SKAGIT COUNTY

Parks and Recreation

PAVING MAINTENANCE
SKAGIT FAIRGROUNDS

PROJECT MANUAL

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May 21, 2026

SECTION 00 00 00
TABLE OF CONTENTS

Contents

CIVIL DRAWINGS

APPENDIX

END OF SECTION

SECTION 00 10 00 - BIDDER'S CHECKLIST

PART 1 - THIS BIDDER CHECKLIST IS PROVIDED FOR THE CONVENIENCE OF THE BIDDERS. THIS LIST MAY NOT INCLUDE ALL BIDDER RESPONSIBILITIES. IT DOES NOT RELIEVE BIDDERS FROM RESPONSIBILITY FOR SUBMITTING FULLY COMPLIANT BIDS FOR THIS PROJECT. SKAGIT COUNTY DOES NOT ASSUME ANY LIABILITY FOR BIDDER COMPLIANCE WITH BID REQUIREMENTS BY PROVIDING THIS CHECKLIST.

BID PROPOSAL FORM

A. Ensure that the Bid Proposal Form Section 00 41 00 is completely filled out, signed and notarized. Show bid price in both words and numerals, and unit prices for every bid item, if applicable.

B. Ensure that all Addenda are acknowledged on the Bid Proposal Form.

C. Ensure that Bid Proposal Form DOES NOT CONTAIN any unauthorized addition, deletion, alternate bid, or condition.

D. Ensure that the Bid Proposal Form is properly executed by the official authorized to represent the Bidder.

E. Refer to Section 00 15 30 Bidders Responsibility Criteria for documents to be submitted before bid, with bid and/or after bid opening date.

F. The General Contractor awarded the contract is responsible for obtaining additional sets of construction documents as deemed necessary by the Contractor for use during the project. Bidders are advised to consider this cost when preparing their bid.

ATTACHMENTS TO THE BID PROPOSAL FORM

A. Enclose with the Bid Proposal Form the Bid Guaranty for not less than 5% of the base bid amount.

B. Bid Bond Security Form**:** This form is to be executed by the bidder and the surety company unless bid accompanied by a certified check. The amount of this bond shall not be less than five (5%) percent of the total amount of the bid and may be shown in dollars or on a percentage basis.

C. Enclose with the Bid Proposal Form the "Supplemental Bidder Responsibility – Declaration of Bidder" form Section 00 15 30, signed and notarized.

D. Enclose with the Bid Proposal Form the "Certification Regarding Debarment Suspension or Ineligibility" form, signed.

The following forms are to be executed after the contract is awarded:

A. CONTRACT: This agreement to be executed by the successful bidder.

B. PERFORMANCE BOND: One hundred percent of the Contract Price to be executed by the successful bidder and his surety company. The surety on such bonds shall be a duly authorized surety company satisfactory of the Owner.

C. RETAINAGE INVESTMENT OPTION: This agreement to be executed by the successful bidder.

D. MANDATORY BIDDER RESPONSBILITY CHECKLIST and SUBCONTRACTOR RESPONSIBILITY CHECKLIST.

E. CONTRACTOR'S CERTIFICATION: Concerning Labor Standards and Prevailing Wage Requirements. Submit Statement of Intent to Pay Prevailing Wages. (Form F 700-029-000, available at Offices of Washington State Department of Labor and Industries).

END OF SECTION

SECTION 00 10 10 - BID INVITATION

SKAGIT COUNTY PARKS PAVING MAINTENANCE SKAGIT FAIRGROUNDS

NOTICE IS HEREBY GIVEN that bids will be received Thursday, June 25, 2026, until 3:00 p.m. at the Skagit County Parks Department, 1730 Continental Place, Mount Vernon, Washington, 98273. Bids must be received and secured until the time set for the opening. All bids must be plainly identified as:

Skagit County Parks
PAVING MAINTENANCE SKAGIT FAIRGROUNDS

ITEM FOR BID:
The project consists of erosion control, pavement removal, demolition, preparation for paving, grading, asphalt pavement and restoration, storm drain reconnections, catch basin replacements, and coordination with Skagit Parks. The base bid estimate is $135,000 including Washington State sales tax and allowance.

TIME OF COMPLETION:
The construction window for this project is October 5, 2026, through October 28, 2026. All work must be substantially complete by October 28, 2026.

BID DOCUMENTS/NON-MANDATORY BID MEETING:
Bid documents are contained herein as sent to the pre-selected respective bidder(s). A non-mandatory pre-bid conference for prospective bidders will be held on site Thursday, June 4, 2026. The meeting will take place at 10:00 a.m. at the project site address 1410 Virginia Street, Mount Vernon, WA, Skagit Fairgrounds. Contractors are advised to e-mail mahenry@co.skagit.wa.us to be added to the plan holders list to receive any addenda that may be issued.

Technical questions regarding the project must be submitted by email to Miles McEathron mmceathron@freelandengineering.com. Questions must be received by June 11, 2026.

Freeland Engineering will provide confirmation of the question(s) receipt within 24 hours; if a bidder does not receive such confirmation, it is solely responsible to re-send the question(s). The owner's responses will be provided to all bidders by addendum. No oral responses from the Owner or its representatives may be relied upon by bidders. **All Addenda will be available for this project by 5:00 p.m. Thursday, June 18, 2026**. If further Addenda are required, the bid opening may be postponed.

The Successful Bidder will be required to furnish the necessary additional Bond(s) for the faithful performance of the Work, as prescribed in the Bidding Documents.

CONTRACTOR REGISTRATION:
Pursuant to RCW 39.06, the Bidder shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

In order to perform public work, the successful Bidder and Subcontractors, prior to Contract award, shall hold or obtain such licenses and registrations as required by State Statutes and Codes, and Federal and local laws and regulations.

BIDDER RESPONSIBILITY CRITERIA

To be considered a responsible bidder, the Bidder and the Bidder's subcontractors must meet the Bidder responsibility criteria and supplemental bidder responsibility criteria described in Section 00 15 30 of the Project Manual. By submitting a bid, the bidder confirms it has read, understands and meets the responsibility criteria. The bidder also confirms it has included those items required to be submitted with the bid as noted in said Section and will provide the additional items within 4 days of the bid opening as required by said Section.

RIGHT TO ACCEPT OR REJECT

The Owner shall reserve the right to reject any or all proposals and the right but not obligated to waive any irregularities or informalities in any proposal, subject to the Laws of the State of Washington as pertinent to Public Works and congruent with requirements and policies of Skagit County, and as may be deemed in the best interest of the Owner. In particular, the Owner reserves the right to reject a proposal which is not accompanied by the required bid security or subcontractors listing as described heretofore, and incomplete or irregular proposals which may exclude any item(s) as may be required by the Bid Documents. NO PROPOSALS WILL BE ACCEPTED AFTER THE TIME SET FOR RECEIPT OF BID PROPOSALS.

Skagit County is an Equal Opportunity and Affirmative Action Employer. Small, Minority and Women-Owned firms are encouraged to submit bids.

WITHDRAWAL OF BID

No proposal may be withdrawn after the time set for the opening thereof, unless the Award of the Contract is delayed for a period of thirty (30) calendar days.

SECTION 00 15 30 - BIDDER RESPONSIBILITY CRITERIA

Low Responsible Bidder

It is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. The bidder must submit the following information, demonstrating that they meet the listed criteria:

1-02 Bid Procedures and Conditions

1-02.1 Qualifications of Bidder

A. Bidders must meet the minimum qualifications of RCW 39.04.350, as amended:

"Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

(a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;

(b) Have a current State unified business identifier number;

(c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a State excise tax registration number as required in Title 82 RCW; and

(d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

(e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one- year period immediately preceding the date of the bid solicitation; and

B. In addition to the bidder responsibility criteria above, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:
   a. The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "Excluded Parties List System" website. Bidder debarment or suspension status may be verified through this website: http://www.epls.gov/. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this criteria.

b. The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue, without a payment plan approved by the Washington State Department of Revenue. The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List", which may be verified at the following website: http://dor.wa.gov/content/fileandpataxes/latefiling/dtlwest.aspx. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

c. The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five (5) years prior to the bid submittal deadline. The Bidder shall provide a duly executed sworn statement (on the included form, or on a form otherwise determined to be acceptable by the Owner), that the Bidder has not been convicted of a crime involving bidding on a public works contract. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

d. The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established written procedure which the Bidder uses to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" contractors as defined per RCW 39.06.020. The Bidder shall submit a copy of its standard subcontract form for review by the Owner, a written description of the Bidder's procedure for validating the responsibility of the subcontractors with which the Bidder contracts, and a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner) that the Bidder has properly made a determination of responsibility for all subcontractors for the project. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

e. The Bidder shall not have a record of prevailing wage complaints filed against the Bidder within five (5) years prior to the bid submittal date that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances that are acceptable to the Owner. The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with a written explanation of each complaint, and how it was resolved. The Owner shall evaluate the explanations provided by the Bidder (and the resolution of each complaint) to determine whether the complaints demonstrate a

pattern of the Bidder failing to pay its workers prevailing wages as required. The Owner may also evaluate complaints filed within the time period specified that were not reported by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

f. The Bidder shall not have had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for the project, unless there are extenuating circumstances acceptable to the Owner. The Bidder shall provide a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner), that the Bidder has not had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for the project. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

g. The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects within three (3) years of the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances which are acceptable to the Owner. The Bidder shall submit a list of all public works projects that the Bidder has completed within the previous three (3) years prior to the bid submittal date, and include for each project the following information:

    i. The owner for each public works project, and contact information for each owner.

    ii. A list of claims filed against the retainage and/or payment bond(s) for each of the public works project.

    iii. A written explanation of the circumstances surrounding each claim against the retainage and/or payment bond(s), and an explanation as to the ultimate resolution of each claim.

    The Owner may contact other previous owners to validate the information provided by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

h. Within five (5) years prior to the bid submittal date the Bidder must have completed a minimum of at least three (3) other projects for a Federal, State, or local governmental agency. The Bidder shall provide the following information pertaining to these three (3) projects:

    i. The contact information for the Federal, State, or local contracting agency for whom the project was completed;

    ii. Description of the project;

iii. Start and completion dates for the project;

iv. Awarded contract amount;

v. Final contract amount;

vi. Other additional information or documentation pertaining to the projects as may be requested by the Owner.

The Owner may contact other previous owners to validate the information provided by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

i. **The Bidder shall have been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date. The Bidder shall provide the Owner with adequate documentation confirming that the Bidder has been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date, including, but not necessarily limited to, documentation from the Washington State Secretary of State's Office.** Such documentation shall include, but is not necessarily limited to, a copy of the Bidder's Certificate of Existence / Authorization, a copy of the Bidder's Certificate of Incorporation / Formation / Authority, a certified copy of the Bidder's Original Registration Document (i.e., Articles of Incorporation, Certificate of Authority, Certificate of Formation, or Foreign Limited Liability Registration), and any other supporting information or documentation as may otherwise be requested by the Owner (including, but not necessarily limited to, copies of the Bidder's business licenses and contractor's licenses for the previous five [5] years prior to the bid submittal date). The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

j. Within two (2) years prior to the bid submittal date the Bidder shall not have received any willful safety violations, and the Bidder shall not have received more than two (2) serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries or analogous agency with jurisdiction in the location the work was performed, regardless of whether such willful and/or serious safety violations have been abated or not. The Bidder shall provide Owner with a list of any and all willful and/or serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries (or analogous agency with jurisdiction in the location the work was performed), regardless of whether such willful and/or serious safety violations have been abated or not. The Owner may verify such information provided with the Washington State Department Labor & Industries or analogous agency with jurisdiction in the location the work was performed. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

k. The Bidder shall not be found out of compliance with Washington State Apprenticeship and Training Council for working apprentices out of ratio, without supervision, or outside of their approved work processes as outlined in the standards of apprenticeship under chapter 49.04 RCW for the one year period immediately preceding the date of the bid solicitation.

l. Within five (5) years prior to the bid submittal date the Bidder shall have successfully completed at least one (1) other project of a similar size and scope as required by the contract documents for this project. The project must have had a total construction cost of at least $200,000. In evaluating whether the other project(s) was/were "successfully completed," the Owner may verify previous owner references for the previous project(s), and may evaluate the previous owner's assessment of the Bidder performance, including but not limited to the following areas:

i. Quality control;

ii. Safety record;

iii. Timeliness of performance;

iv. Use of skilled personnel;

v. Management of subcontractors;

vi. Availability of and use of appropriate equipment;

vii. Compliance with contract documents;

viii Management of submittals process, change orders, and close-out,

ix. Construction within occupied area.

For the purposes of meeting this criterion, the Owner has determined that "similar size and scope" to this project means project(s) that have the following characteristics: (i) The awarded project(s) contract amount must have been of not less than $200,000. The Bidder shall submit a list of other project (s) of similar size and scope to this project, including information on a minimum of at least one (1) project of similar size and scope to this project or larger completed within five (5) years prior to the bid submittal date. The information about each project shall include the following:

1. Owner's name and contact information for the owner's representative;

2. Awarded contract amount;

3. Final contract amount;

4. A description of the scope of the project and how the project is

similar to this project;

5. The Bidder's assessment of its performance of each project, including but not limited to the following:

    a. Quality control;

    b. Safety record;

    c. Timeliness of performance;

    d. Use of skilled personnel;

    e. Management of subcontractors;

    f. Availability of and use of appropriate equipment;

    g. Compliance with contract documents;

    h. Management of submittals process and change orders.

    i. Construction within occupied areas.

C. All Bidders must supply and provide the forgoing described bidder responsibility information, documentation, and materials to the satisfaction of the Owner. If a Bidder fails to supply the required bidder responsibility documentation, information, or materials, then Bidder may be determined by the Owner to be non-responsive, and the bid may be rejected on this basis. If the Owner determines the bidder does not meet the bidder responsibility criteria above and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within twenty four (24) hours of receipt of the Owner's determination by presenting additional written information to the Owner. The Owner will consider the additional information before issuing its final determination. If the Owner's final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination. Please note that the above-described information, materials, and documentation requested by the Owner for purposes of determining Bidder responsibility is not necessarily exclusive, and the Owner expressly reserves the right to request additional information, materials, and documentation as may be determined to be necessary or desirable by the Owner in order to evaluate and determine Bidder's compliance with the above-described bidder responsibility criteria. At all times, the Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with the forgoing bidder responsibility criteria.

D. Certification Regarding Debarment Suspension or Ineligibility:

The Contractor certifies by signing this Agreement that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. Further, Contractor agrees not to enter into any arrangements or contracts related to this contract with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" at http://epls.arnet.gov/.

CONTRACTOR:

_____

Authorizing Signature

_____

Date

Federal Tax ID#:_____

Contractor Lic.#:_____

This form is to be submitted by the bidder with his bid.

SUPPLEMENTAL BIDDER RESPONSIBILITY - DECLARATION OF BIDDER

In accordance with the Contract Provisions and Plans the Bidder must provide the following sworn statement relevant to the supplemental bidder responsibility applicable to the project.

Name of Bidder:

_____

Address:

_____

Telephone No.: _____

E-Mail: _____

I, _____, the undersigned declarant, as the duly authorized representative on behalf of _____ (herein the "Bidder") hereby make this declaration on the basis of facts within the scope of my firsthand knowledge and authority to which I am competent to testify:

1. I hereby certify, swear, and affirm under penalty of perjury, that the Bidder has not been convicted of a crime involving bidding on a public works contract within the five (5) year period immediately preceding the bid submittal deadline for the project; and

2. I hereby certify, swear and affirm under penalty of perjury, that as of the date of this declaration (below), that the Bidder has hereby made a proper determination of bidder responsibility for all subcontractors for the project in accordance with the terms of RCW 39.06, RCW 39.04.350, and in accordance with the terms of the Bidder's written procedure for validating the responsibility of all subcontractors for the project with which the Bidder contracts; and

3. I hereby certify, swear and affirm under penalty of perjury, that the Bidder, has not had any public works contract terminated for cause by any State, Federal, or local government agency during the five (5) year period immediately preceding the bid submittal deadline for the project.

