#### 2023 WELL REHABILITATION

LACEY PROJECT NUMBER PW 2023-42

### SPECIFICATIONS AND BID DOCUMENTS DEPARTMENT OF PUBLIC WORKS

#### **LACEY PROJECT NUMBER PW 2023-42**

#### 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.

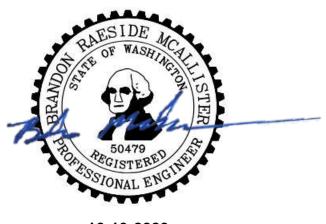
CITY ENGINEER AUBREY COLLIER, P.E., S.E.

IRECTOR OF PUBLIC WORKS DATE

## City of Lacey PW# 2023-42 2023 Well Rehabilitation

#### CERTIFICATION

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



10-19-2023

Brandon McAllister, P.E. Utility Engineer City of Lacey

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#### ADVERTISEMENT FOR BIDS

#### 2023 WELL REHABILITATION

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., November 8, 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 <a href="https://cityoflacey.org/rfp-rfq-rfi/">https://cityoflacey.org/rfp-rfq-rfi/</a> under the specific project section and on the specific project page on the Builders Exchange website located at <a href="http://bxwa.com/bxwa\_toc/pub/2080/toc.html">http://bxwa.com/bxwa\_toc/pub/2080/toc.html</a> for the following work:

This contract provides for the rehabilitation of three (3) groundwater supply wells located within the City of Lacey's service area. Rehabilitation work will include chemical treatment, brushing, bailing, surging, and, redevelopment. The work may also include other mechanical, chemical, and alternative methods to increase specific capacity. This work shall conform to Chapter 173-160 WAC (Minimum Standards for Construction and Maintenance of 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" online plan room. Free of charge access is provided by going to <a href="http://bxwa.com">http://bxwa.com</a> 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:

Brandon McAllister, PE bmcallis@ci.lacey.wa.us

The range for this project is \$300,000 to \$400,000.

Publish: 10/25/2023

11/01/2023

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 **2023 Well Rehabilitation** 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 <a href="https://cityoflacey.org/rfp-rfq-rfi/">https://cityoflacey.org/rfp-rfq-rfi/</a> 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 Addenda Acknowledged 3. Bid Deposit Power of Attorney included if applicable 4. Non-Collusion and Debarment Affidavit 5. Certification of Compliance with Wage Payment Statutes 6. Contractor has verified they can meet bidding qualifications/supplemental criteria 7. L&I Public Works Prevailing Wage Training 8. ESD Certification

## BID DOCUMENTS

#### CITY OF LACEY

Lacey Contract Number:

PW 2023-42

Federal Aid Project Number: WSDOT Contract Number:

TIB Contract Number:

Contract	Pro	posal
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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 General - Well S29

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
A1	15000	МС	104-010	Minor Change	\$1.00	\$15,000.00
A2	1	LS	109-010	Mobilization	LUMP SUM	
А3	1	LS	726-510	Contractor-Supplied Temporary Pump	LUMP SUM	
A4	16	HR	726-520	Pumping Test		
A5	1	LS	726-530	Control of Rehabilitation Derived Waste	LUMP SUM	
A6	24	HR	726-540	Well Rehabilitation - Brushing		
A7	8	HR	726-550	Well Rehabilitation - Redevelopment		
A8	1	FA	726-560	Well Rehabilitation - Force Account	\$15,000.00	\$15,000.00
A9	1	LS	726-610	Records	LUMP SUM	
A10	1	LS	805-510	Lawn and Landscape Restoration	LUMP SUM	_
A11	1	LS	850-792	Project Closeout	\$5,000.00	\$5,000.00
A12	2	HR	890-742	Standby Time		
A13	1	LS	890-920	Well Disinfection	LUMP SUM	

Schedule A Subtotal:

Tax Rate (%): 9.50 Tax:

Schedule A Total:

#### B General - Well S07

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
B1	15000	MC	104-010	Minor Change	\$1.00	\$15,000.00

B2	1	LS	109-010	Mobilization			-	LUMP SUM	
В3	1	LS	726-510	Contractor-Supplied Tempora	ary Pump		_	LUMP SUM	
B4	16	HR	726-520	Pumping Test			-		
B5	1	LS	726-530	Control of Rehabilitation Deri	ved Waste		_	LUMP SUM	
B6	16	HR	726-540	Well Rehabilitation - Brushing	g		_		
B7	8	HR	726-550	Well Rehabilitation - Redevel	lopment		_		
B8	1	FA	726-560	Well Rehabilitation - Force A	ccount		-	\$20,000.00	\$20,000.00
В9	1	EA	726-570	Pump Removal			_		
B10	1	EA	726-580	Pump Installation			_		
B11	1	LS	726-610	Records			-	LUMP SUM	
B12	1	LS	805-510	Lawn and Landscape Restor	ation		_	LUMP SUM	
B13	400	LF	834-510	Temporary Chain Link Fence	;		-		
B14	1	LS	850-792	Project Closeout			_	\$5,000.00	\$5,000.00
B15	4	HR	890-742	Standby Time			-		
B16	1	LS	890-920	Well Disinfection			_	LUMP SUM	
						5	Schedule B S	Subtotal:	
					Tax Rate (%):	9.50 T	Гах:		
					. ,	5	Schedule B	Γotal:	
1								_	

C General - Well S24

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
C1	15000	MC	104-010	Minor Change	\$1.00	\$15,000.00
C2	1	LS	109-010	Mobilization	LUMP SUM	
C3	1	LS	110-010	Project Temporary Traffic Control	LUMP SUM	
C4	1	LS	726-510	Contractor-Supplied Temporary Pump	LUMP SUM	
C5	8	HR	726-520	Pumping Test		
C6	1	LS	726-530	Control of Rehabilitation Derived Waste	LUMP SUM	
C7	8	HR	726-540	Well Rehabilitation - Brushing		
C8	8	HR	726-550	Well Rehabilitation - Redevelopment		
C9	1	FA	726-560	Well Rehabilitation - Force Account	\$10,000.00	\$10,000.00
C10	1	LS	726-610	Records	LUMP SUM	
C11	1	LS	805-510	Lawn and Landscape Restoration	LUMP SUM	
C12	200	LF	834-510	Temporary Chain Link Fence		
C13	1	LS	850-792	Project Closeout	\$5,000.00	\$5,000.00
C14	2	HR	890-742	Standby Time		
C15	1	LS	890-920	Well Disinfection	LUMP SUM	,

Tax Rate (%):	9.50 Tax:	
	Schedule C Total:	
	Contract Total:	

Schedule C Subtotal:

B - 2 (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 Ad	knowledged			
Signature of Bidder		Date		
(If an Individual, Part	tnership, or Non-Incorporate	ed organization)		
Firm Name	Please Print	Phone		
Address of Bidder:				
Name and Address	of Firm Members:			
0: (5:11	···			
Signature of Bidder (				
Title:				
Firm Name:			Phone:	_
Business Address:				_
Incorporated under t	he Laws of the State of			
Officers		Address		
President:		_		_
Secretary:				<u> </u>
Treasurer:				_

#### BID DEPOSIT SELECTION

A bid deposit in an amo	unt of f	ive 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 u	nder and by virtue of the laws of
the State of Washington	9		
		•	ng under the laws of the State of
		um of 5% of the total amount	ty of Lacey, a Washington
	-	he payment of which we j	
ourselves, and our lega			omity and severally ome
WHEREAS, the Princi	pal has submitte	ed a bid for 2023 Well Re	habilitation.
N∩W THEREFORE t	he condition of	the obligation is such that	if the Obligee shall accept the
		d to the Principal according	<u> </u>
-	•	-	of the award, exclusive of the
•		ith the Obligee and furnish	
		•	e Obligee in an amount equal to
		_	ernatives and Washington State I the Principal fails to enter into
	_	tractor's bonds within ten	-
			ll be forfeited to the Obligee,
			exceed the face amount of this
bid bond.			
This hand may be avec	utad in two aria	inal aguntaments and sha	Il ha gianad by the parties, duly
			Ill be signed by the parties' duly npanied by a fully executed and
	-	er executing on behalf of	= -
PRINCIPAL (CONTR.	ACTOR)	SURETY	
Principal Signature	Date	Surety Signature	Date
		_	
Printed Name		Printed Name	
Title		Title	
Name, address, and telepho	ne of local office/ag	gent of Surety Company is:	
_			

#### NON-COLLUSION AND DEBARMENT AFFIDAVIT

State of	)
	)ss
County of	)
copartnership or corporation herein r agreement, participated in any collus competitive bidding in the preparation	, deposes and says that the person, firm, association, named, has not either directly or indirectly, entered into any sion, or otherwise taken any action in restraint of free on and submission of a proposal of the City of Lacey for act on the improvement described as follows.
a controlling capacity associated there or federal funds; is not currently und determination of ineligibility by any voluntarily excluded or determined it years; does not have a proposed debathad a civil judgment rendered against	below, the firm, association or corporation or any person in rewith or any position involving the administration of State er suspension, debarment, voluntary exclusion, or federal or State agency; has not been suspended, debarred, neligible by any federal or State agency within the past three arment pending; and has not been indicted, convicted, or at said person, firm, association or corporation by a court of involving fraud or official misconduct within the past three
I further acknowledge that by signing to the provisions of this affidavit.	g my signature, I am deemed to have signed and have agreed
	Name of Project
	Name of Firm
	Signature of Authorized Member
	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 N	ame		
Signature of Authori	zed Official*		
Printed Name			
Title			
Date	City	St	ate
Check One:			
Sole Proprietorship	Partnership □	Joint Venture	$\square$ Corporation $\square$
State of Incorporation formed:	n, or if not a corpora	ation, State wher	re business entity was
If a co-partnership, gi	ive firm name under	r which business	is transacted:

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.

<sup>\*</sup> 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.

### 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 S	Security Department (ESD) I	Number
WA State Unif	ied Business Identifier (UBI	#)
Signature of A	uthorized 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

	f Lacey, hereinafter called Owner, under and by virtue of the charter, laws and ordinances said Owner and the laws of the State of Washington, and hereinafter called Contractor,
WITN	ESSETH:
and ma	n consideration of the payment, covenants and agreement hereinafter mentioned, attached ade a part of this Agreement, to be made and performed by the parties hereto, the parties ant and agree as follows regarding:
City of	f Lacey Contract No. PW 2023-42 for the "2023 Well Rehabilitation" project in the sum
Dollar	s (\$ ) 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

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.

thereof.

