Specifications
And
Bid Documents

Diesel Generator Installation and Switch Gear Replacement

Bids must be received no later than 3:00 p.m. on Thursday September 3rd, 2026

Skagit 911
2911 East College Way, Suite A
Mount Vernon, WA, 98273

CALL for SEALED BIDS

Diesel Generator Installation and Switch Gear Replacement

Major Work to be performed – Remove and dispose of old generator, remove fencing, pour new concrete pad, underground piping and trenching, install 400 Amp transfer switch for Annex (2913 Bldg.), replace switch gear in Main Bldg. (2911 Bldg.), Install new 180kw generator, build and install generator load test cabinet, test system. Ensure the 911 center does not loose power during the entire construction and testing phase.

Sealed bids will be received until 3:00 p.m. Pacific Day light Time, Thursday, September 3rd, 2026 at the Skagit 911 Administrative Office located at 2911 East College Way, Suite A, Mount Vernon, WA 98273, at which time all bids will be publicly opened and read aloud. Any bid received after that time will be returned unopened. Bids may not be electronically submitted.

The bid container must be clearly marked "Diesel Generator Installation".

This Request for Sealed bids and related specifications, plans, and pre-bid addenda are on file and may be obtained at Skagit 911 at the above address or electronically on Skagit 911's website: www.skagit911.us.

Prospective bidders (hereinafter referred to as Vendor or Contractor or Bidder) shall examine the information contained herein and shall comply and conform strictly to the conditions and instructions set forth in this document. **A Site walk by prospective contractors is mandatory and needs to be scheduled in advance.** Questions regarding this proposal should be directed to either Mike Voss, Technical Services Manager by calling 360-770-8915 or Ed Odham, Senior Radio Technician by calling 360-899-6479 or via email at ecradio@skagit911.us Inquiries and replies will be sent out to all known bidders. To be placed on this plan holders' list, please email Mike Voss or Ed Oldham at ecradio@skagit911.us. With the subject line **Diesel Generator Installation.**

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Bidders should register in order to obtain the latest information including any pre-bid addenda. To register email ecradio@skagit911.us

Skagit 911 reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of Skagit 911. Skagit 911 is not obligated in any way to award a contract under this call for bids.

Bids may be held by Skagit 911 for a period not to exceed one-hundred twenty days (120) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidder prior to awarding the contract.

Instructions to Bidders

1.1. Each bid must be submitted on the prescribed form and all blank spaces for prices must be filled in. Prices must be filled in ink or typewritten on the provided document.

1.2. Bids may be withdrawn personally, by written request, or email, sent by the bidder in time for delivery in the normal course of business prior to the time fixed for opening bids. Negligence on the part of the bidder in preparing their bid confers no right of withdrawal or modification of his bid after such bid has been opened.

1.3. Conditional bids will not be accepted.

1.4. Should a bidder find any omissions, discrepancies or errors in the specifications or other Bid Documents or should he be in doubt as to the meaning of the Specifications or other Bid Documents, they should immediately notify Skagit 911 who may correct, amend or clarify such documents by a written interpretation or addendum delivered to all registered bidders via email. No oral interpretations shall be made to any bidder and no oral statement of Skagit 911 shall be effective to modify any of the provisions of the Bid Documents.

1.5. The Bid will be awarded to the responsible/responsive bidder submitting the bid that results in the lowest net cost and best value Skagit 911 while complying with all conditions set forth in these Bid Documents. The completion date and other factors may be considered in the awarding of the Bid and may result in an award to a vendor other than the bidder quoting the lowest price.

1.6. Skagit 911 ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from the federally assisted programs and activities.

1.7. A nonresponsive bid shall be: 1) a bid response that is missing any or all of the bid documents called for in this document, 2) a bid response that takes complete exception to the bid specifications, or 3) a bid response that does not comply with any mandatory requirement spelled out in the bid specifications.