<u>This form is to be submitted by the bidder with his bid.</u>

Signed under penalty of perjury under the laws of the State of Washington this _____ day of _____, 2026, at _____, Washington.

Name of Bidder: _____

By: _____

Print Name: _____

Title: _____

STATE OF WASHINGTON

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____day of _____, 2026.

(SEAL)

_____
Notary Public
print name:_____
Residing at _____
My commission expires _____

END OF SECTION

This form is to be submitted by the bidder with his bid.

Summary of Required Submittals with Bid

1-02.1, B., d.

….."The Bidder shall **submit a copy of its standard subcontract form for review by the Owner, a written description of the Bidder's procedure for validating the responsibility of the subcontractors with which the Bidder contracts,** and a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner) that the Bidder has properly made a determination of responsibility for all subcontractors for the project…."

The information above is to be submitted by the bidder with his bid.

1-02.1, B., e.

"…..The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with a written explanation of each complaint, and how it was resolved…."

The information above is to be submitted by the bidder with his bid if applicable. If no complaints have been filed against the bidder, so state on paper, reference this section and submit with bid.

1-02.1, B., g.

"…..The Bidder shall submit a list of all public works projects that the Bidder has completed within the previous three (3) years prior to the bid submittal date, and include for each project the following information:

i. The owner for each public works project, and contact information for each owner.

ii. A list of claims filed against the retainage and/or payment bond(s) for each of the public works project.

iii. A written explanation of the circumstances surrounding each claim against the retainage and/or payment bond(s), and an explanation as to the ultimate resolution of each claim…"

The information above is to be submitted by the bidder with his bid.

1-02.1, B., h.

"….Within five (5) years prior to the bid submittal date the Bidder must have completed a minimum of at least three (3) other projects for a Federal, State, or local governmental agency. The Bidder shall provide the following information pertaining to these three (3) projects:

iv. The contact information for the Federal, State, or local contracting agency for whom the project was completed;
v. Description of the project;
vi. Start and completion dates for the project;

vii. Awarded contract amount;
viii. Final contract amount;
ix. Other additional information or documentation pertaining to the projects as may be requested by the Owner…."

The information above is to be submitted by the bidder with his bid.

1-02.1, B., i.

".....The Bidder shall provide the Owner with adequate documentation confirming that the Bidder has been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date, including, but not necessarily limited to, documentation from the Washington State Secretary of State's Office. Such documentation shall include, but is not necessarily limited to, a copy of the Bidder's Certificate of Existence / Authorization, a copy of the Bidder's Certificate of Incorporation / Formation / Authority, a certified copy of the Bidder's Original Registration Document (i.e., Articles of Incorporation, Certificate of Authority, Certificate of Formation, or Foreign Limited Liability Registration), and any other supporting information or documentation as may otherwise be requested by the Owner (including, but not necessarily limited to, copies of the Bidder's business licenses and contractor's licenses for the previous five [5] years prior to the bid submittal date)…"

The information above is to be submitted after the bid opening by the (2) two low bidders within 10 days of the bid opening.

1-02.1, B., j.

".....The Bidder shall provide Owner with a list of any and all willful and/or serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries (or analogous agency with jurisdiction in the location the work was performed), regardless of whether such willful and/or serious safety violations have been abated or not…"

The information above is to be submitted by the bidder with his bid if applicable. If no safety violations have been filed against the bidder, so state on paper, reference this section and submit with bid.

1-02.1, B., k.

"….The Bidder shall submit a list of other project(s) of similar size and scope to this project, including information on a minimum of at least one (1) project of similar size and scope to this project completed within five (5) years prior to the bid submittal date. The information about each project shall include the following:

1. Owner's name and contact information for the owner's representative;
2. Awarded contract amount;
3. Final contract amount;
4. A description of the scope of the project and how the project is similar to this project;
5. The Bidder's assessment of its performance of each project, including but not limited to the following:

a. Quality control;
b. Safety record;
c. Timeliness of performance;
d. Use of skilled personnel;
e. Management of subcontractors;
f. Availability of and use of appropriate equipment;
g. Compliance with contract documents; Management of submittals process and change orders…."

1-02.1, D.

A. Certification Regarding Debarment Suspension or Ineligibility:

The information above is to be submitted by the bidder with his bid.

SECTION 00 20 00 - INSTRUCTIONS TO BIDDERS

A. EXAMINATION OF SITE AND CONSTRUCTION DOCUMENTS

1. Before submitting a proposal, the bidder shall:
   a. Carefully examine the drawings and specifications,
   b. Visit the site of the work,
   c. Fully inform itself of existing conditions and limitations relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of this contract.
   d. Rely entirely upon its own judgment in making its proposal,
   e. Include in its bid a sum sufficient to cover all items required by the contract including all labor, materials, and services necessary to complete this project.

A. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder verbally. Every request for such interpretation should be in writing addressed to the Engineer, and to be given consideration, must be received at least 7 days prior to date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications.
Failure of any bidder to receive addenda shall not relieve any such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents. Approval of requested substitutions or proposed equals will be by Addenda as above.

C. PRODUCT SUBSTITUTIONS:

1. Substitutions: Bids must be based upon the specific articles and materials named in the Drawings and Specification. Substitution may be made only under the following conditions:
   a. Prior to Bid Opening: Not less than ten calendar days prior to bid opening, prime bidders may submit to the Engineer written requests for approval of articles or materials, accompanied by complete descriptions, technical data and samples. Approval or rejection of the proposed substitutions will be made by addenda issued to all bidders.

2. After Award of Contract: Approval of substitution will be made only in exceptional cases where the Contractor submits satisfactory evidence to the Engineer that through no fault of its own, specified or otherwise approved items cannot be obtained in time to avoid delay to the work. Approval in such cases shall conform to the other requirements above.

D. INTERPRETATIONS AND CORRECTIONS TO BIDDING DOCUMENTS

Bidders and Sub-bidders shall promptly notify the Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request

which shall reach the Engineer at least three days prior to the date for receipt of Bids. Any interpretation, correction or change of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

E. FORM OF BID

A Bid Form is attached to these Drawings and Specifications. Make Bid according to Form. Fill in all spaces. Bids shall not contain any recapitulation of work done. State bid in numerical numbers, if illegible provide long handwritten numbers. Completed form must be without interlineation, alteration or erasure. Signatures must be in longhand.

F. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney.

G. ORAL AND TELEGRAPHIC BIDS

Oral and telephonic modifications of bids cannot be considered.

H. SUBMISSION OF BID

Enclose bid and bid bond in opaque sealed envelope. Address to: Skagit County Parks Department. Particulars are in the Invitation to Bid. Deliver in person or by post. Bidder is responsible for delivery of bid at or before the time set for bid opening. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The Owner reserves the right to reject any bid of the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

I. BID BOND

Each bidder agrees to furnish a bid bond AIA Document A310 or a certified check amounting to five percent (5%) of the bid, included with its proposal. When left in escrow with the Owner its amount or penalty sum is the measure of damages which the Owner will sustain by the failure of the bidder to execute the Form of Agreement and furnish a 100 percent Performance and Payment Bond, AIA Document A312, and if the bidder fails to deliver said documents within 10 days after written notice, notice of the award of the contract to him, then the check shall become the property of the Owner or the Bid Bond shall remain in full effect. But if the bid is not accepted within 45 days after the time set for opening bids, or if the bidder delivers said contract and the bonds, then the check shall be returned to him or the bid bond shall become void. The right is reserved to hold the bid bonds of the three lowest bidders until the award of the contract or for a period of 45 days, whichever is the shorter time. Bids of all unsuccessful bidders will be returned as soon as feasible after the bid opening.

J. WITHDRAWAL OF BIDS

Any bidder may withdraw its bid either personally or by written request at any time prior to the hour set for the bid opening. No bid may be withdrawn or modified after the time set for opening unless and until the award of the contract is delayed for period exceeding 45 days.

K. TIME OF COMPLETION

Bidder must agree to Substantially Complete the Work by October 28, 2026, and to finally c omplete the work within 30 consecutive calendar days thereafter. Weather days will be allowed as mutually agreed upon between the Owner and the Contractor.

L. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with its delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Contract and for payment of all persons performing labor under the Contract and furnishing material or services in connection with the Contract as described in the Contract Documents. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, registered in the State of Washington, Insurance Commissioners Office. List Bonding Agent and address of same.

M. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY

Vehicle Liability and Property Damage Insurance shall be furnished as required by the Supplementary General Conditions.

N. BUILDER'S RISK INSURANCE

Property Damage Insurance shall be as required by the Supplementary General Conditions.

O. LAWS AND REGULATIONS, PREVAILING WAGES

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. All persons or firms performing on public service or construction contracts shall submit to the State, in advance of the work of all trades, a completed Form SF 9882, "Statement of Intent to Pay Prevailing Wages," accompanied by the filing fees for each Statement (Statements are available at Offices of Washington State Department of Labor and Industries). Refer to Supplementary General Conditions for Prevailing Wage information applicable to this project required by law.

P. QUALIFICATIONS OF BIDDERS

1. The Engineer and/or the Owner may make such investigations as necessary to determine the ability of a Bidder to perform the work, and the Bidder shall furnish all such information and date as may be requested prior to bidding. The Owner

reserves the right to reject any bid if the evidence submitted by, or if investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to perform the obligations of the Contract and to complete the work contemplated therein. Conditional Bids will not be accepted. Refer to Section 00 15 30 Bidders Responsibility Criteria for documents to be submitted with bid and/or after bid opening date.

2. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, when requested by the Owner, furnish the following information, which shall be sworn to under oath by him or by a properly authorized representative of the Bidder.
   a. The address and description of the Bidder's plan and place of business.
   b. The name and/or Articles of Co-Partnership or Incorporation.
   c. Itemized list of equipment available for use on the project.
   d. A certified or authenticated financial statement, dated within thirty (30) days prior to the opening of bids. The Owner may require that any items of such statements be further verified.
   e. A list of present contracts, including dollar values, percentage of completion and the names of all Owners involved.
   f. A statement regarding any past, present and pending litigation with an Owner.
   g. Such additional information as may be required that will satisfy the Owner that the Bidder is adequately prepared, in technical experience or otherwise, to fulfill the contract.
   h. Sufficient documentation to ensure that the Contractor is in compliance with the current Fair Employment Practice requirements of the Owner.

Q. POST-BID INFORMATION

1. The successful bidder shall submit to the Engineer, within ten calendar days of the notifications of selection for award of the Contract, the following:
   a. Statement of Cost for each major item of work or subcontract included in the Bid, equaling the total Contract award, and such other data as are required by the General Conditions, including Article 5.2.

R. LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. Bidders are advised that if successful, they will be required to meet all applicable federal, state, and local laws pertaining to permits, licenses, fees and taxes, as well as laws pertaining to employment and wages. Bidders are responsible for determining the extent and applicability of such laws.

S. DEFINITIONS

1. Bid Documents include the Instructions to Bidders, the Bid Form, and the contract Documents, including any Addenda.

2. Contract Documents consist of the Owner-contractor Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after the execution of the Contract.

3. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the Bidding Documents, including the drawings and specifications, by addition, deletion, clarification, or correction. Addenda issued prior to the receipt of Bids will be mailed, faxed, or delivered to each person or firm recorded by the Engineer as having received the Bid Documents.

T. AWARD OF THE CONTRACT(S)/REJECTION OF BIDS

1. The Contract will be awarded to the responsible bidder(s) submitting the lowest proposal complying with the condition of the Advertisement for Bid and these contract documents provided the bid is reasonable and in the best interest of Skagit County. Items in this bid, approved for contract by the Board of Commissioners, shall be awarded by Skagit County.
2. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County reserves the right to select all or individual alternate bid items whichever is determined to be in the best interest of the County.
3. The bidder to whom the award is made will be notified at the earliest practicable date.

U. DISQUALIFICATION OF BIDDERS

1. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of its bid or bids:
   a. Evidence of collusion among Bidders.
   b. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
   c. Uncompleted work under other contracts which, in the judgment of the county, might hinder or prevent the prompt completion of additional work if awarded.
   d. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.
   e. Contractor's naming oneself as a Subcontractor for which they have no expertise and working knowledge directly within the firm.

END OF SECTION

SECTION 00 41 00 - BID FORM

Bidder's Firm Name:_____ Date: ,2026

Address:_____

_____

Telephone No.:_____

TO: Skagit County Parks and Recreation
1730 Continental Place
Mount Vernon, WA 98273

Gentlemen and Ladies:

The undersigned having carefully examined the Bid Documents **entitled "PAVING MAINTENANCE SKAGIT FAIRGROUNDS"** dated May 21, 2026 and having had the opportunity to visit the site and examined the conditions affecting the Work, hereby submits the following proposal. The Undersigned proposes to furnish all labor, materials, services and incidentals, and to perform all work necessary for the completion of the Work described in the Contract Documents for the following Stipulated Sum for each bid item:

*BASE BID
(Includes BASE BID and ALLOWANCE)

_____ DOLLARS
(Please print dollar amount in words in space above for base bid not including sales tax.)

$_____
(Please write dollar figure in space above not including sales tax.)

The County reserves the right to reject all bids for cause and to waive minor irregularities in the bidding.

The County will award the bid to the lowest or best bid, taking into consideration price, and other factors that will contribute toward their exercising judgement to obtain the best value for the County.

ALLOWANCE
An allowance of $15,000 for encountering unforeseen conditions. Utility conflicts such as extensive reconnections beyond what is shown on the project drawings or poor subgrade condition. The contract will be adjusted based on the difference between actual costs incurred and allowance.

OVERHEAD AND PROFIT
All bid proposals enumerated in this Bid Proposal Form include overhead, profit and all other expenses involved in the execution and completion of the work described in the Contract

Documents.

SALES TAX

The Undersigned certifies that the above-named construction costs do not include Washington State and Local Sales Taxes applicable to Skagit County as applied to materials and labor which will become a permanent part of the Work. All other Sales and Use Taxes properly levied by the State of Washington and Local Agencies on labor, materials, and equipment utilized on a temporary basis shall be included in the proposed amounts.

CONTRACT PROVISIONS

If the Undersigned is notified of the acceptance of this proposal within 45 days from the date set for the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute a contract for the above Work for the above-named compensation in the required Form of Agreement containing the following provisions and to furnish the required bonds.

> Construction window for this project is October 5, 2026, through October 28, 2026. The project consists of erosion control, pavement removal, demolition, preparation for paving, grading, asphalt pavement and restoration, storm drain reconnections, catch basin replacements, and coordination with Skagit Parks. All work must be substantially complete by October 28, 2026.

BID GUARANTEE

The Undersigned agrees that the check or bid bond accompanying this proposal which amount is not less than 5 percent of the bid proposed, is left in escrow with the Owner, that the amount of the check, or penal sum of the bond, is the measure of damages which the Owner will sustain by failure of the Undersigned to execute said Contract and furnish required bonds, and that if the Undersigned fails to deliver said documents within 10 days after receipt of notice of award to him, the check shall become the property of the Owner and the bond shall remain in full effect. If this proposal is not accepted within 45 days after the time set for the opening of bids, then the check shall be returned and the bond shall become void.

ADDENDA ACKNOWLEDGMENT

Receipt of Addenda #_____is/are hereby acknowledged.

NON-COLLUSION CERTIFICATE

The Undersigned, being duly sworn, deposes and says that the person, firm, associated, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of this proposal to Skagit County for consideration in the award of the contract.

PREVAILING WAGES

The Undersigned hereby agrees to pay labor not less than the current prevailing rates of wages as determined by the State Bureau of Labor and Industries or less than hourly minimum rates of wages set forth in the Wage Rates for this Project.

Current prevailing wage rates are set forth in the Washington State Department of Labor & Industries website http://www.lni.wa.gov/ and are herein incorporated into this document by this reference.

_____
Signature of Bidder

_____
Title

_____
Print Name

_____
Email address

_____
Name of Company

_____
Address

_____

_____

_____
Telephone Number

State of Washington contractor's license number:_____ UBI #___
Labor & Industries Industrial Insurance Yes___No___
Employment Security Dept. #_____
State excise tax registration #_____
Disqualified from bidding on any public works contracts
Yes_____NO_____

NOTE: If Bidder is a corporation, write state of incorporation, or if Bidder is partnership, give full names and addresses of all partners.