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

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 N	lumber (UBI No.)
	City of Lacey Business Lic	ense 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

-	construction of the pgton, and said Princi	project designated as 2023 pal is required under the to	Well Rehabilitation, Project erms of the Contract to furnis	-
in the current list of "Surety	Companies Accepta unts, U.S. Treasury I m of \$	able in Federal Bonds" as p Dept., are jointly and seven	(Surety), a corporation State of Washington as sured bublished in the Federal Regi ally held and firmly bound to total Contract amount (inc	ster by the the City of
administrators, successors, of Contract and fulfill all the te Contract that may hereafter accordance with chapters 39 and material suppliers, and a supplies for the carrying on and hold harmless the Oblig	or assigns shall well erms and conditions be made, at the time 0.08, 39.12, and 60.2 all persons who shall of such work; shall gee from any defects	and faithfully perform all of all duly authorized mod and in the manner therein 8 RCW, including all world supply such contractor or warranty the work as provin the workmanship and n	rincipal, its heirs, executors, of the Principal's obligations ifications, additions, and charspecified; shall pay all perso kers, laborers, mechanics, subsubcontractor with provision ded in the Contract and shall naterials incorporated into the filled, this bond shall remain	nges to said ns in ocontractors, as and indemnify work for the
Contract, the specifications any way affect its obligation to the terms of the Contract and conditions of the Contra	accompanying the C n on this bond, and w or the work perform act that increase the t	Contract, or to the work to lyaives notice of any changed. The Surety agrees that total amount to be paid the	eration or addition to the term be performed under the Contre, e, extension of time, alteratio modifications and changes to Principal shall automatically or such increased obligation.	act shall in n or addition the terms
•	pted if it is accompar		d by the parties' duly authorized original power of attorney	
PRINCIPAL (CONTRAC	CTOR)	SURETY		
Principal Signature	Date	Surety Signature	Date	
Printed Name	Printe	ed Name		
Title	Title			
Name, address, and telephone o	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	
В.	I hereby elect to have the City of Lacey invefrom time to time as such retained percentag 60.28.		
	I hereby designate repository for the escrow of said funds.	as the	
	I hereby further agree to be fully responsible result of placing said percentage in escrow a	for payment of all costs or fees incurred as a nd investing it as authorized by statue.	
	The City of Lacey shall not be liable in any therewith.	way for any costs or fees in connection	
		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 rehabilitation of three (3) groundwater supply wells located within the City of Lacey's service area as summarized in the following tables. Rehabilitation work will include chemical treatment, brushing, bailing, surging, and, redevelopment. The work may also include other mechanical, chemical, and alternative methods to increase specific capacity. This work shall conform to Chapter 173-160 WAC (*Minimum Standards for Construction and Maintenance of Wells*).

Well ID	Address	
S7	5608 Pacific Ave, behind fire station	
S24	11544 6 <sup>th</sup> Ave	
S29	2950 Marvin Rd NE	

Well ID	Well Depth (feet)	Largest casing diameter (inch)	Screen diameter	Pump	Rehabilitation Method
S7	487	12	8	1,500 gpm lineshaft, set at 253.5 ft	Screen zone only, chemical and light mechanical
S24	107	6	6	115 gpm submersible set at 87 ft	Combination mechanical and chemical
S29	394	20	12	1,000 gpm lineshaft set at 297 ft	Combination mechanical and chemical

#### 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

(June 27, 2011 APWA GSP)

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, plans and 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

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 A)

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 soon enough 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;
- 1. 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) projects of a similar size and scope within the last (5) five years, and must be or employ a well driller licensed in the state of Washington. 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: Construction or rehabilitation of groundwater wells for potable water supplies. 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
- Name and License number of well driller(s) assigned 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

#### **1-03.3** 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 Variation in Estimated Quantities

(May 25, 2006 APWA GSP)

Supplement this Section with the following:

The quantities for "Well Rehabilitation - Brushing", "Well Rehabilitation - Redevelopment", and "Standby Time" have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

## 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.

### 1-05.4(2) Survey Control and Electronic Files

(August 10, 2010 Lacey GSP)

Add the following new section:

The Contractor shall re-establish the survey control used in design by using existing survey monuments and other control points as provided by the City.

When requested by the Contractor, the City will provide an electronic version of the construction plans (drawings), for use by the Contractor at the Contractor's own risk. In all cases, the approved paper construction plans are the official contract documents. If the Contractor wishes to use the electronic version of the construction plans for the purposes of providing surveying of the proposed improvements, it shall be the Contractor's responsibility to verify that any coordinates used from the electronic file match the station and offset location given in the contract construction plans. Construction plans are diagrammatic in nature. The coordinate locations of the various graphic elements within the electronic files may not necessarily be precisely shown with respect to their coordinate position. In all cases, the location callouts in the contract construction plans shall govern.

# 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.

#### 1-06 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

(January 4, 2016 Lacey GSP)

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 and plans within 10 working days following the Notice to Proceed.

The City of Lacey has identified the following items as long lead items.

1. Air line for water level measurement at S07

Long lead items shall be submitted within 10 working days of Notice to Proceed. The list above may not include all long lead items. The contractor is responsible for identifying all items and shall notify the Engineer of any additional items.

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 CD, 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.

# **1-06.6 Recycled Materials** (January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

## 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).

# 1-07.15(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

# 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.

## 1-07.23 Public Convenience and Safety

## 1-07.23(1) Construction Under Traffic

(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.

#### 1-07.23(1) Construction Under Traffic

(January 5, 2015 WSDOT 1-07.23(1).OPT5.FR1)

Section 1-07.23(1) is supplemented with the following

Lane closures are subject to the following restrictions:

1. One lane of traffic will remain open at all times.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

- 1. A holiday,
- 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
- 3. Outside of normal working hours.

## 1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

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 may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

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.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

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) Hours of Work**

(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 5 prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

- 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
- 2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- 3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
- 4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
- 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

### 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 theses specifications or as determined by the Engineer.

# 1-08.1 Subcontracting

## 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

(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit five (5) copies of a Type A Progress Schedule no later than at 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.

Rehabilitation of water supply wells shall occur sequentially in the order of S29, then S07, followed by S24. The Contractor shall be allotted 30 working days to complete all work associated with each site beginning from the date of mobilization to that site. For example; once the Contractor mobilizes to S29 they will have 30 working days to complete work at S29; each well site will be counted individually and independently for this requirement. Work at S29 and S07 must be Physically Complete no later than June 1st, 2024 unless otherwise approved by Change Order.

## 1-08.5 Time for Completion

(March 13, 1995 WSDOT GSP 1-08.5OPT7.FR1)

This project shall be physically completed within 90 working days.

## 1-08.5 Time for Completion

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

Revise the third and fourth paragraphs to read:

Contract time shall begin on a date mutually agreed on by the Contractor and the Owner. Contract time shall begin no later than January 29<sup>th</sup>, 2024.

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:

Air line for water level measurement device at S07

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 14 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 at S29 and S07 will result in impacts to the Owners public water system, its ability to supply a sufficient quantity of water to customers, and cause other inconveniences and harm.

Accordingly, the Contractor agrees:

- 1. To pay \$500 in liquidated damages per day for each day prorated to the nearest day that work at S29 and S07 is not completed after June 1<sup>st</sup>, 2024 as specified in Section D 1-08.4(1).
- 2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due the Contractor.

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

# 1-09.2(1) General Requirements for Weighing Equipment (December 30, 2022 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide an AM and PM tare weight for each truck on the printed ticket.

## **1-09.2(5) Measurement**

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

## 1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

#### 1-09.7 Mobilization

(December 30, 2022 APWA GSP)

Delete this Section and replace it with the following:

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor which occur before 10 percent of the total original amount of an individual Bid Schedule is earned from other Contract items on that Bid Schedule. Items which are not to be included in the item of Mobilization include but are not limited to:

- 1. Any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.
- 2. Profit, interest on borrowed money, overhead, or management costs.
- 3. Any costs of mobilizing equipment for force account Work.

Based on the lump sum Contract price for "Mobilization", partial payments will be made as follows:

- 1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
- 2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
- 3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

## **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.

## 1-10 TEMPORARY TRAFFIC CONTROL

#### 1-10.1 General

(January 3, 2017 Lacey GSP)

Supplement this section with the following:

Delays to traffic shall be held to a minimum. There shall be no restrictions or interruptions to traffic on Saturdays, Sundays or Holidays. In addition, there shall be no restrictions or interruptions to traffic after 12:00 noon on the day prior to a holiday or holiday weekend.

There shall be no delay to medical, fire, police, or other emergency vehicles with flashing lights or sirens. The Contractor shall alert all flaggers and personnel of this requirement.

The Contractor shall be responsible for removing the permanent traffic signs, as deemed necessary by the Engineer, and shall install and maintain any temporary signs necessary for the safety of the public.

The Contractor shall maintain pedestrian access at all times, without having pedestrians enter the travel lane.

All lane restrictions shall be held to a minimum time and length. Lane closures shall comply with the traffic control plans and these specifications. If the Contractor wishes to deviate from the plans, the Contractor shall submit a traffic control plan to the Engineer, at no additional cost, that complies with the MUTCD, and the Traffic Control Plans, for approval by the Engineer within (5) five working days before the proposed lane closure. If the Engineer determines that lane restrictions are causing congestion, the Contractor will be required to open any lanes, as determined by the Engineer, until the congestion is eliminated.

During non-working hours, Saturdays, Sundays, and Holidays, the Contractor shall keep all lanes open to traffic throughout the limits of the project with the lane and sidewalk area completely clear of all material, tools, personnel, and equipment as directed by the Engineer.

## 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

#### 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.

#### 2-07 WATERING

## 2-07.3 Construction Requirements

(October 16, 2009 Lacey GSP)

Supplement this section with the following:

If the Contractor anticipates the use of City water, the Contractor shall apply for a water meter through the City of Lacey. 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

(October 16, 2009 Lacey GSP)

Delete and replace this section with the following:

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

### **2-07.5** Payment

(February 14, 2023 Lacey GSP)

Delete and replace this section with the following:

The Contractor will not be charged for water used on this project. A construction 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.

