

**S06 Water Rights Exploratory Drilling**

LACEY PROJECT NUMBER PW 2022-33

**SPECIFICATIONS AND BID DOCUMENTS  
DEPARTMENT OF PUBLIC WORKS**

**LACEY PROJECT NUMBER PW 2022-33**

***CITY OF LACEY  
WASHINGTON***

***CITY OFFICIALS***

**MAYOR**

**ANDY RYDER**

**DEPUTY MAYOR**

**MALCOLM MILLER**

**COUNCIL MEMBERS**

**LENNY GREENSTEIN**

**MICHAEL STEADMAN**

**CAROLYN COX**

**ED KUNKEL**

**ROBIN VAZQUEZ**

**CITY MANAGER**

**RICK WALK**

**CITY ATTORNEY**

**DAVID S. SCHNEIDER**

**DIRECTOR OF PUBLIC WORKS**

**SCOTT EGGER, P.E.**

**CITY ENGINEER**

**AUBREY COLLIER, P.E., S.E.**

  
\_\_\_\_\_  
**DIRECTOR OF PUBLIC WORKS**

6/09/23  
\_\_\_\_\_  
**DATE**

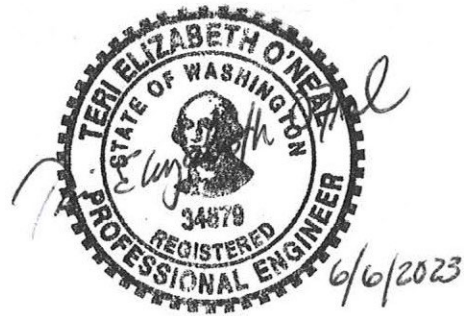
City of Lacey PW# 2022-33  
S06 Water Rights Exploratory Drilling

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**C E R T I F I C A T I O N**

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The following Project Specifications have been prepared under the direction of the Registered Professional Engineer indicated below:



Teri O'Neal, P.E.  
Senior Utility Engineer  
City of Lacey

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## ADVERTISEMENT FOR BIDS

### S06 WATER RIGHTS EXPLORATORY DRILLING

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Lacey at City Hall, Lacey, Washington until 2:30 p.m., July 7, 2023, at which time bids will be publicly opened via a live video stream. Links to the YouTube live video stream can be found at <https://cityoflacey.org/rfp-rfq-rfi/> under the specific project section and on the specific project page on the Builders Exchange website located at [http://bxwa.com/bxwa\\_toc/pub/2080/toc.html](http://bxwa.com/bxwa_toc/pub/2080/toc.html) for the following work:

**This contract provides for the completion of three geotechnical boreholes, to a depth of approximately 600 feet, 600 feet, and 300 feet or less. The test holes shall be drilled using sonic drilling equipment with continuous sample collection. Contractor shall provide minimally-disturbing clearing or grading activities to provide rig access to each borehole, and shall restore site conditions and landscaping upon completion. Locations S6E2 and S6E3 shall be completed as 2-inch diameter groundwater monitoring wells.**

Each bid must be accompanied by a certified check for five percent of the amount of the proposal made payable to the City Treasurer, or an approved bid bond for five percent of the amount of the proposal executed on the approved form attached to these specifications. If bid bond is used, the five percent may be shown in dollars and cents or the form may be filled in by inserting therein, in lieu thereof, "five percent of the amount of the accompanying proposal". Check of unsuccessful bidders will be returned immediately upon award of contract.

The City Council reserves the right to reject any and all bids and to waive all informalities.


Plans, Specifications, and Addenda for this project are available through the "City of Lacey" on-line plan room. Free of charge access is provided by going to <http://bxwa.com> and clicking on: "Posted Projects", "Public Works", "City of Lacey", and "Projects Bidding". Bidders are asked to "Register" in order to receive automatic email notification of future addenda and to be placed on the "Bidders List". Any questions regarding this contract can be directed to:

Gagan Brar  
gbrar@ci.lacey.wa.us

The range for this project is \$340,000 to \$410,000.

There is NO Prebid Conference for this project.

Publish: 06/15/2023  
06/22/2023

  
\_\_\_\_\_  
City Clerk  
City of Lacey, Washington

# A INSTRUCTIONS

## INSTRUCTIONS TO BIDDERS

Bidders shall examine contract and bid documents and the site and shall satisfy themselves as to conditions that exist.

Each Bidder shall submit to the City Clerk, Lacey, Washington a sealed bid endorsed upon the outside wrapper with **S06 Water Rights Exploratory Drilling** at the time and place designated in the advertisement.

Bids may be delivered in person to Lacey City Hall, 420 College Street SE, or by mail to City of Lacey 420 College St SE Lacey, WA 98503.

Bids will be publicly opened via a live video stream. Links to the YouTube live video stream can be found at <https://cityoflacey.org/rfp-rfq-rfi/> or under the specific project section and on the specific project page on the Builders Exchange website.

The City of Lacey is committed to offering reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 491-3212 at least seventy-two (72) hours before the meeting to discuss any special accommodations that may be necessary. Citizens with hearing impairment may call the TDD line at (800) 833-6388.

Each Bidder shall complete the proposal with prices in figures with the extension properly computed. The proposal must be properly signed by a duly authorized agent. Proposal must acknowledge addenda, if any, received.

If alternates are included in the proposal the Bidder shall complete the alternates. The City will award the contract to the lowest responsible Bidder as determined by the Special Provisions. The City reserves the right to delete alternates after award.

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1).

The City does not pre-qualify Bidders. However, if the apparent low Bidder has not already been determined qualified, the City shall afford seven (7) days after notification for the low Bidder to provide evidence for evaluation, as to capability to perform the work. The evaluation will include consideration of experience, personnel, equipment, financial resources as well as performance record. The information must be sufficient to enable the Bidder to obtain the required qualification rating prior to the award of the contract.

No bidder may withdraw his bid after the hour set for the opening of bids or before award of the contract unless said award is delayed for a period of forty-five (45) days.

## CONTRACT PARTS

The contract to be executed as a result of this bid consists of multiple parts, all of which pertain as if fully attached hereto and Bidder shall consider all parts as a complete document. In the event of discrepancies between the various parts, precedent shall be in the following order:

1. Contract Form,
  2. Addenda (if any),
  3. Proposal Form,
  4. Special Provisions,
  5. Technical Specifications, if included,
  6. Contract Plans,
  7. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction,
  8. City of Lacey Development Guidelines and Public Works Standards, and
  9. WSDOT Standard Plans for Road, Bridge and Municipal Construction
- The Bidder is directed to complete and return the forms in Section B as a bid proposal.



## BIDDER'S CHECKLIST

**The bidder's attention is especially called to the following forms which must be executed in full as required, and submitted with the bid proposal:**

1. Proposal: The unit prices bid must be shown in the space provided.
2. Proposal Signature Sheet: To be filled in and signed by the bidder. All addenda must be acknowledged.
3. Bid Deposit: Any bid shall be accompanied by a deposit of cash, certified check, cashier's check, or surety bond, in an amount equal to at least five percent (5%) of the total amount bid. Checks shall be payable to the City Clerk, City of Lacey, Washington.

If a surety bond is used, it shall be submitted on a form furnished by the Commission and signed by the bidder and his surety company. The sureties' "attorney-in-fact" must be registered with the Washington State Insurance Commissioner. The power of attorney must also be submitted with the bond. See Specification section 1-02.7 for more information.

4. Non-Collusion and Debarment Affidavit

**The following form must be submitted within 24 hours following the bid submittal deadlines.**

5. Certification of Compliance with Wage Payment Statutes

**The following must be submitted by 2:30 P.M. of the second business day following the bid submittal deadline:**

6. Supplemental Criteria per Specification section 1-02.14.

**The following must be completed before the contract can be awarded:**

7. L&I training on the requirements related to public works and prevailing wages per RCW 39.04.350
8. Certification of Employment Security Department (ESD) good standing

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

9. Contract: This agreement to be executed by the successful bidder
10. Performance and Payment Bond
11. Insurance Certificate

---

### Bidder's Checklist

1. Proposal
2. Proposal Signature Sheet
3. Addenda Acknowledged
4. Bid Deposit
5. Power of Attorney included if applicable
6. Non-Collusion and Debarment Affidavit
7. Certification of Compliance with Wage Payment Statutes
8. Contractor has verified they can meet bidding qualifications
9. Supplemental Criteria per Specification section 1-02.14
10. L&I Public Works Prevailing Wage Training
11. ESD Certification


# B

## BID DOCUMENTS

# CITY OF LACEY

## S06 Water Rights Exploratory Drilling

Lacey Contract Number: PW 2022-33

Federal Aid Project Number:

WSDOT Contract Number:

TIB Contract Number:

## Contract Proposal

DATE: \_\_\_\_\_

The undersigned, as bidder, has examined the bid documents as prepared by the Public Works Department, City of Lacey.

The undersigned, as bidder, proposes to furnish all material and perform all labor in accordance with the bid documents at the following prices.

Bidder must fill in unit prices in figures for each item and total.

Bidder shall sign this proposal form and submit all required paperwork with the bid.

### A Water

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
A1	35000	MC	104-010	Minor Change	\$1.00	\$35,000.00
A2	1	LS	107-010	SPCC Plan	LUMP SUM	
A3	1	LS	109-010	Mobilization	LUMP SUM	
A4	1	LS	201-010	Clearing and Grubbing	LUMP SUM	
A5	1	LS	202-510	Removal of Structures and Obstructions	LUMP SUM	
A6	1	LS	801-680	Erosion/Water Pollution Control	LUMP SUM	
A7	1	LS	805-510	Lawn and Landscape Restoration	LUMP SUM	
A8	1	LS	850-792	Project Closeout	\$5,000.00	\$5,000.00
A9	600	LF	890-684	Sonic Drilling 0 – 200 FT		
A10	600	LF	890-687	Sonic Drilling 200 – 400 FT		
A11	400	LF	890-690	Sonic Drilling 400 – 600 FT		
A12	15	HR	890-725	Authorized Hourly Work		
A13	2	EA	890-731	Furnish and Install Monitoring Well		
A14	10	HR	890-742	Standby Time		
A15	1	LS	890-905	Abandon Well	LUMP SUM	
A16	2	EA	890-910	Monitoring Well Decommissioning		

Schedule A Subtotal: \_\_\_\_\_

Tax Rate (%) : 9.50 Tax: \_\_\_\_\_

Schedule A Total: \_\_\_\_\_

Contract Total: \_\_\_\_\_

(All Schedules)



The undersigned also agrees as follows:

- Within 10 calendar days after the contract is awarded to sign and return the contract and provide insurance documents.
- That this proposal cannot be withdrawn within 45 days after receipt of bids.
- That it is the understanding that the City of Lacey may accept or reject any or all bids.
- The undersigned hereby agrees to pay for labor not less than the prevailing rates of wages per the bid documents.
- Enclosed with this proposal is a bid deposit in the sum of 5% of the bid total amount which it is agreed shall be collected and retained by the City of Lacey as liquidated damages in the event this proposal is accepted by the City of Lacey with 45 calendar days after the receipt of bids and the undersigned fails to execute the contract and the required bond with the City of Lacey, under the conditions thereof, within 10 calendar days after the undersigned is notified that said proposal has been accepted, otherwise said bid deposit shall be returned to the undersigned upon demand.
- A Performance/Payment Bond will be furnished to the City with the contract.
- Retention will be held on this contract per RCW 60.28.011.

Addenda Receipt Acknowledged

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

(If an Individual, Partnership, or Non-Incorporated organization)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Phone

Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Firm Members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
\_\_\_\_\_  
Signature of Bidder (if a Corporation)

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

Incorporated under the Laws of the State of \_\_\_\_\_

Officers

Address

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

## BID DEPOSIT SELECTION

A bid deposit in an amount of five percent (5%) of the total bid amount is attached hereto:

CASH ☐ In the amount of \_\_\_\_\_

CASHIER'S CHECK ☐ In the amount of \_\_\_\_\_

CERTIFIED CHECK ☐ In the amount of \_\_\_\_\_

BID BOND ☐ In the amount of 5% of the total bid amount

**CONTRACTOR'S BID DEPOSIT SURETY BOND  
to City of Lacey, Washington**

We, \_\_\_\_\_, as Principal, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington, and \_\_\_\_\_, as Surety, organized and existing under the laws of the State of \_\_\_\_\_, are held and firmly bound unto the City of Lacey, a Washington municipality, as Obligee, in the penal sum of 5% of the total amount bid, not to exceed \$ \_\_\_\_\_, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

WHEREAS, the Principal has submitted a bid for **S06 Water Rights Exploratory Drilling**.

NOW THEREFORE, the condition of the obligation is such that if the Obligee shall accept the bid of Principal and make timely award to the Principal according to the terms of the bid documents; and the Principal shall, within ten days after notice of the award, exclusive of the day of notice, enter into the contract with the Obligee and furnish the contractor's bonds (performance and payment bonds) with Surety satisfactory to the Obligee in an amount equal to 100% of the amount of the bid proposed including additives, alternatives and Washington State sales tax, then this obligation shall be null and void; otherwise if the Principal fails to enter into the contract and fails to furnish the contractor's bonds within ten days of notice of award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the Obligee, payable by the Surety; but in no event will the Surety's liability exceed the face amount of this bid bond.

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

**PRINCIPAL (CONTRACTOR)**

**SURETY**

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
\_\_\_\_\_

## NON-COLLUSION AND DEBARMENT AFFIDAVIT

State of \_\_\_\_\_ )

)ss

County of \_\_\_\_\_ )

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, copartnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal of the City of Lacey for consideration in the award of a contract on the improvement described as follows.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of State or federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or State agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or State agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

I further acknowledge that by signing my signature, I am deemed to have signed and have agreed to the provisions of this affidavit.

**S06 Water Rights Exploratory Drilling**

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Member

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(CORPORATE SEAL)



## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

---

Bidder’s Business Name

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date

---

City

---

State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

---

If a co-partnership, give firm name under which business is transacted:

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*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

**CERTIFICATION OF EMPLOYMENT SECURITY DEPARTMENT (ESD)  
GOOD STANDING AND NUMBER**

The bidder hereby provides an ESD number and certifies that per RCW 39.04.350 and Title 50 RCW, in which the City will verify prior to entering into contract with the Contractor, that the Bidder has a valid ESD number and is deemed to be in good standing with Washington State's Employment Security Department.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

---

Bidder's Business Name

---

Employment Security Department (ESD) Number

---

WA State Unified Business Identifier (UBI #)

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date

---

City

---

State

.

