

**EXH. JPH-9C
DOCKETS UE-240004/UG-240005
2024 PSE GENERAL RATE CASE
WITNESS: JAMES P. HOGAN**

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY,

Respondent.

**Docket UE-240004
Docket UG-240005**

**EIGHTH EXHIBIT (CONFIDENTIAL) TO THE
PREFILED DIRECT TESTIMONY OF**

JAMES P. HOGAN

ON BEHALF OF PUGET SOUND ENERGY

REDACTED VERSION

FEBRUARY 15, 2024



**CONTRACT FOR CONSTRUCTION WORK
LOWER BAKER DAM SEEPAGE REDUCTION PROJECT**

Contract No. 4600015254

This Contract for Construction, dated as of October 21, 2021, is made by and between **Puget Sound Energy, Inc.** ("Owner") and **Lower Baker Constructors, LLC** ("Contractor"). Owner and Contractor agree as follows:

1. DESCRIPTION OF WORK

Contractor shall perform for Owner the following work: Lower Baker Dam Seepage Reduction Project (the "Work"). The Work shall include all labor, materials, equipment, tools, vehicles, supervision and resources required for Contractor to complete the Work and fulfill its obligations under this Contract. Contractor shall perform the Work in accordance with, and shall comply with, all of the provisions of this Contract, which include the following attached or referenced documents, and which by this reference are all incorporated herein by reference (collectively, the "Contract Documents"):

1. This Contract
2. Bid Conditions & Clarifications dated September 14, 2021
3. Lower Baker Dam, Seepage Reduction Project Specifications, Issued for Construction, dated September 14, 2021, prepared for PSE by Shannon & Wilson, Inc.;
Document Received: ^{DS}CM BC (initials) ^{DS}DR PSE (initials)
4. Lower Baker Dam, Seepage Reduction Project Plans, Issued for Construction, dated September 14, 2021, prepared for PSE by Shannon & Wilson, Inc.;
Document Received: ^{DS}CM BC (initials) ^{DS}DR PSE (initials)
5. Lower Baker Dam, Seepage Reduction Project, Section 00 21 00-A, Bid Schedule Attachment A, dated September 14, 2021
6. Schedule of Values for Bid Items 001, 002, 017, 018, 019, and 025 dated September 30, 2021.
7. Reference Documents:
 - Appendices A through J. *Document Received:* ^{DS}CM LBC (initial) ^{DS}DR PSE (initial)
 - Lower Baker Dam, Seepage Reduction Project, Project Document Index, dated September 21, 2021, prepared for PSE by Shannon & Wilson, Inc.
 - Volume 1: Technical Proposal, Lower Baker Dam Seepage Reduction Project, dated July 9, 2021, prepared by Lower Baker Constructors, LLC.
Document Received: ^{DS}CM LBC (initial) ^{DS}DR PSE (initial)

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one is as binding as if required by all. Performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the foregoing priority, with an Addendum or a revision to a Contract Document having precedence over the original document and later Addenda

having precedence over earlier Addenda.

2. SCHEDULE FOR PERFORMANCE

Contractor shall not commence performance of any of the Work until Contractor's receipt of written notice to proceed from Owner ("Notice to Proceed") for that portion of the Work. Upon receipt of a Notice to Proceed, Contractor shall promptly commence and diligently perform the Work so as to complete the Work in accordance with the Construction Schedule as such Schedule is amended, if at all, under the terms of this Agreement (as defined in Section 8 below) and the Contract Documents.

The Owner anticipates issuing to Contractor the Notice to Proceed on or about November 2, 2021. Contractor shall commence the production of drilling and grouting within 733 calendar days from this Notice to Proceed, and Contractor shall achieve Project Completion within 1,347 calendar days from this Notice to Proceed.

3. COMPENSATION

Owner shall pay to Contractor for the Work as set forth in the attached Bid Schedule referenced above, plus state and local sales tax in effect at the time of payment. The amounts stated in the Bid Schedule are fully inclusive of any and all overhead and profit for the Contractor's performance of the Work. The amount due to the Contractor for the Work shall be based only on the unit prices listed in the final, agreed-upon Bid Schedule, applied to the actual quantity of work performed, and not any other amounts. Costs to complete the Work that exceed the Bid Schedule Prices will be the sole responsibility of Contractor and will not be reimbursed by Owner unless approved in advance in writing by Owner through a Change Order pursuant to Section 22 below. As full compensation for satisfactory performance of the Work, Owner shall pay Contractor the following sum: Two Hundred Forty Six Million, Nine Hundred Sixty Six Thousand, Three Hundred Forty Five and 00/100 Dollars (\$246,966,345.00), subject to additions and deductions as described in the Contract Documents.

Any sales, service, use, consumption or other similar taxes imposed upon the Services shall be separately disclosed and added to the amount of each invoice unless Owner provides Contractor with appropriate evidence of a tax exemption claimed for the relevant jurisdiction(s). In no event shall Owner be obligated to pay or reimburse Contractor for any taxes based on Contractor's net income, gross receipts or property, or for withholding and payroll taxes with respect to any wages or other compensation payable to Support (as defined below in Section 6).

No payment by Owner shall constitute acceptance of, or a waiver of Owner's rights with respect to, any Services not in accordance with the terms of this Contract.

4. RELATIONSHIP OF PARTIES

Contractor shall be and act as an independent contractor (and not as the agent or representative of Owner) with regard to performance of the Work and this Contract. Contractor shall not represent that it is, or hold itself out as, an agent or representative of Owner, and in no event shall Contractor be authorized to enter into any agreements or undertakings for or on behalf of Owner. Subject to compliance with the requirements of this Contract, Contractor shall perform the Work in accordance with its own methods and shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Owner and the Contractor agree to a relationship of trust, good faith and fair dealing in all aspects of this Agreement. The Contractor shall at all times utilize skills, efforts and judgment which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in a similar type of undertaking under the same or similar circumstances in the execution

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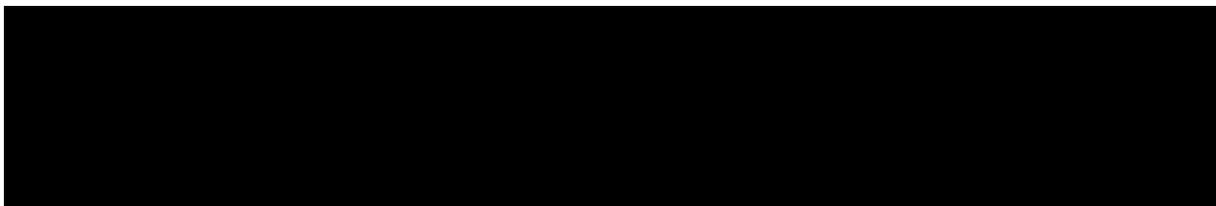
of the Work.

5. AUTHORIZED REPRESENTATIVES

In the administration of this Contract, Owner shall be represented by the Project Manager identified below, or, if no person is listed, by the person designated from time to time in writing by Owner as Owner's representative assigned to administer this Contract. Contractor shall designate and have at all times a competent representative, acceptable to Owner, to represent and act with full authority for Contractor (the "Contractor's Representative"). Contractor's Representative shall be the person identified below, or, if no person is listed, Contractor shall give Owner written notice of the name, address and telephone number (day and night) of the Contractor's Representative immediately after execution of this Contract and upon any change in such designation. The Contractor's Representative shall have full authority to act in the name and on behalf of Contractor and to accept all notices and other communications to Contractor under this Contract. The Contractor's Representative shall be present, or be duly represented by a competent individual acceptable to Owner who is present, at the site of performance of the Work at all times when Work is actually in progress. All notices, requests, approvals, consents, orders, instructions, directions and other communications given to the Contractor's Representative by Owner shall be as binding as if given to Contractor. Owner's Engineer (Shannon & Wilson, Inc., "Engineer") shall not have any authority to bind the Owner. Engineer's role is limited to observe and keep Owner generally informed of the progress and quality of the Work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any Contractor or Contractor Support's Work but rather are to allow Engineer, as a professional, to become generally familiar with the Work in progress in order to determine, in general, whether the Work is progressing in a manner indicating that the Work, when fully completed, will be in accordance with Engineer's grout curtain design. Engineer's authority shall be limited to observing, making technical comments regarding general overall compliance with Engineer's grout curtain design, and rejecting any Work which it becomes aware of that does not comply with Engineer's grout curtain design. Engineer's acceptance of any non-conforming Work containing latent defects or failure to reject any non-conforming Work not inspected by Engineer shall not impose any liability on Engineer or relieve any Contractor or Contractor Support from complying with their contract documents. Engineer shall not: supervise, direct, have control over, or authority to stop any Contractor or Contractor Support's Work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor or any Contractor Support; be responsible for safety precautions and programs incident to Contractor or any Contractor Support's Work; or be responsible for any failure of any Contractor or Contractor Support to comply with laws and regulations applicable to the Contractor or Contractor Support, all of which are the sole responsibility of the Contractor.

PSE Project Manager:

Contractor's Representative:



6. CONTRACTOR'S RESPONSIBILITIES

(a) General Responsibilities.

(i) Contractor shall provide all labor, materials, equipment, tools, vehicles, supervision, engineering design for temporary works including the work platform, work access pads and drill casing and riser guide system and seepage seal, and the support excavation, technical services, and resources necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results. Contractor shall be responsible to Owner for acts and omissions of Contractor's Support, employees and Subcontractors of any tier, their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its Support.

(ii) Contractor represents that it is, and that at all times during performance of the Work it shall be, fully experienced and properly qualified, licensed, equipped, organized, insured, and financed to perform the Work.

(iii) Contractor shall efficiently and effectually perform the Work in an orderly and workmanlike manner. Contractor shall enforce discipline and order among its employees, agents, officers, representatives, subcontractors and/or independent contractors of any tier (collectively, "Support"). Contractor shall ensure that all persons performing Work comply with all jobsite work rules. Contractor shall ensure that only fully experienced and properly qualified persons perform the Work. Contractor shall, if so requested by Owner, remove from performance of the Work any person whom Owner reasonably determines to be incompetent, insubordinate, careless, disorderly or otherwise objectionable. Contractor shall not thereafter use such person in the performance of the Work without Owner's prior written permission. Contractor shall not hire any employee of Owner to perform any of the Work.

(iv) Contractor shall confine all operations in the performance of the Work (including, but not limited to, offices, storage, assembly, vehicle and equipment parking, ingress, egress, and movement of materials, equipment and workers) to such areas and during such time periods as are specified in this Contract or designated by Owner. Unless otherwise directed by Owner, Contractor shall deliver to unload and store at the Work site all materials, equipment and other items to be installed, used, consumed or incorporated in the Work or otherwise used in connection with this Contract. Should Contractor find it necessary or advantageous to use any additional land for ingress to or egress from the Work site, or movement of materials, equipment or workers to or from work areas, or for any purpose whatever, Contractor shall provide and make its own arrangements for the use of such additional land.

(v) Contractor shall keep its work areas and access to such areas cleared of rubbish, refuse and other debris, and in a reasonably neat, clean and safe condition. Contractor shall clean up garbage, equipment parts, oil filters, fuel and oil spills and similar items on a daily basis. Any storage of fuel, oil or equipment waste within the confines of the Work site shall be subject to Owner's prior approval. Upon completion of any portion of any of the Work, Contractor shall promptly remove from the Work site all rubbish, refuse and other debris, and any equipment, temporary structures and surplus materials that will not be used at or near the same location during later stages of the Work.

(vi) Contractor must report to Owner any OSHA recordable injuries that occur while performing work on behalf of Owner. A recordable injury includes any injury that results in treatment beyond first aid, restricted workdays, and/or lost workdays. Contractor will report its OSHA recordable injuries for the previous month by the 5th day of each month (e.g. all October OSHA recordable injuries are reported by November 5th). The first report will be due the 5th day

of the month following commencement of the Work. When completed send to contractorsafety@pse.com.

(vii) Whenever Contractor has knowledge of any actual or potential labor dispute that may in any way affect, delay or arise in connection with or as a result of the performance of this Contract, Contractor shall immediately notify and submit all relevant information to Owner.

(viii) Contractor shall be solely and completely responsible for working conditions of the site, including safety of all persons and property, during performance of the Work. Contractor shall have the right to control and shall maintain the site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Contractor must provide unrestricted access to the Owner and its Representatives at all times. Any review by Owner or Engineer of Contractor's performance shall not be construed to include a review of the adequacy of Contractor's safety measures in, on or near the site of the Work. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Except to the extent the hazard or safety failure is caused by the affirmative acts of Owner or Engineer (or anyone for which either may be legally responsible), no action or inaction of Owner or Engineer relating to safety or property protection or a violation thereof will: (1) relieve Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of that violation; (2) impose any obligation upon Owner or Engineer to inspect or review Contractor's safety program or precautions or to enforce Contractor's compliance with the requirements of this Article 10; (3) impose any continuing obligation upon Owner or Engineer to ensure Contractor performs the Work safely or to provide such notice to Contractor or any other person or entity; (4) affect Contractor's sole and complete responsibility for performing the Work safely or Contractor's responsibility for the safety and welfare of its employees; or (5) affect Contractor's responsibility for the protection of property, employees and the general public.

(ix) Contractor shall defend, indemnify, and hold Owner harmless from any claims or assertions by any of Contractor's Support that such Support, persons or entities are an employee of Owner.

(x) Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any third party not specifically identified in this contract without the prior written consent of Owner, which may be withheld in Owner's reasonable discretion. Any such delegation or subcontracting without the Owner's prior written consent shall constitute a material default of this Agreement. At Owner's request, Contractor shall provide to Owner documentation related to a proposed subcontractor's qualifications to perform the Services. No delegation or subcontracting of performance of any of the Services, with or without Owner's prior written consent, shall relieve Contractor of its responsibility to perform the Services in accordance with this Agreement. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees and subcontractors and any other person who performs Services on Contractor's behalf (collectively, the "Support").

Contractor shall at all times be an independent contractor and not an agent or representative of Owner with regard to performance of the Services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of Owner. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of Owner.

Contractor shall fully cooperate with Owner and coordinate the Services with related work performed by Owner and others. If any Services depend upon the results of work performed by Owner or others, Contractor shall, prior to commencing such Services, notify Owner of any actual or apparent deficiencies or defects in such other work that render such other work unsuitable for performance of the Services.

Provided Owner is current in its undisputed payments to Contractor, Contractor shall promptly pay, and secure the discharge of any liens asserted by, all Support. Contractor shall furnish to Owner such releases of claims and other documents as may be requested by Owner to evidence such payment and discharge.

Contractor shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services. Without limiting the generality of the foregoing, Contractor shall provide all required safety equipment, safe tools and a safe work place for all employees and shall require the same of all Support.

(b) Compliance with Laws; Permits

(i) Contractor shall comply, and shall ensure that the Work and all of Contractor's Support complies, with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Owner and applicable to the Work). Contractor shall execute and deliver to Owner all documents as may be required to effect or to evidence such compliance. All laws, ordinances, rules, regulations, orders, licenses and permits required to be incorporated in agreements of this character are incorporated herein by this reference. In the event Contractor is delayed in its performance of these obligations due to causes beyond its reasonable control, including the actions or inactions of Owner, third parties, or permit-issuing agencies, Contractor shall be entitled to an equitable adjustment in the Construction Schedule and may be entitled to equitable adjustment of its compensation to the extent provided elsewhere in the Contract Documents.

(ii) The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6, if applicable.

(iii) Contractor and its Support shall abide by the requirements of 41 C.F.R. 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

(iv) Contractor and its Support shall abide by the requirements of 41 C.F.R. 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

(v) Unless otherwise specified in this Contract or directed by Owner, and except for licenses and permits that Owner has obtained as listed in Section 01 57 20, Contractor shall obtain and pay for all permits, inspections, licenses and fees and shall furnish all bonds, security or deposits required to perform the Work in accordance with this Contract. Contractor shall advise Owner in writing and consult with Owner prior to applying for any permit or other authorization from, or entering into any agreement with, any governmental authority with regard to the Work. In the event Contractor is delayed in its performance of these obligations due to causes beyond its reasonable control, including the actions or inaction of Owner, third parties, or permit issuing agencies, Contractor shall be entitled to an equitable adjustment in the Construction Schedule and may be entitled to equitable adjustment of its compensation to the extent provided elsewhere in the Contract Documents.

(vi) Except as may be restricted by federal, state or local laws or regulations, Owner grants Contractor access to Owner's premises as necessary to perform the Work. Contractor acknowledges that certain portions of Owner's premises may have restricted access and requires prior authorization or an Owner designated escort to allow Contractor access. If notified by Owner's Project Manager that access is restricted, Contractor shall follow Owner's requirements and all federal, state or local laws or regulations requiring background checks and

drug and alcohol testing of all Support prior to performing any Work.

(vii) Owner has entered into this Contract with Contractor based upon PSE's reasonable belief that Contractor, like Owner, adheres to the strictest of ethical standards. In connection therewith, Contractor has reviewed the PSE Corporate Ethics and Compliance Code, available at <http://www.pse.com/aboutpse/CorporateInfo/Pages/Our-Ethics.aspx>. Contractor warrants that it and its Support will not, directly or indirectly, offer, promise, authorize or give anything of value to a government official, a political party, a candidate for political office or any other person connected to a government in any way, for the purposes of: (a) influencing an act or decision of that government official (including a decision not to act) in connection with Owner's business or in connection with Contractor's business with Owner; or (b) inducing such a person to use his or her influence to affect any government act or decision in connection with Owner's business or in connection with Contractor's business with Owner. Contractor further warrants that neither it nor any of its Support have offered or given, or will offer or give, any gifts or gratuities to Owner's employees, agents or representatives for the purpose of securing this Contract or securing favorable treatment under this Contract. In addition, Contractor will notify PSE immediately if any of its employees, officers or principals are officials or representatives of any government or if Contractor's management personnel directly involved in the Project learn that any of Contractor's employees, officers or principals are candidates for such government positions. Any breach of this provision by Contractor shall constitute a material breach of the Contract and shall immediately entitle Owner to terminate the Contract for cause.

(c) Protection of Property and Persons

(i) Contractor shall take all reasonable precautions that are necessary to prevent injury, damage or loss to: (1) its Support or other persons on the Work site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or Contractor's Support; and (3) other property at the site or adjacent thereto, including without limitation trees, shrubs, lawns, walks, pavements, roadways, fences, structures, and utilities not designed for removal, relocation or replacement in the course of the Work. Without limiting the generality of the foregoing, Contractor shall erect and maintain such fences, barricades, signs, flags, flashers, excavation covers and other safeguards as are required for safety and protection. Contractor shall inspect all goods, materials, tools, equipment and other items to discover any conditions that involve a risk of injury or damage to persons or property and shall be solely responsible for discovery and correction of, and protection against, such conditions.

(ii) Until completion and acceptance of all of the Work, Contractor shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to the Work and anything used (or to be used or consumed) in connection with the Work except to the extent such loss, theft, destruction or damage is covered under the Owner-provided Property insurance as outlined in Article 16.(e).viii, or results from the affirmative acts of Owner. Contractor shall provide storage and comply with all reasonable requests of Owner to enclose or otherwise protect the Work and anything used (or to be used or consumed) in connection with the Work.

(iii) Unless otherwise specified in this Contract or directed in writing by Owner, all existing structures, utilities, and other improvements damaged, altered or removed by Contractor or any of its Support in connection with the performance of the Work shall be repaired, replaced or otherwise restored by Contractor to at least as good quality and condition as existed prior to such damaging, alteration or removal. Contractor shall restore other areas affected by performance of the Work to at least the condition as existed prior to such performance. Contractor shall protect all land monuments and property markings from disturbance and damage and shall not remove the same without the prior written consent of Owner.

(iv) Unless otherwise specified in this Contract or directed in writing by Owner, Contractor shall ensure that no utility (including all supply, disposal, distribution and communication systems, and all similar or related facilities, equipment and other property) is damaged, altered, removed or interrupted by Contractor or any of its Support in connection with the performance of the Work. In accordance with the Contract Documents, Contractor shall pothole and visually locate all identified utilities indicated prior to commencing with the Work. Underground utilities shown in Contract Documents, if applicable, are shown only in their approximate locations due to exact locations being unknown. Notwithstanding the prior sentence, Contractor may rely on the information in the Contract Documents pertaining to both the presence of underground utilities and their locations. In the event Contractor encounters a utility that is not identified in the Contract Document, or is in a different location than indicated in the Contract Documents (greater than 3 feet from either side of utility centerline shown in Contract Documents), Contractor shall be entitled to an equitable adjustment in the Construction Schedule and Contractor's compensation. Contractor shall perform all excavation and other Work that may affect any known utility with reasonable care so as to protect such utilities from damage, alteration, removal and interruption. If Contractor requires the temporary shutoff of any utility, Contractor shall request Owner's approval thereof as described in the Specifications. Contractor shall perform the Work requiring the shutoff only after such approval has been obtained and on such days and at such hours as Owner may direct.

(v) Contractor shall ensure that the handling, transporting, storage, and use of explosives in connection with the Work is done to a degree of care which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in a similar type of undertaking under the same or similar circumstances. Contractor shall give Owner at least three (3) working days advance written notice of each delivery, storage and use of explosives.

(d) Cooperation and Coordination

(i) Contractor acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by Owner or others. Contractor shall fully cooperate with Owner and others and coordinate the Work with such other work so as to minimize any delay or hindrance of any work and to assure orderly and expeditious performance and completion of the Work. Contractor shall be entitled to adjustments to the Construction Schedule and/or equitable adjustments to the Bid Schedule should such interference or delays caused by Owner or others' material interference with Contractor's prosecution of the Work, except to the extent that such other interfering work was known to Contractor at the time the schedule is agreed-upon.

(ii) If any part of the Work depends upon the results of other work by Owner or others, Contractor shall, prior to commencing such Work, notify Owner in writing of any actual or apparent deficiencies or defects in such other work that render it unsuitable for performance of the Work in accordance with this Contract. Failure of Contractor to so notify owner shall constitute acceptance by Contractor of such other work as suitable for performance of the Work in accordance with this Contract, except as to latent defects that may subsequently be discovered in such other work.

(e) Examination of Contract and Site

Contractor represents and acknowledges that it has reasonably examined the Contract Documents and visually examined the Work site and has generally familiarized itself as to the nature, location, character, quality and quantity of the Work and all requirements of this Contract, as well as the reasonably ascertainable conditions and other matters that may be encountered at the Work site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power and utilities;

availability and condition of roads; climatic conditions and seasons; physical conditions at the Work site and the surrounding locality; topography and ground surface conditions; potential water and air pollution conditions; subsurface geology and the nature and quantity of surface and subsurface materials to be encountered; and equipment and facilities needed preliminary to and at all times during the performance of the Work, in each case, to the extent such conditions or matters are reasonably ascertainable during a visual inspection of the site or reasonable examination of the Contract Documents.

(f) Differing Site Conditions

During the progress of Work, if preexisting subsurface or latent physical conditions are encountered at the site, differing materially from those indicated in the Contract, or if preexisting unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the Owner in writing of the specific differing site conditions before they are further disturbed and before the affected Work is performed.

Upon written notification, the Owner (or their Representative) will investigate the conditions and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Owner will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

The equitable adjustment will be by agreement with the Contractor. However, if the parties are unable to agree, the Owner will determine the amount of the equitable adjustment in accordance with Section 23. Extensions of time will be evaluated in accordance with Section 8 below.

If the Owner determines that differing site conditions do not exist and no adjustment in costs or time is warranted, such determination shall be final as provided in the Contract, subject to Section 23.

If there is a decrease in the costs or time required to perform the Work, failure of the Contractor to notify the Owner of the differing site conditions shall not affect the Owner's right to make an adjustment in the costs or time.

7. INSPECTION

All Work shall at all times be subject to inspection and testing by Owner. Contractor shall furnish Owner (or its representative) sufficient, safe and proper facilities and equipment at all times and at all places where inspections or tests may take place and all samples, drawings, specifications, data, lists, documents and other information for such inspections and tests as may be performed by Owner. The making of (or failure or delay in making) any inspection by Owner shall not relieve Contractor of quality assurance responsibility or responsibility for performance of the Work in accordance with this Contract, or impair Owner's right to reject defective or noncomplying items or affect any other right or remedy afforded to Owner under this Contract or by law, notwithstanding Owner's knowledge of the defect or noncomplying performance or the ease of its discovery; provided, however, during the course of construction Owner will endeavor to inform Contractor within ten (10) days in the event Owner determines that any Work is defective or noncompliant.

8. CONSTRUCTION SCHEDULE; PROGRESS REPORTS

(a) The Contractor, promptly after being awarded the Contract, shall provide a clean copy of the approved and accepted detailed construction schedule from the Contractor's proposal and/or concluded proposal negotiations (the "Construction Schedule"). Further requirements for the Construction Schedule are described in the Project Manual.

(b) Contractor shall continuously update and keep current the Construction Schedule and shall furnish monthly (or more frequently, if requested by Owner) progress reports to Owner on the actual progress of the Work. Such progress reports shall include, but not be limited to, a copy of the updated Construction Schedule indicating progress to date and the identification of cause and duration of any delays for which Contractor believes it is entitled under this Contract to an extension of the time for performance of the Work. The time for performance of the Work shall not be extended on account of any delay, and the compensation under this Contract shall not be increased on account of any delay, unless Contractor includes a timely claim for such extension or adjustment in the progress report covering the period of such delay and Owner acting reasonably agrees in writing to such extension of the Construction Schedule or increase in compensation in accordance with the project pricing in the contract Bid Schedule. Notwithstanding the foregoing, Contractor shall immediately notify Owner in writing of any proposed changes in the Construction Schedule and of any event that Contractor reasonably believes could delay or has delayed performance and shall indicate the expected duration of the delay, the anticipated effect of the delay on the Construction Schedule and the action being taken to correct the delay situation. The Construction Schedule shall at all times provide for expeditious execution of the Work.

(c) Contractor shall perform the Work in accordance with the most recent Construction Schedule approved in writing by Owner.

(d) Any delays in the Owner's actions in obtaining permits for the Project shall entitle Contractor to an extension of time for any Work delayed by such permits but additional compensation shall not be available unless it adversely affects the critical path of the Construction Schedule.

(e) Time limits stated in the Contract Documents are of the essence of the Contract. Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall proceed with adequate forces and shall achieve Substantial Completion within the Contract Time and Final Completion thereafter within the time specified in the Contract Documents as such may be adjusted pursuant to the terms of this Contract.

(f) Contractor shall furnish sufficient forces and equipment, and shall work such hours, including night shifts, overtime operations and weekend and holiday work as may be necessary to insure the production of the Work in accordance with the date of Substantial Completion and the approved Construction Schedule. If Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of Contractor or any Support fails to meet Contractor's Construction Schedule, Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work, all at no cost to the Owner.

(g) If Contractor is delayed at any time in the commencement or progress of the Work (1) by an act or neglect of Owner or of Owner's employee or agent, or of a separate contractor employed by Owner; or (2) by changes ordered in the Work by Owner; only to the extent reflected in approved Change Orders providing for specific extensions of the Contract Time, or (3) by unusually severe weather (see Section 01 14 05), or (4) by unexpected labor disputes beyond Contractor's control, fire, seismic event, unusual delay in deliveries, governmental delays (including permit delays not caused by Owner), unavoidable casualties or other causes beyond

Contractor's control; or (5) by delay authorized by Owner pending mediation and litigation; or (6) by other causes that Owner reasonably determines may justify delay, then Contractor shall reasonably attempt to mitigate the delay, and the Contract Time shall be extended by Change Order for such reasonable time, limited to the change in the actual critical path of Contractor's Construction Schedule directly caused thereby, as Owner may reasonably determine consistent with the provisions of the Contract Documents. In no event, however, shall Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Construction Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion, or (2) delay transforming an activity into the critical path of the Construction Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion. If Contractor is unreasonably delayed by the acts or omissions of Owner or persons acting for Owner, then Contractor may assert a claim for damages or an equitable adjustment, in accordance with the project pricing in the contract Bid Schedule, arising out of such delay in its performance. Contractor shall not be entitled to any damages or any equitable adjustment unless the delay was caused by the acts or omissions of Owner or persons acting for Owner (including Owner's separate contractors) to the extent otherwise provided in the Contract Documents. Contractor shall be entitled to an extension of time (but not to damages or any equitable adjustment) for delays due to abnormal weather or other acts of God.

(h) Contractor shall not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the loss or use of any float time, including time between Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Schedule.

9. WARRANTY

Contractor warrants that: (i) the Work shall be performed in a workmanlike and skillful manner; (ii) the Work shall in all respects be free from all faults and defects in workmanship, material, design (other than a defect in any design provided by Owner) and title, (iii) the Work shall be in compliance with the requirements of this Contract, including the specifications and drawings set forth in the Contract Documents and permitting requirements; and (iv) all materials, equipment and other items incorporated (or to be incorporated) in the Work or consumed (or to be consumed) in the performance of the Work shall be new and of the most suitable grade for the purpose stated in the Contract Documents.

10. ENVIRONMENTAL CONTROL

Contractor shall comply with all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, permits, and any judicial or administrative interpretation thereof or requirement thereunder, relating to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Model Toxics Control Act, and all of the rules, regulations and orders promulgated under each of the foregoing. Without limiting the generality of the foregoing, Contractor shall treat, store and dispose of hazardous waste or hazardous substances, as the same are defined in applicable federal, state, or local laws and regulations, in compliance with the requirements of any such regulations. Contractor shall take suitable measures and provide suitable facilities to prevent pollution, oil and chemical spills, soil erosion and the introduction of any substances or materials into any stream, river, lake or other body of water that may pollute or silt the water or constitute substances or materials deleterious to human health or welfare, the environment, or fish or wildlife. Further, Contractor shall use all reasonable efforts to maintain the Work site free

from fugitive dust (i.e., dust that becomes airborne or visual). To the extent Contractor brings such materials or substances to the site, or as a result of Contractor's construction activities, Contractor shall be responsible for all costs of corrective measures required as a result of any pollution, erosion, release, siltation or fugitive dust situation, including its effects on adjacent properties. Contractor will not be responsible for pre-existing hazardous wastes or substances at the site.

11. LIENS.

Provided Owner has timely and properly paid Contractor under the terms of this Agreement, Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons and entities furnishing labor, equipment, materials or other items in connection with the performance of the Work. Provided Owner has timely and properly paid Contractor under the terms of this Agreement, Contractor shall furnish to Owner such releases of claims (except those claims expressly identified as reserved by Contractor) and other documents as Owner may request from time to time to evidence such payment (and discharge). Owner may, at its reasonable option, withhold payment, in whole or in part, to Contractor until such documents are so furnished. Provided Owner has timely and properly paid Contractor under the terms of this Agreement, Contractor shall defend, indemnify and hold harmless Owner from any liens, including all costs, expenses and attorneys' fees.

12. RECORDS

Until the expiration of six (6) years after final acceptance by Owner of all the Work, Contractor shall keep and maintain complete and accurate records with regard to the Work and this Contract, including without limitation: (i) information relating to Contractor's costs and expenses related to the Work, which shall be kept in accordance with sound and generally accepted accounting principles applied on a consistent basis, (ii) records of the receipt, possession, storage, use, consumption, installation, incorporation or disposition of all materials, tools, equipment, goods, information, drawings, specifications, data, and other items received, possessed, stored, used, consumed, installed, incorporated or disposed of in connection with the Work, (iii) Contractor's agreements with its Support and suppliers, and (iv) specifications, drawings, bills of lading and shipping documents. Until the expiration of six (6) years after acceptance by Owner of all of the Work, Contractor shall provide Owner access at all reasonable times to all such records for examination, copying and audit, including electronic reproduction. These requirements shall be applicable to all Support and each Subcontractor of any tier and shall be included in each Subcontract and purchase order issued with respect to the Work. Notwithstanding the foregoing, firm fixed pricing, as well as any information regarding mark-up, profit and other components making up any lump sum or unit pricing or time and material rates accepted by Owner, shall not be subject to audit.

13. RIGHTS IN PROPERTY

(a) Owner acknowledges and recognizes the unique and confidential nature of Contractor's independently developed technology, proprietary information and related technology, systems and processes, relating to Contractor's apparatus, processes and methods for computerized data collection, monitoring; and execution, methods, analysis and control of drilling and grouting operations (together, "Contractor's Technology"), and Owner acknowledges that all such Contractor's Technology, is proprietary to Contractor and will remain confidential and within the exclusive ownership, control and possession of Contractor and all rights respecting the use of same shall remain exclusive to Contractor, regardless of how the Contractor's Technology is used or developed in the execution of the Work.

(b) Subject to (a) above, all materials, information, property and other items accumulated or developed in connection with the Work (including, but not limited to, the Contract Documents,

drawings, plans, specifications, designs, calculations, maps, sketches, notes reports, data, estimates, models, samples, completed Work and Work in progress), together with all rights associated with ownership of such items (such as copyright and patent rights), shall become the property of Owner when so accumulated or developed, whether or not delivered to Owner. Contractor shall deliver such items to Owner upon request and in any event upon the completion, termination or cancellation of this Contract. If requested by Owner, Contractor shall, at Owner's expense, do all things necessary or convenient to obtain patents or copyrights on any concepts, methods, processes, products, writings or other items furnished, developed or first reduced to practice in connection with the Work, to the extent that same may be patented or copyrighted.

(c) Without limitation on the foregoing, the Design Standards, Operations Standards, Work Practice Standards, Field Construction Standards, and Materials/Tool Catalogs (collectively "PSE Standards") accumulated or developed in connection with the Work or included in this Contract involve valuable property rights of Owner, shall remain the property of Owner, and shall not be used or disclosed by Contractor for any purpose other than for performance of this Contract. Contractor is authorized to make a reasonable number of copies of any portion of the PSE Standards solely for the use of Contractor's employees and Support within the scope of the Work.