#### 7-26 WATER WELL REHABILITATION

(March 3, 2022 Lacey GSP)

Add the following new section:

### 7-26.1 Description

(March 3, 2022 Lacey GSP)

This Work consists of rehabilitating groundwater production wells to improve well performance and lifespan. This Work shall conform to Chapter 173-160 WAC (*Minimum Standards for Construction and Maintenance of Wells*).

#### 7-26.2 Materials

(March 3, 2022 Lacey GSP)

All materials used during rehabilitation shall meet the requirements of the various applicable sections of the Specifications.

The Contractor is responsible for supplying their own source of power to complete the Work.

Potable water is available at the site to complete the Work. Contractor shall coordinate with City maintenance staff.

All reactive chemicals introduced into the well shall be NSF/ANSI Standard 60 certified and approved by the City.

#### 7-26.3 Construction Requirements

## 7-26.3(1) Rehabilitation Steps

(March 3, 2022 Lacey GSP)

The rehabilitation activities to be conducted under these Specifications includes the following items:

- CITY will perform the pre-rehabilitation testing using the CITY'S existing pump at well S24-. During pre-rehabilitation testing, HYDROGEOLOGIST will collect pre-rehabilitation water quality samples and the CITY will conduct vibration analysis of the existing pumping equipment.
- CONTRACTOR will notify the CITY two weeks prior to mobilization to allow for electrical service to be disconnected. The CITY will coordinate with PSE to disconnect overhead electrical power at S24 and S07.
- CITY will disconnect wells S29, S07, and S24 from the CITY'S electrical supply.
- CONTRACTOR shall mobilize to the well sites.
- CONTRACTOR shall establish secure work sites at wells S07 and S24 using temporary chainlink fencing.

- CONTRACTOR shall construct temporary facilities for discharge containment and settling of water produced during the rehabilitation and step rate testing.
  - At wells S29 and S24 CONTRACTOR shall utilize stormwater BMPs approved by the CITY to direct, settle, and infiltrate produced water on site.
  - o At S7, CONTRACTOR shall utilize two mobile tanks (each 20,000 gallons) to manage produced water prior to metered discharge to on-site storm drain.
- CONTRACTOR shall remove the existing pump and appurtenant infrastructure from S07, and lay down on clean plastic sheets in the vicinity of the well house; column pipe and drive shafts shall be well supported to prevent bending or warping. The CITY will arrange to have existing pumping equipment and appurtenances removed from S24 and S29 prior to mobilization.
- CONTRACTOR shall clean and inspect the pump system for wear, damage, or deterioration.
- CITY will perform pre-rehabilitation down-well video inspection.
- CONTRACTOR shall install a temporary test pump and perform pre-rehabilitation step-rate testing at wells S29 and S07.
- CONTRACTOR shall implement the following rehabilitation methods:
  - O At well S29, CONTRACTOR shall utilize mechanical methods (brush, bail, surge) to clean the casing and screen for one 8-hour day. Following preliminary cleaning, CONTRACTOR shall treat the well with an approved surfactant followed by a mineral encrustation remover to loosen scale from the screen. As approved by CITY, a corrosion inhibitor shall be used in combination with acid-based treatments. After chemical treatment, CONTRACTOR shall continue mechanical methods (brush, bail, surge) to clean the screened zone for three 8-hour days.
  - O At well S7, CONTRACTOR shall use a soft-bristled brush to gently remove loose material from the casing. CONTACTOR shall use firm bristles for brushing only the screened interval. Preliminary brushing shall occur over approximately one day. Following preliminary brushing of S7, CONTRACTOR shall treat the well with an approved surfactant followed by a mineral encrustation remover to loosen scale from the screen. As approved by CITY, a corrosion inhibitor shall be used in combination with acid-based treatments. After chemical treatment, CONTRACTOR shall continue mechanical methods (brush, bail, surge) to clean the screened zone for two 8-hour days.
  - At well S24, CONTRACTOR shall utilize mechanical methods (brush, bail, surge) to clean the casing and screen for one 8-hour day. Following preliminary cleaning, CONTRACTOR shall treat the well with an approved surfactant followed by a mineral encrustation remover to loosen scale from the screen. As approved by CITY, a corrosion inhibitor shall be used in combination with acid-based treatments. After chemical treatment, CONTRACTOR shall continue mechanical methods (brush, bail, surge) for one 8-hour day.
- CONTRACTOR shall perform the post-rehabilitation pumping tests at each well using CONTRACTOR'S temporary pumps. HYDROGEOLOGIST will collect post-rehabilitation water quality samples.
- CITY will perform post-rehabilitation video inspection.
- CONTRACTOR shall re-install the City's pump at S07.
- CITY will reconnect the well to the City's electrical supply.
- CONTRACTOR shall perform well disinfection and purging; including de-chlorination of purge water, if necessary.
- CONTRACTOR shall seal the well heads at S29 and S24 with an approved temporary cover.
- CONTRACTOR shall restore each well site.

#### 7-26.3(2) Personnel and Equipment

(March 3, 2022 Lacey GSP)

The Contractor shall supply capable and experienced personnel to perform the Work, and shall furnish all equipment, complete with all necessary tools and appurtenances, of adequate capacity to perform the work as specified. All equipment shall be in good operative conditions. All site work and equipment shall comply with all applicable federal, state, county, and local safety regulations. The Contractor shall provide and follow the Contractor's own health and safety plan.

## 7-26.3(3) Licenses and Regulations

(March 3, 2022 Lacey GSP)

The Contractor shall have a valid Washington State Well Construction Operator's License in accordance with Chapter 173-162 WAC, and shall acquire at its own expense all permits, certificates, and licenses required for execution of the Work.

## **7-26.3(4) Submittals**

(March 3, 2022 Lacey GSP)

All submittals shall be submitted to the City as one document per site, and shall be approved by the City. All submittals shall conform to the templates provided in Appendix A.

## 7-26.3(4)A Rehabilitation Plan

(March 3, 2022 Lacey GSP)

Prior to initial mobilization, the Contractor shall submit a written plan for rehabilitation based on the steps identified in Section 7-26.3(1) Rehabilitation Steps. The plan shall include specification of equipment to be used, the operating curve of the temporary test pump, and a proposed schedule that includes the amount of time each task is expected to require. The rehabilitation plan shall be approved in advance by the City. Any additional method(s) of rehabilitation shall also be negotiated and approved in advance by the City. If conditions warrant, the Hydrogeologist or the City may specify additional development method(s).

After review of the pre-rehabilitation pumping test and video inspections, the Contractor shall propose in writing any suggested updates to the Rehabilitation Plan in consultation with the Hydrogeologist for approval by the City.

## 7-26.3(4)B Estimate of Chemical Quantities

(March 3, 2022 Lacey GSP)

If the rehabilitation effort requires chemical treatment, the Contractor shall submit a written estimate of the quantities of reactive chemicals necessary to be released into the well to perform the Work for approval by the City prior to mobilization of the chemicals to the Site. The Estimate of Chemical Quantities shall also include plans for neutralization of chemical treatments, if required, and an estimate of the amount of time and effort until the chemical concentrations within the well will be restored to prerehabilitation levels. Safety data sheets (SDS) and NSF compliance information shall also be included for each chemical.

#### 7-26.3(4)C Disinfection Plan

(March 3, 2022 Lacey GSP)

The Disinfection Plan shall consist of a narrative and any applicable plan sheets that describe the Contractor's procedures for disinfection, purging, and dechlorination of the well following rehabilitation. The Disinfection Plan shall include specification of equipment and chemicals to be used during the

disinfection. The Disinfection Plan shall meet the standards described in AWWA Standard 654 *Disinfection of Wells*.

#### 7-26.3(4)D Rehabilitation Derived Waste Management Plan

(March 3, 2022 Lacey GSP)

The Rehabilitation Derived Waste (RDW) Plan shall consist of a narrative and any applicable plan sheets that describe the Contractor's procedures for collection, storage, handling, and acceptable disposal of waste products generated during rehabilitation activities. The RDW Plan shall identify disposal locations for all RDW. RDW materials may include, but are not limited to:

Sediment and other solids removed from the well Groundwater obtained through well rehabilitation, development, and purging Chemicals and cleaning fluids such as spent solvents and wash water Disposable equipment and related items

The Contractor shall submit the RDW Plan to the City prior to mobilization. Prior to disposal of any RDW not described in the Plan, Contractor shall submit a RDW Plan Addendum to the to describe any new RDW and plans for disposal. The RDW plan shall also include a spill prevention, control, and countermeasures plan (SPCC).

#### 7-26.3(5) Site Information

(March 3, 2022 Lacey GSP)

Well site location maps are included as Appendix B.

No site preparation work other than temporary fencing at S07 and S24 and for control of development and discharge water at each well is anticipated, but conditions shall be verified by the Contractor. In addition, the Contractor shall be prepared to lay mud mats to protect underground utilities and to minimize site disturbance to surface vegetation.

Well ID	Address	
S7	5608 Pacific Ave, behind fire station	
S24	11544 6 <sup>th</sup> Ave SE	
S29	7747 31st Ave NE	

The Contractor shall coordinate with the City to prevent site work from interfering with the scheduled pumping of other wells.

#### 7-26.3(6) Well Information

(March 3, 2022 Lacey GSP)

Well construction information is summarized in the following table. Well logs are provided in Appendix C.

Well	Installation	Casings	Screens
	Date	_	
S7	1976	12-inch to 397.5 ft, 8-inch to 429	8-inch 80-slot 429-476, tailpipe from
		ft	476 to 487
S24	1986	6-inch to 98 ft	6-inch 18-slot 98-107 ft
S29	2005	20-inch to 300 ft, 16-inch 243.5-	12-inch 35 slot 293-310 ft and 332 to
		292.4 ft	348 ft, 20 slot 354-377 ft

#### 7-26.3(7) Site and Well Protection

(March 3, 2022 Lacey GSP)

The Contractor shall, upon completion of the work, restore the site as nearly as possible to its original condition. The Contractor shall use all reasonable measures to prevent erosion, sedimentation, or contamination of soils, surface water, or groundwater

The Contractor shall maintain a clean worksite at all times. The Contractor shall avoid any contamination of the well or well site by fuel, oil, grease, solvents, soil, or other contaminants. All tooling and well equipment inserted into the well shall be steam cleaned then rinsed with a 100 parts per million chlorine solution prior to insertion in the well. Tooling and well equipment shall not be stored in direct contact with soil or vegetation.