# C CONTRACT DOCUMENTS

## CONSTRUCTION CONTRACT

THIS AGREEMENT, made and effective as of the date of the last signature below, between the City of Lacey, hereinafter called Owner, under and by virtue of the charter, laws and ordinances of the said Owner and the laws of the State of Washington, and

\_\_\_\_\_ hereinafter called Contractor,

WITNESSETH:

That in consideration of the payment, covenants and agreement hereinafter mentioned, attached and made a part of this Agreement, to be made and performed by the parties hereto, the parties covenant and agree as follows regarding:

City of Lacey Contract No. **PW 2022-33** for the “**S06 Water Rights Exploratory Drilling**” project in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) including applicable sales tax.

1. The Contractor shall do all work and furnish all tools, materials and equipment in accordance with and as described in the attached Plans and Specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or in addition to the work covered by this Contract and every part thereof and any force account work which may be ordered as provided in this Contract and every part thereof.

The Contractor shall provide and bear the expense of all materials, labor, equipment, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the Owner.

2. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract and every part thereof.
3. Contractor, for himself and for his heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of Contractor.
4. It is further provided that no liability shall attach to Owner or Agent thereof by reason of entering into this Contract, except as expressly provided herein.

5. Payments will be made under the Contract according to the schedule of rates and prices and the specification attached and made a part thereof. Partial payments under the Contract will be made at the request of the Contractor not more than once each month upon approval of the Owner, as hereinafter specified, provided they are in accordance with the provisions of RCW 60.28.010. There will be reserved and retained from monies earned by the Contractor, as determined by such monthly estimates, a sum equal to 5 percent of the Contract price.

Payment of the retained percentage shall be withheld for a period of forty-five (45) days following the final acceptance of the work and materials by the Owner, and shall be paid the Contractor at the expiration of said forty-five (45) days in event no claims, as provided by law, have been filed against such funds; and provided further, that releases have been obtained from all departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims together with a sum sufficient to pay the cost of such action, and to cover attorney fees as determined by the Owner.

6. Requests for review of substitute items of material or equipment will not be accepted by the Owner or Agent from anyone other than the Contractor. If the Contractor wishes to furnish a substitute item, the Contractor shall make written application to the Owner's Agent for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, which shall be considered by the Owner in evaluating the proposed substitute. The Owner may require the Contractor to furnish at the Contractor's expense, additional data about the proposed substitute. The Owner will be the sole judge of acceptability, and no substitute will be ordered without the Owner's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any other substitute.

The Owner or Agent will record the time and expenses in evaluating substitutions proposed by the Contractor. Whether or not the Owner accepts a proposed substitute, the Contractor shall reimburse the Owner for the costs of evaluating any proposed substitute.

7. The Owner reserves the right, after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to make good any defects in the equipment or to recover any over-payment resulting from dishonest acts of the Contractor.
8. The contract time will commence to run, and the Contractor shall start to perform his obligation under the contract documents, on the day indicated in the Notice to Proceed given by Owner to Contractor; but in no event shall contract time commence to run later than the 30th calendar day after the date when both Owner and Contractor execute the Contract. A Notice to Proceed may be given at any time within thirty (30) calendar days after the date when both Owner and Contractor execute the Contract.

9. The Contractor shall guarantee the materials and workmanship for a period of one (1) year from and after the date of final acceptance by the Owner.

If, within said guarantee period, repairs are required which, in the opinion of the Owner, are rendered necessary as a result of work or materials which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, (a) correct all defects and place in satisfactory condition in every particular all of such guaranteed work and materials; (b) make good all damage which in the opinion of the Owner is caused by such defects; and (c) make good any other work or material or the equipment and contents of a building, structure or site disturbed in fulfilling any such guarantee.

If the Contractor, after notice, fails within ten (10) days to proceed to comply to the terms of this guarantee, the Owner may have the defects corrected, and the Contractor and his Surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of the Owner, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor shall pay the cost thereof.

IN WITNESS WHEREOF, the said Contractor has executed this instrument and the City Manager, pursuant to resolution duly adopted, has caused this instrument to be executed in the name of the City of Lacey the day and year first above-written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Contractor's Registration Number (UBI No.)

\_\_\_\_\_  
City of Lacey Business License Number

\_\_\_\_\_  
City Manager Date

ATTEST:  
By:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
By :

\_\_\_\_\_  
City Attorney

**CONTRACTOR'S PERFORMANCE/PAYMENT BOND  
to City of Lacey, Washington**

The City of Lacey, Washington, in Thurston County, has awarded to \_\_\_\_\_ (Contractor), as Principal, a contract for the construction of the project designated as **S06 Water Rights Exploratory Drilling**, Project No. **Project #2022-33** in Lacey, Washington, and said Principal is required under the terms of the Contract to furnish a performance/payment bond in accordance with chapter 39.08 Revised Code of Washington (RCW).

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Lacey, as Obligee, in the sum of \$ \_\_\_\_\_ total Contract amount (including Washington State sales tax), subject to the provisions herein.

The obligations of this bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; shall pay all persons in accordance with chapters 39.08, 39.12, and 60.28 RCW, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; shall warranty the work as provided in the Contract and shall indemnify and hold harmless the Obligee from any defects in the workmanship and materials incorporated into the work for the period identified in the Contract; and if such obligations have not been fulfilled, this bond shall remain in full force and effect.

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

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

**PRINCIPAL (CONTRACTOR)**

**SURETY**

\_\_\_\_\_  
Principal Signature                      Date

\_\_\_\_\_  
Surety Signature                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
\_\_\_\_\_

**DECLARATION OF OPTION FOR MANAGEMENT OF  
STATUTORY RETAINED PERCENTAGE**

- A. I hereby elect to have the retained percentage of this contract held in a fund by the City of Lacey until forty-five (45) days following final acceptance of the work.

\_\_\_\_\_  
Contractor (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

- B. I hereby elect to have the City of Lacey invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW Ch. 60.28.

I hereby designate \_\_\_\_\_ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said percentage in escrow and investing it as authorized by statute.

The City of Lacey shall not be liable in any way for any costs or fees in connection therewith.

\_\_\_\_\_  
Contractor (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

- C. I hereby elect to hold a retainage bond.

\_\_\_\_\_  
Contractor (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



# D SPECIAL PROVISIONS



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# **SPECIAL PROVISIONS**

## **INTRODUCTION TO THE SPECIAL PROVISIONS**

(January 19, 2022 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such, but are generally denoted with (\*\*\*\*\*). The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source, except WSDOT uses a date only (2<sup>nd</sup> on list). For example:

(March 8, 2013 APWA GSP)  
(April 1, 2013)  
(May 1, 2013 Lacey GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- City of Lacey Development Guidelines and Public Works Standards, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

## **DESCRIPTION OF WORK**

This contract provides for the completion of three geotechnical boreholes, to a depth of approximately 600 feet, 600 feet, and 300 feet or less. The test holes shall be drilled using sonic drilling equipment with continuous sample collection. Contractor shall provide minimally-disturbing clearing or grading activities to provide rig access to each borehole, and shall restore site conditions and landscaping upon completion. Locations S6E2 and S6E3 shall be completed as 2-inch diameter groundwater monitoring wells.

<b>Task</b>	<b>Owner</b>	<b>Address</b>	<b>Tax Lot</b>
S6E1	City of Lacey	Judd St SE and 23 <sup>rd</sup> Ave SE	11821340400 & 11821340500
S6E2, S6E3	Herberta L. Gray	5012 21 <sup>st</sup> Ave SE	32930000400
Access	Ronald & Oletta Ferry	5014 21 <sup>st</sup> Ave SE	32930000500

Parcel 32930000400 and 32930000500 are referred to as the Gray parcel and Ferry parcel, respectively. Parcels 11821340400 and 11821340500 are referred to as the Source 6 site.

## **1-01 DEFINITIONS AND TERMS**

### **1-01.3 Definitions**

(January 19, 2022 APWA GSP)

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

#### Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

#### Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

#### Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

#### Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

#### Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

#### Contract Documents

See definition for “Contract”.

#### Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

#### Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

#### Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

#### Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

## **1-02 BID PROCEDURES AND CONDITIONS**

### **1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

#### **1-02.1 Qualifications of Bidder**

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

#### **1-02.1(1) Supplemental Qualifications Criteria**

(July 31, 2017 APWA GSP)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

### **1-02.2 Plans and Specifications**

(\*\*\*\*\*)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Contract Provisions	3	Furnished automatically upon award

Additional specs and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

### **1-02.4 Examination of Plans, Specifications and Site of Work**

#### **1-02.4(1) General**

(December 30, 2022 APWA GSP Option B)

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

Prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 5 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.



**1-02.5 Proposal Forms**  
**(July 31, 2017 APWA GSP)**

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

**1-02.6 Preparation of Proposal**  
**(March 3, 2022 Lacey GSP)**

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace it with the following:

The Bidder shall submit a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification within 24 hours of the bid opening will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

**1-02.6 Preparation of Proposal**  
**(August 2, 2004 WSDOT 1-02.6OPT15.GR1)**

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

**1-02.7 Bid Deposit**  
**(March 8, 2013 APWA GSP)**

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

### **1-02.9 Delivery of Proposal** **(March 3, 2022 Lacey GSP)**

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

If supplemental information is due after the Bid Proposal is due, the document(s) shall be submitted as follows:

1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
2. By e-mail to the following e-mail address: ProjectAdmin@ci.lacey.wa.us

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" that is received after the time specified, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

### **1-02.10 Withdrawing, Revising, or Supplementing Proposal** **(July 23, 2015 APWA GSP)**

Delete this section in its entirety, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, Emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

### **1-02.12 Public Opening of Proposals**

(November 20, 2020 Lacey GSP)

Delete and replace this section with the following:

Proposals will be opened and publicly read by live video stream per the "Instructions to Bidders" in Section A of these Specifications at the time as indicated in the call for Bids

### **1-02.13 Irregular Proposals**

(December 30, 2022 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit Written Confirmation (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provision;
  - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;

- k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-058), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

## **1-02.14 Disqualification of Bidders**

(\*\*\*\*\*)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria in this Section:

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). Evidence that the Bidder meets Supplemental Criteria shall be provided by the Bidder as stated later in this Section.

### **Relevant Experience & Reference Checks**

A. Criterion: The Bidder shall have successfully completed (1) one public work project within the last (5) five years, and the Bidder or Subcontractor shall have successfully completed (2) two projects of a similar size and scope within the last (5) five years. In evaluating whether the projects were “successfully completed,” the Owner may check owner references for the previous projects and may evaluate the owner’s assessment of the Bidder performance. In conducting reference checks, the Owner may include itself as a reference if the bidder has performed work for the Owner, even if the bidder did not identify the Owner as a reference. The assessment may include but is not limited to the following areas:

- a. Administration / Management / Supervision
  - i. Supervision and decision making
  - ii. Coordination and communication with subcontractors and suppliers
  - iii. Submission of documents, reports, material submittals
  - iv. Timeliness of progress schedules
  - v. Public safety and traffic control
  - vi. Compliance with laws, ordinances and regulations
  - vii. Maintenance of employee safety standards
  - viii. Coordination and cooperation with department personnel on project matters
  - ix. Relations with the general public, other agencies and/or adjacent contractors
- b. Quality of Work

- i. Adherence to plans and specifications
- ii. Standards of Workmanship
- iii. Completion of final (punch list) work
- c. Progress of Work
  - i. Completion of project within allotted time
  - ii. Scheduling and execution of schedule
  - iii. Delivery of materials and supplies
  - iv. Operation and use of equipment
  - v. Use of personnel
- d. Equipment
  - i. Condition
  - ii. Maintenance
  - iii. Proper/Suitable equipment used

B. Documentation: The Bidder shall submit a list of projects to the Owner. Public work is as defined in RCW 39.04.010. For the purposes of meeting this criterion, the Owner has determined that “similar size and scope to this project” means projects that have the following characteristics: Completion of sonic boreholes to depth of 600 feet, and the constructing and decommissioning of groundwater monitoring wells. The information about each project shall include the following:

- Contractor’s name (identify as bidder or subcontractor)
- Owner’s name and contact information for the owner’s representative;
- Contract amount;
- Date of Completion;
- A brief description of the scope of the project and how the project is similar to this project

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 2:30 P.M. of the second business day following the bid submittal deadline, documentation verifying that the Bidder meets all of the supplemental criteria together with supporting documentation including but not limited to that detailed above (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all supplemental responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder’s compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency’s determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any

other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

### **1-02.15 Pre-Award Information** **(August 14, 2013 APWA GSP)**

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

## **1-03 AWARD AND EXECUTION OF CONTRACT**

### **1-03.1 Consideration of Bids** **(December 30, 2022 APWA GSP)**

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

### **1-03.3 Execution of Contract** **(January 19, 2022 APWA GSP)**

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, and the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

#### **1-03.4 Contract Bond** **(July 23, 2015 APWA GSP)**

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a) Is registered with the Washington State Insurance Commissioner, and
  - b) Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a) Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b) Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and



6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

### **1-03.7 Judicial Review** **(December 30, 2022 APWA GSP)**

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

## **1-04 SCOPE OF THE WORK**

### **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda** **(November 20, 2020 Lacey GSP)**

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 presiding over 3, 3 over 4, and so forth):

1. Contract Form,
2. Addenda (if any),
3. Proposal Form,
4. Special Provisions,
5. Technical Specifications, if included,
6. Contract Plans,
7. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction,
8. City of Lacey Development Guidelines and Public Works Standards, and
9. WSDOT Standard Plans for Road, Bridge and Municipal Construction

### **1-04.4(1) Minor Changes** **(May 30, 2019 APWA GSP)**

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$15,000 or less may be made under the Bid item “Minor Change”. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All “Minor Change” work will be within the scope of the Contract Work and will not change Contract Time.

### **1-04.5 Procedure, Protest, and Dispute by the Contractor** **(January 19, 2022 APWA GSP)**

Revise item 1 of the first paragraph to read:



1. Give a signed written notice of protest to the Engineer or the Engineer's field Inspectors within 5 calendar days of receiving a change order or an Engineer's Written Determination.

#### **1-04.6 Variations in Estimated Quantities**

**(December 30, 2022 APWA GSP Option B)**

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of the Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein.

### **1-05 CONTROL OF WORK**

#### **1-05.4 Conformity With and Deviations from Plans and Stakes**

Supplement this section with the following:

##### **Roadway and Utility Surveys**

**(July 23, 2015 APWA GSP, Option 1)**

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

1. Slope stakes for establishing grading;
2. Curb grade stakes;
3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

On alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade.