(d) To the extent Contractor uses any pre-existing intellectual or other property in connection with the performance of the Work, Contractor grants to Owner a worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up, sub-licensable right to use all such property in connection with the Work, including without limitation concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable). The Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, unless the Contract Documents require the particular infringing design, process or product of a particular manufacturer or manufacturers.

(e) Contractor shall not, without the prior written consent of Owner, disclose to third parties any information accumulated or developed in connection with the Work unless (i) the information was known to Contractor prior to the date of this Contract; (ii) the information is in the public domain at the time of disclosure by Contractor; or (iii) the information is received by Contractor from a third party that was not bound by an obligation of Confidentiality to Owner or (iv) Contractor becomes legally compelled (by demand, order, subpoena or other similar process) to disclose the information and if Contractor provides Owner with the opportunity to contest any such demand, order, subpoena or other similar process. If so requested by Owner, Contractor shall obtain from its Support nondisclosure agreements in form and content reasonably satisfactory to Owner.

14. PAYMENTS

(a) Progress payments shall be made as provided below:

i. At the end of each calendar month or at the latest within 5 business days of the end of the month the Contractor shall provide Owner with Contractor's estimate of that portion of the compensation under this Contract that is applicable to that portion of the Work satisfactorily completed as of the end of such month, plus Contractor's cost of materials and equipment properly stored at the Work site for consumption or incorporation in the Work.

ii. Each of Contractor's estimates shall set forth in a detailed and clear manner a complete description of all Work for which Contractor is entitled to compensation pursuant to this Contract, shall include this Contract number, and shall be supported by such receipts, daily reports, documents and other information as Owner may reasonably request from time to time. The submittal of any estimate by Contractor shall constitute a representation by Contractor that

the Work described therein has been performed in accordance with this Contract and that Contractor is entitled to payment under this Contract in the amount estimated. Any payments that are due and owing under the terms of the Contract and unpaid shall bear interest at the Bank of America prime rate plus two percent.

iii. Owner shall endeavor to promptly (and in no event later than seven (7) business days after receipt) review and either approve the estimate or advise of any issues. Contractor shall address any issues raised by Owner and resubmit a revised Contractor's estimate for review and approval. Thereafter, Owner shall have up to three (3) business days to review the revised estimate.

iv. Unless otherwise specified in writing by Owner, Contractor shall invoice Owner for ninety percent (90%) of Contractor's approved estimate. Ten percent (10%) of each such approved estimate shall be recognized between Owner and Contractor as retainage. Contractor shall invoice Owner for cumulative retainage upon written notice of final acceptance by Owner of all of the Work. See also Section 01 22 00.

(b) Subject to retainage and withholding (as described in Section 14(c) below), Owner shall make a progress payment to Contractor within Thirty (30) days after Owner's receipt and approval of each of Contractor's estimates, less the total of all amounts previously paid or credited (e.g., as retention) to Contractor.

(c) Payments otherwise payable under this Contract may be withheld, in whole or in part, by Owner on account of (i) the failure of Contractor to correct defective or noncomplying Work; (ii) the failure of Contractor to cure any failure to comply with any of the material provisions of this Contract; (iii) the failure of Contractor to pay, satisfy or discharge any lien (or potential lien which reasonable evidence indicates may be filed) of any of Contractor's Support, suppliers or any other person arising out of or in connection with this Contract or the Work; or (iv) Owner's reasonable doubt that the Contract can be completed within the time specified or for the balance then unpaid due to acts or omissions of Contractor or its agents, provided Owner has timely and properly paid Contractor, and further provided Owner will provide Contractor with notice and a reasonable opportunity to cure before withholding payment on such basis. If the foregoing causes are removed to the satisfaction of Owner, the withheld payments shall promptly be made. If such causes are not promptly removed after written notice, Owner may (but need not) rectify the same at Contractor's expense and deduct all costs and expenses incurred thereby from such withheld payments.

(d) Contractor shall reimburse Owner on demand for all reasonable and direct amounts paid and costs and expenses (including but not limited to reasonable attorneys' fees) incurred by Owner due to, Contractor's failure to perform any if its obligations under this Contract or otherwise. Owner may, at its option, apply any amounts payable to Contractor under this Contract against any amounts now or hereafter owing by Contractor to Owner under this Contract.

(e) Final payment. Final payment constituting the unpaid balance due and owing to Contractor under this Contract shall be made by the Owner to the Contractor when:

- i.** The Contractor has provided notice to the Owner that the Work is completed and ready for final inspection;
- ii.** Contractor has delivered to Owner the final estimate for payment, together with:
 - (A) a bill of sale to convey Contractor's interest, if any, in any personal property acquired by Contractor on Owner's behalf in connection with the development of the Work; (B) permits, if applicable; (C) a notice of completion or other similar document, if any, typically filed in the applicable jurisdiction to evidence completion of construction and/or to commence any applicable statutory period for the filing of mechanics liens; and (D) any other documentation reasonably

requested by Owner.

- iii. The Owner inspects such Work and finds it to be acceptable, acting reasonably; provided, however, that neither final payment nor any remaining retained percentage shall become due until Contractor submits to Owner such receipts, documents and other information as Owner may reasonably request, which may include, but will not be limited to: (A) proof reasonably satisfactory to Owner that all payments and claims for which Contractor is responsible under this Contract have been made or settled, (B) a release and waiver by Contractor and its Support and Subcontractors of all tiers of all claims against Owner and a release and waiver of all liens and rights of liens of Support or suppliers or otherwise arising out of or in connection with this Contract, the Work or any costs incurred or items furnished in connection therewith, provided, however, such waivers and releases shall not apply to claims, liens, or rights of liens to the extent such are previously identified and remain unresolved, (C) a certificate evidencing that insurance required by the Contract to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Owner, and (D) a consent of surety, if any, to final payment. If any Subcontractor, Support or Supplier of any tier refuses to furnish a release or waiver required by Owner and Owner has properly and timely paid Contractor under this Contract, Contractor shall furnish a bond satisfactory to Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

(f) Effects of Payments and Change Orders.

- i. Final Payment by Owner. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from liens, Claims, security interests or encumbrances arising out of the Contract and unsettled; failure of the Work to comply with the requirements of the Contract Documents; or terms of special warranties required by the Contract Documents.

- ii. Final Payment to Contractor. Acceptance of final payment by Contractor, Support or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and explicitly identified by that payee as unsettled at the time of and attached to Contractor's final Application for Payment.

- iii. Change Orders. The execution of a Change Order shall constitute a waiver of Claims by Contractor, conditioned on Contractor's receipt of the payment reflected in the Change Order, arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the reasonable satisfaction of Owner, acting reasonably, and are initialed by Owner. If Contractor adds a reservation of rights that has not been initialed by the Owner to any Change Order, Construction Change Directive, Change Order proposal, Application for Payment, or any other document, all amounts therein shall be considered disputed and not due or payable unless and until costs are re-negotiated or the reservation is withdrawn or changed in a manner reasonably satisfactory to and in all cases initialed by Owner. If Owner makes payment for a Change Order or an Application for Payment that contains a reservation of rights not initialed by Owner to indicate agreement with the reservation, and if Contractor negotiates the check for or otherwise accepts such payment, then the reservation of rights shall be deemed waived, withdrawn and of no effect.

(g) Records.

i. Contractor and Support shall maintain books, audited ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, and other tangible and electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges, and other amounts of whatever nature. The Contractor shall preserve such records for a period of six (6) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract.

ii. Within fourteen (14) days of Owner's request, Contractor agrees to make available at the West Coast Office of Traylor Bros (3050 E Airport Way, Long Beach, CA 90806) during normal business hours all records for inspection, audit, and reproduction (including electronic reproduction) by Owner or its representatives; failure to fully comply with this requirement shall constitute a material breach of contract. Within fourteen (14) days of Owner's request, a Support shall make available at its office during normal business hours all records for inspection, audit, and reproduction (including electronic reproduction) by Owner or its representatives; failure to do so shall constitute a waiver of all Claims by that Support. This section shall be included in any cost-reimbursable subcontracts.

15. TAXES

Except as otherwise required by law, Contractor shall be responsible for, bear the expense of and pay all taxes, excises, levies, duties and assessments applicable to or incurred in connection with the Work or this Contract, including but not limited to, sales, consumer, use and similar taxes. State and local sales tax will be added to the Compensation listed in the Bid Schedule identified in Section 3.

16. INSURANCE

(a) **General.** Prior to the commencement of performance under this Contract, the Contractor shall procure in accordance with the General Conditions the following insurance coverages from insurance carriers with AM Best ratings of no less than A minus VII or are otherwise reasonably acceptable by Owner. The Contractor shall determine the insurance coverages it will require of its Subcontractors. All policies, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability coverage, will include an endorsement naming Puget Sound Energy, Inc., its successors and assigns, the Engineer, and their respective directors, officers, employees, agents and representatives as additional insureds. Such additional insured endorsement for Commercial General Liability and Excess/Umbrella coverages shall be equivalent to ISO form CG 20 10 10 01, together with ISO form CG 20 37 10 01. The insurance shall provide the minimum coverages and limits set forth below. PSE does not warrant or represent that such coverages and limits are appropriate or adequate to protect the Contractor. Neither PSE's specification nor approval of the insurance in this Contract, nor of its amount, nor providing coverage in these stated minimum limits shall be construed to relieve the Contractor from liability in excess of such limits. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts. All deductibles must be disclosed and are subject to approval by PSE. Except where otherwise provided for in the Contract Documents, the cost of any claim payments falling within the deductible shall be the sole responsibility of the Contractor. All the Contractor's insurance policies shall be primary with respect to the interests of PSE, and any insurance or self-insurance

maintained by PSE is excess and not contributory insurance with the Contractor's insurance required hereunder. With the exception of Workers' Compensation, Employer's Liability, and Professional Liability coverage, all liability insurance shall apply severally and not collectively to each insured against whom claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy.

(b) Contractor Equipment, Supplies and Materials. All the equipment, supplies and materials (i) belonging to the Contractor or to any of its Subcontractors or (ii) used on behalf of the Contractor or any of its Subcontractors for its performance hereunder that is not intended to become a permanent part of the completed Work shall be brought to and kept at the Project site at the sole cost, risk and expense of the Contractor or such Subcontractor, and PSE shall not be liable for loss or damage thereto.

(c) Claims Notification. The Contractor shall notify PSE of any incident that would reasonably be expected to result in an insurance claim for an amount in excess of fifty thousand dollars (\$50,000.00) and keep PSE timely apprised of insurance claim proceedings.

(d) Evidence of Insurance. The Contractor shall submit Certificates of Insurance to PSE, or if requested, certified copies of insurance policies, as evidence of all insurance required herein prior to commencement of the Work. All certificates must be signed copies and shall contain a representation that coverages afforded under the policies cannot be materially altered (i.e., the coverages reduced, the limits decreased, or the additional insureds removed), allowed to expire, or canceled without first giving forty-five (45) days' prior written notice by certified mail to PSE.

(e) Coverages and Limits.

i. **Commercial General Liability Insurance.** The Contractor shall maintain Commercial General Liability Insurance, written on an insurance industry standard occurrence form: (CG 00 01) or equivalent, including all the usual coverage known as:

- Per project aggregate endorsement (CG2503)
- Premises/Operations Liability
- Products/Completed Operations.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractor's Liability
- Stop Gap or Employers Contingent Liability
- Explosion, Collapse, or Underground (XCU)
- Fire Damage Legal
- Limited Professional Liability - contractor means and methods - CG 2279
- Sudden and Accidental Pollution
- Blasting (as applicable)*

*This coverage is only required when the Contractor's work under this agreement includes exposures to which this specified coverage responds.

Minimum Limits. Such policy(s) must provide the following minimum limits:

1) Bodily Injury and Property Damage:

| | |
|-------------|---|
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products & Completed Operations Aggregate |
| \$1,000,000 | Personal & Advertising Injury |

\$2,000,000 Each Occurrence
\$ 300,000 Fire Damage

2) Stop Gap Employers Liability:

\$1,000,000 Each Accident
\$1,000,000 Disease - Policy Limit
\$1,000,000 Disease - Each Employee

- ii. **Commercial Automobile Liability Insurance.** The Contractor shall maintain Commercial Automobile Liability coverage as specified by Insurance Services Office, form number CA 0001, Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported. Such policy(s) must provide coverage with a combined single limit of not less than \$1,000,000 per occurrence.
- iii. **Umbrella Excess Liability.** The Contractor shall maintain Umbrella Excess Liability coverage with policy limits of not less than \$10,000,000.00 per occurrence and aggregate providing coverage in excess of CGL and Auto limits outlined above.
- iv. **Marine Hull and Machinery, and Protection and Indemnity Insurance.**
For any scope of work to be performed over water or via barge or marine vessel, Contractor shall provide evidence of Marine Hull and Machinery insurance to the value of craft to be used in the course of work.

Protection and Indemnity Insurance covering all owned and/or operated and/or bareboat chartered watercraft used in performing work and/or services related to this project including environmental (pollution) coverage with a limit not less than \$10,000,000 per occurrence. Such coverage shall be written on the SP23 (1956) Form or equivalent and shall include full collision and tower's liability, if not provided in the Hull and Machinery coverage. Coverage also to include voluntary and compulsory removal of wreck and/or debris, and excess collision and tower's liability (excess of any collision and tower's liability provided in the Hull and Machinery coverage).
- v. **Workers' Compensation.** The Contractor shall maintain Workers' Compensation insurance, as required by the Industrial Insurance Laws of the State of Washington. As respects Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of RCW Title 51. If the Contractor is qualified as a self-insurer in accordance with RCW 51.14, the Contractor shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees.
- vi. **Longshore/Harbor Workers.** The Contractor shall ensure that any workers subject to Longshore & Harbor Workers' Compensation Act shall maintain coverage in compliance with all USL&H requirements.
- vii. **Professional Liability:** The Contractor shall maintain Professional Liability insurance with a retroactive date that is no later than the date of the Early Contractor Involvement Preconstruction Services Agreement No. 4600014934 and providing coverage for any negligent acts, errors, or omissions in the performance of professional services under said agreement or this Contract. Coverage will contain severability for the insured organization for any intentional act exclusions. This coverage will have limits of not less than \$10,000,000 per occurrence and

\$10,000,000 in the aggregate.

- viii. Property/Course of Construction.** PSE shall carry property insurance providing coverage from the commencement date of the Work, and continuing through the completion of the Work. Such insurance features course of construction coverage. The policy will include the perils of flood and earth movement (subject to customary industry flood and earth movement deductibles), and provide coverage for temporary structures, fixtures and all other properties constituting a part of the Work. Earth movement coverage shall include earthquake and landslide. The policy shall carry a general deductible to be determined by PSE, provided, however, that if PSE selects a deductible in excess of one hundred thousand dollars (\$100,000) each occurrence, the Contractor's liability for the payment of any such deductible shall be limited to a maximum of one hundred thousand dollars (\$100,000) each occurrence. The contractor shall pay for any losses within the deductible of \$100,000 to the extent the Contractor is responsible for these losses. The Contractor is not responsible for deductible costs if the losses are caused by storm, earthquake, forest fire, or other similar natural disasters.
- ix. Claims Made Policies.** In the event that any insurance policy required under this Section 16 is written on a "claims made" basis and such policy is not maintained throughout the term of this Contract, the Contractor shall obtain for each such policy, retroactive to the effective date of this contract, the broadest basic and supplemental extended discovery period coverage, or "tail" coverage, reasonably available in the commercial insurance market and shall provide PSE with evidence that such basic and supplemental extended reporting period coverage has been obtained. Furthermore, as of the Substantial Completion date, for each such insurance policy written on a "claims made" basis, the Contractor shall provide PSE with evidence that (i) continuous coverage is being maintained, or (ii) supplemental extended discovery period coverage has been purchased, for a period retroactive to the effective date of this Contract and extending for a period of three (3) years from the Substantial Completion date.
- x. Subrogation Waiver.** Each party for itself and on behalf of its insurers waives all subrogation rights against (1) the other, (2) any of the others subcontractors (of any tier), agents, and employees, and (3) any of the other's consultants, separate contractors, if any, and any of their subcontractors (of any tier), agents and employees, for losses covered by the proceeds of insurance. The property insurance applicable to the work of separate contractors, if any, shall provide such waivers of subrogation including claims involving work performed by separate contractors by endorsement or otherwise. If during the Project construction period, PSE insures properties, real, personal, or both, at or adjacent to the Project site, or if, after final payment, property insurance is to be provided on the completed project, PSE shall waive all subrogation rights in accordance with the terms of this Section 16 for damages caused by fire or other causes of loss to the extent covered by such separate property insurance, and all such property insurance policies shall provide this waiver of subrogation by endorsement or otherwise.

17. SURETY BONDS

Contractor is required to furnish to Owner payment and performance bonds issued by a surety reasonably acceptable to Owner in the amount of 100% of the estimated costs listed in the Bid Schedule covering faithful performance of the Contract Documents and payment of obligations arising thereunder, including maintenance. The bonds shall be provided by a surety company or companies reasonably acceptable to the Owner and admitted and licensed in the State of Washington and possessing an A.M. Best's policyholder's rating of A- or better and a financial rating of no less than VII. Such bonds will remain in force until completion of the Work.

18. INDEMNITY AND RELEASE

(a) Subject to the limitations stated in Section 18(d), Contractor releases and shall defend, indemnify and hold harmless Owner, its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees, representatives and agents, and the Engineer collectively the "Indemnitees") from and against any and all claims, costs, losses, liabilities, damages, fines, and expenses of any nature (including, without limitation, reasonable attorneys' fees and costs on such claims and in proving the right to indemnification) to the extent such are caused by: (i) defect in the Work, (ii) fault, negligence, professional error or omission, strict liability or product liability of Contractor or its Support in connection with the Work or this Contract, (iii) infringement or misappropriation of any patent, copyright, trade secret, trademark or other intellectual property right by any Work, (iv) any lien asserted by any Support or Supplier of Contractor upon any property of Owner in connection with the Work or this Contract, (v) any failure of Contractor, any Support or the Work to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority, (vi) any failure of Contractor or any Support to comply with the requirements of this Contract, (vii) any breach of or default under this Contract by Contractor, or (viii) bodily injury (including death) or property damage caused by Contractor or any Support.

(b) IN CONNECTION WITH ANY ACTION TO ENFORCE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION 18, CONTRACTOR WAIVES ANY IMMUNITY, DEFENSE OR PROTECTION UNDER ANY WORKERS' COMPENSATION, INDUSTRIAL INSURANCE OR SIMILAR LAWS (INCLUDING, BUT NOT LIMITED TO, THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51, OF THE REVISED CODE OF WASHINGTON).

(c) Contractor acknowledges that the foregoing provisions regarding indemnification and waiver are an important part of the consideration for Owner to enter into this Contract, and that the foregoing waiver provision has been mutually negotiated.

(d) To the extent that RCW 4.24.115 is applicable to this Contract, and to the extent that the defense, indemnity, and hold harmless obligations of this Section 18 relate to liability for damages arising out of the services of this Contract or out of bodily injury to persons or damage to property, then Contractor's defense, indemnity, and hold harmless obligations: (i) shall not be applicable if such damages were caused by or were resulting from the sole negligence of the Indemnitee, his or her agents or employees; and (ii) are valid and enforceable only to the extent of Contractor's negligence if such damages were caused by or resulting from the concurrent negligence of (a) the Indemnitee or the indemnitee's agents or employees, and (b) Contractor or Contractor's agents or employees.

19. TERMINATION

(a) Termination by Contractor for Cause. Contractor may terminate the Contract if (1) the Work is stopped for a period of 120 consecutive calendar days through no act or fault of Contractor or its Support, agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor; or (2) the Owner has improperly not made payment more than fifteen (15) days after the time required by the Contract Documents and the payment amount is not subject to any dispute by the Owner. If one of these reasons exists, Contractor may, upon seven days' written notice to Owner (during which period Owner shall have the unconditional right and opportunity to cure), terminate the Contract and recover from Owner payment for Work executed, calculated under the Contract (including general and administrative expenses and profit on such completed Work), and reasonable costs (including general and administrative expenses and profit on such costs) incurred by Contractor to implement such termination. The total recovery of Contractor shall not exceed the unpaid balance of the Work actually performed under the Bid Schedule.

(b) Termination by Owner for Cause. Owner may terminate this Contract for cause if the Contractor: (1) refuses or fails to supply enough equipment, properly skilled workers or proper materials; (2) fails to make payments to Support or suppliers for labor or materials, as applicable, in accordance with the respective agreements between Contractor and such Support or suppliers; (3) disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or (4) materially fails to perform any material provision of this Contract; provided, however, Contractor shall be provided a reasonable period of time to begin curative efforts towards remedying such failure, refusal, or other breach and Owner shall not terminate this Contract so long as Contractor is diligently prosecuting such curative efforts toward completion. Owner's termination rights under this Section 19(b) shall not apply after Substantial Completion.

(c) Termination by Owner for Convenience. Owner may, at its option and at any time for its convenience, terminate this Contract as to all, or any portion, of the Work not then performed by written notice to Contractor. In the event Owner exercises its termination rights under this Section 19(c), Contractor shall be entitled to payment by Owner for the value of the Work properly performed prior to the date of termination (including general and administrative expenses and profit on such completed Work), and reasonable costs (including general and administrative expenses and profit on such costs) incurred by Contractor to implement such termination, less any amounts owed to Owner caused by any Contractor breach.

(d) Obligations after Termination. In the event of any termination pursuant to Section 19, Owner may at its option take over the Work as to which this Contract is terminated and prosecute the same to completion, by contract or otherwise. In addition, upon delivery of any written notice of termination under this Section 19, and without prejudice to any other rights and remedies of Owner, the Owner may: (1) order Contractor to discontinue work on the date and to the extent specified in the notice; (2) take any and all actions necessary for the protection and preservation of the Work; (3) require Contractor to terminate all existing subcontracts and purchase orders and place or enter into no further contracts or purchase orders for materials, equipment, services or facilities (except for Work to be performed prior to the effective date of termination stated in the notice of termination or as directed by Owner); (4) require Contractor to transfer title and deliver to Owner as directed by Owner: (A) all or any part of the materials, Work in progress and completed Work and other items produced as a part of, or acquired in connection with, the performance of the Work terminated (excluding equipment owned by Contractor or its members or identified as to be retained by the Contractor on the Bid Schedule), and (B) the completed or partially completed plans, drawings, information and other property that, if this Contract had been completed, would have been required to be furnished to Owner; (5) request

from Contractor an inventory of all materials and equipment at the Work site, in transit to the Work site, in storage or manufactured away from the Work site and on order from Contractor's Support; (6) direct Contractor to assign to Owner all or any part of the right, title and interest of Contractor under any of Contractor's agreements with its suppliers and Support to the extent relating to Work as to which this Contract is terminated (Contractor shall include the right to make such assignments in all such agreements); and (7) direct Contractor to settle, with the prior written approval of Owner, all outstanding liabilities and all claims arising out of the termination of agreements with Contractor's Support and suppliers. In addition, upon receipt of any written notice of termination under this Section 19, the Contractor shall: (1) use reasonable efforts to minimize its cost and expenses due to such termination; (2) if Owner requests, complete performance of such part of the Work, if any, that has not been terminated and (3) take any other action deemed necessary or desirable by Owner for the protection of property of the Owner or the Work; provided, however, such reasonable efforts will be at Owner's expense unless Contractor is terminated for cause pursuant to Section 19(b).

(e) Payments upon Termination.

- i. If the Owner terminates this Contract for cause pursuant to Section 19(b), the Contractor shall not be entitled to receive further payment until the Work is finished. Upon completion of the Work, Contractor shall only be entitled to payment for that portion of the compensation payable under the Contract which represents that portion of the work satisfactorily performed prior to termination, minus the costs to Owner to finish the Work, which shall include damages incurred by Owner as a result of the termination. Contractor shall not be entitled to recover payment for overhead, profit or damages based on work not performed, or for loss with respect to materials, equipment, tools and construction equipment and machinery. If Owner's costs of finishing the Work plus Owner's damages exceed the unpaid balance owed to Contractor, the Contractor shall pay the difference to the Owner.
- ii. After receipt of any written notice of termination from Owner under Section 19(c), Contractor shall submit to Owner Contractor's termination claim for amounts claimed pursuant to this Section 19(e)(ii), in the form and with the certification prescribed by Owner. Such claim shall be submitted promptly but in no event later than thirty (30) days after the effective date of termination. If Contractor fails to submit its termination claim within the time allowed, Owner may determine on the basis of information available to it the amount, if any, due Contractor by reason of the termination, and such determination shall be final. Upon a termination pursuant to Section 19(b), Contractor shall be entitled to be paid or credited that portion of the compensation otherwise payable under this Contract which represents that portion of the work satisfactorily performed prior to termination, plus demobilization, plus proven loss with respect to materials, equipment, tools and construction equipment and machinery. Contractor shall not be entitled to recover overhead, profit or damages based on work not performed. In no event, however, shall Contractor be entitled under this Section 19(e) (ii) to be paid or credited an amount in excess of the total compensation otherwise payable under this Contract, reduced by the aggregate amounts of all compensation paid to Contractor under this Contract and further reduced by that portion of the total compensation under this Contract which is allocable to Work with regard to which this Contract is not so terminated. Further, there shall be deducted (1) all unliquidated advances or other payments on account theretofore made to Contractor applicable to the terminated portion of this Contract, (2) any claim that Owner may have against Contractor in connection with this Contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies

or other things kept by Contractor or sold pursuant to this Section 19(e)(ii) and not otherwise recovered by or credited to Owner. Contractor shall promptly refund to Owner any amounts previously paid to Contractor in excess of the amount due Contractor under this Section 19(e)(ii). After Owner has made a determination under this Section 19(e)(ii), Owner shall pay or credit to Contractor the amount so determined, which payment or credit shall be deemed to satisfy all claims of Contractor against Owner by reason of such termination.

Upon any termination pursuant to section 19, Contractor agrees that it is entitled to payment as provided in Section 19 only and not to any other amounts (other than in relation to Claims unrelated to the termination itself, if any, pending at the time of such termination).

(f) Exercise or failure of Owner to exercise any of its rights under this Section 19 shall not excuse Contractor from compliance with the provisions of this Contract nor prejudice rights of Owner to recover damages for any default by Contractor. Whether or not Contractor's right to proceed with the Work is terminated, Contractor and its sureties shall be liable for any costs, expenses or damages to Owner resulting from Contractor's default. The rights and remedies of Owner provided in this Section 19 are in addition to any other rights and remedies provided under this Contract, by law or otherwise.

20. USE OF COMPLETED PORTIONS OF WORK

(a) Owner may, by written notice thereof to Contractor, take possession of or use of any completed or partially completed portion of the Work at any time prior to acceptance of all of the Work. Immediately prior to Owner's using or taking possession, a joint inspection by representatives of Owner and Contractor shall be conducted to determine the condition and state of completion of the Work involved, and Owner and Contractor shall agree upon the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damages to the Work and insurance, and shall agree in writing concerning the period for correction of the Work and commencement of warranties required by the Contract.

(b) Nothing contained in this Section 20 shall constitute acceptance of Work not complying with the terms of this Contract or relieve Contractor of any of its obligations to correct, repair, replace or otherwise be responsible for defective or noncomplying Work.

21. OWNER'S PERFORMANCE OF CONTRACTOR'S OBLIGATIONS

(a) If Owner directs Contractor to correct noncomplying or defective Work or to otherwise comply with the requirements of this Contract, and Contractor thereafter fails to comply or indicates its inability or unwillingness to comply, Owner may order Contractor to stop the Work, and Owner may correct (or cause to be corrected) the noncompliance or defect or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover (for example, by offset) from Contractor all reasonable costs thereof.

(b) Owner's right to make corrections, achieve compliance and charge to or otherwise recover from Contractor the costs thereof are in addition to any and all other rights and remedies available to Owner under this Contract or otherwise by law, and shall in no event be construed or interpreted as obligating Owner to make any correction of defective or noncomplying Work or to otherwise achieve compliance with this Contract. Further, Contractor's obligations (including warranty) shall not be interpreted or construed as being reduced in any way because of any corrections or other work performed or caused to be performed by Owner or Owner's rights to perform the same.

(c) Owner will not be responsible for Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Owner will not have control over or charge of and will not be responsible for acts or omissions of Contractor, Support, Subcontractors of any tier, or their agents or employees, or any other persons or entities performing portions of the Work.

22. CHANGES

(a) Owner may, at any time, by written notice thereof to Contractor, make changes in the Work within the general scope of this Contract (a "Change Order"), including, but not limited to,

(i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the plans, specifications or drawings or other Contract Documents; (iii) changes in the Construction Schedule or acceleration, deceleration or suspension of performance of any Work; and

(iv) changes in the location, alignment, dimensions or design of items included in the Work. If any change under this Section 22 causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, an equitable adjustment in the compensation to Contractor and/or in the Construction Schedule shall be made in accordance with this Contract, at the applicable project prices in the contract Bid Schedule, to reflect such increase or decrease, and this Contract shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Contractor for such change. If any change under Section 22 results in a decrease in the Work to be performed, Contractor shall not be entitled to anticipated profit on Work not performed, and the loss of anticipated profit shall not affect the reduction in Contractor's total compensation resulting from such decrease. Further, Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not be entitled under this Section 22 to any increase in compensation or extension of schedule to the extent that such increase or extension is already provided for or excluded under any other provision of this Contract.

(b) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, Contractor shall, if so requested by Owner, immediately proceed in accordance with such Change Order. If Contractor intends to assert a claim for an equitable adjustment in schedule or compensation for a change not covered in the contract Bid Schedule, Contractor must, within fifteen (15) days after receipt of any Change Order that does not set forth an acceptable adjustment, submit to Owner a written statement setting forth the basis and nature of the adjustment claimed. Contractor shall not be entitled to any adjustment, and Contractor waives any claims thereto, unless such statement is submitted by Contractor to Owner within the applicable fifteen (15) day period. Contractor's execution of the Change Order, or Contractor's failure to object to any terms of the Change order within the applicable fifteen (15) day period, shall constitute Contractor's full agreement with the terms of the Change Order.

23. CLAIMS, QUESTIONS, CONFLICTS, INCONSISTENCIES AND AMBIGUITIES; PROTEST; WAIVER

(a) In an effort to reduce the incidence and costs to all parties of extended disputes, all Claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise.

(b) Contractor shall submit a written notice of any Claim to Owner within seven (7) days of the occurrence of the event giving rise to such Claim and shall include a clear description of the event leading to or causing the Claim. Notice is sufficient if the item is on the ROM Log and discussed in and clearly recorded as such in the minutes of the weekly meeting. Any claim by any

of Contractor's Support that Contractor asserts to be the responsibility of Owner must also be submitted within fifteen (15) days of the event giving rise to such Claim and likewise shall include a clear description of the event leading to or causing the Claim.

(c) Contractor shall then submit a written Claim as provided herein within seven (7) days of the notice. A Claim shall include a clear description of the Claim and any proposed change in the Bid Schedule prices (showing all components and calculations) and/or Contract Time (showing cause of and analysis of the resultant delay in the critical path and include any proposed changes in Contractor's construction schedule or the Contract Time, a description of any event that could delay performance or supplying of any item of the Work, the expected duration of the delay, the anticipated effect of the delay on Contractor's construction schedule, and the action being taken to correct the delay situation) and shall otherwise provide data fully supporting the Claim, including without limitation a complete explanation as to why the relief sought is not already encompassed within the existing Contract Documents. Contractor may delay submitting data by an additional fifteen (15) days if it notifies Owner in its Claim that substantial data must be assembled. Any claim of Contractor against Owner for damages, additional compensation, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by Contractor unless a timely written notice and Claim is submitted pursuant to and in strict accordance with the applicable provisions of this Contract. Any claim by any of Contractor's Support that Contractor asserts to be the responsibility of Owner must also be submitted within fifteen (15) days of Contractor's timely notice to the Owner. Failure to meet these requirements shall constitute a waiver of any such claim against Owner. A Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which Contractor (and its Support) are entitled and may not contain reservations of rights without Owner's written consent; any unapproved reservations of rights shall have no effect. Any claim of Support may be brought only through, and after review by, Contractor.

(d) Without limiting the generality of the foregoing and except as otherwise specifically provided for elsewhere in this Contract, any claim of Contractor and any question of Contractor related to or arising in connection with performance of all or any part of the Work or this Contract, coordination of the Work, compensation, schedule or interpretation, construction or clarification of this Contract shall be promptly submitted by Contractor in writing to Owner for determination. If Contractor is apprised or otherwise becomes aware of, or has reason to know of, any conflict, discrepancy or inconsistency between or among, or any ambiguity, error or omission in any of the requirements of this Contract, Contractor shall immediately notify Owner thereof for instruction, direction, resolution or clarification. Contractor shall be fully and solely responsible for requesting all directions, instructions, interpretations, constructions, clarifications and resolutions necessary or appropriate to ensure performance of the Work in accordance with this Contract and for any and all claims, losses, harm, costs, damages and expenses resulting from its failure to do so.

(e) All determinations, interpretations, constructions, clarifications, resolutions, instructions and directions of Owner, whether in response to a question of Contractor or otherwise, shall be final unless Contractor shall, within fifteen (15) days after Owner gives Contractor notice of any such determination, interpretation, construction, clarification, resolution, instruction or direction, file with Owner a written protest thereto, setting forth in a detailed and clear manner the basis of such protest. Owner shall issue an initial response within twenty (20) days of receipt of Contractor's protest and shall issue a decision within a reasonable period of time thereafter. Owner's decision shall be subject to the dispute resolution procedure identified in this Agreement.