Subscribed and sworn to before me this_____day of_____, 2026

_____
Notary Public in and for the State of Washington, residing in Washington.

END OF SECTION

SECTION 00 43 30 - BID SECURITY FORM

PART 1 - GENERAL

A. The "Bid Bond", AIA Document A310, 2017 Edition, is a part of these Contract Documents and is incorporated as fully as if bound herein.

B. The Bid Bond may be obtained from the American Institute of Architects, 1735 New York Avenue NW, Washington D.C. 20006; Seattle Chapter, American Institute of Architects, 1911 First Avenue, Seattle, WA 98101; and Northwest Washington Chapter, American Institute of Architects, as follows:

NW AIA
P.O. Box AB
Bellingham, WA 98227
Telephone: 360-671-9555

C. Contractors may use their standard bid security form as acceptable substitution.

END OF SECTION

SECTION 00 45 70 - RETAINAGE INVESTMENT OPTION

Contractor:_____

Date: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indicating your preference; if you fail to do so, the Owner will deposit funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

[ ] 1. Savings Account: Money will be placed in an interest bearing account. The interest will be paid to you directly, rather than kept on deposit. If you prefer a particular bank, state its name:

[ ] 2. Escrow/Investments: The Owner will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues.
Preferred Bank: _____ Securities/bonds: ____

[ ] 3. Guarantee Deposit: Retainage will be deposited in a manner selected by the Owner. No interest is payable to the Contractor.

Retainage is normally released 30 days after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature. State law allows for limited early release in certain circumstances.

_____
(Contractor's Signature)

_____
Title

END OF SECTION

SECTION 00 52 00 - VENDOR SERVICES AGREEMENT

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

1. Contractor will provide the following service/products at such time and in such manner as described in **"Exhibit A".**

2. County will compensate Contractor a maximum of , which includes all applicable taxes and will be chargeable to GL expenditure code(s) # , and others as assigned and appropriate.

3. The parties agree that Contractor is an independent contractor and not an employee nor agent of Skagit County. 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 County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

4. Defense & Indemnity Agreement.
The Contractor agrees to defend, indemnify and save harmless the County, 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 the County, 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 the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

5. This Contract shall commence on date of execution and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than one year from date of execution.

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

7. 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 County harmless therefrom.

8. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of $1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. A certificate of insurance naming the County, its elected officials, and employees as additional insured's and naming the County as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the County 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 as set forth in **"Exhibit "B"**. The contractors insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractors insurance and shall not contribute to it.

9. Prevailing Wages:

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 Industries before it is submitted to the County. 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.

10. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. 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 the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County 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 the County in the event this provision applies.

CONTRACTOR:

_____
Signature & Title of Signatory
(Date_____)

_____
Print Name

_____
Title

Mailing Address:
_____
_____
_____
Telephone No. _____
Fed. Tax ID #_____
Contractor Lic. #. _____

DATED this_____day of_____, 2026.

BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON

_____
Ron Wesen, Chair

_____
Peter Browning, Commissioner

Attest:

_____
Joe Burns, Commissioner

_____
Clerk of the Board

For contracts under $5,000:
Authorization per Resolution R20030146

Recommended:

_____
County Administrator

_____
Department Head

Approved as to form:

_____
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

_____
Risk Manager

Approved as to budget:

_____
Budget & Finance Director

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

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 County. Contractors insurance shall be primary.

The type of insurance required by this Agreement is marked below.

□ 1) Commercial General Liability Insurance
Certificate Holder – Skagit County

The Certificate must name the County as additional insured: Skagit County, its elected officials, officers and employees are named as additional insured.

Thirty (30) days written notice to the County of cancellation of the insurance policy.

□ 2) Professional Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County 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.

□ 3) Insurance is waived

Date: _____
Risk Manager

SECTION 00 60 00 - BONDS AND CERTIFICATES

The bond and insurance requirements set forth on the following pages are required of the successful bidder.

1.1 GENERAL:

In addition to the Bid Guarantee required in the advertisement, Skagit County requires the Contractor to furnish the following bonds and insurance. The inception date of the insurance coverage shall be the date the Contractor is ordered by Skagit County to proceed with the work and shall be maintained during the life of the Contract and for not less than one year thereafter.

1.2 EVIDENCE OF COMPLIANCE:

A. Performance, Labor and material Payment Bonds: Submitted at time of execution of the Contract and attached thereto.

B. Insurance: A Certificate of Insurance shall be filed with "Skagit County." This Certificate shall be reflective of all Insurance Coverage required by the County's contract documents. Any Certificate filed with the County found to be incomplete or not according to Form, will be returned as not satisfactory. Rejected Certificates shall be corrected as necessary and resubmitted to the county for approval. Certificates of Insurance and separate endorsement shall indicate the following to be Additional Named Insureds: Skagit County, it's officials, employees and agents.

Contractor's coverage shall be primary and non-contributory.

Certificates of Insurance shall indicate the following to be Additional Named Insureds: Skagit County, it's officials, employees and agents, and Freeland & Associates, Inc., shall be added as Additional Insured on the Certificate, and a separate endorsement shall be issued by the Company adding Skagit County, its officials, and employees and agents and Freeland & Associates, Inc.

In addition to the foregoing, the Certificate of Insurance must include a Cancellation Notification of not less than thirty (30) days. The Certificate should also contain the Contract Number and a "concise verbal definition" of the Contract to which the Certificate applies.

1.3 INSURANCE GENERALLY:

The Contractor shall not commence work under this contract until he has obtained the insurance required hereunder and such insurance has been approved by the County. In like manner, the General Contractor shall not allow any subcontractor to commence work on any subcontract until the subcontractor has submitted to the General Contractor a Certificate of Insurance reflective of the coverage required by Skagit County. Skagit County's approval of insurance shall not relieve or decrease the Contractor's liability hereunder. Each policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the Work or any expiration date shown on the policy and certificate, whichever occurs first, terminate the policy or change any coverage therein without first

mailing, by registered mail, written notice of such action at least 30 days prior to the termination of change, to Skagit County.

1.4 CONTRACTOR'S LIABILITY INSURANCE:

The insurance required, by Skagit County, is as specified below and in the amounts indicated:

A. Worker's Compensation and Employer's Liability Insurance: All employees of the Contractor and subcontractors shall be insured under Washington State Industrial Insurance. Employees not subject to the State Act shall be insured under Employer's Liability with a $1,000,000.00 limit of liability. A separate Certificate of Insurance shall be furnished to Skagit County of any of the Contractor's payroll is not reported to the Washington State Industrial Insurance. The contractor shall be responsible for confirming compliance of all subcontractors with the above requirements.

B. Comprehensive General Liability and Comprehensive Automobile Liability Insurance: The Contractor shall obtain and retain Bodily Injury and Property Damage Liability Insurance providing the following:

1. Additional Insured: Skagit County, Freeland & Associates, Inc. shall be named as additional insured for liability arising out of the work of this Contract as a result of the negligence, real or alleged, on the part of the contractor and his subcontractors.
2. Limits of Liability: Limits shall equal or exceed the combination or primary and excess limits for bodily injury and property damage liability of $1,000,000.00 annual aggregate.
3. Coverage: Coverage shall be as is usual to the practice of the Insurance Industry; included but not limited to the following coverage's:
    a. Premises and Operations including Explosion, Collapse and Underground Liability;
    b. Products and completed Operations;
    c. Owners and Contractors Protective Liability;
    d. Broad form Property Damage Liability;
    e. Blanket Contractual Liability;
    f. Personal Injury Liability, including coverage's A, B, and C;
    g. Employers "Stop-Gap" Liability;
    h. Automobile Liability for All Owned, Non-Owned, Hired Leased or Borrowed Vehicles:
    i. Un-insured and Under-insured Motorist Coverage should also be in effect.
4. Products and Completed Operations Insurance: This coverage must be maintained for a period of not less than two years after the final acceptance of the work performed.

1.5 PROPERTY INSURANCE:

Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to 115 percent of the full value thereof. This insurance shall include the interests of Skagit County, the Contractor and all subcontractors in the Work being performed. The coverage should be written on a "Builder's Risk" basis. Depending on the nature and size of the contract, the Contractor may be required to purchase Flood and Earthquake Coverage. All materials which are to be made part of the construction project are to be so insured

while being stored at or off the job site(s) and/or while being transported to and from the job site(s). Insurance against loss of tools, equipment, construction, or otherwise not to be incorporated into the Work is the responsibility of the Contractor and the cost of such insurance shall not be included in the cost of insurance required herein before.

A. Endorsements: The policy shall be specifically endorsed as follows:
   1. Payments: It is agreed that loss payments under the policy shall be made payable to Skagit County as trustee for each of the interests named in the policy.

B. Waiver: Skagit County and the contractor waive all rights against (1) each other and the subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Owner for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Skagit County, as trustee.

1.6 INDEMNIFICATION BY PROVIDER

To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Provider, its employees, agents or volunteers or Provider's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from , or in connection with performance of this Agreement; or 3) are based upon the Provider's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Provider are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

Participation by County - No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Provider's indemnity obligations under this Agreement.

Survival of Provider's Indemnity Obligations. The Provider agrees all Provider's

indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Indemnity by Subcontractors. In the event the Provider enters into subcontracts to the extent allowed under this Agreement, the Provider's subcontractors shall indemnify the County on a basis equal to or exceeding Provider's indemnity obligations to the County.

1.7 BONDS

A. Performance and Payment Bonds: Furnish surety bond in the form of AIA Document A312 in an amount equal to 100 percent of the Contract Sum covering faithful performance of the work and payment of labor and materials. Furnish bonds issued by a bonding company licensed to transact business in the locality of the Work and approved by the Owner.

END OF SECTION

SECTION 00 61 40 - PERFORMANCE BOND AND PAYMENT BOND

PART 1 - GENERAL

A. The "Performance Bond and Payment Bond", AIA Document A312, 2017 Edition, is a part of these Contract Documents and is incorporated as fully as if bound herein.

B. The Performance Bond and Payment Bond may be obtained from the American Institute of Architects, 1735 New York Avenue NW, Washington D.C. 20006; Seattle Chapter, American Institute of Architects, 1911 First Avenue, Seattle, WA 98101; and Northwest Washington Chapter, American Institute of Architects as follows:

NW A.I.A.
P.O. Box AB Bellingham, WA 98227
Telephone: 360-671-9555

END OF SECTION

SECTION 00 62 30 - CERTIFICATES OF INSURANCE

Certificates of Insurance Requirements:

1. Certificate shall be issued on an ACORD Form, or a form that meets with Skagit County's approval.

2. The Insuring Company shall have a Best Rating of A+, or meet with Skagit County's approval.

3. The minimum acceptable General Liability Limit shall be $1,000,000 Aggregate/$1,000,000 Occurrence. Coverage shall include owners & Contractors Protective Liability and Employers Liability (Stop-Gap) Coverage. Umbrella $1,000,000 per occurrence and $1,000,000 aggregate.

   Coverage shall be written on an "Occurrence" Basis, or meet with Skagit County's approval.

4. Automobile Coverage shall include "Any Auto" or "Scheduled Autos" and shall include Hired and Non-Owned Auto Liability.

   The minimum acceptable Automobile Liability Limit shall be $1,000,000.

5. Skagit County, its officials, employees, agents, and Freeland & Associates, shall be added as Additional Insured on the Certificate, and a separate endorsement shall be issued by the Company adding Skagit County, its officials, employees, agents, and Freeland & Associates as Additional Insured to the General Liability and Automobile Policy and the Umbrellas Excess Policy, where required to meet minimum limits outlined in #3 and #4 above.

6. Indemnification by Provider. To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Provider, its employees, agents or volunteers or Provider's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from , or in connection with performance of this Agreement; or 3) are based upon the Provider's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Provider are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

Participation by County - No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Provider's indemnity obligations under this Agreement.

Survival of Provider's Indemnity Obligations. The Provider agrees all Provider's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Indemnity by Subcontractors. In the event the Provider enters into subcontracts to the extent allowed under this Agreement, the Provider's subcontractors shall indemnify the County on a basis equal to or exceeding Provider's indemnity obligations to the County.

7. The "Cancellation" Block shall be altered to include the wording "Should any of the above described policies be canceled or materially reduced before expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."

If there are any questions regarding these requirements please contact Skagit County's Risk Manager, Mary Houben at 360-416-1380.

END OF SECTION

SECTION 00 82 50 - SPECIAL CONDITIONS

1. A non-mandatory pre-bid conference for prospective bidders will be held on site Thursday, June 4, 2026. The meeting will take place at 10:00 a.m. at the project site address 1410 Virginia Street, Mount Vernon, WA, Skagit Fairgrounds.

2. The Owner has procured the following permits from City of Mount Vernon:

    - Fill & Grade Permit ENGR26-0070

    All City of Mount Vernon permit conditions must be followed. It is the contractor's responsibility to meet the conditions of the permit and coordinate required inspections and testing. Skagit County Parks will hire a testing agency for inspection and compaction testing.

3. The Contractor shall submit all work schedules to the Engineer/Owner for review and approval prior to starting work. Access, staging areas, and security fences must be coordinated with owner and other construction projects in the area.

4. The contractor shall maintain a safe and reasonable route of travel for the public through the project site. Contractor shall take necessary safety precautions to protect the public during construction. The use of barricades, safety tape, temporary structures or other means necessary to protect the public shall be employed. The Contractor shall notify the Owner of scheduled work.

5. Requests for product substitutions prior to bidding will be considered only if they are received a minimum of seven (7) calendar days before the time specified for receipt of bid proposals. If no substitutions are approved prior to bid, bidders are required to bid and supply only specified products.

6. Access to the work site for the project will be provided to the Contractor.

A. ACCESS TO WORK

The Owner's designated project Coordinator shall have full access to the site at all times.

B. PREVAILING WAGES

Contractor and subcontractors 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 Industries before it is submitted to the County. 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.

C. AFFIDAVIT OF WAGES PAID

Following the final acceptance of a Public Works project, the Contractor and each and every subcontractor shall submit "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each Affidavit of Wages Paid must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted.

D. SUBMITTAL FEES

"Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" must be submitted to the Industrial Statistician of the Washington State Department of Labor and Industries accompanied by current rate for each individual form. This fee is to be paid by the Contractor. All bidders are advised to consider these charges when tabulating their bids.

E. RETAINED PERCENTAGE

The Contractor shall comply with the latest edition of RCW Chapter 39.

F. CONTRACTOR USE OF PREMISES

General: During the entire construction period the Contractor shall have the exclusive use of the designated portion of the premises for construction operations. The Contractor shall limit his use of the premises to the work indicated. Confine operations at the site to the areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed. Maintain the existing building in a safe and weather tight condition throughout the construction operations. Take all precautions necessary to protect the building during the construction period.

G. DESCRIPTIONS OF SUPERVISORY REQUIREMENTS

Minimum administrative and supervisory requirements necessary for coordination of work on the project include, but are not necessarily limited to, the following:

1. Coordination and meetings
2. Administrative and supervisory personnel
3. Special Reports
4. General installation provisions
5. Cleaning and protection

H. COORDINATION AND MEETINGS

Coordination Meetings: Hold project coordination meetings at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Conduct meetings in a manner which will resolve coordination problems. Record results of the meeting and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting. At Contractor's option, monthly coordination meetings can be held integrally with monthly progress meetings.

I. ADMINISTRATIVE AND SUPERVISORY PERSONNEL

General: Provide a General Superintendent and such other administrative and supervisory personnel as are required for performance of the work throughout the project time.

Submittal of Staff and Subcontractor Names, Duties: Within fifteen days of Notice to Proceed, submit a listing of Contractor's principal staff assignments, consultants and subcontractors, naming persons and listing their addresses and telephone numbers.

J. LIMITATIONS OF USE OF THE SITE

General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitable among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project.
Schedule deliveries to as to minimize space and time requirements for storage of materials and equipment on site. Contractor shall have materials delivered to its own place of business, or shall have personnel at the site to receive such items. Deliveries will not be received or signed for by the Owner.