#### **1-05.7 Removal of Defective and Unauthorized Work**

**(October 1, 2005 APWA GSP)**

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the

opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

### **1-05.11 Final Inspections and Operational Testing** **(October 1, 2005 APWA GSP)**

Delete this section and replace it with the following:

#### **1-05.11(1) Substantial Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

#### **1-05.11(2) Final Inspection and Physical Completion Date**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and

without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

### **1-05.11(3) Operational Testing**

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

### **1-05.12(1) One-Year Guarantee Period** **(March 8, 2013 APWA GSP)**

Add the following new section:

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

#### **1-05.14 Cooperation with Other Contractors**

**(August 3, 2015 Lacey GSP)**

Supplement this section with the following:

The Contractor shall coordinate residential refuse and recycling pick-up with Pacific Disposal (360) 923-0111. Construction activities shall be planned so that there is no interruption of services.

#### **1-05.15 Method of Serving Notices**

**(December 30, 2022 APWA GSP)**

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

#### **1-05.16 Water and Power**

**(October 1, 2005 APWA GSP)**

Add the following new section:

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

#### **1-05.18 Record Drawings**

**(\*\*\*\*\*)**

Add the following new section:

The Contractor shall furnish As-Built/Record Drawings of all changes to the original plans in accordance with the following conditions:

Copy of drilling logs, well completion reports, and well decommissioning reports submitted to Ecology. Turn the record drawings over to the Engineer for review and approval prior to final payment.

### **1-06 CONTROL OF MATERIAL**

#### **1-06.1 Approval of Materials Prior to Use**

**(April 3, 2017 WSDOT GSP 1-06.1.OPT1.GR1)**

The second sentence of first paragraph is revised to read:

For each proposed material that is required to be submitted for approval using either the QPL or RAM process the Contractor will be allowed to submit for approval two material sources or manufacturers per material type at no cost. Additional material sources or manufacturers may be submitted for approval and will be processed at a cost of \$125.00 per material source or manufacturer submitted by QPL submittal and \$400.00 per material submitted by RAM. All costs for processing additional material sources or manufacturers will be deducted from monies due or that may come due to the Contractor. Subject to a request by the Contractor and a determination by the Engineer the costs for processing may be waived.

### **1-06.1 Approval of Materials Prior to Use**

(\*\*\*\*\*)

The second sentence of first paragraph is revised to read:

The Contractor shall use the Qualified Product List (QPL), the Aggregate Source Approval (ASA) Database, or the City of Lacey Request for Approval of Material (COL RAM) form.

### **1-06.1(2) Request for Approval of Material (RAM)**

The first paragraph is revised to read:

The COL RAM shall be used with all submittals. The COL RAM shall be prepared by the Contractor in accordance with the instructions and submitted to the engineer for approval before the material is incorporated into the Work.

Supplement this section with the following:

The Contractor shall submit sufficient information that describes the materials proposed as defined and described in these specifications within 10 working days following the Notice to Proceed.

The Contractor shall submit one electronic of catalog cuts, shop drawings, and a material testing sample, as required for all items to be used in this contract for approval. The Contractor shall circle or highlight products and materials that are specific to this project, and cross out items that are not for this project.

All items not in exact compliance with the specifications must be noted as a change. The Contractor shall include an explanation, product specifications, sample articles, and any other items that will aid the Engineer in approving an item not in exact accordance with the specifications.

All submittals shall be submitted in Adobe Acrobat format and submittals that exceed 10 pages shall include a table of contents. Submittals that are not submitted in the format outlined may be rejected outright and the Contractor is required to resubmit in the correct format. The form and the submittal shall be sent in the same e-mail. Submittals that exceed 10 MB shall either be provided on a flash drive or via an internet link.

The Engineer will review submittals within 10 working days. The Contractor may request additional working days if approval or disapproval is not received in 10 working days. The Contractor may not request additional working days for failure to submit sufficient information to approve an item, or for rejection of an item not in accordance with the specifications.

Resubmittals shall be submitted within 5 working days from City's transmittal, to the contractor, of the Engineer reviewed submittal. If the submittal is "Rejected", the contractor shall resubmit the entire

submittal. If the submittal is marked “Revise and Resubmit”, the contractor shall submit items that are identified in the Engineer’s comments.

Any material purchased or labor performed prior to such approval shall be at the Contractor's risk. The Contractor must receive all material approvals before the materials will be allowed on the project.

## **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### **1-07.1 Laws to be Observed**

**(October 1, 2005 APWA GSP)**

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor’s care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor’s care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor’s plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor’s performance does not, and shall not, be intended to include review and adequacy of the Contractor’s safety measures in, on, or near the project site.

### **1-07.2 State Sales Tax**

**(June 27, 2011 APWA GSP)**

Delete this section, including its sub-sections, in its entirety and replace it with the following:

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting

Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

### **1-07.2(1) State Sales Tax — Rule 171**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

### **1-07.2(2) State Sales Tax — Rule 170**

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

### **1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

### **1-07.6 Permits and Licenses**

**(February 14, 2023 Lacey GSP)**

Section 1-07.6 is supplemented with the following:

The Contractor shall be responsible for obtaining the permits listed below. The Contractor shall obtain any additional permits as necessary. All costs to obtain and comply with permits shall be included in the applicable Bid items for the Work involved.

NAME OF DOCUMENT	PERMITTING AGENCY
Drilling Start Cards	Department of Ecology




### **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan** **(February 14, 2023 Lacey GSP)**

The Contractor shall prepare a project-specific spill prevention, control, and countermeasures plan (SPCC Plan), and shall implement the plan for the duration of the project. No on-site construction activities may commence until the Contracting Agency accepts a SPCC Plan for the project. An SPCC Plan template and guidance information is available at <https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality>.

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11. Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

#### **Implementation Requirements**

The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

#### **SPCC Plan Element Requirements**

The SPCC Plan shall set forth the following information in the following order:

1. Responsible Personnel – Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding to spills.
2. Spill Reporting – List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill as referenced in the abovementioned template.
3. Spill Prevention – Describe the following items:
  - a. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.
  - b. Security measures for potential spill sources to prevent accidental spills and vandalism.
  - c. Site inspection procedures and frequency.
4. Spill Response – Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material:
  - a. A spill of each type of hazardous material present.
  - b. Stormwater that has come into contact with hazardous materials.



- c. A release or spill of any unknown preexisting contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.

## **Payment**

If no bid item for “SPCC Plan” is included in the proposal, any work described in this section shall be incidental to the project.

## **1-07.18 Public Liability and Property Damage Insurance**

Delete this section in its entirety, and replace it with the following:

### **1-07.18 Insurance**

**(December 30, 2022 APWA GSP)**

#### **1-07.18(1) General Requirements**

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer’s financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor’s Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

### **1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

### **1-07.18(3) Subcontractors**

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1 07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

### **1-07.18(4) Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1 07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full

and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

### **1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

### **1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

### **1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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### **1-07.18(5)C Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

### **1-07.24 Rights of Way**

(\*\*\*\*\*)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements are included in the Contract Provisions.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

## **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

### **1-08.0 Preliminary Matters** **(May 25, 2006 APWA GSP)**

Add the following new section:

#### **1-08.0(1) Preconstruction Conference** **(October 10, 2008 APWA GSP)**

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer, and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

To review the initial progress schedule;

To establish a working understanding among the various parties associated or affected by the work;

To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;

To establish normal working hours for the work;

To review safety standards and traffic control; and

To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

A breakdown of all lump sum items;

A preliminary schedule of working drawing submittals; and

A list of material sources for approval if applicable.

**1-08.0(2)A Lacey Hours of Work**  
**(October 16, 2014 Lacey GSP Option A)**

Add the following new section:

Lacey Municipal Code (LMC) Chapter 14.38.010, prohibits outside construction activities between the hours of 9:00 p.m. and 7:00 a.m. in or adjacent to residential zones of the City. A waiver to this ordinance will not be allowed, except in case of emergency, or where operations are necessary during such hours in order to promote the safety of the traveling public as shown in these specifications or as determined by the Engineer.

**1-08.1(7)A Subcontracting**  
**(December 30, 2022 APWA GSP)**

Delete the ninth paragraph, beginning with “On all projects, the Contractor shall certify...”.

**1-08.3(2)A Type A Progress Schedule**  
**(\*\*\*\*\*)**

Revise this section to read:

The Contractor shall submit five (5) copies of a Type A Progress Schedule no later than 7 days prior to the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

**1-08.4 Prosecution of Work**  
**(July 23, 2015 APWA GSP)**

Delete this section in its entirety, and replace it with the following:

**1-08.4 Notice to Proceed and Prosecution of Work**

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical

completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

#### **1-08.4(1) Order Of Work**

(\*\*\*\*\*)

Add the following new section:

Prior to starting construction and issuance of notice to proceed by the City, the Contractor shall furnish the Contracting Agency with a schedule, sequence, and method of proceeding with the work. This schedule shall address all items herein and must be approved by the Contracting Agency prior to commencing any construction operations.

The Contracting Agency has negotiated a temporary construction easement with Herberta L. Gray and a Construction Memorandum of Understanding with Ronald & Oleta Ferry for a temporary access that the Contractor shall incorporate into the schedule for this project. These agreements are attached in Appendix H and Appendix I, respectively.

The following specific requirements shall be included into the project schedule:

1. Work hours while working on the Gray parcel shall be from 9 am to 4 pm, Monday through Friday, excluding holidays.
2. Site clearing and preparation on Gray's Parcel shall be completed within 5 days of mobilization.
3. Exploratory Drilling at locations S6E2 and S6E3 shall be completed prior to beginning S6E1.
4. S6E2 and S6E3 shall be installed and developed within 15 working days of mobilization.
5. City will provide written notice within 55 working days after S6E2 and S6E3 are developed if these monitoring wells will be decommissioned.
6. Decommissioning of S6E2 and S6E3, landscape restoration, cleanup, and demobilization at the H.L. Gray parcel shall be complete within 10 days from written notice by the City.

Refer to Section 1-08.9 Liquidated Damages for additional provisions.

#### **1-08.5 Time for Completion**

(\*\*\*\*\*)

This project shall be physically completed within 80 working days.

Refer to Section 1-08.4(1) Order of Work and 1-08.9 Liquidated Damages for additional provisions.

### **1-08.5 Time for Completion** **(December 30, 2022 APWA GSP Option A)**

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If Substantial Completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the Physical Completion of the contract; and (3) remaining for the Physical Completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the Completion Date of the Contract after all the Contractor's obligations under the Contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a Completion Date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
  - g. Property owner releases per Section 1-07.24

### **1-08.6 Suspension of Work** **(February 15, 2023 Lacey GSP)**

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.



The Contractor shall show procurement of the materials anticipated to be critical materials as activities in the Progress Schedule. If approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time will be suspended upon physical completion of all critical work except that work dependent upon the critical materials. Items anticipated to be critical materials include but are not limited to:

Prepacked monitoring well screens

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 7 calendar days, whichever occurs first.

### **1-08.9 Liquidated Damages**

(\*\*\*\*\*)

Replace Section 1-08.9 with the following:

Refer to Section 1-08.4(1) Order of Work and 1-08.5 Time for Completion for additional provisions.

Delayed completion of work outlined in Section 1-08.4(1) Order of Work will result in costing tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision. In addition, legal expenses will be required if the provisions of Appendix H are violated.

Accordingly, the Contractor agrees:

To pay \$2,000 in liquidated damages per day for each day prorated to the nearest day that the work is not completed as specified in 1-08.4(1).

To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

As an incentive to the Contractor, the Contracting Agency will pay the Contractor \$2,000 for each working day remaining out of the 10 working days specified in Section D 1-08.4(1).6. The total incentive shall not to exceed \$6,000.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.



## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.9 Payments**

(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

Failure to perform obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in

accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

### **1-09.9 Payments**

**(November 20, 2020 Lacey GSP)**

Section 1-09.9 is supplemented with the following:

Progress payments and the Final Contract Voucher Certification (FCVC) will be transmitted electronically to the Contractor for signature. The Contractor shall apply all signatures electronically using the software provided by the Contracting Agency. Within 21 days of execution of the Contract, the Contractor shall submit the names, email addresses, and text-message capable phone numbers for the authorized signers and shall bear the name, phone number and email of the officer providing this authorization. Delegation of authority to sign progress payments and the FCVC shall be by the officer authorized to sign the Contract.

### **1-09.11(3) Time Limitation and Jurisdiction**

**(December 30, 2022 APWA GSP)**

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to all such claims or causes of action. It is further mutually agreed by the parties that when claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court,

the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

**1-09.13(1) General**  
**(January 19, 2022 APWA GSP)**

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total \$1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

**1-09.13(3)A Arbitration General**  
**(January 19, 2022 APWA GSP)**

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

**1-09.13(4) Venue for Litigation**  
**(December 30, 2022 APWA GSP)**

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

### **2-01.1 Description** **(\*\*\*\*\*)**

Supplement this section with the following:

The City of Lacey is a Tree City USA, and has deemed it necessary to protect all trees to the best of their ability. Only the trees that are evaluated by a certified Arborist as being diseased or detrimental to the project shall be removed as shown in the plans. The Contractor shall conduct a site review noting all trees within the construction zone prior to submitting a bid. Ease of construction, spoils, or stockpiling needs shall not justify tree removal.

Contractor shall review and fully comply with the conditions set forth in the H.L. Gray TCE (Appendix H) for preservation and removal of wood and plants. Contractor shall identify and confirm with Engineer during site clearing for drill rig access, the plants and wood to be removed and preserved.

Disposal of all organic waste shall be by Disposal Method No. 2. Disposal Method No. 1 and No. 3 will not be permitted in this contract. The City of Lacey encourages recycling of organic material at a certified organic recycling center.

The Contractor shall take all precautions necessary to protect the public, property, trees, and natural vegetation from harm. Any damage to utilities or other structures on public right-of-way or private property shall be restored by the Contractor or authorized agent at the Contractor's expense.

## **2-01.5 Payment**

(October 16, 2009 Lacey GSP)

Modify this section with the following:

The unit contract price per acre or lump sum for "Clearing and Grubbing" shall be full pay for all work described in this section including "Roadside Cleanup". If no bid item for "Clearing and Grubbing" or "High Visibility Fence" is included in the proposal, any work described in this section shall be incidental to the project.

## **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

### **2-02.1 Description**

(\*\*\*\*\*)

Supplement this section with the following:

The following items plus all materials resulting from incidental work including clearing; grubbing and roadside cleanup shall be removed from the job site, disposed of in a waste site or when noted on the plans, delivered to the City.

Per Appendix H – Gray TCE, this work consists of but shall not be limited to the following items:

Rocks and stumps  
Invasive and non-preservable vegetation  
Refuse

Contractor shall provide equipment, tools, and personnel capable of completing the minimally disturbing clearing and grading and lawn and landscape restoration as specified. Minimal disturbance activities may include removal of stumps or minor obstructions, tree limb removal to

provide rig access, and minor grading of areas smaller than 1,000 square feet. Operate and maintain equipment in conformance with manufacturer's recommendations.