(f) Notwithstanding any protest or disagreement, and provided Owner has timely and properly made undisputed payments for work completed under the terms of this Agreement, Contractor shall in any event diligently proceed with performance of the Work and the Contract in accordance with the determination, interpretation, construction, clarification, resolution, instruction and direction of Owner. Contractor's failure to protest or otherwise follow and exhaust

the procedures set forth in this Section 23 shall constitute a waiver by Contractor of its rights to further protest, to claim damages, additional compensation or extension of time or to pursue judicial procedures or remedies with respect to such determination, interpretation, construction, clarification, resolution, direction, protest or decision.

(g) Within thirty (30) days of Owner's receipt of the written Claim (unless delayed to assemble or review data), Contractor may require that an officer of Contractor and a senior representative of Owner (all with full authority to settle and with authority to adjust pre-existing settlement authority if necessary) meet, confer, and attempt to resolve the Claim during the following twenty-one (21) days. Owner may defer the meeting to a time after it has assembled and reviewed the data. If the Claim is not resolved within sixty (60) days of Contractor's request, Contractor may bring no litigation against Owner unless the Claims is first subject to mediation as described in Section 23(h). This requirement cannot be waived except by an explicit written waiver signed by both parties.

(h) The parties shall endeavor to resolve their claims by good faith mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree on a mediator. If the parties have not reached agreement on a mediator within twenty (20) days of the request, either party may file the request with the American Arbitration Association or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation shall then be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (or other agreed service) currently in effect. Mediation shall proceed in advance of legal or equitable proceedings, which (if filed prior to the mediation) shall be stayed pending mediation. The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in King County, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Representatives of Contractor and Owner must attend the mediation session with authority to settle the Claim and with authority to adjust pre-existing settlement authority if necessary. To the extent there are other parties in interest, such as Support, their representatives, also with authority to settle the Claim and with authority to adjust pre-existing settlement authority if necessary, shall also attend the mediation session. Unless the Owner and Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur prior to Final Acceptance by Owner. For avoidance of doubt, Owner and Contractor may agree in writing to other dispute resolution processes, such as a mid-project mediation.

(i) Claims that are not resolved under Sections 23 (g) or (h) shall be resolved by litigation and not by arbitration. Contractor may bring no litigation on claims unless such claims have been properly raised and considered in the procedures of this Section 23. All unresolved claims of Contractor shall be waived and released unless Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within one year after the Date of Substantial Completion approved in writing by Owner. This requirement cannot be waived except by an explicit written waiver signed by Owner and Contractor. This requirement is intended to apply only to claims by or through Contractor and not claims by unrelated third- parties. The pendency of a mediation shall toll these deadlines until thirty days after the date of the mediation session described above, unless Owner and Contractor agree in writing otherwise.

24. PROMOTIONAL AND ADVERTISING RIGHTS

Except as may be required by law, Contractor shall not, without the prior written consent of the Owner, make any news release or public announcement or place any advertisement stating that Owner and Contractor have contracted for the work specified in this Contract or have entered into any business relationship. Use of any Puget Sound Energy name, trademark or service mark in any promotional materials of Contractor requires Owner's prior written approval, which is subject to the sole discretion of Owner to grant or withhold. In the event that Owner approves the use of its name, trademark, or service mark in any announcement, news release or promotional materials of Contractor, all of the contents shall be submitted to Owner's Corporate Communications Department for review prior to any publication by Contractor.

25. MISCELLANEOUS

(a) Assignment; Successor

- i. Contractor shall not assign (e.g., by contract, operation of law or otherwise) all or any part of this Contract or any of its rights hereunder, or subcontract any of the Work other than as permitted in the Contract Documents, without the prior written consent of Owner, which may be withheld in Owner's sole discretion. At Owner's request, Contractor shall provide to Owner documentation related to a proposed subcontractor's qualifications to perform the Work. For purposes of the foregoing, any transfer of a controlling interest in Contractor (e.g., by a transfer of voting securities or otherwise) shall be deemed to be an assignment of this Contract. No assignment or subcontracting shall relieve Contractor from its responsibility for performance of the Work in accordance with this Contract or from its responsibility for performance of any of its other obligations under this Contract. Contractor shall be fully responsible for the acts, omissions, conduct and performance of the Support.
- ii. If Contractor is composed of more than one person or entity, each such person or entity shall be jointly and severally liable under this Contract. This Contract shall be fully binding upon Contractor and its successors, assigns and legal representatives.

(b) Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in the Contract Documents, neither party shall be liable to the other for punitive damages or special, indirect, incidental, or consequential damages of any nature, whether arising in contract, tort (including negligence) or other legal theory. This does not bar liability for such damages suffered by a third party if covered by an indemnity obligation herein.

(c) Maximum Liability. The maximum liability of Contractor to Owner under the Contract Documents shall not exceed twenty-five percent (25%) of the Contract Sum. This limitation of liability shall not apply to any damages otherwise payable but for this limitation that would be covered by the Contractor's payment and performance bonds.

(d) Notices. Any notice, request, designation, direction, statement or other communication under this Contract shall be (i) in writing (ii) delivered to the intended recipient at the address and to the attention of the party specified on the signature page below and (iii) effective upon receipt. Either party may change its address specified below by giving the other party notice of such change in accordance with this paragraph.

(e) Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Contract

are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections.

(f) Survival. Sections 9, 10, 11, 12, 13, 15, 18, 19 and 24 (and all provisions of this Contract which may reasonably be interpreted or construed as surviving the completion, cancellation or termination of this Contract) shall survive the completion, cancellation or termination of this Contract.

(g) Nonwaiver. Either party's failure or delay to (i) insist upon strict performance of any of the provisions of this Contract, (ii) exercise any rights or remedies provided under this Contract or by law, or (iii) notify the other party in the event of breach or default under this Contract, or Owner's making of or failure or delay to make any test or inspection of any Work, or Owner's acceptance of or payment for any Work, shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall remain in full force and effect.

(h) Entire Agreement

- i. This Contract, including the Contract Documents, embodies the entire agreement and supersedes any and all prior agreements between Owner and Contractor regarding the Work. No change, amendment or modification of any of the provisions of this Contract shall be valid unless set forth in a written instrument signed by the party to be bound thereby.
- ii. This Contract shall be construed as a whole. All provisions and parts of this Contract are intended to be correlative and complementary, and any Work required by one and not mentioned in another shall be performed to the same extent and purpose as though required by all. Details of the Work that are necessary to carry out the intent of this Contract, but that are not expressly required by this Contract, shall be performed or furnished by Contractor as part of the Work without any increase in the compensation otherwise payable under this Contract.
- iii. The rights and remedies of the parties set forth in any provision of this Contract are in addition to and do not in any way limit any other rights or remedies afforded to the parties by any other provisions of this Contract or by law.
- iv. In the event of any conflict or inconsistency between the terms and conditions of this Contract and any Contract Document, the terms of this Contract shall prevail; provided, however, that if a Contract Document by its terms expressly provides that certain provisions therein shall control over certain specified provisions in this Contract, and such provisions are initialed by Contractor and Owner, then to the extent such provisions in the Contract Document conflict with the specified provisions in this Contract, the provisions in the Contract Document shall control. Any additional, conflicting or different terms proposed by Contractor (whether in any Contract Document, proposal, invoice, purchase order or other document now or subsequently submitted) shall have no force and effect unless such terms are expressly agreed to in writing by Owner.

(i) Applicable Law; Forum Selection

- I. This Contract shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington without reference to any choice of law principles to the contrary.
- II. Contractor shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of this Contract, to recover damages for breach or default

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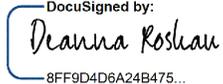
under this Contract, or otherwise arising under or by reason of this Contract, other than in the state and federal courts sitting in King County, Washington. Contractor hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in King County, and of the U.S. District Court for the Western Division District of Washington in Seattle, Washington.

- (j) **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- (k) **Member Guarantee.** Upon execution of this Agreement, Member Companies (identified below) shall enter into the form of guarantee attached as Exhibit 1 ("Guaranty"), pursuant to which the Member Companies will guarantee solely to Owner the performance and financial obligations of Contractor under this Agreement. Failure of Member Companies to provide executed copies of this Guaranty to Owner within five business days of execution of this Agreement shall void Owner's obligations under this Agreement. Member Companies are as follows: Traylor Bros., Inc.; Ballard Marine Construction, LLC; and Advanced Construction Techniques, Inc.

Intending to be legally bound, Owner and Contractor have caused their duly authorized representatives to execute this Contract in the space provided below.

Owner:
Puget Sound Energy, Inc.

Contractor:
Lower Baker Constructors, LLC

By: 
 Printed Name: Deanna Roshau
 Title: Sourcing Manager
 Date signed: 10/21/2021

By: 
 Printed Name: C. John Meagher
 Title: Authorized Agent
 Date signed: 10/22/2021

PSE's Address:
355 110th Avenue NE
Bellevue, WA 98004

Contractor's Address:
3050 E. Airport Way
Long Beach, CA 90806

BID CONDITIONS & CLARIFICATIONS

A. ASSUMPTIONS

1. Contract

- a. LBCLLC understand there may be secure areas on site, but PSE has not identified any specific locations. Therefore, we assume we will not require any security screenings or background checks to access our work areas.

2. Insurance

- a. Contract Section 16(a): LBCLLC assumes that all deductibles are acceptable to PSE. LBCLLC deductible dollar values are available upon request.
- b. Pricing assumes that LBCLLC will be named as an Additional insured on the Property/Course of Construction insurance as provided by PSE and described in the Contract for Construction Work, Section 16.e viii. Please refer to Julie Milbrandt's email to Eric Friend dated February 15, 2021 which outlines additional coverage details on which pricing was based.

3. Taxes

- a. Taxes included in LBCLLC pricing: Reference Contract Section 15.
- b. LBCLLC has included the State of Washington B&O tax in our pricing.
- c. LBCLLC has included in our pricing all State of Washington and local sales taxes on consumable items, third party equipment rentals and equipment purchases, but not on permanent materials incorporated into the work.

4. Technical

- a. LBCLLC assumes PSE or any other Board of Review or Agency generally accepts our construction plan in material aspects as presented in LBCLLC's Volume 1 Technical Proposal, as per these exceptions and assumptions.
- b. If PSE or any other Board of Review or Agency with jurisdiction requires material changes to the schedule, means, methods or sequencing outlined in LBCLLC's Technical Proposal, LBCLLC will be entitled to seek equitable adjustment of its pricing and/or schedule.
- c. LBCLLC is not to be held responsible for any unanticipated or detrimental changes in seepage rates through the dam related to the work that LBCLLC is to perform under this proposal except to the extent caused by LBCLLC's negligent action.
- d. Seepage seal liner on the right slope
 - i. LBCLLC has proposed utilizing a membrane liner following the intent of the drawings provided by EOR on the right abutment slope.
 - ii. LBCLLC does not guarantee or imply that this method will attain the seepage reduction results required to accommodate grout curtain construction.
 - iii. The price provided in bid item 024 "seepage seal" is the price for supply and installation of approximately 8800 sf of seepage seal (Carpi Liner or selected liner) from the right abutment slope from approximately El +420 to Gate 8. Following contract award, LBCLLC will perform a survey to identify high flow zones and target specific areas with remediation procedures as directed by the EOR. The allowance in bid item 024 will be the budget for this work. Any costs above and beyond this value shall be compensable to LBCLLC.
- e. Seepage Seal Materials
 - i. Long lead time items – Must be ordered prior to completion of the seepage seal work, and therefore prior to acceptance by PSE of the seepage reduction results. LBCLLC expects that these procured materials will be paid for by PSE regardless of the final seepage reduction results obtained.
- f. Existing Infill Block Strength
 - i. LBCLLC assumes that the existing dam infill block concrete has adequate strength and is in good condition to support the shear block anchors for the work platform. All shear anchors for the

Lower Baker Dam Seepage Reduction Project

September 14, 2021

main work platform will be load tested. Any failures not as a result of poor workmanship will constitute a change.

- g. Right Abutment Slope Failure
 - i. The parties understand the LBCLLC will not work on the Right Abutment Slope above the historic slide failure surface. LBCLLC work will be confined to the rock below the historic slide.
 - ii. LBCLLC will not be held liable for any impacts to dam operations due to a slope failure on the right abutment not as result of LBCLLC's faulty work.
 - iii. LBCLLC will be entitled to an equitable adjustment in the Construction Schedule and Contractor's compensation if LBCLLC's operations or equipment are impacted due to a failure of the Right Abutment Slope not as a result of LBCLLC's faulty work.
- h. Work Stoppage – Environmental
 - i. LBCLLC will be entitled to seek equitable adjustment of its pricing and schedule for any stoppage of work for environmental reasons not caused by LBCLLC's negligent actions. Stoppage of work will not include: (1) reduction in injection rates or (2) suspending a hole and moving to another injection location.
- i. Reservoir Spilling
 - i. LBCLLC understands that PSE has very limited control over reservoir levels due to license constraints and related matters. Within such constraints, PSE will work with LBCLLC to regulate reservoir levels to minimize impact to LBCLLC's operations when possible.

B. CLARIFICATIONS

1. Contract

- a. Emergency & Non-Emergency Demobilizations:
 - i. LBCLLC has not included costs for any emergency or non-emergency demobilization in the bid price except for PSE-directed emergency demobilization for flood events for drilling and grouting crews only, as it pertains to Bid Item 051. LBCLLC will be reimbursed by PSE for any PSE directed emergency or non-emergency demobilization as well as demobilizations that LBCLLC reasonably feels are required to protect the safety of the dam, work platform, equipment, crews, etc. based upon forecast conditions or the reservoir.
- b. Pre-Construction Meetings(s) & Attendees
 - i. The large mass preconstruction meeting held within 5 days of Phase 1A NTP will be replaced with smaller, more focused Pre-Construction meetings prior to each phase of work. An initial kickoff Pre-Construction meeting will be held within 60 days of the Phase 1A NTP.
 - ii. If members are not available to travel to the location of the Pre-Construction Meeting due to local, regional, or national travel restrictions, they will be allowed to participate via video conference or other similar methods.
 - iii. Grout Program Foreman, Drill Rig Geologist, and Drill Rig Operators will not be required to participate in a Pre-Construction Conference.
- c. Bid Item 033 Drilling Through Obstructions
 - i. LBCLLC has included costs for the drill crew only. If additional work outside the drill crew is required, costs will be tracked on a time and materials basis. Any additional work will require PSE authorization prior to commencing with activity.
- d. Bid Item 022 Environmental Controls for Drilling and Grouting
 - i. Payment for this item will be applicable for drilling and grouting operations associated with the tunnel plug and seepage cutoff construction. Refer to paragraphs 2.15.1 and 2.15.2 for payment and measurement terms.
- e. Retainage
 - i. In reference to Section 14 in the Contract, retainage will not be withheld for the following bid items:
 - 003 Demobilization
 - 015 Contractor's Insurance
 - 016 Performance & Payment Bonds

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- 050 PSE-Directed Standby Time during Drilling and Grouting
- 051 PSE-Directed Emergency Demobilization for Flood Events

2. Technical

- a. Diversion tunnel plug work:
 - i. LBCLLC is relying on the accuracy of the owner provided as-builts, some 95 years old. For example, LBCLLC does not believe that the bypass tunnel is well defined dimensionally or in geometric shape. Changes to the alignment or sediment and debris levels may impact costs and schedule, both of which PSE agrees will be considered a change.
 - ii. Any cleaning of existing surfaces of the Diversion Tunnel Plug that will be in contact with the new tunnel plug material is excluded.
- b. Utility Outages
 - i. LBCLLC will purchase power from PSE's system for drilling & grouting operations as well as other project needs.
 - ii. Cost and time impacts to the Work in the event of non-Contractor-caused power outages shall be for PSE's account, including the cost of running the generators, cleanup and shutdown of system, and any equipment replacement required by a shutdown.
- c. Drilling & Grouting
 - i. LBCLLC will execute the test program starting with hole P10D using 10-foot downstaging and advancing the hole to full depth as requested. Once P10D has been advanced a minimum of 4 stages, we will begin advancing P10U, followed by P11CV. Once we have sufficiently demonstrated and proven our drilling and grouting processes and received approval from PSE, we will commence the production program and continue to extend P10D to full depth.
 - ii. LBCLLC has assumed that after grouting of a stage is complete, hole washing will be performed only to the top of the grouted stage. Redrilling of the grouted stage will occur when deepening the hole to the successive stage.
- d. Bitumen Grouting
 - i. LBCLLC will review requirements to design, procure, and price a bitumen grouting system to provide a cost-effective system to meet the needs of the project. Lump sum prices are provided for 1) supply and delivery to site and 2) setup and commissioning of the system as an optional item. Any other work associated with the execution of the bitumen grouting program will be carried out on a cost-plus basis if required.
- e. Kill Grout Setup Cost
 - i. LBCLLC has included a setup unit price for a low mobility kill grout setup. This unit price is also applicable to high mobility and medium mobility non-sanded grouts.
- f. Drilling & Grouting Cost Loading
 - i. LBCLLC will work with PSE to determine an acceptable way to cost load the schedule with drill and grout bid items. The drill and grout bid items are per activity, per stage, and per foot. As currently listed, it is unrealistic and impractical to list every single stage of the drill and grout in the CPM schedule.
- g. Installation and removal of guide pipe system in intake structure
 - i. LBCLLC will work with PSE to schedule outages for work inside the intake structure. To prevent materials from being sucked into the tunnels, it will be necessary to close one gate at a time. Outages or gate closings expected will include the removal of the concrete deck above the intake, installation of the guide pipe supports and guide pipes, removal of the pipes and guide pipe supports, and restoring the concrete deck. During installation and removal, the gate must remain closed until the process has been completed on that side as the system is not stable in flow when only partially installed. Divers cannot enter the structure when gates are open so outages would be required for maintenance and repair should that be needed.

C. EXCEPTIONS

- a. 31 32 25 Paragraph 3.1.2
 - a. Top of hole locations shall be within 0.5 feet of the directed locations, as measured from the top of the riser pipe or top of MPSP where riser pipe is not used.
- b. 01 14 50 Paragraph 1.1
 - a. For any work being performed on the downstream face of the dam (vertical tie down anchors, work platform thru anchors, etc.), any spillage events may constitute either an emergency or non-emergency demobilization and LBCLLC will be entitled to seek equitable adjustment of pricing and/or schedule according to the specifications. PSE and LBCLLC will coordinate downstream construction activities prior to spilling events to minimize impacts. When gates are in the closed position, water seeping or leaking thru the gates will not constitute grounds for additional compensation, provided LBCLLC is able to continue work in this area. LBCLLC shall include means and methods to mitigate impacts to construction operations due to water seepage or leakage.
- c. 00 73 00 Paragraph 1.11.a.4 and 1.11.d
 - a. LBCLLC will not be liable or financially responsible due to errors, omissions, or conflicting information on the part of PSE or the project's Engineer of Record. LBCLLC will promptly notify PSE of any conflicting information or errors it discovers in the specifications or contract drawings. LBCLLC shall be entitled to seek equitable adjustment in the construction schedule and compensation for any error, omission, or conflicting information that affects its operations that a reasonable Contractor should not have discovered during the ECI period.
- d. 00 73 00 Paragraph 1.5.3
 - a. The combined overhead and profit for work performed by the Contractor's own forces shall be 20%. To the extent that the additional work extends the contract duration, Contractor's measurement and payment for Project Overhead shall be similarly extended in the applicable Base Bid Item(s) 005 through 010.
- e. 01 22 00 Paragraph 2.15.1
 - a. The Environmental Controls for Drilling and Grouting – Operation and Stockpile Waste Material – (Bid Item 22) – For the purposes of this bid item "Drilling and Grouting" shall be deemed to have begun at the commencement of the Tunnel Plug operations.
- f. 01 50 00 Paragraph 3.5.3
 - a. LBCLLC has proposed a 20' x 40' fabric shelter with two weeks of indoor storage capacity with outside storage, as needed. This proposal is acceptable with the understanding that (1) LBCLLC should plan on storing six weeks of core on site and (2) LBCLLC will provide equipment and labor necessary to move core runs into and out of the shelter when required to support PSE review of the core. PSE will designate locations for longer-term storage of cores to be retained after the 6-week period.
- g. 31 32 25 Paragraph 3.1.1
 - a. LBCLLC will have a Lead Geologist meeting the specified qualifications on site on all day shifts. LBCLLC may employ more than one person meeting the qualifications requirements of the Lead Geologist and rotate these Lead Geologists. LBC will provide a qualified geologist(s) or grouting engineer(s), acceptable to PSE, during the night shift to make the necessary decisions related to seepage cutoff drilling and grouting.
- h. 31 32 25 Paragraph 1.4.2
 - a. LBCLLC has included 2 drill rig geologists on dayshift, and 1 drill rig geologist on nightshift. Drill rig geologists will be present at the drill rigs during core retrieval. LBCLLC will provide qualified personnel, who may not meet the qualifications of a Drill Rig Geologist, during water testing and televising activities to operate and perform these tasks.
- i. 31 32 25 Paragraph 2.3.1 a
 - a. LBCLLC will provide steel riser pipe and MPSP pipe suitable for the demands of the work. Steel pipe 5.5-inch OD and 4.724-inch ID is proposed for much of the riser pipe and MPSP. LBCLLC may use other pipe diameters and wall thickness for some locations, depending on the requirements of those locations. Details for riser pipe and MPSP and drill rods and bits for all locations will be provided in submittals for PSE review.

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- j. 31 32 25 Paragraph 2.3.1 g
 - a. MPSP valves will be designed and fabricated to open and close multiple times and be re-injectable. It is understood that some MPSP valves may not be re-injectable after the first injection where the bedrock and foundation conditions are such that grout outside the MPSP cannot be fractured when re-injection is attempted.
- k. 31 32 25 Paragraph 3.1.2
 - a. LBCLLC will not be responsible for replacement of holes and redrilling if excessive deviation of a grout hole occurs due to obstructions and unforeseen bedrock conditions. Steeply dipping bedrock surfaces, steeply dipping fractures and joint sets, and very hard rock are anticipated and do not constitute unforeseen bedrock conditions. LBCLLC will be responsible for replacement of holes and redrilling where excessive deviation is due to poor drilling practices.
- l. 31 32 25 Paragraph 3.1.5.1
 - a. LBCLLC will not transmit drill fluid gain or loss data in real time to AGDS. Drill operator will visually monitor and record data and provide this information in a timely manner to the grouting control center.
- m. 31 32 25 Paragraphs 3.4.2.1 and 3.4.2.2
 - a. LBCLLC will not use casing grout to grout the annulus around the drill casing during installation of the casing where the casing is installed through the forebay debris. To grout the forebay debris, LBCLLC will use a near flush drill bit to drill the casing through the forebay debris and will inject grout into the forebay debris through the MPSP ports.
- n. 31 32 25 Paragraph 3.4.2.3
 - a. LBCLLC will not grout the annulus around the drill casing where MPSP is installed in bedrock. An isolation seal will be installed near the top of bedrock, the annulus around MPSP will be grouted through the MPSP ports, and the rock downstage grouted below the MPSP. Where MPSP is not installed and drill casing is socketed into rock, the annulus around the casing will be grouted prior to downstage grouting below the socketed casing.
- o. 31 32 26 Paragraph 1.4
 - a. The specifications allow for advancing through zones less than 72 hours after grouting provided the grout is not erodible. LBCLLC to demonstrate final set time for each grout mix and demonstrate resistance to erosion of each grout mix to establish time after grouting required before advancing in a hole.
- p. 31 32 26 Paragraph 3.1.1.5
 - a. LBCLLC plans to perform the drilling and grouting work on a 6 days per week, 24 hours per day basis when the ground conditions and grouting progress allow. LBCLLC will schedule starting of grouting of hole stages to avoid starting grouting in a stage that may require multiple hours or shifts to complete the grouting of that stage, however, shifts will be extended or scheduled to continue, as required, until the grouting of the stage is complete.
- q. 31 32 26 Paragraph 3.1.17 e
 - a. LBCLLC will address these requirements and demonstrate potential ability for deviation from the specifications during the submittal process, testing of grout mixes, and grouting test program. Any proposed deviations will be subject to PSE acceptance.
- r. 31 32 26 Paragraph 3.1.1
 - a. LBCLLC Grout Program Leader will be on site during day shift supplemented on night shift by qualified Grouting Engineers. Grouting Engineers on the night shift serve in the role of the night shift Grout Program Leader and must be accepted by PSE. Grout Program Leader and senior grouting personnel will be available during both shifts when grouting the downstream grout line in areas of high water flow and high grout take.
- s. 31 55 00 Paragraph 1.7
 - a. If optional holes are required, and are not located along one of the three grout lines, LBCLLC and PSE will coordinate grout hole locations and requirements for risers. If risers are required, costs associated with installing and removal will be tracked on a time and materials basis.
- t. 31 55 00 Paragraph 1.7.2

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- a. All Work Platform (WP) elements installed during construction are to be removed. PSE is no longer considering concrete portions of the WP near the right abutment to remain after completion of work.
- u. 31 80 00 Paragraph 1.1
 - a. LBCLLC will provide a grout monitoring system (IntelliSystem). This system is able to host a web-based or desktop application provided by PSE to display the dam instrumentation data. IntelliSystem does not accept or display any instrumentation data other than instrumentation alarms. The LBCLLC IntelliSystem does not monitor grout plants or pumps. Grout plant and pump data will be recorded by the plant and pump operators and provided to the grouting control center.

Lower Baker Dam Seepage Reduction Project

SECTION 00 21 00-A

BID SCHEDULE
ATTACHMENT A

Refer to Section 00 21 00, BID SCHEDULE for instructions.

| Bid Item | Description | Unit of Measure | Estimated Quantity ⁽¹⁾ | Unit Price | Extended Total |
|----------------------|--|-----------------|-----------------------------------|------------|----------------|
| GENERAL ITEMS | | | | | |
| 001 | PHASE 1 MOBILIZATION | LS | 1 | | |
| 002 | PHASE 2 MOBILIZATION | LS | 1 | | |
| 003 | NOT USED | N/A | N/A | | |
| 004 | DEMOBILIZATION | LS | 1 | | |
| 005 | PHASE 1A PROJECT OVERHEAD - DESIGN AND SUBMITTALS | WK | 12 | | |
| 006 | PHASE 1B PROJECT OVERHEAD - SITE PREPARATION | WK | 20 | | |
| 007 | PHASE 2A PROJECT OVERHEAD - WORK ACCESS CONSTRUCTION | WK | 60 | | |
| 008 | PHASE 2B PROJECT OVERHEAD - SEEPAGE CUTOFF DRILLING AND GROUTING | WK | 69 | | |
| 009 | PHASE 2C PROJECT OVERHEAD - WORK ACCESS REMOVAL | WK | 22 | | |
| 010 | PHASE 3 PROJECT OVERHEAD - DEMOMB/CLOSEOUT | WK | 9 | | |
| 011 | SURVEY | LS | 1 | | |
| 012 | SITE ACCESS, CLEARING, AND GRUBBING | LS | 1 | | |
| 013 | PROJECT SIGNS & SAFETY | LS | 1 | | |
| 014 | TEMPORARY ENVIRONMENTAL CONTROLS | LS | 1 | | |
| 015 | CONTRACTOR'S INSURANCE | LS | 1 | | |

Lower Baker Dam Seepage Reduction Project

| Bid Item | Description | Unit of Measure | Estimated Quantity ⁽¹⁾ | Unit Price | Extended Total |
|--|--|-----------------|-----------------------------------|------------|----------------|
| 016 | PERFORMANCE & PAYMENT BONDS | LS | 1 | | |
| GROUT PROGRAM PREPARATION AND SUPPORT | | | | | |
| 017 | RESERVOIR ACCESS: BARGE AND BOAT ACCESS, DOCKS, WHARVES, AND RAMPS, CRANES, AND MATERIAL HANDLING SYSTEM | LS | 1 | | |
| 018 | WORK PLATFORM | LS | 1 | | |
| 019 | GUIDE SYSTEM FOR DRILLING | LS | 1 | | |
| 020 | WORK ACCESS PAD | LS | 1 | | |
| 021 | ENVIRONMENTAL CONTROLS FOR DRILLING AND GROUTING - MOB/DEMOB | LS | 1 | | |
| 022 | ENVIRONMENTAL CONTROLS FOR DRILLING AND GROUTING - OPERATION AND STOCKPILE WASTE MATERIAL ON SITE | LS | 1 | | |
| 023 | ENVIRONMENTAL CONTROLS FOR DRILLING AND GROUTING - WASTE MATERIAL OFF-SITE DISPOSAL | TN | 7,000 | | |
| 024 | SEEPAGE SEAL | LS | 1 | | |
| SEEPAGE CUTOFF INSTALLATION | | | | | |
| 025 | AUTOMATED GROUTING MONITORING & DATA COLLECTION SYSTEM | LS | 1 | | |
| 026 | NOT USED | N/A | N/A | | |
| 027 | AUTOMATED GROUTING MONITORING & DATA COLLECTION SYSTEM - OPERATION | WK | 95 | | |
| 028 | DIVERSION TUNNEL PLUG | LS | 1 | | |
| 029 | DIVERSION TUNNEL PLUG FILL MATERIAL | CY | 1,000 | | |
| 030 | DRILLING VERTICAL CASED HOLE FROM WORK ACCESS PAD AND RISER PIPE AND MPSP INSTALLATION | LF | 100 | | |

Lower Baker Dam Seepage Reduction Project

| Bid Item | Description | Unit of Measure | Estimated Quantity ⁽¹⁾ | Unit Price | Extended Total |
|----------|--|-----------------|-----------------------------------|------------|----------------|
| 031 | DRILLING VERTICAL CASED HOLE FROM WORK PLATFORM AND RISER PIPE AND MPSP INSTALLATION | LF | 5,500 | | |
| 032 | DRILLING INCLINED CASED HOLE FROM WORK PLATFORM AND RISER PIPE AND MPSP INSTALLATION | LF | 200 | | |
| 033 | DRILLING THROUGH OBSTRUCTIONS | HR | 10 | | |
| 034 | DRILLING THROUGH STRUCTURE - CORED | LF | 450 | | |
| 035 | DRILLING GROUT HOLE BELOW RISER PIPE/MPSP - NO CORE REQUIRED | LF | 14,000 | | |
| 036 | DRILLING GROUT HOLE BELOW RISER PIPE/MPSP - CORE REQUIRED | LF | 28,000 | | |
| 037 | CORE BOXES | EA | 3,100 | | |
| 038 | DRILLING - HOLE SETUP | EA | 2,200 | | |
| 039 | RISER PIPE - SOLID WALL | LF | 25,000 | | |
| 040 | MULTIPLE PORT SLEEVE PIPE | LF | 2,600 | | |
| 041 | MPSP ISOLATION SEAL | EA | 200 | | |
| 042 | DEVIATION ALIGNMENT SURVEY | LF | 68,000 | | |
| 043 | GROUT HOLE OPTICAL AND ACOUSTIC TELEVIEWER LOGGING | LF | 43,000 | | |
| 044A | GROUT HOLE CONNECTIONS | EA | 3,300 | | |
| 044B | GROUT HOLE CONNECTIONS FOR LOW MOBILITY KILL GROUT - SANDED | EA | 100 | | |
| 045 | WATER PRESSURE TESTING | HR | 1,300 | | |
| 046 | PLACING GROUT | HR | 6,600 | | |
| 047 | CASING GROUT | CF | 5,000 | | |
| 048A | HIGH MOBILITY GROUT - MIX A | CF | 50,000 | | |

Lower Baker Dam Seepage Reduction Project

| Bid Item | Description | Unit of Measure | Estimated Quantity ⁽¹⁾ | Unit Price | Extended Total |
|---|--|-----------------|-----------------------------------|------------|----------------|
| 048B | HIGH MOBILITY GROUT - MIX B | CF | 30,000 | \$ | |
| 048C | HIGH MOBILITY GROUT - MIX C | CF | 30,000 | \$ | |
| 048D | HIGH MOBILITY GROUT - MIX D | CF | 30,000 | \$ | |
| 048E | MEDIUM MOBILITY GROUT - MIX E | CF | 10,000 | \$ | |
| 048F | LOW MOBILITY GROUT - MIX F | CF | 10,000 | \$ | |
| 048G1 | LOW MOBILITY GROUT - SANDED - MIX G1 | CF | 2,500 | \$ | |
| 048G2 | LOW MOBILITY GROUT - SANDED - MIX G2 | CF | 2,500 | \$ | |
| 048K1 | MEDIUM MOBILITY KILL GROUT - MIX K1 | CF | 2,500 | \$ | |
| 048K2 | LOW MOBILITY KILL GROUT - MIX K2 | CF | 2,500 | \$ | |
| 048L1 | LOW MOBILITY KILL GROUT - SANDED - MIX L1 | CF | 2,500 | \$ | |
| 048L2 | LOW MOBILITY KILL GROUT - SANDED - MIX L2 | CF | 2,500 | \$ | |
| 049 | BACKFILL MATERIALS FOR GROUT HOLES | CF | 4,500 | \$ | |
| 050 | PSE-DIRECTED STANDBY TIME DURING DRILLING AND GROUTING | HR | 500 | \$ | |
| 051 | PSE-DIRECTED EMERGENCY DEMOBILIZATION FOR FLOOD EVENTS | EA | 3 | \$ | |
| DEMOLITION, SITE RESTORATION, AND VEGETATION | | | | | |
| 052 | COMPOST | CY | 1,100 | \$ | |
| 053 | WOOD CHIPS AND WEED-FREE BARK | CY | 1,100 | \$ | |
| 054 | 2-GALLON TREE | EA | 350 | \$ | |
| 055 | 1-GALLON SHRUB | EA | 3,600 | \$ | |
| 056 | NATIVE EROSION-CONTROL SEED MIX | LB | 10 | \$ | |

Lower Baker Dam Seepage Reduction Project

| Bid Item | Description | Unit of Measure | Estimated Quantity ⁽¹⁾ | Unit Price | Extended Total |
|--------------------------|--|-----------------|-----------------------------------|------------|----------------|
| 057 | EROSION-CONTROL SEED MIX | LB | 3,300 | | |
| 058 | WOOD CELLULOSE FIBER MULCH | LB | 53,000 | | |
| 059 | DEMOLITION | LS | 1 | | |
| DEBRIS MANAGEMENT | | | | | |
| 060 | WOODY DEBRIS MANAGEMENT - MOB/DEMOB | LS | 1 | | |
| 061 | WOODY DEBRIS MANAGEMENT - REMOVAL/RELOCATION | HR | 200 | | |
| | | | Extended Total | | |

NOTE:
 (1) The Estimated Quantities for bid items with blank quantity lines will be provided based on the negotiated project phase durations.