K. SPECIAL REPORTS

General: Submit special reports directly to the Owner within one day of an occurrence. Submit a copy of the report to the Engineer and other entities that are affected by the occurrence.

Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, response by the Contractor's personnel, and evaluation of the results or effects and similar pertinent information.

Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

L. GENERAL INSTALLATION PROVISIONS

Pre-Installation Conferences: Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabrication who are involved in or affected by that unit or work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting.
Advise the Engineer of scheduled meeting dates. At each meeting review progress of other work and preparation for the particular work under consideration including specific requirements for the following:
1. Contract documents.

2. Related change orders.
3. Deliveries.
4. Shop Drawings, product data and samples.
5. Possible conflicts and compatibility problems.
6. Time schedules.
7. Weather limitations.
8. Manufacturer's recommendations.
9. Compatibility of materials.
10. Acceptability of substrates.
11. Temporary facilities.
12. Space and access limitations.

M. PROGRESS SCHEDULE AND REPORTS

General: Within fifteen days of date established for "Commencement of the Work" submit a comprehensive bar chart type progress schedule indicating a time bar for each significant category or unit of work to be performed at the site. Arrange schedule to indicate required sequencing of units, and to show time allowance for submittals, inspections and similar time margins.

Show critical submittal dates related to each time bar, or prepare separate coordinated listing of critical submittal dates.

Submittal: Following initial revision of schedule after Engineers review, print and distribute schedule to entities with a need-to-know responsibility, including two copies to Engineer. Post in temporary office space. Review at intervals matching payment request, and redistribute/re-post.

N. MEETINGS AND REPORTING

Project Meetings: conduct general progress and coordination meetings at least once each week, attended by a representative of each primary entity engaged for performance of work. Record discussions and decisions, and distribute copies to those attending and others affected including Engineer. Schedule meetings to coordinate with preparation of payment requests.

O. SCHEDULE OF VALUES

Prepare a schedule of values to show breakdown of Contract Sum corresponding with payment request breakdown, minimum of 30 items, and progress schedule line items. Show dollar value and percent of total for each unit of work scheduled. Submit not less than seven days prior to first payment request, and review each time schedule is affected by change order or other value revision (by Contractor). Include a Punch list/Closeout line item in a minimum bid quantity of 5% of the total bid.

P. PAYMENT REQUESTS

Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issues, the Owner shall make progress payments on account of the Contract Sums to the Contractor as provided in the Contract Documents for the period ending the twenty-fifth (25) day of the month as follows:

1. The Contractor shall submit Applications for Payment for the preceding month by the first day of each month. The Owner shall make progress payments to the Contractor not later than thirty (30) days following the receipt of the Application for Payment from the Contractor.

2. The Owner shall pay to the Contractor, on each application for Payment, materials, equipment incorporated in the Work and to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for Payment, less the aggregate of previous payments made by the Owners.

The Owner will not be liable for interest or penalties charged by the Contractor on any Payments delayed due to Contractor's failure to inform himself of the O w n e r ' s normal procedures or to submit payment requests timely.

The Contract Sum and any agreed variations thereof, shall include all Federal, State and Local taxes imposed by laws, and properly chargeable to the project except the State of Washington Sales Tax. Washington State and Local Sales Taxes as applied to the materials and labor or equipment which becomes part of the Work will be paid by the Owner; a proportionate amount of the tax will be added to each payment voucher issued to the Contractor. The Contractor shall pay all other sales, consumer, use and similar taxes properly levied by Washington State and Local Agencies for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. For payment requests, use AIA Form G702, or equivalent, fully completed, executed and notarized. Submit the forms in triplicate, including attachment of waivers and similar documentation with one copy prior to the initial payment request, submit:

1. List of principal subcontractors and suppliers, including contact persons and their addresses and telephone numbers.
2. List of principal staff assignments with addresses and telephone numbers.
3. Schedule of values.
4. Progress schedule and first progress report.

Following issuance by Owner of Certificate of Substantial completion, Contractor may submit special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approval and releases by governing authorities, required for Owner's operational/maintenance personnel.
2. complete final cleaning of work.
3. Submit record documents.
4. Submit listing of work to be completed before final acceptance.

Following completion of the following requirements, final payment request may be submitted:

1. Complete work listed as incomplete at time of substantial completion, or otherwise assure Owner of subsequent completion of individual incomplete items.
2. Settle liens and other claims, or assure Owner of subsequent settlement.
3. Submit proof of payment on fees, taxes and similar obligations.
4. Transfer operational, access, security and similar provisions to Owner; and remove temporary facilities, tools and similar items.
5. Affidavits of Wages Paid from all entities who worked at the site.
6. Completion of requirements specified in "Project Closeout" section.

7. Obtain consent of surety for final payment.
8. Provide evidence of full payment of all industrial insurance premiums as required by RCW 51.12.050 and/or RCW 51.12.070.

Payments will be mailed to Contractor's place of business. Payments cannot be picked up personally.

END OF SECTION

SECTION 00 83 00 - DEPARTMENT OF LABOR WAGE RATES

PART 1 - GENERAL

1.1 SUMMARY

A. This schedule of prevailing wage rates for the locality or localities of the Work, as described by the Industrial Statistician of the Department of Labor and Industries, are available on the Washington State Department of Labor & Industries website http://www.lni.wa.gov/. Contractor remains solely responsible for verifying that the rates used are accurate, current, and inclusive for all parts of this Work. Contractor is responsible for notifying the Architect, in writing, of any problems, errors, or discrepancies in this Section no later than 7 working days prior to Bid opening. Any off-site prefabrication may also require prevailing wages and the Contractor should contact the Department of Labor and Industries to ascertain those rates.

B. Contractor to provide the "Notice of Intent to Pay Prevailing Wage Rates", and "Affidavits of Wages Paid" as required by RCW 39.04, 39.12, 43.19, and 49.28 as amended. State approved "Notice of Intent to Pay Prevailing Wage Rates" and "Affidavits of Wages Paid" forms or State assigned numbers shall be sent directly to the owner. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Contract as though fully set forth herein.

Current prevailing wage data are available at the:

ADDRESS: Department of Labor and Industries
Prevailing Wage Section
P.O. Box 44540
Olympia, Washington 98504-4540

Current prevailing wage rates are set forth in the Washington State Department of Labor & Industries website http://www.lni.wa.gov/ and are herein incorporated into this document by this reference.

The General Contractor and his sub-contractors are to pay for all filing fees for Statements of Intent to Pay Prevailing Wages and Affidavits at $40.00 each document submitted. Pay for any change in rate during the course of construction.

Submit forms to: Department of Labor and Industries
Prevailing Wage Section
P.O. Box 44540
Olympia, Washington 98504-4540

END OF SECTION

Geotechnical Engineering Report

Skagit County Fairgrounds Sewer Replacement
501 Taylor Street
Mount Vernon, WA

Prepared For:

Skagit County Parks and Recreation
1730 Continental Place
Mount Vernon, WA 98273

C/O:
Mr. Brian Adams
Director

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March 5, 2024
Project No. 24-0475

Skagit County Parks and Recreation
1730 Continental Place
Mount Vernon, WA 98273
Skagit County Contract #C20230411

Attn: Mr. Brian Adams
Director

Re: Geotechnical Engineering Services
Skagit County Fairgrounds Sewer Replacement
501 Taylor Street
Mount Vernon, WA

Dear Brian,

As requested, GeoTest Services, Inc. (GeoTest) is pleased to submit the following report summarizing the results of our geotechnical evaluation for the proposed above-referenced property in Mount Vernon, Washington (see Vicinity Map, Figure 1). This report has been prepared in general accordance with the terms and conditions established in our services agreement dated February 8th, 2024, and authorized by yourself. Our services were performed under a pre-approved "On Call" contract with Skagit County Parks and Recreation, Contract Number C20230411.

We appreciate the opportunity to provide geotechnical services on this project and look forward to assisting you during the construction phase. Should you have any further questions regarding the information contained within the report, or if we may be of service in other regards, please contact the undersigned.

Respectfully,
GeoTest Services, Inc.

EDWARDO A. GARCIA
STATE OF WASHINGTON
40819
REGISTERED
PROFESSIONAL ENGINEER

03-05-24

Jeffery Vanfossen
Geotechnical Technician

Edwardo Garcia, P.E.
Geotechnical Department Manager

Enclosure: Geotechnical Engineering Report

TABLE OF CONTENTS

PURPOSE AND SCOPE OF SERVICES

The purpose of this evaluation is to establish general subsurface conditions beneath the site from which conclusions and recommendations pertaining to project design can be formulated. Our scope of services includes the following tasks:

- Exploration of soil and groundwater conditions underlying the site by advancing two test pits (TP-1 and TP-2) using a track-mounted excavator subcontracted by GeoTest, two hand augured borings (HA-1 and HA-2), and two Dynamic Cone Penetrometers (DCP-1 and DCP-2) at predetermined locations.

- Perform laboratory testing on representative samples to classify and evaluate the engineering characteristics of the soils encountered.

- Provide a written report containing a description of surface and subsurface conditions, exploration logs, with findings and recommendations pertaining to preparation of pavement subgrades, site preparation and earthwork, including reuse of on-site soils, wet weather earthwork and criteria for selection, placement, and compaction of Structural Fill, and recommendations for geotechnical monitoring, materials testing, and consultation during construction.

- Assess Geologically Hazardous Areas (if present) per Mount Vernon Municipal Code (MVMC).

PROJECT DESCRIPTION

GeoTest understands that the existing sewer alignment will be removed and replaced with new sewer lines and clean outs on the project site. The alignment will extend between the restrooms adjacent to the Main Stage, trending north along Virgina Street, and terminating at the manhole between Building A and the Birds of Prey building. GeoTest understands that the existing manholes and structures will be utilized, and that this project is mostly replacing older pipes and those that have settled over time. GeoTest understands that approximately 550 to 600 feet of trench is expected for this project with between 3 and 6 feet of excavation based on the preliminary Civil plan provided. GeoTest does not expect significant grading activities will be required as part of the site improvements.

SITE CONDITIONS

This section discusses the general surface and subsurface conditions observed at the project site at the time of our field investigation. Interpretations of the site conditions are based on the results of our review or available information, site reconnaissance, subsurface explorations, laboratory testing, and our experience in the project vicinity.

Image 1. A photo taken with a Mavic II Pro drone during the site visit on February 16th, 2024, showing an aerial view of the subject area.

Surface Conditions

The proposed area of sewer replacement is approximately 1.5-acres in size and is located on Virginia Street in Mount Vernon, Washington, on the Skagit County Fairgrounds within 4 parcels (Parcel No. P54349, Parcel No. P29183, Parcel No. 29184, and Parcel No. P54355). The subject area where the sewer replacement will take place currently supports five, single-story structures varying in size, and an elevated wooden stage. Adjacent to the wooden stage, a maintained lawn is present with planters adjacent containing vegetation varying from small bushes to large trees. The project site contains existing asphalt drive paths and walkways throughout. Virginia Street bounds the site to the west, and the Sherman Anderson Ballpark bounds the site to the east while other residential properties are present in the general vicinity.

The subject area is relatively flat with less than a few feet of elevation differential across the property. GeoTest observed a several existing utility alignments and easements around the parcels.

Image 2. Site conditions showing the relatively flat surface conditions, maintained lawn, and asphalt drive paths and walkways. The photo was taken facing south on February 16th, 2024.

Subsurface Soil Conditions

Subsurface conditions were explored and documented by advancing two test pit excavations (TP-1 and TP-2) and two hand augured borings (HA-1 and HA-2) and two Dynamic Cone Penetrometer tests (DCP-1 and DCP-2) on February 16th, 2024. Soil classification was performed in general accordance with the guidelines of the American Society for Testing and Materials (ASTM) D2487 and D2488. Approximate locations of the test pit and DCP explorations have been plotted on the *Site and Exploration Plan* (Figure 2). For further subsurface information, please reference the *Soil Classification System and Key* (Figure 3), *Exploration Logs* (Figure 4 and 5) and *Laboratory Testing* (Figure 6).

Test Pit Explorations

The test pit explorations were advanced to a depth of 7 and 8 feet below ground surface (BGS) using a tracked excavator subcontracted by GeoTest. A GeoTest Geotechnical Technician directed and observed test pit operations and logged the soil conditions encountered. Samples were generally taken at 2-foot intervals with sampling slightly more frequent near the surface.

In TP-1, the soils encountered between 0 and 2 feet BGS were described as stiff to very stiff, brown to tan, damp to moist, slightly gravelly, slightly sandy silt with occasional organics and light orange mottling. These near surface soils were interpreted as uncontrolled fill. Below the fill soils, between 2 and 2.5 feet BGS, GeoTest interpreted the materials as Relict Topsoil and described them as stiff to very stiff, brown to black, damp to moist, sandy silt with occasional organics. The soils below the Relict Topsoil, between 2.5 and 4 feet BGS were described as very stiff, gray brown to brown, moist to wet, sandy silt with light orange mottling. These soils were interpreted as weathered Alluvial Deposits. Between 4 feet and the termination depth of 7 feet BGS, medium dense to dense, gray brown, wet, very silty sands were encountered and described as unweathered Alluvial Deposits.

In TP-2, previously placed fill materials (Road Base) were encountered at the surface to 1-foot BGS and was described as dense to very dense, gray, damp, sandy gravels. Below the Road Base, the same weathered Alluvial Deposits were described in TP-1 and were encountered between 1 and 5 feet BGS. GeoTest encountered medium dense, dark gray brown, damp, very silty sands below the weathered material between 5 and 8 feet BGS and interpreted the soils as unweathered Alluvial Deposits.

Images 3 and 4. TP-1 with groundwater at 4 feet BGS (left) and TP-2 (right) during explorations. Photos were taken during the site explorations on February 16th, 2024.

Hand Auger Borings

The hand auger borings (HA-1 and HA-2) were advanced to depths 3.5 and 4 feet BGS. The soils encountered in the borings were generally consistent with those encountered in the test pit

explorations. Topsoil was encountered in HA-1 between 0 and 0.5 feet BGS and was described as loose, dark brown, damp, silty sand with numerous organics. In HA-2, Road Base was encountered between 0 and 1 feet BGS and was described as medium dense, brown, damp, sandy gravel. Weathered Alluvial Deposits were encountered below the near surface materials in both hand auger borings and extended to the termination depths. The soils were described as soft to very stiff, gray brown, damp to moist, slightly sandy silt with occasional organics and orange mottling.

Dynamic Cone Penetrometer (DCPs)

Subsurface conditions were explored and documented by advancing two Dynamic Cone Penetrometer tests (DCP-1 and DCP-2) on February 16th, 2024. Approximate locations of these explorations have been plotted on the *Site and Exploration Plan (Figure 2)*. DCP Logs can be viewed as attachments at the end of this report.

DCP tests were conducted to evaluate the relative density and/or consistency of the site soils. The DCP analyses consisted of driving an approximately 1-inch diameter steel rod into the ground utilizing a 35-pound drop hammer. By measuring the number of blows it takes to drive the rod every 4 inches (10 cm), the general density of granular soils and the stiffness of cohesive soils can be determined. The number of blows for each increment can be correlated to standard N values typically obtained from Standard Penetration Testing (SPT) performed using a mechanized soil drill rig. DCPs were advanced to depths near 5 feet BGS or until refusal was reached (50 blow per 4 inches).

GeoTest interprets the DCP results as approximately 0.5 feet of Topsoil in DCP-1 and 1 foot of Road Base in DCP-2 overlying native, weathered and nonweathered Alluvium Deposits, with our DCP explorations reaching refusal shortly after encountering medium dense/stiff soils. The refusal depths encountered during the DCP is consistent with the medium dense/stiff soils encountered during the test pit exploration.

General Geologic Conditions

Geologic information for the project site was obtained from the *Preliminary geologic map of the Mount Vernon 7 1/2' quadrangle, Skagit County, Washington*, (Dethier, D.P., and Whetten, J.T., 1981), published by the U.S. Geological Survey. According to the referenced map, subsurface soils in the vicinity of the project site consist of Alluvium Deposits (Qal). These materials were deposited by the Skagit River. The Alluvium Deposits generally consists of well-sorted and stratified, generally with subrounded and rounded clasts derived largely from metamorphic and plutonic rocks found in the upper parts of its drainage basin. The unit includes low terraces 2 to 5 meters above the modern flood plain. Native soils encountered during our subsurface explorations were generally consistent with the mapped Alluvium Deposits.