## **2-02.2 Video**

**(March 3, 2022 Lacey GSP)**

Add the following new section:

The Contractor shall provide pre-construction video of the existing conditions for the construction area including all easements, streets, alleys, and driveways within the project area. Further, video shall include existing drainage, driveways, sidewalks, and other frontage improvements. The Contractor shall also provide pre-construction video of the existing conditions of each face of an existing structure (houses, garages, sheds, fences, etc.), within 30 feet of the construction area.

The Contractor shall provide a copy of the video, in electronic format, to the City prior to any construction.

All costs for providing and furnishing the pre-construction video shall be considered incidental to the Project and no other payment will be allowed.

## **2-02.3 Construction Requirements**

**(\*\*\*\*\* Lacey GSP)**

Supplement this section with the following:

No salvaged or returned items.

## **2-02.5 Payment**

**(March 18, 2015 Lacey GSP)**

Delete this section and replace with the following:

“Removal of Structures and Obstructions”, lump sum.

## **2-07 WATERING**

### **2-07.3 Construction Requirements**

**(\*\*\*\*\*)**

Supplement this section with the following:

If the Contractor anticipates the use of City water, the Contractor shall apply for a hydrant meter through the City of Lacey. The City’s Hydrant Meter Agreement is provided in Appendix J. Any damage rendered to the meter shall be repaired or replaced by the Contracting Agency and those costs deducted from monies due to the Contractor. All water used shall be metered and used sparingly for the entire length of the project. The Contractor will not be charged for water used on the project. The meter shall be returned promptly at the end of the project.

The Contractor is responsible for complying with backflow prevention requirements, which may include but are not limited to providing a certified air gap or reduced pressure backflow assembly (RPBA).

The Contractor shall use the water to keep the project site clean and to control dust during and after construction hours as determined by the Engineer.

## **2-07.4 Measurement**

(\*\*\*\*\*)

Delete and replace this section with the following:

The Contractor shall apply for a hydrant meter through the Contracting Agency. All water used shall be measured with the Contracting Agency supplied meter.

## **2-07.5 Payment**

(\*\*\*\*\*)

Delete and replace this section with the following:

The Contractor will not be charged for water used on this project. A hydrant meter will also be provided for a deposit and can be obtained at the City of Lacey Maintenance Service Center. Any costs to repair meters damaged by the Contractor shall be recovered from monies due the Contractor.

All costs to use or apply water as directed by the Engineer, including but not limited to supplying tank trucks, reduced pressure backflow assemblies (RPBA), and certification of approved backflow prevention methods, shall be considered incidental to the project and no other payment will be allowed.

# **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

## **8-01.3 Construction Requirements**

### **8-01.3(1) General**

(May 28, 2020 WSDOT GSP)

Section 8-01.3(1) is supplemented with the following:

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead must be onsite or on call at all times throughout construction. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.
3. Inspecting and reporting on all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all storm water discharge points every calendar week and within 24 hours of runoff events in which storm water discharges from the site or as directed by the Engineer.

4. Submit to the Engineer no later than the end of the next working day following the inspection a TESC Inspection Report that includes:

- a. When, where, and how BMPs were installed, maintained, modified, and removed.
- b. Observations of BMP effectiveness and proper placement.
- c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal TESC BMP deficiencies.
- d. Identify for each discharge point location whether there is compliance with state water quality standards in WAC 173-201A for turbidity and pH.

Inspection of temporarily stabilized, or inactive sites may be reduced to once every calendar month if allowed by the Engineer.

#### **8-01.3(9)A2 Silt Fence**

**(October 16, 2014 Lacey GSP)**

Supplement this section with the following:

If the Engineer determines that site conditions dictate additional silt fence throughout the duration of the project, the Contractor shall immediately install additional silt fence as directed by the Engineer.

#### **8-01.3(9)D Inlet Protection**

**(November 20, 2020 Lacey GSP)**

Delete the first paragraph and replace with the following:

All catch basins and inlets within 500 ft of the project limits, downstream or affected by construction activities shall have inlet protection and as required by the Engineer. Inlet protection devices shall be installed prior to beginning clearing, grubbing, or earthwork activities.

#### **8-01.4 Measurement**

**(April 30, 2015 Lacey GSP)**

Supplement this section with the following:

All items required for erosion control shall be included in the lump sum bid item "Erosion/Water Pollution Control" unless a specific bid item is included in the proposal.

Modify this section with the following:

No specific unit of measure shall apply to the lump sum item "ESC Lead"

#### **8-01.5 Payment**

**(November 20, 2020 Lacey GSP)**

Modify this section with the following:

Delete "Erosion/Water Pollution Control", by force account and add the following bid item:  
"Erosion/Water Pollution Control", lump sum.

The lump sum contract price for “Erosion/Water Pollution Control” shall be full compensation for all labor, material, and equipment necessary to implement, install, maintain and remove all erosion and water pollution control items including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities, and any additional Work deemed necessary by the Engineer to control erosion and water pollution and all Work required for compliance with the Construction Stormwater General Permit (CSWGP) including annual permit fees. The requirements for the ESC Lead shall also be included in this lump sum bid item if no bid item is included in the proposal. The Contractor shall bear full responsibility for erosion/water pollution control in all sources of material, disposal sites, and haul roads.

## **8-05 LAWN AND LANDSCAPE RESTORATION**

(\*\*\*\*\*)

Add the following new section:

### **8-05.1 Description**

The Contractor shall take every precaution to preserve and protect existing lawn and landscape areas. Only those landscaped areas necessary for construction shall be disturbed. Pursuant to Appendix H - Gray TCE, Contractor shall restore disturbed areas to as near as possible to original conditions using native plant species.

### **8-05.3 Construction Requirements**

The Contractor shall repair any vegetation, fencing, culverts, ditch sections, or any other objects or structures that are not covered by a specific bid item. Restoration shall return anything damaged by construction to their original condition or to a condition superior to the original condition. The Contractor shall be responsible to evaluate the site prior to bidding this project to determine the areas to be affected by the particular construction method or machinery proposed to be used.

### **8-05.4 Measurement**

No unit of measure shall apply to the lump sum price for Lawn and Landscape Restoration.

### **8-05.5 Payment**

“Lawn and Landscape Restoration”, lump sum.

The lump sum contract price for “Lawn and Landscape Restoration” shall be full pay for all labor, materials, and equipment to restore the project site to condition equal to, or superior to the original condition.

If no bid item for “Lawn and Landscape Restoration” is included, any work described in this section shall be incidental to the project.

## **8-50 MISCELLANEOUS**

Add the following new sections:

### **8-50.2 Project Closeout**

(April 2, 2018 Lacey GSP)

#### **Description**



This work shall consist of completing all miscellaneous items of work in accordance with the Plans and these Specifications that are required to achieve Completion and Final Acceptance, as identified by the Engineer and the Contracting Agency. This work may include but is not limited to punch list items, record drawings, O&M Manuals, training, material acceptance documents, copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors, and any other work required in these Plans and Specifications that has not been completed.

### **Measurement**

No unit of measurement shall apply to the lump sum price for “Project Closeout”.

### **Payment**

“Project Closeout”, lump sum.

The unit contract price per lump sum for “Project Closeout” includes all compensation for all costs of completing the miscellaneous items of work identified by the Contracting Agency prior to final acceptance of the Project. A fixed lump sum price has been included in the Proposal for this work. Any additional costs anticipated or incurred by the Contractor for the work shall be included in the various lump sum and unit price bid items as found in the Proposal. Neither partial payment, nor additional compensation shall be allowed.

# E

## TECHNICAL SPECIFICATIONS

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## PART 1 GENERAL

### 1.1 WORK INCLUDED

This contract provides for the completion of three geotechnical exploratory holes (Figure 1), to a depth of approximately 600 feet, 600 feet, and 300 feet or less. Total depth for each monitoring well shall be determined based on conditions observed in the field by Engineer. The exploratory holes shall be drilled using sonic drilling equipment with continuous sample collection. After reaching total depth, as determined by the Engineer, two of the holes (S6E2 and S6E3) shall be completed as groundwater monitoring wells and the S6E1 borehole shall be abandoned and sealed using tremie grouting methods. At the City's discretion, optional monitoring well decommissioning may occur as per Section D 1-08.4(1) Order of Work. The following main tasks shall be completed.

- Sonic drilling and continuous sample collection at S6E1, S6E2 and S6E3 to depths of approximately 600 feet, 600 feet, and 300 feet, respectively.
- Installation of 2-inch groundwater monitoring wells and well development at two of the borehole locations (S6E2 and S6E3)
- Abandon Well S6E1 (Borehole sealing)
- Optional monitoring well decommissioning (S6E2 and S6E3)

The Engineer has the right to stop work if the Contractor's equipment is contaminated or unsafe, or if the materials used by the Contractor impose a risk of contamination.

### 1.2 REFERENCES

The following is a list of standards which may be referenced in this section:

- A. American Water Works Association (AWWA), A100-20: Standard for Water Wells
- B. Washington Administrative Code (WAC), WAC 173-160 Minimum Standards for Construction and Maintenance of Wells

### 1.3 SUBMITTALS

Contractor shall submit the following project data to the City prior to drilling, in addition to the submittals identified in Section D of these specifications:

- A. Descriptive data or drawings indicating equipment and materials to be used during drilling, monitoring well construction, borehole sealing, and well decommissioning. Also, submit Site Access Plan and Layout Plan.
- B. Manufacturer's product data for borehole sealing materials and demonstrating certification that all grout components are suitable for drinking water well applications.
- C. Start Cards issued by the Washington State Department of Ecology.
- D. Well decommissioning reports submitted to the Washington State Department of Ecology.
- E. Contractor shall submit the following Contract Closeout Items upon completion of the Work: A copy of Washington State Geotechnical Borehole and Resource Protection Well reports (start

card) and the borehole sealing and monitoring well decommissioning reports submitted to Department of Ecology.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

Deliver materials to site in manufacturer's original packaging, store and protect materials from contamination in accordance with AWWA A100.

#### 1.5 SITE INFORMATION

The drilling locations for S6E1, S6E2 and S6E3 are noted on Figures 2, and 3. Equipment staging shall occur on the City of Lacey's Source 6 Site (Figure 2).

Borehole S6E1 is readily accessible via level grassy surface. Drill rig access to borehole S6E2 and S6E3 shall require minimally disturbing clearing or grading, and Contractor shall provide lawn and landscape restoration for the disturbed area as noted on Figure 3, per the H.L. Gray TCE provided in Appendix H. Borehole locations are preliminary and may be adjusted to site conditions as determined by Engineer, with S6E2 and S6E3 approximately 5 to 10 feet apart. To access locations S6E2 and S6E3, the City has secured a Temporary access CMOU with the adjacent landowner Ronald & Oleta Ferry (Appendix I), at 5014 21<sup>st</sup> Ave SE. Contractor shall access the S6E2 and S6E3 locations via Ferry's driveway as per Figure 3.

## PART 2 – MATERIALS

#### 2.1 GENERAL

- A. Provide all materials and equipment necessary for the advancement of exploratory boreholes, monitoring well construction, and well/borehole decommissioning as specified.

#### 2.2 GROUT MIXTURES

- A. Contractor shall utilize an approved bentonite-cement grout mixture for borehole sealing and monitoring well decommissioning in accordance with WAC 173-160 Part Two – General Requirements for Resource Protection Well Construction and Geotechnical Soil Borings.
- B. Contractor shall have a minimum of 50 percent excess seal materials on hand before initiating sealing procedures.

#### 2.3 MONITORING WELL CASING

- A. Each monitoring well shall be constructed with a 2-inch diameter schedule 40 PVC flush-treaded well casing.

#### 2.4 MONITORING WELL SCREEN

- A. Each monitoring well shall have a prepacked (filtered) well screen of approximately 10 to 20 feet in length. Prepacked screen shall have 0.020-inch slots and 10x20 filter pack, Johnson Screens Vee-Pack, ECT High Yield Prepack, or similar nominal 2-inch prepacked high flow PVC screen.
- B. Each monitoring well shall have a continuous seal from approximately 5 feet above the screen to the surface in accordance with WAC 173-160-450.

#### 2.5 MONITORING WELL COVER

- A. Each well shall be completed with an above-grade locking steel protective cover.
- B. Pursuant to WAC 173-160-420 three steel traffic bollards arranged in a triangular array are required for monitoring well protection. WAC 173-160-420 (14) provides for the waiver or

modification of protection requirements. Based on the location and temporary nature of the monitoring wells, Contractor shall request written approval from Ecology for a waiver of the WAC 173-160-420 (12)(a) requirement for protective bollards.

## 2.6 WATER

- A. Use only potable water for drilling fluid. Do not introduce materials to the borehole during the drilling process without notification and approval by the City.
- B. Temporary water service for construction purposes will be supplied by an approved water source designated by the City. The Contractor will obtain a hydrant meter from the City for this purpose as per Section D 2-07.

## 2.7 SANITARY FACILITIES

- A. Contractor shall provide and maintain portable sanitary facilities for use by all personnel connected with the exploratory drilling project. Portable sanitary facilities shall be placed in the staging area designated by the City (Figure 2).

# PART 3 – CONSTRUCTION REQUIREMENTS

In addition to the notification requirements noted in Section D, within two to ten days prior to beginning work, provide the City with confirmation of compliance with Washington's Dig Law, RCW 19.122. Contractor shall notify the City 5 working days (Saturdays, Sundays, and holidays excepted) prior to the commencement of drilling.

## 3.1 COMPLIANCE WITH GOVERNMENTAL REGULATIONS

- A. Complete each exploratory hole in conformance with all laws, rules, regulations, and standards related to the construction of drinking water wells in the State of Washington, and Thurston County.
- B. Procure all necessary permits, certificates, and licenses required by the law to execute the work. The contractor shall file a Start Card from the Department of Ecology.
- C. The drilling firm shall be a company specializing in drinking water well drilling and licensed in the State of Washington per WAC 173-162.
- D. Comply with all conditions set forth in the Notice of Intent to Drill as administered by the Washington State Department of Ecology.

## 3.2 DAILY REPORTS AND WELL LOG

Furnish the City with Daily Reports of progress and activities including:

- Personnel and times on site
- Equipment and operations completed
- Task status summary
- Geologic materials and depths encountered during drilling
- Presence or absence of water
- Depths of zones with no recovery
- Drilling penetration rate and weight on bit
- Time, depth, and description of any unusual occurrences or problems during drilling
- Diameters and lengths of drill string utilized

- Project records, including daily drilling logs, and the drilling/sealing report submittals to Ecology shall be incidental to the project work.