#### 7-26.3(8) Pumping Test Using Contractor-Supplied Temporary Pump (March 3, 2022 Lacey GSP)

The Contractor shall provide, install, and operate a temporary pump and discharge system with a check valve installed directly above the pump. The pump shall be capable of producing the discharge rates in the Table below. Each well has unique performance characteristics, and Contractor is responsible for selecting an appropriate pump or pumps to meet the testing needs specified below.

Well	Pumping Rates (gpm)	Depth to Static	Anticipated Range of
		Groundwater (feet)	Drawdown (feet)
S29	600; 800; 1,000; 1,200	140 - 170	50-75
S07	1,000; 1,200; 1,400;	50 - 80	40 100
	1,600		
S24	50; 75; 100; 125	10-20	10 – 60

A calibrated, in-line flow meter, orifice manometer, or other approved device for discharge measurements shall be supplied and installed by the Contractor. A check valve shall be installed to prevent draining of the column pipe at the termination of pumping. A sampling port with regulating valve shall be installed in the discharge system for water sampling during the pumping test.

The temporary pump assembly shall be clean and shall have been steam cleaned prior to installation. The pump shall be powered by a generator supplied by the Contractor. The pump and motor specifications, including the pump operating curve, shall be approved by the City prior to mobilization for the test.

Discharge shall be controlled as described in Section 7-26.3(12).

Test procedures will be specified by the City and are expected to include a pre-test monitoring period of at least 12 hours; a step-drawdown test of up to 4 hours; and a post-pumping recovery period of at least 24 hours. The pump and discharge line shall be left in the well during the recovery period.

Unless otherwise approved by the City, one 1-inch and one 1½-inch pipe size Schedule 40 sounding tubes shall be installed with the test pump to allow a water-level indicator and a pressure transducer to pass to a depth approximately 10 feet above the pump intake. During the test, periodic measurements of water level, flow rate, and turbidity shall be recorded at intervals specified by the City. Measurements shall be made and recorded by the Contractor at the pumped well and any other observation well(s) identified by the City. The City will instruct the Contractor as to operation of instruments and documentation of measurements, and will provide necessary equipment to obtain the measurements.

The pumping rate shall be held constant during each test step and not vary more than 5 percent. In the event that the pump or other equipment malfunction(s) cause the discharge to stop or vary unacceptably, the test shall be considered terminated. The water level will then be allowed to recover to at least 90% of the initial static water level, and the test will be restarted and run for the complete duration without credit for the aborted period.

#### **7-26.3(10) Pump Removal**

(March 3, 2022 Lacey GSP)

The Contractor shall provide at least 2 weeks notice to the City to disconnect well wiring from the Site's power. After the City has disconnected the well wiring, the Contractor shall remove the existing motor, pump, wiring, and column pipe from the well. Equipment shall be steam cleaned by the Contractor then inspected by the Contractor, Hydrogeologist, and City. Samples of scale or slime on the pump may be collected by the Hydrogeologist. During removal, any flowing water shall be controlled by the Contractor. After removal, the wellhead shall be closed with existing fittings. Existing equipment that will be reused, including pump, wiring, column pipe, drive shaft, and air line, shall be salvaged by the Contractor and stored onsite in a safe place. Stored equipment shall not be stored in direct contact with soil or plant life, and shall be covered and protected. All well equipment and materials will be inspected upon removal from the well. Items include, but are not limited to, pump, motor, discharge header, column pipe, sounding tubes, mounting structures, fittings, adaptors, cable, etc. Contractor will give replacement or reconditioning recommendations for City approval.

Existing equipment that will not be reused, listed in Section 2-02.1 or as directed by the City, shall be removed by the Contractor and disposed of in accordance with local, state, and federal regulations. Pump motor, discharge head, and mounting plates shall be salvaged and left onsite in a safe place for the City.

#### **7-26.3**(11) **Video Inspection**

(March 3, 2022 Lacey GSP)

The City shall perform video inspections of the well to verify well construction, and to document and examine the condition of the well. The Contractor shall provide the City with at least 2 working days' advance notice of when the well will be ready for City to perform video inspection. The Contractor may be present during testing at their option. The City will provide the Contractor with a short, written summary of conditions observed on the video inspection to inform the rehabilitation. An electronic copy of the video will be provided to the Contractor upon request.

#### 7-26.3(12) Control of Rehabilitation Derived Waste

(March 3, 2022 Lacey GSP)

The Contractor shall properly control and dispose of all RDW documented in the RDW plan and approved by the City, as described in Section 7-26.3(4)D. The Contractor shall clarify, if necessary, and dispose of water generated during rehabilitation and testing of the well. The Contractor shall prevent discharge water from flowing uncontrolled, flooding or saturating ground surface outside of designated water control structures approved for use by the City, eroding soils, damaging vegetation or sensitive habitats, and obstructing access across the Site.

At well S7, water may be disposed of on-site using a stormwater catch basin located in the vicinity of the well house. Contractor shall utilize two 20,000 gallon tanks to settle and store produced water prior to metered discharge to the catch basin. Additional tanks or containers may be utilized to neutralize water produced during chemical treatment. The maximum sustained discharge rate to the catch basin is estimated to be approximately 400 gpm. The Contractor shall record and report the daily quantity of water

discharged. The Contractor shall monitor the turbidity of discharge water and shall not discharge any water measuring greater than 50 NTU to the basin. Turbid water shall be clarified to less than 50 NTU using the methods described in the RDW plan prior to discharge into the stormwater infiltration basin. No permits are required for discharge to the stormwater infiltration basin.

At wells S24and S29, Contractor shall utilize approved construction stormwater best management practices to contain, settle, and route produced water to on-site infiltration locations pursuant to the requirements in Section 8-01.

The Contractor shall control, separate, and dispose of solid RDW including garbage and natural solids generated during rehabilitation. The Contractor shall safely store all solid RDW in areas approved by the City, to not obstruct access across the Site, pose a safety hazard, or damage the Site or the well. The Contractor shall safely and legally dispose of all solid RDW.

Solid RDW may be stored within the areas identified on the site maps (Appendix B). Contractor shall containerize and remove all solid RDW produced at S7 for off-site disposal. At wells S24and S29, non-hazardous soils removed during rehabilitation may be disposed of by spreading in the area identified on the plan sheet with prior approval by the City.

#### 7-26.3(13) Well Rehabilitation

#### 7-26.3(13)A Brushing of Well Casing and Screen

(March 3, 2022 Lacey GSP)

Prior to brushing, all debris shall be removed from the bottom of the well and the well depth sounded. Wire brushes shall be sized for a touch fit to the inside diameters of the casing and the screen and shall be capable of vertical and rotational movement. Plastic or fiber brushes may be used if conditions warrant and if approved by the City. After brushing is complete, all debris shall be removed, and the well depth sounded.

#### 7-26.3(13)B Redevelopment Using Surging, Bailing, Pumping, and/or Simultaneous Surging/Pumping

(March 3, 2022 Lacey GSP)

Surging, bailing, pumping, and/or simultaneous surging/pumping methods shall be used to redevelop the well as proposed by the Contractor and approved by the City. Use of double surge blocks set at close spacing and simultaneous pumping methods are preferred. The Contractor shall furnish and operate an Imhoff cone for sediment monitoring during the redevelopment process. After redevelopment is complete, the well depth shall be sounded.

#### 7-26.3(13)H Chemical Treatment

(March 3, 2022 Lacey GSP)

Chemical treatments may be used if conditions warrant and/or if suggested by the Contractor and approved by the City. All chemical treatments shall be NSF/ANSI Standard 60 certified and shall be compatible with well and aquifer formation materials. Chemical treatments shall include adequate agitation of the water column to evenly disperse the chemicals and adequate chemical residence times for effective treatment. Chemical treatments shall be adequately neutralized and/or flushed at the conclusion of the treatment. After chemical treatment is complete, all debris shall be removed, and the well depth sounded.

Chemical treatments include, but are not limited to:

Acids (such as phosphoric acid, hydrochloric [muriatic] acid, citric acid, hydroxyacetic acid, acetic acid, glycolic acid, sulfamic acid)

Oxidizers (such as sodium/calcium hypochlorite, hydrogen peroxide)

Chlorine

Surfactants

Dispersants (such as polyphosphate salts)

Estimates of chemical quantities, mixing requirements, method of introduction to the well, and the amount of time for purging and/or neutralization to restore water quality to levels suitable for normal operation of the well, shall be approved by the City per Section 7-26.3(4)B.

#### 7-26.3(14) Pump Installation

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

The Contractor shall provide the City with at least 2 working days' advance notice prior to installing the pump. All equipment shall be steam cleaned and disinfected prior to insertion in the well. The pump shall be installed to the depth directed by the City. No portion of the pump, wiring, column pipe, sounding tubes, or other fixtures shall be allowed to contact the well screen or end cap. Disposable fittings and fittings in poor condition shall be identified and replaced upon approval by the City. Equipment and fittings damaged due to Contractor error, failure of the Contractor's equipment, or improper storage shall be replaced by the Contractor at the Contractor's cost. S07 is currently outfitted with an air line/bubbler system for water level measurements, the Contractor shall install new stainless steel air line matching the size, length, and material of the existing line (approximately 250 LF of ¼-inch diameter 316 stainless steel).

Once placement of the pump and fitting is complete, the City will re-connect electrical equipment, such as level transmitter and motor, as needed. Contractor shall connect the pump to a temporary discharge line and pump the well for no less than 30 minutes to confirm successful installation and normal operation. The City will monitor vibration levels from the pump during the testing period and compare them to the pre-pump removal results. If the vibration measurements show an increase in vibration and that they are outside of acceptable limits, the Contractor shall the necessary adjustments to the pump and/or its installation until the vibration monitoring equipment shows a satisfactory reading.

#### 7-26.3(15) Well Disinfection

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

Well disinfection shall be performed per the most recent AWWA C654 *Disinfection of Wells* and WAC 173-160-371. The well shall be thoroughly cleaned of any scum, cement, oil, or other foreign substances prior to disinfecting. The quantity of chlorine compound used for disinfection shall be sufficient to produce a residual of 50 parts per million available chlorine in solution when mixed with the total volume of water in the well. The disinfectant shall be left in the well for at least 24 hours and a minimum of 1 part per million of chlorine residual shall remain in the water after 24 hours. The quantity of chlorine used shall be approved by the City. The disinfectant shall be uniformly applied throughout the entire water column, including within the screen assembly.