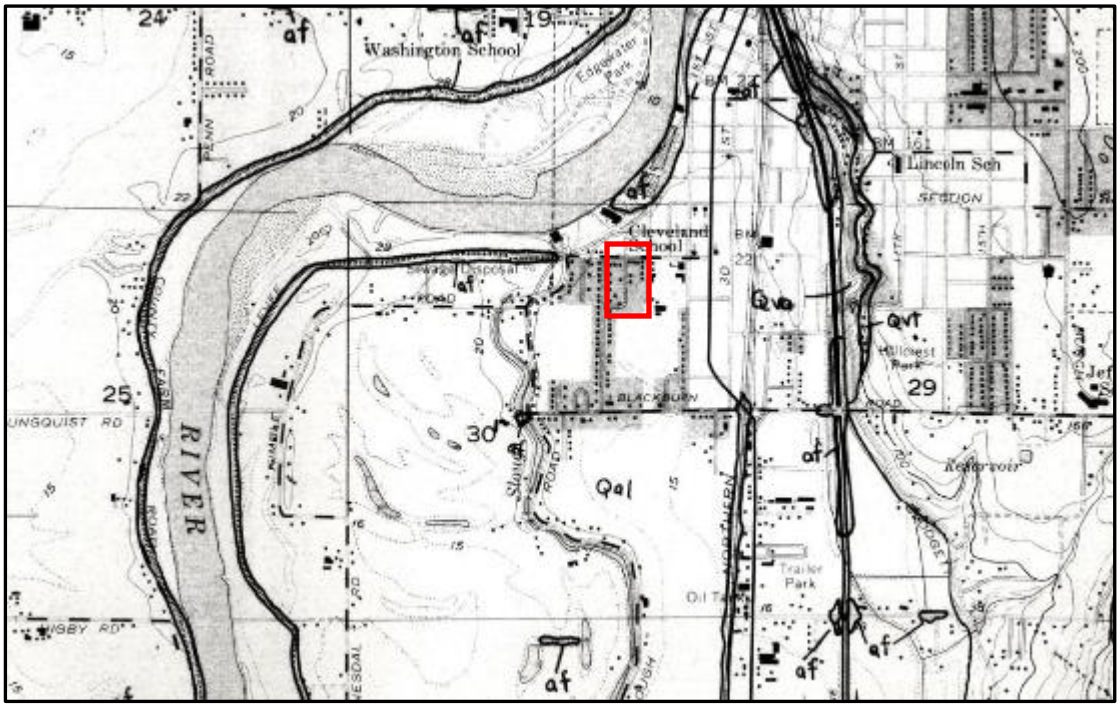

Image 5. A portion of the *Preliminary geologic map of the Mount Vernon 7 1/2' quadrangle, Skagit County, Washington* (Dethier, D.P., and Whetten, J.T., 1981) Approximate subject area is outlined in red.

Groundwater

At the time of our test pit explorations on February 16th, 2024, groundwater seepage was encountered at 4 feet BGS in TP-1 and 7 feet BGS in TP-2. The groundwater conditions reported on the exploration logs are for the specific locations and dates indicated, and therefore may not be indicative of other locations and/or times. Groundwater levels are variable and groundwater conditions will fluctuate depending on local subsurface conditions, precipitation, and changes in on-site and off-site use. Our explorations occurred during the "wet season", and it is expected that the observed groundwater elevations are near or approaching seasonal groundwater highs. Seasonal groundwater monitoring is not part of our current scope of services.

Web Soil Survey

According to the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) *Web Soil Survey* website, one primary soil is present within the vicinity of the subject area.

These soils are classified as Urban land-Mt. Vernon-Field Complex. See Table 1 below for a summary of the USDA *Web Soil Survey* classification information. Values of K range from 0.02 to 0.69; the higher the value, the more susceptible the soil is to sheet and rill erosion by water. It is interpreted that the site has a **high** erosion factor based on the findings in Table 1.

Table 1 USDA NRCS Soil Classifications	
Map Unit Symbol	152
Map Unit Name	Urban land-Mt. Vernon-Field Complex
Soil Description	Ashy very fine sandy loam, stratified ashy sand to very fine sandy loam, stratified fine sand to silt loam
Landform	Flood plains, natural levees
Parent Material	Alluvium and volcanic ash
Land Capability Classification	8s
Erosion K Factor, Whole Soil	0.37

GEOLOGIC HAZARDS

According to Section 15.40.170 of the Mount Vernon Municipal Code (MVMC), Geologically Hazardous Areas include "areas that are susceptible to erosion, sliding, earthquake, or other geologic events pose a threat to the health and safety of citizens when incompatible development is sited in areas of significant hazard. Such incompatible development may not only be at risk but may also increase the hazard to surrounding development and use. Areas susceptible to one or more of the following types of hazards shall be designated as geologically hazardous areas: erosion hazard, liquefaction, landslide hazard, seismic hazard, volcanic hazard, and alluvial fan hazard".

A summary of our findings and mitigation recommendations for each of these listed hazards is given in the following sections.

Seismic Hazard Areas

Seismic Hazard Areas are defined by MVMC 15.40.070 (B.3) as "areas subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, soil liquefaction or surface faulting."

1. *Areas that have a potential for soil liquefaction and soil strength loss during ground shaking as identified on the city of Mount Vernon Soil Liquefaction Potential Map derived from Washington State Department of Natural Resources data or as identified by investigative maps or studies by the United States Geologic Survey.*

2. *Areas located on a Holocene fault line as indicated on investigative maps or described in studies by the United States Geologic Survey, Geology and Earth Resources Division of the Washington Department of Natural Resources, or other documents authorized by government agencies, or as identified in the field.*

Based on the online *Geologic Map of Washington State*, published by the Washington State Department of Natural Resources (DNR), the subject site is rated as a **moderate to high** liquefaction susceptibility area. However, this map only provides an estimate of the likelihood that soil will liquefy as a result of earthquake shaking and is meant as a general guide to delineate areas prone to liquefaction. It is necessary to inform the Owner that the regional maps indicated a moderate to high liquefaction susceptibility during a large-scale seismic event.

The proposed sewer replacement is deemed necessary because of its current performance. It is GeoTest's opinion that the replacement of the sewer pipes will not increase or decrease the liquefaction potential that is already present in the region. Further, the cost to fully mitigate a non-critical, below-grade, sewer pipe is expected to be vastly more than the cost of replacing/repairing the pipe should a design earthquake occur. As such, GeoTest does not recommend a specific mitigation, other than planning for repair work within the City's long-term municipal plan. Should the City of Mount Vernon require additional input regarding either liquefaction or a seismic hazard assessment above and beyond our review of the hazard map, GeoTest is available to provide these services as a part of a separate scope of work.

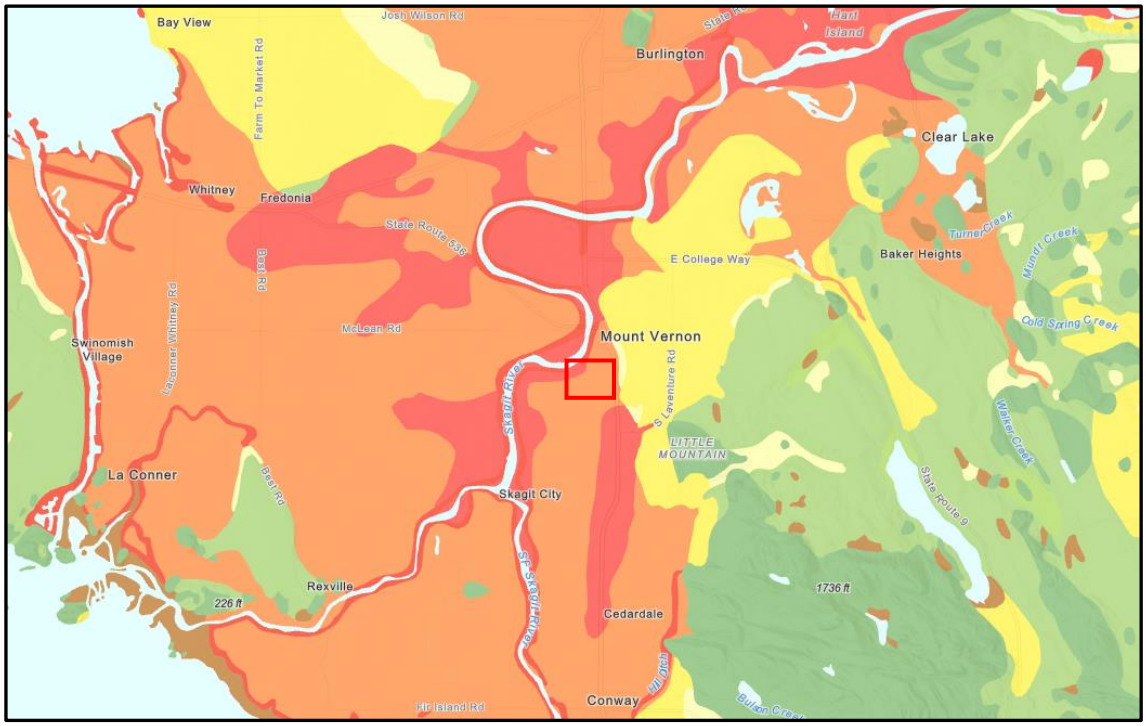

Image 6. Screenshot from the DNR Geologic Information Portal, in which the entire project site is considered to possess a moderate to high liquefaction susceptibly (orange). The approximate site location is located within the red box.

Volcanic Hazard Areas

Volcanic Hazard Areas are defined by MVMC section 15.40.070 (B.4) as, "areas including those lands identified as a volcanic hazard zone for Glacier Peak, Washington (US Open-File Report 95-499); or in a volcanic hazard area of Mount Baker, Washington (USGS Open-File Report 95-498)."

Based on a review of information obtained from the U.S. Geological Survey, the property is located within the lahar flow path of both Glacier Peak and Mount Baker. The major hazard to life and property resulting from debris flows is burial or impact. The risk tends to decrease with distance downstream and the height above the river channel.

It is GeoTest's opinion that the level of risk is not sufficient to prevent sewer replacement on the subject property as proposed. Due to the unpredictable quantity of debris that can result from a lahar, it is GeoTest's opinion that mitigation for such an event through structural design is not feasible and/or economical. Furthermore, the placement of physical barriers on the property, such as berms or vegetation, within the subject property is not required to mitigate lahar events. Overall, we consider the potential of a lahar event impacting the subject property to be low and no greater risk than what is currently present on the project site and in the region.

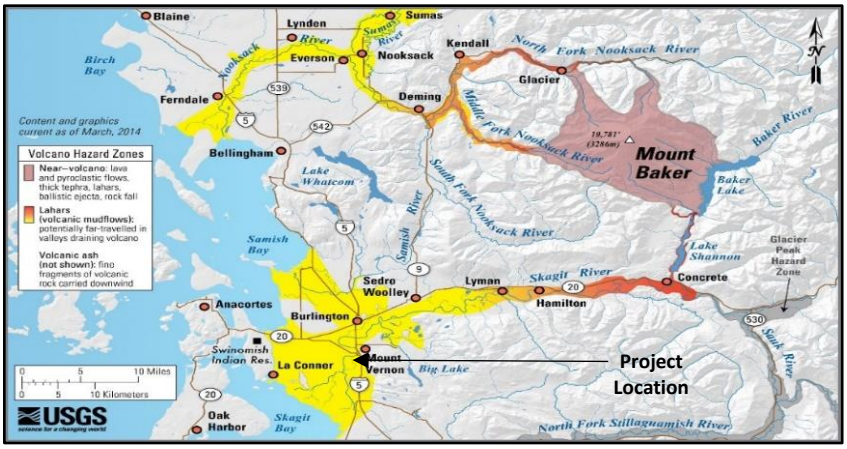

Image 7 - Map showing volcanic hazard zones derived from a potential Mount Baker volcanic event. Yellow depicts a potential lahar flow path within the Nooksack River and Skagit River valleys. (Data source: USGS).

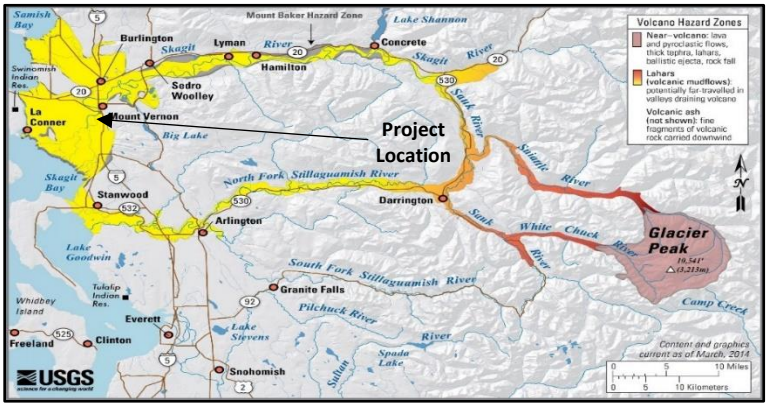

Image 8 - Map showing volcanic hazard zones derived from a potential Glacier Peak volcanic event. Yellow depicts a potential lahar flow path within the Skagit River and North Fork Stillaguamish River valleys. (Data source: USGS).

Landslide Hazard Areas

According to MVMC Chapter 15.40.070 (B.2), a *Landslide Hazard Area* is defined as an area that exhibits one or more of the following characteristics:

1. *Contains or lies within 200 feet from slopes having the following characteristics: gradients of 15 percent or greater intersecting geologic contacts with permeable sediments overlying low permeability sediment or bedrock and springs or groundwater seepage are present; and/or*

2. *Contains or lies within 200 feet from any area having a 40 percent slope or steeper and with a vertical relief of 10 feet or more; and/or*

3. *Contains or lies within 200 feet from areas of historic failure such as areas designated as quaternary earth slumps, earthflows, mudflows, lahars, debris flows, rock slides, landslides or other slope failures on maps or technical reports published by the U.S. Geological Survey such as topographic or geologic maps, or the Geology and Earth Resources Division of the Washington Department of Natural Resources, or other documents authorized by government agencies; and/or*

4. *Contains or lies within 200 feet from areas potentially unstable as a result of rapid stream incision, stream bank erosion, and undercutting by wave action. Such area shall be addressed as a flood hazard consistent with this chapter; and/or*

5. *Areas that have shown movement (e.g., slides, rotational or mass failures, subsidence) during the Holocene epoch (i.e., the last 8,000 through 10,000 years) or that are underlain or covered by wastage debris of that epoch; and/or*

6. *Contains or lies within 200 feet from slopes that are parallel or sub-parallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials; and/or*

7. *Contains or lies within 200 feet from slopes with a gradient greater than 80 percent and subject to rock fall during seismic shaking.*

Based on a review of the best available geologic resources, our on-site observations and experience in the project vicinity, the subject property and immediate site vicinity does not appear to contain evidence of historic or active landslides. For these reasons, it is our opinion that the subject property is not a Landslide Hazard, and thus no other mitigations are required.

Erosion Hazard Areas

Areas considered to be known or suspected *Erosion Hazard Area*s are defined by MVMC section 15.40.070 (B.1). This code section establishes the following three criteria to determine whether or not erosion hazard areas are present within a given area:

1. *Those areas containing soils that, according to the U.S. Natural Resource Conservation Service Survey, have severe to very severe erosion hazard potential; and/or*

2. *Those project areas that fall within any soil sloping greater than or equal to 30 percent; and/or*

3. *Those areas that may be considered to have an erosion hazard as a result of rapid stream incision or stream bank erosion.*

Due to the subject property containing soils that have a high erosion hazard according to the U.S. Natural Resources Conservation Service Survey, the subject property being relatively flat, and the subject property being about 1,500 feet away from the Skagit River, which currently has berms to prevent or reduce future flood potentials, the subject area does not fall within an erosion hazard area. Thus, no further mitigations to address Erosion Hazard Areas are required.

