

**PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY /
PORT OF WARDEN
INTERLOCAL UTILITY RELOCATION AGREEMENT**

As provided under RCW 39.34, this INTERLOCAL AGREEMENT (“this Agreement”) is made March, 27, 2025 (the “Effective Date”), between PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, a Washington public utility district (“PUD”), and GRANT COUNTY PORT DISTRICT NO. 8, a Washington port district (the “Port of Warden”) [individually a “Party” and collectively “the Parties”].

RECITALS

WHEREAS, the Port of Warden is relocating, reconfiguring, improving and modernizing the rail interchange in Connell, Washington at which the Columbia Basin Railroad connects with the Burlington Northern Santa Fe Railway (the “BNSF”) mainline as more specifically depicted on the Connell Interchange Track Plan and Profile attached hereto as Exhibit “A” (the “Interchange Project”); and

WHEREAS, the Port of Warden is entitled to receive certain grant funds (the “Grant”) from the Washington State Department of Transportation (“WSDOT”) in connection with the Interchange Project pursuant to that certain Grant Agreement by and between the Port of Warden and WSDOT, signed April 25, 2024 (the “Grant Agreement”), a copy of which is attached hereto as Exhibit “B;” and

WHEREAS, the Interchange Project includes replacing existing PUD utilities that conflict with the Interchange Project identified in the Utility Conflict Matrix, dated August 16, 2024 (Exhibit “C”), as Conflict No. 11 (overhead electric distribution) and Conflict No. 15 (overhead electric distribution) (the “Relocation Work”); and

WHEREAS, the conflicting PUD utilities are located within BNSF right-of-ways and are subject to license agreements between the BNSF and PUD under which the BNSF may require PUD to relocate such utilities at PUD’s expense; and

WHEREAS, a portion of the Grant is earmarked to cover the expense of the Relocation Work; and

WHEREAS, PUD is willing to perform the Relocation Work and the Port of Warden is willing to reimburse PUD for the costs of performing the Relocation Work from the Grant on the terms set forth herein; **NOW THEREFORE**

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the mutual terms, covenants, agreements and conditions hereinafter set forth and other good and valuable consideration, the Parties agree as follows:

1. Scope of Work. The Relocation Work consist of:
 - (a) Design and Construction Engineering as detailed in the Scope of Work attached hereto as Exhibit "D;" and
 - (b) The Relocation Work shall be accomplished by PUD using PUD's regularly employed personnel in accordance with RCW 54.04.070 . PUD shall pay employed personnel prevailing wages or in accordance with the Northwest Line Chapter NECA/IBEW Local 77 Collective Bargaining Agreement if such rate exceeds the rate required by the Department of Labor and Industries for all labor used in the Relocation Work in accordance with Chapter 39.12 RCW as required by the Grant Agreement. The term of the agreement will begin on the Effective Date and shall terminate when the Relocation Work is completed and approved by the Port of Warden.
2. Approval of Cost.
 - 2.1 Prior to initiating any of the Relocation Work, PUD shall provide the Port of Warden, for submission to and approval by WSDOT under the Grant Agreement, a proposed schedule and cost estimate for each item of work to be performed in the Relocation Work. The schedule shall be arranged in such a manner as to form a basis for comparison with Progress Billings (as defined in Section 4.1, below) for work performed. In the event of a change in the method or time for performance of any work (which must have prior written approval of the Port of Warden as described herein), PUD shall update the schedule subject to Port of Warden and WSDOT approval, to reflect the changed circumstances.
 - 2.2 PUD shall not authorize or otherwise approve any adjustments to the price or cost of the Relocation Work, any changes or amendments to the Relocation Work, any changes to the scope of the Relocation Work, or any cost overruns over and above the cost estimate

described in Section 2.1, above, without the prior written approval of the Port of Warden which approval shall not be unreasonably withheld.

2.3 In the event PUD is notified or otherwise learns of conditions or circumstances encountered during the Relocation Work which will or are likely to result in cost overruns over and above the cost set forth in the cost estimate described in Section 2.1, above, PUD shall notify the Port of Warden, in writing, of such conditions or circumstances within three (3) days of the date PUD is notified or otherwise learns of such conditions and circumstances.

3. Compliance with Terms of Grant Agreement. The Parties acknowledge the costs of the Relocation Work are to be paid by the Grant. PUD shall administer and conduct the Relocation Work in full accordance with the terms of the Grant Agreement so that the costs of the Relocation Work are eligible to be paid from the Grant. PUD shall provide to the Port of Warden all drawings, plans, specifications, schedules, records, documents, plans and other information requested or required by WSDOT in accordance with the Grant Agreement.

4. Payment.

4.1 PUD shall submit to the Port of Warden monthly invoices detailing work completed, a status report for the Relocation Work together with supporting documentation for all costs so invoiced (a "Progress Billing"). The Port of Warden shall expeditiously submit the Progress Billing to WSDOT for payment from the Grant under the terms of the Grant Agreement. PUD shall provide the Port of Warden with any supplemental information or documents requested by WSDOT during WSDOT's review and approval of such Progress Billing. Within ten (10) days of the Port of Warden's receipt of WSDOT's payment of the Progress Billing, the Port of Warden shall remit such payment to PUD.

4.2 In the event a Progress Billing, or any portion thereof, is rejected by or not paid by WSDOT from the Grant due to PUD's failure to administer and conduct the Relocation Work in accordance with the terms of the Grant Agreement or in accordance with "BNSF Approval" (as described in Section 5, below), without fault of the Port of Warden, PUD shall not be entitled to be paid for such Progress Billing or portion thereof; provided that, the Parties shall, at all times, exercise their best efforts to correct any such failure and to qualify such Progress Billing or portion thereof for payment under the Grant Agreement.

5. BNSF Approval. A portion of the Relocation Work is to be conducted in the BNSF's right-of-way. PUD shall obtain all necessary consents and approvals for the Relocation Work from the BNSF and shall fully comply with the terms, covenants and conditions of such consents and approvals.

6. WSDOT Oversight. PUD shall permit WSDOT to place an engineer, project manager and/or other inspection personnel on the site of the Relocation Work to monitor the progress and completion of the Relocation Work and/or to monitor adherence to the Grant Agreement.

7. Assignment. The Parties shall not assign or in any manner transfer either in whole or in part this Agreement or any right or privilege granted to it hereunder.

8. Notices.

8.1 Any notice, consent or other communication under this Agreement is effective only if it is in writing, signed by or on behalf of the person giving it; and is addressed to the person to whom it is to be given and delivered personally or by courier or sent by prepaid U.S. certified mail, return receipt requested, to that Party's address listed below.

8.2 A notice, consent or other communication that complies with the foregoing is regarded as given and received:

- a on the date delivered; or
- b if it is sent by mail two (2) business days following proper mailing.

8.3 Each Party's mailing address and contact information is set out below, or as either Party hereafter notifies the other Party:

PUD: Franklin PUD
Attn: David Montelongo _____
Post Office Box 2407
Pasco, WA 99302
(509) 542-5371
DMontelongo@franklinpud.com

Port of Warden: Port of Warden
Attn: Pat Millard
Post Office Box 841
Warden, WA 98857
(509) 349-2480

port.of.warden@gmail.com

9. Amendments. All modifications or waivers of any covenants, agreements and conditions of this Agreement and any amendments hereof shall only be effective if in writing and executed by the Parties.

10. No Waiver. The waiver by either Party of the performance of any covenant, condition or promise, including the time for performance thereof on the part of the other Party, shall not invalidate this Agreement, nor shall it be considered to waive the full and timely performance of any other covenant, condition or promise contained herein. The exercise of any remedy provided by law or by this Agreement shall not exclude any other remedy, unless it is expressly excluded herein.

11. Legal Relationships. The Parties execute the same solely as a vendor and a vendee, unless otherwise specifically provided herein. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the Parties hereto shall be joint and several if entered into by more than one person on behalf of such Party, and a default by any one or more of such persons shall be deemed a default on the part of the Party with whom said person or persons are identified. Unless otherwise specifically provided herein, no third party is intended to be benefited by this Agreement.

12. Applicable Law/ Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any laws or statutes governing the subject matter hereof, such laws or statutes only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the Franklin County, Washington,

13. Construction.

13.1 Captions and the organization of paragraphs in this Agreement are for convenience only and shall not be used in construing meaning or interpretation. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for or against any Party hereto, and without implying a presumption that the terms

of this Agreement shall be more strictly construed against one Party by the reason of the Rule of Construction that a document is to be construed more strictly against the person or such person's representatives who drafted the same. In the case of this Agreement, the Parties or their representatives have participated in the preparation of this Agreement.

13.2 In the event this Agreement is in conflict with the provisions of any laws, statutes or regulations governing the subject matter hereof, such laws, statutes or regulations only to the extent of such conflict shall be controlling and this Agreement shall be deemed to be modified or amended to be in conformity therewith.

14. Facsimile/Electronic Signatures. This Agreement may be transmitted between the Parties by facsimile or electronic means and for all purposes of this Agreement, faxed or electronic signatures constitute original signatures of this Agreement and all documents, agreements or instruments ancillary hereto containing the signatures (original, faxed or electronic) of all the Parties (whether in one or multiple counterparts) is binding on the Parties.

15. Time of Performance. Time is of the essence of each and every covenant, condition and agreement of this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this Agreement, supersedes all of their previous understandings and agreements, written and oral, with respect to the subject matter hereof. Neither PUD nor the Port of Warden shall be liable to the other for any representations made by any person concerning regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this instrument the day and year first above written.

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY**

Victor Fuentes

By:  _____
Its: Victor Fuentes, Interim General Manager

**GRANT COUNTY PORT DISTRICT
NO. 8**


By: _____
Pat Millard, Manager

PARTIES

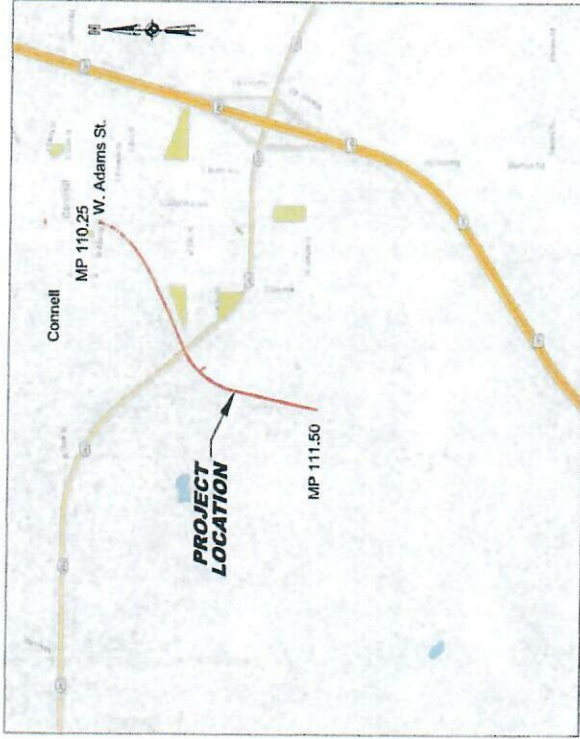
Exhibit "A"
(Interchange Project)