The Contractor shall submit a method of disinfecting the well for approval by the City as per Section 7-26.3(4)C.

Directly after treatment, the well shall be flushed free of chlorine and discharged according to the Contractor's RDW plan. Chlorine and other disinfectants shall not be allowed to sit in the well longer than necessary. The discharge shall be treated to reduce the total chlorine residual to 0.0 mg/L at the point of discharge. The method of treatment and amount of the chemical shall be approved by the City. The Contractor shall provide chlorine monitoring equipment sensitive to 0.02 mg/L. For reference, the toxic

substances criterion for total chlorine residual in freshwater is 0.02 mg/L (acute, 1-hour average per WAC 173-201A-240).

#### 7-26.3(16) Post-Disinfection Bacterial Sampling and Tests

(March 3, 2022 Lacey GSP)

Bacterial tests shall be performed by the City once turbidity is less than 0.3 NTU and the total chlorine residual is 0.0 mg/L. If the bacterial tests fail, the Contractor shall disinfect the well again at the Contractor's expense until subsequent bacterial tests pass.

To comply with procedures for bacterial sampling, the City will only take bacterial samples on days that the City laboratory will accept them, typically Monday through Thursday. Sample results are expected approximately 2 working days after the sample has been taken. Results of the bacterial tests will be shared with the Contractor within 1 working day of receipt of the results.

#### **7-26.3(17)** Sealing the Well

(March 3, 2022 Lacey GSP)

Following disinfection, purging, and dechlorination, the Contractor shall seal the well shut by bolting down a clean steel or wooden plate across the top of the well casing using the existing bolt holes. The plate shall be bolted in manner that covers and secures the well, and in a manner that allows the plate to be removed at a later date for installation of the operating pump without damaging the well.

#### **7-26.3(18)** Standby Time

(March 3, 2022 Lacey GSP)

Standby time will be credited only for unexpected periods during which work is stopped at the direction of the Hydrogeologist or the City. Idle time required for maintenance or failure of equipment shall not be considered standby time. Standby time covers only the time lost during an 8-hour working shift while unanticipated activities delay the Contractor's work, regardless of the Contractor's operating schedule. Standby time does not include normal delays or lag time in the well rehabilitation and testing, such as a normal period for the City to complete a video inspection, while waiting for results of bacterial tests, or while waiting on delivery of a pump from a pump vendor. Standby time will not be paid for non-working days including but not limited to Saturdays, Sundays, or holidays observed by the City.

#### 7-26.3(19) **Records**

(March 3, 2022 Lacey GSP)

The Contractor shall provide a daily report for each day in which work is performed. The daily report shall be submitted to the Hydrogeologist for approval. Approval of each daily report shall be a condition of payment.

The daily report shall contain a detailed description of the work done each day, including:

Dates and times of activities.

Number of hours on the job.

Activities performed.

Equipment used.

Quantities, types, and manufacturers of all materials used.

Number of hours shut down and the reason(s).

Any discharges to surface water, any erosion, or any spills.

Full description of rehabilitation activities, including but not limited to:

Duration of brushing.

Duration and rates of surging, jetting, and pumping.
Volumes of water added or removed.
Application and quantities of any chemicals used.
Sediment production as measured by bottom soundings.
Other information as requested by the Hydrogeologist or the City.

#### 7-26.4 Measurement

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

"Contractor-Supplied Temporary Pump", lump sum.

50 percent shall be payable upon completion of the well development and the remaining 50 percent shall be payable upon final removal of the temporary pump.

"Pumping Test", per hour.

"Pump Removal", per each.

"Control of Rehabilitation Derived Waste", lump sum.

"Well Rehabilitation, Brushing", per hour.

"Well Rehabilitation, Redevelopment", per hour.

"Well Rehabilitation, Force Account", force account.

"Pump Installation", per each.

"Well Disinfection", lump sum.

Payable once laboratory analysis of post-rehabilitation bacterial samples indicates the well is free of bacterial contamination.

"Standby Time", per hour.

"Records", lump sum.

#### **7-26.5 Payment**

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

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the proposal.

The "Contractor-Supplied Temporary Pump" shall be used for well development and pumping tests. The lump sum shall include procurement, installation, operation, and removal of the pump as required by the rehabilitation plan. In the event of equipment failure or inability to meet pumping requirements, the Contractor shall replace the temporary pump at Contractor's expense.

"Pumping Test" per hour shall include operation of the contractor-supplied temporary pump and collection of measurements during pumping tests. In the event that the test is terminated due to equipment failure or operator error, no payment will be made during recovery and during the time taken to return to the portion of the test when the equipment failure or operator error occurred. For bid purposes, this step is assumed to require a minimum of four hours per test.

"Pump Removal", per each shall include successful removal of a pump from the well, safe on-site storage of any well equipment identified by the City for re-use or salvage, and disposal of any equipment identified by the City for disposal. Removal of the Contractor-supplied temporary pump is included in the Contractor-supplied temporary pump item and is not part of this item. Additional removals of the existing pump at each well beyond the first removal shall be at the Contractor's expense, unless directed by the City. Failed attempts to remove an existing pump due to equipment failure or operator error shall be at the Contractor's expense. Failed attempts to remove an existing pump due to pre-existing and unforeseen conditions at and within the well shall be measured and compensated at the direction of the City.

"Control of Rehabilitation Derived Waste", lump sum, covers procurement, installation, operation, and removal of equipment necessary to control and dispose of RDW as required by the RDW plan. This includes labor and equipment to clarify and discharge development and discharge water; and safely store, separate, remove, and dispose of solid RDW. Any permits, if any, required to discharge or dispose of RDW are also included in this item.

"Well Rehabilitation, Brushing", per hour includes setup, brushing of the well casing and screen, removal of debris, and sounding of well depth upon completion of the brushing.

"Well Rehabilitation, Redevelopment", per hour includes setup and using surging, bailing, pumping, and/or simultaneous surging and pumping techniques to mobilize, remove debris from the well, and sounding of well depth.

"Well Rehabilitation, Force Account", by force account as provided in Section 1-09.6, includes the labor, equipment, and materials to setup and apply the chemical(s) to the well, circulate and disperse it within the well, remove or neutralize it, and measure its concentration within the well as described in Section 7-26.3(13)H "Chemical Treatment". This item also includes removal of debris, and sounding of well depth upon completion of the treatment. This item does not include chlorine, chlorinated compounds, or similar chemical treatments for the purpose of well disinfection as described in Section 7-26.3(15).

"Pump Installation", per each includes the successful installation of a pump, motor, sounding tubes, and all other equipment and materials to provide a complete and operating well pump. It also includes the labor, equipment, and materials to seal the well shut after completion of rehabilitation, when there is a delay in acquiring pump and materials. Installation of the Contractor-supplied temporary pump is included in the Contractor-supplied temporary pump item and is not part of this item. Additional installations of the pump beyond the first installation shall be at the Contractor's expense, unless directed by the City. Failed attempts to install a pump due to equipment failure or operator error shall be at the Contractor's expense. Failed attempts to install the pump due to damage to the pump caused by improper storage of the pump shall be at the Contractor's expense. Equipment and fittings damaged due to Contractor error, failure of the Contractor's equipment, or improper storage shall be replaced by the Contractor at the Contractor's cost.

"Well Disinfection", lump sum includes well disinfection, purging, and dechlorination. It shall be considered a single item measured per each successful disinfection of a well. Disinfection shall be considered successful if laboratory analysis of post-disinfection bacterial samples taken per Section 7-26.3(16) are free of bacterial contamination. Post-disinfection bacterial sampling and tests completed by the City are not pay items.

"Standby Time" per hour shall be measured for only that part of a regular 8-hour shift during which the Contractor is directed by the Hydrogeologist or the City to suspend work.

"Records" lump sum, covers the labor to prepare and submit the daily reports for the project by the Contractor. The Contractor shall include all the items listed in Section 7-26.3(19) in the daily report.

#### 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:

"Silt Fence", per linear foot.

"High Visibility Silt Fence", per linear foot

The unit contract price per linear foot shall be full pay for all equipment, labor and materials to install, maintain, remove and dispose of the silt fence as shown in the Plans and as directed by the Engineer.

The lump sum contract price for "ESC Lead" shall be full compensation for all labor, material, tools, and equipment necessary to meet the requirements of Section 8-01.3(1)B to include conduct site inspections, stormwater sampling, report preparation, report submittal, lab work, and personnel certification.

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.

#### 8-34 TEMPORARY CHAIN LINK FENCE

Add the following new section:

#### 8-34.1 Description

(October 29, 2010 Lacey GSP)

Temporary chain link fence shall be placed at all locations where existing fences are removed for replacement as directed by the Engineer.

The Contractor shall place temporary chain link fence immediately following the removal of existing fences. Temporary fence shall remain in place until the permanent fence is completely installed. Posts shall be supported by stands, pins, or other methods approved by the Engineer. Sand bags shall be placed to add additional support as needed

#### 8-34.4 Measurement

(October 29, 2010 Lacey GSP)

"Temporary Chain Link Fence" will be measured by the lineal foot of installed fence.

#### **8-34.5** Payment

(October 29, 2010 Lacey GSP)

The unit contract price per linear foot for "Temporary Chain Link Fence" shall be full payment for placing, maintaining, removing the fence as directed by the Engineer.

## 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: November 8, 2023 including any correction notices issued by Labor and Industries prior to bid.

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

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 A COL RAM FORMS

PROJECT:		SUBMITTAL NO.				
LACEY CONTRACT No. PW20		Date sent to City:				
Reque	est for Appro	val of Materi	al, Pı	roduct or Shop Drawin	g CITY LACEY	
Contract	or:			Subcontractor:		
No. of Pages	Item: Material, Pro	oduct or Shop Dra	ıwing	Specification Reference		
	This item is as sp	ecified	OR	This item is a substitutio  Material/Product Substitution submitted		
	Supplier/Subconti	ractor certifies ma	terial/p	roduct conforms to contract.		
Review F	Priority:   1	□ 2	□ 3	Requested Due Date:		
Notes to	Notes to Engineer:					
City of La	cey Engineer:		Date	Date Approved by City:		
□ Rejec	ted	New Submittal Red	quired.			
☐ Revis	e and Resubmit	See Engineer's co	mments	S		
☐ Condi	☐ Conditionally Approved See items included in Engineer's comments.					
☐ Condi	☐ Conditionally Approved No exceptions noted.					
contract d	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	Date City Transmitted to Contractor:  Date Contractor Transmitted to Subcontractor/Supplier:					

Date Received by	Reviewed by:
Date Received by City of Lacey:	Reviewed by: (Name/Company)
Engineer's Comments:	
4	
1.	