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Lower Baker Dam Seepage Reduction Project

Schedule of Values

Bid Item 001, Phase 1 Mobilization

| Item | Description | Value (%) | Amount | Notes |
|---------------|--|-------------|-----------|--------------------------|
| | Schnabel Engineering Services | 6% | \$ | invoiced during Phase 1A |
| | VAK Engineering - Platform Design | 5% | \$ | invoiced during Phase 1A |
| | Drilling and Grouting Mob Work (offsite) | 4% | \$ | invoiced during Phase 1A |
| | Establish Office Facilities & Temporary Utilities | 34% | \$ | invoiced during Phase 1B |
| | Establish Equipment Storage and Maintenance Facilities | 30% | \$ | invoiced during Phase 1B |
| | Mobilize Equipment (Freight) | 11% | \$ | invoiced during Phase 1B |
| | ROV Mobilization | 10% | \$ | invoiced during Phase 1B |
| Totals | | 100% | \$ | |

Unit Price (per bid schedule) = \$

Notes:

1. Partial payments for this lump sum item shall be made in accordance with the mutually agreed percentage values indicated above for the various parts of the work. It is agreed that payment for this item will be made in accordance with Specification 01 22.00, paragraph 1.8.c as the work progresses, and no part shall be deferred to the final payment, excluding retainage.

Lower Baker Dam Seepage Reduction Project
 Schedule of Values
 Bid Item 002, Phase 2 Mobilization

| Item | Description | Value (%) | Amount |
|------|--|-----------|---------------|
| | Diving Mobilization | 12% | \$ [REDACTED] |
| | Mob Grout Plant and Grout Equipment to Jobsite | 14% | \$ [REDACTED] |
| | Setup/Establish Grout Plant and Distribution Systems | 20% | \$ [REDACTED] |
| | Mob/Setup Water Distribution Plant | 10% | \$ [REDACTED] |
| | Completion of Mobilization for Platform Construction | 30% | \$ [REDACTED] |
| | Main Dam Grout Testing Program | 12% | \$ [REDACTED] |
| | Drilling & Grouting Commissioning and Training | 2% | \$ [REDACTED] |
| | Totals | 100% | \$ [REDACTED] |

Unit Price (per bid schedule) = \$

Notes:

1. Partial payments for this lump sum item shall be made in accordance with the mutually agreed percentage values indicated above for the various parts of the work. It is agreed that payment for this item will be made in accordance with Specification 01 22 00, paragraph 1.8.c as the work progresses, and no part shall be deferred to the final payment, excluding retainage.

Lower Baker Dam Seepage Reduction Project

Schedule of Values

Bid Item 017, Reservoir Access et al

| Item | Description | Value (%) | Amount |
|---------------|--|---------------|----------------------|
| | Initial Mobilization of Cranes and Barges | 30.0% | \$ [REDACTED] |
| | Establish Docks, Ramps, and Crane Pads | 1.5% | \$ [REDACTED] |
| | Relocate Debris Boom and Barrier | 1.5% | \$ [REDACTED] |
| | Reservoir Access during Platform Construction | 37.0% | \$ [REDACTED] |
| | Demobilize Cranes and Barges after Phase 2A | 3.0% | \$ [REDACTED] |
| | Re-Mobilize Cranes and Barges for Phase 2C | 7.0% | \$ [REDACTED] |
| | Demobilize Cranes, Barges, Docks, etc. at end of Project | 20.0% | \$ [REDACTED] |
| Totals | | 100.0% | \$ [REDACTED] |

Unit Price (per bid schedule) = \$

Notes:

1. Partial payments for this lump sum item shall be made in accordance with the mutually agreed percentage values indicated above for the various parts of the work. It is agreed that payment for this item will be made in accordance with Specification 01 22 00, paragraph 1.8.c as the work progresses, and no part shall be deferred to the final payment, excluding retainage.

Lower Baker Dam Seepage Reduction Project
 Schedule of Values
Bid Item 018, Work Platform

| Item | Description | Value (%) | Amount |
|--------|---------------------------------|-----------|---------------|
| | Procure and Fabricate Materials | 13% | \$ [REDACTED] |
| | Tie Down Anchors | 25% | \$ [REDACTED] |
| | Left Abutment/Intake | 10% | \$ [REDACTED] |
| | Main Dam/Right Abutment | 32% | \$ [REDACTED] |
| | Removal | 20% | \$ [REDACTED] |
| Totals | | 100% | \$ [REDACTED] |

Unit Price (per bid schedule) = \$

Notes:

1. Partial payments for this lump sum item shall be made in accordance with the mutually agreed percentage values indicated above for the various parts of the work. It is agreed that payment for this item will be made in accordance with Specification 01 22 00, paragraph 1.8.c as the work progresses, and no part shall be deferred to the final payment, excluding retainage.

Lower Baker Dam Seepage Reduction Project
 Schedule of Values
Bid Item 019, Guide System for Drilling

| Item | Description | Value (%) | Amount |
|-------|---------------------------------|-----------|---------------|
| | Procure and Fabricate Materials | 18% | \$ [REDACTED] |
| | Pre Assembly | 7% | \$ [REDACTED] |
| | Installation | 55% | \$ [REDACTED] |
| | Removal | 20% | \$ [REDACTED] |
| Total | | 100% | \$ [REDACTED] |

Unit Price (per bid schedule) = \$ [REDACTED]

Notes:

1. Partial payments for this lump sum item shall be made in accordance with the mutually agreed percentage values indicated above for the various parts of the work. It is agreed that payment for this item will be made in accordance with Specification 01 22 00, paragraph 1.8.c as the work progresses, and no part shall be deferred to the final payment, excluding retainage.

Lower Baker Dam Seepage Reduction Project
Schedule of Values
Bid Item 025, Automated Grouting Monitoring & Data Collection System

| Item | Description | Value (%) | Amount |
|-------|--|-----------|---------------|
| | To be paid following successful initial setup and calibration of the AGDS system, incorporation of the historical records in the data management system, connection of all instruments and monitoring devices into the AGDS system, and successful demonstration that the data management system is functioning in accordance with the specifications. | 70% | \$ [REDACTED] |
| | To be paid following completion of all verification grouting; and following receipt by PSE of final all records and data collected during the project and input and recorded by the Automated Grouting Monitoring and Data Collection System, fully functional and usable by PSE; As-built/record drawings; and final reports on the drilling and grouting for the completed seepage cutoff. | 30% | \$ [REDACTED] |
| Total | | 100% | \$ [REDACTED] |

Unit Price (per bid schedule) = \$ [REDACTED]

Notes:

1. Partial payments for this lump sum item shall be made in accordance with the mutually agreed percentage values indicated above for the various parts of the work. It is agreed that payment for this item will be made in accordance with Specification 01 22 00, paragraph 1.8.c as the work progresses, and no part shall be deferred to the final payment, excluding retainage.

**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
PROJECT SPECIFICATIONS
ISSUED FOR CONSTRUCTION
DATED SEPTEMBER 14, 2021**

| SECTION NO. | SECTION TITLE |
|-------------|---|
| 00 01 10 | GLOSSARY OF TERMS |
| 00 01 15 | LIST OF DRAWINGS |
| 00 01 20 | SUPPLEMENTAL INFORMATION |
| 00 21 00 | BID SCHEDULE |
| 00 73 00 | SPECIAL CONTRACT REQUIREMENTS |
| 01 11 00 | SUMMARY OF WORK |
| 01 14 05 | SUPPLEMENTARY REQUIREMENTS |
| 01 14 50 | EMERGENCY AND NON-EMERGENCY DEMOBILIZATION |
| 01 22 00 | MEASUREMENT AND PAYMENT |
| 01 32 01 | PROJECT SCHEDULE |
| 01 33 00 | SUBMITTAL PROCEDURES |
| 01 35 26 | SAFETY REQUIREMENTS |
| 01 42 00 | SOURCES FOR REFERENCE PUBLICATIONS |
| 01 45 00 | QUALITY CONTROL |
| 01 50 00 | TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS |
| 01 57 20 | ENVIRONMENTAL MANAGEMENT |
| 01 57 21 | WATER QUALITY STANDARDS AND MONITORING |
| 01 57 22 | TEMPORARY ENVIRONMENTAL CONTROLS |
| 02 41 00 | DEMOLITION |
| 02 81 00 | TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS AND SOLID WASTE |
| 31 05 23 | WOODY DEBRIS MANAGEMENT AND SEEPAGE SEAL |
| 31 11 00 | CLEARING AND GRUBBING |
| 31 32 25 | SUBSURFACE DRILLING, SAMPLING, AND TESTING |
| 31 32 26 | GROUTING |
| 31 55 00 | WORK PLATFORM, WORK ACCESS PAD, AND DRILL CASING AND RISER GUIDE SYSTEM |
| 31 73 00 | DIVERSION TUNNEL PLUG |
| 31 80 00 | AUTOMATED GROUTING MONITORING AND DATA COLLECTION SYSTEM |
| 31 80 10 | INSTRUMENTATION AND MONITORING |
| 32 93 00 | SITE RESTORATION AND VEGETATION |

**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
PROJECT DRAWINGS
ISSUED FOR CONSTRUCTION
DATED SEPTEMBER 14, 2021**

| SHEET NO. | DRAWING NO. | DRAWING TITLE |
|-----------|---------------|--|
| 1 | LBK-SRP-G-01 | COVER SHEET |
| 2 | LBK-SRP-G-02 | LIST OF DRAWINGS, LEGEND, AND ABBREVIATIONS |
| 3 | LBK-SRP-G-03 | SITE PLAN |
| 4 | LBK-SRP-G-04 | SITE SURVEY CONTROL AND DATUMS |
| 5 | LBK-SRP-C-01 | PROJECT WORK ACCESS |
| 6 | LBK-SRP-C-02 | FLOATING SURFACE COLLECTOR AND DEBRIS BOOM |
| 7 | LBK-SRP-C-03 | TEMPORARY EROSION AND SEDIMENT CONTROL PLAN (1 OF 3) |
| 8 | LBK-SRP-C-04 | TEMPORARY EROSION AND SEDIMENT CONTROL PLAN (2 OF 3) |
| 9 | LBK-SRP-C-05 | TEMPORARY EROSION AND SEDIMENT CONTROL PLAN (3 OF 3) |
| 10 | LBK-SRP-C-06 | PROPOSED CONDITIONS SITE PLAN (1 OF 2) |
| 11 | LBK-SRP-C-07 | PROPOSED CONDITIONS SITE PLAN (2 OF 2) |
| 12 | LBK-SRP-C-08 | DEMOLITION PLAN |
| 13 | LBK-SRP-C-09 | AMTS MONITORING AREAS |
| 14 | LBK-SRP-C-10 | EXISTING UTILITIES |
| 15 | LBK-SRP-C-11 | EXISTING PIEZOMETER LOCATIONS |
| 16 | LBK-SRP-CF-01 | SEEPAGE SEAL |
| 17 | LBK-SRP-CG-01 | SEEPAGE CUTOFF LAYOUT |
| 18 | LBK-SRP-CG-02 | SEEPAGE CUTOFF SECTION LAYOUT PLAN (1 OF 2) |
| 19 | LBK-SRP-CG-03 | SEEPAGE CUTOFF SECTION LAYOUT PLAN (2 OF 2) |
| 20 | LBK-SRP-CG-04 | GROUT HOLE NUMBERING (1 OF 3) |
| 21 | LBK-SRP-CG-05 | GROUT HOLE NUMBERING (2 OF 3) |
| 22 | LBK-SRP-CG-06 | GROUT HOLE NUMBERING (3 OF 3) |
| 23 | LBK-SRP-CG-07 | DOWNSTREAM GROUT HOLE SCHEDULE |
| 24 | LBK-SRP-CG-08 | UPSTREAM GROUT HOLE SCHEDULE |
| 25 | LBK-SRP-CG-09 | VERIFICATION GROUT HOLE SCHEDULE AND CONTROL POINT TABLE |
| 26 | LBK-SRP-CG-10 | SEEPAGE CUTOFF CONSTRUCTION SEQUENCE PROFILE (1 OF 4) |
| 27 | LBK-SRP-CG-11 | SEEPAGE CUTOFF CONSTRUCTION SEQUENCE PROFILE (2 OF 4) |
| 28 | LBK-SRP-CG-12 | SEEPAGE CUTOFF CONSTRUCTION SEQUENCE PROFILE (3 OF 4) |
| 29 | LBK-SRP-CG-13 | SEEPAGE CUTOFF CONSTRUCTION SEQUENCE PROFILE (4 OF 4) |
| 30 | LBK-SRP-CG-14 | SEEPAGE CUTOFF CONSTRUCTION SEQUENCE SECTIONS |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
PROJECT DRAWINGS
ISSUED FOR CONSTRUCTION
DATED SEPTEMBER 14, 2021**

| SHEET NO. | DRAWING NO. | DRAWING TITLE |
|-----------|---------------|---|
| 31 | LBK-SRP-CG-15 | SEEPAGE CUTOFF SECTIONS A AND B |
| 32 | LBK-SRP-CG-16 | SEEPAGE CUTOFF SECTION C (DOWNSTREAM GROUT LINE) |
| 33 | LBK-SRP-CG-17 | SEEPAGE CUTOFF SECTIONS AA AND BB |
| 34 | LBK-SRP-CG-18 | SEEPAGE CUTOFF SECTION CC (UPSTREAM GROUT LINE) |
| 36 | LBK-SRP-CG-19 | SEEPAGE CUTOFF SECTIONS E AND F |
| 36 | LBK-SRP-CG-20 | SEEPAGE CUTOFF SECTIONS G AND H |
| 37 | LBK-SRP-CG-21 | SEEPAGE CUTOFF SECTIONS I AND J |
| 38 | LBK-SRP-CG-22 | SEEPAGE CUTOFF SECTIONS K AND L |
| 39 | LBK-SRP-CG-23 | SEEPAGE CUTOFF SECTIONS M |
| 40 | LBK-SRP-CG-24 | SEEPAGE CUTOFF SECTION Q |
| 41 | LBK-SRP-CG-25 | SEEPAGE CUTOFF SECTION R |
| 42 | LBK-SRP-CG-26 | SEEPAGE CUTOFF SECTION S |
| 43 | LBK-SRP-CG-27 | INTAKE STRUCTURE GROUT HOLES |
| 44 | LBK-SRP-CG-28 | DETAILS |
| 45 | LBK-SRP-EP-01 | TEMPORARY EROSION AND SEDIMENT CONTROL DETAILS (1 OF 4) |
| 46 | LBK-SRP-EP-02 | TEMPORARY EROSION AND SEDIMENT CONTROL DETAILS (2 OF 4) |
| 47 | LBK-SRP-EP-03 | TEMPORARY EROSION AND SEDIMENT CONTROL DETAILS (3 OF 4) |
| 48 | LBK-SRP-EP-04 | TEMPORARY EROSION AND SEDIMENT CONTROL DETAILS (4 OF 4) |
| 49 | LBK-SRP-ES-01 | SITE RESTORATION (1 OF 3) |
| 50 | LBK-SRP-ES-02 | SITE RESTORATION (2 OF 3) |
| 51 | LBK-SRP-ES-03 | SITE RESTORATION (3 OF 3) |
| 52 | LBK-SRP-ES-04 | SITE RESTORATION PLAN SCHEDULE AND SEED MIXES |
| 53 | LBK-SRP-ES-05 | SITE RESTORATION NOTES AND DETAIL |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX A - PROJECT SPECIFIC REPORTS**

| DOCUMENT TITLE |
|--|
| 2019 Geotechnical Interpretive Report (Draft), Lower Baker Dam. (20 p.; 2676 p. total, including appendices) |
| 2019 Design Documentation Report, Lower Baker Dam Seepage Reduction Project. (94 p.) |
| 2019 Geotechnical Recommendations Report, Lower Baker Dam Seepage Reduction Project – Work Area Slope Stability, Concrete, Washington, prepared for Puget Sound Energy by Shannon & Wilson, dated July 3. (411 p.) |
| 2019 Left Abutment Baseline Conditions (1 p.) |
| 2020 Geotechnical Data Report, Geotechnical Data and Laboratory Testing, Lower Baker Dam, dated October 28. (1813 p.) |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX B - PREVIOUS GEOTECHNICAL REPORTS**

| DOCUMENT TITLE |
|---|
| 2002, Geologic Reconnaissance and Assessment of Seepage Conditions, Lower Baker Dam, prepared by Shannon & Wilson, Inc., dated June. (63 p.) |
| 2010, Rock Abutment Stability Assessment, Rev. 3, prepared by Shannon & Wilson, Inc., dated November 18. (282 p.) |
| 2013, Geotechnical Data Report, Puget Sound Energy, Lower Baker Dam Flood Wall Project, FERC No. 2150, prepared for McMillen, LLC. by Jacobs Associates, dated March 15. (144 p.) |
| 2013, Geotechnical Design Report, Puget Sound Energy, Lower Baker Dam Flood Wall Project, FERC No. 2150, prepared for McMillen, LLC. by Jacobs Associates, dated March 15. (76 p.) |
| 2014, Baker River Hydroelectric Project, Lower Baker Development, Potential Failure Modes Analysis Report, prepared by HDR Engineering, Inc., dated November. (202 p.) |
| 2015, Final Report, Baker River Project, Probabilistic Seismic Hazard Analysis and updated Deterministic Seismic Hazard Analysis, prepared by Shannon & Wilson, Inc., dated April 6. (182 p.) |
| 2016, Lower Baker Dam – 1927 Extension of Apron, Puget Sound Energy, dated December. (52 p.) |
| 2019, Baker River Hydroelectric Project, Lower Baker Development, Potential Failure Modes Analysis Report, prepared by HDR Engineering, Inc., dated October. (141 p.) |
| 2020, Geotechnical Report, Earthquake Time History Development for Baker River Project, prepared by Shannon & Wilson, Inc., dated November 5. (120 p.) |
| 2021, Rock Mass Failure Report, Earthquake Time History Development for Baker River Project, prepared by Shannon & Wilson, Inc., dated April 2. (171 p.) |

**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX C - HISTORICAL GROUTING PROGRAMS**

| DOCUMENT TITLE |
|--|
| 1932, Memorandum to G.C. Sears from C.K. Hatcher, re: Baker River Dam, dated September 1. (2 p.) |
| 1944, Memorandum to L.E. Karrer from C.F. Torrell, re: Baker River Dam, dated August 11. (2 p.) |
| 1948, Memorandum to G.C. Sears from A.S. Miller, re: Leaks at Baker River Dam, dated May 20. (2 p.) |
| 2013, Civil 3D Computer Models of Dam with 1960 and 1983 Grout Holes. (10 sheets) |
| 1934, Final Report of Baker Dam Repairs, Puget Sound Power & Light Company, prepared by Stone & Webster Engineering Corporation, dated July 1. (43 p.) |
| 1934, Drawing No. 5496-1, Baker River Dam Repairs, Plan and Elevation of Diamond Drill Holes, dated May 23. (1 sheet) |
| 1934, Drawing No. 5496-2, Baker River Dam Repairs, Longitudinal Elevations of Diamond Drill Holes, dated May 23. (1 sheet) |
| 1946, Final Report with Unit Costs of Additional Repairs to Baker River Dam, prepared by Stone & Webster Engineering Corporation, dated February 8. (29 p.) |
| 1959, Figure dated 1944 and Notes on Leakage Through Abutments of Lower Baker Dam, Baker River Project, prepared by Stone & Webster Engineering Corporation. (3 p.) |
| 1959, Drawing No. FQ-314LB, As-Built, Lower Baker Dam Abutments, Sheet #2, prepared by Stone & Webster Engineering Corporation, issued June 19. (1 sheet) |
| 1959, Drawing No. FD-295LB, As-Built, Lower Baker Dam Abutments, prepared by Stone & Webster Engineering Corporation, issued September 22. (1 sheet) |
| 1959, Drawing No. HSK 061158-A, Section at Upstream Face of Dam, Sheet 1 – Eastern End, prepared by Stone & Webster Engineering Corporation, dated June 8. (1 sheet) |

**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX C - HISTORICAL GROUTING PROGRAMS**

| DOCUMENT TITLE |
|---|
| 1959, Drawing No. HSK 061158-B, Section at Upstream Face of Dam, Sheet 2 – Western End, prepared by Stone & Webster Engineering Corporation, dated June 8. (1 sheet) |
| 1959, Notes on Leakage through Abutments of Lower Baker Dam Baker River Project, dated June 16. (5 p.) |
| 1960, Asphalt Foundation Grouting, Lower Baker River Plant, Daily Field and Diving Summaries for July 18, 1960 to August 12, 1960. (19 p.) |
| (Undated) Figure; Appendix A, Drilling and Grouting Records for Holes 101-W to 112-W; and Appendix B, Drilling and Grouting Records for Holes 101-E to 107-E. (24 sheets) |
| 1960 Sketch: "Plan of Underwater Soundings, Lower Baker Plant". (1 sheet) |
| 1983, Geotechnical Report, Lower Baker Dam, Abutment Grouting, 1982-1983, prepared by Shannon & Wilson, dated September. (253 p.) |
| (Undated) Hydro Operation & Maintenance Workshop, Deep Rock Grouting of Dam Abutments Using Chemical Grouts, prepared by Thomas A. Moody, Power Production Engineer, Power Production Department. (13 p.) |

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**LOWER BAKER SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX D - PSE CREST IMPROVEMENT PROJECT FOR LBK**

2021 Volume 2 - Construction Drawings, Baker River Hydro Project, Lower Baker Dam - Dam Crest Improvement Project
Issued for 45% Design Review, prepared by McMillen Jacobs Associates

| DRAWING NO. | DRAWING TITLE | REVISION NO. | REVISION DATE |
|-------------|--|--------------|---------------|
| G001 | Dam Crest Improvements Location Map and Vicinity Map | A | March 2021 |
| G002 | Dam Crest Improvements Drawing Index 1 | A | March 2021 |
| G003 | Dam Crest Improvements Drawing Index 2 | A | March 2021 |
| G004 | Dam Crest Improvements Standard Abbreviations | A | March 2021 |
| G005 | Dam Crest Improvements Overall Site Plan | A | March 2021 |
| G006 | Dam Crest Improvements General Site Plan & Contractor Staging Area | A | March 2021 |
| G007 | Dam Crest Improvements Piping Schedules | A | March 2021 |
| D130 | Dam Crest Improvements Right Abutment Demolition Plan | A | March 2021 |
| D131 | Dam Crest Improvements Electrical Demolition Plan Right Abutment | A | March 2021 |
| D170 | Dam Crest Improvements - Right Abutment Demolition Sections & Details | A | March 2021 |
| D230 | Dam Crest Improvements Existing Spillway Demolition Plan | A | March 2021 |
| D231 | Dam Crest Improvements Existing Deck Demolition Plan | A | March 2021 |
| D232 | Dam Crest Improvements Electrical Demolition Plan - Spillway | A | March 2021 |
| D250 | Dam Crest Improvements Spillway Demolition Elevations | A | March 2021 |
| D270 | Dam Crest Improvements Spillway Demolition Sections | A | March 2021 |
| D330 | Dam Crest Improvements Left Abutment - Demolition Plan | A | March 2021 |
| D331 | Dam Crest Improvements Electrical Demolition Plan - Left Abutment | A | March 2021 |
| D332 | Dam Crest Improvements Electrical Demolition Plan - Intake Area | A | March 2021 |
| D370 | Dam Crest Improvements Left Abutment Demolition Section | A | March 2021 |
| D430 | Dam Crest Improvements Demolition Plan - Intake Gate House Mezzanine | A | March 2021 |
| D431 | Dam Crest Improvements Demolition Plan - Intake Gate House Upper Level | A | March 2021 |
| EC001 | Erosion and Sediment Control Typical Details | A | March 2021 |
| EC300 | Left Abutment Erosion and Sediment Control Plan | A | March 2021 |
| C001 | Dam Crest Improvements General Civil Notes | A | March 2021 |
| C002 | Standard Civil Details | A | March 2021 |
| C160 | Right Abutment Details and Sections | A | March 2021 |
| C330 | Left Abutment Overall Plan | A | March 2021 |
| C530 | Baker River Road Security Fence Plan | A | March 2021 |
| S130 | Right Non-Overflow Abutment Plan and Section | A | March 2021 |
| S160 | Right Non-Overflow Abutment Sections and Details 1 | A | March 2021 |
| S230 | Dam Crest Improvements Spillway Crest Plan | A | March 2021 |
| S231 | Dam Crest Improvements Spillway Plan at El 442.35 | A | March 2021 |
| S232 | Dam Crest Improvements Spillway Bridge Deck Plan | A | March 2021 |
| S240 | Dam Crest Improvements Spillway Plan Details | A | March 2021 |
| S250 | Dam Crest Improvements Spillway Elevations | A | March 2021 |
| S263 | Dam Crest Improvements Spillway Crest Sections and Details 1 | A | March 2021 |
| S264 | Dam Crest Improvements Spillway Pier Sections and Details 2 | A | March 2021 |
| S330 | Dam Crest Improvements Left Abutment Gate Maintenance Bays | A | March 2021 |

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**LOWER BAKER SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX D - PSE CREST IMPROVEMENT PROJECT FOR LBK**

2021 Volume 2 - Construction Drawings, Baker River Hydro Project, Lower Baker Dam - Dam Crest Improvement Project
Issued for 45% Design Review, prepared by McMillen Jacobs Associates

| DRAWING NO. | DRAWING TITLE | REVISION NO. | REVISION DATE |
|-------------|---|--------------|---------------|
| S360 [1] | Left Abutment Sections and Details 1 [1] | A | March 2021 |
| S361 | Left Abutment Sections and Details 2 | A | March 2021 |
| S360 [2] | Left Abutment Sections and Details 1 [2] | A | March 2021 |
| S511 | Dam Crest Improvements Spillway Gate Assembly Isometric | A | March 2021 |
| S512 | Dam Crest Improvements Spillway Small Gate Assembly Isometric | A | March 2021 |
| S531 | Dam Crest Improvements Spillway Gate Framing Plans and Elevations | A | March 2021 |
| S532 [1] | Dam Crest Improvements Spillway Small Gate Framing Plans and Elevations [1] | A | March 2021 |
| S532 [2] | Dam Crest Improvements Spillway Small Gate Framing Plans and Elevations [2] | A | March 2021 |
| M001 | Dam Crest Improvements Mechanical Schedule | A | March 2021 |
| M231 | Gate Hoist Arrangement Plan | A | March 2021 |
| M350 | Gate Repair Pit Plan and Elevation | A | March 2021 |
| M430 | Intake Gate House Plan | A | March 2021 |
| M431 | Water Supply Station Plan, Elevation and Details | A | March 2021 |
| M540 | Gantry Crane Plan and Profile | A | March 2021 |
| M571 | Gate Roller Assembly Plan and Section | A | March 2021 |
| E005 | Dam Crest Improvements Electrical Overall One-Line Diagram | A | March 2021 |
| E030 | Dam Crest Improvements Automation Architecture and Network Configuration | A | March 2021 |
| E110 | Dam Crest Improvements Electrical Power Plan Right Abutment | A | March 2021 |
| E111 | Dam Crest Improvements Electrical Lighting Plan Right Abutment | A | March 2021 |
| E112 | Dam Crest Improvements Electrical Power Plan - Downlooker | A | March 2021 |
| E130 | Dam Crest Improvements Electrical Instrumentation Plan - Right Abutment | A | March 2021 |
| E210 | Dam Crest Improvements Electrical Power Plan - Spillway Right | A | March 2021 |
| E211 | Dam Crest Improvements Electrical Lighting Plan - Spillway Right | A | March 2021 |
| E212 | Dam Crest Improvements Electrical Power Plan - Spillway Left | A | March 2021 |
| E213 | Dam Crest Improvements Electrical Lighting Plan - Spillway Left | A | March 2021 |
| E220 | Dam Crest Improvements Electrical Security Plan - Spillway Right | A | March 2021 |
| E221 | Dam Crest Improvements Electrical Security Plan - Spillway Left | A | March 2021 |
| E230 | Dam Crest Improvements Electrical Instrumentation Plan - Spillway Right | A | March 2021 |
| E231 | Dam Crest Improvements Electrical Instrumentation Plan - Spillway Left | A | March 2021 |
| E310 | Dam Crest Improvements Electrical Power Plan - Left Abutment | A | March 2021 |
| E311 | Dam Crest Improvements Electrical Lighting Plan - Left Abutment | A | March 2021 |
| E312 | Dam Crest Improvements Electrical Power Plan - Intake Area | A | March 2021 |
| E313 | Dam Crest Improvements Electrical Lighting Plan - Intake Area | A | March 2021 |
| E314 | Dam Crest Improvements Electrical Power Plan - Security Gate | A | March 2021 |
| E315 | Dam Crest Improvements Electrical Lighting Plan - Security Gate | A | March 2021 |
| E320 | Dam Crest Improvements Electrical Security Plan - Left Abutment | A | March 2021 |
| E321 | Dam Crest Improvements Electrical Security Plan - Intake Area | A | March 2021 |
| E322 | Dam Crest Improvements Electrical Security Plan - Security Gate | A | March 2021 |

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**LOWER BAKER SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX D - PSE CREST IMPROVEMENT PROJECT FOR LBK**