### 3.3 MOBILIZATION

- A. The Mobilization item in the Bid Form includes attending a Preconstruction Conference, to be held on site.
- B. Work shall only be performed within designated work areas. Do not disturb areas outside of designated areas identified on Figures 2 and 3. The Contracting Agency has negotiated a temporary construction easement (TCE) on the Gray parcel at 5012 21<sup>st</sup> Ave SE, which includes both the S6E2 and S6E3 locations. The TCE is provided in Appendix H and includes commitments for minimal clearing, preservation and reestablishment of certain plant species, and site restoration. Work shall only occur within the noted areas on Figure 3.
- C. Access to S6E2 and S6E3 shall occur through the frontage of the adjacent property (Figure 3). The Contracting Agency has negotiated temporary access on the adjacent Ferry parcel at 5014 21<sup>st</sup> Ave SE, as shown in Figure 3, and has created temporary access to the Gray parcel. The contractor shall use the Ferry's driveway to access the Gray parcel. The Ferry TCE is also included in Appendix I. Contractor shall utilize the Ferry driveway for ingress and egress only, and shall not block or interfere with access by the Ferry's or their guests.
- D. Contractor shall not interfere with traffic on 21<sup>st</sup> Ave SE. The contractor shall limit parking on the ROW of 21<sup>st</sup> Ave SE to one vehicle.
- E. Equipment and materials staging shall occur at the City's Source 6 site at 2400 Judd St, as shown in Figure 2.
- F. Provide at all times a thoroughly experienced, competent, and licensed in the State of Washington driller during all drilling operations.
- G. S6E1 will be completed on the City's Source 6 site, and S6E2 and S6E3 will be completed on the Gray parcel at the approximate locations noted in Figures 2 and 3. The final locations of each borehole will be identified and marked by the Engineer during the pre-construction meeting.

### 3.4 SONIC DRILLING

- A. Drilling Equipment
  1. Provide equipment, tools, and personnel capable of completing the minimally disturbing access path for the drilling rig.
  2. Provide a drilling rig, support equipment, tools, and personnel capable of sonic drilling and continuous sample collection at S6E1, S6E2, and S6E3 to depths no greater than 600 feet.
  3. Provide all tools, bits, fuel, and all other necessary equipment and materials for drilling, monitoring well construction, and monitoring well decommissioning at S6E2 and S6E3.
  4. After mobilization to the Site Staging Area, steam clean all equipment involved in the drilling, including but not limited to the drill rig, drill rods, drill bits, temporary casings, and all other tools and equipment involved in entering the test holes or handling materials that will enter the test holes. Equipment should be free of sediments brought in from offsite at the Judd Hill Parcel before being steam cleaned. This site is located within the sanitary control area of S06 and we do not want potentially hazardous material brought onto the site.



B. Cuttings and Drilling Fluids

1. Digging into the ground surface, or penetrating the ground surface, to provide containment for drilling fluids will not be acceptable for this project.
2. The Contractor shall be responsible for providing own materials and equipment for proper, non-subsurface-invasive containment of drilling fluids during drilling work.
3. Do not allow cuttings, samples, or drilling fluids to contaminate ground or surface water.
4. After completion of work, the Contractor shall be responsible for removal of materials and equipment for containing drilling fluids. Contractor shall contain, remove, and dispose of all investigation derived waste.

C. Formation Samples

1. Contractor shall provide continuous sampling for geologic characterization.
2. Continuous samples from each exploratory hole shall be bagged and preserved on plastic sheeting within the areas designated by the City for review and logging by the Engineer.
3. Samples remaining after logging shall be contained and removed from the Site.

3.5 ABANDON WELL (BOREHOLE SEALING)

- A. Borehole sealing (Abandon Well) S6E1 at the city's Source 6 Site shall be completed using tremie grouting methods. A cement-bentonite slurry shall be installed via tremie pipe from the bottom of the hole as the outer drill casing is removed. Tremie pipe shall be removed at a rate no greater than the extraction of the outer drill casing.
- B. Final completion depths for each hole shall be determined by the Engineer based on results of geologic logging of the sonic core materials, but no deeper than 600 feet.

3.6 FURNISH AND INSTALL MONITORING WELLS

- A. S6E2 and S6E3 will be completed as groundwater monitoring wells. Each well shall be constructed with a 2-inch diameter schedule 40 PVC flush-treaded well casing. A generalized monitoring well construction diagram is attached as Figure 4.
- B. Natural collapse of the borehole shall fill the annular space around the screen to approximately 5 feet above the top of the screen.
- C. Each monitoring well shall have a continuous grout seal from approximately 5 feet above the screen to the surface in accordance with WAC 173-160-450.
- D. Each well shall be completed with an above-grade locking steel protective cover. S6E2 and S6E3 will be completed at different depths (approximately 500 and 300 feet), and total length of casing assumed less than 1,000 feet for both wells. Completion depths for monitoring wells S6E2 and S6E3 shall be determined by Engineer based on results from geologic logging of the sonic core.

3.7 AUTHORIZED HOURLY WORK

- A. Monitoring well development shall be completed as authorized hourly work.
- B. Contractor shall utilize air lifting and/or surge blocks to develop each monitoring well.
- C. Discharge generated during development shall be contained in portable drums for solids settling and subsequent discharge to the ground surface in the vicinity of the wells.
- D. Solids generated during development shall be contained and disposed off-site.

- E. Up to 4 hours of Well development shall be assumed for each monitoring well.

### 3.8 MONITORING WELL DECOMMISSIONING

- A. Monitoring well decommissioning is optional and shall be completed at the City's discretion as per Section D 1-08.4(1).5
- B. Contractor shall decommission the two monitoring wells in accordance with WAC 173-160-381, by removal of the casing and installation of a grout seal within the remaining borehole.

### 3.9 CLEANUP OF CONSTRUCTION AREAS

- A. Upon completion of exploratory holes and monitoring well decommissioning, remove from the site the drill rig and equipment, all debris, unused materials, temporary construction buildings, and other miscellaneous items resulting from or used in the operations.
- B. If cleanup or equipment mobilization causes exposure of bare earth, cover with 2" thick layer of wood chips or mulch as approved by the City.
- C. Cleanup work shall be incidental to other work and a separate payment will not be made for cleanup work.
- D. Removal and Disposal of Investigation Derived Waste includes the removal of all materials (solids and liquids) managed as investigation derived wastes and proper disposal off site, including core bags and geologic materials subsequent to geologic logging and no later than completion of the monitoring well decommissioning activities, and shall be incidental to the project work.

### 3.10 AUTHORIZED STANDBY TIME

- A. Authorized Standby Time will be credited only for unexpected periods during which work is stopped at the direction of the Engineer or the City.
- B. Idle time required for maintenance or failure of equipment shall not be considered standby time.
- C. Standby time covers only the time lost during an 8-hour working shift while unanticipated delay the Contractor's work, regardless of operating schedule.
- D. Standby time will not be paid for non-working days including but not limited to Saturdays, Sundays, or holidays observed by the City.
- E. Standby time does not include normal delays or lag time such as a normal period for the City to complete site inspection, reviewing progress and plans with Engineer, or while waiting on delivery materials or equipment.

## PART 4 – MEASUREMENT

This section provides the measurement for bid items described in this Technical Specification:

"Sonic Drilling 0-200", per linear foot.

"Sonic Drilling 200 – 400", per linear foot.

"Sonic Drilling 400-600", per linear foot.

"Abandon Well", per lump sum.

“Furnish and Install Monitoring Wells”, per each.

“Authorized Hourly Work”, per hour.

"Monitoring Well Decommissioning", per each.

“Authorized Standby Time”, per hour.

## PART 5 – PAYMENT

“Sonic Drilling 0-200 ft” per linear foot covers all drilling between ground surface and 200 feet below ground surface. This item includes all equipment, tools, and personnel capable of sonic drilling and continuous sample collection.

“Sonic Drilling 200 – 400 ft” per linear foot covers all drilling between 201 feet and 400 feet below ground surface. This item includes all equipment, tools, and personnel capable of sonic drilling and continuous sample collection.

“Sonic Drilling and 400-600 ft” per linear foot covers all drilling between 401 feet and 600 feet below ground surface. This item includes all equipment, tools, and personnel capable of sonic drilling and continuous sample collection.

“Abandon Well” per lump sum includes all equipment, tools, materials and personnel necessary for sealing the exploratory boreholes to depths specified by the Engineer using tremie grouting methods.

“Furnish and Install Monitoring Wells” per each includes all equipment, tools, materials and personnel necessary for monitoring well construction as specified in Section 3.8.

“Authorized Hourly Work” per hour covers monitoring well development and additional work as directed by the Engineer. This item includes all equipment, personnel, work, and materials necessary to discharge fine sediment entrained in the well during the construction process and management of the development water.

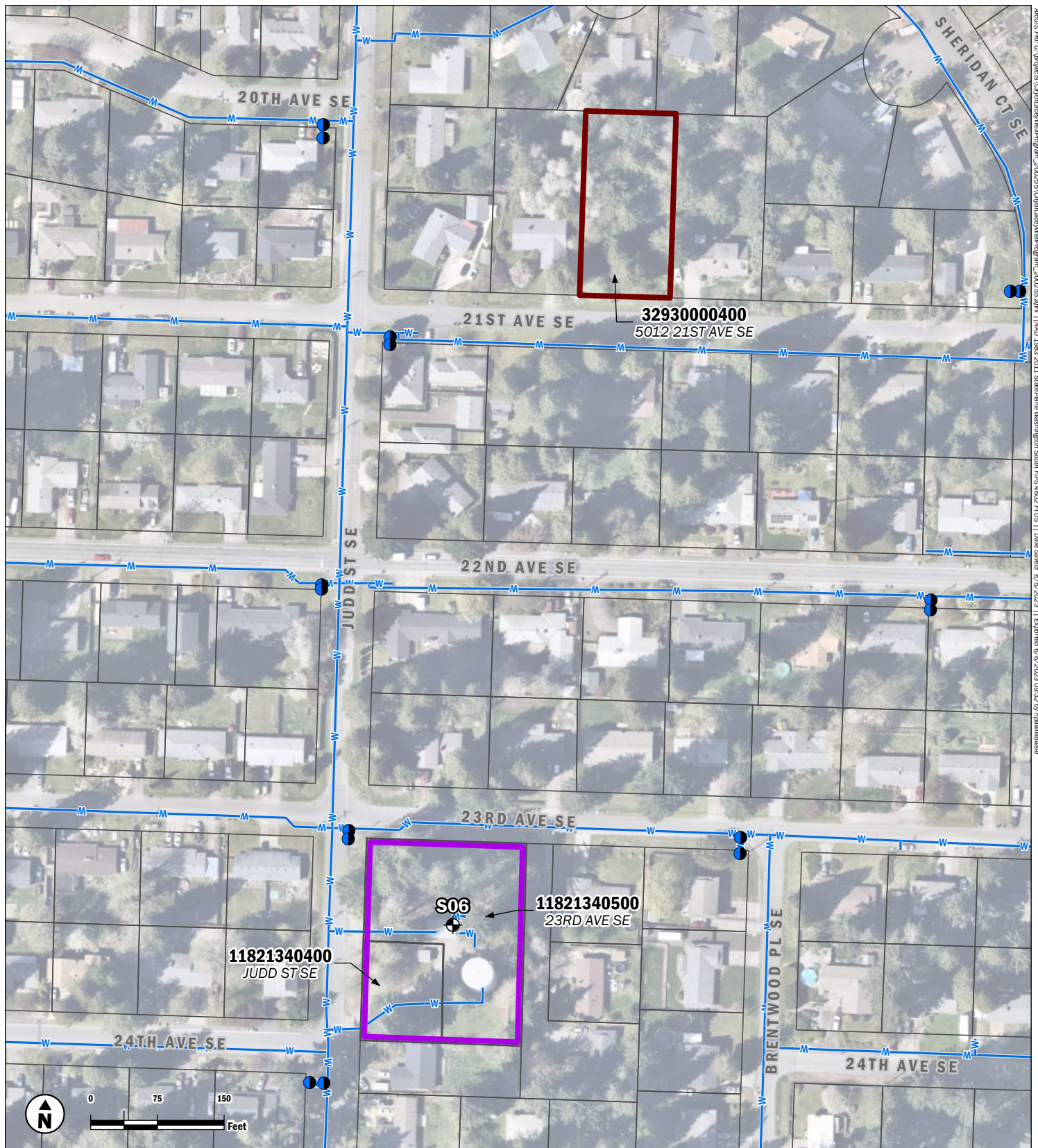
"Monitoring Well Decommissioning" per each is an optional task to be performed at the discretion of the City. This item includes all equipment, personnel, work, and materials necessary to remove the well casing and seal the borehole in accordance with WAC 173-160-381.

“Authorized Standby Time” per hour shall cover for time lost during an 8-hour working shift while unanticipated activities delay the Contractor’s work. Standby time does not include normal delays or lag time in the well construction and testing such a normal period to confirm well screen configuration.