PROJECT:		SUBMITTAL NO.		
LACEY CONTRACT NO. PW20				
Request for Appro	val of Materia	al, Product or Shop Drawing	g OF LACEY	
Contractor:		Subcontractor:		
No. of Pages Item: Material, Pr	oduct or Shop Dra	wing	Specification Reference	
F				
☐ This item is as sp	pecified [[f]	OR This item is a substitution Material/Product Substitution I submitted	n/or equal Request shall be 22	
Supplier/Subcont	ractor certifies mat	terial/product conforms to contract.		
Review Priority: 1	₩ 🗆 2	☐ 3 Requested Due Date:	<u></u>	
Notes to Engineer:				
	M			
City of Lacey Engineer:	R	Date City Transmitted to Contractor:		
Rejected	☐ Rejected New Submittal Required.			
Revise and Resubmit	Revise and Resubmit See Engineer's comments.			
☐ Conditionally Approved	☐ Conditionally Approved See items included in Engineer's comments.			
☐ 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:	Date Received by Contractor:			

Date Received by City of Lacey:	$\bowtie$	Reviewed by: (Name/Company)	0
Engineer's Comments:			
1.			

#### 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.
- The Contractor shall check that supplier and/or subcontractor certifies the bid item.
- 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.
- 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.

### WELL REHABILITATION WORK PLAN FORM

#### **Well Rehabilitation Work Plan**

Project Name:	Contract Number:
Contractor:	Date:

This Work Plan provides an overview of project tasks and assumptions for the rehabilitation of water wells, including the project roles and responsibilities for on-site personnel.

#### Planning

Confirm site conditions and constraints, including:

Conditions	Details (to be updated for each project)
Site access and work	Site location (physical address):
hours	
	Access limitations (e.g. locked gate):
	Work hours:
	WORK Hours.
Equipment	Pump truck/crane (well head access):
requirements	
	Temporary test pump make/model (attached pump curve):
	Rehabilitation tooling:
Water source	City to provide potable water.
Discharge	Describe mobile storage, treatment, metering, and discharge process:
management	

#### Mobilization

Activit	ies	Responsibility
1.	Preparation and transport of well testing and rehabilitation equipment	Contractor
2.	Preparation and transport of video logging and water quality sampling equipment, and sample containers	City, Hydrogeologist
3.	Preparations to flush well with potable water prior to video logging	City or Contractor
4.	Contact information for key personnel	Contractor City Hydrogeologist
5.	Identify utility/buried infrastructure locations as needed	Contractor

#### Site Preparation

Activit	ies	Responsibility
1.	Stage equipment for wellhead access	Contractor
2.	Disconnect electric at well head	City
3.	Remove existing motor and pump	Contractor
4.	Flush well with potable water (if needed)	City or Contractor
5.	Video log of casing and screen	City or Contractor
6.	Install temporary testing equipment	Contractor
7.	Connect temporary equipment to discharge system	Contractor
8.	Test discharge system	Contractor

#### **Preliminary Testing**

Activities	Responsibility
<ol> <li>Update water level monitoring system</li> </ol>	City, Hydrogeologist
<ol><li>Update SCADA readings for testing</li></ol>	City
3. Deploy transducers where possible	Hydrogeologist
4. Calibrate water level monitoring equipment	Hydrogeologist
5. Install sand test equipment on discharge	Contractor
6. Water quality sampling	City, Hydrogeologist

#### Rehabilitation

A detailed update to rehabilitation activities will be completed after preliminary inspection and testing of the well. Rehabilitation is expected to use traditional physical, mechanical, and chemical cleaning techniques. Pending review of water quality data collected during preliminary testing, physio-chemical and bacteriological data may influence rehabilitation techniques. Laboratory analysis will be expedited so that the final rehabilitation process will consider all available data in a timely manner.

Activit	ies	Responsibility
1.	Physical/mechanical cleaning	Contractor
2.	Monitor sand production during cleaning	Contractor, Hydrogeologist
3.	Pump development	Contractor
4.	Chemical Treatment	Contractor
5.	Monitor sand production and turbidity during pump	Contractor, Hydrogeologist
	development	
6.	Discharge quantity monitoring (metered?)	Contractor, Hydrogeologist
7.	Clean pump and column	Contractor
8.	Visual inspection of pump and motor	Contractor, City, Hydrogeologist

#### Post-Rehabilitation Testing

Activities	Responsibility
Install testing equipment	Contractor
2. Operate pump/discharge for step rate testing	Contractor
3. Monitor step-rate testing	Hydrogeologist
4. Water quality and sand monitoring	Hydrogeologist
5. Remove testing equipment	Contractor

#### Disinfection and Bacteria Sample

Activities	Responsibility
1. Well disinfection	Contractor
2. Purging/dechlorination	Contractor
3. Bacteria sample	City

#### Estimate of Chemical Quantities

This section is utilized if the rehabilitation requires chemical treatment and is not related to well disinfection. Chemicals may include, but are not limited to, different types of acids, dispersants, chelating agents, surfactants, high strength chlorination, or combinations thereof. For each chemical, include MSDS and NSF certification as attachments.

Chemical	Estimated Quantity	Deployment method	Purge/Neutralization Method/Duration

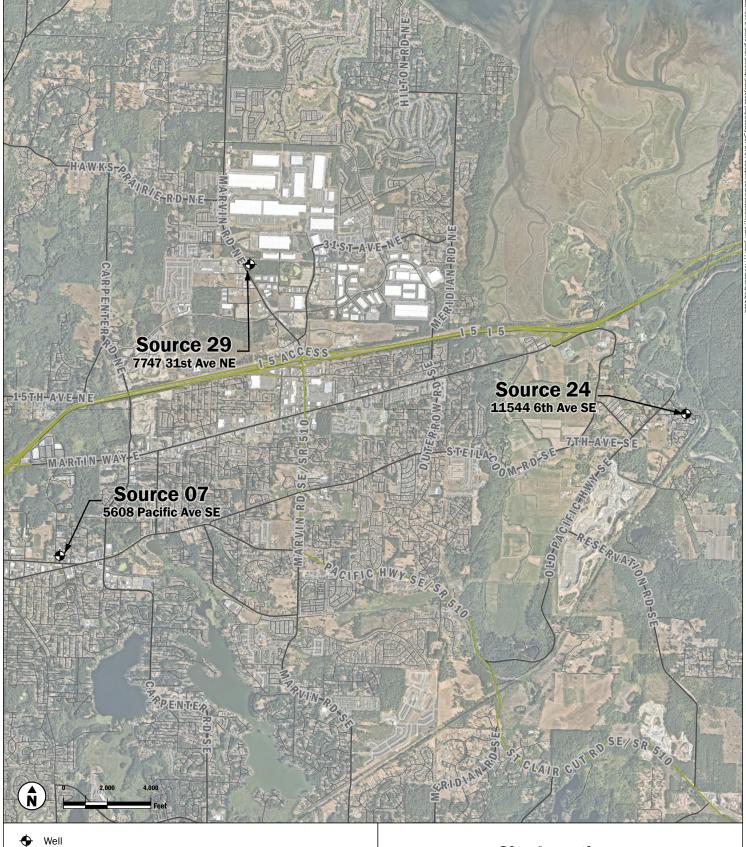
#### Disinfection Plan

Task/Process	Description
Disinfectant,	
strength/concentration, and	
estimated quantity	
Surface mixing	
Method of introducing	
disinfectant to well (above	
and below water level)	
Estimated contact time	
Estimated contact time	
Purging and neutralization	

#### Rehabilitation Derived Waste Management Plan

Waste Type	Management Method
Sediment or other solids	
removed from the well	
Groundwater generated during	
development, purging, and	
testing of the well	
_	
Chemicals and cleaning fluids,	
include containment, neutralization, and disposal	
process	
P. 00033	
Disposable equipment	Contained and disposed off site
Refuse	Contained and disposed off site