PRIVILEGED AND CONFIDENTIAL

NORTHWEST DIVISION

CONNELL INTERCHANGE TRACK



VICINITY MAP
NOT TO SCALE

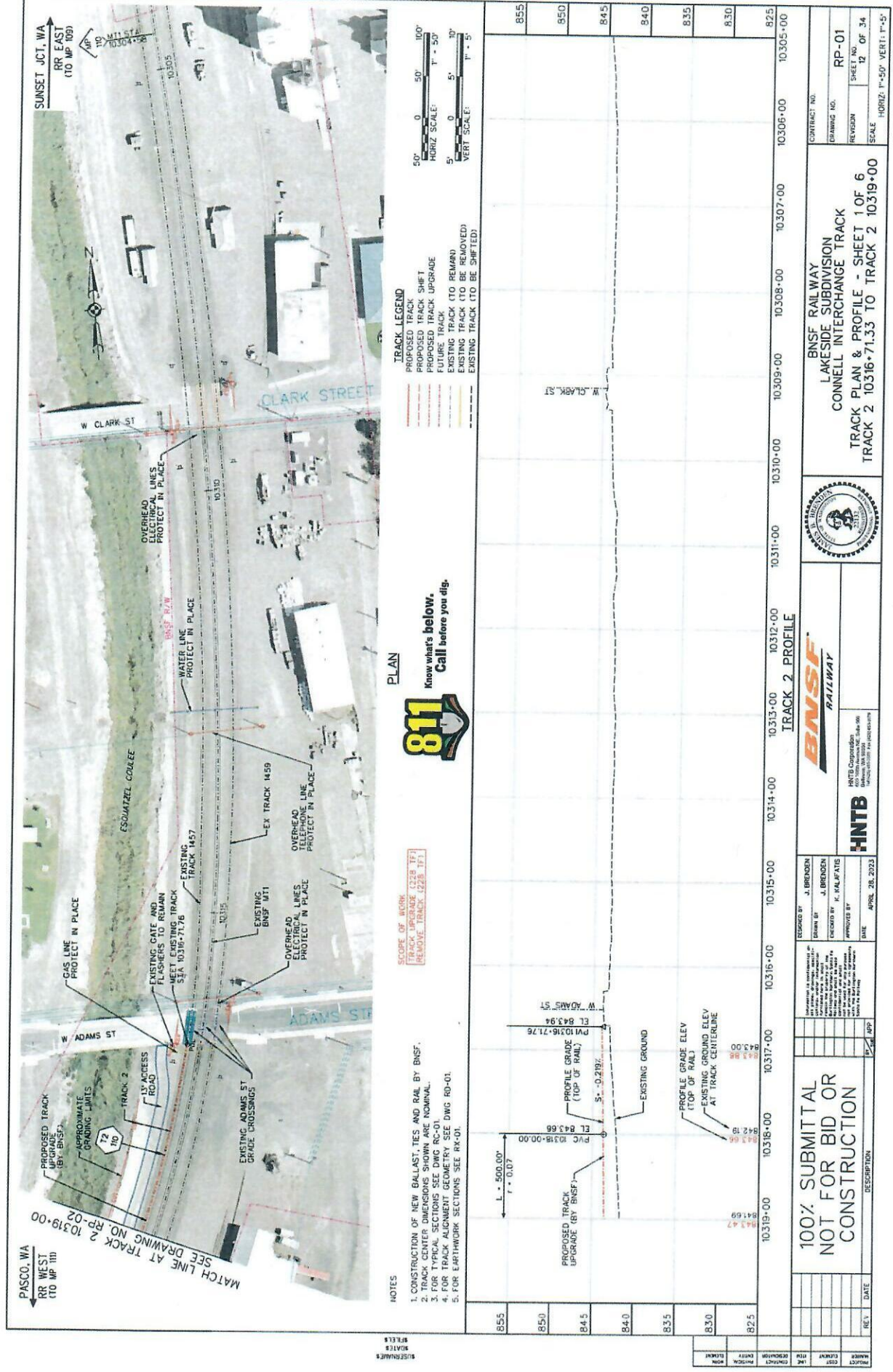
BNSF LAKESIDE SUBDIVISION
LINE SEGMENT 46
MP 110.25 TO MP 111.50



100% SUBMITTAL
NOT FOR BID OR
CONSTRUCTION

DATE: APRIL 28, 2023

HNTB
HNTB Corporation
600 108th Avenue NE, Suite 900
Edmonton, AB T6A 0J4
Tel (425) 425-1655 Fax (425) 425-9179



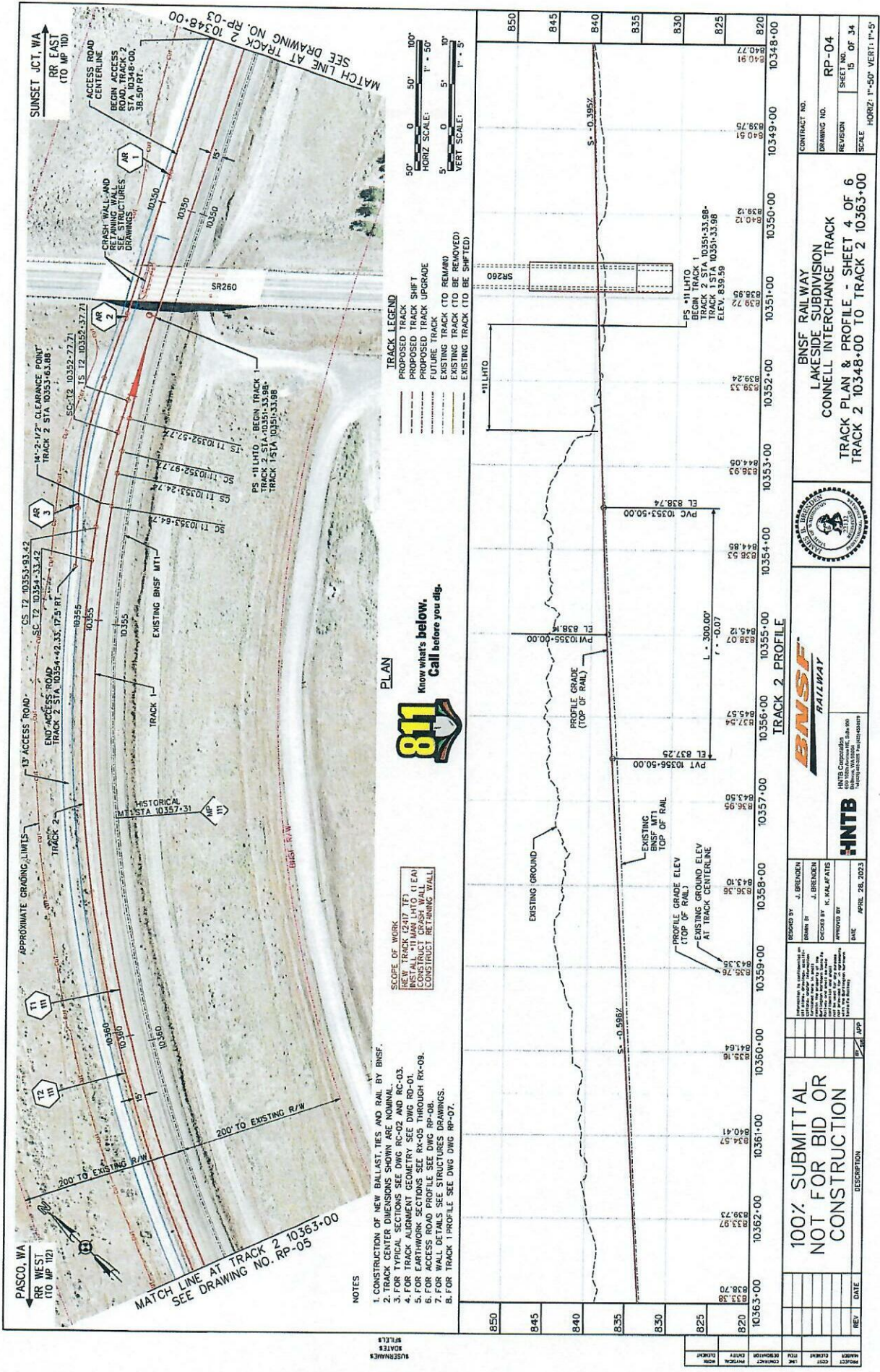


EXHIBIT "B"
(Grant Agreement)



GRANT AGREEMENT	ORGANIZATION
MAXIMUM AMOUNT AUTHORIZED \$18,503,000	Grant County Port District No. 8(the "Port of Warden") PO Box 841 Warden, WA 98857
AGREEMENT NUMBER GCB 3928	DESCRIPTION OF WORK The Connell Rail Interchange located in the city of Connell is a congested interchange and needs improvements. This project will resolve a pinch point in the regional rail network.

This AGREEMENT is between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "STATE", and the Port of Warden hereinafter referred to as the "GRANTEE," collectively referred to as the "PARTIES" and individually the "PARTY".

WHEREAS, in Engrossed Substitute House Bill 2134, Chapter 472, Laws of 2023 (pv), Section 308 (1) the Washington State Legislature provided appropriations for projects in the LEAP Transportation Document 2024-2 as developed March 6, 2024;

WHEREAS, the "Connell Rail Interchange" (the "PROJECT") is included in the LEAP transportation document and is authorized STATE funds for the expenditure of up to \$18,553,000 (Eighteen Million Five Hundred Fifty-Three Thousand Dollars);

WHEREAS, in chapters 47.06A, 47.66 and 47.76 RCW the Washington State Legislature has determined that freight rail systems are important elements of the STATE's multimodal transportation system and permits the STATE to provide financial assistance to cities, counties, ports, and railroads for the purposes of acquiring, rebuilding, rehabilitating, or improving rail lines necessary to maintain use of the essential rail service; and

NOW THEREFORE, pursuant to the above recitals that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in this AGREEMENT, or attached hereto and by this reference made a part of this AGREEMENT, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1 SCOPE OF WORK

1.1 EXHIBIT A, which is attached hereto and by this reference made a part of this AGREEMENT, defines the Scope of Work for the PROJECT.

1.2 Plans, specifications, and cost estimates shall be prepared by the GRANTEE in accordance with the current American Railway Engineering and Maintenance-of-Way Association (AREMA) standards and any other standards applicable to the specific railroad involved with the project and the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The GRANTEE will incorporate the plans and specifications into the GRANTEE's PROJECT and thereafter advertise the resulting PROJECT for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the PROJECT is of a size which the GRANTEE is authorized to perform with its own forces under the laws of the State of Washington, the GRANTEE may proceed with its own forces.

1.3 All work performed under this AGREEMENT shall comply with applicable provisions of federal, state, and local laws and regulations.