## PART 6 - ATTACHMENTS

Figures 1, 2, 3, and 4





ACGIS Proj. G:\projects\City\Utility\MapProgram\_200255\City\Utility\MapProgram\_200255.aprx | I:\MD\_1983\_2011\Shoreline\Washington\South\PRS\_4602\_P1US | Date Saved: 6/7/2023 11:52:03 | Exported: 6/6/2023 09:32 by rrowland

City of Lacey Well S06



Thurston County Tax Parcel



Judd Hill Offsite Parcel



Well S06 Parcels



Fire Hydrant



Water Main

## Site Location

Source 6 Water Rights & Exploratory Drilling  
Lacey, Washington



JUN-2023

PROJECT NO.  
200255

BY:  
JNT / NLK

REVISED BY:  
JNT / NCP

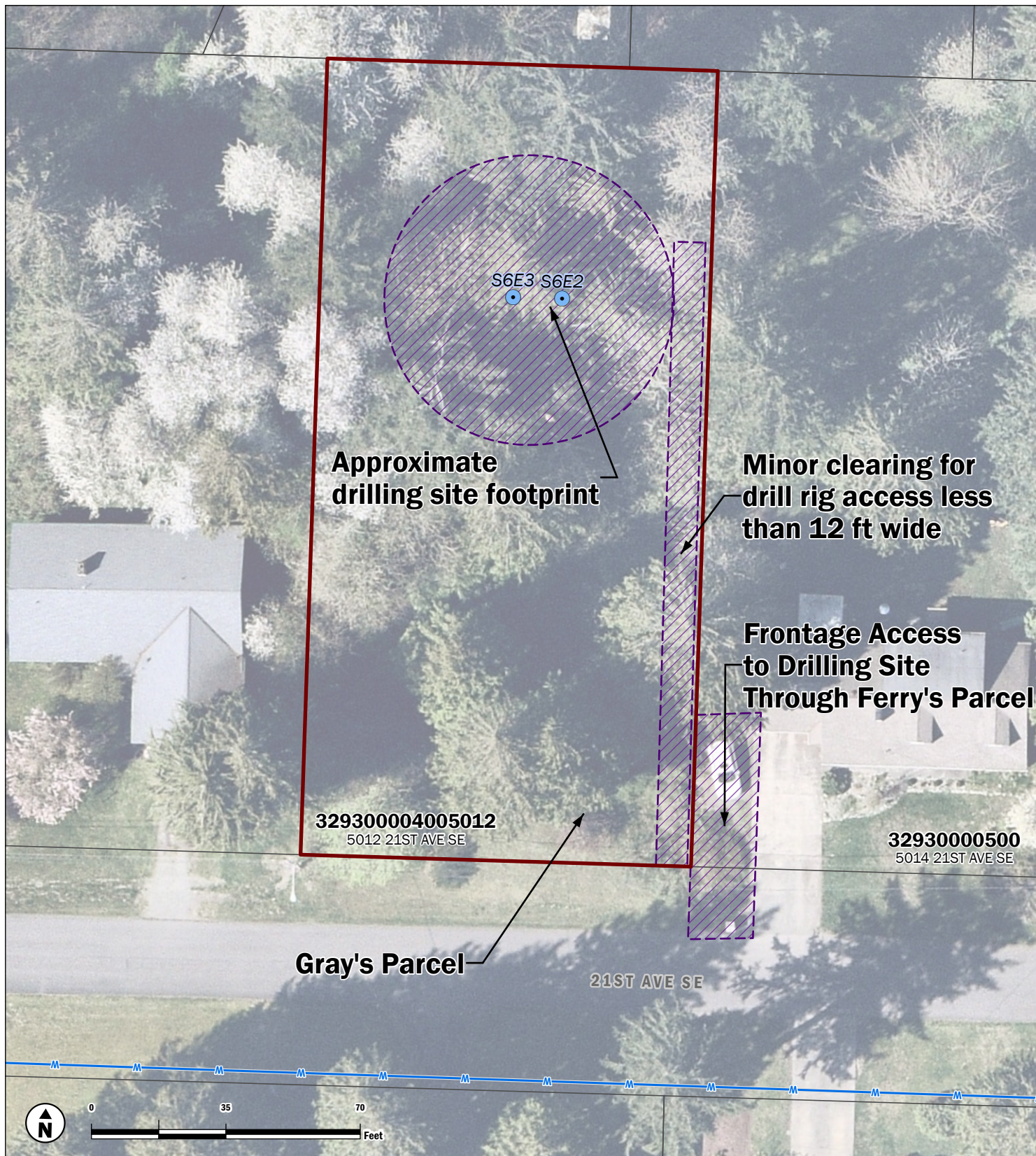
FIGURE NO.

**1**

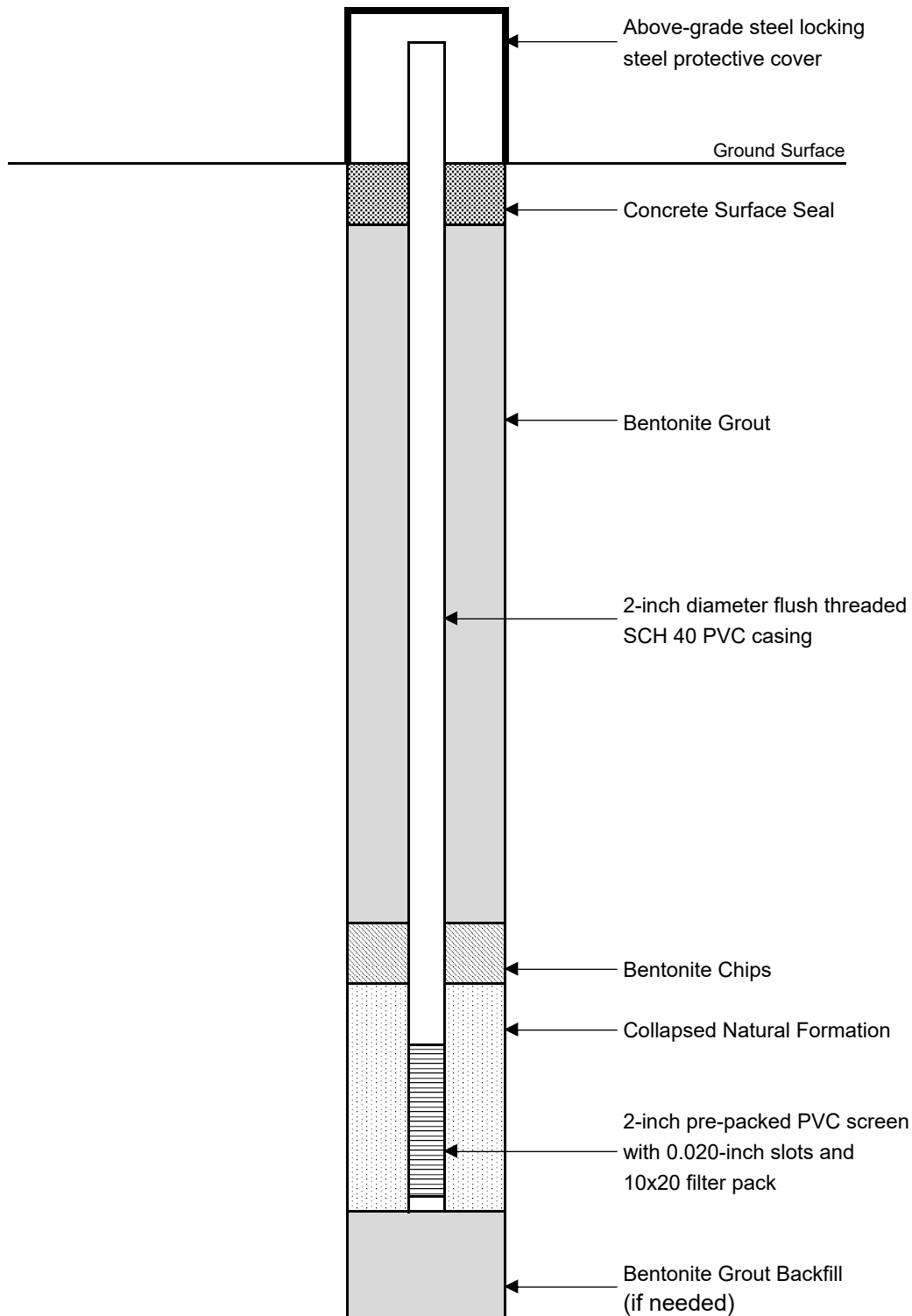








<p>  Approximate Drilling Location for Wells S6E2 &amp; S6E3   H.L. Gray Parcel   Parcel Access Areas   Water Main   Thurston County Tax Parcel         </p>	<p align="center"><b>H.L. Gray Parcel</b> Source 6 Water Rights &amp; Exploratory Drilling Lacey, Washington</p>			
	<p align="center">JUN-2023 <small>PROJECT NO.</small> 200255</p>	<p align="center">BY: JNT / NLK <small>REVISED BY:</small> --- / ---</p>	<p align="center"><small>FIGURE NO.</small> <b>3</b></p>	



TYPICAL FIGURE: NOT TO SCALE

**Figure 4**  
**Monitoring Well Construction**

# F PREVAILING WAGES





## **PREVAILING WAGE RATES**

The following wage rates are in effect for this project.

**State of Washington  
Department of Labor and Industries  
Washington State Prevailing Wage Rates For Public Works Contracts**

**Thurston County Rates For All Trades**

**Effective: July 7, 2023 including any correction notices issued  
by Labor and Industries prior to bid.**

Wage Rates and the Benefit Code Key may be found at:  
<https://secure.lni.wa.gov/wagelookup/>


Supplemental to State Wage Rates may be found at:  
<http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

A copy is also available for viewing at the City of Lacey Public Works Engineering office located at 420 College St SE, Lacey, WA 98503. If requested, a hard copy will be mailed to you.

# APPENDIX G


COL RAM FORM  
&  
INSTRUCTIONS



<b>PROJECT:</b>		<b>SUBMITTAL NO.</b>		 <b>CITY OF LACEY</b>
LACEY CONTRACT NO. PW ____-20____		Date sent to City:		
<b>Request for Approval of Material, Product or Shop Drawing</b>				
Contractor:			Subcontractor:	
No. of Pages	Item: Material, Product or Shop Drawing			Specification Reference
<input type="checkbox"/> This item is as specified <b>OR</b> <input type="checkbox"/> This item is a substitution/or equal Material/Product Substitution Request shall be submitted				
<input type="checkbox"/> Supplier/Subcontractor certifies material/product conforms to contract.				
Review Priority: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3                      Requested Due Date:				
Notes to Engineer:				

City of Lacey Engineer:		Date Approved by City:	
<input type="checkbox"/> Rejected	New Submittal Required.		
<input type="checkbox"/> Revise and Resubmit	See Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	See items included in Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	No exceptions noted.		
Review of the materials, products or plans do not relieve the contractor from compliance with requirements of the contract documents and does not necessarily constitute acceptance for materials, products or plans to be incorporated in the work. This review is for general conformance of the project's conceptual design and general compliance with the project's plans and specifications.			
Date City Transmitted to Contractor:		Date Contractor Transmitted to Subcontractor/Supplier:	

Date Received by City of Lacey:	Reviewed by: (Name/Company)
<u>Engineer's Comments:</u>  1.	

PROJECT: <i>A</i>		SUBMITTAL NO. <i>C</i>	 CITY OF <b>LACEY</b>
LACEY CONTRACT NO. PW___-20___ <i>B</i>			
<b>Request for Approval of Material, Product or Shop Drawing</b>			
Contractor: <i>D</i>		Subcontractor: <i>E</i>	
No. of Pages	Item: Material, Product or Shop Drawing	Specification Reference	
<i>F</i>	<i>G</i>	<i>H</i>	
<input type="checkbox"/> This item is as specified <i>I1</i> <b>OR</b> <input type="checkbox"/> This item is a substitution/or equal Material/Product Substitution Request shall be submitted <i>I2</i>			
<input type="checkbox"/> Supplier/Subcontractor certifies material/product conforms to contract.			
Review Priority: <input type="checkbox"/> 1 <i>K</i> <input type="checkbox"/> 2 <input type="checkbox"/> 3      Requested Due Date: <i>L</i>			
Notes to Engineer:  <div style="text-align: center;"><i>M</i></div>			

Section 1

City of Lacey Engineer: <i>R</i>		Date City Transmitted to Contractor: <i>S</i>	
<input type="checkbox"/> Rejected	New Submittal Required.		
<input type="checkbox"/> Revise and Resubmit	See Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	See items included in Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	No exceptions noted.		
Review of the materials, products or plans do not relieve the contractor from compliance with requirements of the contract documents and does not necessarily constitute acceptance for materials, products or plans to be incorporated in the work. This review is for general conformance of the project's conceptual design and general compliance with the project's plans and specifications.			
Date Received by Contractor: <i>T</i>		Date Returned to Subcontractor/Supplier: <i>U</i>	

Section 3

Date Received by City of Lacey:	<i>N</i>	Reviewed by: (Name/Company)	<i>@</i>
------------------------------------	----------	--------------------------------	----------

Engineer's Comments:

1. *P*

**Section 2**



## Section 1

The **Project Manager** shall fill in items **A** and **B**. The “Request for Approval of Material, Products or Shop Drawing” form shall be included in the specifications.

**A** Project Manager enters in the project title that matches the plans and specifications.

**B** Project Manager enters in PW project number that matches the plans and specifications.

The **Contractor** shall fill out the “Request for Approval of Material, Product or Shop Drawing” form for all materials or products that will be installed and Shop Drawing that will be used in the project. The form and the submittal shall be sent in the same e-mail. Submittals that exceed 10 MB shall either be provided on a CD, a flash drive or an internet link.

The products and materials that are specific to the project shall be circled or highlighted. If a submittal includes products or materials that are not project specific then these items shall be crossed out. Project Submittals that exceed 10 pages shall be submitted in Adobe Acrobat format and include a table of contents. Submittals that are not submitted in this format may be rejected outright and the contractor will be required to resubmit in the correct format.

The contractor shall enter in items **C, D, E, F, G, H, I, J, K, L**, and **M**.

**C** Contractor enters in the submittal number. The first “Request for Approval of Material, Product or Shop Drawing” submittal number shall be 1.0, the second shall be 2.0, the third shall be 3.0, etc.

When a “Request for Approval of Material, Product or Shop Drawing” requires resubmitting, the next submittal shall be the first part of the submittal number and then 0.1. Example: If submittal 9.0 requires resubmitting, then the resubmittal shall be 9.1. If a second resubmittal is required, then the next resubmittal shall be 9.2.

**D** Contractor shall fill in their name.

**E** Contractor shall fill in the subcontractor that is requesting approval. If only the General Contractor is requesting approval, then NA (not applicable) shall be entered.

**F** The number of pages for each specific material, product or shop drawing shall be entered.

**G** The specific material, product or shop drawing shall be entered. Material or product will be the trade name of the product or the name it is most easily recognized by. Materials or products that are similar (i.e. pipe fittings) can be bundled into one submittal.

**H** The specification that pertains to the specific material, product or shop drawing shall be entered. This information is critical in comparing the material, product or shop drawing to the specifications. You may also list Plan Sheet number or Special Provision page in this area.

**I** The Contractor shall check if the items submitted are either specified (I1) or that the submitted item is a substitution or equal (I2). If the product is a substitute or equal, then a Material/Product Substitution Request shall be submitted.

**J** The Contractor shall check that supplier and/or subcontractor certifies the bid item.

**K** The Contractor shall check if the submittal for approval is a high (1), average (2) or low (3) priority. The City of Lacey will review priority submittals as quickly as possible. Note: The majority of the submittals shall be checked as priority 2 or 3. Priority 1 submittals shall be critical or long lead items.

**L** A due date can be entered by the contractor. The City of Lacey will endeavor to review and return the request for approval by the requested due date.

**M** Any additional notes that the Contractor finds would assist the City of Lacey in reviewing the submittal can be entered in here.

## Section 2

The **City of Lacey Engineer** shall fill in items **N**, **O** and **P**.

**N** Enter the date that the City of Lacey received the “Request for Approval of Material, Product or Shop Drawing” from the Contractor.

**O** Enter the name and company of the person that reviewed the submittal.

**P** Any comments regarding changes needed, resubmittals requirements, conditional approval, etc. shall be entered.

## Section 3

The **City of Lacey Engineer** shall fill in items **Q**, **R**, and **S**.

**Q** Either “Rejected: New Submittal Required.”, “Review and Resubmit: See Engineer’s comments.”, “Conditionally Approved: See items included in Engineer’s comments.”, or “Conditionally Approved: No exceptions noted” shall be checked”.