# APPENDIX B WELL SITE LOCATION MAPS

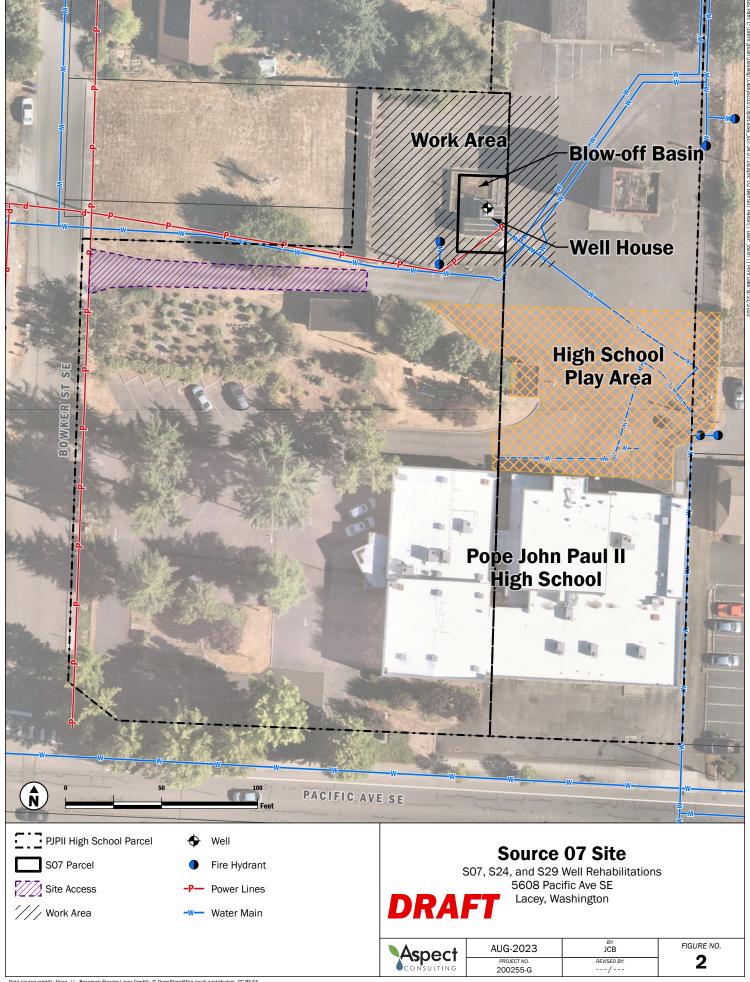


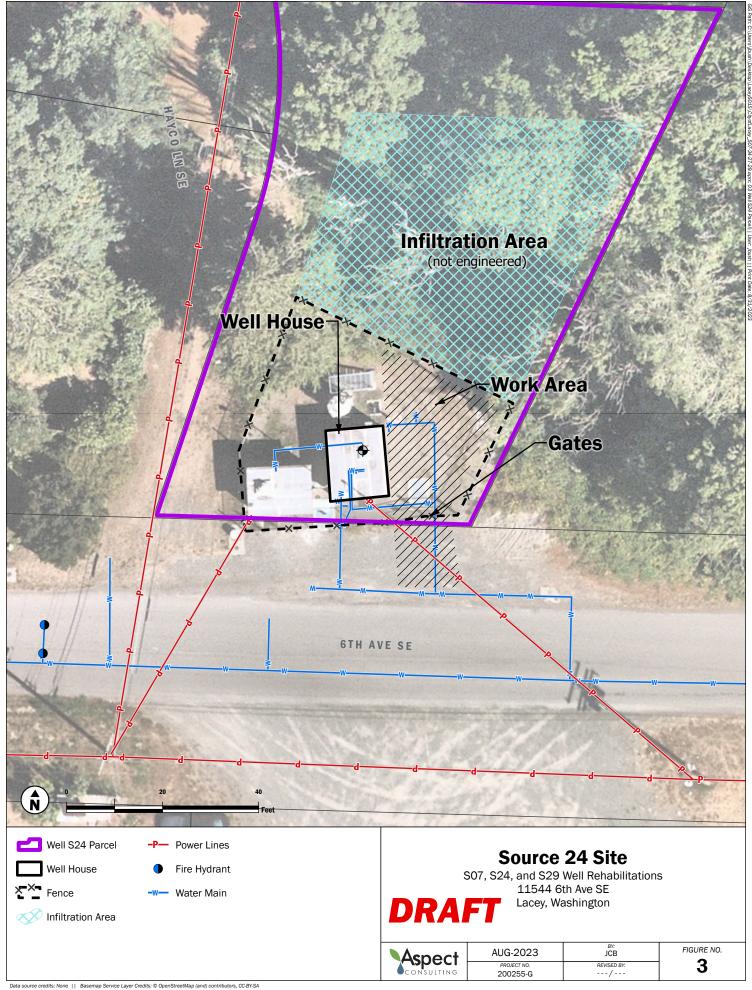
#### **Site Locations**

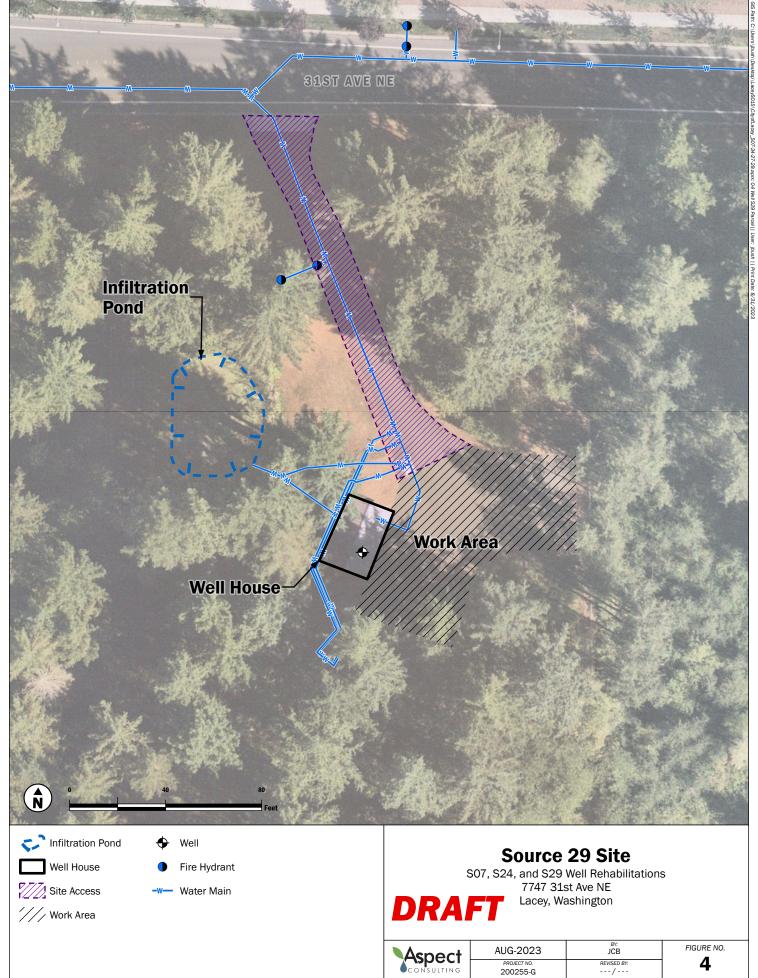
S07, S24, and S29 Well Rehabilitations Lacey, Washington



Aspect	AUG-2023	BY: JCB	FIGURE NO.
CONSULTING	PROJECT NO. 200255-G	REVISED BY: /	1







# APPENDIX C WELL LOGS

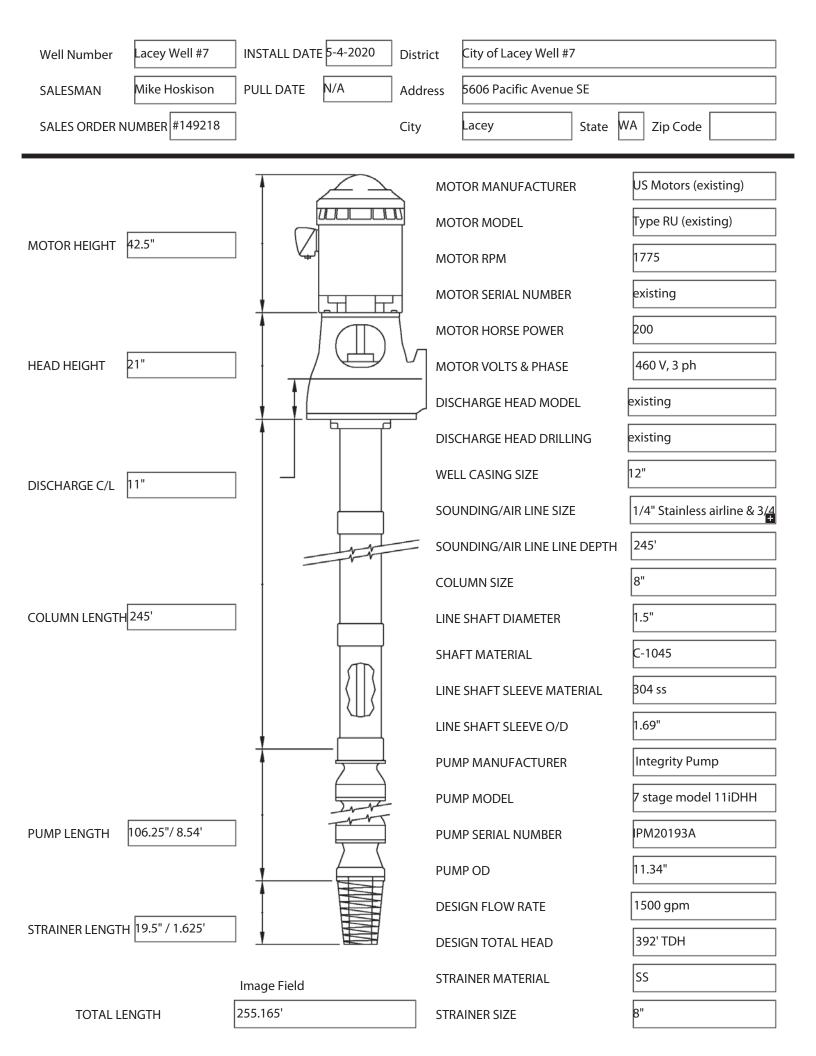
#### WATER WELL REPORT STATE OF WASHINGTON

r	10	7	
	-1-	1	E
	1	)	
_		<b>-4</b> ,	

Application No 6-2-24357 Permit No. ....