SECTION 2 PAYMENT TO GRANTEE

- 2.1 The STATE agrees to grant to the GRANTEE monies to accomplish the PROJECT detailed in EXHIBIT A.
- 2.2 Prior to initiating any work for performance hereunder, the GRANTEE shall provide the STATE with the proposed schedule for each item of work to be performed. The schedule shall be arranged in such a manner as to form a basis for comparison with progress billings for work performed. In the event of a change in the method or time for performance of any work, the GRANTEE shall update the schedule, subject to the STATE's approval, to reflect the changed circumstances.
- 2.3 The STATE agrees to reimburse the GRANTEE up to a maximum amount of \$18,503,000 (Eighteen Million Five Hundred Three Thousand Dollars) for the actual direct and related indirect costs expensed by the GRANTEE in the course of completing the PROJECT required under this AGREEMENT. The MAXIMUM AMOUNT AUTHORIZED excludes the STATE's costs of \$50,000 (Fifty Thousand Dollars) to administer this AGREEMENT.
- 2.4 It is understood that the actual PROJECT costs under this AGREEMENT are based on preliminary estimates and that if unforeseen circumstances cause the PROJECT costs to exceed the PROJECT estimate, the GRANTEE shall complete the PROJECT and assume the entire cost overrun without any increase of the STATE's maximum GRANT commitment made herein.
- 2.5 Any costs expensed by the GRANTEE prior to the execution of this AGREEMENT will be borne by the GRANTEE and will not be eligible for reimbursement from the STATE.
- 2.6 The GRANTEE shall comply with all provisions of the most recent version of 48 CFR § 31 (Contract Cost Principles and Procedures) or as subsequently amended, regarding accounting conventions.
- 2.7 The GRANTEE shall provide the STATE with documentation confirming local matching share amounts have been secured and used for the PROJECT.
- 2.8 The GRANTEE shall submit monthly invoices detailing work completed and a PROJECT status report. The STATE shall make periodic payments to the GRANTEE for costs expensed under this AGREEMENT. Supporting documentation for all costs being invoiced shall be submitted with the invoice each month. Failure to provide supporting documentation will render the cost ineligible for reimbursement. Payment by the STATE shall not relieve the GRANTEE of any obligation to make good any defective work or material upon PROJECT completion.
- 2.9 At the time the final PROJECT invoice is submitted, the GRANTEE shall provide the STATE with a written statement confirming it is in compliance with the terms of the AGREEMENT. The STATE will provide an example of this written statement upon request.
- 2.10 The GRANTEE shall receive reimbursement for the actual cost of items identified in EXHIBIT A, less net salvage value of any material being replaced in carrying out the PROJECT construction. Labor, materials, and/or other PROJECT costs supplied by the GRANTEE will only be reimbursed at actual cost without markup to the STATE or profit.
- 2.11 Any materials salvaged under this PROJECT will be stockpiled, inventoried, and sold with the proceeds credited to the PROJECT. Documentation shall include the amount of materials salvaged, the amount actually sold, and amount received which will be credited back to the PROJECT on the final submitted invoice.
- 2.12 Reimbursement for GRANTEE rented or leased equipment, if any, will be based on actual cost as supported by original receipts. Reimbursement for GRANTEE owned equipment shall be based on rates per 23 CFR § 140.910(a) (Equipment) and approved FRA reference sources.
- 2.13 Reimbursement for overhead costs will not be allowed unless specified in this AGREEMENT.

2.14 Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this AGREEMENT unless specifically preapproved in writing by the STATE. If preapproved, the GRANTEE shall comply with the rules and regulations regarding travel costs that are contained in EXHIBIT B, attached hereto and by this reference made a part of this AGREEMENT. Billing for non-salary cost, directly identifiable with the PROJECT, if any, shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data submitted by the GRANTEE with each invoice. All above charges must be essential to the work conducted under this AGREEMENT. Crew travel time between normal workstation and jobsites will not be considered travel under this restriction.

2.15 Per chapter 39.12 RCW, no payment can be made without the approved Intent to Pay Prevailing Wage being submitted to the STATE prior to payment. The online access address for the Prevailing Wage for Public Works Contracts is contained in EXHIBIT C, attached hereto and by this reference made a part of this AGREEMENT.

2.16 Most of Washington state is covered under the Industrial Fire Precautions Levels (IFPL) system which, by law, is managed by the Department of Natural Resources (DNR). In some cases, jurisdiction is transferred to the United States Forest Service or to the local fire authority. It is the GRANTEE's responsibility to be familiar with the IFPL requirements and to verify whether or not IFPL applies. The online access address for the Industrial Fire Precautions Levels is contained in EXHIBIT C, attached hereto and by this reference made a part of this AGREEMENT.

2.17 If the STATE, at its sole discretion, determines that the PROJECT is not progressing in a satisfactory manner, the STATE may refuse monies for reimbursement to the GRANTEE for parts or all of the work performed to date.

2.18 If the PROJECT is not completed by June 30, 2027, the GRANTEE and STATE agree that the entire expense for the completion of the PROJECT will be borne solely by the GRANTEE. The GRANTEE shall then also be automatically in default and will be obligated to reimburse the STATE for the full amount of GRANT funds already paid to the GRANTEE. Any required repayment shall be due within thirty (30) calendar days after receipt of an invoice from the STATE.

2.19 Per chapter 43.88 RCW, any invoices for work performed between July 1 and June 30 of any given year must be submitted to the STATE no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the GRANTEE is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by the STATE for work performed by the GRANTEE prior to July 1 must be submitted to the STATE no later than July 19th of the same year in order for the STATE to accrue the amount necessary for payment. The GRANTEE will thereafter submit any remaining invoices to the STATE for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. The STATE shall not be required to pay to the GRANTEE late payment fees, interest, or incidental costs expensed by the GRANTEE or any other costs related to a delayed payment if the GRANTEE fails to comply with the invoice requirements of this Section.

2.20 The payment by the STATE for any work completed shall not relieve the GRANTEE of any obligation to make good any defective work or material.

2.21 It is agreed that any STATE payment, pursuant to any GRANTEE payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments, if any, will be made at the time of STATE's final payment. In the event that the STATE and/or their representatives conducts an audit, and that audit indicates an overpayment of moneys granted to the GRANTEE, the GRANTEE agrees to refund the overpayment to the STATE within thirty (30) calendar days after being billed therefore.

SECTION 3 TERM

3.1 This AGREEMENT shall become effective upon the date the last party signs the AGREEMENT. The AGREEMENT shall continue in full force for the useful life of the equipment and materials installed with STATE funds. The PARTIES expect for the useful life for the scope of work to be ten (10) years. Accordingly, this AGREEMENT shall continue in full force and effect for ten (10) years after the physical completion of the work to be performed for this PROJECT unless terminated sooner in accordance with SECTION 16 of this AGREEMENT.

SECTION 4 CONTINGENT INTEREST

- 4.1 Should the PROJECT be funded out of the Essential Rail Assistance Account, the GRANTEE agrees that the STATE shall retain a Contingent Interest in a form consistent with chapter 47.76.250 (10) RCW in the PROJECT's capital improvements and the equipment purchased with the funds from this AGREEMENT as described in EXHIBIT A, which binds the GRANTEE, and its successor(s), to continue and maintain the PROJECT in an operating condition that is viable for use in rail line.
- 4.2 For projects outside the STATE's right of way, the STATE shall maintain its Contingent Interest for ten (10) years following the PROJECT's completion. During this time, the GRANTEE shall not (a) use the rail line, property or equipment purchased with funds from this AGREEMENT as collateral, (b) remove track, or associated elements for salvage, or (c) use the PROJECT capital improvements or equipment in any manner subordinating the STATE's Contingent Interests without obtaining prior written approval from the STATE.
- 4.3 State funded project improvements constructed on STATE right-of-way are owned by the STATE.
- 4.4 The requirement that the PROJECT capital improvements and equipment be maintained for rail service shall also be required of all subsequent purchasers, persons, or entities acquiring all, or a material portion of, the line upon which the PROJECT is constructed. The GRANTEE shall be obligated to include in any contract of sale or other dispositional agreement for all, or any portion of, the PROJECT provisions sufficient to perpetuate the STATE's Contingent Interest to the PROJECT capital improvements and equipment upon the consummation of any such conveyance.
- 4.5 The GRANTEE shall make appropriate entries upon its financial statements and its books and records disclosing the STATE's Contingent Interests under this Section.

SECTION 5 EMPLOYMENT AND INSPECTION OF WORK

- 5.1 The GRANTEE shall employ all persons or contractors necessary to perform the PROJECT work and agrees to be responsible for the management, control, operation, construction, maintenance, and repairs that are essential to this PROJECT. The STATE may place an Engineer, Project Manager, and/or other inspection personnel on the work site during the term of this AGREEMENT to monitor progress of the PROJECT and/or to monitor adherence to the required provisions of this AGREEMENT. The GRANTEE shall make the site accessible to STATE inspection personnel. This may include providing transportation to remote, inaccessible work sites, at the expense of the GRANTEE.
- 5.2 The STATE will inspect progress at the work site, as it deems appropriate. In the event that the GRANTEE subcontracts to obtain material, equipment, and/or any work necessary to complete any PROJECT related track work, the GRANTEE will be responsible for certifying that all track work is in compliance with Federal Railroad Administration Track Standards.
- 5.3 Upon completion of the PROJECT, a joint inspection shall be made by the authorized representatives of each of the PARTIES to determine that the work has been completed within the terms of this AGREEMENT.

SECTION 6 RESERVED

SECTION 7 RESERVED

SECTION 8 USE AND MAINTENANCE OF PROJECT CAPITAL IMPROVEMENTS PURCHASED WITH FUNDS FROM THIS AGREEMENT

8.1 The GRANTEE agrees that PROJECT materials shall be used solely for the PROJECT activity for the duration of its useful life. Should the GRANTEE unreasonably delay or fail to use PROJECT materials during its useful life, the GRANTEE understands that the STATE may require the return of the entire amount of STATE assistance expended on the materials.

8.2 The GRANTEE will give timely notice and receive prior written approval from the STATE for any proposal to use PROJECT materials in a manner substantially different than set forth in this AGREEMENT.

8.3 The GRANTEE shall make all necessary repairs and reasonably maintain the capital improvements purchased with the funds from this AGREEMENT so long as the STATE retains rights as specified in SECTION 4 - CONTINGENT INTERESTS. The costs of service, materials, and repairs in connection with the use and operation of the PROJECT shall be at the GRANTEE's expense.

8.4 Throughout the Contingent Interest term defined in Section 4 of this AGREEMENT the GRANTEE shall maintain and keep the equipment identified in Exhibit EXHIBIT A in good order, condition and repair, ordinary wear and tear excepted, utilizing the same standard of care as it does with similar equipment owned or lease by the GRANTEE.

SECTION 9 MAINTENANCE OF RECORDS AND AUDIT REQUIREMENTS

9.1 During the progress of the work, and for a period of not less than six (6) years from the date of final payment by the STATE to the GRANTEE, records and accounts of the GRANTEE are to be kept available for inspection and audit by representatives of the STATE.

9.2 Copies of records shall be furnished to the STATE upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR § 31. All costs must be supported by actual invoices and canceled checks. The GRANTEE agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this AGREEMENT.

9.3 The records to be maintained by the GRANTEE shall include, but are not limited to, the following:

9.3.1 Records that identify the sources and applications of funds for this AGREEMENT and contain information pertaining to outlays;

9.3.2 Supporting source documents;

9.3.3 All documentation underlying the preparation of the financial reports;

9.3.4 Any other records which are required following notification of an amendment to the State of Washington or federal regulations which takes effect during the period in which costs are allowable; and

9.3.5 Any other records necessary to disclose fully the amount and disposition of the funds provided to the GRANTEE under this AGREEMENT and charged to the PROJECT, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was given or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the GRANTEE's responsibilities and all payments and charges under this AGREEMENT.

9.4 In the event that any litigation, claim or audit is initiated prior to the expiration of said six (6) year period, the records shall be retained until such litigation, claim, or audit involving the records is complete.

SECTION 10 QUALITY ASSESSMENTS

10.1 The GRANTEE's project management may be subject to periodic assessments by the STATE for quality assurance purposes. If requested, the GRANTEE shall provide the necessary staffing to attend assessment interviews, accommodate STATE personnel during field visits, and make available for the STATE to review, requested examples of documentation that supports its quality management activities.