Documents required to be submitted with the bid include:

1.7.1. General Contractor Resume
1.7.2. Electrical Contractor Resume
1.7.3. Bid Form.
1.7.4. Bid Bond
1.7.5. Company Profile Form and References (3 references required)
1.7.6. Non-Collusion Affidavit
1.7.7. Proof of Insurance

1.7.8. Bid Authorization Form
1.7.9. Notation of any exceptions taken to the Skagit 911 bid specifications and/or Standard Purchasing Contract.

2. General Requirements

2.1. Pricing Maintained - Pricing offered under this proposal shall be good for one hundred twenty days (120) days from the date the contract is signed.

2.2. Exceptions - Vendors taking exceptions to the specifications shall state the exceptions in detail. Bids containing a significant number of exceptions may be declared non-responsive.

2.3. New Materials – All material and components furnished by the contractor shall be new. Used or refurbished components or materials shall not be used unless they have been specifically allowed for in the specifications.

2.4. Form of Proposal - Bids must be submitted on the bid form provided in this document. Other pages may be attached by the vendor should it be necessary to clarify their bid.

2.5. Contractors (Determining Lowest Responsible Bidder)- Contractors must be registered contractors at time of bid, be bonded, have a current UBI number, have industrial insurance coverage as verified by WA L&I, have an Employment Security Department number, have a WA state Excise Tax Registration Number, and must not be disqualified from bidding per the Debarred Contractors list. Successful bidder must have or shall obtain a City of Mount Vernon business license.

2.6. Prevailing Wage - State prevailing wage rates per Washington State Department of Labor and Industries are required. For current rates in Skagit County use the following link: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx and use the bid close date as the effective date.

2.7. Preparation Costs – Skagit 911 shall not be liable for any pre-contract costs incurred by interested contractors participating in this bid process.

2.8. Permits, Licenses, and Certificates - The contractor, at their sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses, and certificates required in connection with the performance of services under this Contract.

2.9. Bid Bond - All bid proposals shall be accompanied by a bid proposal deposit in the form of a certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish a satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Skagit 911.

2.10. Performance Bond – A Performance bond is required with this contract.

2.11. Retainage – 5% retainage provision is required and included in this contract.

2.12. Assignment of Contract - The Bidder shall not assign this contract nor any part thereof, nor any monies due or to become due there under, without prior written approval of Skagit 911.

2.13. Skagit 911 Contractor Services Agreement is in Appendix B.

2.14. Motorola R56 Inspector – Skagit 911 will be providing a certified Motorola R56 inspector/advisor.

2.15. Project Timeline – Project needs to be completed by October 31st. 2026

2.16. Recycling and Disposal of Waste Materials – All materials considered as waste from this project are to be properly recycled and or disposed of. Materials that are not recyclable shall be disposed in a proper and legal manner.

2.17. Applicable Standards

2.17.1. Motorola R56 – Standards and Guidelines for Communications Sites.
2.17.2. ANSI ESD S20.20-2007 – Protection of Electrical and Electronic Part, assemblies and Equipment.
2.17.3. NFPA 1221 - Standard for the Installation, Maintenance, and Use of Emergency Services Communications
2.17.4. NFPA 110 – Standard for Emergency and Standby Power Systems.
2.17.5. International Building Code
2.17.6. International Fire Code
2.17.7. International Mechanical Code
2.17.8. NFPA 70 - National Electrical Code

3. General Work to Be Performed

3.1. Contractor Requirements – Contractors bidding on this project need to have documented experience working in mission critical public safety facilities/projects or similar facilities with high security and special construction requirements. Contractors must include a company resume describing their work experience in these areas.

3.2. Security Requirements – Skagit 911 is a secure facility and must be maintained as such during this project. Failure to follow the security requirements could result in the personnel compromising facility security to be barred from the job. All employees of the general Contractor and Sub-Contractors may be subject to a background check before being allowed to work on this project. Access badges will be issued as needed.

3.3. Dust and Odor Control – The contractor must provide a dust and odor control system that prevents dust, debris and odors generated by the demolition and construction process from contaminating the area outside the construction space. Contractors will need to cover the smoke detectors with lightweight plastic bags to prevent false activation. Cold air return ducts shall also be covered to prevent dust intake and contamination of the heating system.

