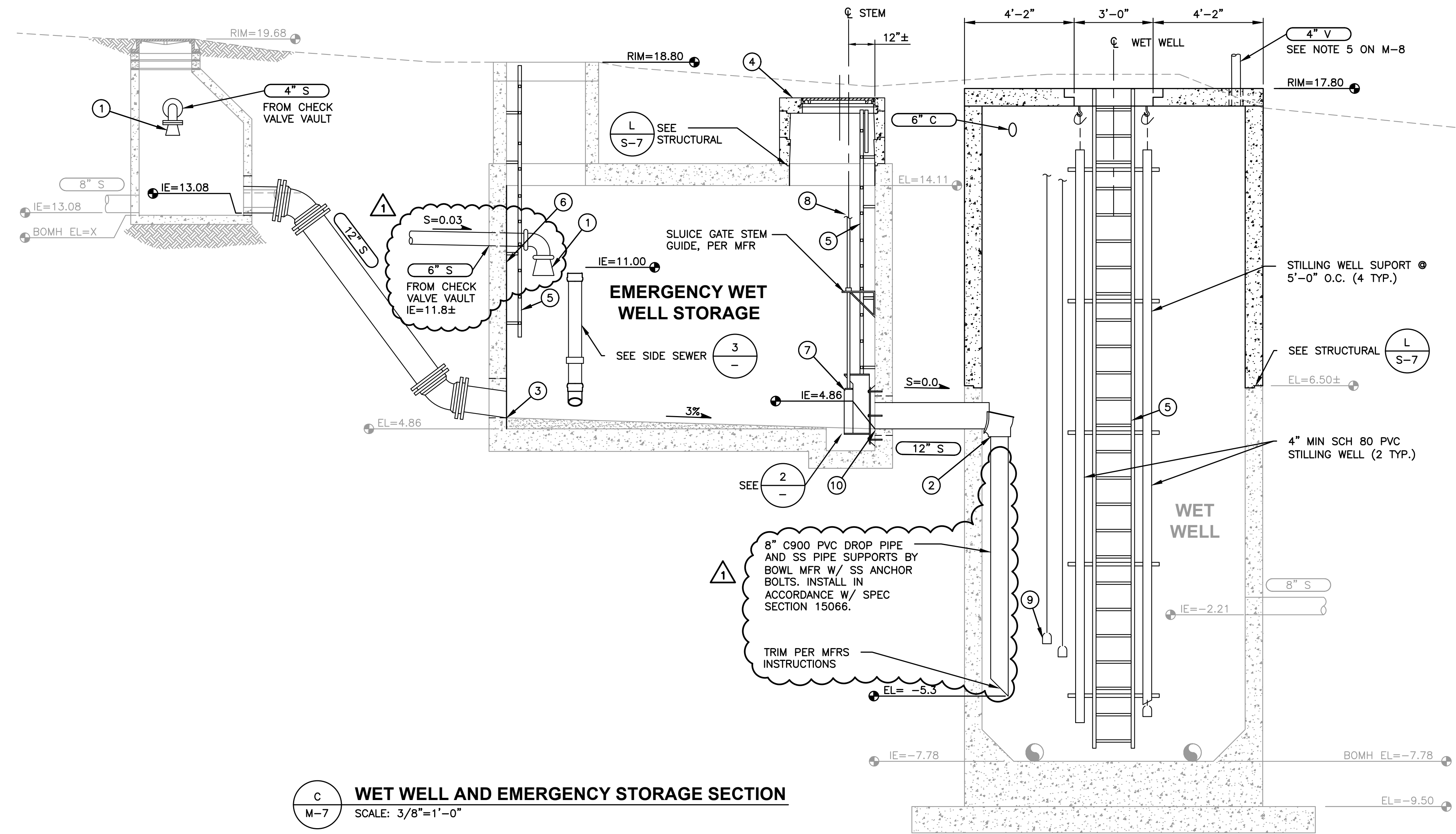
SHEET: M-9	OF: 13
JOB NO.: 19424	
DWG-MECH PLAN-SEC	

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MUKILTEO WATER & WASTEWATER DISTRICT
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LIFT STATION 9 UPGRADE
 EMERGENCY STORAGE AND WET WELL
 PLAN AND SECTION