SECTION 11 FINAL REPORT AND FINAL INSPECTION

11.1 Within ninety (90) days following the completion of the PROJECT and submission of the final billing for the PROJECT, a final report and/or final inspection shall be submitted to the Director, Rail, Freight and Ports containing the following information:

11.1.1 Non-Capital Projects

11.1.1.1 A description of the project or program.

11.1.1.2 A summary of actual costs of the project or program.

11.1.1.3 An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

11.1.2 Capital Projects

11.1.2.1 A final inspection is required by the STATE for acceptance.

SECTION 12 LEGAL RELATIONS

12.1 No liability shall attach to the GRANTEE or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

SECTION 13 LAWS TO BE OBSERVED

13.1 General Compliance. The GRANTEE shall comply with all applicable federal, state, and local laws, rules, regulations, and orders pertaining to the PROJECT, and to the extent applicable, 48 CFR Part 31 (Contract Cost Principles and Procedures) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). If any action or inaction by the GRANTEE results in a fine, penalty, cost, or charge being imposed or assessed on or against the GRANTEE and/or the STATE, the GRANTEE shall assume and bear any such fine, penalty, cost, or charges. In the event the STATE, for any reason, is required to pay the same, the GRANTEE, upon demand, shall promptly reimburse, indemnify, and hold harmless the STATE for or on account of such fine, penalty, cost or charge and shall also pay all expenses and attorney's fees expensed in defending any action that may be brought against the STATE on account thereof. The GRANTEE shall, in the event of any such action and upon notice thereof from the STATE, defend any such action(s) free of cost, charge and expense to the STATE.

13.2 Permits and Compliance with land use and environmental laws. The GRANTEE shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this AGREEMENT.

13.3 Compliance with Social Laws. During the term of the AGREEMENT, the GRANTEE and its contractors, subcontractors, and lessees shall comply with all applicable STATE and FEDERAL workmen's compensation, employer's liability and safety and other similar laws applicable to the GRANTEE.

13.4 Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the GRANTEE or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification.

13.5 Nondiscrimination.

13.5.1 Nondiscrimination Requirement. During the term of this AGREEMENT, The GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of the nondiscrimination requirement to any labor organizations with which the GRANTEE, or subcontractor, has a collective bargaining or other agreement.

13.5.2 Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with a Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by the AGREEMENT pursuant to RCW 49.60.530(3).

13.5.3 Default. Notwithstanding any provision to the contrary, the STATE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by the AGREEMENT, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the STATE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the STATE may terminate this AGREEMENT in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

13.5.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of AGREEMENT termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under chapter 49.60 RCW. WSDOT shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe the STATE for default under this provision.

SECTION 14 REPRESENTATIONS, WARRANTIES, AND COVENANTS

14.1 The following representations and warranties by the PARTIES hereto shall be considered conditions precedent to the effectiveness of this AGREEMENT.

14.2 The GRANTEE represents and warrants the following:

14.2.1 That it is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington;

14.2.2 That the monies the GRANTEE will derive through this AGREEMENT will be used solely for the PROJECT as defined in this AGREEMENT;

14.2.3 That it has the full power and authority to enter into this AGREEMENT, and to carry out the obligations, which it has hereby undertaken;

14.2.4 That all corporate and other proceedings required to be taken by or on the part of the GRANTEE to authorize its entrance into this AGREEMENT, have been or will be duly taken;

14.2.5 That execution of this AGREEMENT and the performance of the improvement hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;

14.2.6 That the GRANTEE has not employed or retained any company or person to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to terminate this AGREEMENT without liability;

14.2.7 That the GRANTEE shall not engage on a full, part-time, or other basis, during the period of the AGREEMENT, any professional or technical personnel, to work on this AGREEMENT, who are, or have been, at any time during the period of the AGREEMENT in the employ of the STATE without written consent of the employer of such person; and

14.2.8 That the GRANTEE shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the STATE nor will the GRANTEE rent or purchase any equipment or materials from any employee or officer of the STATE.

SECTION 15 FORCE MAJEURE

15.1 It is further understood and agreed that neither the GRANTEE nor the STATE, as the applicable case may be, shall be required to keep this AGREEMENT in effect during any period(s) it is prevented from doing so by governmental action, war, strikes, riots, terrorism, pandemic, or civil commotion, or if the rail facilities or any portion thereof is made unserviceable by Acts of God including, but not limited to, floods, high water, or other damage by the elements.

SECTION 16 TERMINATION

16.1 Convenience – The STATE may terminate this AGREEMENT in whole, or in part, upon thirty (30) calendar days written notice whenever:

16.1.1 The requisite grant funding becomes unavailable through failure of appropriation or otherwise; and/or

16.1.2 The STATE determines that such termination is in the best interests of the STATE.

16.2 If the STATE terminates under Section 16.1, then the STATE shall reimburse GRANTEE for any expenses and costs eligible hereunder prior to receipt of such notice of termination.

16.3 Fault – Should either the STATE or the GRANTEE substantially fail to perform their obligations under this AGREEMENT, and continue in such default for a period of sixty (60) calendar days, the PARTY not in default shall have the right at its option, after first giving thirty (30) calendar days written notice thereof by certified mail to the PARTY in default, and to terminate this AGREEMENT. Should either the STATE or GRANTEE fail to exercise any right or remedy during the sixty (60) calendar days in which the other PARTY is in default, such failure shall not subsequently be deemed a waiver of, or preclude the exercise of that or any other right or remedy hereunder. The termination of this AGREEMENT shall not impair any other rights of the terminating PARTY under this AGREEMENT or any rights of action against the defaulting PARTY for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the GRANTEE shall be deemed to include, but shall not be limited to, any action of the GRANTEE that jeopardizes its ability to perform pursuant to this AGREEMENT.

16.4 Default – In the event that either party commits a material breach of its obligations under this AGREEMENT and fails to cure that breach within sixty (60) days after receiving written notice thereof, the other party may terminate this AGREEMENT immediately upon written notice to the party in breach.

SECTION 17 INDEMNIFICATION

17.1 The GRANTEE shall indemnify and hold the STATE and all its officers and employees harmless from, and shall process and defend at its own expense all claims, demands, or suits at law or equity arising out of this AGREEMENT caused by the performance or failure to perform by the GRANTEE, its agents, employees and/or its subcontractors of any and all duties prescribed by, or incidental to its performance under, this AGREEMENT; provided that nothing herein shall require the GRANTEE to indemnify or hold the STATE harmless against claims, demands, or suits based solely upon the negligent conduct of the STATE, its officers or employees; and provided further that if the claims, demands or suit is caused by or results from the concurrent negligence of (a) the GRANTEE's agents or employees and (b) the STATE's agents or employees, and involves those actions covered by chapter 4.24.115 RCW, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the GRANTEE's negligence or the negligence of the GRANTEE's agents or employees.

17.2 The GRANTEE agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction and/or maintenance for the PROJECT. For this purpose, the GRANTEE, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3 This indemnification and waiver shall survive the termination of this AGREEMENT for all claims, demands, or suits at law or equity arising out of this AGREEMENT during its term.

SECTION 18 ASSIGNMENT AND SUCCESSION

18.1 The GRANTEE shall not assign or in any manner transfer either in whole or in part this AGREEMENT or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies, to include but not limited to any parent or subsidiary company or corporation of GRANTEE, to share in any such rights or privileges without the prior written consent of the STATE except as otherwise herein provided. Nothing in this AGREEMENT shall be construed to permit any other railway company or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

SECTION 19 INDEPENDENT CAPACITY

19.1 The employees or agents of each PARTY who are engaged in the performance of this AGREEMENT shall continue to be employees or agents of that PARTY and shall not be considered for any purpose to be employees or agents of the other PARTY.

SECTION 20 NOTICES

20.1 Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be delivered personally to the respective PARTY set forth below, or if mailed, sent by certified United States mail, postage prepaid and return receipt required, to the respective PARTIES at the addresses set forth below, or to such other addresses as the PARTIES may from time to time advise by written notice to the other PARTY. The date of personal delivery or of execution of the return receipt in the case of delivery by certified U.S. mail, of any such notice, demand, request, or submission shall be presumed to be the date of delivery.

NOTICES IN THE CASE OF THE GRANTEE:

Pat Millard
Port of Warden
PO Box 841
Warden, WA 98857

20.2 Should the above Registered Agent become unavailable, the GRANTEE consents to allowing the legal notices to be sent to the Secretary of State of the State of Washington.

NOTICES IN THE CASE OF THE STATE:

Jason Biggs, PE
Director
WSDOT Rail, Freight, and Ports Division
310 Maple Park Avenue SE, Room 3D3
Olympia, WA 98501-2348

SECTION 21 INTERPRETATION

21.1 This AGREEMENT shall be construed liberally so as to secure to each PARTY hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This AGREEMENT, and each and every provision hereof, is for the exclusive benefit of the PARTIES hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the PARTIES hereto.

21.2 If any covenant or provision, or part thereof, of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

21.3 All remedies provided in the AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

21.4 Any forbearance of the PARTIES in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of that or any other right or remedy hereunder.

21.5 Each PARTY hereby agrees to immediately notify the other PARTY of any change in conditions or any other event, which may significantly affect the TERM of this AGREEMENT or the PARTY's ability to perform the PROJECT in accordance with the provisions of this AGREEMENT.

SECTION 22 SUBCONTRACTING

22.1 It is understood that the GRANTEE may choose to subcontract all or portions of the work. The GRANTEE must obtain the STATE's advanced written approval of all subcontractors it shall employ on the PROJECT.

22.2 No contract between the GRANTEE and its contractors and/or their subcontractors, and/or material suppliers shall create any obligation or liability of the STATE with regard to this AGREEMENT without the STATE's specific written consent to such obligation or liability notwithstanding any concurrence with, or approval of, the award, solicitation, execution, or performance of any contract or subcontract. The GRANTEE hereby agrees to include the provisions of this AGREEMENT in all contracts entered into by the GRANTEE for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

SECTION 23 SAFETY AND LIABILITIES

23.1 Safety. The GRANTEE shall do all things necessary and proper for the safe operation of the PROJECT and shall comply with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.

23.2 Personal Liability of Public Officers. No officer or employee of the STATE shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of the STATE.

23.3 Responsibility for Damage. The STATE, Transportation Commission, Secretary of Transportation, and all officers and employees of the STATE including, but not limited to, those of the Department of Transportation shall not be responsible in any manner for: any loss or damage to the work or any part thereof; any loss of material or damage to any of the materials or other things used or employed in the performance of the work; any injury to or death of any persons, either workers or the public, or for damage to the public for any cause due to the intentional acts or negligence of the GRANTEE or its workers, or anyone employed by it.

SECTION 24 NO WAIVER OF STATE'S RIGHTS

24.1 The STATE shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the AGREEMENT. Neither the granting of an extension of time, nor acceptance of and/or payment for, the whole or any part of the work by the STATE shall bar the STATE from seeking recovery of damages or any money wrongfully or erroneously paid to the GRANTEE. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

SECTION 25 VENUE

25.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the state of Washington, situated in Thurston County. The PARTIES also agree that each PARTY shall be responsible for its own attorney's fees and other legal costs.

SECTION 26 DISPUTE RESOLUTION

26.1 In the event that a dispute arises under this AGREEMENT, which cannot be resolved between the PARTIES, the dispute shall be settled in the following manner:

26.1.1 Designated representatives from each party agree to meet in good faith to resolve the dispute to the mutual satisfaction of both PARTIES. If after thirty (30) days a resolution is not reached, then;

26.1.2 Each PARTY to this AGREEMENT shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member who is not employed by or affiliated in any way with the two PARTIES to this AGREEMENT. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The PARTIES agree to each be responsible for its own costs and further agree to equally share the cost of the third member of the dispute board.