3.4. Existing Generator – The existing generator shall be removed and properly disposed of.

3.5. 400 AMP Transfer Switch – A new 400 AMP NEMA 3R power transfer switch, supplied by Skagit 911, will be installed to provide emergency power to the Annex (2913 Building)

3.6. New 600 AMP Transfer Switch – The existing transfer switch in the Main Building (2911 Building) shall be removed. A new 600 AMP power transfer switch, provided by Skagit 911, shall be installed in its place. **The new transfer switch and associated wiring shall be installed to pick-up the entire load of the building**. Currently 1 200 AMP panel is not included in the current back-up power system.

3.7. New 180Kw Diesel Generator – A new 180Kw diesel generator, supplied by Skagit 911, shall be installed and wired per the manufacturer's specifications. Skagit 911 is responsible for fueling the generator prior to testing. Skagit 911 will assist the contractors in coordinating new generator start-up service and acceptance testing with Power Systems West.

3.8. Load Bank Test Cabinet – The contractor shall supply and wire a cabinet to be connected to the generator to facilitate ease of annual load testing of the generator. The cabinet shall contain a 600 AMP thermal magnetic breaker. The cabinet needs to have externally mounted color-coded Cam-Lock connectors to facilitate easy connection for annual load testing. Mounting location to be determined during construction in consultation with Skagit 911.

3.9. Back-up generator – For the duration of the project, a portable back-up generator shall be provided and wired in to the building to supply power in the event of commercial power failure. Skagit 911 staff shall be trained in the operation of the generator in case after hours use is needed. The portable generator must be capable of supplying the required building load and capable of running a minimum of 24 hours before refueleing.

3.10. Existing Concrete Removal – The existing concrete pad will be removed to facilitate modification to the underground conduits to enter the new generator wiring compartment.

3.11. Fencing Removal – See plans for fencing to be removed. Removed fencing will not be replaced. Protective bollards will be placed in lieu of fencing.

3.12. Cleaning – The job site will be cleaned at the completion of the job to remove any waste, dust, or debris generated by the construction activity.

4. Contractor Qualifications and Scope of Work

4.1. Contractor Qualifications and Experience

4.1.1. The Electrical contractor shall have demonstrated experience with installing electrical and grounding systems in 911 Centers, Emergency Communications Centers, Communications Sites, or similar facilities where sensitive electronic equipment is in use.

4.1.2. The electrical contractor must be familiar with the 2017 edition of Motorola R56. The electrical sub-contractor must provide documentation of experience with the application of Motorola R56 standards. R56 certification of personnel is preferred.

4.1.3. The electrical contractor shall have a copy of the 2017 edition of Motorola R56 on site for reference by the electricians.

4.1.4. Skagit 911 will provide an R56 inspector/advisor for the project.

4.1.5. Scope of Work

4.1.5.1. Installation of Skagit 911 supplied 180KW Kohler diesel fueled backup generator.

4.1.5.2. Modify current underground raceways to provide a path for new aluminum conductors to connect the generator to the new 600AMP Automatic Transfer Switch (ATS) in the 2911 building.

4.1.5.3. Install underground raceways to provide a path for new aluminum conductors to connect the generator to the 400AMP ATS for the 2913 building.

4.1.5.4. Install underground raceways to provide a path for new aluminum conductors to connect the generator to the new 400Amp ATS.

4.1.5.5. Supply labor and materials needed to remove the old ATS in the 2911 building.

4.1.5.6. Supply labor and materials to install the new 600AMP ATS in the 2911 building.

4.1.5.7. Supply labor and materials to install the new 400AMP ATS on a modular service rack or concrete pad for the 2913 building.

4.1.5.8. Supply labor and materials for all electrical branch circuits needed to connect the 2911 building and 2913 building to their respective transfer switches.

4.1.5.9. Supply labor and materials needed to install generator NFPA 110 alarm panel at the location specified in the 911 center. Panel is RSA III.

4.1.5.10. Provide and install a Belden 9841 cable or equivalent from the generator to the location specified in the 2911 building. This cable is for connecting the generator controller to a remote Modbus to Ethernet Converter. The overhead Ice Bridge may be used to accomplish this requirement.