2021 Volume 2 - Construction Drawings, Baker River Hydro Project, Lower Baker Dam - Dam Crest Improvement Project
Issued for 45% Design Review, prepared by McMillen Jacobs Associates

| DRAWING NO. | DRAWING TITLE | REVISION NO. | REVISION DATE |
|-------------|--|--------------|---------------|
| E330 | Dam Crest Improvements Electrical Instrumentation Plan - Left Abutment | A | March 2021 |
| E332 | Dam Crest Improvements Electrical Instrumentation Plan - Intake Area | A | March 2021 |
| E410 | Dam Crest Improvements Electrical Power Plan - Intake Gate House Mezzanine | A | March 2021 |
| E411 | Dam Crest Improvements Electrical Lighting Plan - Intake Gate House Mezzanine | A | March 2021 |
| E412 | Dam Crest Improvements Electrical Power Plan - Intake Gate House Upper Level | A | March 2021 |
| E413 | Dam Crest Improvements Electrical Lighting Plan - Intake Gate House Upper Level | A | March 2021 |
| E420 | Dam Crest Improvements Electrical Security Plan - Intake Gate House Mezzanine | A | March 2021 |
| E430 | Dam Crest Improvements Electrical Instrumentation Plan - Intake Gate House Upper Level | A | March 2021 |
| E550 | Dam Crest Improvements Spillway Gate Panel Layout and BOM | A | March 2021 |
| E750 | Dam Crest Improvements Spillway Gate 1 Schematic Diagram 1 | A | March 2021 |
| E751 | Dam Crest Improvements Spillway Gate 1 Schematic Diagram 2 | A | March 2021 |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX E - DAM CONSTRUCTION, AS-BUILT, AND SURVEY DRAWINGS**

| DRAWING NO./DESIGNATION | DRAWING TITLE | REV. NO. | DRAWING DATE | PREPARED BY |
|-------------------------------|---|----------|--------------|-----------------|
| E-SW44/BAK-C-01 | Baker River Development Topography of Power Site | -- | | Stone & Webster |
| E-SW-50/LBK-C-03/J-17 | Contour Map of Dam and Power House Site | -- | 07/31/1924 | Stone & Webster |
| F-SW1465/LBK-C-04/4186-1 [1] | Topographical Map of Dam Site [1] | -- | 01/20/1924 | Stone & Webster |
| F-SW1470/LBK-C-04/4186-17 | Timber Gate for Tunnel Closure at Temporary Intake | -- | 08/09/1924 | Stone & Webster |
| F-SW1471/LBK-C-04/4186-18 [1] | Baker River Cofferdams Above and Below Dam Site [1] | -- | 08/01/1924 | Stone & Webster |
| F-SW1472/LBK-C-04/4186-20 | Cross-Sections - Baker River Dam | -- | 08/28/1924 | Stone & Webster |
| F-SW1473/LBK-C-04/4186-21 | Details for Final Closure Baker River Dam Construction | -- | 09/04/1924 | Stone & Webster |
| F-SW1474/LBK-C-04/4186-23 | Map of Proposed Baker River Reservoir | -- | 11/03/1925 | Stone & Webster |
| F-SW1475/LBK-C-04/4186-24 | Portion of Baker River & Shuksan R.R. Conveyed to Puget Sound Power & Light Company | -- | 12/27/1924 | Stone & Webster |
| F-SW1589/LBK-C-05/4186-246 | Map Showing Preliminary and Temporary Construction | -- | 07/15/1924 | Stone & Webster |
| H-SW432/LBK-C-05/4186-7 | Cross Section of Baker River Canyon | -- | 01/24/1924 | Stone & Webster |
| F-SW1465/LBK-C-04/4186-1 [2] | Topographical Map of Dam Site [2] | -- | 01/20/1924 | Stone & Webster |
| F-SW1471/LBK-C-04/4186-18 [2] | Baker River Cofferdams Above and Below Dam Site [2] | -- | 08/01/1924 | Stone & Webster |
| F-SW1521/LBK-C-04/4186-134 | General Plans & Details Flood Gate Piers on Dam Crest | -- | 07/23/1925 | Stone & Webster |
| F-SW1542/LBK-C-04/4186-175 | Details of Main Gates and Guides - Intake to Tunnel | -- | 07/24/1925 | Stone & Webster |
| F-SW1558/LBK-C-04/4186-199 | Plan & Horizontal Section - Reinforcement Intake to Pressure Tunnel | -- | 09/03/1925 | Stone & Webster |
| F-SW1560/LBK-C-05/4186-201 | Cross Sections B-B, C-C - Reinforcement Intake to Pressure Tunnel | -- | 09/02/1925 | Stone & Webster |
| F-SW1562/LBK-C-05/4186-203 | Longitudinal Section A-A - Masonry Intake to Pressure Tunnel | -- | 09/11/1925 | Stone & Webster |
| F-SW1563/LBK-C-05/4186-204 | Plan and Horizontal Section - Masonry Intake to Pressure Tunnel | -- | 09/14/1925 | Stone & Webster |
| F-SW1565/LBK-C-05/4186-206 | Front Elevation Intake to Pressure Tunnel | -- | 09/04/1925 | Stone & Webster |
| F-SW1566/LBK-C-05/4186-207 | Cross Sections B-B, C-C - Masonry Intake to Pressure Tunnel | -- | 09/01/1925 | Stone & Webster |
| F-SW1572/LBK-C-05/4186-214 | Structural Steel Framework Gate House at Tunnel Intake | -- | 10/02/1925 | Stone & Webster |
| F-SW1575/LBK-C-05/4186-218 | Assembly of Main Head Gates Intake to Pressure Tunnel | -- | 10/16/1925 | Stone & Webster |
| F-SW1577/LBK-C-05/4186-220 | Plans, Elevations & Sections - Masonry Gate House at Intake | -- | 10/19/1925 | Stone & Webster |
| F-SW1578/LBK-C-05/4186-221 | Plans and Elevations - Reinforcement Gate House at Intake | -- | 10/16/1925 | Stone & Webster |
| F-SW1579/LBK-C-05/4186-222 | Rack Bar Assembly and Cast Steel Guides Intake to Pressure Tunnel | -- | 10/13/1925 | Stone & Webster |
| F-SW1580/LBK-C-05/4186-223 | Floor Plan and Building Details Gate House at Tunnel Intake | -- | 10/04/1925 | Stone & Webster |
| F-SW1581/LBK-C-05/4186-224 | Miscellaneous Steel Details Intake to Pressure Tunnel | -- | 10/21/1925 | Stone & Webster |
| F-SW1582/LBK-C-05/4186-225 | Maximum Cross Section and Crest Detail Baker River Dam No. 1 | -- | 11/03/1925 | Stone & Webster |
| F-SW1583/LBK-C-05/4186-226 | General Plan of Dam and Intake | -- | 11/10/1925 | Stone & Webster |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX E - DAM CONSTRUCTION, AS-BUILT, AND SURVEY DRAWINGS**

| DRAWING NO./DESIGNATION | DRAWING TITLE | REV. NO. | DRAWING DATE | PREPARED BY |
|----------------------------|---|----------|--------------|---------------------------|
| F-SW1559/LBK-C-04/4186-200 | Longitudinal Section A-A - Reinforcement Intake to Pressure Tunnel | -- | 09/02/1925 | Stone & Webster |
| E-SW49/LBK-C-03/J-246 | Plant Layout | -- | 03/09/1926 | Stone & Webster |
| E-SW138/LBK-C-T1/J-168A | Triangulation Map | -- | 08/06/1926 | Stone & Webster |
| F-SW1666/LBK-C-05/4186-256 | Gate Piers on Crest of Dam | -- | 04/15/1927 | Stone & Webster |
| F-SW1668/LBK-C-05/4186-259 | Piers for Remote Control Gates Gate Lift Connex. Dam Apron Protection | -- | 04/23/1927 | Stone & Webster |
| F-SW1669/LBK-C-05/4186-260 | Plan and Elevation of Dam to El. 435 | -- | 04/23/1927 | Stone & Webster |
| F-SW1940/4186-264 | Addition to Intake Platform | -- | 06/18/1928 | Stone & Webster |
| 15331-B | | -- | 05/28/1925 | Spray Engineering Company |
| S-522/LBK-C-06 | Plan Baker River Dam | -- | 10/20/1933 | Puget Sound Power & Light |
| E-73/LBK-C-T1 | Baker River Dam Cross Sections Showing Excavations | -- | 11/28/1934 | Puget Sound Power & Light |
| S-609-1/LBK-C-06 | 1936 Baker River Dam | -- | 1936 | |
| S-609-2/LBK-C-06 | 1937 Baker River Dam | -- | 1937 | |
| S-609-3/LBK-C-06 | 1938 Baker River Dam | -- | 1938 | |
| S-609-5/LBK-C-06 | 1936-1939 Baker River Dam | -- | 1936-1939 | |
| S-609-6/LBK-C-06 | Topographical Map of Dam Site after Completion of Excavations | -- | | |
| S-609-7/LBK-C-06 | Sectional Plan Thru Dam at 435 Ft Contour | -- | | |
| S-608-8/LBK-C-06 | Sectional Plan Thru Dam at 423 Ft Contour Dam Crest | -- | | |
| S-608-9/LBK-C-06 | Sectional Plan Thru Dam at 400 Ft Contour | -- | | |
| S-609-10/LBK-C-06 | Sectional Plan Thru Dam at 375 Ft Contour | -- | | |
| S-609-11/LBK-C-06 | Sectional Plan Thru Dam at 350 Ft Contour | -- | | |
| S-609-12/LBK-C-06 | Sectional Plan Thru Dam at 325 Ft Contour | -- | | |
| S-609-13/LBK-C-06 | Sectional Plan Thru Dam at 300 Ft Contour | -- | | |
| S-609-14/LBK-C-06 | Sectional Plan Thru Dam at 275 Ft Contour | -- | | |
| S-609-15/LBK-C-06 | Sectional Plan Thru Dam at 250 Ft Contour | -- | | |
| S-609-16/LBK-C-06 | Sectional Plan Thru Dam at 225 Ft Contour | -- | | |
| S-609-17/LBK-C-06 | Sectional Plan Thru Dam at 200 Ft Contour | -- | | |
| S-609-18/LBK-C-06 | Sectional Plan Thru Dam at 175 Ft Contour | -- | | |
| S-609-19/LBK-C-06 | Longitudinal Section thru Dam along Arc of Center Line of Dam at the Various Elevations | -- | | |
| S-609-20/LBK-C-06 | Cross-Sections | -- | | |
| S-609-21/LBK-C-06 | Stress Analysis of Dam for Stability as a Gravity Dam | -- | | |

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LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX E - DAM CONSTRUCTION, AS-BUILT, AND SURVEY DRAWINGS

| DRAWING NO./DESIGNATION | DRAWING TITLE | REV. NO. | DRAWING DATE | PREPARED BY |
|--|--|----------|----------------------|----------------------------------|
| Supplementary Exhibit L-SH 9548.02-FH-RIT/LBK-C-02 | Plans and Details of Gravity-Arch Dam | -- | 05/17/1957 | Stone & Webster |
| 05069TPO.DWG, Sheet 1 of 6 | Topographic Survey for Puget Sound Energy in the southwest quarter of Section 2, TWP 35 N, Rge 8 E, W.M. | -- | 08/10/2007 | Leonard, Boudinot & Skodje, Inc. |
| 05069TPO.DWG, Sheet 2 of 6 | Topographic Survey for Puget Sound Energy in the southwest quarter of Section 2, TWP 35 N, Rge 8 E, W.M. | -- | 06/30/2005 | Leonard, Boudinot & Skodje, Inc. |
| 05069TPO.DWG, Sheet 3 of 6 | Topographic Survey for Puget Sound Energy in the southwest quarter of Section 2, TWP 35 N, Rge 8 E, W.M. | -- | 06/30/2005 | Leonard, Boudinot & Skodje, Inc. |
| 05069TPO.DWG, Sheet 4 of 6 | Topographic Survey for Puget Sound Energy in the southwest quarter of Section 2, TWP 35 N, Rge 8 E, W.M. | -- | 06/30/2005 | Leonard, Boudinot & Skodje, Inc. |
| 05069TPO.DWG, Sheet 5 of 6 | Topographic Survey for Puget Sound Energy in the southwest quarter of Section 2, TWP 35 N, Rge 8 E, W.M. | -- | 06/30/2005 | Leonard, Boudinot & Skodje, Inc. |
| 05069PROFILE.DWG, Sheet 6 of 6 | Profile Drawing for Puget Sound Energy in the southwest quarter of Section 2, TWP 35 N, Rge 8 E, W.M. | -- | 11/18/2005 | Leonard, Boudinot & Skodje, Inc. |
| F-1 | General Plan & Profile Lower Baker, F-1 | -- | 04/10/2009 (revised) | Puget Sound Energy |
| F-2 | Plan & Details of Gravity Arch Dam Lower Baker, F-2 | -- | 04/10/2009 (revised) | Puget Sound Energy |
| GN-161 | Floating Surface Collector Guide Net Site Plan | 1 | 12/01/2010 | MWH |
| GN-163 | Floating Surface Collector Guide Net and NTS Overview - Isometric | 2 | 08/08/2011 | MWH |
| GN-164 | Floating Surface Collector Guide Net Elevation View - I | 2 | 12/01/2010 | MWH |
| GN-165 | Floating Surface Collector Guide Net Elevation View - II | 2 | 12/01/2010 | MWH |
| GN-167 | Floating Surface Collector Guide Net Typical Panel | 2 | 12/01/2010 | MWH |
| GN-172 | Floating Surface Collector Backing Panel at Connection to NTS | 2 | 12/01/2010 | MWH |
| GN-175 | Floating Surface Collector Guide Net Deflation Sequencing | 1 | 12/01/2010 | MWH |
| GN-183 | Floating Surface Collector Central Lead Net | 2 | 12/01/2010 | MWH |
| C-500 | Shore Side Facilities Pier and Access Site Plan | 0 | 06/30/2011 | MWH |
| C-501 | Shore Side Facilities Horizontal Control Plan | A | 06/30/2011 | MWH |
| C-502 | Shore Side Facilities Access Road Plan and Profile | 0 | 06/30/2011 | MWH |
| C-503 | Shore Side Facilities Access Road Sections and Details | 0 | 06/30/2011 | MWH |
| C-504 | Shore Side Facilities Pier Grading Plan | 0 | 06/30/2011 | MWH |
| C-505 | Shore Side Facilities Civil Sections | 0 | 06/30/2011 | MWH |
| C-506 | Shore Side Facilities Guard Rail and Fencing Details | 0 | 06/30/2011 | MWH |
| C-507 | Shore Side Facilities Stormwater Drainage Plan and Sections | 0 | 06/30/2011 | MWH |
| C-508 | Shore Side Facilities Stormwater Details | 0 | 06/30/2011 | MWH |
| E-501 | Shore Side Facilities Electrical Plan | 1 | 06/30/2011 | MWH |
| E-502 | Shore Side Facilities Electrical Details, Sheet 1 | 1 | 06/30/2011 | MWH |
| E-503 | Shore Side Facilities Electrical Details, Sheet 2 | 1 | 06/30/2011 | MWH |
| E-504 | Shore Side Facilities Electrical Details, Sheet 3 | 0 | 06/30/2011 | MWH |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX E - DAM CONSTRUCTION, AS-BUILT, AND SURVEY DRAWINGS**

| DRAWING NO./DESIGNATION | DRAWING TITLE | REV. NO. | DRAWING DATE | PREPARED BY |
|-------------------------|---|----------|-------------------|------------------------|
| M-500 | Shore Side Facilities Pier and Dock Utility Water Plan, Sections, and Details | 1 | 06/21/2011 | MWH |
| M-501 | Shore Side Facilities Pier and Dock Utility Water Details | 0 | 06/30/2011 | MWH |
| M-510 | Shore Side Facilities Jib Crane Plan and Details | 0 | 06/21/2011 | MWH |
| S-303 | Shore Side Facilities Docking Station at Pier Plan | 2 | 10/02/2012 (rev.) | MWH / Moffatt & Nichol |
| S-304 | Shore Side Facilities Docking Station at Pier Float Arrangement 1 | 1 | 02/27/2012 (rev.) | MWH / Moffatt & Nichol |
| S-305 | Shore Side Facilities Docking Station at Pier Float Arrangement 2 | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-306 | Shore Side Facilities Docking Station at Pier Float Arrangement - Sections 1 | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-307 | Shore Side Facilities Docking Station at Pier Float Arrangement - Sections 2 | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-308 | Shore Side Facilities Docking Station at Pier Float Arrangement - Sections 3 | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-309 | Shore Side Facilities Docking Station at Pier Guide Frame Details | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-310 | Shore Side Facilities Pier and Docking Station Design Criteria | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-510 | Shore Side Facilities Docking Station Access Stairway Plan & Elevation | B | 10/14/2011 | MWH / Moffatt & Nichol |
| S-511 | Shore Side Facilities Stairway Pier Landing Plan, Sections & Details | 1 | 05/02/2012 (rev.) | MWH / Moffatt & Nichol |
| S-512 | Shore Side Facilities Stairway Float Landing Plan & Section | 2 | 03/21/2012 (rev.) | MWH / Moffatt & Nichol |
| S-513 | Shore Side Facilities Stairway Float Landing Details | 2 | 03/21/2012 (rev.) | MWH / Moffatt & Nichol |
| S-514 | Shore Side Facilities Stairway Float Landing Guide Frame Details | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-520 | Shore Side Facilities Pier Plan | 1 | 05/02/2012 (rev.) | MWH / Moffatt & Nichol |
| S-521 | Shore Side Facilities Pier Elevation and Section | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-522 | Shore Side Facilities Pier Pile Plan | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-523 | Shore Side Facilities Pile Rock Socket Details | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-524 | Shore Side Facilities Pier Deck Framing Plan | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-525 | Shore Side Facilities Pier Deck Framing Details Sheet 1 | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-526 | Shore Side Facilities Pier Deck Framing Details Sheet 2 | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-527 | Shore Side Facilities Pier Deck Framing Details Sheet 3 | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-528 | Shore Side Facilities Pier Docking Station Guide Rail Details | A | 10/14/2011 | MWH / Moffatt & Nichol |
| S-529 | Shore Side Facilities Pier Stairway Float Landing Guide Pile Details | B | 10/14/2011 | MWH / Moffatt & Nichol |
| S-530 | Shore Side Facilities Pier Deck Framing Details Sheet 4 | 1 | 05/02/2012 (rev.) | MWH / Moffatt & Nichol |
| S-531 | Shore Side Facilities Pier and Docking Station Miscellaneous Details | A | 10/14/2011 | MWH / Moffatt & Nichol |
| PTS-0157 | Lower Baker Dam Schematic Section View | 3 | 07/09/2013 | Puget Sound Energy |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|------------------|---------------|
| 1 | F1_Recent Photos | IMG_0199.JPG |
| 2 | F1_Recent Photos | IMG_0206.JPG |
| 3 | F1_Recent Photos | 1256-1257.jpg |
| 4 | F1_Recent Photos | IMG_0196.JPG |
| 5 | F1_Recent Photos | IMG_0197.JPG |
| 6 | F1_Recent Photos | IMG_0198.JPG |
| 7 | F1_Recent Photos | IMG_0209.JPG |
| 8 | F1_Recent Photos | IMG_1235.JPG |
| 9 | F1_Recent Photos | IMG_1258.JPG |
| 10 | F1_Recent Photos | IMG_4487.JPG |
| 11 | F1_Recent Photos | IMG_4560.JPG |
| 12 | F1_Recent Photos | IMG_4561.JPG |
| 13 | F1_Recent Photos | IMG_4562.JPG |
| 14 | F1_Recent Photos | IMG_4563.JPG |
| 15 | F1_Recent Photos | IMG_0189.JPG |
| 16 | F1_Recent Photos | IMG_1241.JPG |
| 17 | F1_Recent Photos | IMG_1242.JPG |
| 18 | F1_Recent Photos | IMG_3980.JPG |
| 19 | F1_Recent Photos | IMG_3981.JPG |
| 20 | F1_Recent Photos | IMG_2117.JPG |
| 21 | F1_Recent Photos | IMG_2118.JPG |
| 22 | F1_Recent Photos | IMG_2119.JPG |
| 23 | F1_Recent Photos | IMG_2120.JPG |
| 24 | F1_Recent Photos | IMG_2121.JPG |
| 25 | F1_Recent Photos | IMG_2122.JPG |
| 26 | F1_Recent Photos | IMG_2123.JPG |
| 27 | F1_Recent Photos | IMG_2124.JPG |
| 28 | F1_Recent Photos | IMG_2125.JPG |
| 29 | F1_Recent Photos | IMG_2126.JPG |
| 30 | F1_Recent Photos | IMG_2127.JPG |
| 31 | F1_Recent Photos | AJC-1.jpg |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|---|
| 32 | F1_Recent Photos | AJC-2.jpg |
| 33 | F1_Recent Photos | AJC-3.jpg |
| 34 | F1_Recent Photos | AJC-4.jpg |
| 35 | F1_Recent Photos | IMG_0192.JPG |
| 36 | F1_Recent Photos | IMG_0194.JPG |
| 37 | F1_Recent Photos | IMG_1239.JPG |
| 38 | F1_Recent Photos | IMG_1253.JPG |
| 39 | F1_Recent Photos | IMG_3965.JPG |
| 40 | F1_Recent Photos | IMG_3966.JPG |
| 41 | F1_Recent Photos | IMG_3967.JPG |
| 42 | F1_Recent Photos | IMG_3968.JPG |
| 43 | F1_Recent Photos | LB drip loop float.JPG |
| 44 | F1_Recent Photos | LB driplloop guyline.jpg |
| 45 | F1_Recent Photos | LB pipeline penetration.jpg |
| 46 | F1_Recent Photos | LB ski jump pipeline.JPG |
| 47 | F1_Recent Photos | IMG_0210.JPG |
| 48 | F1_Recent Photos | IMG_0211.JPG |
| 49 | F1_Recent Photos | IMG_0212.JPG |
| 50 | F1_Recent Photos | IMG_0286.JPG |
| 51 | F1_Recent Photos | IMG_2105.JPG |
| 52 | F1_Recent Photos | IMG_2106.JPG |
| 53 | F1_Recent Photos | IMG_2107.JPG |
| 54 | F1_Recent Photos | LowerBaker_DAM_blue (1).jpg |
| 55 | F1_Recent Photos | overhead.jpg |
| 56 | F2_Historical Photos | Background Information & Navigation Instructions.docx |
| 57 | F2_Historical Photos | LBK Dam and Concrete Pours.dwg |
| 58 | F2_Historical Photos | LBK Dam and Concrete Pours.pdf |
| 59 | F2_Historical Photos | 001 - Power House Site.jpg |
| 60 | F2_Historical Photos | 002 - Power House Site.jpg |
| 61 | F2_Historical Photos | 013 - Adit B.jpg |
| 62 | F2_Historical Photos | 014 - Adit A & Bridge.jpg |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|----------------------------------|
| 63 | F2_Historical Photos | 016 - Adit A.jpg |
| 64 | F2_Historical Photos | 017 - Adit B.jpg |
| 65 | F2_Historical Photos | 018 - Diversion Tunnel.jpg |
| 66 | F2_Historical Photos | 021 - Sluicing.jpg |
| 67 | F2_Historical Photos | 022 - Adit A.jpg |
| 68 | F2_Historical Photos | 032 - Excavation.jpg |
| 69 | F2_Historical Photos | 033 - Pressure Tunnel.jpg |
| 70 | F2_Historical Photos | 034 - Power House Site.jpg |
| 71 | F2_Historical Photos | 035 - Power House Excavation.jpg |
| 72 | F2_Historical Photos | 036 - Dam Site.jpg |
| 73 | F2_Historical Photos | 037 - Locomotive Crane.jpg |
| 74 | F2_Historical Photos | 039 - Steam Shovel.jpg |
| 75 | F2_Historical Photos | 041 - Diversion Tunnel.jpg |
| 76 | F2_Historical Photos | 042 - Diversion Tunnel.jpg |
| 77 | F2_Historical Photos | 044 - Cofferdam.jpg |
| 78 | F2_Historical Photos | 046 - South Incline.jpg |
| 79 | F2_Historical Photos | 049 - Adit C.jpg |
| 80 | F2_Historical Photos | 050 - Adit C.jpg |
| 81 | F2_Historical Photos | 051 - Dam Excavation.jpg |
| 82 | F2_Historical Photos | 052 - Dam Excavation.jpg |
| 83 | F2_Historical Photos | 053 - Dam Excavation.jpg |
| 84 | F2_Historical Photos | 060 - Baker Canyon.jpg |
| 85 | F2_Historical Photos | 061 - Baker River.jpg |
| 86 | F2_Historical Photos | 062 - Main Pressure Tunnel.jpg |
| 87 | F2_Historical Photos | 063 - Main Pressure Tunnel.jpg |
| 88 | F2_Historical Photos | 064 - Main Pressure Tunnel.jpg |
| 89 | F2_Historical Photos | 068 - Dam Site.jpg |
| 90 | F2_Historical Photos | 071 - Power House Site.jpg |
| 91 | F2_Historical Photos | 072 - Power House Excavation.jpg |
| 92 | F2_Historical Photos | 073 - Excavating Main Dam.jpg |
| 93 | F2_Historical Photos | 074 - Baker River.jpg |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------------|
| 94 | F2_Historical Photos | 075 - Baker Dam Site.jpg |
| 95 | F2_Historical Photos | 076 - Slide.jpg |
| 96 | F2_Historical Photos | 079 - Dam Site.jpg |
| 97 | F2_Historical Photos | 082 - Coffe Dam.jpg |
| 98 | F2_Historical Photos | 083 - Dam.jpg |
| 99 | F2_Historical Photos | 090 - Pouring Concrete.jpg |
| 100 | F2_Historical Photos | 091 - First Pour.jpg |
| 101 | F2_Historical Photos | 094 - Main Dam.jpg |
| 102 | F2_Historical Photos | 095 - Main Dam.jpg |
| 103 | F2_Historical Photos | 096 - Main Dam.jpg |
| 104 | F2_Historical Photos | 097 - Main Dam.jpg |
| 105 | F2_Historical Photos | 099 - Dam Site.jpg |
| 106 | F2_Historical Photos | 100 - Dam Third Pour.jpg |
| 107 | F2_Historical Photos | 101 - Dam Third Pour.jpg |
| 108 | F2_Historical Photos | 104 - Excavation.jpg |
| 109 | F2_Historical Photos | 105 - Excavation.jpg |
| 110 | F2_Historical Photos | 107 - Dam Bottom.jpg |
| 111 | F2_Historical Photos | 109 - Dam.jpg |
| 112 | F2_Historical Photos | 111 - Main Pressure Tunnel.jpg |
| 113 | F2_Historical Photos | 114 - Dam.jpg |
| 114 | F2_Historical Photos | 115 - Dam.jpg |
| 115 | F2_Historical Photos | 116 - Dam.jpg |
| 116 | F2_Historical Photos | 120 - Rock Formation.jpg |
| 117 | F2_Historical Photos | 121 - Reinforcement Mat.jpg |
| 118 | F2_Historical Photos | 125 - Dam.jpg |
| 119 | F2_Historical Photos | 129 - Dam.jpg |
| 120 | F2_Historical Photos | 131 - Dam.jpg |
| 121 | F2_Historical Photos | 132 - Dam.jpg |
| 122 | F2_Historical Photos | 133 - Dam.jpg |
| 123 | F2_Historical Photos | 140 - East Abutment.jpg |
| 124 | F2_Historical Photos | 144 - Dam.jpg |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|------------------------------|
| 125 | F2_Historical Photos | 146 - Dam.jpg |
| 126 | F2_Historical Photos | 150 - Dam.jpg |
| 127 | F2_Historical Photos | 151 - Dam.jpg |
| 128 | F2_Historical Photos | 152 - Dam.jpg |
| 129 | F2_Historical Photos | 157 - East Abutment.jpg |
| 130 | F2_Historical Photos | 160 - Dam.jpg |
| 131 | F2_Historical Photos | 161 - Dam.jpg |
| 132 | F2_Historical Photos | 165 - Dam.jpg |
| 133 | F2_Historical Photos | 166 - Dam.jpg |
| 134 | F2_Historical Photos | 167 - Baker River Canyon.jpg |
| 135 | F2_Historical Photos | 168 - Power House.jpg |
| 136 | F2_Historical Photos | 169 - Rock Surface.jpg |
| 137 | F2_Historical Photos | 170 - Barrier Dam.jpg |
| 138 | F2_Historical Photos | 170 - East Abutment.jpg |
| 139 | F2_Historical Photos | 172 - Dam.jpg |
| 140 | F2_Historical Photos | 175 - Dam.jpg |
| 141 | F2_Historical Photos | 176 - Dam.jpg |
| 142 | F2_Historical Photos | 182 - Baker River Canyon.jpg |
| 143 | F2_Historical Photos | 185 - Dam.jpg |
| 144 | F2_Historical Photos | 186 - Dam.jpg |
| 145 | F2_Historical Photos | 195 - Dam.jpg |
| 146 | F2_Historical Photos | 198 - Dam.jpg |
| 147 | F2_Historical Photos | 201 - Dam.jpg |
| 148 | F2_Historical Photos | 202 - Dam.jpg |
| 149 | F2_Historical Photos | 209 - Dam.jpg |
| 150 | F2_Historical Photos | 210 - Dam.jpg |
| 151 | F2_Historical Photos | 212 - Dam.jpg |
| 152 | F2_Historical Photos | 217 - Dam.jpg |
| 153 | F2_Historical Photos | 218 - Dam.jpg |
| 154 | F2_Historical Photos | 221 - Dam.jpg |
| 155 | F2_Historical Photos | 225 - Dam.jpg |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|---------------------------------|
| 156 | F2_Historical Photos | 226 - Dam.jpg |
| 157 | F2_Historical Photos | 229 - Pressure Tunnel.jpg |
| 158 | F2_Historical Photos | 232 - Dam.jpg |
| 159 | F2_Historical Photos | 235 - Dam.jpg |
| 160 | F2_Historical Photos | 237 - Dam.jpg |
| 161 | F2_Historical Photos | 241 - Dam.jpg |
| 162 | F2_Historical Photos | 242 - Dam.jpg |
| 163 | F2_Historical Photos | 243 - Intake Structure.jpg |
| 164 | F2_Historical Photos | 246 - East Abutment.jpg |
| 165 | F2_Historical Photos | 247 - Main Intake.jpg |
| 166 | F2_Historical Photos | 248 - Dam.jpg |
| 167 | F2_Historical Photos | 256 - Intake Structure.jpg |
| 168 | F2_Historical Photos | 263 - Main Intake Structure.jpg |
| 169 | F2_Historical Photos | 264 - Dam.jpg |
| 170 | F2_Historical Photos | 265 - Dam.jpg |
| 171 | F2_Historical Photos | LBDC_0228_01-16-1925.jpg |
| 172 | F2_Historical Photos | LBDC_0293_02-20-1925.jpg |
| 173 | F2_Historical Photos | LBDC_0256_02-12-1925.jpg |
| 174 | F2_Historical Photos | LBDC_0258_02-13-1925.jpg |
| 175 | F2_Historical Photos | LBDC_0260_02-13-1925.jpg |
| 176 | F2_Historical Photos | LBDC_0262_02-14-1925.jpg |
| 177 | F2_Historical Photos | LBDC_0266_02-15-1925.jpg |
| 178 | F2_Historical Photos | LBDC_0268_02-15-1925.jpg |
| 179 | F2_Historical Photos | LBDC_0271_02-16-1925.jpg |
| 180 | F2_Historical Photos | LBDC_0273_02-16-1925.jpg |
| 181 | F2_Historical Photos | LBDC_0388_03-21-1925.jpg |
| 182 | F2_Historical Photos | LBDC_0279_02-18-1925.jpg |
| 183 | F2_Historical Photos | LBDC_0285_02-18-1925.jpg |
| 184 | F2_Historical Photos | LBDC_0289_02-20-1925.jpg |
| 185 | F2_Historical Photos | LBDC_0448_04-16-1925.jpg |
| 186 | F2_Historical Photos | LBDC_0294_02-22-1925.jpg |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 187 | F2_Historical Photos | LBDC_0298_02-24-1925.jpg |
| 188 | F2_Historical Photos | LBDC_0302_02-26-1925.jpg |
| 189 | F2_Historical Photos | LBDC_0310_02-28-1925.jpg |
| 190 | F2_Historical Photos | LBDC_0313_02-28-1925.jpg |
| 191 | F2_Historical Photos | LBDC_0319_03-01-1925.jpg |
| 192 | F2_Historical Photos | LBDC_0322_03-02-1925.jpg |
| 193 | F2_Historical Photos | LBDC_0328_03-04-1925.jpg |
| 194 | F2_Historical Photos | LBDC_0332_03-05-1925.jpg |
| 195 | F2_Historical Photos | LBDC_0334_03-05-1925.jpg |
| 196 | F2_Historical Photos | LBDC_0344_03-09-1924.jpg |
| 197 | F2_Historical Photos | LBDC_0352_03-12-1925.jpg |
| 198 | F2_Historical Photos | LBDC_0358_03-14-1925.jpg |
| 199 | F2_Historical Photos | LBDC_0360_03-16-1925.jpg |
| 200 | F2_Historical Photos | LBDC_0362_03-16-1925.jpg |
| 201 | F2_Historical Photos | LBDC_0739_06-14-1925.jpg |
| 202 | F2_Historical Photos | LBDC_0742_06-14-1925.jpg |
| 203 | F2_Historical Photos | LBDC_0370_03-17-1925.jpg |
| 204 | F2_Historical Photos | LBDC_0375_03-18-1925.jpg |
| 205 | F2_Historical Photos | LBDC_0377_03-19-1925.jpg |
| 206 | F2_Historical Photos | LBDC_0380_03-20-1925.jpg |
| 207 | F2_Historical Photos | LBDC_0396_03-21-1925.jpg |
| 208 | F2_Historical Photos | LBDC_0401_03-22-1925.jpg |
| 209 | F2_Historical Photos | LBDC_0404_03-24-1925.jpg |
| 210 | F2_Historical Photos | LBDC_0409_03-25-1925.jpg |
| 211 | F2_Historical Photos | LBDC_0412_03-28-1925.jpg |
| 212 | F2_Historical Photos | LBDC_0281_02-18-1925.jpg |
| 213 | F2_Historical Photos | LBDC_0423_04-01-1925.jpg |
| 214 | F2_Historical Photos | LBDC_0426_04-03-1925.jpg |
| 215 | F2_Historical Photos | LBDC_0436_04-09-1925.jpg |
| 216 | F2_Historical Photos | LBDC_0441_04-13-1925.jpg |
| 217 | F2_Historical Photos | LBDC_0456_04-18-1925.jpg |

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APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 218 | F2_Historical Photos | LBDC_0466_04-24-1925.jpg |
| 219 | F2_Historical Photos | LBDC_0474_04-26-1925.jpg |
| 220 | F2_Historical Photos | LBDC_0477_04-26-1925.jpg |
| 221 | F2_Historical Photos | LBDC_0481_04-27-1925.jpg |
| 222 | F2_Historical Photos | LBDC_0483_04-28-1925.jpg |
| 223 | F2_Historical Photos | LBDC_0488_04-28-1925.jpg |
| 224 | F2_Historical Photos | LBDC_0490_04-28-1925.jpg |
| 225 | F2_Historical Photos | LBDC_0492_04-30-1925.jpg |
| 226 | F2_Historical Photos | LBDC_0495_05-01-1925.jpg |
| 227 | F2_Historical Photos | LBDC_0497_05-02-1925.jpg |
| 228 | F2_Historical Photos | LBDC_0499_05-02-1925.jpg |
| 229 | F2_Historical Photos | LBDC_0501_05-03-1925.jpg |
| 230 | F2_Historical Photos | LBDC_0506_05-04-1925.jpg |
| 231 | F2_Historical Photos | LBDC_0511_05-06-1925.jpg |
| 232 | F2_Historical Photos | LBDC_0517_05-07-1925.jpg |
| 233 | F2_Historical Photos | LBDC_0523_05-08-1925.jpg |
| 234 | F2_Historical Photos | LBDC_0541_05-10-1925.jpg |
| 235 | F2_Historical Photos | LBDC_0546_05-11-1925.jpg |
| 236 | F2_Historical Photos | LBDC_0556_05-12-1925.jpg |
| 237 | F2_Historical Photos | LBDC_0571_05-16-1925.jpg |
| 238 | F2_Historical Photos | LBDC_0582_05-18-1925.jpg |
| 239 | F2_Historical Photos | LBDC_0590_05-20-1925.jpg |
| 240 | F2_Historical Photos | LBDC_0592_05-21-1925.jpg |
| 241 | F2_Historical Photos | LBDC_0599_05-22-1925.jpg |
| 242 | F2_Historical Photos | LBDC_0600_05-22-1925.jpg |
| 243 | F2_Historical Photos | LBDC_1339_09-11-1925.jpg |
| 244 | F2_Historical Photos | LBDC_0608_05-24-1925.jpg |
| 245 | F2_Historical Photos | LBDC_0622_05-27-1925.jpg |
| 246 | F2_Historical Photos | LBDC_0627_05-28-1925.jpg |
| 247 | F2_Historical Photos | LBDC_0636_05-30-1925.jpg |
| 248 | F2_Historical Photos | LBDC_1445_10-05-1925.jpg |