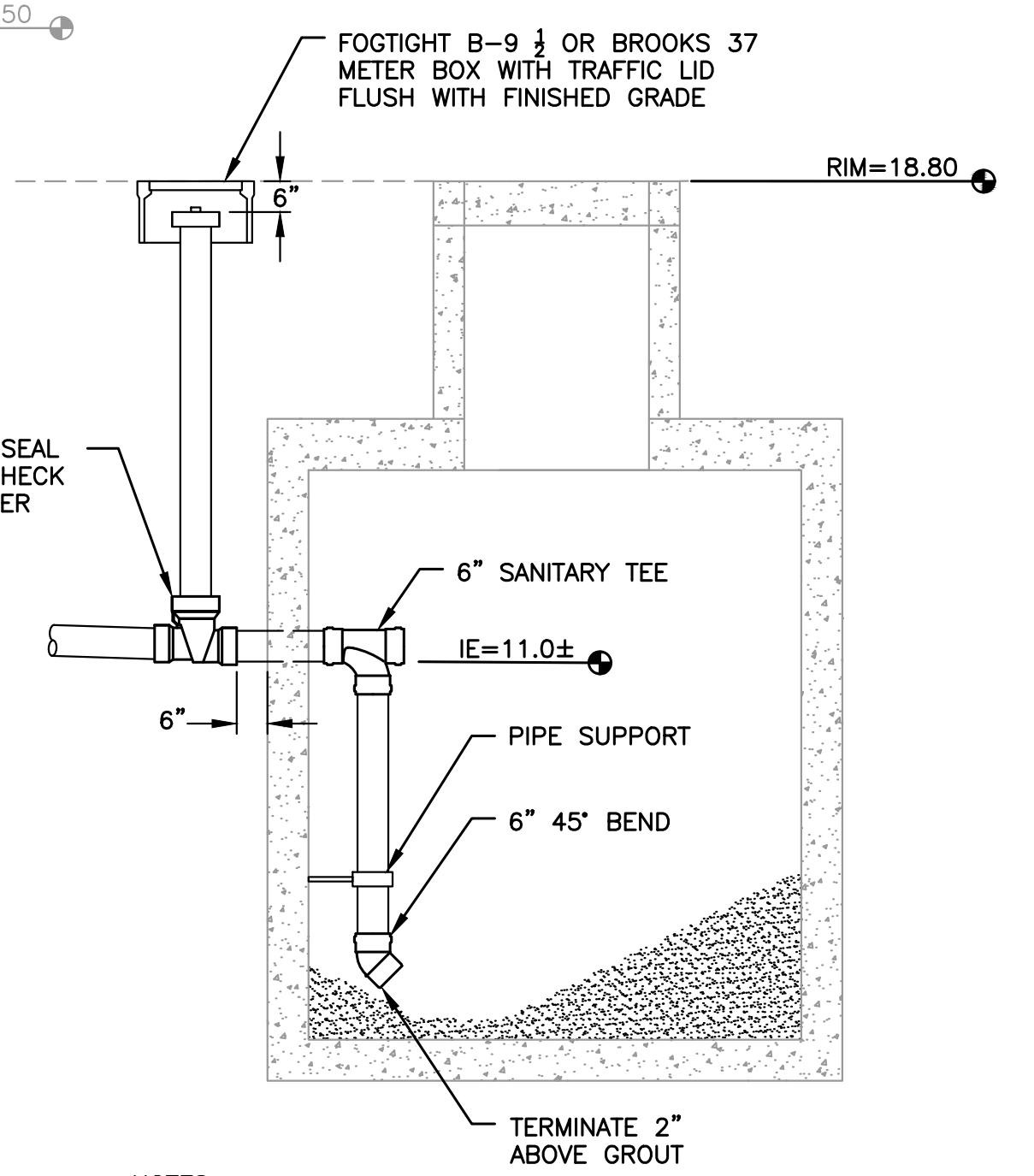
LEGEND:

- 1 DUCK BILL CHECK VALVE W/ 316 SS MOUNTING HARDWARE.
- 2 MANHOLE FIBERGLASS DROP BOWL, SEE M-7.
- 3 MATCH INVERT TO TOP OF GROUT.
- 4 NEW 4'x4' VAULT LID, OLDCASTLE 444 LA OR EQUAL. WATERTIGHT MANHOLE LID, 30" CLEAR OPENING, NEENAH R-1557-A48 OR EQUAL. ADJUST RIM ELEVATION TO GRADE AS SHOWN ON G-7.
- 5 FRP LADDER: DYNORAIL SYSTEM BY COMPOSITE STRUCTURES, INC. OR EQUAL W/ SS LADDER-UP SAFETY POST. SEE NOTE 3.
- 6 TOP OF GROUT ON EAST WALL. PEAK EL=8.0±.
- 7 16"x16" SLUICE GATE, NRS, HYDROGATE SERIES 560 OR APPROVED EQUAL.
- 8 EXTEND GATE STEM TO SURFACE; INSTALL FLOOR BOX W/ 2" NUT FOR GATE OPERATOR.
- 9 SUBMERSIBLE LEVEL SWITCH (TYP. OF 2).
- 10 CUT PIPE PARALLEL TO INTERIOR FACE OF WALL. COVER W/GROUT PER DETAIL 1 (THIS SHEET).