4.1.5.11. Supply and provide for, all trenching, excavation, backfill, soil compaction, concrete, asphalt repair, and demolition as required to accomplish the scope of work.

4.1.5.12. Demolition of existing concrete pad.

4.1.5.13. Construction of new concrete pads.

4.1.5.14. Supply and install protective bollards in locations specified

4.1.5.15. Supply crane services for setting and removing generators. Customer to supply truck and trailer for existing generator removal. 180kw Generator weight is 12,000lbs

4.1.5.16. Supply and connect rental back-up generator and fuel for required power outage. At no point can the building not have a commercial or not be on generator power for more than 20 minutes.

4.1.5.17. Supply and installation of labels for all new equipment.

4.1.5.18. Supply and installation of temporary construction fencing.

4.1.5.19. Supply L&I permit and all inspections.

4.1.5.20. Underground utility locates to include the grounding loop around the tower and the underground conduits conveying the coax from the antenna tower to the 2911 building. Additionally, the fiber-optic conduit running from the 2911 building to the 2915 building.

4.1.5.21. Supply one year workman ship and materials warrantee after job completion. The Generator engine and fuel tank along with the electronics in the ATS's are not included in this warranty.

5. Concrete Generator Pads

5.1. Generator Pad

5.1.1. A new concrete pad will be required for the generator to be installed on.

5.1.2. The pad will measure 8' X 20' X 10"

5.1.3. Concrete required for the pad will be a high-strength structural blend typically composed of a mix ratio of 1:2:3 (cement, sand, gravel) or a standard 6.5 sack mix to achieve a 4,000psi rating. Concrete needs to reach 2,500psi in 7 days and 4,000psi at 28 days.

5.1.4. Flatness of the slab surface needs to be 1/8” or less.

5.1.5. The pad will be reinforced with #6 rebar placed on a 12” X 12” grid.

5.1.6. Gavel fill beneath the pad will be a minimum of 6 inches

5.1.7. Core compaction of the ground and gravel beneath the slab shall be 90% to 95% Modified Proctor Density.

5.1.8. The ground around the pad will be filled with 5/8 minus and graded to match the surrounding asphalt and concrete surfaces.

5.2. Recycle Dumpster Pad

5.2.1. A new concrete pad will be required for the recycle dumpster to sit on.

5.2.2. The pad will measure 6’ X 8’ X 6”

5.2.3. Concrete required for the pad will be a high-strength structural blend typically composed of a mix ratio of 1:2:3 (cement, sand, gravel) or a standard 6.5 sack mix to achieve a 4,000psi rating. Concrete needs to reach 2,500psi in 7 days and 4,000psi at 28 days.

5.2.4. Gavel fill beneath the pad will be a minimum of 6 inches

5.2.5. Core compaction of the ground and gravel beneath the slab shall be 90% to 95% Modified Proctor Density.

6. Generator Attachment to Pad

6.1. The Generator shall be attached to the concrete pad using mechanically galvanized carbon steel bolts.

6.2. Bolts shall be ¾” diameter and 7.5” in length

6.3. Bolts shall be certified to ICC ESR-3037

6.4. Nominal embedment depth is 6 inches

6.5. Drilled holes shall be blown out with compressed air or vacuumed to remove drill dust prior to installation of the bolts.

6.6. Bolt shall be torqued to 90 ft-lbs or manufacturer's recommendation.

6.7. All holes in the sub-base fuel tank flange shall be used to anchor the generator to the slab.

7. Storm Water Management

7.1. The City of Mount Vernon is subject to a National Pollutant Discharge Elimination System (NPDES) permit that can result in significant penalties upon the City and property owners if polluted water is discharged to ditches or streams. Storm water management is governed by Municipal Code.

7.2. Contractor will use Best Management Practices to install and maintain effective erosion and sediment controls. Such practices include but are not limited to: silt fences, check dams, sediment traps, and covering excavated soils with plastic tarps.