OWNER: Name Gity of LACCY	Address		
LOCATION OF WELL: County Thurslow		8n., r	л.W.м.
ing and distance from section or subdivision corner /500 (		Rom	
PROPOSED USE: Domestic   Industrial   Municipal W	(10) WELL LOG:	560	
Irrigation   Test Well   Other	Formation: Describe by color, character, size of materia show thickness of aquifers and the kind and nature of t stratum penetrated, with at least one entry for each ci	he materi	al in each
TYPE OF WORK: Owner's number of well (if more than one)	MATERIAL	FROM	TO
New well   Method: Dug   Bored   Deepened 55 Cable   Driven	Kiney Well Files City Lieay		
Deepened 12 Cable Driven   Priven   Reconditioned   Rotary   Jetted	# 410	Ö	300
and the second s	Brown Five Silty Save	300	325
PIMENSIONS; Diameter of well inches	Gray Fire To headism Silty Sound	325	322
Palled 188 rt. Depth of completed well 474	Gray Fine Pilts	355	365
CONSTRUCTION DETAILS:	Gray Medium Saval	365	367
Clearing installed: 12 " Diam. from 0 th to 430 h	APPRILITE SANGE	367	380
Threeded [ Th. to ft. to ft.	Gray had Five Sand Shall Gravel	380	382
Welded D' Diam. from ft. to ft.	Bray median Rand	382	398
Perforations: Yes   No 11	Bran Five wed Soul Duel Group!	398	405
Type of perforator used	Graci Five weel Sitty I said wood	405	419
SIZE of perforations in. by in.	Gray Five Heel Sand Smill armed	419	423
perforations from ft. to ft.	Gray Small Med. Grand And Sand	423	437
perforations from ft. to ft.	arry Cores med Soud Some, Conved	437	461
Charles and the same of the sa	Gray Med, Small Bravel Large Smel	461	465
Manufacturer's Name Sohusou	array med Sand Grave	467	467
Slaulese Model No	Gray Fine brat SANA	469	423
8 Slot size 50 from 430.46 to 481.542	Bray mod Bravel Soud Very Good	473	416
Slot size from ft. to ft.	Bray Five mal Sand Cornel	416	481
Cravel packed: Yes W No   Size of gravel: Speed	Bone Five med Sand Little aroust	481	483
Gravel placed fromft. toft.	Bray Five med Gilly Sand.	1183	488
Streete small Yes W No D To what depth? So n.			
Material used in seal.		ļ	<b> </b>
Mid any strata contain unusable water? Yes # No K			-
Type of water? Depth of strate		<del> </del>	
MACULLO	UCT 2 8 1076	-	1
77.700	37.7.8.18/6		
	DEPARTMENT OF FOR		
TEE LEVELS: Land-surface elevation above mean sea level	ESCUTABLES DESCRIPTION OF EPOTOSA		
the below top of well Date Satt-74-	" (FFICE	ļ	
Ariesian water is controlled by		1 10	<del> </del>
(Cap, varve, etc.)		-	1
WELL TESTS: Drawdown is amount water level is		<u>.                                    </u>	<u></u>
is purely test made? Yes g No   If yes, by whom?	Work started 19 Completed		19
gal/min. with ft. drawdown after hrs.	WELL DRILLER'S STATEMENT:		
1000 " To' 134'5" " 4 "	This well was drilled under my jurisdiction	and this	
# # # # # # # # # # # # # # # # # # #	true to the best of my knowledge and belief.	·	n .
every data (time taken as zero when pump turned off) (water level measured from well top to water level)	) P) 11/4   P) A V A	<u>•</u> _	
fime Water Level Time Water Level Time Water Level	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Type or p	rint)
	Address -512 East 4th luc	OLI	
Nove	Address SIZ FART TIM AGE	~_7	
**************************************	[Signed] Kerch Kingy	•	
Date of text gal/min. with ft. drawdown after hrs.	[Signed] (Well Driller)	ro on a massa assa a n ac	
sales fow gpm. Date	License No. C-65 Date 8-1	H -	1016
merature of water	License No. Date O. 1		, 19i <del>7</del>

The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.



File Original and First Copy with Department of Ecology Second Copy — Owner's Copy Third Copy — Driller's Copy		VELL REPORT F WASHINGTON	Application No.
(1) OWNER: Name LITY	OF LAKEY	Address 6TH AVE SE	- NISQUALLY
(2) LOCATION OF WELL: Bearing and distance from section or		w/2, 5w	
	estic Municipal	(10) WELL LOG:	
(4) TVPE OF WORK. Own		snow inickness of aguilers and the R	cter, size of material and structure, and independent in each change of formation each change of formation

(3)	PROPOSED USE: Domestic X Industrial D Municipal Irrigation D Test Well D Other D
(4)	TYPE OF WORK: Owner's number of weil
(5)	DIMENSIONS: Diameter of well inches. Drilled 108 ft Depth of completed well 107 ft.
(6)	CONSTRUCTION DETAILS:  Casing installed:
	Perforations: Yes No X  Type of perforator used  SIZE of perforations in. by in. perforations from ft. to ft. perforations from ft. to ft. perforations from ft. to ft. in. perforations from ft. to ft.
	Screens: Yes No   DHUSON   Manufacturer's Name   DHUSON   Model No   Diam.   Slot size   B   from   7   ft. to   78   ft.   Diam.   Slot size   from   ft. to   ft.   Gravel packed: Yes   No   Size of gravel:
	Gravel placed fromft. toft.  Surface seal: Yes No To what depth?ft.  Material used in seal
(7)	PUMP: Manufacturer's Name BERKLEY Type: SVB HP 7/2
Stat	WATER LEVELS: Land-surface elevation +20 ft. sland pressure lbs. per square inch Date Artesian water is controlled by (Cap, valve, etc.)
٠,	WELL TESTS: Drawdown is amount water level is lowered below static level a pump test made? Yes No Ly yes, by whom? T/M d: //O gal./min. with // ft. drawdown after 4 hrs. """"""""""""""""""""""""""""""""""""
	overy data (time taken as zero when pump turned off) (water level measured from well top to water level)  Time Water Level Time Water Level  Time Water Level  Time Water Level  Time Water Level  Time Water Level  MEASULEMENTS

Bailer test gal/min. with ft, drawdown after hrs.

Artesian flow.....g.p.m. Date.....

MATERIAL			FROM	cture, c ial in ec formati
UNKNOWN			0	63
414 Cara aarraCt				7
WB SAND-BRAVEL			63	68
SAND-GRAVER-CLAY	, 		68	88
LEMENTED SAMO- GI	CAVEL		88	94
wo Sand			94	96
WB Sand-gravel			96	107
Pumple Sand - W	<u>ن</u>		107	101
	<u> </u>		707	752
			<del> </del>	
			-	<u> </u>
	- N			
	# <u>*</u>	Ł	a	ļ ——
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				-
				<del>                                     </del>
7- I				

#### WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME	TIMS	WELL I	MILL	106	· · · · · · · · · · · · · · · · · · ·
Address		LBBY		(Type or p	rint)
[Signed]	\	i R No		***************************************	
		(Wel	i priijer)	5/29	186

**€**> :

The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

le Original with epartment of Ecology	WATER WELL REPORT

Notice of Intent	W106926	(Revised
UNIQUE WELL	10. AEC 94	1

•	ond Copy - Owner's Copy  STATE OF WASHINGTON	UNIQUE WELL I.D. # AEC 941	
Third	d Copy - Driller's Copy (19970	Water Right Permit No. 672-27007	
(1)		ddress PO BOX 3400 LACRY (UA 9850	
(2) (2 <b>e</b> )	LOCATION OF WELL: County Thurston STREET ADDRESS OF WELL: (or nearest address) Markun Rd F. TAX PARCEL NO.:	NE 1/4 SiD 1/4 Soc 2 T 18 N.R. I WWM - Lacey	
(8)	PROPOSED USE: Domestic Industrial Municipal Definition Test Well Differ	Citier Formation: Describe by color, character, size of material and structure, and the kind and nature of the material in each stratum penetrated, with at least	
(4)	TYPE OF WORK: Owner's number of well (# more than one)	one entry for each change of information, indicate all water encountered.  MATERIAL FROM TO	
	Despened Dug Bored	T0050U 0 4	
	☐ Reconditioned	Stay Bearinty 4 16	
140-A	DIMENSIONS: Diamoter of well 2011 Inche	Donne again dampaina 16 1	
(5)	Dimeriarios.	GANDANISITUSANO (190	
	والمراجع والم	Macium brown situ 190	
(6)	CONSTRUCTION DETAILS:  Ceeing installed: 20 Diam. from 72 ft. to 300 ft.	said wixcosiprol	
	Cooling installed: 20 Diam. from 72 ft. to 350 ft. Welded 76 Diam. from 273.55 ft. to 293.6 ft.	d401/20 (306	
	Liner installed Diam. from ft. to ft.	From Midium sand 300 2	
		u somegrand 1313	
	Perforations: Yes No X	Braunsantysit 312 233	
	Type of perforations in. byin.	bearn medium sand 332)	
	SIZE of perforations m. by n. by ft. to ft.	usilt layer and	
	perforations from ft. to ft.	Beaun Serre Gravel 257 382	
	perforations from tt. totr.	Rean 311 + 2210 382 294	
	Screens: Yes No No	Dead Sill & Maria   Spik Cit.	
	Manufacturer's Name ALLOY		
	Type 384 55 Model No		
	Diam. 12" Slot elze 35 from 293.6 ft to 309.25 ft		
	Prior 17 Sint also 35 from 332-2 ft. to 347-7 ft.	13/15/04-3/2005	
	Gravel packed: Yes No Size of gravel		
	Gravel placed from 275 h to 352 h		
	Surface seal; Wes   No   To what depth?   SO	KECL/VLD	
	Metadal used in seal		
	Did any strate contain unusable water?	JUN 2 1 2005	
	Type of water?Depth of strate		
_		Washington State	
(7)	PUBIP: Manufacturer's Name	Department of Ecology	
	Type.		
	WATER LEVELS: Land-surface elevation above mean sea level Static tevel 1. Delow top of well Ariseian pressure 1. Delow top of well Date 1. Delow top of well Date 1. Delow	Work Started 13 15 04 Completed 3 30 05	
	Artesian water is controlled by(Cap, valve, etc.)	WELL CONSTRUCTION CERTIFICATION:	
-		I constructed and/or accept responsibility for construction of this well, and it	
(9)	WELL TESTS: Drawdown is amount water level is lowered below static level & Chins Was a pump test made? "Yes   No   If yes, by whom? DRUFFS:     LOD	compliance with all Washington well construction standards. Materials use	
. (	Yield: 400 gal./min. with: 10 ft. drawdown after 102 hrs	and the shormation reported above are true to my deat knowledge and being	
4 7	Yield: 200 get./min. with 40 ft. drawdown after 2 hre		
,	Yield: 1200 gai/min. with	(Licensed Driller/Engineer)	
	Recovery date (time taken as zero when pump turned off) (water level measured from well top to water level)	Trainee Name License No	
	Time Water Level Time, Water Level Time Water Level		
	10min 173.5 8tmin 170.7	(Signed) Save Charan Liberte No. 1190	
	Fluin 1735	(Licensed Driller/Engineer)	
	29mm 1716	Address 12 19-00-10-1	
	Date of teet	Contractors of HAR ONTI 23N From 41505	
	Airtest gal./min. with tt. drawdown after hrs.		
	onm Date	(USE ADDITIONAL SHEETS IF NECESSARY)	
	Artesian flow  Temperature of water   Was a chemical analysis made?   Yes □ No	Ecology is an Equal Opportunity and Affirmative Action employer. For speci-	

Ecology is an Equal Opportunity and Affirmative Action employer, For special accommodation needs, contact the Water Resources Program at (380) 407-6600. The TDD number is (360) 407-6006.