NOTES:

1. EMERGENCY WET WELL STORAGE SECTION DOES NOT SHOW GROUT FOR CHANNEL WALLS.
2. REFER TO M-1 FOR LEGEND OF COMMON VALVES AND FITTINGS.
3. REINFORCE TOP TWO LADDER RUNGS AS REQUIRED FOR SAFETY POST. ATTACH LADDER TO WALL USING STANDARD WALL MOUNT KIT, AT INTERVALS NOT TO EXCEED 6'-0". TERMINATE LADDER USING A BOTTOM WALL MOUNT KIT INCHES ABOVE SLOPING GROUT.

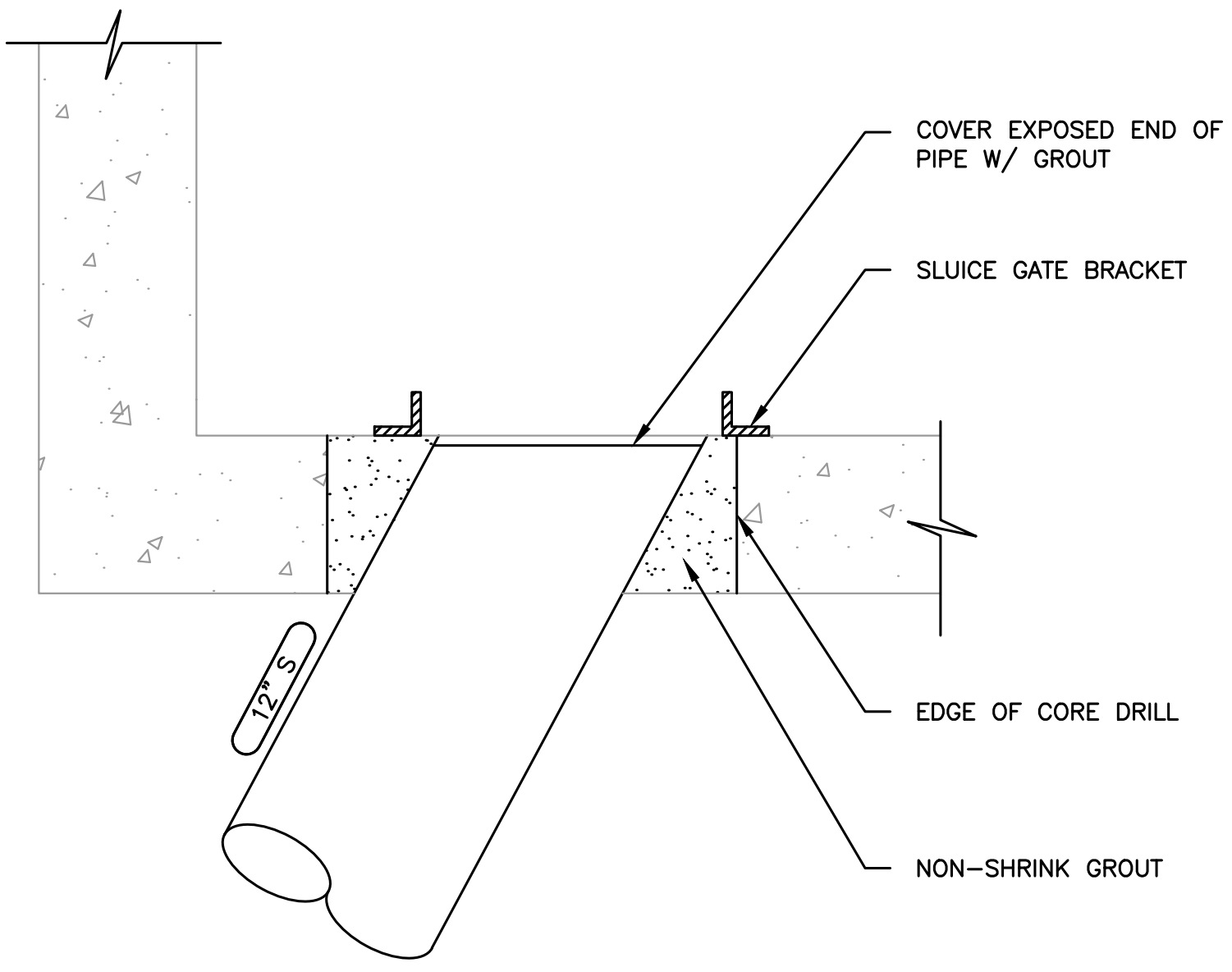
WET WELL AND EMERGENCY STORAGE SECTION
 SCALE: 3/8"=1'-0"