**R** Enter the name of the Engineer sending the submittal back to the Contractor. The Engineering sending the form back may not necessarily be the Engineer completing the review.

**S** Enter the date that the City of Lacey transmits the “Request for Approval of Material, Product or Shop Drawing” to the Contractor.

The **Contractor** shall enter in items **T** and **U** for their own records. If there is a discrepancy between the **S** “Date City Transmitted to Contractor” and **T**, the Contractor shall notify the City of Lacey within 3 working days.

**T** Contractor enters the date that they received the completed “Request for Approval of Material or Shop Drawing”.

**U** Contractor enters the date that that they return the completed “Request for Approval of Material or Shop Drawing” to the Subcontractor/Supplier.

# APPENDIX H

H.L Gray Temporary Construction  
Easement



Thurston County Treasurer  
NONE  
04/28/2023 *an. Sili*

After recording return document to:

City of Lacey  
Department of Public Works  
420 College St SE  
Lacey, WA 98503Document Title: **TEMPORARY CONSTRUCTION EASEMENT**

Grantor(s) (Last name first, then first name and initials):

1. **GRAY, HERBERTA L.**

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. Additional name(s) on page n/a of document.Grantee: **CITY OF LACEY**

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range):

Lot 4 of B &amp; W Addition Div. 3

Actual legal is on page 2 of document.Assessor's Property Tax Parcel Number: **32930000400**Section, Township, Range: S 21, T 18 N, R 1W, W.M.Fronting Street: **21<sup>st</sup> AVENUE SOUTHEAST**

Cross Street: \_\_\_\_\_

## TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 6<sup>th</sup> day of APRIL, 20 21, between **HERBERTA L. GRAY**, hereinafter called the GRANTOR, and the **CITY OF LACEY**, a municipal corporation of the state of Washington, hereinafter called the GRANTEE,

WITNESSETH:

The Grantor, for and in consideration of the public good and other valuable consideration, does by these presents, convey and warrant unto the Grantee a **TEMPORARY CONSTRUCTION EASEMENT** for access over, through, across and upon the following described real estate situated in the County of Thurston, State of Washington, for the purpose of exploratory drilling of a test water well  
TO WIT:

### PARCEL:

Lot 4 of B & W Addition, Division 3 recorded on January 23, 1961 under Auditor's File No. 637484, records of Thurston County, Washington.

### TEMPORARY EASEMENT AREA:

Temporary construction easement described as follows:

ALL of the above-described parcel.

Containing: 21,300 sq. ft.

See Exhibit "A" attached hereto and by this reference made apart hereof.

1) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right to enter upon the Easement Area for the purpose of drilling exploratory wells, monitoring said wells, and performing tests in said wells. Such right, including the right to use lighting, shall be limited to Monday – Friday (excluding Holidays) between the hours of 9:00 am and 4:00 pm. Grantee's use of the Easement Area during these hours shall be exclusive.

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for drilling, monitoring, and testing wells. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee does hereby agree to indemnify and hold harmless the Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

2) Improvements.

a. Restoration and Preservation. The Grantee shall restore the Easement Area to as near as possible the same condition it was immediately before Grantee entered the Easement Area. "As near as possible" means that Grantee shall preserve native plants such as Ferns, Oregon Grape, Salal, and other non-invasive plant species and preserve them for replanting, to the extent possible. Grantor authorizes Grantee to permanently remove invasive plant species such as Rubus (blackberry) and ivy. Any timber, limbs, or fallen wood in the Easement Area that is suitable for firewood shall be cut and neatly stacked for use by the Grantor. Grantee shall remove any non-useable wood and non-preservable native plants from the area of the Property utilized for access and exploratory drilling at Grantor's expense. Grantor shall have the right to inspect the Easement Area after the exploratory drilling is complete but before final completion of construction. Grantor reserves the right to request additional reasonable restoration of the Easement Area, consistent with the terms of this Agreement, prior to the completion of construction regardless of whether the Temporary Construction Easement term has expired.

b. Improved Areas. Grantee shall not remove any tree with a trunk greater than six (6) inches in diameter without the written permission of the Grantor. Grantee's access and vegetation removal shall not exceed twelve (12) feet from the easternmost boundary of the Property up to the point where Grantee will perform exploratory drilling. Grantor shall take all reasonable steps to contain the exploratory drilling footprint to 2,000 square feet. Grantee shall utilize its rights under the Construction Memorandum of Understanding ("CMOU") with Ronald and Oleta Ferry to the fullest extent possible in order to minimize impact on the Easement Area. Any vegetation removal in the exploratory drilling area shall be limited to the greatest extent possible.

3) During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition. All clearing of vegetation necessary to enter the property shall occur only on the easternmost border of the property.

4) Grantor's Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantor shall retain the right to use and enjoy the Easement Area, so long as such use does not interfere with Grantee's use as described in this Easement.

5) Term of Easement. The term of this Easement is four (4) months (the "Term"). The Term shall commence upon initiation of Grantee's construction within the Easement Area and shall remain in force for four months and completion of construction and restoration of the property, or until **December 31, 2023**, whichever occurs first. Grantee shall provide at least seven (7) days written notice to the Grantor prior to the commencement of construction. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Notification.

(a) Should the undersigned owner (Grantor), sell the property described herein, Grantor shall promptly disclose and notify the buyer of this agreement.

(b) Grantee shall notify Grantor of the results of its exploratory drilling within fourteen (14) days of Grantee's final water testing.

3/18/23  
3/18/23  
Grantee's  
Notary  
3/19/23

7) CMOU Contingency. This enforceability of this Easement is contingent upon the execution of a Construction Memorandum of Understanding ("CMOU") between the City of Lacey and Ron and Oleta Ferry, owners of the adjacent parcel designated 5014 21<sup>st</sup> Ave. SE, Lacey, WA 98503.

IN WITNESS WHEREOF, this instrument has been executed this 18<sup>th</sup> day of March, 2023.

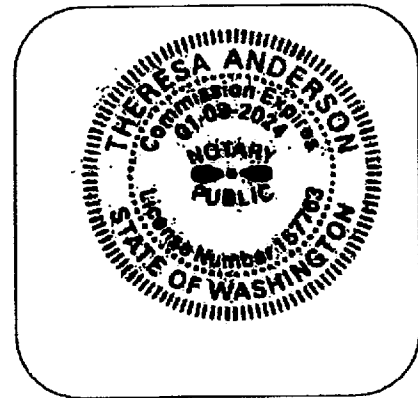
Herberta L. Gray  
Herberta L. Gray

STATE OF WASHINGTON)  
)ss  
COUNTY OF THURSTON)

On this day personally appeared before me Herberta L. Gray, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that She (he/she/they) signed the same as her (his/her/their) free and voluntary act and deed, for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 18 day of March, 2023.

Signature of Notary Public Theresa Anderson  
Notary (Print Name) Theresa Anderson  
Notary Public in and for the State of Washington,  
residing at Lacey, WA Thurston co.  
My commission expires: Jan 9, 2024  
My commission number: 157763



Notary Seal



Accepted by the City of Lacey, Washington. This 6<sup>th</sup> day of APRIL, 2023.

BY: [Signature]  
Director of Public Works  
Scott Egger

STATE OF WASHINGTON)

)ss

COUNTY OF THURSTON)

On this day, personally appeared before me, Scott Egger, to me known to be the Public Works Director of City of Lacey, a municipal corporation, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes herein mentioned, and on oath stated he is authorized to execute the said instrument.

Given under my hand and official seal this 6<sup>th</sup> day of April, 2023

Signature of Notary Public [Signature]

Notary (Print Name) David Scott Schneider

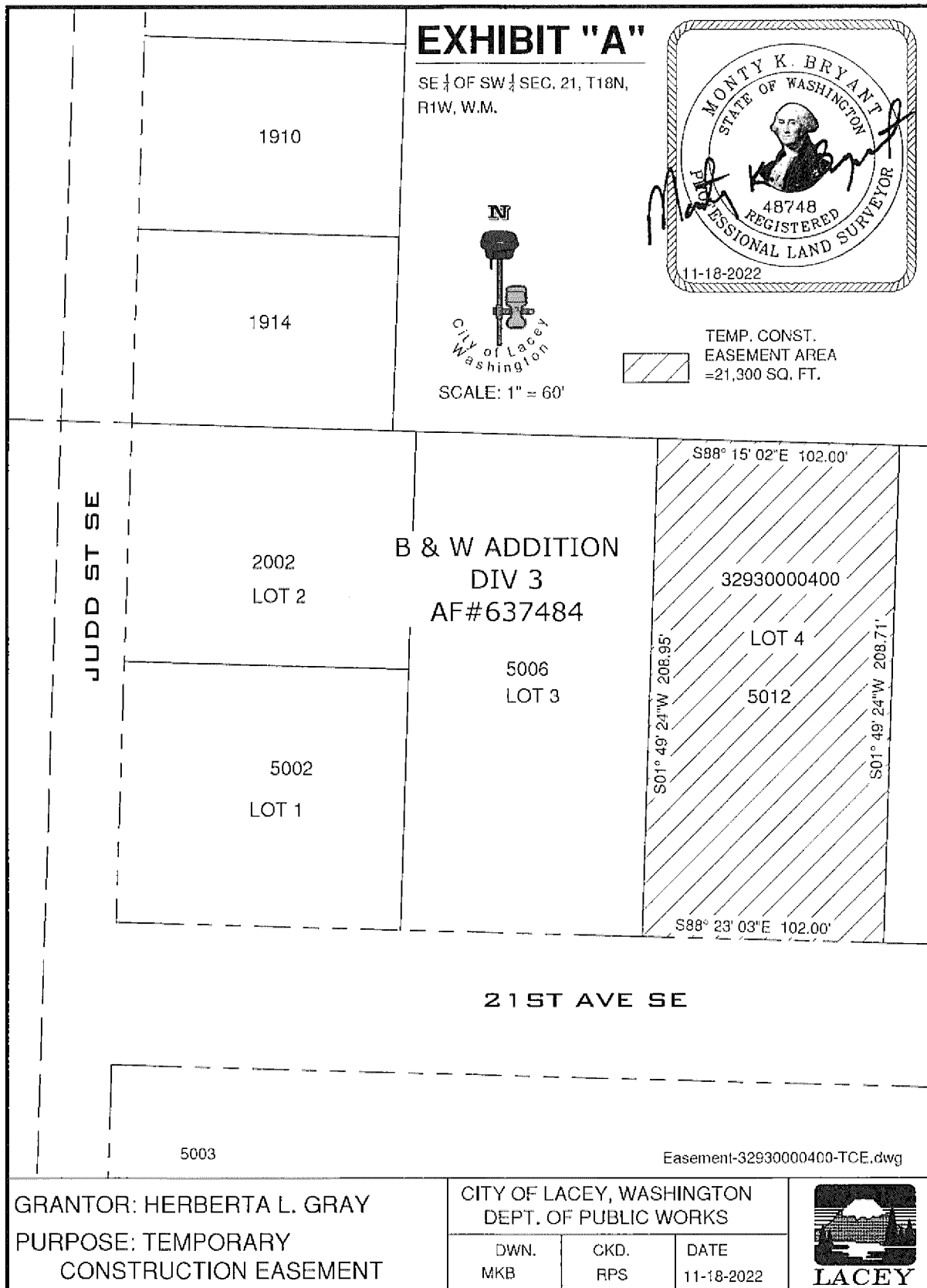
Notary Public in and for the State of Washington,  
residing at Olympia

My commission expires: 09/09/2023

My commission number: 156181



Notary Seal



# APPENDIX I

Ronald & Oleta Ferry  
Construction Memorandum  
of Understanding



# **Well Source 06 – Exploratory Drilling CONSTRUCTION MEMORANDUM OF UNDERSTANDING**

between  
**City of Lacey, Washington**  
and

Property Owners: Ronald and Oleta Ferry Phone: (360) 489-9875

Address: 5014 21<sup>st</sup> Ave SE Lacey, WA 98503

Tax Parcel No: 32930000500

*The purpose of this document is to memorialize the understanding of City of Lacey and Property Owner with respect to the details of construction.*

For and in consideration of the temporary right to access certain property, the City of Lacey agrees to perform the following work for the benefit of the Property Owners. Property Owners hereby grant to the City, its agents, officers, officials, and employees a temporary right to enter upon said parcel of land and work on said land for the purposes of (1) accessing and performing exploratory drilling on the parcel immediately adjacent (5012 21<sup>st</sup> Ave SE); and (2) performing the following described work.

1. Remove all vegetation in the SW corner of said lot, between existing driveway and property line, and extending from 21<sup>st</sup> Avenue to existing chain-link fence.
2. Remove the front portion of the chain link fence bordering the boundary between Property Owners' parcel and the adjacent 5012 21<sup>st</sup> Ave. SE parcel. Such fence shall be removed up to the large cedar tree on Property Owners' parcel. Limb select branches from said large cedar tree.
3. Repair and/or replace existing culvert under driveway and extend same to western property line. The city does not guarantee that this improvement will solve any existing flooding issues.
4. Provide gravel surface with a reasonable and proper transition from 21<sup>st</sup> Avenue to existing driveway, which gravel surface shall completely restore in a professional manner any areas disturbed by the city's use of the property.

This agreement and the city's obligations hereunder are conditioned on the city's successful negotiation for and receipt of a temporary construction easement over the adjacent parcel at 5012 21<sup>st</sup> Ave SE. In the event the city exercises its rights herein, the city or its agents will cease use of the property for access and complete the above work on or before December 31, 2023. In the event the subject property is sold prior to the commencement of Well Source 06 – Exploratory Drilling, the current property owners agree to notify any new owners of the property of the obligations agreed upon in this memorandum.

**Property Owner:**


Date: 3/7/2023

By:   
Ronald Ferry

By:   
Oleta Ferry

**City of Lacey:**

Date: 3/7/2023

By:   
City Attorney—David Schneider

# APPENDIX J

## Hydrant Meter Agreement







## Hydrant Meter Agreement (City Projects)

### *Terms and Conditions of Agreement*

#### **1) Proper Use of Hydrant Meter/Hydrant**

- a) The customer is responsible for the proper use of the hydrant meter and for ensuring that water is used only for non-potable uses. The City assumes no responsibility for damages as a result of the failure to properly use the hydrant meter.
- b) Water distributed through hydrant meters is considered to be at high risk of contamination due to cross-connection; **means of backflow prevention are required**. An actual or potential cross connection is not allowed at any time. Portable tanks of any kind, including tanker trucks, must have an approved air gap. Water distributed for uses other than tank filling must have an approved Reduced Pressure Backflow Assembly (RPBA) as required by the City's Development Guidelines (Section 6.062). The contractor shall insure the assembly is tested by a State-Certified Backflow Assembly Tester (BAT) immediately upon installation and the inspection report submitted to the City's Water Resources Department, within 7 days of meter issuance. Contractors are required to have air gaps/RBPA's inspected annually after initial date of inspection.
- c) Violations of these provisions may be cause for recovery of the meter.
- d) The City assumes no responsibility for damages upon recovery of the meter as a result of improper use.