26.1.3 The GRANTEE and STATE agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

26.2 The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this AGREEMENT:

Port of Warden
Pat Millard
Port Manager
P.O. Box 841
Warden, WA 98857

WSDOT Rail, Freight and Ports Division
Capital Programs Manager
PO Box 47407
310 Maple Park Ave. SE, Room 3D3
Olympia, Wash. 98501-2348

26.3 In the event the Designated Representatives are unable to resolve the dispute within ten (10) business days, the following individuals, or their designee, shall confer and resolve the dispute:

Port of Warden
Pat Millard
Port Manager
P.O. Box 841
Warden, WA 98857

WSDOT Rail, Freight and Ports Division
Operations and Capital Program Manager
PO Box 47407
310 Maple Park Ave. SE, Room 3D3
Olympia, Wash. 98501-2348

SECTION 27 COMPLETE AGREEMENT

27.1 This document and referenced attachments contain all of the covenants, stipulations and provisions agreed upon by the PARTIES. No agents, or representative of either PARTY has authority to make, and the PARTIES shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the PARTIES as an amendment to this AGREEMENT prior to beginning or continuing any work to be covered by the amendment.

SECTION 28 EXECUTION OF ACCEPTANCE

28.1 The PARTIES adopt all statements, representations, warranties, covenants, and EXHIBITS to this AGREEMENT.

SECTION 29 AMENDMENT

29.1 Either PARTY may request changes in these provisions. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto prior to beginning or continuing any work to be covered by the amendment.

SECTION 30 COUNTERPARTS

30.1 This AGREEMENT may be executed in two counterparts, each of which shall be deemed to be an original having identical legal effect.

30.2 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date signed last by the PARTIES below.

STATE OF WASHINGTON
Department of Transportation

By: 
Jason Biggs, PE
Director
WSDOT Rail, Freight, and Ports Division

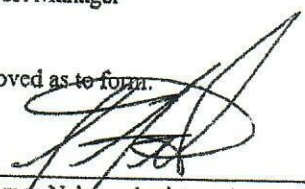
Date: 4/25/2024

Port of Warden

By: 
Pat Millard
Port Manager

Date: 4-18-2024

Approved as to form.

By: 
James Nelson, Assistant Attorney General
State of Washington

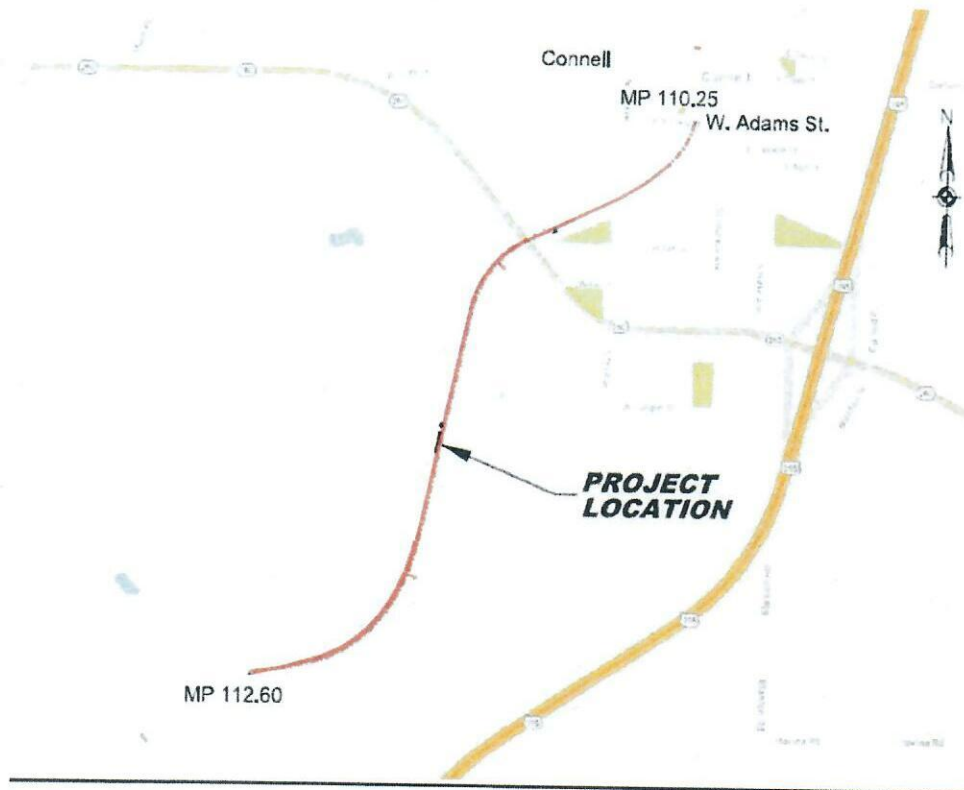
Date: 24 APRIL 2024

Any modification, change or revision to this AGREEMENT requires the further approval as to form by the Office of the Attorney General.

EXHIBIT A
Scope of Work
Containing
PROJECT DESCRIPTION
SCHEDULE

PROJECT DESCRIPTION

The Connell Rail Interchange located in the city of Connell is a congested interchange and needs improvements. This project will construct earthwork, walls, an access road, place approximately 10,000 feet of track with two turnouts, and accommodate existing utilities in the vicinity of Connell, WA



SCHEDULE

100% plans, specifications & estimate:	September 2024
Construction Notice to Proceed:	October 2024
Construction Operationally Complete:	June 2027

EXHIBIT B
TRAVEL RULES AND PROCEDURES

Appendix 23.74 Local Programs Quick Reference Travel Guide

Meals

Must be in travel status during the entire department determined meal period

Same Day Travel

- Traveler must be in travel status for 11 hours
- Meals will be reimbursed at the rate in effect for the location of the traveler's last temporary duty station of the day
- Meals will be reported as taxable income to the traveler

Overnight Travel

- Meals will be reimbursed at the rate in effect for the area where the traveler stops for sleep. The rate for the last day of travel (return day) is the rate for the location where the traveler last stopped for sleep.
- Meals are not reported as taxable income

Meal Periods

- Breakfast: the hour and a half immediately prior to the start of the regularly scheduled shift
- Lunch: the time the employee normally eats or, if eating times vary, halfway through the regularly scheduled shift
- Dinner: the hour and a half immediately following the end of the regularly scheduled shift

Note: Meal periods on scheduled day off and flex day is the same as the predominant work schedule for the week or pay period. For example, an employee works 4-9's and 1-4 hour schedule. Meal periods on day off and the 4 hour day are based on the 9 hour shift.

Per Diem Rates

Washington State Per Diem Map¹

Continental USA Per Diem Rates²

¹ www.ofm.wa.gov/resources/travel.asp

² www.gsa.gov/portal/content/104877

Lodging

- Eligible when the temporary duty station is more than fifty miles (most direct route) from the traveler's official residence and official station (50 mile rule)
- Limited to the basic government room rate plus any applicable sales taxes and/or hotel taxes
- Lodging tips or gratuities will not be reimbursed
- Travelers are reimbursed actual cost, as evidenced by receipt, for a single basic room up to the maximum lodging rate (state government room rate. See per Diem rate links pg. 1).

Exceptions-50 Mile Rule

- Approvers may approve exception to the fifty mile rule in the following situations:
- When the amount of time between the close of business on the first day and the start of business on the second is 11 hours or less (based on 3 hours personal time and 8 hours of sleep)
- When health and safety of the traveler is of concern. This requires written approval attached to the Travel Expense Voucher

Exceptions-150% Rule

- Requires written pre-approval
- Approvers may approve exception to the 150% rule in the following situations:
- The costs in the area have escalated for a brief period of time during special events or disasters
- Accommodations are not available at or below the maximum lodging amount, and the savings achieved from occupying less expensive lodging at a more distant site are consumed by an increase in transportation and other costs. Note a cost analysis must accompany this condition
- The traveler attends a meeting, conference, convention, or training session where the traveler is expected to have business interaction with other participants in addition to scheduled events. Further, it is anticipated that maximum benefit will be achieved by authorizing the traveler to stay at the lodging facility where the meeting, conference, convention, or training session is held

150% Rule Calculation for Lodging Meals + Lodging= Total Per Diem x 1.5= 150% Amount for lodging

Transportation

Privately Owned Vehicle (POV)

- Use of POV for personal reasons is reimbursable at the elective POV rate.
- The traveler's private insurance policy provides primary liability coverage when using POV for business travel -- Proof of insurance must be maintained for POVs used for state business
- Transporting unauthorized passengers in a POV is considered a personal decision. The State of Washington assumes NO responsibility for such unauthorized passengers under any circumstances

Common Non-Reimbursable Travel Costs

- Alcoholic Beverages
- Cost of the daily commute between the traveler's regular place of work, permanent duty station (or telework site) and home. This includes travel to work on day off.
- Tolls associated with the use of high occupancy toll (HOT) lanes
- Parking tickets or moving violations
- Meal costs incurred at the traveler's official duty station or official residence
- Meal costs when the traveler does not incur expenses for meals because they are furnished. This excludes continental breakfasts and airline meals.
- Lodging expenses incurred at a lodging facility located at either the traveler's official duty station or official residence.
- Lodging incurred at a lodging facility or temporary duty station located within 50 miles of either the official residence or official station.
- Lodging expenses when a traveler stays at a non-commercial lodging facility such as a private/family residence or state provided facility.
- Lodging expenses for family members accompanying the traveler
- Valet Services
- Entertainment expenses
- Out of pocket charges for vehicle service calls due to the negligence of the traveler
- Personal trip insurance
- Personal telephone calls
- Taxi fares, motor vehicle rental, and other transportation costs to or from places of entertainment and other non-state business.
- Any tips or gratuities associated with personal expenses.

EXHIBIT C

PREVAILING WAGE FOR PUBLIC WORKS CONTRACTS

Please review the Department of Labor and Industries Website for periodic updates to these rates.

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates>

INDUSTRIAL FIRE PRECAUTION LEVELS

Fire suppression equipment shall be required at each work location, and the GRANTEE shall monitor the Industrial Fire Precaution Level at the following link.

<https://www.dnr.wa.gov/ifpl>

EXHIBIT "C"
(Utility Conflict Matrix)

EXHIBIT "D"

(20250123 Relocation **Scope of Work**)