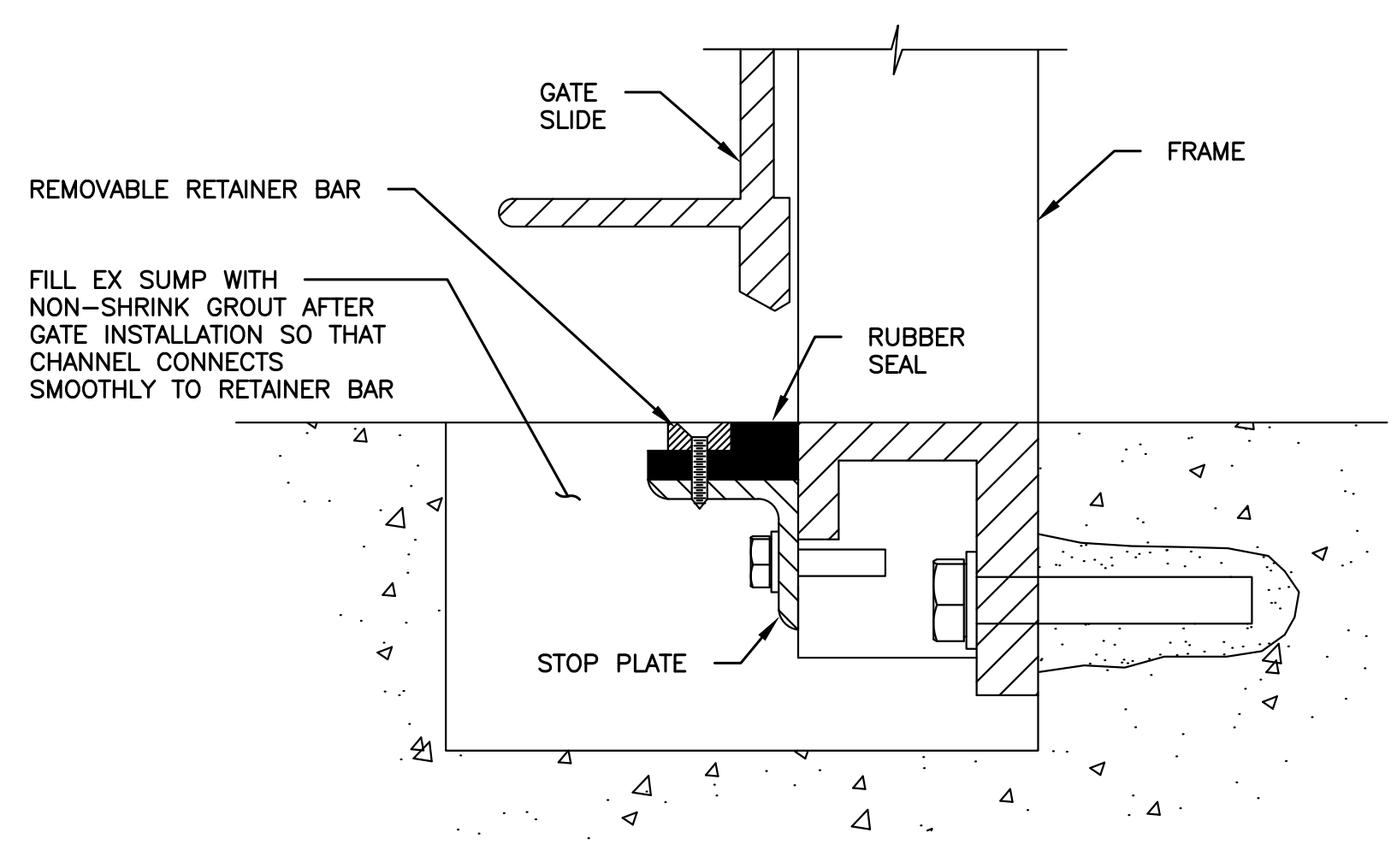
NOTES:

1. INSTALL BACKWATER VALVE IN ACCORDANCE WITH MFR'S INSTRUCTIONS.

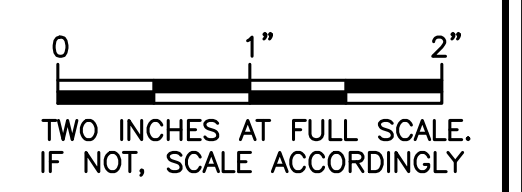
3 SIDE SEWER CONNECTION DETAIL
 SCALE: 3/8" = 1'-0"



1 PIPE PENETRATION DETAIL
 SCALE: 1-1/2"=1'-0"

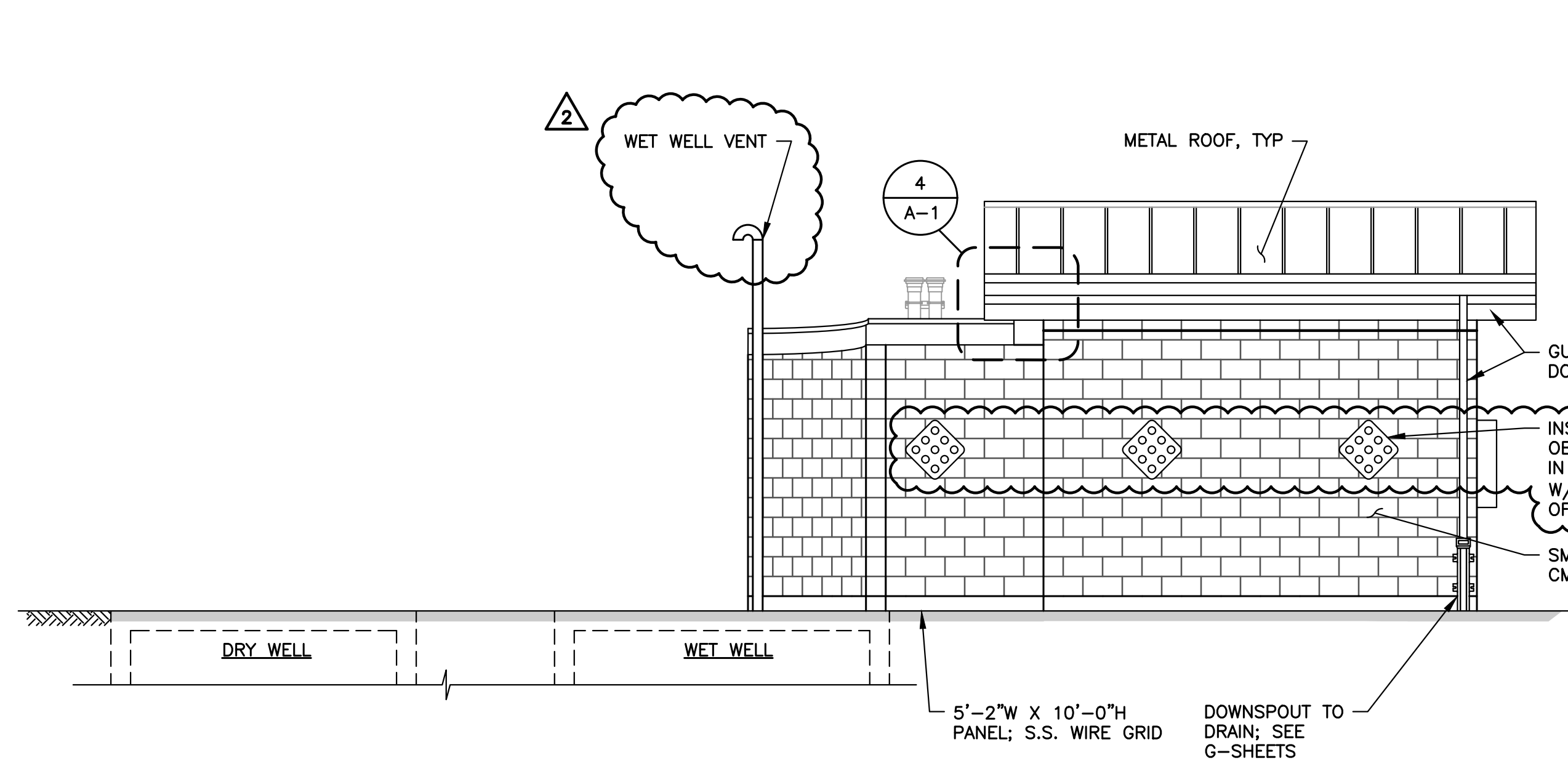


2 CHANNEL AND GATE INTERFACE DETAIL
 NOT TO SCALE

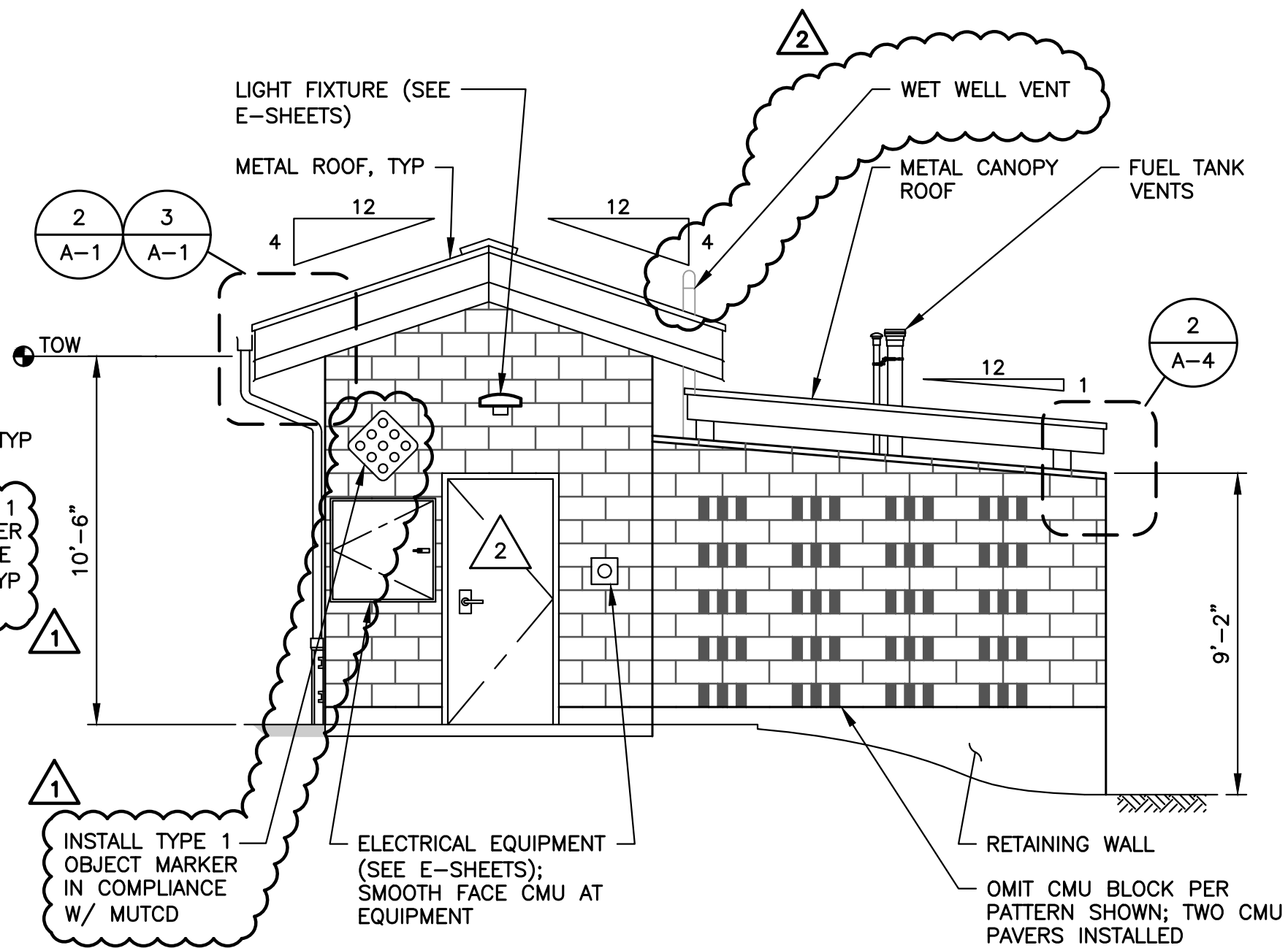


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