7.3. Contractors must comply with City of Mount Vernon Municipal Code.

8. Unanticipated Discovery of Cultural Resources and Human Skeletal Remains

8.1. The Contractor and Sub-Contractors will comply with the Plan and Procedures for Unanticipated Discovery of Cultural resources and Human Skeletal Remains.

8.2. The Contractor and Sub-Contractor's must train their employees on the plan.

8.3. The plan is in Appendix A.

Bidder's Checklist

- ☐ General Contractor Resume
- ☐ Electrical Contractor Resume
- ☐ Bid Form.
- ☐ Bid Bond
- ☐ Company Profile Form and References (3 references required)
- ☐ Non-Collusion Affidavit
- ☐ Proof of Insurance
- ☐ Bid Authorization Form
- ☐ Notation of any exceptions taken to the Skagit 911 bid specifications and/or Standard Purchasing Contract

Bid Form

Bid Costs	Amount
Project Cost	
Washington State Sales Tax 9%)	
Total:	

Completion	Yes/No
Can you meet the October 31st completion date	

Addenda Acknowledgement	Date

Company Information	Information
Legal Name of Vendor	
TIN:	
Address	
City, State, Zip	
Phone and Fax	
WA UBI Number	
WA L&I Number/Account Current	
Employment Security Number	
WA Excise Tax ID	
WA Contractor License Number	
City of Mt. Vernon Business License?	
Are you on the WA State Debarred List?	
Name of Preparer and Title	
Signature of Preparer	
Date	

Company Profile and References

Nearest Office Location?	
How Many Years in Business?	
How many projects of this type have you completed in the last 5 years?	
Annual Sales/Contract Amounts?	
Is there any Pending Litigation against your Company?	
Ownership Structure (Corporation, LLC, Sole Proprietor, etc.)	
Reference 1	
Company	
Contact	
Telephone Number	
Project Type	
Reference 2	
Company	
Contact	
Telephone Number	
Project Type	
Reference 3	
Company	
Contact	
Telephone Number	
Project Type	

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

The undersigned, being first duly sworn on oath, says that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said Vendor has not in any manner sought by collusion to secure to him/her self an advantage over any other Vendor or Vendors.

_____
Signature of Vendor/Contractor

Subscribed and sworn to before me this ____ day of _____, 20 13.

Notary Public in and for the State of Washington.

Residing at _____

My Comm. Exp.: _____

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of $1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the Skagit 911. The type of insurance required by this Agreement is marked below.

☐ 1) Commercial General Liability Insurance Certificate Holder – Skagit 911

The Certificate must name the Skagit 911 as additional insured: Skagit 911, their Board of Directors, officers and employees are named as additional insured.

Thirty (30) days written notice must be provided to Skagit 911 of cancellation of the insurance policy.

☐ 2) Professional Liability Certificate Holder – Skagit 911

Thirty (30) days written notice must be provided to Skagit 911 of cancellation of the insurance policy.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

_____ _____

Date Risk Manager

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, _____.

Bid Authorization

As the _____ of the company, I certify that I am

empowered to act on behalf of _____ in signing proposals.

_____
Signature

_____
Printed Name and Title

Notary Public in and for the

State of: _____

Residing: _____

My Commission Expires: _____

Acknowledgement of Pre-bid Addenda

I acknowledge receipt of the following pre-bid addenda and have incorporated the same into these bid documents:

_____

Signature

_____

Printed Name and Title

Appendix A

PLAN AND PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS.

Skagit 911 Generator Replacement PROJECT, in SKAGIT COUNTY WASHINGTON.

1. INTRODUCTION

Skagit 911 plans to replace the existing diesel generator at 2911 E. College Way. The purpose of this project is to replace an end-of-life generator with a new generator capable of supplying backup power to the 2911 and 2913 buildings.

The following Unanticipated Discovery Plan (UDP) outlines procedures to follow, in accordance with State and Federal laws, if archaeological materials or human remains are discovered at the job sites.