Alluvial Fan Hazard Areas

Alluvial Fan Hazard Areas are defined by MVMC section 15.40.070 (B.5) as, “Areas within or 200 feet from an alluvial fan as designated on the Skagit County Alluvial Fan Study Orthophoto Maps. An alluvial fan is an accumulation of sediment deposited by a stream where it issues from steep, confined hill slopes onto a floodplain or valley floor. The sediment mass includes rock, mud, woody debris, and other accumulations. The depositional mechanism is the decrease in gradient that causes the material to stop its downhill course. Repeated debris flows tend to obstruct the channel, forcing the material to find a new path of least resistance.”

Due to the location of the proposed sewer replacement, the subject area does not fall within an alluvial fan hazard area.

Flood Hazard Areas

The City of Mount Vernon contains areas that are subject to the periodic inundation of flood waters which may result in the loss of life and property, health and safety hazards and disruption of commerce and governmental services. According to FEMA's Flood Insurance Rate Map for Mount Vernon, Washington, the project site is within the 100-year floodplain of the nearby Skagit River, located approximately 1,400 feet northwest of the subject area. The project site is located within a Zone AE flood hazard area with a base flood elevation about 25 feet above mean sea level per the referenced map.

The subject area is mapped within Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood on FEMA's Flood Insurance Rate Map, but it is GeoTest's opinion that the sewer replacement will not increase or decrease the relative levels of risk that already exist for the flood hazards. Thus, no specific mitigations to address Flood Hazard Areas are required for the proposed utility replacement.

CONCLUSIONS AND RECOMMENDATIONS

Based upon an evaluation of the data collected during this investigation, it is our opinion that subsurface conditions at the site are suitable for the proposed sewer replacement, provided that the recommendations contained herein are incorporated into the project design. The shallow groundwater elevations encountered during our investigation will present challenges during the anticipated 3-to-6-foot deep, open cut utility installation. Appropriate mitigation of the groundwater and/or dewatering of the site and utilizing appropriate construction and excavation practices will be essential to the success of the project.

It is generally expected that the new utility will be backfilled with imported sand and gravel. Native soil is expected to be over-optimum moisture content and will contain elevated silt contents. The use of native soil for Structural Fill is generally discouraged.

Site Preparation and Earthwork

After removing asphalt and near-surface materials but prior to placement of any below-grade utilities, bedding material, or Structural Fill, the exposed subgrade should be observed by a GeoTest representative. The purpose of this effort is to identify possible loose or soft soil deposits prior to placing the sewer line. Where feasible, loose soils should be compacted to a firm and unyielding condition. Where compaction of subgrade soils is impractical, loose or otherwise disturbed soils should be overexcavated to firm soil. In areas where more than 1.5 feet of overexcavation occurs without encountering firm or unyielding subgrade conditions,

GeoTest recommends that the overexcavation be terminated and that either a "bridging" layer of 2- to 4-inch diameter quarry spalls be used in the base of the excavation, or a geotextile be placed in conjunction with new Structural Fill to provide a firm working surface. Overexcavated areas should generally be backfilled with compacted granular material placed in accordance with subsequent recommendations for Structural Fill once a firm working surface has been identified or established.

Structural Fill and Compaction

Structural Fill must be properly placed and compacted. In most cases, any non-organic, predominantly granular soil may be used for fill material provided the material is properly moisture conditioned prior to placement and compaction, and the specified degree of compaction is obtained. Material containing topsoil, wood, trash, organics, or construction debris is not suitable for reuse as Structural Fill and should be properly disposed of offsite or placed in nonstructural areas.

Soils containing more than approximately 5 percent fines are considered moisture sensitive and difficult to compact to a firm and unyielding condition when over optimum moisture content by more than approximately 2 percent. The optimum moisture content is that which allows the greatest dry density to be achieved at a given level of compaction effort.

Reuse of Onsite Soil

We do not recommend reuse of near-surface, native Alluvial deposits as Structural Fill materials due to their generally high "fines" content (that which passes the U.S. No. 200 sieve) and high moisture contents. The native, more granular, Alluvial deposits at depth are expected to be wet to saturated and, in our opinion, would be difficult to properly moisture condition these materials within the confines of what is expected to be a tight construction schedule. Structural Fill must meet gradational requirements within the plans and specifications prepared for this project by the Civil Engineer, be at or near optimum moisture content prior to placement, and must be able to be compacted to the required density.

Imported Structural Fill

The City of Mount Vernon road section standards will be applicable for the project and will require the sewer line trench be backfilled within imported granular fill conforming to the WSDOT Gravel Borrow specification (9-03.14(1)).

Due to wet weather or wet site conditions, soil moisture contents could be high enough that it may be very difficult to compact even "clean" imported select granular fill to a firm and unyielding condition. Soils with over-optimum moisture contents should be either scarified and dried back

to more suitable moisture contents during periods of dry weather or removed and replaced with fill soils at a more suitable range of moisture contents.

The owner may elect to import materials other than what is referenced within this report for use as Structural Fill. In this event, GeoTest recommends that imported materials be submitted for review prior to transporting them to the site. Knowledge about the source, fines content and/or composition of the proposed import materials may benefit the owner and allow them to make a more informed decision about the suitability of the materials in question.

Backfill and Compaction

Structural Fill should be placed in horizontal lifts. The Structural Fill should measure 8 to 10 inches in loose thickness and be thoroughly compacted. All Structural Fill placed under load bearing areas should be compacted to at least 95 percent of the maximum dry density, as determined using test method ASTM D1557. We recommend that compaction be tested after placement of each lift in the fill pad.

Asphalt Pavement Repair

Asphalt pavement removed due to construction activities should be replaced in accordance with City of Mount Vernon Standards. We understand that the pavement and road base sections will need to be replaced as represented on the Civil plans approved by the City of Mount Vernon.

Trenchline Excavation/Shoring

Actual construction trench configurations and maintenance of safe working conditions, including temporary excavation stability, shall be the responsibility of the contractor, who is able to monitor the construction activities and has direct control over the means and methods of construction. All applicable local, state, and federal safety codes should be followed. All open cuts should be monitored during and after excavation for any evidence of instability. If instability is detected, the contractor should flatten the side slopes or install temporary shoring.

Temporary excavations in excess of 4 ft should be shored or sloped in accordance with Safety Standards for Construction Work Part N, WAC 296-155-657.

Temporary unsupported excavations in the Alluvial deposits encountered onsite should be classified as a Type C soil according to WAC 296-155-657 and may be sloped as steep as 1.5H:1V (Horizontal: Vertical). All soils encountered are classified as Type C soil in the presence of groundwater seepage. Flatter slopes or temporary shoring may be required in areas where groundwater flow is present and unstable conditions develop.

Temporary slopes and excavations should be protected as soon as possible using appropriate methods to prevent erosion/undermining from occurring during periods of wet weather.

Utilities

It is important that utility trenches be properly backfilled and compacted to reduce the risk of cracking or localized loss of pavement support. The new sewer line trench excavation will occur within the identified Alluvial deposits, as described above. Trench backfill in improved areas (beneath pavements, etc.) should consist of Structural Fill as defined elsewhere in this report. Trench backfill should be placed and compacted in accordance with the report section Structural Fill and Compaction.

Surcharge loads on trench support systems due to construction equipment, stockpiled material, and vehicle traffic should be included in the design of any anticipated shoring system. The contractor should implement measures to prevent surface water runoff from entering trenches and excavations. In addition, vibration as a result of construction activities and traffic may cause caving of the trench walls.

Actual trench configurations are the responsibility of the contractor. All applicable local, state, and federal safety codes should be followed. All open cuts should be monitored by the contractor during excavation for any evidence of instability. If instability is detected, the contractor should flatten the side slopes or install temporary shoring. If groundwater or groundwater seepage is present, and the trench is not properly dewatered, the soil within the trench zone may be prone to caving, channeling, and running. Trench widths may be substantially wider than under dewatered conditions.

Utility Trench Base Support

There is a potential that a utility trench excavated below the groundwater table could experience a "quick" condition. A quick condition develops when the seepage pressure exceeds the resisting pressure. In this case, it would be the upwards vertical flow of water exceeding the unit weight of the soils at the bottom of the trench. The potential for a quick condition to develop is based on the hydraulic head difference between the water table level and the trench bottom and the unit weight of the surrounding soils.

If a quick condition does develop within utility trenches, it will be necessary to add quarry spall rock to the bottom of the trench during the excavation process. The quarry spall rock will add weight to the saturated sands and provide resistance against hydrostatic forces. If quick conditions develop in a lateral direction (i.e., running sand), mitigating the differential forces will be more difficult and will likely require that the water table be lowered to below the depth of the excavation. GeoTest is not currently aware of a specific construction plan that includes dewatering.

Dewatering Considerations

Based on our previous experience, groundwater elevations seasonally vary and can raise or lower several feet. Typically, groundwater elevations are highest in the late winter and early spring months, and lowest in late summer or early fall. Groundwater elevations vary with season, adjacent site land usage, and recent rainfall.

When feasible, GeoTest recommends that utility trenching occur during late summer or early fall, when the water table is at its lowest elevation. GeoTest is not aware of a specific dewatering plan for this project, but the observed groundwater elevation suggests that wet-season construction will be problematic based on the anticipated sewer elevation. If required, it is the Contractor's responsibility to provide a suitable dewatering plan based on the type and depth of the excavation, time of year of construction, and the groundwater elevation during construction.

Geotechnical Consultation and Construction Monitoring

GeoTest Services recommends that geotechnical construction monitoring services be provided. These services should include observation by geotechnical personnel during fill placement/compaction activities and subgrade preparation operations to verify that design subgrade conditions are obtained beneath the proposed utility/roadway improvements. We also recommend that periodic field density testing be performed to verify that the appropriate degree of compaction is obtained. The purpose of these services would be to observe compliance with the design concepts, specifications, and recommendations of this report, and in the event subsurface conditions differ from those anticipated before the start of construction, provide revised recommendations appropriate to the conditions revealed during construction. Construction monitoring and material testing services are supported by our fully accredited materials testing laboratory. GeoTest Services would be pleased to provide these services for you.

USE OF THIS REPORT

GeoTest has prepared this report for the exclusive use of Skagit County Parks and Recreation and their design consultants for specific application to the design of the proposed sewer replacement project located 501 Taylor Street in Mount Vernon, WA. Use of this report by others is at the user's sole risk. This report is not applicable to other site locations. Our services are conducted in accordance with accepted practices of the geotechnical engineering profession; no other warranty, express or implied, is made as to the professional advice included in this report.

Our site explorations document subsurface conditions at the dates and locations indicated. It is not warranted that these conditions are representative of conditions at other locations and times. The analyses, conclusions, and recommendations contained in this report are based on site conditions to the limited depth and time of our explorations, a geological reconnaissance of

the area, and a review of previously published USGS geological information for the site. If variations in subsurface conditions are encountered during construction that differ from those contained within this report, GeoTest should be allowed to review the recommendations and, if necessary, make revisions. If there is a substantial lapse of time between submission of this report and the start of construction, or if conditions change due to construction operations at or adjacent to the project site, we recommend that we review this report to determine the applicability of the conclusions and recommendations contained herein.

The earthwork contractor is responsible for performing work in conformance with all applicable WISHA/OSHA regulations. GeoTest Services, Inc. is not responsible for job site safety on this project, and this responsibility is specifically disclaimed.

Attachments:	Figure 1	Vicinity Map
	Figure 2	Site and Exploration Plan
	Figure 3	Soil Classification System and Key
	Figure 4	Test Pit Logs
	Figure 5	Hand Auger Boring Logs
	Figures 6 and 7	Grain Size Test Data
	Appendix A	Wildcat Dynamic Cone Logs
	Attachment	NW Agricultural Consultants Test Results
	Attachment	Report Limitations and Guidelines for its Use

REFERENCES

American Society for Testing and Materials (ASTM). *Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).* ASTM D2487 – 17e1.

American Society for Testing and Materials (ASTM). Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort. ASTM D1557 – 12e1.

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Mount Vernon Municipal Code, Chapter 15.40.070 (Geologic hazard area and hillside development standards.), City of Mount Vernon (Washington). Accessed via https://www.codepublishing.com/WA/MountVernon/html/MountVernon15/MountVernon1540.html, in February 2024.

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Map Referenced from ESRI Standard using QGIS 3.34.1-Prizren

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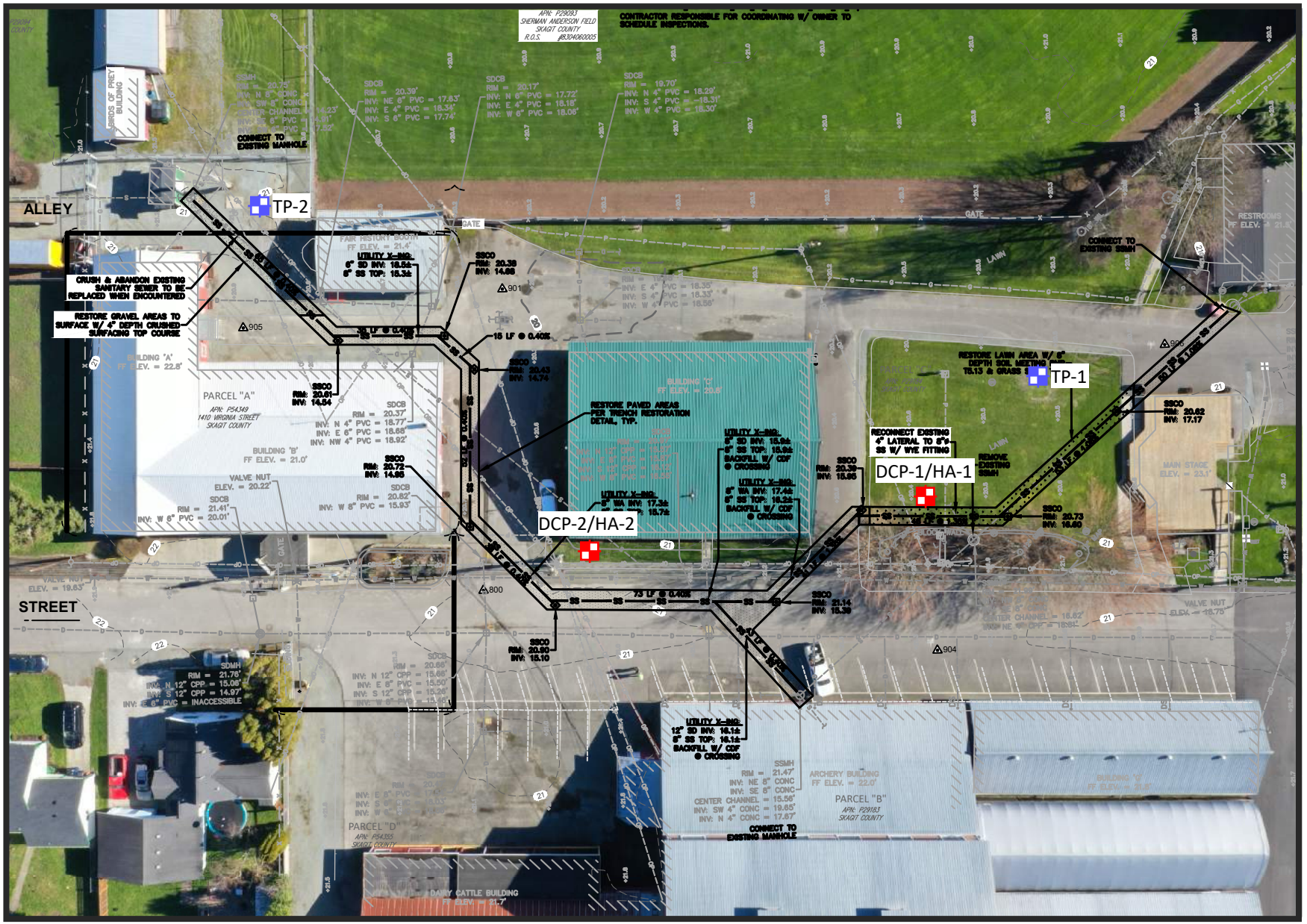
Date: 2-21-2024	By: JV	Scale: As Shown	Project
			24-0475