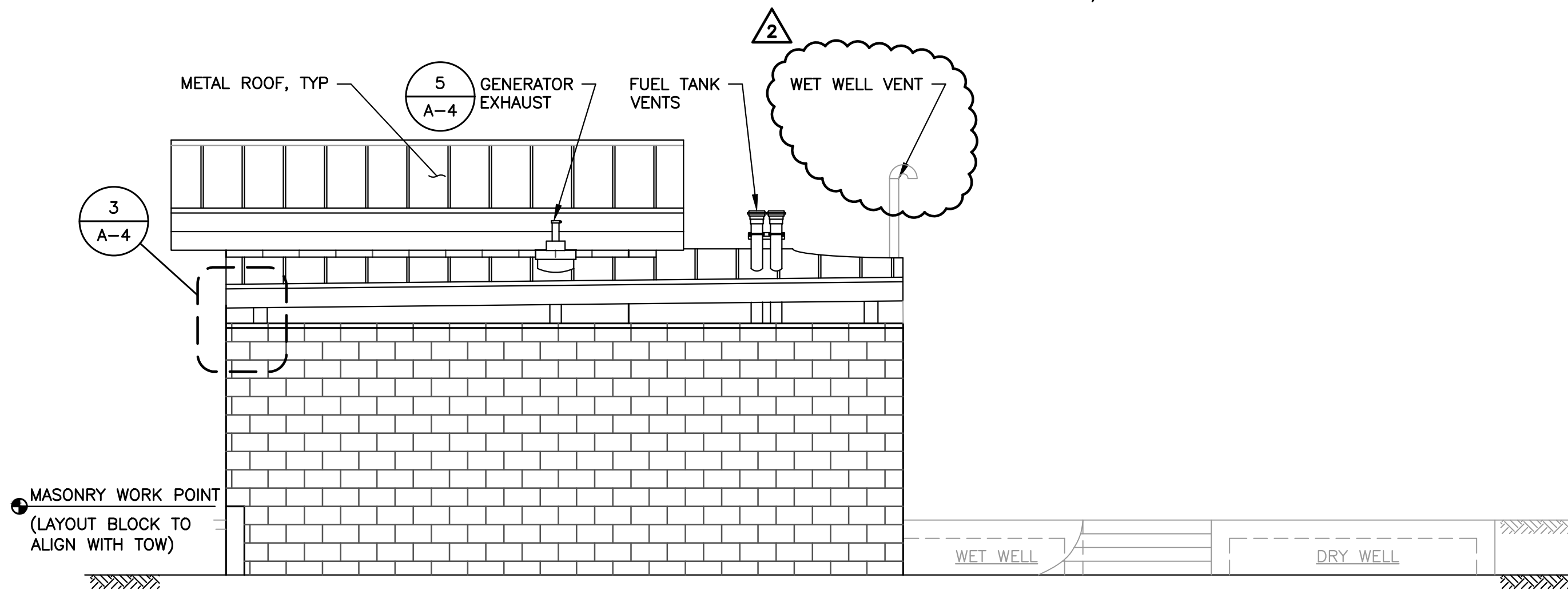
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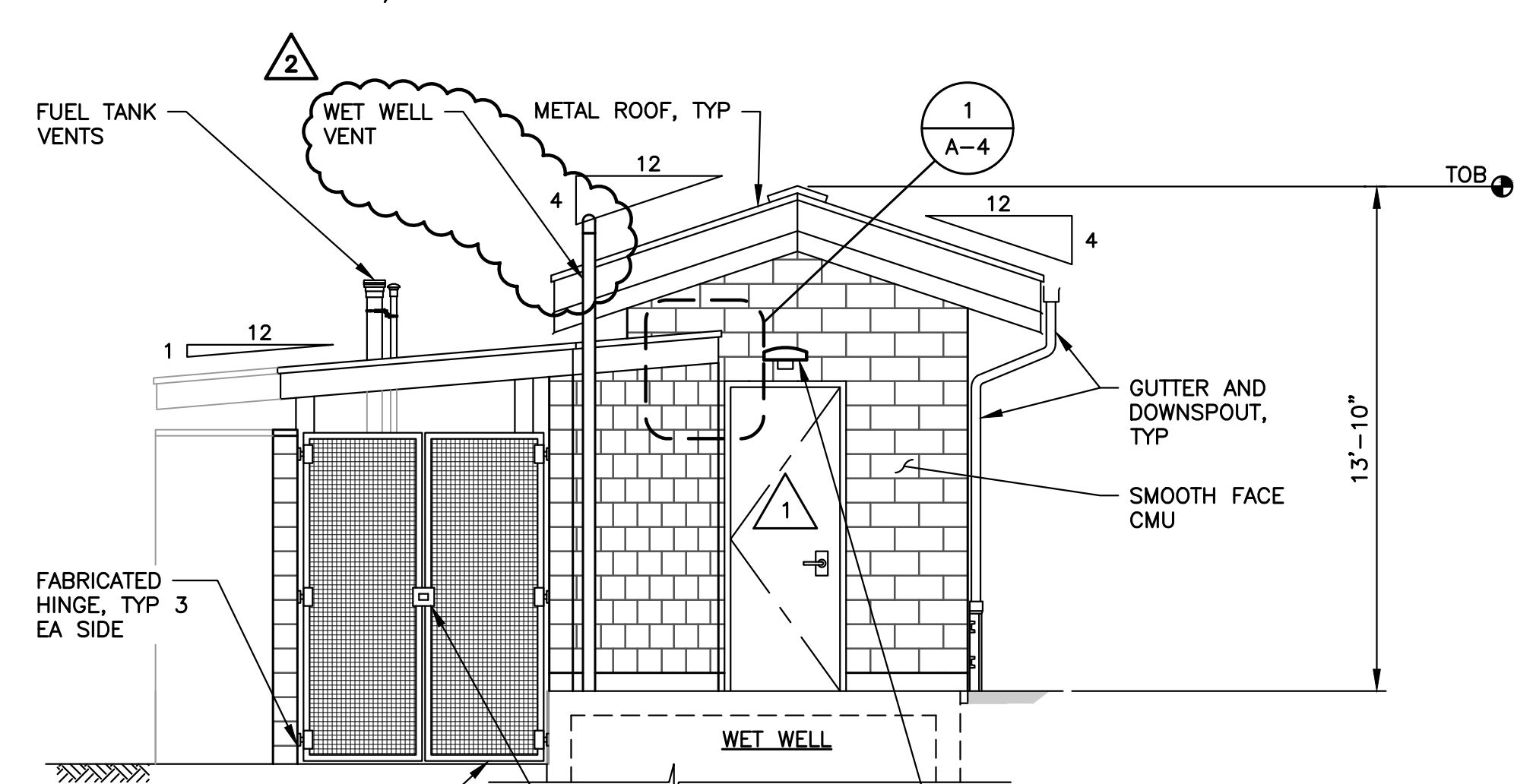
SOUTH EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"