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APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 249 | F2_Historical Photos | LBDC_1447_10-05-1925.jpg |
| 250 | F2_Historical Photos | LBDC_1449_10-05-1925.jpg |
| 251 | F2_Historical Photos | LBDC_0652_06-02-1925.jpg |
| 252 | F2_Historical Photos | LBDC_0662_06-04-1925.jpg |
| 253 | F2_Historical Photos | LBDC_0676_06-05-1925.jpg |
| 254 | F2_Historical Photos | LBDC_0128_10-10-1924.jpg |
| 255 | F2_Historical Photos | LBDC_0156_10-11-1924.jpg |
| 256 | F2_Historical Photos | LBDC_0698_06-08-1925.jpg |
| 257 | F2_Historical Photos | LBDC_0701_06-11-1925.jpg |
| 258 | F2_Historical Photos | LBDC_0714_06-12-1925.jpg |
| 259 | F2_Historical Photos | LBDC_0723_06-13-1925.jpg |
| 260 | F2_Historical Photos | LBDC_0721_06-13-1925.jpg |
| 261 | F2_Historical Photos | LBDC_0737_06-14-1925.jpg |
| 262 | F2_Historical Photos | LBDC_0750_06-15-1925.jpg |
| 263 | F2_Historical Photos | LBDC_0752_06-15-1925.jpg |
| 264 | F2_Historical Photos | LBDC_0754_06-15-1925.jpg |
| 265 | F2_Historical Photos | LBDC_0764_06-16-1925.jpg |
| 266 | F2_Historical Photos | LBDC_0800_06-20-1925.jpg |
| 267 | F2_Historical Photos | LBDC_0982_07-19-1925.jpg |
| 268 | F2_Historical Photos | LBDC_1027_07-25-1925.jpg |
| 269 | F2_Historical Photos | LBDC_1065_08-01-1925.jpg |
| 270 | F2_Historical Photos | LBDC_1096_08-03-1925.jpg |
| 271 | F2_Historical Photos | LBDC_1123_08-06-1925.jpg |
| 272 | F2_Historical Photos | LBDC_1192_08-16-1925.jpg |
| 273 | F2_Historical Photos | LBDC_1246_08-26-1925.jpg |
| 274 | F2_Historical Photos | LBDC_1276_08-30-1925.jpg |
| 275 | F2_Historical Photos | LBDC_0765_06-16-1925.jpg |
| 276 | F2_Historical Photos | LBDC_1316_09-07-1925.jpg |
| 277 | F2_Historical Photos | LBDC_1378_09-23-1925.jpg |
| 278 | F2_Historical Photos | LBDC_1552_11-12-1925.jpg |
| 279 | F2_Historical Photos | LBDC_0774_06-17-1925.jpg |

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| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 280 | F2_Historical Photos | LBDC_0630_05-29-1925.jpg |
| 281 | F2_Historical Photos | LBDC_0789_06-19-1925.jpg |
| 282 | F2_Historical Photos | LBDC_1032_07-26-1925.jpg |
| 283 | F2_Historical Photos | LBDC_1249_08-26-1925.jpg |
| 284 | F2_Historical Photos | LBDC_1330_09-10-1925.jpg |
| 285 | F2_Historical Photos | LBDC_1499_10-20-1925.jpg |
| 286 | F2_Historical Photos | LBDC_0776_06-17-1925.jpg |
| 287 | F2_Historical Photos | LBDC_0784_06-18-1925.jpg |
| 288 | F2_Historical Photos | LBDC_0778_06-17-1925.jpg |
| 289 | F2_Historical Photos | LBDC_0414_03-28-1925.jpg |
| 290 | F2_Historical Photos | LBDC_0416_03-30-1925.jpg |
| 291 | F2_Historical Photos | LBDC_0421_03-31-1925.jpg |
| 292 | F2_Historical Photos | LBDC_0791_06-19-1925.jpg |
| 293 | F2_Historical Photos | LBDC_0798_06-20-1925.jpg |
| 294 | F2_Historical Photos | LBDC_0803_06-21-1925.jpg |
| 295 | F2_Historical Photos | LBDC_0811_06-22-1925.jpg |
| 296 | F2_Historical Photos | LBDC_0818_06-23-1925.jpg |
| 297 | F2_Historical Photos | LBDC_0827_06-24-1925.jpg |
| 298 | F2_Historical Photos | LBDC_0848_06-27-1925.jpg |
| 299 | F2_Historical Photos | LBDC_0836_06-25-1925.jpg |
| 300 | F2_Historical Photos | LBDC_0838_06-26-1925.jpg |
| 301 | F2_Historical Photos | LBDC_0861_06-28-1925.jpg |
| 302 | F2_Historical Photos | LBDC_0869_06-29-1925.jpg |
| 303 | F2_Historical Photos | LBDC_0875_06-30-1925.jpg |
| 304 | F2_Historical Photos | LBDC_0882_07-01-1925.jpg |
| 305 | F2_Historical Photos | LBDC_0890_07-02-1925.jpg |
| 306 | F2_Historical Photos | LBDC_0907_07-06-1925.jpg |
| 307 | F2_Historical Photos | LBDC_0910_07-07-1925.jpg |
| 308 | F2_Historical Photos | LBDC_0933_07-10-1925.jpg |
| 309 | F2_Historical Photos | LBDC_0951_07-12-1925.jpg |
| 310 | F2_Historical Photos | LBDC_0921_07-08-1925.jpg |

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| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 311 | F2_Historical Photos | LBDC_0925_07-09-1925.jpg |
| 312 | F2_Historical Photos | LBDC_0943_07-11-1925.jpg |
| 313 | F2_Historical Photos | LBDC_0953_07-13-1925.jpg |
| 314 | F2_Historical Photos | LBDC_0955_07-13-1925.jpg |
| 315 | F2_Historical Photos | LBDC_0957_07-12-1925.jpg |
| 316 | F2_Historical Photos | LBDC_0966_07-14-1925.jpg |
| 317 | F2_Historical Photos | LBDC_0968_07-14-1925.jpg |
| 318 | F2_Historical Photos | LBDC_0970_07-14-1925.jpg |
| 319 | F2_Historical Photos | LBDC_0976_07-15-1925.jpg |
| 320 | F2_Historical Photos | LBDC_0978_07-15-1925.jpg |
| 321 | F2_Historical Photos | LBDC_0986_07-19-1925.jpg |
| 322 | F2_Historical Photos | LBDC_0994_07-20-1925.jpg |
| 323 | F2_Historical Photos | LBDC_0999_07-21-1925.jpg |
| 324 | F2_Historical Photos | LBDC_1005_07-22-1925.jpg |
| 325 | F2_Historical Photos | LBDC_1007_07-22-1925.jpg |
| 326 | F2_Historical Photos | LBDC_1010_07-23-1925.jpg |
| 327 | F2_Historical Photos | LBDC_1012_07-23-1925.jpg |
| 328 | F2_Historical Photos | LBDC_1019_07-24-1925.jpg |
| 329 | F2_Historical Photos | LBDC_1022_07-25-1925.jpg |
| 330 | F2_Historical Photos | LBDC_1029_07-26-1925.jpg |
| 331 | F2_Historical Photos | LBDC_1036_07-27-1925.jpg |
| 332 | F2_Historical Photos | LBDC_1041_07-28-1925.jpg |
| 333 | F2_Historical Photos | LBDC_1043_07-28-1925.jpg |
| 334 | F2_Historical Photos | LBDC_1049_07-29-1925.jpg |
| 335 | F2_Historical Photos | LBDC_1056_07-30-1925.jpg |
| 336 | F2_Historical Photos | LBDC_1068_08-01-1925.jpg |
| 337 | F2_Historical Photos | LBDC_1073_07-31-1925.jpg |
| 338 | F2_Historical Photos | LBDC_1084_08-02-1925.jpg |
| 339 | F2_Historical Photos | LBDC_1104_08-04-1925.jpg |
| 340 | F2_Historical Photos | LBDC_0300_02-26-1925.jpg |
| 341 | F2_Historical Photos | LBDC_0312_02-28-1925.jpg |

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APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 342 | F2_Historical Photos | LBDC_0327_03-04-1925.jpg |
| 343 | F2_Historical Photos | LBDC_0017_08-30-1924.jpg |
| 344 | F2_Historical Photos | LBDC_0038_09-06-1924.jpg |
| 345 | F2_Historical Photos | LBDC_0054_09-12-1924.jpg |
| 346 | F2_Historical Photos | LBDC_0070_09-17-1924.jpg |
| 347 | F2_Historical Photos | LBDC_1106_08-04-1925.jpg |
| 348 | F2_Historical Photos | LBDC_0021_08-31-1924.jpg |
| 349 | F2_Historical Photos | LBDC_0110_10-03-1924.jpg |
| 350 | F2_Historical Photos | LBDC_0125_10-09-1924.jpg |
| 351 | F2_Historical Photos | LBDC_1128_08-08-1925.jpg |
| 352 | F2_Historical Photos | LBDC_1135_08-09-1925.jpg |
| 353 | F2_Historical Photos | LBDC_1142_08-10-1925.jpg |
| 354 | F2_Historical Photos | LBDC_1145_08-10-1925.jpg |
| 355 | F2_Historical Photos | LBDC_1147_08-10-1925.jpg |
| 356 | F2_Historical Photos | LBDC_1149_08-10-1925.jpg |
| 357 | F2_Historical Photos | LBDC_1152_08-11-1925.jpg |
| 358 | F2_Historical Photos | LBDC_1154_08-11-1925.jpg |
| 359 | F2_Historical Photos | LBDC_1156_08-11-1925.jpg |
| 360 | F2_Historical Photos | LBDC_1158_08-12-1925.jpg |
| 361 | F2_Historical Photos | LBDC_1160_08-12-1925.jpg |
| 362 | F2_Historical Photos | LBDC_1163_08-13-1925.jpg |
| 363 | F2_Historical Photos | LBDC_1165_08-14-1925.jpg |
| 364 | F2_Historical Photos | LBDC_1167_08-14-1925.jpg |
| 365 | F2_Historical Photos | LBDC_1210_08-18-1925.jpg |
| 366 | F2_Historical Photos | LBDC_1212_08-19-1925.jpg |
| 367 | F2_Historical Photos | LBDC_1214_08-19-1925.jpg |
| 368 | F2_Historical Photos | LBDC_1216_08-19-1925.jpg |
| 369 | F2_Historical Photos | LBDC_1222_08-20-1925.jpg |
| 370 | F2_Historical Photos | LBDC_1226_08-21-1925.jpg |
| 371 | F2_Historical Photos | LBDC_1228_08-21-1925.jpg |
| 372 | F2_Historical Photos | LBDC_1233_08-22-1925.jpg |

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APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 373 | F2_Historical Photos | LBDC_1238_08-23-1925.jpg |
| 374 | F2_Historical Photos | LBDC_1244_08-26-1925.jpg |
| 375 | F2_Historical Photos | LBDC_1257_08-27-1925.jpg |
| 376 | F2_Historical Photos | LBDC_1260_08-28-1925.jpg |
| 377 | F2_Historical Photos | LBDC_1270_08-29-1925.jpg |
| 378 | F2_Historical Photos | LBDC_1273_08-30-1925.jpg |
| 379 | F2_Historical Photos | LBDC_1281_09-03-1925.jpg |
| 380 | F2_Historical Photos | LBDC_1288_09-04-1925.jpg |
| 381 | F2_Historical Photos | LBDC_1296_09-05-1925.jpg |
| 382 | F2_Historical Photos | LBDC_1298_09-06-1925.jpg |
| 383 | F2_Historical Photos | LBDC_1308_09-07-1925.jpg |
| 384 | F2_Historical Photos | LBDC_1310_09-07-1925.jpg |
| 385 | F2_Historical Photos | LBDC_1318_09-08-1925.jpg |
| 386 | F2_Historical Photos | LBDC_1452_10-06-1925.jpg |
| 387 | F2_Historical Photos | LBDC_1453_10-06-1925.jpg |
| 388 | F2_Historical Photos | LBDC_1457_10-07-1925.jpg |
| 389 | F2_Historical Photos | LBDC_1458_10-07-1925.jpg |
| 390 | F2_Historical Photos | LBDC_1468_10-12-1925.jpg |
| 391 | F2_Historical Photos | LBDC_1469_10-12-1925.jpg |
| 392 | F2_Historical Photos | LBDC_1321_09-08-1925.jpg |
| 393 | F2_Historical Photos | LBDC_1324_09-09-1925.jpg |
| 394 | F2_Historical Photos | LBDC_1343_09-12-1925.jpg |
| 395 | F2_Historical Photos | LBDC_1384_09-24-1925.jpg |
| 396 | F2_Historical Photos | LBDC_1388_09-25-1925.jpg |
| 397 | F2_Historical Photos | LBDC_1391_09-26-1925.jpg |
| 398 | F2_Historical Photos | LBDC_1393_09-26-1925.jpg |
| 399 | F2_Historical Photos | LBDC_1407_09-29-1925.jpg |
| 400 | F2_Historical Photos | LBDC_1484_10-16-1925.jpg |
| 401 | F2_Historical Photos | LBDC_1129_08-08-1925.jpg |
| 402 | F2_Historical Photos | LBDC_1136_08-09-1925.jpg |
| 403 | F2_Historical Photos | LBDC_1140_08-09-1925.jpg |

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| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 404 | F2_Historical Photos | LBDC_1143_08-10-1925.jpg |
| 405 | F2_Historical Photos | LBDC_1168_08-14-1925.jpg |
| 406 | F2_Historical Photos | LBDC_1174_08-15-1925.jpg |
| 407 | F2_Historical Photos | LBDC_1175_08-15-1925.jpg |
| 408 | F2_Historical Photos | LBDC_1176_08-15-1925.jpg |
| 409 | F2_Historical Photos | LBDC_1177_08-15-1925.jpg |
| 410 | F2_Historical Photos | LBDC_1178_08-15-1925.jpg |
| 411 | F2_Historical Photos | LBDC_1185_08-16-1925.jpg |
| 412 | F2_Historical Photos | LBDC_1186_08-16-1925.jpg |
| 413 | F2_Historical Photos | LBDC_1187_08-16-1925.jpg |
| 414 | F2_Historical Photos | LBDC_1188_08-16-1925.jpg |
| 415 | F2_Historical Photos | LBDC_1194_08-17-1925.jpg |
| 416 | F2_Historical Photos | LBDC_1195_08-17-1925.jpg |
| 417 | F2_Historical Photos | LBDC_1196_08-17-1925.jpg |
| 418 | F2_Historical Photos | LBDC_1234_08-22-1925.jpg |
| 419 | F2_Historical Photos | LBDC_0139_10-10-1924.jpg |
| 420 | F2_Historical Photos | LBDC_0148_10-10-1924.jpg |
| 421 | F2_Historical Photos | LBDC_0158_10-11-1924.jpg |
| 422 | F2_Historical Photos | LBDC_1240_08-24-1925.jpg |
| 423 | F2_Historical Photos | LBDC_0230_01-16-1925.jpg |
| 424 | F2_Historical Photos | LBDC_0263_02-14-1925.jpg |
| 425 | F2_Historical Photos | LBDC_0276_02-17-1925.jpg |
| 426 | F2_Historical Photos | LBDC_0283_02-18-1925.jpg |
| 427 | F2_Historical Photos | LBDC_0290_02-20-1925.jpg |
| 428 | F2_Historical Photos | LBDC_0450_04-17-1925.jpg |
| 429 | F2_Historical Photos | LBDC_0295_02-22-1925.jpg |
| 430 | F2_Historical Photos | LBDC_0299_02-24-1925.jpg |
| 431 | F2_Historical Photos | LBDC_0305_02-26-1925.jpg |
| 432 | F2_Historical Photos | LBDC_0323_03-02-1925.jpg |
| 433 | F2_Historical Photos | LBDC_0336_03-06-1925.jpg |
| 434 | F2_Historical Photos | LBDC_0349_03-10-1925.jpg |

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| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 435 | F2_Historical Photos | LBDC_0740_06-14-1925.jpg |
| 436 | F2_Historical Photos | LBDC_0363_03-17-1925.jpg |
| 437 | F2_Historical Photos | LBDC_0372_03-18-1925.jpg |
| 438 | F2_Historical Photos | LBDC_0402_03-22-1925.jpg |
| 439 | F2_Historical Photos | LBDC_0405_03-24-1925.jpg |
| 440 | F2_Historical Photos | LBDC_0424_04-01-1925.jpg |
| 441 | F2_Historical Photos | LBDC_0429_04-06-1925.jpg |
| 442 | F2_Historical Photos | LBDC_0442_04-10-1925.jpg |
| 443 | F2_Historical Photos | LBDC_0458_04-23-1925.jpg |
| 444 | F2_Historical Photos | LBDC_0468_04-25-1925.jpg |
| 445 | F2_Historical Photos | LBDC_0484_04-28-1925.jpg |
| 446 | F2_Historical Photos | LBDC_0542_05-10-1925.jpg |
| 447 | F2_Historical Photos | LBDC_0557_05-13-1925.jpg |
| 448 | F2_Historical Photos | LBDC_0574_05-17-1925.jpg |
| 449 | F2_Historical Photos | LBDC_0603_05-23-1925.jpg |
| 450 | F2_Historical Photos | LBDC_0623_05-27-1925.jpg |
| 451 | F2_Historical Photos | LBDC_1470_10-12-1925.jpg |
| 452 | F2_Historical Photos | LBDC_0724_06-13-1925.jpg |
| 453 | F2_Historical Photos | LBDC_0761_06-16-1925.jpg |
| 454 | F2_Historical Photos | LBDC_0602_05-22-1925.jpg |
| 455 | F2_Historical Photos | LBDC_1572_12-06-1925.jpg |
| 456 | F2_Historical Photos | LBDC_1097_08-03-1925.jpg |
| 457 | F2_Historical Photos | LBDC_1351_09-14-1925.jpg |
| 458 | F2_Historical Photos | LBDC_1506_10-21-1925.jpg |
| 459 | F2_Historical Photos | LBDC_0785_06-18-1925.jpg |
| 460 | F2_Historical Photos | LBDC_0849_06-27-1925.jpg |
| 461 | F2_Historical Photos | LBDC_0979_07-15-1925.jpg |
| 462 | F2_Historical Photos | LBDC_1408_09-29-1925.jpg |
| 463 | F2_Historical Photos | LBDC_1416_09-30-1925.jpg |
| 464 | F2_Historical Photos | LBDC_1417_09-30-1925.jpg |
| 465 | F2_Historical Photos | LBDC_1418_09-30-1925.jpg |

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APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 466 | F2_Historical Photos | LBDC_1427_09-25-1925.jpg |
| 467 | F2_Historical Photos | LBDC_1428_09-25-1925.jpg |
| 468 | F2_Historical Photos | LBDC_1429_09-26-1925.jpg |
| 469 | F2_Historical Photos | LBDC_1430_10-03-1925.jpg |
| 470 | F2_Historical Photos | LBDC_1432_10-03-1925.jpg |
| 471 | F2_Historical Photos | LBDC_1443_10-04-1925.jpg |
| 472 | F2_Historical Photos | LBDC_1444_10-04-1925.jpg |
| 473 | F2_Historical Photos | LBDC_1472_10-14-1925.jpg |
| 474 | F2_Historical Photos | LBDC_1473_10-14-1925.jpg |
| 475 | F2_Historical Photos | LBDC_1474_10-14-1925.jpg |
| 476 | F2_Historical Photos | LBDC_1476_10-15-1925.jpg |
| 477 | F2_Historical Photos | LBDC_1477_10-15-1925.jpg |
| 478 | F2_Historical Photos | LBDC_1189_08-16-1925.jpg |
| 479 | F2_Historical Photos | LBDC_1478_10-15-1925.jpg |
| 480 | F2_Historical Photos | LBDC_1482_10-16-1925.jpg |
| 481 | F2_Historical Photos | LBDC_1483_10-16-1925.jpg |
| 482 | F2_Historical Photos | LBDC_1485_10-16-1925.jpg |
| 483 | F2_Historical Photos | LBDC_1486_10-16-1925.jpg |
| 484 | F2_Historical Photos | LBDC_1522_10-28-1925.jpg |
| 485 | F2_Historical Photos | LBDC_1523_10-28-1925.jpg |
| 486 | F2_Historical Photos | LBDC_1530_10-29-1925.jpg |
| 487 | F2_Historical Photos | LBDC_1531_10-29-1925.jpg |
| 488 | F2_Historical Photos | LBDC_0241_02-02-1925.jpg |
| 489 | F2_Historical Photos | LBDC_0655_06-03-1925.jpg |
| 490 | F2_Historical Photos | LBDC_0682_06-06-1925.jpg |
| 491 | F2_Historical Photos | LBDC_0862_06-28-1925.jpg |
| 492 | F2_Historical Photos | LBDC_0164_10-17-1924.jpg |
| 493 | F2_Historical Photos | LBDC_0253_02-12-1925.jpg |
| 494 | F2_Historical Photos | LBDC_0257_02-12-1925.jpg |
| 495 | F2_Historical Photos | LBDC_0259_02-13-1925.jpg |
| 496 | F2_Historical Photos | LBDC_0261_02-14-1925.jpg |

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APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 497 | F2_Historical Photos | LBDC_0274_02-16-1925.jpg |
| 498 | F2_Historical Photos | LBDC_0277_02-18-1925.jpg |
| 499 | F2_Historical Photos | LBDC_0287_02-20-1925.jpg |
| 500 | F2_Historical Photos | LBDC_0291_02-20-1925.jpg |
| 501 | F2_Historical Photos | LBDC_0451_04-17-1925.jpg |
| 502 | F2_Historical Photos | LBDC_0297_02-22-1925.jpg |
| 503 | F2_Historical Photos | LBDC_0301_02-26-1925.jpg |
| 504 | F2_Historical Photos | LBDC_0307_02-28-1925.jpg |
| 505 | F2_Historical Photos | LBDC_0311_02-28-1925.jpg |
| 506 | F2_Historical Photos | LBDC_0314_03-01-1925.jpg |
| 507 | F2_Historical Photos | LBDC_0325_03-02-1925.jpg |
| 508 | F2_Historical Photos | LBDC_0331_03-04-1925.jpg |
| 509 | F2_Historical Photos | LBDC_0333_03-05-1925.jpg |
| 510 | F2_Historical Photos | LBDC_0337_03-06-1925.jpg |
| 511 | F2_Historical Photos | LBDC_0350_03-10-1925.jpg |
| 512 | F2_Historical Photos | LBDC_0353_03-12-1925.jpg |
| 513 | F2_Historical Photos | LBDC_0359_03-16-1925.jpg |
| 514 | F2_Historical Photos | LBDC_0361_03-16-1925.jpg |
| 515 | F2_Historical Photos | LBDC_0738_06-14-1925.jpg |
| 516 | F2_Historical Photos | LBDC_0376_03-19-1925.jpg |
| 517 | F2_Historical Photos | LBDC_0378_03-20-1925.jpg |
| 518 | F2_Historical Photos | LBDC_0390_03-21-1925.jpg |
| 519 | F2_Historical Photos | LBDC_0400_03-22-1925.jpg |
| 520 | F2_Historical Photos | LBDC_0425_04-01-1925.jpg |
| 521 | F2_Historical Photos | LBDC_0435_04-09-1925.jpg |
| 522 | F2_Historical Photos | LBDC_0470_04-25-1925.jpg |
| 523 | F2_Historical Photos | LBDC_0478_04-26-1925.jpg |
| 524 | F2_Historical Photos | LBDC_0482_04-27-1925.jpg |
| 525 | F2_Historical Photos | LBDC_0485_04-29-1925.jpg |
| 526 | F2_Historical Photos | LBDC_0496_05-02-1925.jpg |
| 527 | F2_Historical Photos | LBDC_0508_05-05-1925.jpg |

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| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 528 | F2_Historical Photos | LBDC_0528_05-09-1925.jpg |
| 529 | F2_Historical Photos | LBDC_0543_05-10-1925.jpg |
| 530 | F2_Historical Photos | LBDC_0591_05-20-1925.jpg |
| 531 | F2_Historical Photos | LBDC_0634_05-29-1925.jpg |
| 532 | F2_Historical Photos | LBDC_0753_06-15-1925.jpg |
| 533 | F2_Historical Photos | LBDC_0835_06-25-1925.jpg |
| 534 | F2_Historical Photos | LBDC_1008_07-23-1925.jpg |
| 535 | F2_Historical Photos | LBDC_1031_07-26-1925.jpg |
| 536 | F2_Historical Photos | LBDC_1099_08-03-1925.jpg |
| 537 | F2_Historical Photos | LBDC_1250_08-26-1925.jpg |
| 538 | F2_Historical Photos | LBDC_1286_09-04-1925.jpg |
| 539 | F2_Historical Photos | LBDC_1352_09-14-1925.jpg |
| 540 | F2_Historical Photos | LBDC_1500_10-20-1925.jpg |
| 541 | F2_Historical Photos | LBDC_0790_06-19-1925.jpg |
| 542 | F2_Historical Photos | LBDC_0779_06-17-1925.jpg |
| 543 | F2_Historical Photos | LBDC_0817_06-23-1925.jpg |
| 544 | F2_Historical Photos | LBDC_0837_06-25-1925.jpg |
| 545 | F2_Historical Photos | LBDC_0839_06-26-1925.jpg |
| 546 | F2_Historical Photos | LBDC_0868_06-29-1925.jpg |
| 547 | F2_Historical Photos | LBDC_0874_06-30-1925.jpg |
| 548 | F2_Historical Photos | LBDC_0881_07-01-1925.jpg |
| 549 | F2_Historical Photos | LBDC_0911_07-07-1925.jpg |
| 550 | F2_Historical Photos | LBDC_0934_07-10-1925.jpg |
| 551 | F2_Historical Photos | LBDC_0952_07-12-1925.jpg |
| 552 | F2_Historical Photos | LBDC_0956_07-13-1925.jpg |
| 553 | F2_Historical Photos | LBDC_1000_07-21-1925.jpg |
| 554 | F2_Historical Photos | LBDC_1023_07-25-1925.jpg |
| 555 | F2_Historical Photos | LBDC_1030_07-26-1925.jpg |
| 556 | F2_Historical Photos | LBDC_0303_02-26-1925.jpg |
| 557 | F2_Historical Photos | LBDC_0318_03-01-1925.jpg |
| 558 | F2_Historical Photos | LBDC_1105_08-04-1925.jpg |

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| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 559 | F2_Historical Photos | LBDC_1297_09-06-1925.jpg |
| 560 | F2_Historical Photos | LBDC_1299_09-06-1925.jpg |
| 561 | F2_Historical Photos | LBDC_1309_09-07-1925.jpg |
| 562 | F2_Historical Photos | LBDC_1317_09-08-1925.jpg |
| 563 | F2_Historical Photos | LBDC_1319_09-08-1925.jpg |
| 564 | F2_Historical Photos | LBDC_1323_09-09-1925.jpg |
| 565 | F2_Historical Photos | LBDC_1342_09-12-1925.jpg |
| 566 | F2_Historical Photos | LBDC_1383_09-24-1925.jpg |
| 567 | F2_Historical Photos | LBDC_1385_09-24-1925.jpg |
| 568 | F2_Historical Photos | LBDC_1390_09-25-1925.jpg |
| 569 | F2_Historical Photos | LBDC_1392_09-26-1925.jpg |
| 570 | F2_Historical Photos | LBDC_1402_09-27-28.jpg |
| 571 | F2_Historical Photos | LBDC_1431_10-03-1925.jpg |
| 572 | F2_Historical Photos | LBDC_0140_10-09-1924.jpg |
| 573 | F2_Historical Photos | LBDC_0160_10-16-1924.jpg |
| 574 | F2_Historical Photos | LBDC_0162_10-17-1924.jpg |
| 575 | F2_Historical Photos | LBDC_0226_01-16-1925.jpg |
| 576 | F2_Historical Photos | LBDC_0586_05-19-1925.jpg |
| 577 | F2_Historical Photos | LBDC_0616_05-25-1925.jpg |
| 578 | F2_Historical Photos | LBDC_0641_05-31-1925.jpg |
| 579 | F2_Historical Photos | LBDC_0151_10-10-1924.jpg |
| 580 | F2_Historical Photos | LBDC_0152_10-10-1924.jpg |
| 581 | F2_Historical Photos | LBDC_0159_10-16-1924.jpg |
| 582 | F2_Historical Photos | LBDC_0826_06-24-1925.jpg |
| 583 | F2_Historical Photos | LBDC_0828_06-24-1925.jpg |
| 584 | F2_Historical Photos | LBDC_0850_06-27-1925.jpg |
| 585 | F2_Historical Photos | LBDC_0883.jpg |
| 586 | F2_Historical Photos | LBDC_0898_07-03-1925.jpg |
| 587 | F2_Historical Photos | LBDC_0969_07-14-1925.jpg |
| 588 | F2_Historical Photos | LBDC_0975_07-15-1925.jpg |
| 589 | F2_Historical Photos | LBDC_0977_07-15-1925.jpg |

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| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 590 | F2_Historical Photos | LBDC_0985_07-19-1925.jpg |
| 591 | F2_Historical Photos | LBDC_1006_07-22-1925.jpg |
| 592 | F2_Historical Photos | LBDC_1011_07-23-1925.jpg |
| 593 | F2_Historical Photos | LBDC_0020_08-31-1924.jpg |
| 594 | F2_Historical Photos | LBDC_0053_09-12-1924.jpg |
| 595 | F2_Historical Photos | LBDC_0066_09-15-1924.jpg |
| 596 | F2_Historical Photos | LBDC_0112_10-03-1924.jpg |
| 597 | F2_Historical Photos | LBDC_0111_10-03-1924.jpg |
| 598 | F2_Historical Photos | LBDC_1107_08-04-1925.jpg |
| 599 | F2_Historical Photos | LBDC_1130_08-08-1925.jpg |
| 600 | F2_Historical Photos | LBDC_1141_08-09-1925.jpg |
| 601 | F2_Historical Photos | LBDC_1144_08-10-1925.jpg |
| 602 | F2_Historical Photos | LBDC_1146_08-10-1925.jpg |
| 603 | F2_Historical Photos | LBDC_1151_08-10-1925.jpg |
| 604 | F2_Historical Photos | LBDC_1153_08-11-1925.jpg |
| 605 | F2_Historical Photos | LBDC_1155_08-11-1925.jpg |
| 606 | F2_Historical Photos | LBDC_1157_08-12-1925.jpg |
| 607 | F2_Historical Photos | LBDC_1159_08-12-1925.jpg |
| 608 | F2_Historical Photos | LBDC_1162_08-13-1925.jpg |
| 609 | F2_Historical Photos | LBDC_1164_08-14-1925.jpg |
| 610 | F2_Historical Photos | LBDC_1166_08-14-1925.jpg |
| 611 | F2_Historical Photos | LBDC_1209_08-18-1925.jpg |
| 612 | F2_Historical Photos | LBDC_1211_08-19-1925.jpg |
| 613 | F2_Historical Photos | LBDC_1213_08-19-1925.jpg |
| 614 | F2_Historical Photos | LBDC_1215_08-19-1925.jpg |
| 615 | F2_Historical Photos | LBDC_1221_08-20-1925.jpg |
| 616 | F2_Historical Photos | LBDC_1223_08-20-1925.jpg |
| 617 | F2_Historical Photos | LBDC_1227_08-21-1925.jpg |
| 618 | F2_Historical Photos | LBDC_1232_08-22-1925.jpg |
| 619 | F2_Historical Photos | LBDC_1237_08-23-1925.jpg |
| 620 | F2_Historical Photos | LBDC_1239_08-24-1925.jpg |

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| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 621 | F2_Historical Photos | LBDC_1245_08-26-1925.jpg |
| 622 | F2_Historical Photos | LBDC_1258_08-27-1925.jpg |
| 623 | F2_Historical Photos | LBDC_1261_08-28-1925.jpg |
| 624 | F2_Historical Photos | LBDC_1271_08-29-1925.jpg |
| 625 | F2_Historical Photos | LBDC_1274_08-30-1925.jpg |
| 626 | F2_Historical Photos | LBDC_1287_09-04-1925.jpg |
| 627 | F2_Historical Photos | LBDC_1295_09-05-1925.jpg |
| 628 | F2_Historical Photos | LBDC_0142_10-09-1924.jpg |
| 629 | F2_Historical Photos | LBDC_0161_10-17-1924.jpg |
| 630 | F2_Historical Photos | LBDC_0163_10-17-1924.jpg |
| 631 | F2_Historical Photos | LBDC_0254_02-12-1925.jpg |
| 632 | F2_Historical Photos | LBDC_0255_02-12-1925.jpg |
| 633 | F2_Historical Photos | LBDC_0265_02-15-1925.jpg |
| 634 | F2_Historical Photos | LBDC_0267_02-15-1925.jpg |
| 635 | F2_Historical Photos | LBDC_0269_02-15-1925.jpg |
| 636 | F2_Historical Photos | LBDC_0272_02-16-1925.jpg |
| 637 | F2_Historical Photos | LBDC_0284_02-18-1925.jpg |
| 638 | F2_Historical Photos | LBDC_0308_02-28-1925.jpg |
| 639 | F2_Historical Photos | LBDC_0321_03-02-1925.jpg |
| 640 | F2_Historical Photos | LBDC_0342_03-09-1925.jpg |
| 641 | F2_Historical Photos | LBDC_0351_03-10-1925.jpg |
| 642 | F2_Historical Photos | LBDC_0741_06-14-1925.jpg |
| 643 | F2_Historical Photos | LBDC_0364_03-17-1925.jpg |
| 644 | F2_Historical Photos | LBDC_0374_03-18-1925.jpg |
| 645 | F2_Historical Photos | LBDC_0403_03-24-1925.jpg |
| 646 | F2_Historical Photos | LBDC_0408_03-25-1925.jpg |
| 647 | F2_Historical Photos | LBDC_0410_03-25-1925.jpg |
| 648 | F2_Historical Photos | LBDC_0422_03-31-1925.jpg |
| 649 | F2_Historical Photos | LBDC_0439_04-09-1925.jpg |
| 650 | F2_Historical Photos | LBDC_0447.jpg |
| 651 | F2_Historical Photos | LBDC_0464_04-24-1925.jpg |