VICINITY MAP

SKAGIT COUNTY FAIRGROUNDS SEWER REPLACEMENT
501 TAYLOR STREET
MOUNT VERNON, WASHINGTON

Figure
1



MAP REFERENCE Preliminary Sewer Plan by Freeland & Associates dated 02-06-2024 overlaying overhead photo taken with Mavic II Pro drone on 02-16-2024

= Approximate Test Pit Location

= Approximate Dynamic Cone Penetrometer/Hand Auger Location

N

0 10 20 40 feet

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Date: 2-21-2024	By: JV	Scale: As Shown

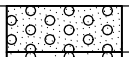
SITE AND EXPLORATION PLAN

SKAGIT COUNTY FAIRGROUNDS SEWER REPLACEMENT
501 TAYLOR STREET
MOUNT VERNON, WASHINGTON

Project **24-0475**

Figure **2**

Soil Classification System

MAJOR DIVISIONS			GRAPHIC SYMBOL	USCS LETTER SYMBOL	TYPICAL DESCRIPTIONS[1][2]
COARSE-GRAINED SOIL (More than 50% of material is larger than No. 200 sieve size)	GRAVEL AND GRAVELLY SOIL (More than 50% of coarse fraction retained on No. 4 sieve)	CLEAN GRAVEL (Little or no fines)		GW	Well-graded gravel; gravel/sand mixture(s); little or no fines
				GP	Poorly graded gravel; gravel/sand mixture(s); little or no fines
		GRAVEL WITH FINES (Appreciable amount of fines)		GM	Silty gravel; gravel/sand/silt mixture(s)
				GC	Clayey gravel; gravel/sand/clay mixture(s)
	SAND AND SANDY SOIL (More than 50% of coarse fraction passed through No. 4 sieve)	CLEAN SAND (Little or no fines)		SW	Well-graded sand; gravelly sand; little or no fines
				SP	Poorly graded sand; gravelly sand; little or no fines
		SAND WITH FINES (Appreciable amount of fines)		SM	Silty sand; sand/silt mixture(s)
				SC	Clayey sand; sand/clay mixture(s)
FINE-GRAINED SOIL (More than 50% of material is smaller than No. 200 sieve size)	SILT AND CLAY (Liquid limit less than 50)			ML	Inorganic silt and very fine sand; rock flour; silty or clayey fine sand or clayey silt with slight plasticity
				CL	Inorganic clay of low to medium plasticity; gravelly clay; sandy clay; silty clay; lean clay
				OL	Organic silt; organic, silty clay of low plasticity
	SILT AND CLAY (Liquid limit greater than 50)			MH	Inorganic silt; micaceous or diatomaceous fine sand
				CH	Inorganic clay of high plasticity; fat clay
				OH	Organic clay of medium to high plasticity; organic silt
	HIGHLY ORGANIC SOIL			PT	Peat; humus; swamp soil with high organic content

OTHER MATERIALS	GRAPHIC SYMBOL	LETTER SYMBOL	TYPICAL DESCRIPTIONS
PAVEMENT		AC or PC	Asphalt concrete pavement or Portland cement pavement
ROCK		RK	Rock (See Rock Classification)
WOOD		WD	Wood, lumber, wood chips
DEBRIS		DB	Construction debris, garbage

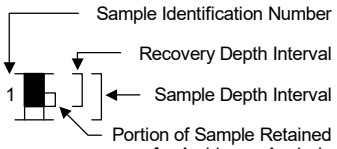
Notes: 1. Soil descriptions are based on the general approach presented in the *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)*, as outlined in ASTM D 2488. Where laboratory index testing has been conducted, soil classifications are based on the *Standard Test Method for Classification of Soils for Engineering Purposes*, as outlined in ASTM D 2487.

2. Soil description terminology is based on visual estimates (in the absence of laboratory test data) of the percentages of each soil type and is defined as follows:

Primary Constituent: > 50% - "GRAVEL," "SAND," "SILT," "CLAY," etc.
Secondary Constituents: > 30% and ≤ 50% - "very gravelly," "very sandy," "very silty," etc.
> 12% and ≤ 30% - "gravelly," "sandy," "silty," etc.
Additional Constituents: > 5% and ≤ 12% - "slightly gravelly," "slightly sandy," "slightly silty," etc.
≤ 5% - "trace gravel," "trace sand," "trace silt," etc., or not noted.

Drilling and Sampling Key

SAMPLE NUMBER & INTERVAL



SAMPLER TYPE

Code	Description
a	3.25-inch O.D., 2.42-inch I.D. Split Spoon
b	2.00-inch O.D., 1.50-inch I.D. Split Spoon
c	Shelby Tube
d	Grab Sample
e	Other - See text if applicable
1	300-lb Hammer, 30-inch Drop
2	140-lb Hammer, 30-inch Drop
3	Pushed
4	Other - See text if applicable

Groundwater

▽ ATD — Approximate water elevation at time of drilling (ATD) or on date noted. Groundwater levels can fluctuate due to precipitation, seasonal conditions, and other factors.

Field and Lab Test Data

Code	Description
PP = 1.0	Pocket Penetrometer, tsf
TV = 0.5	Torvane, tsf
PID = 100	Photoionization Detector VOC screening, ppm
W = 10	Moisture Content, %
D = 120	Dry Density, pcf
-200 = 60	Material smaller than No. 200 sieve, %
GS	Grain Size - See separate figure for data
AL	Atterberg Limits - See separate figure for data
GT	Other Geotechnical Testing
CA	Chemical Analysis

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Skagit County Fairgrounds
Sewer Replacement
501 Taylor Street
Mount Vernon, Washington

Soil Classification System and Key

Figure 3

TP-1

SAMPLE DATA				SOIL PROFILE			GROUNDWATER
Depth (ft)	Sample Number & Interval	Sampler Type	Test Data	Graphic Symbol	USCS Symbol	Excavation Method: Tracked Excavator Ground Elevation (ft): ~20.5 Excavated By: JV / JP	
0	1	d			ML	Stiff to very stiff, brown to tan, damp to moist, slightly gravelly, slightly sandy SILT with occasional organics, light orange mottling (Fill)	
	2	d				PP = 2.5 tsf	
2	3	d			ML		
					ML	Stiff to very stiff, brown to black, damp to moist, sandy SILT with occasional organics (Relict Topsoil)	
4	4	d	W = 34 GS		SM	Very stiff, gray-brown to brown, moist to wet, sandy SILT, light orange mottling (Weathered Alluvial Deposits)	▽ Slight groundwater seepage encountered at 4.0 ft.
						Medium dense to dense, gray-brown, wet, slightly silty SAND (Alluvial Deposits)	
6	5	d	W = 21 GS				
8						Test pit exploration terminated due to caving.	

Test Pit Completed 02/16/24
Total Depth of Test Pit = 7.0 ft.

TP-2

SAMPLE DATA				SOIL PROFILE			GROUNDWATER
Depth (ft)	Sample Number & Interval	Sampler Type	Test Data	Graphic Symbol	USCS Symbol	Excavation Method: Tracked Excavator Ground Elevation (ft): ~21.0 Excavated By: JV / JP	
0	6	d			GP	Dense to very dense, gray, damp, sandy GRAVEL (Road Base)	
					ML	Very stiff, gray-brown, damp, SILT, light orange mottling (Weathered Alluvial Deposits)	
2	7	d	W = 47 GS			PP = 2.5 tsf	
4	8	d				Geotest observed an increase in orange mottling below 4 feet.	
					SM	Dense, dark gray-brown, damp, very silty SAND (Alluvial Deposits)	
6	9	d	W = 34 GS				▽ Slight groundwater seepage encountered at 7.0 ft.
8	10	d				GeoTest observed an increase in moisture content and caving below 7 feet.	
						Test pit exploration terminated at planned depth.	

Test Pit Completed 02/16/24
Total Depth of Test Pit = 8.0 ft.

Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.
4. Approximate elevations obtained from client provided drawings.

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Skagit County Fairgrounds
Sewer Replacement
501 Taylor Street
Mount Vernon, Washington

Log of Test Pits

Figure
4

HA-1

SAMPLE DATA			SOIL PROFILE			GROUNDWATER
Depth (ft)	Sample Number & Interval	Sampler Type	Test Data	Graphic Symbol	USCS Symbol	Excavation Method: Hand Auger Ground Elevation (ft): ~20.4 Excavated By: JV / JP	
0	11	d			SM	Loose, dark brown, damp, silty SAND with numerous organics (Topsoil)	Groundwater not encountered.
1					ML	Soft to medium stiff, brown to gray-brown, damp to moist, slightly sandy SILT with occasional organics, light orange mottling (Weathered Alluvial Deposits)	
2	12	d	W = 46 GS				
3	13	d					
4							

Hand Auger Boring Completed 02/16/24
Total Depth of Hand Auger Boring = 3.5 ft.

Hand auger exploration terminated at planned depth.

HA-2

SAMPLE DATA			SOIL PROFILE			GROUNDWATER
Depth (ft)	Sample Number & Interval	Sampler Type	Test Data	Graphic Symbol	USCS Symbol	Excavation Method: Hand Auger Ground Elevation (ft): ~20.8 Excavated By: JV / JP	
0	14	d			GP	Medium dense, brown, damp, sandy GRAVEL (Road Base)	Groundwater not encountered.
1					ML	Medium stiff to very stiff, gray-brown, damp to moist, slightly sandy SILT with occasional organics, light orange mottling (Weathered Alluvial Deposits)	
2	15	d				GeoTest observed a decrease in relative density to soft below 2 feet.	
3	16	d	W = 40 GS			GeoTest observed a decrease in organic content and an increase in orange mottling below 3 feet.	
	17	d					
4							
5							

Hand Auger Boring Completed 02/16/24
Total Depth of Hand Auger Boring = 4.0 ft.

Hand auger exploration terminated at planned depth.

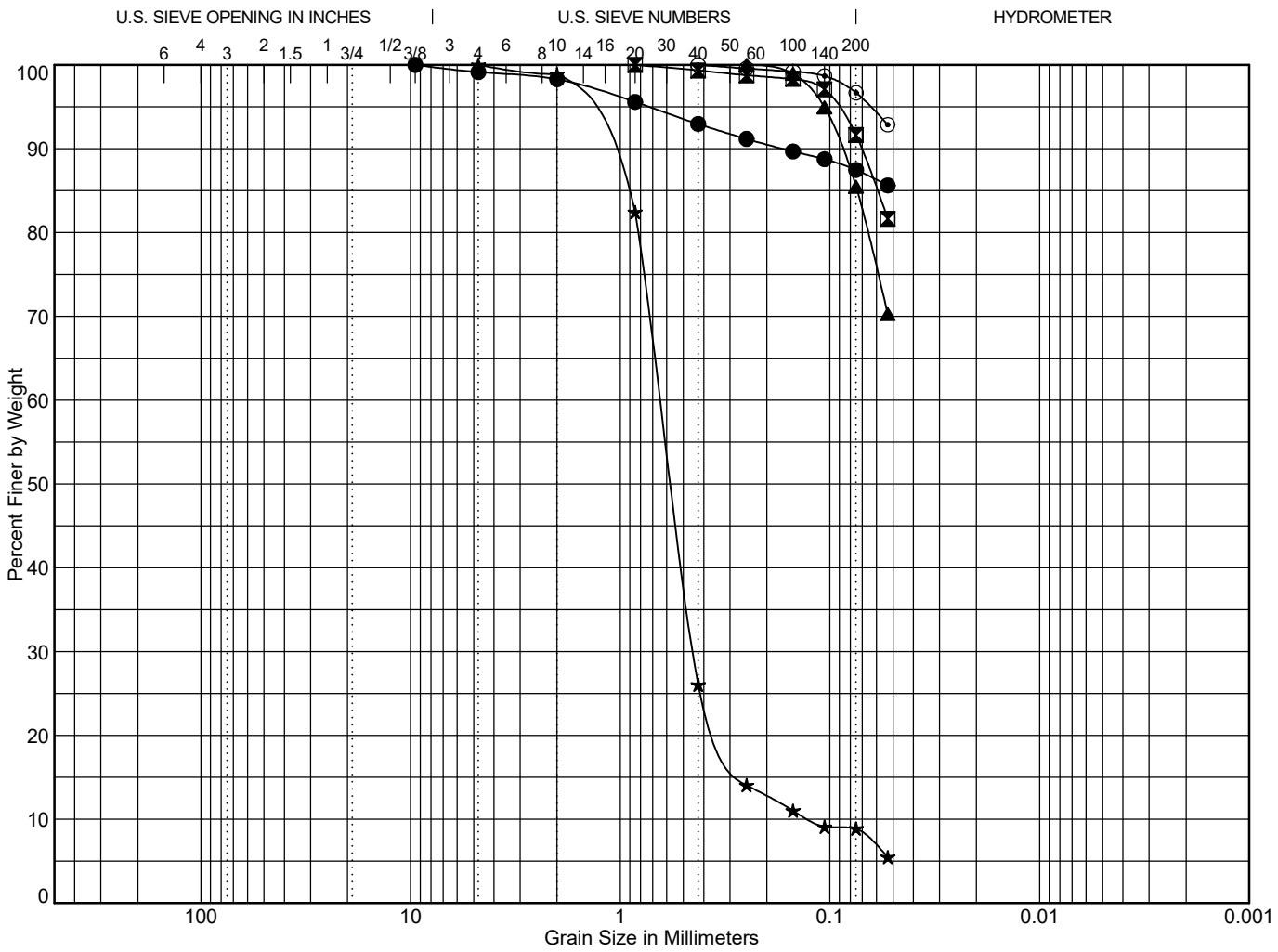
Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.
4. Approximate elevations obtained from client provided drawings.