EAST EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"

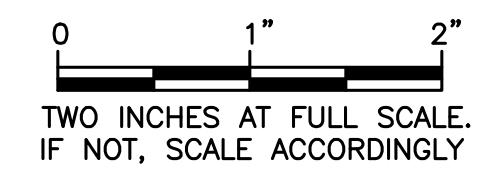


NORTH EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"



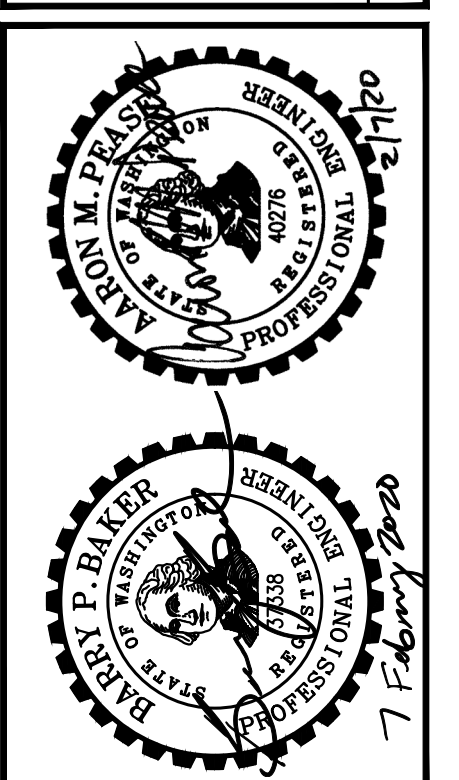
WEST EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"

NOTE:
1. STAINLESS STEEL METAL GATE PANELS SHALL BE DESIGNED AND FABRICATED BY A METAL FABRICATOR SPECIALIZING IN THIS TYPE OF WORK. DESIGN SHALL PROVIDE SECURITY AGAINST HUMAN ENTRY. GATES SHALL BE PROVIDED COMPLETE WITH SELF-LUBRICATING HINGES AND A CENTRAL PAD-LOCKABLE CLOSURE.



DATE: JAN 2020	DRAWN: ASD	CHECKED: AMP	APPROVED: AMP
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ADDENDUM NO.	DATE	REVISION
AMP 1/27	AMP 2/7	APPD
ADDENDUM NO. 1		
ADDENDUM NO. 2		
1		No.
2		



MUKILTEO WATER & WASTEWATER DISTRICT
WASHINGTON
SNOWHOMISH COUNTY
LIFT STATION 9 UPGRADE
ELECTRICAL BUILDING AND GENERATOR EXTERIOR ELEVATIONS