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| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 652 | F2_Historical Photos | LBDC_0473_04-26-1925.jpg |
| 653 | F2_Historical Photos | LBDC_0475_04-25-1925.jpg |
| 654 | F2_Historical Photos | LBDC_0479_04-26-1925.jpg |
| 655 | F2_Historical Photos | LBDC_0486_04-29-1925.jpg |
| 656 | F2_Historical Photos | LBDC_0489_04-30-1925.jpg |
| 657 | F2_Historical Photos | LBDC_0491_04-30-1925.jpg |
| 658 | F2_Historical Photos | LBDC_0494_05-01-1925.jpg |
| 659 | F2_Historical Photos | LBDC_0498_05-02-1925.jpg |
| 660 | F2_Historical Photos | LBDC_0500_05-03-1925.jpg |
| 661 | F2_Historical Photos | LBDC_0503_05-03-1925.jpg |
| 662 | F2_Historical Photos | LBDC_0516_05-07-1925.jpg |
| 663 | F2_Historical Photos | LBDC_0521_05-08-1925.jpg |
| 664 | F2_Historical Photos | LBDC_0545_05-11-1925.jpg |
| 665 | F2_Historical Photos | LBDC_0555_05-12-1925.jpg |
| 666 | F2_Historical Photos | LBDC_0561_05-15-1925.jpg |
| 667 | F2_Historical Photos | LBDC_0581_05-18-1925.jpg |
| 668 | F2_Historical Photos | LBDC_0587_05-19-1925.jpg |
| 669 | F2_Historical Photos | LBDC_0593_05-21-1925.jpg |
| 670 | F2_Historical Photos | LBDC_1322_09-09-1925.jpg |
| 671 | F2_Historical Photos | LBDC_1332_09-10-1925.jpg |
| 672 | F2_Historical Photos | LBDC_1450_09-14-1925.jpg |
| 673 | F2_Historical Photos | LBDC_0621_05-26-1925.jpg |
| 674 | F2_Historical Photos | LBDC_0626_05-28-1925.jpg |
| 675 | F2_Historical Photos | LBDC_0651_06-02-1925.jpg |
| 676 | F2_Historical Photos | LBDC_1446_10-05-1925.jpg |
| 677 | F2_Historical Photos | LBDC_1448_10-05-1925.jpg |
| 678 | F2_Historical Photos | LBDC_1471_10-12-1925.jpg |
| 679 | F2_Historical Photos | LBDC_0659_06-03-1925.jpg |
| 680 | F2_Historical Photos | LBDC_0675_06-05-1925.jpg |
| 681 | F2_Historical Photos | LBDC_0683_06-06-1925.jpg |
| 682 | F2_Historical Photos | LBDC_0686_06-07-1925.jpg |

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|----------|----------------------|--------------------------|
| 683 | F2_Historical Photos | LBDC_0687_06-07-1925.jpg |
| 684 | F2_Historical Photos | LBDC_0699_06-08-1925.jpg |
| 685 | F2_Historical Photos | LBDC_0702_06-11-1925.jpg |
| 686 | F2_Historical Photos | LBDC_0715_06-12-1925.jpg |
| 687 | F2_Historical Photos | LBDC_0727_06-13-1925.jpg |
| 688 | F2_Historical Photos | LBDC_0722_06-13-1925.jpg |
| 689 | F2_Historical Photos | LBDC_0751_06-15-1925.jpg |
| 690 | F2_Historical Photos | LBDC_0762_06-16-1925.jpg |
| 691 | F2_Historical Photos | LBDC_0628_05-28-1925.jpg |
| 692 | F2_Historical Photos | LBDC_1095_08-03-1925.jpg |
| 693 | F2_Historical Photos | LBDC_1161_08-12-1925.jpg |
| 694 | F2_Historical Photos | LBDC_1203_08-18-1925.jpg |
| 695 | F2_Historical Photos | LBDC_1304_09-06-1925.jpg |
| 696 | F2_Historical Photos | LBDC_1371_09-21-1925.jpg |
| 697 | F2_Historical Photos | LBDC_1507_10-21-1925.jpg |
| 698 | F2_Historical Photos | LBDC_1579_12-07-1925.jpg |
| 699 | F2_Historical Photos | LBDC_0601_05-22-1925.jpg |
| 700 | F2_Historical Photos | LBDC_0720_06-12-1925.jpg |
| 701 | F2_Historical Photos | LBDC_1204_08-18-1925.jpg |
| 702 | F2_Historical Photos | LBDC_1305_09-06-1925.jpg |
| 703 | F2_Historical Photos | LBDC_1399_09-27-1925.jpg |
| 704 | F2_Historical Photos | LBDC_0775_06-17-1925.jpg |
| 705 | F2_Historical Photos | LBDC_0777_06-17-1925.jpg |
| 706 | F2_Historical Photos | LBDC_0788_06-19-1925.jpg |
| 707 | F2_Historical Photos | LBDC_0792_06-19-1925.jpg |
| 708 | F2_Historical Photos | LBDC_0799_06-20-1925.jpg |
| 709 | F2_Historical Photos | LBDC_0810_06-22-1925.jpg |
| 710 | F2_Historical Photos | LBDC_0908_07-06-1925.jpg |
| 711 | F2_Historical Photos | LBDC_0922_07-08-1925.jpg |
| 712 | F2_Historical Photos | LBDC_0926_07-09-1925.jpg |
| 713 | F2_Historical Photos | LBDC_0944_07-11-1925.jpg |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX F - DAM PHOTOGRAPHS**

| Item No. | Appendix Folder | File Name |
|----------|----------------------|--------------------------|
| 714 | F2_Historical Photos | LBDC_0954_07-13-1925.jpg |
| 715 | F2_Historical Photos | LBDC_0958_07-12-1925.jpg |
| 716 | F2_Historical Photos | LBDC_0967_07-14-1925.jpg |
| 717 | F2_Historical Photos | LBDC_0993_07-20-1925.jpg |
| 718 | F2_Historical Photos | LBDC_0995_07-21-1925.jpg |
| 719 | F2_Historical Photos | LBDC_1009_07-23-1925.jpg |
| 720 | F2_Historical Photos | LBDC_1018_07-24-1925.jpg |
| 721 | F2_Historical Photos | LBDC_1021_07-25-1925.jpg |
| 722 | F2_Historical Photos | LBDC_1037_07-27-1925.jpg |
| 723 | F2_Historical Photos | LBDC_1042_07-28-1925.jpg |
| 724 | F2_Historical Photos | LBDC_1048_07-29-1925.jpg |
| 725 | F2_Historical Photos | LBDC_1055_07-30-1925.jpg |
| 726 | F2_Historical Photos | LBDC_1067_08-01-1925.jpg |
| 727 | F2_Historical Photos | LBDC_1072_07-31-1925.jpg |
| 728 | F2_Historical Photos | LBDC_1083_08-02-1925.jpg |
| 729 | F2_Historical Photos | LBDC_1098_08-03-1925.jpg |
| 730 | F2_Historical Photos | LBDC_0282_02-18-1925.jpg |
| 731 | F2_Historical Photos | LBDC_0201_11-30-1924.jpg |
| 732 | F2_Historical Photos | LBDC_0040_09-06-1924.jpg |
| 733 | F2_Historical Photos | LBDC_1148_08-10-1925.jpg |

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LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX G - HYDROLOGICAL AND HYDRAULIC REPORTS

| DOCUMENT TITLE |
|---|
| 2011, Dam Failure Inundation Study and Assessment of the Inflow Design Flood (IDF), Final Report, prepared by Tetra Tech, dated September. (53 p.) |
| 2017, Lower Baker Dam Computational Fluid Dynamics (CFD) Modeling in Support of the Abutment and Plunge Pool Scour Analysis Proposed Gates Condition, Draft Report, prepared by Tetra Tech, dated November. (82 p.) |

**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX H - DAM INSPECTION AND SURVEY REPORTS**

| DOCUMENT TITLE |
|--|
| 1928 Baker River Dam Inspection Report from April 17, 1928, prepared by C.E. Crownover |
| 1932, Baker River Dam Inspection Report, prepared by Chas. T. Main, Inc., dated October 28. |
| 1968, Periodic Safety Inspection Report No. 1, Lower Baker River Development, F.P.C. Project No. 2150, prepared by Stone & Webster Engineering Corporation, dated August 27. (24 p.) |
| 1990, Lower Baker Lake Hydroelectric Project, Asbestos Building Surveys, July 10 & 11, 1990, survey conducted by Certified Industrial Health Services, Inc., dated June 18. |
| 2007, Topographic Survey for Puget Sound Energy, Lower Baker Dam, prepared by Leonard, Boudinot, & Skodje, Inc., dated December 27 (PDF; 6 sheets) |
| 2007, CAD Files for Topographic Survey for Puget Sound Energy, Lower Baker Dam, prepared by Leonard, Boudinot, & Skodje, Inc. (6 files) |
| 2008, NAVD 88 – 2006 Survey for Upper and Lower Baker Facilities, dated April 16. |
| 2011, Echoscope Survey Report, Baker River Lower Dam Plunge Pool, October 24th – October 27th, 2011, prepared by Tesla Offshore. (17 p.) |
| 2012, Figures SK102912DEH-4 to SK102912DEH-6: “Duct Bank Routing”, dated November 5. (3 sheets) |
| 2015, Condition Survey Report, Lower Baker Dam, prepared by Vertical Access, dated September 25. (317 p.) |
| 2015, Elevation, Downstream Face and Protection Walls, Downstream Face Investigation, prepared by Vertical Access, issued September 25. (1 sheet) |
| 2016, Puget Sound Energy – Lower Baker Dam, Dive Inspection – Dam Toe, prepared by Global Diving & Salvage, Inc., dated November. (51 p.) |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX H - DAM INSPECTION AND SURVEY REPORTS**

| DOCUMENT TITLE |
|--|
| 2016, Lower Baker Dam, Forebay Depression Mapping, Draft Data Collection and Processing Report, prepared by Tetra Tech, dated December 22. (50 p.) |
| LowerBaker_Dam_blue.jpg, photo showing scans of the upstream toe of the dam, and bathymetry. |
| LowerBaker_leed.jpg, photo showing scans of the upstream toe of the dam, and bathymetry. |
| LowerBaker_ov-E.jpg, photo showing scans of the upstream toe of the dam, and bathymetry. |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
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APPENDIX I - PREVIOUS ENVIRONMENTAL REPORTS**

| DOCUMENT TITLE |
|--|
| 2003, Habitat Conditions of Tributary Reaches Accessible to Anadromous and Adfluvial Salmonids and Estimated Salmonid Production Potentials: Baker River Basin, Draft Report, prepared by R2 Resource Consultants, Inc., dated October. (360 p.) |
| 2004, Lower Baker River, Habitat and Fish Use, Study A-02, Draft Report, prepared by R2 Resource Consultants, Inc., dated June. (34 p.) |
| 2010, Water Quality Protection Plan, Lower Baker Unit 4 Powerhouse - Phase 1, prepared by GeoEngineers, dated September 30. (132 p.) |

LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX J - INSTRUMENTATION

| ITEM | DOCUMENT TITLE |
|--|--|
| | 2019 Section 7 - Surveillance and Monitoring Plan and Appendices 7A and 7B, Supporting Technical Information, Baker River Hydroelectric Project, Lower Baker Dam |
| | Word file: LBK Section 07 Surveillance and Monitoring Plan - FINAL.docx |
| | Word file: LBK Section 7a DSSMP APDX 7A_Drawings.docx |
| | Word file: LBK Section 7b DSSMP APDX 7B_Inst Details Logs.docx |
| J-1 Datalogger Location Site Plan | |
| | Baker River ADAS, LBK Datalogger Layout As Built, dated 12/16/2019 |
| | Figure K-1, Datalogger Layout, Lower Baker Dam, Geotechnical Data Report, prepared by Shannon & Wilson, May 2021 |
| J-2 Datalogger Wiring Diagrams | |
| | Fig. 3, DL-11 Datalogger Wiring Schematic, Lower Baker Crest Instrumentation Automation, prepared by Shannon & Wilson |
| | Fig. 4, DL-12 Datalogger Wiring Schematic, Lower Baker Crest Instrumentation Automation, prepared by Shannon & Wilson |
| | Fig. 5, DL-13 Datalogger Wiring Schematic, Lower Baker Crest Instrumentation Automation, prepared by Shannon & Wilson |
| | Fig. H-9, Monitor Node DL-14 Wiring Schematic, Lower Baker Dam GDR, prepared by Shannon & Wilson, dated November 2018 |
| | Fig. H-10, Monitor Node DL-15 Wiring Schematic, Lower Baker Dam GDR, prepared by Shannon & Wilson, dated November 2018 |
| J-3 Datalogger Multiplexer Wiring Tables | |
| | Table 1, DL-11 Channel Designations, Lower Baker Dam Crest Automation, prepared by Shannon & Wilson |
| | Table 2 , DL-12 Channel Designations, Lower Baker Dam Crest Automation, prepared by Shannon & Wilson |
| | Table 3, DL-13 Channel Designation, Lower Baker Dam Crest Automation, prepared by Shannon & Wilson |
| | Table H2, Multiplexers in DL-14, Lower Baker Dam Draft GDR, prepared by Shannon & Wilson, dated 01/17/2019 (2 pages) |
| | Table H3, Multiplexers in DL-15, Lower Baker Dam Draft GDR, prepared by Shannon & Wilson, dated 01/17/2019 |
| J-4 Datalogger Data Path Diagram | |
| | Baker River ADAS , Network Schematic As Built, dated 12/16/2019 |
| J-5 Datalogger Photos | |
| | Photograph of Datalogger 11 [1] |
| | Photograph of Datalogger 11 [2] |
| | Photograph of Datalogger 12 |

**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
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APPENDIX J - INSTRUMENTATION**

| ITEM | DOCUMENT TITLE |
|--|---|
| | Photograph of Datalogger 13 |
| | Photograph of Datalogger 14 [1] |
| | Photograph of Datalogger 14 [2] |
| | Photograph of Datalogger 15 [1] |
| | Photograph of Datalogger 15 [2] |
| J-6 Datalogger Components Cut Sheets | |
| | Fig. H-2, CR6 Series - Measurement and Control Datalogger (3 sheets) |
| | Fig. H-3, AM16/32B - 16- or 32-Channel Relay Multiplexer (2 sheets) |
| | Fig. H-4, BP12, BP24, and PS24 - 12ah and 24 Ah Rechargeable Power Supplies (2 sheets) |
| | Fig. H-5, AVW200Series - Vibrating-Wire Modules (2 sheets) |
| | Fig. H-6, SP20 and SP20r-L - 20 W Solar Panels (2 sheets) |
| | Fig. H-7, RF401A and RF411A - 900 MHz, 250 mW, Spred Spectrum Radios (2 sheets) |
| | Fig. B-1, Fiberglass Enclosures - ENC10/12, ENC10/12R, ENC 12/14, ENC 14/16, and ENC16/18 (4 sheets) |
| | Fig. B-3, CR1000 - Measurement and Control Datalogger (8 sheets) |
| J-7 Vibrating Wire Piezometer Location Site Plan | |
| | Fig. 2, Site and Exploration Plan, Lower Baker Dam, Geotechnical Data Report, prepared by Shannon & Wilson, dated December 2018 |
| J-8 Vibrating Wire Piezometer Information Tables | |
| | Table H4 - Tetra Tech Vibrating Wire Piezometer Information, Lower Baker Dam Draft Geotechnical Data Report, prepared by Shannon & Wilson, dated 01/17/2019 |
| | Table H5 - New Borehole Piezometer Information, Lower Baker Dam Draft Geotechnical Data Report, prepared by Shannon & Wilson, dated 01/17/2019 |
| J-9 Vibrating Wire Piezometer Instrument Cut Sheet | |
| | Fig. H-11, Geokon 4500 Series VW Piezometers & Pressure Transducers (4 sheets) |
| J-10 Vibrating Wire Piezometer Calibration Documents | |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016A_1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016A_2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016A_3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016A_4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016A_5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016A_6 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016B_1 |

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APPENDIX J - INSTRUMENTATION**

| ITEM | DOCUMENT TITLE |
|------|---|
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016B_2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016B_3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016B_4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2016B_5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018A_1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018A-2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018A_3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018A_4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018A_5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018B_1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018B_2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018B_3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018B_4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018B_5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018C_1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018C_2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018C_3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018C_4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018C_5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018D_1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018D_2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018D_3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018D_4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018D_5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018E_1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018E_2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018E_3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018E_4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018E_5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018F_1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018F_2 |

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**LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
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APPENDIX J - INSTRUMENTATION**

| ITEM | DOCUMENT TITLE |
|------|--|
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018F_3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018F_4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for VWP_2018F_5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-01 VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-01 VWP 2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-01 VWP 3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-01 VWP 4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-01 VWP 5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-02 VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-03 VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-3 VWP 2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-03 VWP 3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-03 VWP 4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-03 VWP 5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-04 VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-04 VWP 2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-04 VWP 3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-04 VWP 4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-04 VWP 5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-05a VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-05a VWP 2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-05a VWP 3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-06 VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-06 VWP 2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-06 VWP 3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-06 VWP 4 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-06 VWP 5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-07 VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-07 VWP 2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-07 VWP 3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-07 VWP 4 |

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APPENDIX J - INSTRUMENTATION**

| ITEM | DOCUMENT TITLE |
|--|--|
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-07 VWP 5 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-08 VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-08 VWP 2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-08 VWP 3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-10a VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-10a VWP 2 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-10a VWP 3 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-11 VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for TT2015-12 VWP 1 |
| | Vibrating Wire Piezometer Installation Summary Sheet, B-1-D VWP 1 |
| | Geokon Vibrating Pressure Transducer Calibration Report for B-1-D VWP 1 |
| J-11 Vibrating Wire Piezometer Location Tables | |
| | Piezometer Northing, Easting, and Elevations (2 sheets) |
| J-12 Vibrating Wire Piezometer Cross Sections | |
| | Borehole 2015-01: Piezometer Locations |
| | Borehole 2015-02: Piezometer Locations |
| | Borehole 2015-03: Piezometer Locations |
| | Borehole 2015-04: Piezometer Locations |
| | Borehole 2015-05a: Piezometer Locations |
| | Borehole 2015-06: Piezometer Locations |
| | Borehole 2015-07: Piezometer Locations |
| | Borehole 2015-08: Piezometer Locations |
| | Borehole 2015-10a: Piezometer Locations |
| | Borehole 2015-11: Piezometer Locations |
| | Borehole 2015-12: Piezometer Locations |
| | Borehole 2016-A: Piezometer Locations |
| | Borehole 2016-B: Piezometer Locations |
| | Borehole 2018-A: Piezometer Locations |
| | Borehole 2018-B: Piezometer Locations |
| | Borehole 2018-C: Piezometer Locations |
| | Borehole 2018-D & F: Piezometer Locations |

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APPENDIX J - INSTRUMENTATION**

| ITEM | DOCUMENT TITLE |
|---|--|
| | Borehole 2018-E: Piezometer Locations |
| J-13 Vibrating Wire Piezometer Data Plots | |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT01-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT01-2 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT01-3 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT01-4 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT01-5 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT02-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT03-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT03-2 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT03-3 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT03-4 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT03-5 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT04-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT04-2 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT04-3 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT04-4 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT04-5 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT05a-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT05a-2 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT05a-3 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT06-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT06-2 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT06-3 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT06-4 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT06-5 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT07-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT07-2 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT07-3 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT07-4 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT07-5 |

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| ITEM | DOCUMENT TITLE |
|------|--|
| | Piezometer Data through January 2021 for LBK Crest Piezo TT08-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT08-2 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT08-3 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT10a-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT10a-2 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT10a-3 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT11-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo TT12-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo B1-D1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016A-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016A-2 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016A-3 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016A-4 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016A-5 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016A-6 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016B-1 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016B-2 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016B-3 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016B-4 |
| | Piezometer Data through January 2021 for LBK Crest Piezo 2016B-5 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018A-1 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018A-2 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018A-3 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018A-4 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018A-5 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018B-1 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018B-2 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018B-3 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018B-4 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018B-5 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018C-1 |

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| ITEM | DOCUMENT TITLE |
|----------------------------------|--|
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018C-2 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018C-3 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018C-4 |
| | Piezometer Data through January 2021 for LBK Left Abutment Piezo 2018C-5 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018D-1 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018D-2 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018D-3 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018D-4 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018D-5 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018E-1 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018E-2 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018E-3 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018E-4 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018E-5 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018F-1 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018F-2 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018F-3 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018F-4 |
| | Piezometer Data through January 2021 for LBK Right Abutment Piezo 2018F-5 |
| J-14 PSE AMTS Prism Locations | |
| | Drawing, Dam Monitoring Points , Lower Baker Dam, prepared by David Evans and Associates, dated May 24, 2018 |
| J-15 Downlooker Bracket Drawings | |
| | Drawing No. BR-1, Bracket Views, PSE Lower Baker Plunge Pool Monitoring, prepared by Golder Associates, revised 12/01/2012 |
| | Drawing No. BR-2, Bracket Details, PSE Lower Baker Plunge Pool Monitoring, prepared by Golder Associates, revised 12/01/2012 |
| | Drawing No. BR-3, Bracket Notes, PSE Lower Baker Plunge Pool Monitoring, prepared by Golder Associates, revised 12/01/2012 |
| J-16 Downlooker Bracket Photos | |
| | Photograph 1 and Photograph 2, PSE Lower Baker Dam, Plunge Pool Waster Level Monitoring Instrumenation, dated December 2012 |
| | Photograph 3 and Photograph 4, PSE Lower Baker Dam, Plunge Pool Waster Level Monitoring Instrumenation, dated December 2012 |

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LOWER BAKER DAM SEEPAGE REDUCTION PROJECT
SECTION 00 01 20 - SUPPLEMENTAL INFORMATION
APPENDIX J - INSTRUMENTATION

| ITEM | DOCUMENT TITLE |
|------------------------|--|
| | Photograph 5 and Photograph 6, PSE Lower Baker Dam, Plunge Pool Waster Level Monitoring Instrumenation, dated December 2012 |
| J-17 Downlooker Manual | |
| | Radar Level Recorder, RLR-0001-1 RLR-0003-1, Operations & Maintenance Manual, Part No. 8800-1169, Sutron Corporation (64 p.) |

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Lower Baker Seepage Reduction Project No. 4600015254

EXHIBIT 1

Lower Baker Constructors, LLC

MEMBER GUARANTY

Dated as of October 21, 2021

TO: PUGET SOUND ENERGY, INC.

1. Introduction. Puget Sound Energy, Inc. ("Beneficiary") and Lower Baker Constructors, LLC ("Contractor") have entered into that certain Contract for Construction Work (as amended from time to time, the "Contract") dated as of October 21, 2021, pertaining to the Lower Baker Dam Seepage Reduction Project (the "Project"). This guaranty (the "Guaranty") is being given by Guarantor (defined below) to Beneficiary for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with the above-referenced Contract. The undersigned **Traylor Bros., Inc.** ("Guarantor") hereby acknowledges and warrants that (i) Guarantor has an ownership interest in Contractor, and (ii) Guarantor reasonably expects to receive a direct and material benefit from the Contract and from the issuance of this Guaranty.

2. Guaranty. Guarantor, jointly and severally together with any other guarantor, hereby unconditionally, absolutely and irrevocably guaranties to Beneficiary, and its permitted successors and assigns, the full and timely payment and performance by Contractor of all Contractor's covenants, agreements, and other obligations under the Contract, and under all documents and instruments contemplated to be executed by Contractor pursuant to the Contract (all such covenants, agreements, and other obligations arising out of or under the Contract or such other documents or instruments are hereinafter collectively referred to as the "Guaranteed Obligations"). Guarantor's obligations under this Guaranty will be deemed to have begun on the date of execution of the Contract. This Guaranty is a guaranty of payment and of performance and not merely of collection. This Guaranty is a primary obligation of Guarantor and not merely a contract of surety. If Contractor defaults in the payment or performance of any of the Guaranteed Obligations, and Beneficiary gives Guarantor and Contractor written notice thereof, Guarantor shall, within fifteen (15) days after receipt of such notice, pay in immediately available funds (including any interest accrued thereon in accordance with the terms of the Contract from the date due by Contractor) or perform (or cause another qualified entity selected by Guarantor and approved by Beneficiary in writing, to perform) the unperformed Guaranteed Obligations in accordance with the terms of the Contract. Notwithstanding anything to the contrary set forth in this Guaranty and except for defenses arising from the bankruptcy, insolvency, or dissolution of Contractor, all defenses, claims set-offs, deductions, limitation on liability, rights to receive notice, opportunities to cure defaults, and other rights available to Contractor under the Contract shall be available to Guarantor (collectively, "Defenses"). However, in determining the extent to which Guarantor must perform the obligations of Contractor pursuant to this Guaranty, (a) in no event shall Guarantor be permitted to assert any Defenses greater than those provided Contractor under the Contract, and (b) to the extent that it is determined by arbitration or litigation in accordance with the Contract that any Defenses are unavailable to Contractor, have been waived by Contractor, or are limited in scope or nature, Guarantor shall be prohibited from raising such Defenses to the extent same are so determined by arbitration or litigation as aforesaid to be unavailable, waived, or limited.

Lower Baker Seepage Reduction Project No. 4600015254

3. Representations and Warranties. Guarantor hereby represents and warrants that:

(a) It is a corporation, duly formed, validly existing, and in good standing under the laws of Indiana and has full power and authority to own its property and to carry on its business as now conducted.

(b) This Guaranty is made in furtherance of the purposes for which Guarantor has been organized. Guarantor has full legal right, power, and authority to execute this Guaranty and to carry out its obligations hereunder, and this Guaranty has been duly authorized by all requisite corporate action on its part. This Guaranty has been duly authorized and executed by Guarantor. This Guaranty constitutes a valid and legally binding obligation of Guarantor, enforceable against it in accordance with its terms. No consent, authorization, order, or approval of or filing or registration with any person or entity, including any governmental entity, is required in connection with the execution and performance of this Guaranty.

(c) Guarantor's execution and performance of this Guaranty and the transactions contemplated hereby do not (A) constitute a breach of any term or provision of or a default under (1) any contract or agreement to which it or any of its affiliates is a party or by which it or any of its affiliates or its or their property is bound, (2) its organizational documents, or (3) any laws, regulations, or judicial orders having applicability to it, which breach would have a material adverse effect on its ability to perform its obligations hereunder, or (B) result in the creation of any lien, charge, claim, or other encumbrance on its property or the property of its subsidiaries.

(d) There is no action, suit, or similar proceeding at law or in equity, before or by any court or governmental authority, pending or, to the best of Guarantor's knowledge, threatened against Guarantor wherein an unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Guaranty or any other agreement or instrument entered into by the Guarantor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by Guarantor of its obligations hereunder.

(e) Guarantor is fully familiar with all the covenants, terms and conditions of the Contract.

(f) Guarantor is sufficiently knowledgeable and experienced in financial and business matters to evaluate and understand the risks assumed in connection with the execution of this Guaranty.

(g) Guarantor has had the opportunity to examine the records, reports, financial statements, and other information relating to the financial condition of Contractor and the Guaranteed Obligations.

(h) Guarantor is not party to any contract, agreement, indenture or instrument, or subject to any restriction individually or in the aggregate that would have a material adverse effect on Guarantor's financial condition or business or that would in any way jeopardize the ability of Guarantor to perform under this Guaranty.

Beneficiary has no duty, obligation or responsibility of any nature whatsoever to advise the Guarantor of any change in the Contractor's financial condition or in the terms of Contract.

Lower Baker Seepage Reduction Project No. 4600015254

4. Continuing Guaranty. Guarantor hereby guarantees that:

(a) The obligations of Guarantor under this Guaranty are absolute, present, irrevocable, and unconditional and shall remain in full force and effect until Contractor shall have fully paid and performed all of its obligations under the Contract in accordance with its terms and shall not be released or discharged by: (i) any failure, omission, or delay by Beneficiary in the exercise of any right, power, or remedy conferred on Beneficiary with respect to this Guaranty, or any exercise by Beneficiary of any right, power, or remedy conferred on Beneficiary with respect to this Guaranty; (ii) any assignment of the Contract by Contractor or Beneficiary or any change in the ownership, direct or indirect, of Contractor; (iii) any permitted assignment for the purpose of creating a security interest in all or any part of the respective interests of Contractor or Beneficiary in the Contract or in the Project and any consent to such assignment executed by Contractor or Guarantor; (iv) unenforceability, for any reason, of the Contract (except that Guarantor shall not be obligated to perform any work or make any payment to the extent that any applicable law, final unappealable order, or regulation prohibits the performance or payment thereof); (v) the insolvency, bankruptcy, liquidation, or dissolution of Contractor; or (vi) any other similar circumstance which might constitute a legal or equitable discharge or defense under applicable principles of suretyship law.

(b) Notwithstanding anything in this Guaranty to the contrary, if any of the Guaranteed Obligations are waived, amended, or modified, then Guarantor shall guaranty such amended or modified Guaranteed Obligations as so amended or modified. In the event of any enforcement of this Guaranty, Guarantor shall be bound by such waived, amended, or modified Guaranteed Obligations.

(c) Notwithstanding the other provisions of this Section, nothing in this Section shall limit the rights expressly given to Guarantor under Section 2 hereof.

5. Waivers by Guarantor.

(a) The obligations of Guarantor hereunder shall not be subject to any counterclaim, set-off, deduction, or defense based on any claim that Guarantor may have against Contractor, Beneficiary, or any other person; provided however, that Guarantor expressly reserves the right to pursue any claims against any of the foregoing in a separate proceeding or as may be allowed under the Contract.

(b) Guarantor hereby unconditionally and irrevocably waives (a) all notices which may be required by statute or otherwise, including notices of acceptance, default, presentment, or demand, (b) all suretyship defenses of every nature available under the laws of any state, (c) notice of acceptance of this Guaranty, and (d) any and all defenses arising from the invalidity, ineffectiveness, or unenforceability of the Contract or this Guaranty.

(c) Notwithstanding anything in this Guaranty to the contrary, this Guaranty shall not be construed as (i) expanding any agreement on the part of Contractor under the Contract or any consent to assignment of the Contract executed by Contractor or (ii) imposing on Guarantor any obligation to perform or observe any agreement on the part of Contractor contained in the Contract that Contractor is not then obligated to perform unless Contractor is not then obligated to perform or observe such agreement due to the bankruptcy, insolvency, or dissolution of Contractor.

(d) Guarantor agrees that Guarantor shall not have, and hereby expressly subordinates, any claim, right or remedy that Guarantor may now have or hereafter acquire

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Lower Baker Seepage Reduction Project No. 4600015254

against Contractor including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, indemnification or participation in any claim, right or remedy that Beneficiary has or may hereafter have against Contractor, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. Guarantor hereby acknowledges and agrees that this subordination is intended to benefit Contractor and Beneficiary and shall not limit or otherwise affect Guarantor's liability under this Guaranty.

(e) Guarantor agrees that Beneficiary may do or refrain from doing any of the following without notice to, or the consent of, Guarantor, without reducing or discharging the Guaranteed Obligations (except to the extent any Defenses are triggered thereby): (i) amend or modify the Contract; (ii) amend, supplement and waive compliance with any of the provisions of documents evidencing or related to any of the Guaranteed Obligations; (iii) settle, modify, release, compromise or subordinate any Guaranteed Obligation; and (iv) accept partial payments or performance from Contractor in any manner that Beneficiary elects.

(f) Notwithstanding the other provisions of this Section, nothing in this Section shall limit the rights expressly given to Guarantor under Section 2 hereof.

6. Reinstatement of Obligations. If Beneficiary is required to refund, as a result of Contractor's bankruptcy or insolvency or any receivership proceeding, any amount previously paid in connection with a Guaranteed Obligation, the obligation of Guarantor under this Guaranty with respect to such amount shall be automatically reinstated and shall constitute a Guaranteed Obligation until Guarantor pays Beneficiary the amount reclaimed or the amount is otherwise paid to Beneficiary and is not subject to further reclamation.

7. Remedies. This Guaranty may be enforced as to one or more breaches either separately or cumulatively. No failure or delay on the part of Beneficiary to exercise any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the exercise of any other right. The remedies provided herein are not exclusive of any remedies Beneficiary may otherwise have under law or at equity provided that any exclusive remedy provided to Beneficiary under the Contract shall similarly constitute Beneficiary's exclusive remedy against Guarantor. This Guaranty constitutes the entire agreement between Beneficiary and Guarantor concerning the subject matter hereof. Beneficiary may enforce this Guaranty against Guarantor without attempting to collect or without exhausting Beneficiary's efforts to collect from Contractor, any other guarantor or anyone else who is liable for the Guaranteed Obligations. Without limiting the foregoing, Beneficiary may sue on the Contract or may take any other action authorized under the Contract or by law. In each case, Beneficiary shall have the right to exercise its remedies in whatever order it elects and may join Guarantor in any suit on the Contract or can proceed against Guarantor in a separate proceeding.