2. RECOGNIZING CULTURAL RESOURCES

A cultural resource discovery could be prehistoric or historic. Examples include:

- An accumulation of shell, burned rocks, or other food related materials
- Bones or small pieces of bone,
- An area of charcoal or very dark stained soil with artifacts,
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years,
- Buried railroad tracks, decking, or other industrial materials.

When in doubt, assume the material is a cultural resource.

3. ON-SITE RESPONSIBILITIES

STEP 1: STOP WORK - If any Skagit 911 employee, contractor or sub-contractor believes that they have uncovered any cultural resource at any point in the project, all work in and adjacent to the discovery area must stop. The discovery location should not be left unsecured at any time.

STEP 2: NOTIFY MONITOR – There is no archeological monitor for this project.

STEP 3: NOTIFY PROJECT MANAGEMENT – Contact the Skagit 911's Project Manager. Skagit 911's Project Manager will coordinate notification of the the State of Washington Department of Archaeology & Historic Preservation, and the concerned Tribes. See appendix A of this plan for the project contacts list.

If human remains are encountered, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and to shield them from being photographed. Do not call 911 or speak with the media.

4. FURTHER CONTACTS AND CONSULTATION

Project Management's Responsibilities:

A. Protect Find: Project Management is responsible for taking appropriate steps to protect the discovery site. All work will stop in an area adequate to provide for the total security, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document.

B. Direct Construction Elsewhere On-Site: Project Management may direct construction away from the cultural resources to work in other areas prior to contacting the concerned parties.

C. Notify DAHP: Project Management will notify the State of Washington Department of Archaeology & Historic Preservation.

D. Notify the Tribes: Project Management will notify the affected Tribes

E. Notify the Department of Commerce: Project management will notify the Washington State Department of Commerce Grant Coordinator.

F. Human Remains: If the find may be human remains or funerary objects, Project Management will ensure that a qualified individual examines the find. If it is determined to be human remains, the procedure described in Section 5 will be followed.

G. Project Contact List: The project contact list for Project Management, DAHP, and the Tribes is in Appendix A.

5. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains, regardless of ethnic origin, will at all times be treated with dignity and respect. If the project occurs on federal lands (e.g., National Forest or Park, military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 apply, and the responsible federal agency will follow its provisions.

If the project occurs on non-federal lands, Skagit 911 will comply with applicable State and Federal laws, and the following procedure:

A. Notify Law Enforcement Agency and Coroner's Office

1. In addition to the actions described in Sections 3 and 4, the Project Management will immediately notify the local law enforcement agency and the coroner's office in the appropriate County.

2. The coroner (with assistance of law enforcement personnel) will determine if the remains are human and whether the discovery site constitutes a crime scene, and will notify DAHP.

B. Per RCW 27.53.030, RCW 68.50, and RCW 68.60 DAHP will have jurisdiction over non-forensic human remains.

6. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological deposits discovered during construction will be assumed eligible for inclusion in the National Register of Historic Places under Criterion D.

A qualified Archaeologist will ensure the proper documentation and assessment of any discovered cultural resources in cooperation with the federal agency(s), DAHP, affected tribes.

All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on State of Washington cultural resource site or isolate form using standard techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

Cultural features, horizons and artifacts detected in buried sediments may require further evaluation using hand-dug test units. Units may be dug in controlled fashion to expose features, collect samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench might also be used to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. Excavations will be conducted using state-of-the-art techniques for controlling provenience.

Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.

Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh, unless soil conditions warrant ¼-inch mesh.

All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with DAHP and the affected tribes.

Within 90 days of concluding fieldwork, a technical report describing any and all monitoring and resultant archaeological excavations will be provided to the Project Manager by a qualified archaeologist who will forward the report to DAHP, and the affected Tribe(s).

If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 7 below will be followed.

7. PROCEEDING WITH CONSTRUCTION

Project construction outside the discovery location may continue while documentation and assessment of the cultural resources proceed. A qualified Archaeologist must determine the boundaries of the discovery location. In consultation with DAHP and affected tribes, Project Manager the qualified Archaeologist will determine the appropriate level of documentation and treatment of the resource. DAHP will make the final determinations about treatment and documentation.