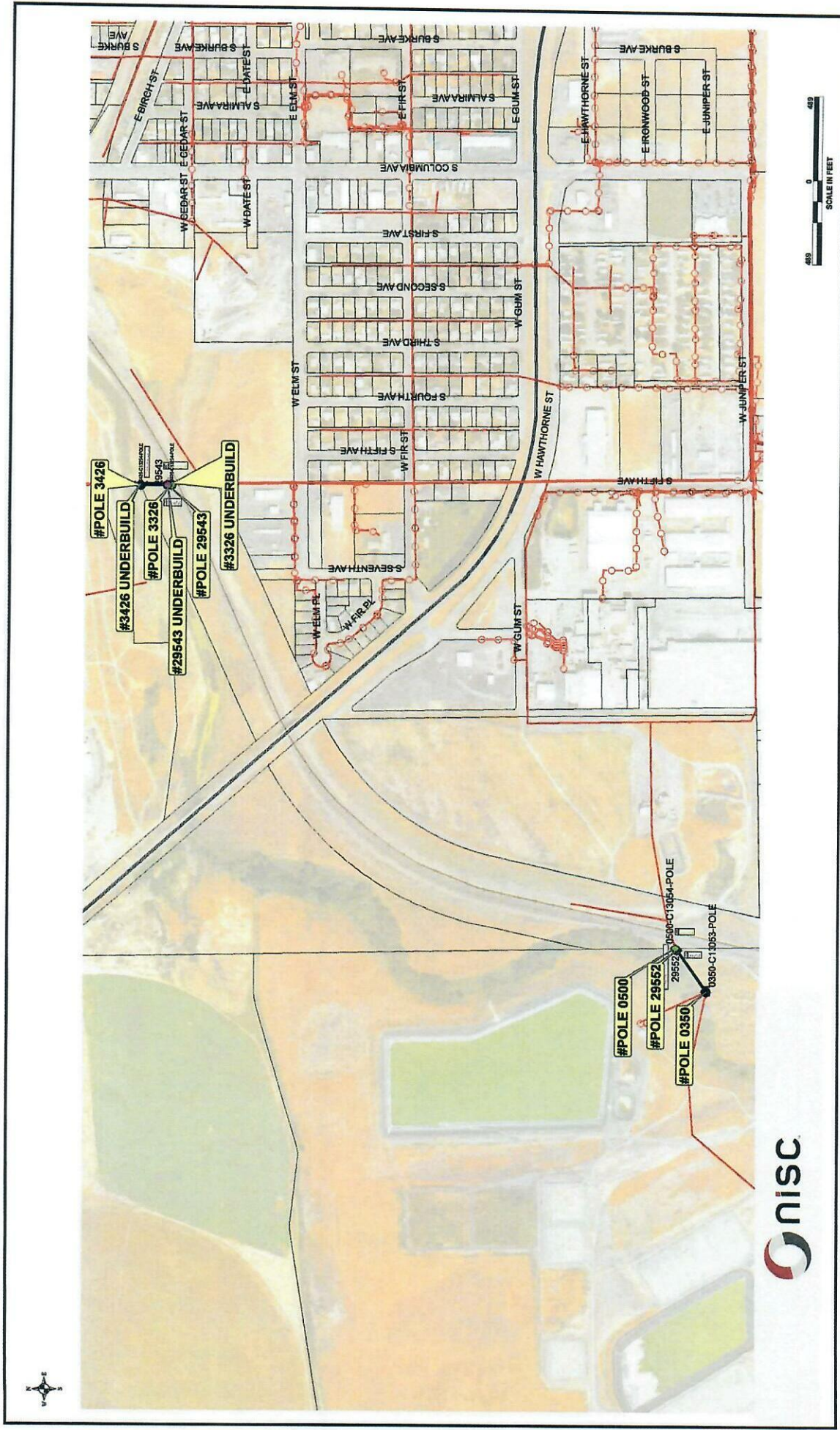
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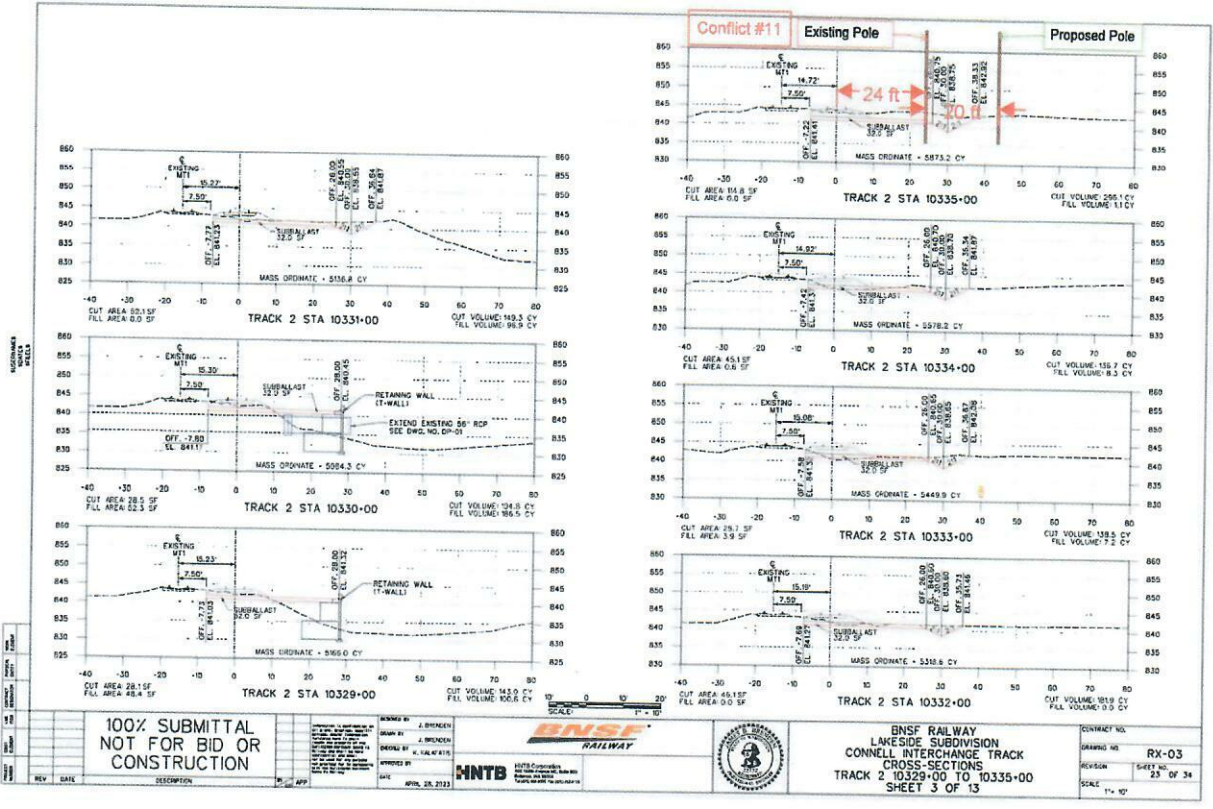
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Map Loc:

Exhibit D - Contract 10539

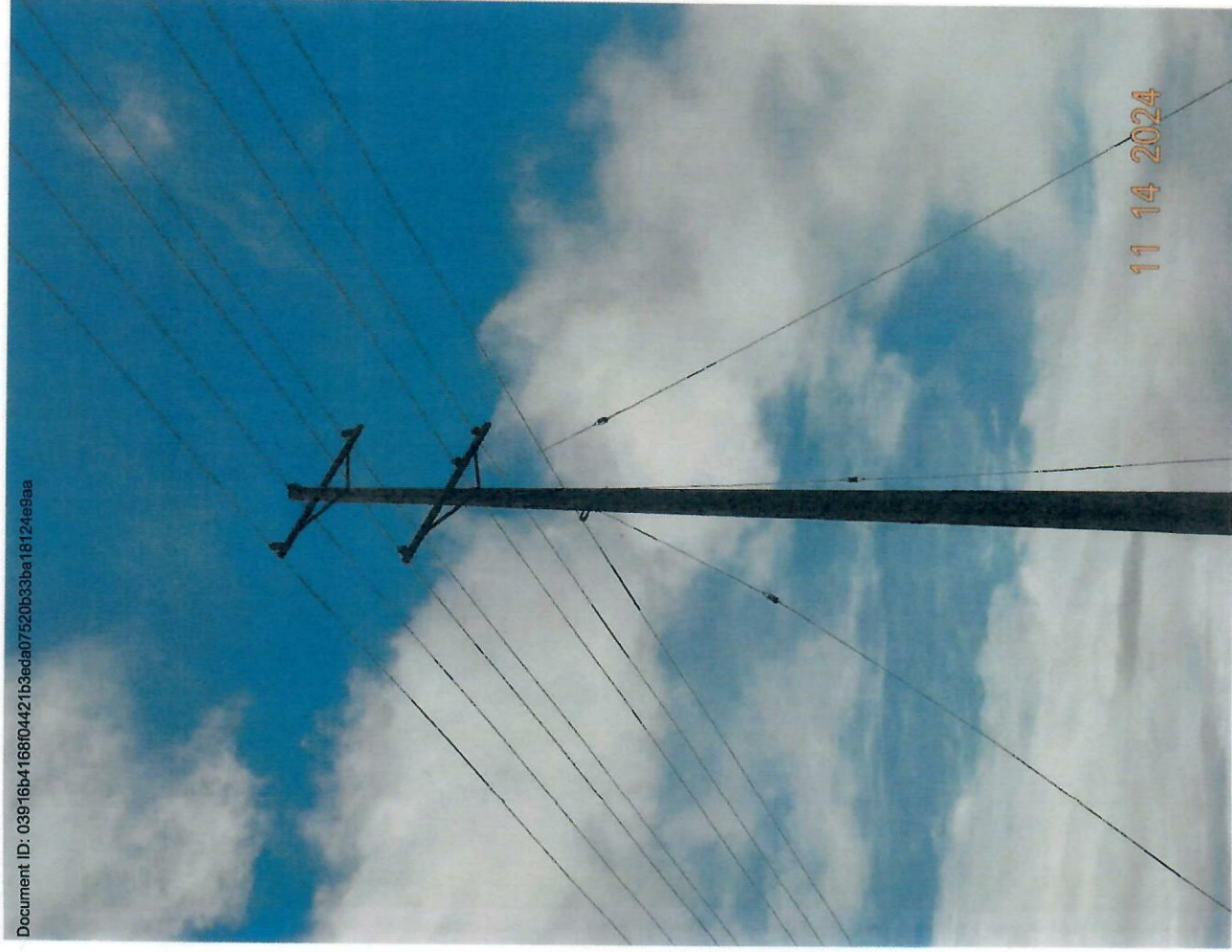
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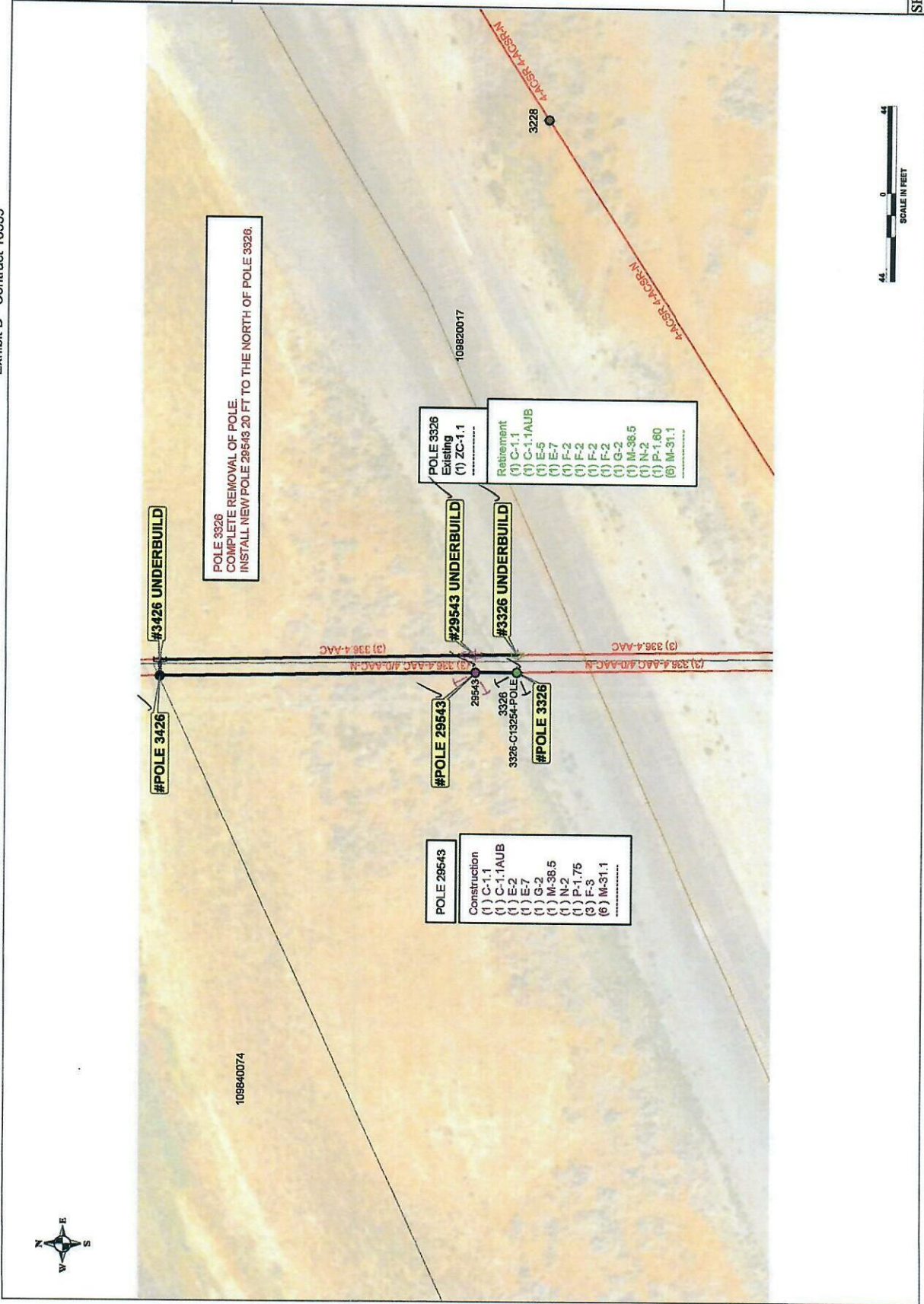