GEOTEST
An RMA Company

Skagit County Fairgrounds
Sewer Replacement
501 Taylor Street
Mount Vernon, Washington

Log of Hand Auger Borings

Figure
5



Cobbles	Gravel		Sand			Silt or Clay
	coarse	fine	coarse	medium	fine	

Point		Depth	Classification	LL	PL	PI	C_c	C_u
●	HA-1	2.0	Slightly sandy SILT (ML)					
⊠	HA-2	3.0	Slightly sandy SILT (ML)					
▲	TP-1	4.0	Sandy SILT (ML)					
★	TP-1	6.0	Slightly silty SAND (SM)				2.47	5.16
⊙	TP-2	2.0	SILT (ML)					

Point		Depth	D_{90}	D_{60}	D_{50}	D_{30}	D_{10}	%Coarse Gravel	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines
●	HA-1	2.0	0.168					0.0	0.9	0.9	5.3	5.5	87.5
⊠	HA-2	3.0	0.071					0.0	0.0	0.0	0.7	7.7	91.6
▲	TP-1	4.0	0.089					0.0	0.0	0.0	0.0	14.5	85.5
★	TP-1	6.0	1.26	0.645	0.571	0.446	0.125	0.0	0.0	1.1	72.8	17.2	8.9
⊙	TP-2	2.0						0.0	0.0	0.0	0.0	3.3	96.7

$C_c = D_{30}^2/(D_{60} * D_{10})$
$C_u = D_{60}/D_{10}$

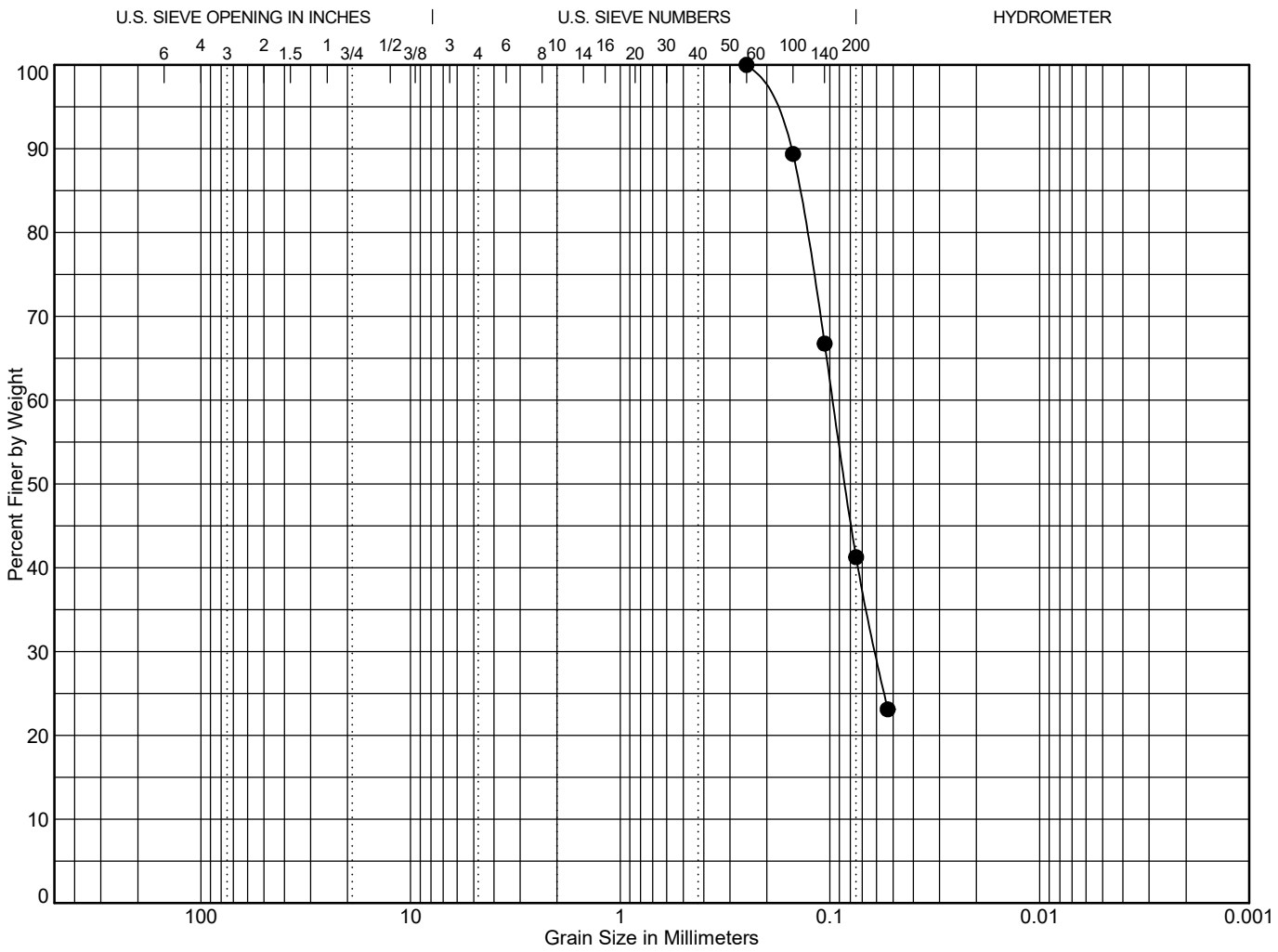
To be well graded: $1 < C_c < 3$ and $C_u > 4$ for GW or $C_u > 6$ for SW

GEOTEST
An RMA Company

Skagit County Fairgrounds
Sewer Replacement
501 Taylor Street
Mount Vernon, Washington

Grain Size Test Data

Figure
6



Cobbles	Gravel		Sand			Silt or Clay
	coarse	fine	coarse	medium	fine	

Point	Depth	Classification	LL	PL	PI	C_c	C_u
●	TP-2 6.0	Very silty SAND (SM)					

Point	Depth	D_{90}	D_{60}	D_{50}	D_{30}	D_{10}	%Coarse Gravel	% Fine Gravel	% Coarse Sand	% Medium Sand	% Fine Sand	% Fines
●	TP-2 6.0	0.155	0.097	0.084	0.06		0.0	0.0	0.0	0.0	58.7	41.3

$C_c = D_{30}^2/(D_{60} * D_{10})$

$C_u = D_{60}/D_{10}$

To be well graded: $1 < C_c < 3$ and $C_u > 4$ for GW or $C_u > 6$ for SW

GEOTEST

Skagit County Fairgrounds
Sewer Replacement
501 Taylor Street
Mount Vernon, Washington

Grain Size Test Data

Figure 7

Appendix A:

Wildcat Dynamic Cone Logs

GEOTEST
An RMA Company
Bellingham | Arlington | Oak Harbor | Tacoma
www.geotest-inc.com
1.888.251.5276

WILDCAT DYNAMIC CONE LOG

GeoTest Services, Inc.
741 Marine Drive
Bellingham, WA 98225

PROJECT NUMBER: 24-0475
DATE STARTED: 02-16-2024
DATE COMPLETED: 02-16-2024

HOLE #: DCP-1
CREW: JV/KC
PROJECT: Skagit County Fairgrounds Sewer Replacement
ADDRESS: 501 Taylor Street
LOCATION: Mount Vernon, WA

SURFACE ELEVATION: ~20.4 feet
WATER ON COMPLETION: Not Determined
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY SAND & SILT	CLAY
-	2	8.9	••	2	VERY LOOSE	SOFT
-	4	17.8	•••••	5	LOOSE	MEDIUM STIFF
- 1 ft	4	17.8	•••••	5	LOOSE	MEDIUM STIFF
-	4	17.8	•••••	5	LOOSE	MEDIUM STIFF
-	4	17.8	•••••	5	LOOSE	MEDIUM STIFF
- 2 ft	3	13.3	•••	3	VERY LOOSE	SOFT
-	3	13.3	•••	3	VERY LOOSE	SOFT
-	3	13.3	•••	3	VERY LOOSE	SOFT
- 3 ft	2	8.9	••	2	VERY LOOSE	SOFT
- 1 m	3	13.3	•••	3	VERY LOOSE	SOFT
-	4	15.4	••••	4	VERY LOOSE	SOFT
- 4 ft	8	30.9	••••••••	8	LOOSE	MEDIUM STIFF
-	10	38.6	••••••••••	11	MEDIUM DENSE	STIFF
-	12	46.3	••••••••••••	13	MEDIUM DENSE	STIFF
- 5 ft	13	50.2	••••••••••••••	14	MEDIUM DENSE	STIFF
-	12	46.3	••••••••••••	13	MEDIUM DENSE	STIFF
-	12	46.3	••••••••••••	13	MEDIUM DENSE	STIFF
- 6 ft	12	46.3	••••••••••••	13	MEDIUM DENSE	STIFF
-	19	73.3	••••••••••••••••••••	20	MEDIUM DENSE	VERY STIFF
- 2 m						
- 7 ft						
-						
-						
- 8 ft						
-						
-						
- 9 ft						
-						
-						
- 3 m 10 ft						
-						
-						
-						
- 11 ft						
-						
-						
- 12 ft						
-						
-						
- 4 m 13 ft						

WILDCAT DYNAMIC CONE LOG

GeoTest Services, Inc.
741 Marine Drive
Bellingham, WA 98225

PROJECT NUMBER: 24-0475
DATE STARTED: 02-16-2024
DATE COMPLETED: 02-16-2024

HOLE #: DCP-2
CREW: JV/KC
PROJECT: Skagit County Fairgrounds Sewer Replacement
ADDRESS: 501 Taylor Street
LOCATION: Mount Vernon, WA

SURFACE ELEVATION: ~20.8 feet
WATER ON COMPLETION: Not Determined
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY SAND & SILT	CLAY
-	3	13.3	•••	3	VERY LOOSE	SOFT
-	12	53.3	••••••••••••••	15	MEDIUM DENSE	STIFF
- 1 ft	17	75.5	••••••••••••••••••••	21	MEDIUM DENSE	VERY STIFF
-	12	53.3	••••••••••••••	15	MEDIUM DENSE	STIFF
-	5	22.2	••••••	6	LOOSE	MEDIUM STIFF
- 2 ft	2	8.9	••	2	VERY LOOSE	SOFT
-	2	8.9	••	2	VERY LOOSE	SOFT
-	2	8.9	••	2	VERY LOOSE	SOFT
- 3 ft	2	8.9	••	2	VERY LOOSE	SOFT
- 1 m	1	4.4	•	1	VERY LOOSE	VERY SOFT
-	2	7.7	••	2	VERY LOOSE	SOFT
- 4 ft	2	7.7	••	2	VERY LOOSE	SOFT
-	1	3.9	•	1	VERY LOOSE	VERY SOFT
-	2	7.7	••	2	VERY LOOSE	SOFT
- 5 ft	3	11.6	•••	3	VERY LOOSE	SOFT
-	8	30.9	••••••••	8	LOOSE	MEDIUM STIFF
-	6	23.2	••••••	6	LOOSE	MEDIUM STIFF
- 6 ft	11	42.5	••••••••••••	12	MEDIUM DENSE	STIFF
-	25	96.5	••••••••••••••••••••••••••	-	MEDIUM DENSE	VERY STIFF
- 2 m	20	77.2	••••••••••••••••••••	22	MEDIUM DENSE	VERY STIFF
- 7 ft	15	51.3	••••••••••••••	14	MEDIUM DENSE	STIFF
-						
-						
- 8 ft						
-						
-						
- 9 ft						
-						
-						
- 3 m 10 ft						
-						
-						
-						
- 11 ft						
-						
-						
- 12 ft						
-						
-						
- 4 m 13 ft						

REPORT LIMITATIONS AND GUIDELINES FOR ITS USE[1]

Subsurface issues may cause construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help:

Geotechnical Services are Performed for Specific Purposes, Persons, and Projects

At GeoTest our geotechnical engineers and geologists structure their services to meet specific needs of our clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of an owner, a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client. No one except you should rely on your geotechnical engineer who prepared it. And no one – not even you – should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report is Based on a Unique Set of Project-Specific Factors

GeoTest's geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the clients goals, objectives, and risk management preferences; the general nature of the structure involved its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless GeoTest, who conducted the study specifically states otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

1Information in this document is based upon material developed by ASFE, Professional Firms Practicing in the Geosciences(asfe.org)

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed, for example, from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed construction,
- alterations in drainage designs; or
- composition of the design team; the passage of time; man-made alterations and construction whether on or adjacent to the site; or by natural alterations and events, such as floods, earthquakes or groundwater fluctuations; or project ownership.

Always inform GeoTest's geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.

Subsurface Conditions Can Change

This geotechnical or geologic report is based on conditions that existed at the time the study was performed. Do not rely on the findings and conclusions of this report, whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact GeoTest before applying the report to determine if it is still relevant. A minor amount of additional testing or analysis will help determine if the report remains applicable.

Most Geotechnical and Geologic Findings are Professional Opinions

Our site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. GeoTest's engineers and geologists review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ – sometimes significantly – from those indicated in your report. Retaining GeoTest who developed this report to provide construction observation is the most effective method of managing the risks associated with anticipated or unanticipated conditions.

1Information in this document is based upon material developed by ASFE, Professional Firms Practicing in the Geosciences(asfe.org)

A Report's Recommendations are Not Final

Do not over-rely on the construction recommendations included in this report. Those recommendations are not final, because geotechnical engineers or geologists develop them principally from judgment and opinion. GeoTest's geotechnical engineers or geologists can finalize their recommendations only by observing actual subsurface conditions revealed during construction. GeoTest cannot assume responsibility or liability for the report's recommendations if our firm does not perform the construction observation.

A Geotechnical Engineering or Geologic Report may be Subject to Misinterpretation

Misinterpretation of this report by other design team members can result in costly problems. Lower that risk by having GeoTest confer with appropriate members of the design team after submitting the report. Also, we suggest retaining GeoTest to review pertinent elements of the design teams plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having GeoTest participate in pre-bid and preconstruction conferences, and by providing construction observation.

Do not Redraw the Exploration Logs

Our geotechnical engineers and geologists prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors of omissions, the logs included in this report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable; but recognizes that separating logs from the report can elevate risk.

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In that letter, consider advising the contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with GeoTest and/or to conduct additional study to obtain the specific types of information they need or prefer. A pre-bid conference can also be valuable. Be sure contractors have sufficient time to perform additional study. Only then might you be in a position to give contractors the best information available, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

1Information in this document is based upon material developed by ASFE, Professional Firms Practicing in the Geosciences(asfe.org)

In addition, it is recommended that a contingency for unanticipated conditions be included in your project budget and schedule.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering or geology is far less exact than other engineering disciplines. This lack of understanding can create unrealistic expectations that can lead to disappointments, claims, and disputes. To help reduce risk, GeoTest includes an explanatory limitations section in our reports. Read these provisions closely. Ask questions and we encourage our clients or their representative to contact our office if you are unclear as to how these provisions apply to your project.

Environmental Concerns Are Not Covered in this Geotechnical or Geologic Report

The equipment, techniques, and personnel used to perform an environmental study differ significantly from those used to perform a geotechnical or geologic study. For that reason, a geotechnical engineering or geologic report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated containments, etc. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. Do not rely on environmental report prepared for some one else.

Obtain Professional Assistance to Deal with Biological Pollutants

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts biological pollutants from growing on indoor surfaces. Biological pollutants includes but is not limited to molds, fungi, spores, bacteria and viruses. To be effective, all such strategies should be devised for the express purpose of prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional biological pollutant prevention consultant. Because just a small amount of water or moisture can lead to the development of severe biological infestations, a number of prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of this study, the geotechnical engineer or geologist in charge of this project is not a biological pollutant prevention consultant; none of the services preformed in connection with this geotechnical engineering or geological study were designed or conducted for the purpose of preventing biological infestations.

1Information in this document is based upon material developed by ASFE, Professional Firms Practicing in the Geosciences(asfe.org)

DEVELOPMENT SERVICES
910 Cleveland Avenue
Mount Vernon, WA 98273
(360) 336-6214 -- Office
PermitTech@mountvernonwa.gov

FILL & GRADE PERMIT

PERMIT #: ENGR26-0070

FLOODPLAIN DESIGNATION: AO, Depth 2

ISSUE DATE: 04/09/2026

PARCEL #: P29085

PERMIT EXPIRATION: 07/05/2026

SITE ADDRESS: 1410 VIRGINIA STREET

OWNER:

SKAGIT COUNTY
1800 CONTINENTAL PL
MOUNT VERNON, WA 98273
360-853-3482

CONTRACTOR:

CONTRACTOR LICENSE #:

THIS PERMIT AUTHORIZES THE BELOW DESCRIBED WORK:

Maintain and repair existing paving at Fairgrounds.

CONDITIONS AND COMMENTS APPLICABLE TO THIS PERMIT:

1. Erosion and Sediment control BMP's shall be in place and inspected prior to commencing any construction activity.
2. Work may not begin until a licensed and bonded contractor is assigned to the permit.

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

By signing this permit I certify I will do all of my own work or use only registered and licensed contractors to do work performed under the permit resulting from this application. I understand that Labor & Industries provides information regarding contractor registration laws (RCW 18.27.110).

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

1. I am responsible for having all utilities located prior to construction activities commencing.
2. Compliance with all applicable laws is the responsibility of the contractor and property owner completing the work authorizedwith this permit.
3. The City is not responsible for, and does not authorize work required to comply with Federal, State, County or other local laws, permits or mandates that the City does not have jurisdiction over.

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

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

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

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

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

04/09/2026

Alan Danforth, Date
Development Review Engineer

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

FILL & GRADE PERMIT INSPECTION RECORD

ISSUE DATE: 04/09/2026	**PERMIT TYPE:** Fill & Grade Permit	**PERMIT #:** ENGR26-0070

THIS PERMIT AUTHORIZES THE BELOW DESCRIBED WORK:

Maintain and repair existing paving at Fairgrounds.

INSPECTIONS REQUIRED FOR THIS PERMIT

INSPECTION	STAFF	DATE	COMMENTS
1. JOB START			
2. EROSION CONTROL			
3. UTILITY TRENCH - STORM SEWER			
4. STORMWATER STRUCTURES			
5. ASPHALT RESTORATION			
6. ASBUILTS SUBMITTED TO ENGINEERING			
7. FINAL INSPECTION - ENGINEERING			