Construction may continue at the discovery location only after the process outlined in this plan is followed and the qualified Archaeologist determines that compliance with state and federal laws is complete.

CONTACT LIST

Skagit 911

Project Manager
Mike Voss
2911 E College Way
Mount Vernon, WA 98273
360-428-3206

Alternate
Ed Oldham
2911 E College Way
Mount Vernon, WA 98273
360-428-3269

WA Department of Archaeology and Historic Preservation

Main
Dr. Allyson Brooks
Washington State Historic
Preservation Officer
360-586-3066

Samish Indian Nation
Tom Wooten, Chair
2918 Commercial Ave
Anacortes, WA 98221
360-293-6404

Samish Indian Nation
Jacquelyn Ferry, Cultural Resources Coordinator
8327 Summit Park Road
Anacortes, WA 98221
360-293-6404, Ext 126

Sauk-Suiattle Indian Tribe
Benjamin Joseph, Chair
5318 Chief Brown Lane
Darrington, WA 98241
360-436-0131

Sauk-Suiattle Indian Tribe
Kevin Joseph, Cultural Resources Coordinator
5318 Chief Brown Lane
Darrington, WA 98241
360-436-2833

Swinomish Indian Tribal Community
Brian Cladoosby, Chair
11404 Moorage Way
LaConner, WA 98257
360-466-7205

Swinomish Indian Tribal Community
James Harrison or Josephine Jefferson, Cultural Resources Coordinator
11404 Moorage Way
LaConner, WA 98257
360-466-7222

Upper Skagit Indian Tribe
Jennifer Washington, Chair
25944 Community Plaza
Sedro Woolley, WA 98284
360-854-7090

Upper Skagit Indian Tribe
Scott Schuyler, Cultural Resource Coordinator
25944 Community Plaza
Sedro Woolley, WA 98284
360-854-7009

Lummi Nation
Jerimiah Julius, Chair
2616 Kwina Road
Bellingham, WA 98226
360-384-1489

Lummi Nation
Lena Tso, Cultural Resources Coordinator
2616 Kwina Road
Bellingham, WA 98226
360-312-2257

Nooksack Indian Tribe
Roswell Cline, Chair
4979 Mount Baker Hwy Suite F
Deming, WA 98244
360-592-5164

Nooksack Indian Tribe
George Swanaset, Cultural Resources Coordinator
4979 Mount Baker Hwy Suite F
Deming, WA 98244
360-592-5176

Appendix B

Skagit 911 CONTRACTOR SERVICES AGREEMENT

Skagit 911 and _____ (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

1. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

    1.1. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before October 31st, 2026.

    1.2. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

    1.3. Scope of project: Diesel Generator and Switch Gear Replacement

2. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit 911. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit 911. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor

3. Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless Skagit 911, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Skagit 911, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Skagit 911, its appointed or elected officials or employees. It is further provided that no liability shall attach to Skagit 911 by reason of entering into this contract, except as expressly provided herein.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver

of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

4. This Contract shall commence on _____ and continue for 60 calendar days or until the project is deemed complete and the work and materials are accepted by Skagit 911.

5. The contractor has 60 calendar days from the signing of this contract to complete the services/product. There will be a $100.00 per day performance penalty for each day the project is not complete past 60 calendars days from the execution of this contract.

6. Weather delays – The contractor must apply within 48 hours of a construction day lost due to inclement weather to have the day(s) added to the 60 day calendar day limit. The application shall include the day(s) in question, sites affected, and the weather conditions that delayed work and what work was delayed. Skagit 911 shall have sole right to determine whether or not to accept or deny the contractor's application.

7. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

8. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold Skagit 911 harmless therefrom.

9. The Contractor shall provide proof of insurance for Commercial General Liability coverage in the amount of $1,000,000 per occurrence and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. . Proof of insurance shall be in a form acceptable and approved by Skagit 911. A certificate of insurance naming Skagit 911, its elected officers, and employees as additional insureds and naming Skagit 911 as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to Skagit 911 of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto.