FILE 3326







Franklin County, Public Utility
District No. 1

STAKING SHEET

(509)547-5591

W/O#: 20250123

Staked By: ROBERT A RICHMOND

Location:

Description: FIRST LOCATION NEAR
XPMR 6700, CONNELL S

Date Staked: 01/14/2025

Substation: 20 - CONNELL

Name:

Feeder: C1

Address:

Phase:

Comment:

Date Completed:

Estimate: \$

Paid Date:

Station #: POLE 3326

Ang: BckSpn: 21
LAT: 46.65809 LONG: -118.86829

R / A	QTY	UNIT	DESCRIPTION	NOTE
EXIST	1	ZC-1.1	34.5/19.9 KV 3-PH TANGENT	
RETIRE	1	C-1.1	3-PH HVY DTY TANGENT LINES AND	
RETIRE	1	C-1.1AUB	3-PH HVY DBL CIRCUIT TANGENT - UN	
RETIRE	1	E-5	DOWN GUY - HVY DUTY	
RETIRE	1	E-7	DOWN GUY - HVY DUTY STORM GUY	
RETIRE	1	F-2	ANCHOR 20" X 20" PLATE	
RETIRE	1	F-2	ANCHOR 20" X 20" PLATE	
RETIRE	1	F-2	ANCHOR 20" X 20" PLATE	
RETIRE	1	F-2	ANCHOR 20" X 20" PLATE	
RETIRE	1	G-2	POLE GROUND-ROD	
RETIRE	6	M-31.1	F-NECK-SINGLE TOP TIE-336.4 AAC	
RETIRE	1	M-38.5	SPOOL TIE ASSEMBLIES-4/0 ACSR	
RETIRE	1	N-2	POLE NUMBERING	
RETIRE	1	P-1.60	WOOD POLE 60'	

Station #: POLE 29543

Ang: BckSpn: 21
LAT: 46.65814 LONG: -118.86829

R / A	QTY	UNIT	DESCRIPTION	NOTE
EXIST	20	W-1.10	4/0 AAC	
EXIST	61	W-1.11	336.4 AAC	
ADD	1	C-1.1	3-PH HVY DTY TANGENT LINES AND	
ADD	1	C-1.1AUB	3-PH HVY DBL CIRCUIT TANGENT - UN	
ADD	1	E-2	DOWN GUY, HVY DUTY	
ADD	1	E-7	DOWN GUY - HVY DUTY STORM GUY	
ADD	3	F-3	ANCHOR 24" X 24" PLATE	
ADD	1	G-2	POLE GROUND-ROD	
ADD	6	M-31.1	F-NECK-SINGLE TOP TIE-336.4 AAC	
ADD	1	M-38.5	SPOOL TIE ASSEMBLIES-4/0 ACSR	
ADD	1	N-2	POLE NUMBERING	
ADD	1	P-1.75	WOOD POLE 75'	

Franklin County, Public Utility
District No. 1

STAKING SHEET

(509)547-5591

W/O#: 20230123

Description: FIRST LOCATION NEAR
XPMR 6700, CONNELL S

Staked By: ROBERT A RICHMOND

Date Staked: 01/14/2025

Location:
Substation: 20 - CONNELL
Feeder: C1

Name:

Completed By:

Address:

Date Completed:

Phase:

Comment:

Estimate: \$

Paid Date:

Station #: POLE 3426

Ang: BcdSpn: 156
LAT: 46.658571 LONG: -118.868428

R / A	QTY	UNIT	DESCRIPTION	NOTE
EXIST	1	C-1.1AUB	3-PH HVV DBL CIRCUIT TANGENT - UN	
EXIST	1	P-1.60	WOOD POLE 60'	
EXIST	156	W-1.10	4/0 AAC	
EXIST	467	W-1.11	336.4 AAC	
EXIST	1	ZC-1.1	34.5/19.9 KV 3-PH TANGENT	

Station #: 3326 UNDERBUILD

Ang: BcdSpn: 21
LAT: 46.658081 LONG: -118.868395

R / A	QTY	UNIT	DESCRIPTION	NOTE
EXIST	83	W-1.11	336.4 AAC	
RETIRE	1	Unknown	Unknown gs_surface_structure	

Station #: 29543 UNDERBUILD

Ang: BcdSpn: 156
LAT: 46.658141 LONG: -118.868395

R / A	QTY	UNIT	DESCRIPTION	NOTE
EXIST	621	W-1.11	336.4 AAC	
ADD	1	Unknown	Unknown st_surface_structure	

Station #: 3426 UNDERBUILD

Ang: BcdSpn:
LAT: 46.658571 LONG: -118.868398

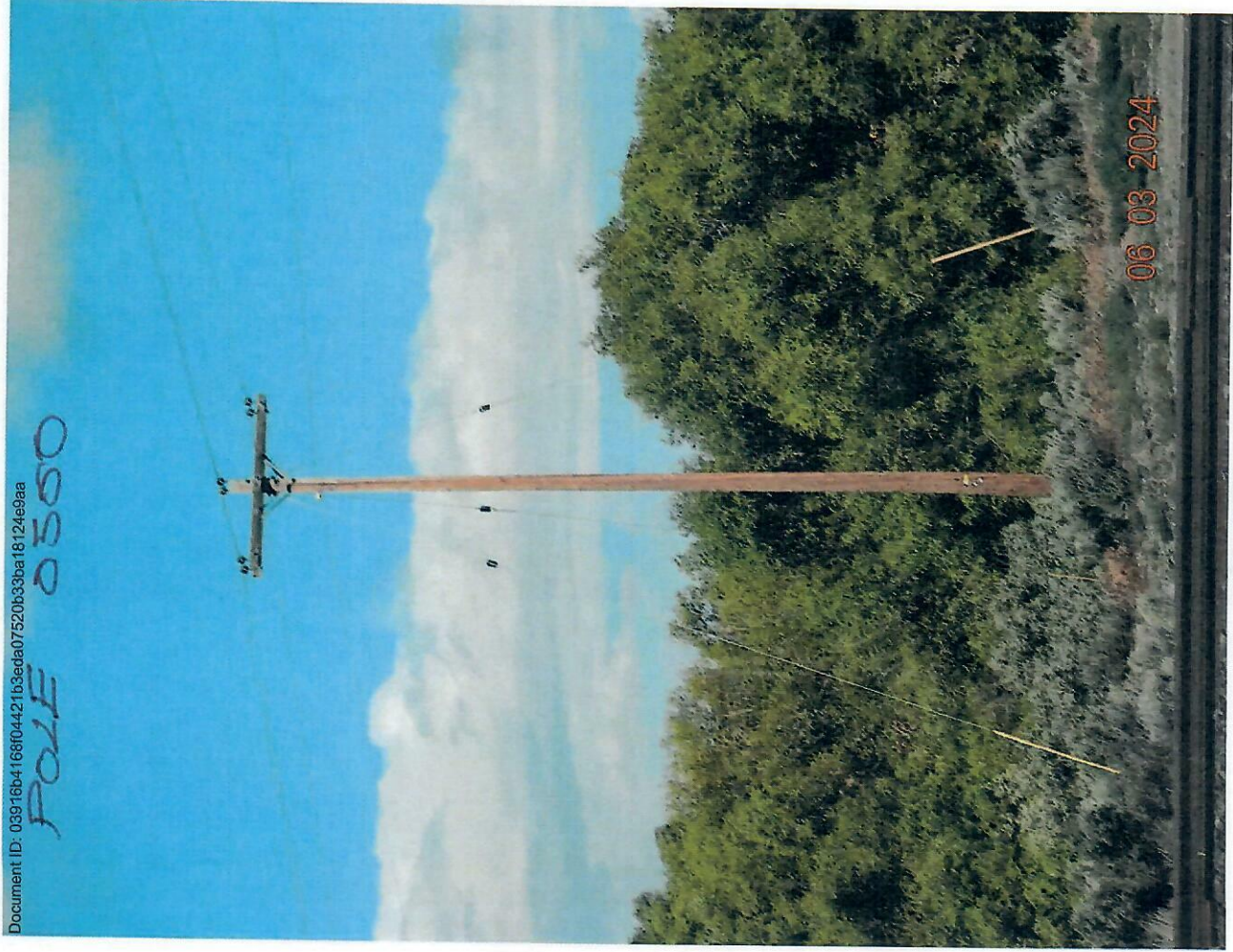
R / A	QTY	UNIT	DESCRIPTION	NOTE
EXIST	1	Unknown	Unknown gs_surface_structure	

Wire Tally

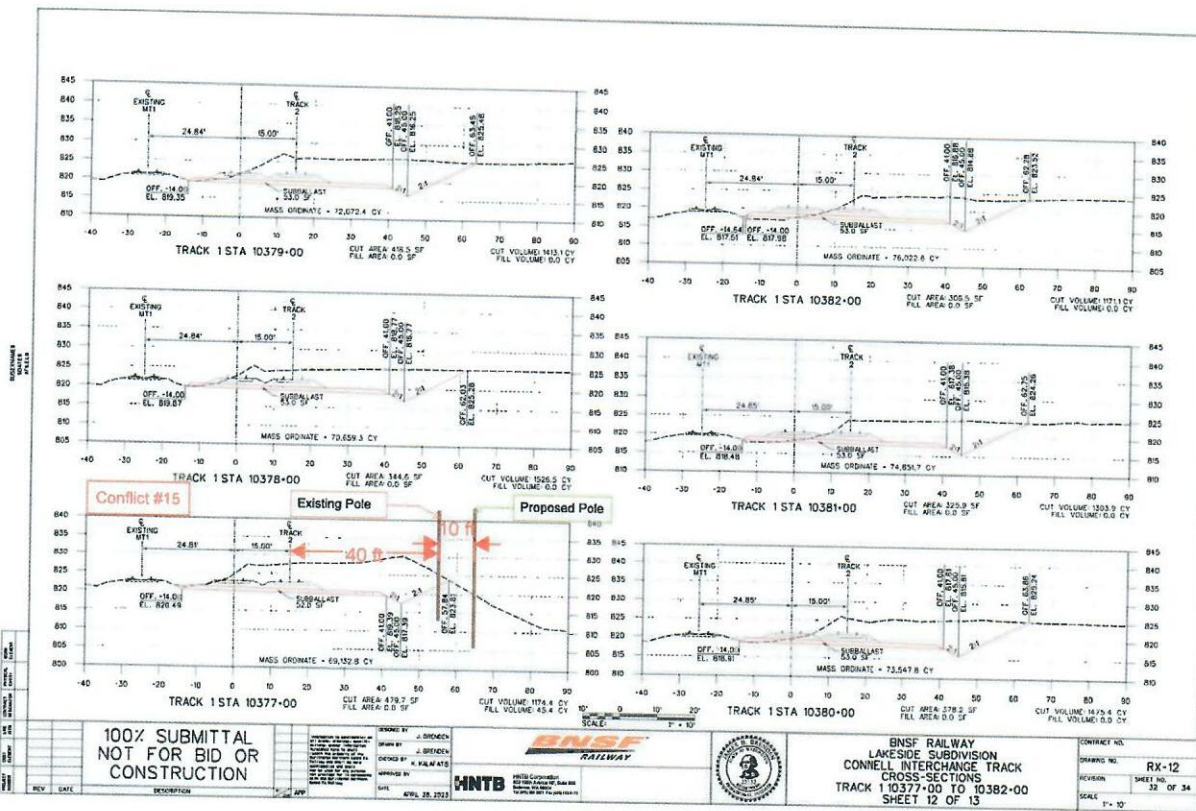
Action	Conductor	Wire Feet	No. of Wires	Pole Line	Start	End	Total
E	W-1.10		176	1	176		
E	W-1.11		1232	3	353		
Contractor		Yes	No				