8. Governing Law. THE LAWS OF THE STATE OF WASHINGTON SHALL GOVERN THE INTERPRETATION, CONSTRUCTION, ENFORCEABILITY, LEGALITY, AND VALIDITY OF THIS GUARANTY, AND ALL DISPUTES ARISING HEREUNDER OR IN ANY MANNER RELATED HERETO WITHOUT REGARD TO LAWS THAT MIGHT BE APPLICABLE UNDER CONFLICTS OF LAWS PRINCIPLES.

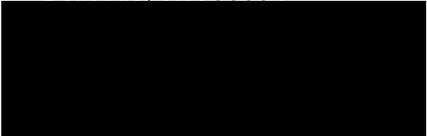
9. Jurisdiction. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THE ENFORCEMENT OF THIS GUARANTY SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL AND STATE COURTS SITTING IN KING COUNTY, WASHINGTON, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY, GUARANTOR HEREBY ACCEPTS AND CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND

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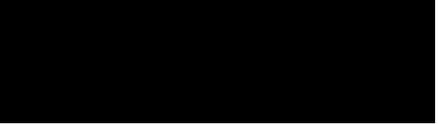
Lower Baker Seepage Reduction Project No. 4600015254

UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. GUARANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON GROUNDS OF *FORUM NONCONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

10. Notices. All notices and other communications required or permitted to be given hereunder: (a) shall be in writing; (b) shall be delivered in person, by express courier, by facsimile transmission or by email; (c) shall be deemed delivered (i) in the case of delivery in person or by courier, when actually received by the recipient party, (ii) by facsimile transmission when such transmission is sent to the proper party and is completed and (iii) by email, when receipt is confirmed by voice confirmation; and (d) shall be delivered (i) to Beneficiary at its address specified below, (ii) to Guarantor at its address set forth below, and (iii) to Contractor at its address specified below, or at such other addresses as shall have been designated to the others on ten (10) days' prior notice.

| | |
|-------------|--|
| Beneficiary | Puget Sound Energy, Inc. 355 110 th Avenue NE Bellevue, WA 98004  |
|-------------|--|

| | |
|------------|--|
| Contractor | Lower Baker Constructors, LLC 3050 E. Airport Way Long Beach, CA 90806  |
|------------|--|

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|-----------|---|
| Guarantor | Traylor Bros., Inc. 835 N. Congress Ave. Evansville, IN 47715  |
|-----------|---|

11. Assignment. This guaranty and the rights and benefits of Beneficiary hereunder may be assigned to any affiliate of Beneficiary without the consent of Contractor or Guarantor. Guarantor agrees that no assignment of Guarantor's obligations under this Guaranty may be made to any person without the prior written consent of Beneficiary.

12. Term of the Guaranty. This Guaranty shall remain in full force and effect from its effective date until all of the obligations of Contractor under the Contract have been fully performed, or are discharged, released, or otherwise excused; provided that in the case of a discharge resulting from the bankruptcy, insolvency, or dissolution of Contractor, this Guaranty shall continue and remain in full force and effect.

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Lower Baker Seepage Reduction Project No. 4600015254

13. Amendments. Neither this Guaranty nor any provision hereof may be changed, waived, discharged, or terminated orally.

14. Entire Agreement. This Guaranty constitutes the entire understanding between Beneficiary and Guarantor with respect to the subject matter hereof; no course of prior dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any terms; and there are no conditions to the full effectiveness of this Guaranty. All prior and contemporaneous negotiations, understandings and agreements between Guarantor and Beneficiary with respect to the subject matter hereof are merged in this Guaranty.

15. Invalid Provisions. If any provision of this Guaranty is invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Guaranty and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included.

16. Attorneys' Fees and Collection Expenses. If there shall occur any dispute regarding an alleged default under this Guaranty, the prevailing party shall be entitled to recover from the non-prevailing party, upon demand, any costs and expenses incurred in connection with the determination or preservation of rights under, and enforcement or defense of, this Guaranty whether or not any lawsuit or arbitration proceeding is commenced, in all such cases, including, without limitation, reasonable attorneys' fees and costs (including the allocated fees of internal counsel). Costs and expenses as referred to above shall include, without limitation, a reasonable hourly rate for collection personnel, whether employed in-house or otherwise, overhead costs as reasonably allocated to the collection effort, and all other expenses actually incurred. Reasonable attorneys' fees and costs shall include, without limitation, attorneys' fees and costs incurred in connection with any bankruptcy case or other insolvency proceeding commenced by or against Contractor or Guarantor, including all fees incurred in connection with (a) moving for relief from the automatic stay, to convert or dismiss the case or proceeding or to appoint a trustee or examiner or (b) proposing or opposing confirmation of a plan of reorganization or liquidation, in any case without regard to the identity of the prevailing party.

17. Jury Waiver. GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING OUT OF THIS GUARANTY, WHETHER NOW OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND HEREBY CONSENTS AND AGREES THAT ANY SUCH CLAIM MAY, AT BENEFICIARY'S ELECTION, BE DECIDED BY TRIAL WITHOUT A JURY AND THAT BENEFICIARY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER AND AGREEMENT CONTAINED HEREIN.

Executed as of the date first above written.

GUARANTOR:
Traylor Bros., Inc.

By:

Its:

Christopher S. Traylor
Co-President

10/22/2021

DocuSigned by:
Christopher Traylor
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Lower Baker Seepage Reduction Project No. 4600015254

EXHIBIT 1

Lower Baker Constructors, LLC

MEMBER GUARANTY

Dated as of October 21, 2021

TO: PUGET SOUND ENERGY, INC.

1. Introduction. Puget Sound Energy, Inc. ("Beneficiary") and Lower Baker Constructors, LLC ("Contractor") have entered into that certain Contract for Construction Work (as amended from time to time, the "Contract") dated as of October 21, 2021, pertaining to the Lower Baker Dam Seepage Reduction Project (the "Project"). This guaranty (the "Guaranty") is being given by Guarantor (defined below) to Beneficiary for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with the above-referenced Contract. The undersigned **Ballard Marine Construction, LLC**. ("Guarantor") hereby acknowledges and warrants that (i) Guarantor has an ownership interest in Contractor, and (ii) Guarantor reasonably expects to receive a direct and material benefit from the Contract and from the issuance of this Guaranty.

2. Guaranty. Guarantor, jointly and severally together with any other guarantor, hereby unconditionally, absolutely and irrevocably guaranties to Beneficiary, and its permitted successors and assigns, the full and timely payment and performance by Contractor of all Contractor's covenants, agreements, and other obligations under the Contract, and under all documents and instruments contemplated to be executed by Contractor pursuant to the Contract (all such covenants, agreements, and other obligations arising out of or under the Contract or such other documents or instruments are hereinafter collectively referred to as the "Guaranteed Obligations"). Guarantor's obligations under this Guaranty will be deemed to have begun on the date of execution of the Contract. This Guaranty is a guaranty of payment and of performance and not merely of collection. This Guaranty is a primary obligation of Guarantor and not merely a contract of surety. If Contractor defaults in the payment or performance of any of the Guaranteed Obligations, and Beneficiary gives Guarantor and Contractor written notice thereof, Guarantor shall, within fifteen (15) days after receipt of such notice, pay in immediately available funds (including any interest accrued thereon in accordance with the terms of the Contract from the date due by Contractor) or perform (or cause another qualified entity selected by Guarantor and approved by Beneficiary in writing, to perform) the unperformed Guaranteed Obligations in accordance with the terms of the Contract. Notwithstanding anything to the contrary set forth in this Guaranty and except for defenses arising from the bankruptcy, insolvency, or dissolution of Contractor, all defenses, claims set-offs, deductions, limitation on liability, rights to receive notice, opportunities to cure defaults, and other rights available to Contractor under the Contract shall be available to Guarantor (collectively, "Defenses"). However, in determining the extent to which Guarantor must perform the obligations of Contractor pursuant to this Guaranty, (a) in no event shall Guarantor be permitted to assert any Defenses greater than those provided Contractor under the Contract, and (b) to the extent that it is determined by arbitration or litigation in accordance with the Contract that any Defenses are unavailable to Contractor, have been waived by Contractor, or are limited in scope or nature, Guarantor shall be prohibited from raising such Defenses to the extent same are so determined by arbitration or litigation as aforesaid to be unavailable, waived, or limited.

Lower Baker Seepage Reduction Project No. 4600015254

3. Representations and Warranties. Guarantor hereby represents and warrants that:

(a) It is a corporation, duly formed, validly existing, and in good standing under the laws of Indiana and has full power and authority to own its property and to carry on its business as now conducted.

(b) This Guaranty is made in furtherance of the purposes for which Guarantor has been organized. Guarantor has full legal right, power, and authority to execute this Guaranty and to carry out its obligations hereunder, and this Guaranty has been duly authorized by all requisite corporate action on its part. This Guaranty has been duly authorized and executed by Guarantor. This Guaranty constitutes a valid and legally binding obligation of Guarantor, enforceable against it in accordance with its terms. No consent, authorization, order, or approval of or filing or registration with any person or entity, including any governmental entity, is required in connection with the execution and performance of this Guaranty.

(c) Guarantor's execution and performance of this Guaranty and the transactions contemplated hereby do not (A) constitute a breach of any term or provision of or a default under (1) any contract or agreement to which it or any of its affiliates is a party or by which it or any of its affiliates or its or their property is bound, (2) its organizational documents, or (3) any laws, regulations, or judicial orders having applicability to it, which breach would have a material adverse effect on its ability to perform its obligations hereunder, or (B) result in the creation of any lien, charge, claim, or other encumbrance on its property or the property of its subsidiaries.

(d) There is no action, suit, or similar proceeding at law or in equity, before or by any court or governmental authority, pending or, to the best of Guarantor's knowledge, threatened against Guarantor wherein an unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Guaranty or any other agreement or instrument entered into by the Guarantor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by Guarantor of its obligations hereunder.

(e) Guarantor is fully familiar with all the covenants, terms and conditions of the Contract.

(f) Guarantor is sufficiently knowledgeable and experienced in financial and business matters to evaluate and understand the risks assumed in connection with the execution of this Guaranty.

(g) Guarantor has had the opportunity to examine the records, reports, financial statements, and other information relating to the financial condition of Contractor and the Guaranteed Obligations.

(h) Guarantor is not party to any contract, agreement, indenture or instrument, or subject to any restriction individually or in the aggregate that would have a material adverse effect on Guarantor's financial condition or business or that would in any way jeopardize the ability of Guarantor to perform under this Guaranty.

Beneficiary has no duty, obligation or responsibility of any nature whatsoever to advise the Guarantor of any change in the Contractor's financial condition or in the terms of Contract.

Lower Baker Seepage Reduction Project No. 4600015254

4. Continuing Guaranty. Guarantor hereby guarantees that:

(a) The obligations of Guarantor under this Guaranty are absolute, present, irrevocable, and unconditional and shall remain in full force and effect until Contractor shall have fully paid and performed all of its obligations under the Contract in accordance with its terms and shall not be released or discharged by: (i) any failure, omission, or delay by Beneficiary in the exercise of any right, power, or remedy conferred on Beneficiary with respect to this Guaranty, or any exercise by Beneficiary of any right, power, or remedy conferred on Beneficiary with respect to this Guaranty; (ii) any assignment of the Contract by Contractor or Beneficiary or any change in the ownership, direct or indirect, of Contractor; (iii) any permitted assignment for the purpose of creating a security interest in all or any part of the respective interests of Contractor or Beneficiary in the Contract or in the Project and any consent to such assignment executed by Contractor or Guarantor; (iv) unenforceability, for any reason, of the Contract (except that Guarantor shall not be obligated to perform any work or make any payment to the extent that any applicable law, final unappealable order, or regulation prohibits the performance or payment thereof); (v) the insolvency, bankruptcy, liquidation, or dissolution of Contractor; or (vi) any other similar circumstance which might constitute a legal or equitable discharge or defense under applicable principles of suretyship law.

(b) Notwithstanding anything in this Guaranty to the contrary, if any of the Guaranteed Obligations are waived, amended, or modified, then Guarantor shall guaranty such amended or modified Guaranteed Obligations as so amended or modified. In the event of any enforcement of this Guaranty, Guarantor shall be bound by such waived, amended, or modified Guaranteed Obligations.

(c) Notwithstanding the other provisions of this Section, nothing in this Section shall limit the rights expressly given to Guarantor under Section 2 hereof.

5. Waivers by Guarantor.

(a) The obligations of Guarantor hereunder shall not be subject to any counterclaim, set-off, deduction, or defense based on any claim that Guarantor may have against Contractor, Beneficiary, or any other person; provided however, that Guarantor expressly reserves the right to pursue any claims against any of the foregoing in a separate proceeding or as may be allowed under the Contract.

(b) Guarantor hereby unconditionally and irrevocably waives (a) all notices which may be required by statute or otherwise, including notices of acceptance, default, presentment, or demand, (b) all suretyship defenses of every nature available under the laws of any state, (c) notice of acceptance of this Guaranty, and (d) any and all defenses arising from the invalidity, ineffectiveness, or unenforceability of the Contract or this Guaranty.

(c) Notwithstanding anything in this Guaranty to the contrary, this Guaranty shall not be construed as (i) expanding any agreement on the part of Contractor under the Contract or any consent to assignment of the Contract executed by Contractor or (ii) imposing on Guarantor any obligation to perform or observe any agreement on the part of Contractor contained in the Contract that Contractor is not then obligated to perform unless Contractor is not then obligated to perform or observe such agreement due to the bankruptcy, insolvency, or dissolution of Contractor.

(d) Guarantor agrees that Guarantor shall not have, and hereby expressly subordinates, any claim, right or remedy that Guarantor may now have or hereafter acquire

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against Contractor including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, indemnification or participation in any claim, right or remedy that Beneficiary has or may hereafter have against Contractor, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. Guarantor hereby acknowledges and agrees that this subordination is intended to benefit Contractor and Beneficiary and shall not limit or otherwise affect Guarantor's liability under this Guaranty.

(e) Guarantor agrees that Beneficiary may do or refrain from doing any of the following without notice to, or the consent of, Guarantor, without reducing or discharging the Guaranteed Obligations (except to the extent any Defenses are triggered thereby): (i) amend or modify the Contract; (ii) amend, supplement and waive compliance with any of the provisions of documents evidencing or related to any of the Guaranteed Obligations; (iii) settle, modify, release, compromise or subordinate any Guaranteed Obligation; and (iv) accept partial payments or performance from Contractor in any manner that Beneficiary elects.

(f) Notwithstanding the other provisions of this Section, nothing in this Section shall limit the rights expressly given to Guarantor under Section 2 hereof.

6. Reinstatement of Obligations. If Beneficiary is required to refund, as a result of Contractor's bankruptcy or insolvency or any receivership proceeding, any amount previously paid in connection with a Guaranteed Obligation, the obligation of Guarantor under this Guaranty with respect to such amount shall be automatically reinstated and shall constitute a Guaranteed Obligation until Guarantor pays Beneficiary the amount reclaimed or the amount is otherwise paid to Beneficiary and is not subject to further reclamation.

7. Remedies. This Guaranty may be enforced as to one or more breaches either separately or cumulatively. No failure or delay on the part of Beneficiary to exercise any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the exercise of any other right. The remedies provided herein are not exclusive of any remedies Beneficiary may otherwise have under law or at equity provided that any exclusive remedy provided to Beneficiary under the Contract shall similarly constitute Beneficiary's exclusive remedy against Guarantor. This Guaranty constitutes the entire agreement between Beneficiary and Guarantor concerning the subject matter hereof. Beneficiary may enforce this Guaranty against Guarantor without attempting to collect or without exhausting Beneficiary's efforts to collect from Contractor, any other guarantor or anyone else who is liable for the Guaranteed Obligations. Without limiting the foregoing, Beneficiary may sue on the Contract or may take any other action authorized under the Contract or by law. In each case, Beneficiary shall have the right to exercise its remedies in whatever order it elects and may join Guarantor in any suit on the Contract or can proceed against Guarantor in a separate proceeding.

8. Governing Law. THE LAWS OF THE STATE OF WASHINGTON SHALL GOVERN THE INTERPRETATION, CONSTRUCTION, ENFORCEABILITY, LEGALITY, AND VALIDITY OF THIS GUARANTY, AND ALL DISPUTES ARISING HEREUNDER OR IN ANY MANNER RELATED HERETO WITHOUT REGARD TO LAWS THAT MIGHT BE APPLICABLE UNDER CONFLICTS OF LAWS PRINCIPLES.

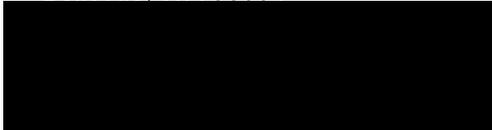
9. Jurisdiction. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THE ENFORCEMENT OF THIS GUARANTY SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL AND STATE COURTS SITTING IN KING COUNTY, WASHINGTON, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY, GUARANTOR HEREBY ACCEPTS AND CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND

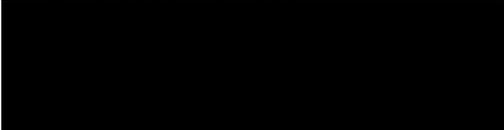
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Lower Baker Seepage Reduction Project No. 4600015254

UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. GUARANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON GROUNDS OF *FORUM NONCONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

10. Notices. All notices and other communications required or permitted to be given hereunder: (a) shall be in writing; (b) shall be delivered in person, by express courier, by facsimile transmission or by email; (c) shall be deemed delivered (i) in the case of delivery in person or by courier, when actually received by the recipient party, (ii) by facsimile transmission when such transmission is sent to the proper party and is completed and (iii) by email, when receipt is confirmed by voice confirmation; and (d) shall be delivered (i) to Beneficiary at its address specified below, (ii) to Guarantor at its address set forth below, and (iii) to Contractor at its address specified below, or at such other addresses as shall have been designated to the others on ten (10) days' prior notice.

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| Beneficiary | Puget Sound Energy, Inc. 355 110 th Avenue NE Bellevue, WA 98004 |
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| Contractor | Lower Baker Constructors, LLC 3050 E. Airport Way Long Beach, CA 90806 |
| |  |

| | |
|-----------|---|
| Guarantor | Ballard Marine Construction, LLC. 727 S 27 th Street Washougal, WA 98671 |
| |  |

11. Assignment. This guaranty and the rights and benefits of Beneficiary hereunder may be assigned to any affiliate of Beneficiary without the consent of Contractor or Guarantor. Guarantor agrees that no assignment of Guarantor's obligations under this Guaranty may be made to any person without the prior written consent of Beneficiary.

12. Term of the Guaranty. This Guaranty shall remain in full force and effect from its effective date until all of the obligations of Contractor under the Contract have been fully performed, or are discharged, released, or otherwise excused; provided that in the case of a discharge resulting from the bankruptcy, insolvency, or dissolution of Contractor, this Guaranty shall continue and remain in full force and effect.

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Lower Baker Seepage Reduction Project No. 4600015254

13. Amendments. Neither this Guaranty nor any provision hereof may be changed, waived, discharged, or terminated orally.

14. Entire Agreement. This Guaranty constitutes the entire understanding between Beneficiary and Guarantor with respect to the subject matter hereof; no course of prior dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any terms; and there are no conditions to the full effectiveness of this Guaranty. All prior and contemporaneous negotiations, understandings and agreements between Guarantor and Beneficiary with respect to the subject matter hereof are merged in this Guaranty.

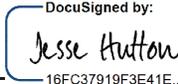
15. Invalid Provisions. If any provision of this Guaranty is invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Guaranty and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included.

16. Attorneys' Fees and Collection Expenses. If there shall occur any dispute regarding an alleged default under this Guaranty, the prevailing party shall be entitled to recover from the non-prevailing party, upon demand, any costs and expenses incurred in connection with the determination or preservation of rights under, and enforcement or defense of, this Guaranty whether or not any lawsuit or arbitration proceeding is commenced, in all such cases, including, without limitation, reasonable attorneys' fees and costs (including the allocated fees of internal counsel). Costs and expenses as referred to above shall include, without limitation, a reasonable hourly rate for collection personnel, whether employed in-house or otherwise, overhead costs as reasonably allocated to the collection effort, and all other expenses actually incurred. Reasonable attorneys' fees and costs shall include, without limitation, attorneys' fees and costs incurred in connection with any bankruptcy case or other insolvency proceeding commenced by or against Contractor or Guarantor, including all fees incurred in connection with (a) moving for relief from the automatic stay, to convert or dismiss the case or proceeding or to appoint a trustee or examiner or (b) proposing or opposing confirmation of a plan of reorganization or liquidation, in any case without regard to the identity of the prevailing party.

17. Jury Waiver. GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING OUT OF THIS GUARANTY, WHETHER NOW OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND HEREBY CONSENTS AND AGREES THAT ANY SUCH CLAIM MAY, AT BENEFICIARY'S ELECTION, BE DECIDED BY TRIAL WITHOUT A JURY AND THAT BENEFICIARY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER AND AGREEMENT CONTAINED HEREIN.

Executed as of the date first above written.

GUARANTOR:
Ballard Marine Construction, LLC

By: 
16FC37919F3E41E...
Jesse Hutton
Its: President & CEO
10/22/2021

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Lower Baker Seepage Reduction Project No. 4600015254

EXHIBIT 1

Lower Baker Constructors, LLC

MEMBER GUARANTY

Dated as of October 21, 2021

TO: PUGET SOUND ENERGY, INC.

1. Introduction. Puget Sound Energy, Inc. ("Beneficiary") and Lower Baker Constructors, LLC ("Contractor") have entered into that certain Contract for Construction Work (as amended from time to time, the "Contract") dated as of October 21, 2021, pertaining to the Lower Baker Dam Seepage Reduction Project (the "Project"). This guaranty (the "Guaranty") is being given by Guarantor (defined below) to Beneficiary for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with the above-referenced Contract. The undersigned **Advanced Construction Techniques, Inc.** ("Guarantor") hereby acknowledges and warrants that (i) Guarantor has an ownership interest in Contractor, and (ii) Guarantor reasonably expects to receive a direct and material benefit from the Contract and from the issuance of this Guaranty.

2. Guaranty. Guarantor, jointly and severally together with any other guarantor, hereby unconditionally, absolutely and irrevocably guaranties to Beneficiary, and its permitted successors and assigns, the full and timely payment and performance by Contractor of all Contractor's covenants, agreements, and other obligations under the Contract, and under all documents and instruments contemplated to be executed by Contractor pursuant to the Contract (all such covenants, agreements, and other obligations arising out of or under the Contract or such other documents or instruments are hereinafter collectively referred to as the "Guaranteed Obligations"). Guarantor's obligations under this Guaranty will be deemed to have begun on the date of execution of the Contract. This Guaranty is a guaranty of payment and of performance and not merely of collection. This Guaranty is a primary obligation of Guarantor and not merely a contract of surety. If Contractor defaults in the payment or performance of any of the Guaranteed Obligations, and Beneficiary gives Guarantor and Contractor written notice thereof, Guarantor shall, within fifteen (15) days after receipt of such notice, pay in immediately available funds (including any interest accrued thereon in accordance with the terms of the Contract from the date due by Contractor) or perform (or cause another qualified entity selected by Guarantor and approved by Beneficiary in writing, to perform) the unperformed Guaranteed Obligations in accordance with the terms of the Contract. Notwithstanding anything to the contrary set forth in this Guaranty and except for defenses arising from the bankruptcy, insolvency, or dissolution of Contractor, all defenses, claims set-offs, deductions, limitation on liability, rights to receive notice, opportunities to cure defaults, and other rights available to Contractor under the Contract shall be available to Guarantor (collectively, "Defenses"). However, in determining the extent to which Guarantor must perform the obligations of Contractor pursuant to this Guaranty, (a) in no event shall Guarantor be permitted to assert any Defenses greater than those provided Contractor under the Contract, and (b) to the extent that it is determined by arbitration or litigation in accordance with the Contract that any Defenses are unavailable to Contractor, have been waived by Contractor, or are limited in scope or nature, Guarantor shall be prohibited from raising such Defenses to the extent same are so determined by arbitration or litigation as aforesaid to be unavailable, waived, or limited.

Lower Baker Seepage Reduction Project No. 4600015254

3. Representations and Warranties. Guarantor hereby represents and warrants that:

(a) It is a corporation, duly formed, validly existing, and in good standing under the laws of Indiana and has full power and authority to own its property and to carry on its business as now conducted.

(b) This Guaranty is made in furtherance of the purposes for which Guarantor has been organized. Guarantor has full legal right, power, and authority to execute this Guaranty and to carry out its obligations hereunder, and this Guaranty has been duly authorized by all requisite corporate action on its part. This Guaranty has been duly authorized and executed by Guarantor. This Guaranty constitutes a valid and legally binding obligation of Guarantor, enforceable against it in accordance with its terms. No consent, authorization, order, or approval of or filing or registration with any person or entity, including any governmental entity, is required in connection with the execution and performance of this Guaranty.

(c) Guarantor's execution and performance of this Guaranty and the transactions contemplated hereby do not (A) constitute a breach of any term or provision of or a default under (1) any contract or agreement to which it or any of its affiliates is a party or by which it or any of its affiliates or its or their property is bound, (2) its organizational documents, or (3) any laws, regulations, or judicial orders having applicability to it, which breach would have a material adverse effect on its ability to perform its obligations hereunder, or (B) result in the creation of any lien, charge, claim, or other encumbrance on its property or the property of its subsidiaries.

(d) There is no action, suit, or similar proceeding at law or in equity, before or by any court or governmental authority, pending or, to the best of Guarantor's knowledge, threatened against Guarantor wherein an unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Guaranty or any other agreement or instrument entered into by the Guarantor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by Guarantor of its obligations hereunder.

(e) Guarantor is fully familiar with all the covenants, terms and conditions of the Contract.

(f) Guarantor is sufficiently knowledgeable and experienced in financial and business matters to evaluate and understand the risks assumed in connection with the execution of this Guaranty.

(g) Guarantor has had the opportunity to examine the records, reports, financial statements, and other information relating to the financial condition of Contractor and the Guaranteed Obligations.

(h) Guarantor is not party to any contract, agreement, indenture or instrument, or subject to any restriction individually or in the aggregate that would have a material adverse effect on Guarantor's financial condition or business or that would in any way jeopardize the ability of Guarantor to perform under this Guaranty.

Beneficiary has no duty, obligation or responsibility of any nature whatsoever to advise the Guarantor of any change in the Contractor's financial condition or in the terms of Contract.

Lower Baker Seepage Reduction Project No. 4600015254

4. Continuing Guaranty. Guarantor hereby guarantees that:

(a) The obligations of Guarantor under this Guaranty are absolute, present, irrevocable, and unconditional and shall remain in full force and effect until Contractor shall have fully paid and performed all of its obligations under the Contract in accordance with its terms and shall not be released or discharged by: (i) any failure, omission, or delay by Beneficiary in the exercise of any right, power, or remedy conferred on Beneficiary with respect to this Guaranty, or any exercise by Beneficiary of any right, power, or remedy conferred on Beneficiary with respect to this Guaranty; (ii) any assignment of the Contract by Contractor or Beneficiary or any change in the ownership, direct or indirect, of Contractor; (iii) any permitted assignment for the purpose of creating a security interest in all or any part of the respective interests of Contractor or Beneficiary in the Contract or in the Project and any consent to such assignment executed by Contractor or Guarantor; (iv) unenforceability, for any reason, of the Contract (except that Guarantor shall not be obligated to perform any work or make any payment to the extent that any applicable law, final unappealable order, or regulation prohibits the performance or payment thereof); (v) the insolvency, bankruptcy, liquidation, or dissolution of Contractor; or (vi) any other similar circumstance which might constitute a legal or equitable discharge or defense under applicable principles of suretyship law.

(b) Notwithstanding anything in this Guaranty to the contrary, if any of the Guaranteed Obligations are waived, amended, or modified, then Guarantor shall guaranty such amended or modified Guaranteed Obligations as so amended or modified. In the event of any enforcement of this Guaranty, Guarantor shall be bound by such waived, amended, or modified Guaranteed Obligations.

(c) Notwithstanding the other provisions of this Section, nothing in this Section shall limit the rights expressly given to Guarantor under Section 2 hereof.

5. Waivers by Guarantor.

(a) The obligations of Guarantor hereunder shall not be subject to any counterclaim, set-off, deduction, or defense based on any claim that Guarantor may have against Contractor, Beneficiary, or any other person; provided however, that Guarantor expressly reserves the right to pursue any claims against any of the foregoing in a separate proceeding or as may be allowed under the Contract.

(b) Guarantor hereby unconditionally and irrevocably waives (a) all notices which may be required by statute or otherwise, including notices of acceptance, default, presentment, or demand, (b) all suretyship defenses of every nature available under the laws of any state, (c) notice of acceptance of this Guaranty, and (d) any and all defenses arising from the invalidity, ineffectiveness, or unenforceability of the Contract or this Guaranty.

(c) Notwithstanding anything in this Guaranty to the contrary, this Guaranty shall not be construed as (i) expanding any agreement on the part of Contractor under the Contract or any consent to assignment of the Contract executed by Contractor or (ii) imposing on Guarantor any obligation to perform or observe any agreement on the part of Contractor contained in the Contract that Contractor is not then obligated to perform unless Contractor is not then obligated to perform or observe such agreement due to the bankruptcy, insolvency, or dissolution of Contractor.

(d) Guarantor agrees that Guarantor shall not have, and hereby expressly subordinates, any claim, right or remedy that Guarantor may now have or hereafter acquire

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against Contractor including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, indemnification or participation in any claim, right or remedy that Beneficiary has or may hereafter have against Contractor, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. Guarantor hereby acknowledges and agrees that this subordination is intended to benefit Contractor and Beneficiary and shall not limit or otherwise affect Guarantor's liability under this Guaranty.

(e) Guarantor agrees that Beneficiary may do or refrain from doing any of the following without notice to, or the consent of, Guarantor, without reducing or discharging the Guaranteed Obligations (except to the extent any Defenses are triggered thereby): (i) amend or modify the Contract; (ii) amend, supplement and waive compliance with any of the provisions of documents evidencing or related to any of the Guaranteed Obligations; (iii) settle, modify, release, compromise or subordinate any Guaranteed Obligation; and (iv) accept partial payments or performance from Contractor in any manner that Beneficiary elects.

(f) Notwithstanding the other provisions of this Section, nothing in this Section shall limit the rights expressly given to Guarantor under Section 2 hereof.

6. Reinstatement of Obligations. If Beneficiary is required to refund, as a result of Contractor's bankruptcy or insolvency or any receivership proceeding, any amount previously paid in connection with a Guaranteed Obligation, the obligation of Guarantor under this Guaranty with respect to such amount shall be automatically reinstated and shall constitute a Guaranteed Obligation until Guarantor pays Beneficiary the amount reclaimed or the amount is otherwise paid to Beneficiary and is not subject to further reclamation.

7. Remedies. This Guaranty may be enforced as to one or more breaches either separately or cumulatively. No failure or delay on the part of Beneficiary to exercise any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the exercise of any other right. The remedies provided herein are not exclusive of any remedies Beneficiary may otherwise have under law or at equity provided that any exclusive remedy provided to Beneficiary under the Contract shall similarly constitute Beneficiary's exclusive remedy against Guarantor. This Guaranty constitutes the entire agreement between Beneficiary and Guarantor concerning the subject matter hereof. Beneficiary may enforce this Guaranty against Guarantor without attempting to collect or without exhausting Beneficiary's efforts to collect from Contractor, any other guarantor or anyone else who is liable for the Guaranteed Obligations. Without limiting the foregoing, Beneficiary may sue on the Contract or may take any other action authorized under the Contract or by law. In each case, Beneficiary shall have the right to exercise its remedies in whatever order it elects and may join Guarantor in any suit on the Contract or can proceed against Guarantor in a separate proceeding.

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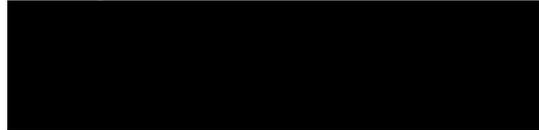
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Lower Baker Seepage Reduction Project No. 4600015254

UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. GUARANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON GROUNDS OF *FORUM NONCONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

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| | |
|-------------|---|
| Beneficiary | Puget Sound Energy, Inc. 355 110 th Avenue NE Bellevue, WA 98004  |
| Contractor | Lower Baker Constructors, LLC 3050 E. Airport Way Long Beach, CA 90806  |
| Guarantor | Advanced Construction Techniques, Inc. 1000 N. West Street, Suite 1200 Wilmington, DE 19801  |

11. Assignment. This guaranty and the rights and benefits of Beneficiary hereunder may be assigned to any affiliate of Beneficiary without the consent of Contractor or Guarantor. Guarantor agrees that no assignment of Guarantor's obligations under this Guaranty may be made to any person without the prior written consent of Beneficiary.

12. Term of the Guaranty. This Guaranty shall remain in full force and effect from its effective date until all of the obligations of Contractor under the Contract have been fully performed, or are discharged, released, or otherwise excused; provided that in the case of a discharge resulting from the bankruptcy, insolvency, or dissolution of Contractor, this Guaranty shall continue and remain in full force and effect.

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Lower Baker Seepage Reduction Project No. 4600015254

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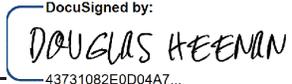
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Executed as of the date first above written.

GUARANTOR:
Advanced Construction Techniques, Inc.

By:  _____
 DocuSigned by:
 43731082E0D04A7...
 Douglas Heenan
Its: President & CEO
 10/22/2021