10. The Contractor shall provide proof to Skagit 911 that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts ($1 Million per accident minimum) as are acceptable to Skagit 911. The Contractor agrees to name Skagit 911 as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

11. Prevailing Wages (**for work/services performed in the State of Washington**): Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industrial Statistician

of the Department of Labor and Industries before it is submitted to Skagit 911. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

12. Termination for Public Convenience: Skagit 911 may terminate the contract in whole or in part whenever it determines, in its sole discretion that such termination is in the best interests of Skagit 911. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by Skagit 911 at any time during the term, whether for default or convenience, shall not constitute a breach of contract by Skagit 911.

    If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, Skagit 911 will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to Skagit 911 in the event this provision applies.

13. Bonding Requirements: Skagit 911 requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

    13.1. Bid Bond: 5%, if the work is subject to bid procedures;

    13.2. Performance bond in the form made a part of this agreement. In lieu thereof for projects of $35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

14. Debarment. Contractor represents and agrees that it is not listed on any state or Federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

15. Payment

    15.1. The maximum payable hereunder is _____...

    15.2. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by Skagit 911.

    15.3. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes

obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

15.4. Retainage will be administered in accordance with RCW 60.28.010(1).

IN WITNESS WHEREOF, the parties have executed this Agreement
This ___ day of _____, _____.

APPROVED:

CONTRACTOR:

_____
Signature & Title of Signatory

_____
Print Name

_____
Title

Mailing Address:
_____

_____

_____

Telephone No. _____

Fed. Tax ID # _____

Contractor Lick. #. _____

SKAGIT 911 Board of Directors

_____
Chair of the Board

_____
Executive Director, Skagit 911

Attest:

by_____
Clerk of the Board

PUBLIC WORKS PERFORMANCE BOND

To Skagit 911, WA

Bond No. _____

Skagit 911, Washington, has awarded to _____ (Principal), a contract for the construction of the project designated as _____ Project No._____, in Mount Vernon, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to Skagit 911, in the sum of _____ US Dollars ($_____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

_____		_____
Signature	Title	Date

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: Generator Replacement

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, Skagit 911 will hold your retainage as described in "Current Expense", option 1 below.

_____1. Current Expense: Skagit 911 will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

_____2. Interest Bearing Account: Skagit 911 will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

_____3. Escrow / Investments: Skagit 911 will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, Skagit 911 will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by Skagit 911 and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. Skagit 911 will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY SKAGIT 911

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

_____
_____
_____

_____4. Bond-in-Lieu: With the consent of Skagit 911, the contractor may submit a bond for all or any portion of the amount of funds retained by Skagit 911 in a form acceptable to Skagit 911 and from a bonding company meeting standards established by Skagit 911, if any.

Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever Skagit 911 accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from Skagit 911.

Retainage is normally released 30 - 45 days after final acceptance of work by Skagit 911, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

_____

(Contractor's Signature) Date

_____

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

_____
Branch

_____
Attn:

_____
Street Address

_____
City, State, Zip

The undersigned _____hereinafter referred to as the Contractor, has directed Skagit 911 to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The Skagit 911 shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and Skagit 911. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by Skagit 911 are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and Skagit 911. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by Skagit 911 as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by Skagit 911 and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of Skagit 911's warrants or checks) except in accordance with written instructions from Skagit 911. Skagit 911 shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is_____. Upon request by you, Skagit 911 shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event Skagit 911 orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to Skagit 911.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

_____

_____

_____.

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless Skagit 911 directs the release to the

Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to Skagit 911 and Contractor. Skagit 911 and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to Skagit 911 and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and Skagit 911 with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____day of _____, 20____.

_____
Contractor

BY: _____
Signature & Title

_____
Address

_____
City State Zip

Skagit 911

BY: _____
Chair of the Board

2911 E College Way, Suite A_____
Address

Mount Vernon, Washington, 98273
City State Zip

BY: _____
Director

Mount Vernon, Washington, 98273
City State Zip

ATTESTED BY:

_____
Finance Administrator

The above escrow instructions received and accepted this _____day of _____, 20____.

_____
Bank or Trust Company

By: _____

APPENDIX C

Plans and Drawings