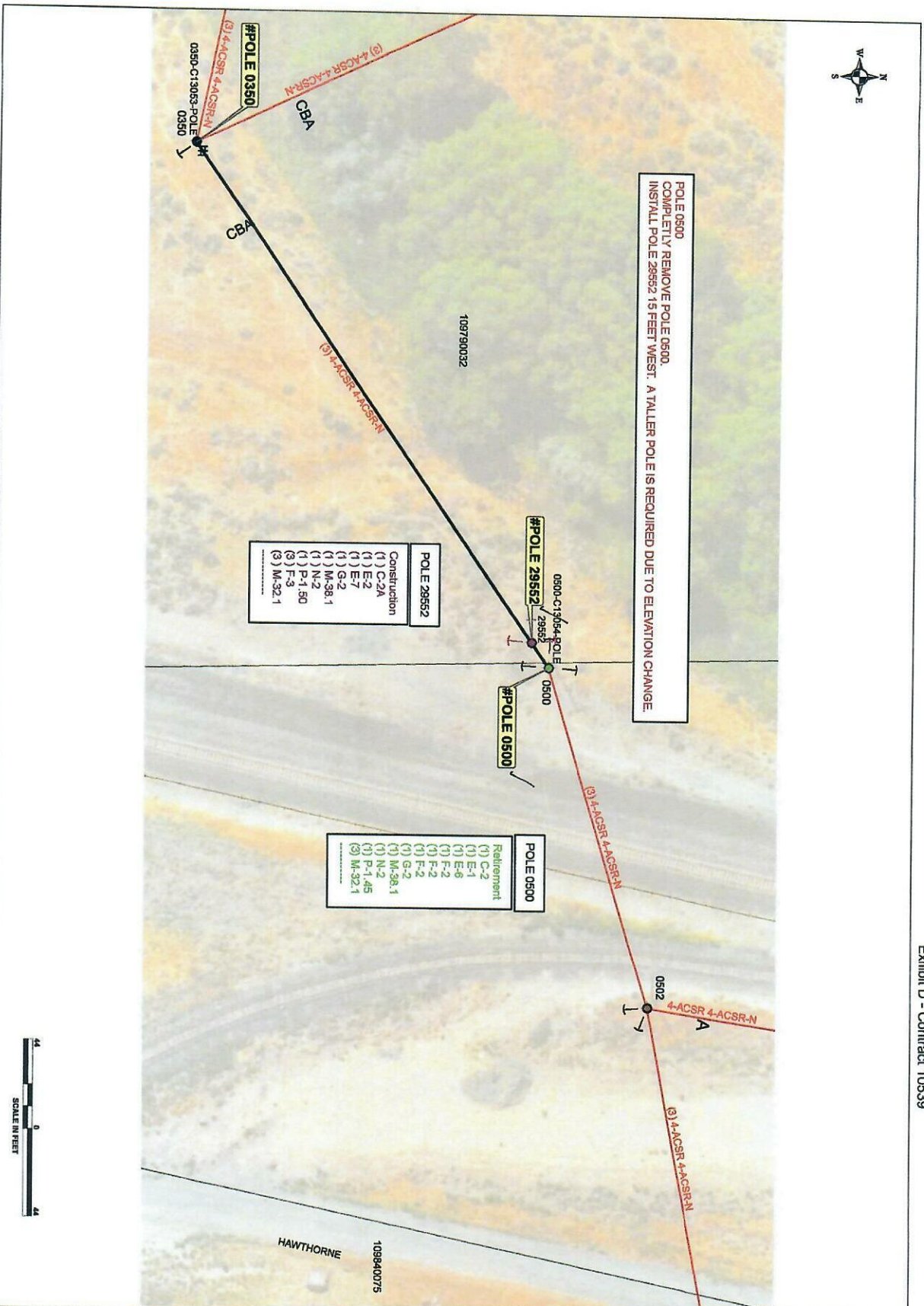
Document ID: 03916b4168f04421b3eda07520b33ba18124e9aa

POLE 0550



06 03 2024





Franklin County, Public Utility District No. 1
FIRST LOCATION NEAR XFMR 6700, CONNELL S
WO #: 20250123

ROBERT A RICHMOND

SCALE: 1:522

01/14/2025

Franklin County, Public Utility
District No. 1

STAKING SHEET

(509)547-5591

W/O#: 20250123

Description: FIRST LOCATION NEAR
XEMR 6700, CONNELL S

Name:

Address:

Comment:

Staked By: ROBERT A RICHMOND

Date Staked: 01/14/2025

Location:

Substation: 20 - CONNELL

Feeder: C1

Phase:

Estimate: \$

Paid Date:

Completed By:

Date Completed:

Station #: POLE 0500

Ang: BckSpt:

LAT: 46.65025 LONG: -118.87908

R / A	QTY	UNIT	DESCRIPTION	NOTE
RETIRE 1	C-2		3-PH DBL ARM FOR TANGENT	
RETIRE 1	E-1		DOWN GUY STANDARD	
RETIRE 1	E-6		DOWN GUY - STORM GUY	
RETIRE 1	F-2		ANCHOR 20" X 20" PLATE	
RETIRE 1	F-2		ANCHOR 20" X 20" PLATE	
RETIRE 1	F-2		ANCHOR 20" X 20" PLATE	
RETIRE 1	G-2		POLE GROUND-ROD	
RETIRE 3	M-32.1		C-NECK-DOUBLE TOP TIE-4 ACSR	
RETIRE 1	M-38.1		SPOOL TIE ASSEMBLIES-4 ACSR	
RETIRE 1	N-2		POLE NUMBERING	
RETIRE 1	P-1.45		WOOD POLE 45'	

Station #: POLE 29552

Ang: BckSpt: 15

LAT: 46.65023 LONG: -118.879129

R / A	QTY	UNIT	DESCRIPTION	NOTE
EXIST 15	W-1.1		#4 ACSR	
EXIST 44	W-1.1		#4 ACSR	
ADD 1	C-2A		3-PH DBL ARM FOR MEDIUM ANGLE	
ADD 1	E-2		DOWN GUY, HVY DUTY	
ADD 1	E-7		DOWN GUY - HVY DUTY STORM GUY	
ADD 3	F-3		ANCHOR 24" X 24" PLATE	
ADD 1	G-2		POLE GROUND-ROD	
ADD 3	M-32.1		C-NECK-DOUBLE TOP TIE-4 ACSR	
ADD 1	M-38.1		SPOOL TIE ASSEMBLIES-4 ACSR	
ADD 1	N-2		POLE NUMBERING	
ADD 1	P-1.50		WOOD POLE 50'	

Franklin County, Public Utility
District No. 1

STAKING SHEET

(509)547-5591

W/O# 20250123

Description: FIRST LOCATION NEAR
XFMR 6700, CONNELL S

Staked By: ROBERT A RICHMOND

Date Staked: 01/14/2025

Location:

Substation: 20 - CONNELL

Feeder: C1

Name:

Phase:

Address:

Estimate: S

Comment:

Paid Date:

Station #: POLE 0350

Aug: BcdSpr: 295

LAT: 46.64978 LONG: -118.880109

R / A	QTY	UNIT	DESCRIPTION	NOTE
EXIST 1	1	C-5	3-PH DOUBLE DEAD-END	
EXIST 1	1	C-6	3-PH TAP FROM EXISTING 3-PH STRU	
EXIST 1	1	E-2	DOWN GUY, HVY DUTY	
EXIST 1	1	P-1.40	WOOD POLE 40'	
EXIST 1	1	Unknown	Unknown gs_switch	
EXIST 295		W-1.1	#4 ACSR	
EXIST 886		W-1.1	#4 ACSR	

Wire Tally

Action	Conductor	Wire Feet	No. of Wires	Pole Line	Start	End	Total
E	W-1.1	310	1	310			
E	W-1.1	930	3	310			
Contractor		Yes	No				

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: 10539 PUD Utility Relocation Agreement.02-05-25.final
Document created: 03/27/2025 22:24:55
Document pages: 49
Document ID: 03916b4168f04421b3eda07520b33ba18124e9aa
Document Sent: 03/27/2025 22:27:40 UTC
Document Status: Signed
 03/27/2025 23:49:39UTC

Sender: janderson@franklinpud.com
Signers: vfuentes@franklinpud.com
CC:

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	janderson@franklinpud.com	03/27/2025 22:24:55 pm UTC	03/27/2025 22:24:40 pm UTC	64.146.131.252
SignNow Web Application	Viewed the Document	janderson@franklinpud.com	03/27/2025 22:25:01 pm UTC	03/27/2025 22:25:01 pm UTC	64.146.131.252
SignNow Web Application	Document Saved	janderson@franklinpud.com	03/27/2025 22:26:10 pm UTC	03/27/2025 22:26:10 pm UTC	64.146.131.252
SignNow Web Application	Invite Sent to: vfuentes@franklinpud.com	janderson@franklinpud.com	03/27/2025 22:27:41 pm UTC	03/27/2025 22:27:40 pm UTC	64.146.131.252
SignNow Web Application	Viewed the Document	vfuentes@franklinpud.com	03/27/2025 23:46:03 pm UTC	03/27/2025 23:46:03 pm UTC	64.146.131.252
SignNow Web Application	Document Saved	vfuentes@franklinpud.com	03/27/2025 23:49:39 pm UTC	03/27/2025 23:49:38 pm UTC	64.146.131.252
SignNow Web Application	Signed the Document, Signature ID: 95cc9f2897784712988c	vfuentes@franklinpud.com	03/27/2025 23:49:39 pm UTC	03/27/2025 23:49:38 pm UTC	64.146.131.252
SignNow Web Application	Sender janderson@franklinpud.com received a signed document copy	janderson@franklinpud.com	03/27/2025 23:49:48 pm UTC	03/27/2025 23:49:38 pm UTC	64.146.131.252
SignNow Web Application	Viewed the Document	vfuentes@franklinpud.com	03/27/2025 23:50:06 pm UTC	03/27/2025 23:50:06 pm UTC	64.146.131.252
SignNow Web Application	Viewed the Document	vfuentes@franklinpud.com	03/27/2025 23:50:07 pm UTC	03/27/2025 23:50:07 pm UTC	64.146.131.252
SignNow Web Application	Document Downloaded	vfuentes@franklinpud.com	03/27/2025 23:50:19 pm UTC	03/27/2025 23:50:15 pm UTC	64.146.131.252