#### **2) Protection of Meter/Responsibility for Damage**

- a) The hydrant meter must be returned in the condition in which it is issued. The hydrant meter must not be disassembled. All required fittings are the responsibility of the contractor and must be removed before it will be accepted by the City.
- b) The contractor is responsible for hydrant meter damage excluding normal wear and tear.
- c) Any damage incurred that affects the performance of the meter or proper recording of the water consumption must be reported immediately, in person, to the Operations Division with the meter. A new meter will be issued if required.
- d) The meter will be inspected upon return and an invoice will be issued to reimburse the City for damage incurred. The contractor will be charged the actual cost of repair of the unit up to and including replacement as appropriate.

#### **3) Reporting Requirements**

- a) Hydrant meters issued under this agreement are strictly for use on City of Lacey projects. City Contractors will not be charged for hydrant meter deposits, rentals, or water consumption.
- b) Contractors are responsible for providing meter readings every month to the City of Lacey Operations Division. This can be done via phone, e-mail, letter, facsimile, and/or in person.
- c) Failure to provide readings may result in the recovery of the meter by City staff. The following contact information is provided to assist you in meeting the requirements of this agreement:

For Monthly Meter Readings, Questions, Backflow Reports:	
City of Lacey – Public Works Dept	Contact: Lacey Ops and Maint.
Operations & Maintenance Center	Phone: (360) 491-5644
1200 College St SE	Fax: (360) 456-0813
Lacey, WA 98503	E-mail: <a href="mailto:laceyshop@ci.lacey.wa.us">laceyshop@ci.lacey.wa.us</a>

For Backflow Questions, Backflow Reports:	
City of Lacey – Public Works Dept	Contact: Branden Rogers
Water Resources Department	Phone: (360) 413-4341
420 College St SE	Fax: (360) 456-7799
Lacey, WA 98503	E-mail: <a href="mailto:backflow@ci.lacey.wa.us">backflow@ci.lacey.wa.us</a>

**4) Delinquent Accounts**

- a) All delinquent accounts for damaged/lost meters will be referred to collection after 90 days. A meter will not be issued to any person or firm with an outstanding balance.

**5) Title**

- a) The hydrant meter is owned by the City of Lacey Water Utility. None of the provisions of this contract or the actual issuance of a hydrant meter changes title to the equipment.

## **Notice of Required Backflow Prevention**

INTERIM CITY MANAGER

RICK WALK

The Lacey City Council adopted, as part of the City's Development Guidelines and Public Works Standards, requirements for backflow protection when using water distributed through a rented hydrant meter. This requirement is in place to ensure compliance with City of Lacey, State, and Federal regulations regarding the prevention of contaminated, hazardous backflow into the City's potable water supply.

When using a hydrant to fill a tanker truck or portable tank of any kind, an approved permanently installed air gap of at least two times the inside diameter of the fill pipe is required (See DWG 3-21, Backflow Prevention for Vehicle Filling). Fill hoses must be disconnected from the hydrant meter between uses or the installation of a Reduced Pressure Backflow Assembly (RPBA) will be required. Air gaps on tanker trucks or portable tanks used within the City of Lacey water system must be inspected annually by a certified BAT, an inspection tag affixed to the vehicle, and a backflow prevention test report submitted to Lacey's Cross-Connection Specialist. This will be maintained on file until its expiration. When using any elevated tank, an approved air gap is required in addition to a Reduced Pressure Backflow Assembly (RPBA) at the hydrant. (See DWG 6-8.1, Hydrant Meter & RPBA Assembly).

Water distributed through a hydrant meter for any use other than tank filling as described above shall be isolated from the potable water system with a Reduced Pressure Backflow Assembly (RPBA – not a DCVA). (See DWG 6-8.1, Hydrant Meter & RPBA Assembly). The contractor shall ensure that the assembly is tested by a certified Backflow Assembly Tester (BAT) immediately upon installation. A test report must be submitted to the Lacey's Cross Connection Specialist within 7 days of meter issuance. If a test report for the RPBA is not received within 7 days, the meter will be confiscated. A Backflow Prevention Assembly certification tag must be affixed to the hydrant meter while in use (provided by the BAT), and it may not be moved for another use without approval and re-testing. The contractor will have the assembly tested upon reinstallation, repair, or relocation and annually thereafter by a certified Backflow Assembly Tester and submit a copy of the test report to the Public Works Department. Please email a copy of all test reports to both [backflow@ci.lacey.wa.us](mailto:backflow@ci.lacey.wa.us) and [laceyshop@ci.lacey.wa.us](mailto:laceyshop@ci.lacey.wa.us).

Please contact the City's Cross-Connection Specialist, Branden Rogers, with any questions about this requirement:

City of Lacey Public Works | Water Resources Division  
420 College St. SE | Lacey, WA 98503  
Office: (360) 413-4341 | FAX (360) 456-7799 | Cell (360) 239-1062  
[backflow@ci.lacey.wa.us](mailto:backflow@ci.lacey.wa.us) | <http://www.ci.lacey.wa.us/backflow>

## **FREQUENTLY ASKED QUESTIONS:**

### **Why is this required?**

Contaminants may be introduced into the potable water system during backflow or through an unprotected cross-connection. These may be microbiological contaminants (e.g. Giardiasis, Legionella, Hepatitis A, Typhoid, e. coli), chemical contaminants (e.g. boiler chemicals, herbicides, pesticides, industrial chemicals), or physical contaminants (e.g. hot water, compressed air, gasoline). The City's cross-connection control program prevents these contaminants from entering the water system. WAC 246-290-490 requires purveyors to protect the public water system from contamination via cross-connections. Requirements for backflow protection on hydrants were adopted by the City Development Guidelines and Public Works Standards under LMC 14.20.010 in 2014 to comply with WAC regulations and ensure protection of the City of Lacey drinking water system. Contractors should already be following these practices.

### **Why is an RPBA required?**

Temporary hydrant water use is considered a “high health cross-connection hazard” and must be isolated from the City of Lacey water system by way of an approved vehicle air gap or RPBA. Refer to the City of Lacey’s Development Guidelines and Public Work Standards Sections 6.062 (pages 6-16 and 6-17) and 6.110 (pages 6-24 and 6-25) for more information regarding cross connection requirements.

**What if I don’t have an RPBA or don’t want to purchase one?**

You may obtain City of Lacey water via a water truck or rent/purchase an RPBA from an equipment supply company/BAT. See the provided approved tester list for companies that may rent backflow assemblies for temporary use.

**What if I don’t want to use the meter right away?**

If you do not intend to install the meter and have the backflow assembly tested within 7 days, you may leave a deposit and pick up the meter when you are ready to use it.

**What if I don’t submit a test report by the required date?**

If proof of backflow assembly testing is not received, the meter will be confiscated. Repeated failure to comply will prohibit your company from renting City of Lacey water meters.

**What if I move the backflow assembly/meter?**

If the assembly/hydrant meter is removed from the hydrant, moved to a new location, repaired, or replaced, a licensed BAT must test it immediately and a new test report sent to the City. If the assembly/meter are found in a different location from the one indicated on your test report, it will be assumed that the device has not been retested and the meter will be confiscated.

**Backflow Prevention Assemblies Approved for Installation in Washington State:**

Any RBPA installed to protect Lacey’s water system must be listed on the Washington State Department of Health “Backflow Prevention Assemblies Approved for Installation in Washington State” list. This list is provided by the Foundation for Cross-Connection Control and Hydraulic Research and available for anyone at:  
<http://fccchr.usc.edu/list.html>

**By signing this form, you certify that you have read and understand the City of Lacey’s backflow requirements for hydrant meter use. You also certify that you will comply with all requirements set forth in this document. Failure to do so will result in recovery of the meter by City staff and possible denial of future rentals.**

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

If using RPBA, please provide the following information:

Mfg: \_\_\_\_\_ Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

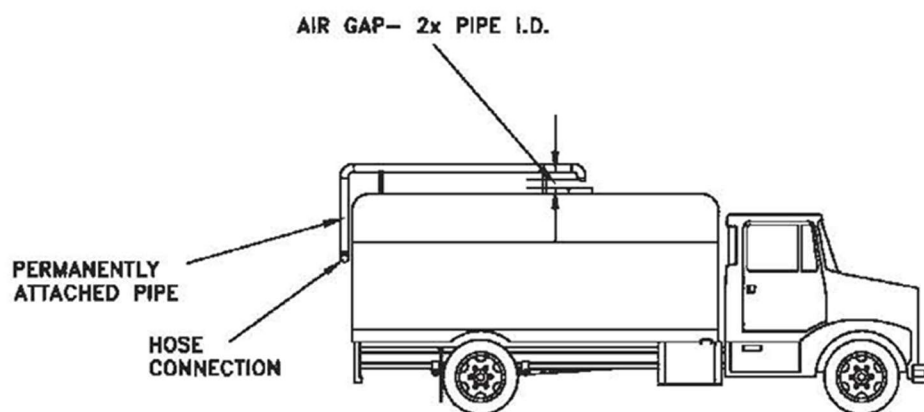
For vehicles with air gaps, please provide the following information and a copy of the vehicles current air gap inspection report:

Vehicle State & Licence # (s): \_\_\_\_\_

For Office Use Only:

Company Name: \_\_\_\_\_ Cust ID: \_\_\_\_\_

Hydrant Meter #: \_\_\_\_\_ Results Rec’v Date: \_\_\_\_\_



## APPROVED AIR GAP

CITY OF LACEY, WASHINGTON  
DEPT. OF PUBLIC WORKS

### BACKFLOW PREVENTION FOR VEHICLE FILLING

APPROVED

*Reg A Schmitt*  
CITY ENGINEER

DWG. NO.

3-21

DES

WHO

DWN

WHO

CKD

RAS

DATE

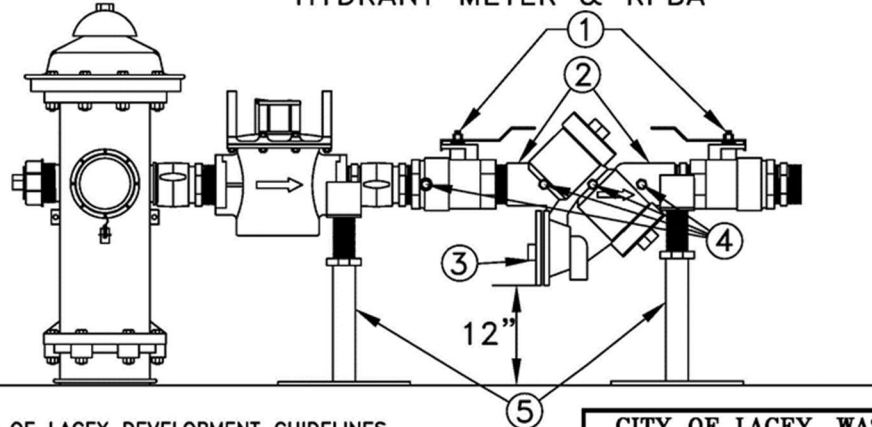
12/15/2014

DG3-21.DWG

**MATERIAL LIST:**

1. SHUT-OFF VALVE
2. ASSEMBLY BODY
3. RELIEF VALVE
4. TESTS COCKS
5. SUPPORT STANDS

**HYDRANT METER & RPBA**



**GENERAL NOTES:**

1. REFER TO THE CITY OF LACEY DEVELOPMENT GUIDELINES AND PUBLIC WORKS STANDARDS SECTION 6.110, BACKFLOW PREVENTION, FOR SELECTION AND INSTALLATION DETAILS.
2. WHEN THE INSTALLATION HAS BEEN APPROVED BY THE LACEY CCS, THE RPBA MUST PASS A FUNCTIONALITY TEST BY A WASHINGTON STATE CERTIFIED BAT AS PER DOH STANDARDS. DOCUMENTATION OF TESTING MUST BE SUBMITTED TO THE LACEY PUBLIC WORKS DEPARTMENT.
3. DO NOT INSTALL IN AREAS SUBJECT TO FLOODING.
4. PVC PIPE AND FITTINGS SHALL NOT BE ALLOWED.

DG6-8.1.DWG

**CITY OF LACEY, WASHINGTON  
DEPT. OF PUBLIC WORKS**

**HYDRANT METER &  
RPBA ASSEMBLY**

APPROVED

*Reg A Schaefer*

CITY ENGINEER

DWG. NO.

**6-8.1**

DES

**WHO**

DWN

**WHO**

CKD

**RAS**

DATE

**3/19/2016**

## **Certified Backflow Assembly Testers**

Only a Washington Department of Health (DOH) certified Backflow Assembly Tester (BAT) may legally test a backflow prevention assembly that the purveyor relies on to protect the public water system.

The following companies have DOH certified BATs on staff, a City of Lacey Business License, and have submitted all required documentation to the Public Works Department. This list is not intended to be all-inclusive and does not imply endorsement of any of the testers listed. The cost and quality of service varies between contractors.

<b>Company Name</b>	<b>Location</b>	<b>Phone</b>
ABC Water Specialty	Lake Stevens	(425) 355-9826
American Backflow Services	Olympia	(877) 950-2468
American Landscape Services, LLC	Lacey	(360) 923-2224
Backflo Pros, Inc.	Tumwater	(360) 951-6130
Backflows Northwest, LLC	Bellevue	(425) 277-2888
BATMASTER	Lake Stevens	(425) 397-0275
Campbell Underground, LLC	Puyallup	(253) 606-1301
DJ's Plumbing, LLC	Centralia	(360) 736-6444
Emerald Fire, LLC	Gig Harbor	(253) 857-2056
Lacey Backflow & Irrigation, LLC	Lacey	(360) 216-9094
Lane's Quality Service	Lacey	(360) 413-9699
MCLM, LLC	Olympia	(360) 810-8020
Olympic Landscape & Irrigation	Puyallup	(253) 922-7075
The Bathroom, LLC	Olympia	(360) 866-4041
Western States Fire Protection Co.	Redmond	(425) 881-0100
Woollett Plumbing	Lacey	(360) 491-2510

You may also contact the following companies for information regarding Backflow Prevention Assembly rentals:

Backflows Northwest, LLC	Bellevue	(425) 277-2888
Grant Utilities Inc	Bothell	(425) 449-2072

For a complete list of certified BATs in Washington State, please visit Washington Certification Services at:  
<http://instruction.greenriver.edu/wacertservices/>

*Updated 2018*