

ADDENDUM NO. 1

TO THE PLANS, SPECIFICATIONS, PROPOSAL AND CONTRACT FOR THE CITY OF LACEY

MARVIN ROAD AND MERIDIAN CAMPUS PRODUCTION WELLS – PHASE I

LACEY CONTRACT NO. PW 2022-27

TO ALL PLAN HOLDERS:

You are hereby notified of the following changes, revisions, deletions, additions, corrections and/or clarifications to the plans, specifications, and contract documents for the *Marvin Road and Meridian Campus Production Wells – Phase I* project. This addendum is made part of these contract documents as though it was originally included in the Contract. The Contractor shall note the location of the Addenda Receipt Acknowledgement on Page B-3 of the Contract Proposal.

Issued this 28th day of May 2024.

*****NOTE: ITEM NO. “1” THROUGH ITEM NO. “11” ARE UPDATES TO DIVION 1 SECTIONS OF THE 2024 WSDOT STANDARD SPECIFICATIONS.**

I. ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO THE SPECIFICATIONS

ITEM NO. 1:

Special Provisions, Bid Documents, Page D-2, Section D (Introduction to the Special Provisions)

DELETE “Introduction to the Special Provisions” in its entirety and REPLACE with the following:

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 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 GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

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

Project specific special provisions are labeled without a date as such:

(*****)

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 Manual M21-01, 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.

ITEM NO. 2:

Special Provisions, - Part D, Page D-5, Section 1-02.2 (Plans and Specifications)

DELETE pages Section 1-02.2 in its entirety and REPLACE with the following:

1-02.2 Plans and Specifications

(April 1, 2024 Lacey 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 award

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

ITEM NO. 3:
Special Provisions – Part D, Page D-6, Section 1-02.6 (Preparation of Proposal)

DELETE Section 1-02.6 in its entirety and REPLACE with the following:

1-02.6 Preparation of Proposal
[\(March 18, 2024 Lacey GSP\)](#)

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 four paragraphs, and replace them with the following:

The Bidder shall submit a completed list as provided in the bid documents naming subcontractors who will perform the work of structural steel installation, rebar installation, heating, ventilation, air conditioning, and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28 in accordance with RCW 39.30.

The Bidder shall submit the completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency either with the Bid Proposal or as a Supplement to the Bid no later than 24 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. Failure to return this certification will make this Bid Nonresponsive and ineligible for Award.

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 copy of the partnership agreement shall be submitted with the Bid Form if any DBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any DBE requirements are to be satisfied through such an agreement.

ITEM NO. 4

Special Provisions – Part D, Page D-6, Section 1-02.9 (Delivery of Proposal)

DELETE Section 1-02.9 in its entirety and REPLACE with the following:

1-02.9 Delivery of Proposal

(April 1, 2024 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. The proposal shall be submitted to the City of Lacey at 420 College Street SE, Lacey WA 98503 at the date and time shown in the advertisement.

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@cityoflacey.org

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.

ITEM NO. 5:

Special Provisions – Part D, Page D-8, Section 1-02.13 (Irregular Proposals)

DELETE Section 1-02.13 in its entirety and REPLACE with the following:

1-02.13 Irregular Proposals

(January 4, 2024 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 Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - f. 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;
 - g. The Bidder fails to submit Written Confirmations (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 Provisions;
 - h. 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 in accordance with Section 1-07.11;
 - i. 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;
 - j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

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. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. 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
 - g. If Proposal form entries are not made in ink.

ITEM NO. 6

Special Provisions – Part D, Page D-8, Section 1-02.14 (Disqualification of Bidders)

DELETE Section 1-02.14 in its entirety, and REPLACE with the following (clarification of minimum bidder requirements):

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 or Subcontractor shall have successfully completed at least one (1) public works project within the last five (5) years, and list the following information:

1. Complete and submit the following table with five (5) projects you have completed in the past 10 years with a similar scope of work: Flooded-reverse circulation and/or cable tool methods used to construct a water well with a production casing of 12 inches in diameter or more, and a well screen of 300 feet or deeper. Provide a brief description of the scope of the project and how the project is similar to this project. These five (5) projects must be located in western Washington or western Oregon — that is to say, west of the Cascade Mountains. Use the following table as the template to fill and submit:

Well Name/Client	Total Value	Completion Date	Borehole		Well		Drill Rig Type
			Depth	Diameter	Diameter	Type	

2. Of the five projects listed above, which ones included a portion of the drilled formation by flooded reverse circulation in which the drilling fluid was water only, with simultaneous casing advance?
3. Of the five projects list above, provide the client names, their professional titles, and contact numbers (address and phone) for three (3) of the projects. Use the following as the template to fill and submit:

Client Name	Client Title	Client Address	Client Phone #

4. List your drill rig or rigs (make and model), test pump equipment (make, model, pump curves, outer diameter), and support trucks that you expect to use for the tasks on this City of Lacey project. Note the drill rig or rigs (make and model) listed must be capable of, and in an operational condition, to meet the performance specification in Section E, Parts 3.1.1 through 3.1.3. Note the test pump equipment (make, model, and pump curves) listed must meet the minimum pump performance specifications in Section E, Table 1, Parts 2.3.C.1 and 4.9.C.3, that is to say, the pump performance is 1,800 gpm against a total dynamic head of 500 feet (and a pump intake setting of 450 feet).
5. List all your CONTRACTOR personnel, their years of experience, and their currently active driller license numbers, that are available to work on this City of Lacey project. Note that the on-site CONTRACTOR operating the drill rig(s) must have at least 10 years of experience operating the drill rig(s), be a currently licensed driller in WA state, and worked on at least one (1) of the five referenced projects in A.1 above.
6. Provide current certificates of license and a letter from a surety on current status of your firm’s “License and Bonding” capacity in Washington state.
7. The information required/listed above in Criterion 1 through 6 shall be submitted together, and may be submitted as a bidder-created document (you may create your own table and provide additional information, however, the information listed in these tables is required). Note that the Bidder’s submitted information for Criterion 1 through 6 shall be used to verify that the Bidder has the skill, experience, and equipment to successfully complete the work detailed in the **PLANS, SPECIFICATIONS, PROPOSAL AND CONTRACT**.

The Bidder or Subcontractor shall have successfully completed (5) five projects of a similar size and scope within the last (10) ten years. In evaluating whether the projects were “successfully completed,” the Owner may check owner references for the previous projects and may evaluate the owner’s assessment of the Bidder performance. In conducting reference checks, the Owner may include itself as a reference if the bidder has performed work for the Owner, even if the bidder did not identify the Owner as a reference. The assessment may include but is not limited to the following areas:

- a. Administration / Management / Supervision
 - i. Supervision and decision making
 - ii. Coordination and communication with subcontractors and suppliers
 - iii. Submission of documents, reports, material submittals
 - iv. Timeliness of progress schedules
 - v. Public safety and traffic control
 - vi. Compliance with laws, ordinances and regulations
 - vii. Maintenance of employee safety standards
 - viii. Coordination and cooperation with department personnel on project matters
 - ix. Relations with the general public, other agencies and/or adjacent contractors
- b. Quality of Work
 - i. Adherence to plans and specifications
 - ii. Standards of Workmanship
 - iii. Completion of final (punch list) work
- c. Progress of Work
 - i. Completion of project within allotted time
 - ii. Scheduling and execution of schedule
 - iii. Delivery of materials and supplies
 - iv. Operation and use of equipment
 - v. Use of personnel
- d. Equipment
 - i. Condition
 - ii. Maintenance
 - iii. Proper/Suitable equipment used

B. Documentation:

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.

ITEM NO. 7

Special Provisions – Part D, Page D-12, Section 1-03.3 (Execution of Contract)

DELETE Section 1-03.3 in its entirety and REPLACE with the following:

1-03.3 Execution of Contract

(January 4, 2024 APWA GSP Option B)

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, 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.

ITEM NO. 8

Special Provisions – Part D, Page D-18, Section 1-05.15 (Method of Serving Notice)

DELETE Section 1-05.15 in its entirety and REPLACE with the following:

1-05.15 Method of Serving Notices **(January 4, 2024 APWA GSP)**

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the 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 written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the 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.

ITEM NO. 9

Special Provisions – Part D, Page D-23, Section 1-07.18 (Insurance)

DELETE Section 1-07.18 in its entirety and REPLACE with the following:

1-07.18 Insurance

(January 4, 2024 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.

Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A “wrap up policy” is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

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:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

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

ITEM NO. 10

Special Provisions – Part D, Page D-28, Section 1-08.1(7)A (Payment Reporting)

DELETE Section 1-05.15 in its entirety and REPLACE with the following:

1-08.1(7)A Payment Reporting

(January 4, 2024 APWA GSP)

Revise this section to read: "Vacant".

ITEM NO. 11

Special Provisions – Part D, Page D-31, Section 1-09.2(1) (General Requirements for Weighing Equipment)

DELETE Section 1-09.2(1) in its entirety and REPLACE with the following:

1-09.2(1) General Requirements for Weighing Equipment
(January 4, 2024 APWA GSP, Option B)

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 422-027A, 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/or PM tare weight for each truck on the printed ticket.

ITEM NO. 12:
Special Provisions – Part D, Section 1-05.18, Record Drawings

Add the following Section 1-05.18 (Record Drawings):

1-05.18 Record Drawings
(***)**

Add the following new section:

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

Drawings/Well logs shall be to scale with all notations neat in appearance. Turn the record drawings over to the Engineer for review and approval prior to final payment.

A lump sum price of \$2,000 has been included in the Proposal for this work. Any additional costs anticipated or incurred by the Contractor for the work shall be included in the various lump sum unit price bid items as found in the Proposal. Payment for this item will be made once Record Drawings/Well logs have been submitted and approved.

ITEM NO. 13:
Special Provisions – Part D, Section 1-09.7, Mobilization

Add the following Section 1-09.7 (Mobilization):

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.

ITEM NO. 14:

Special Provisions – Part D, Page D-29, Section 1-08., Time for Completion

DELETE Section 1-08.5 in its entirety and REPLACE with the following:

1-08.5 Time for Completion

(*****)

Supplement this section with the following:

This project shall be completed in accordance with the provisions of Section 1-08 of the Standard Specifications within **250 working days**. All design and submittal work for this project shall be completed within the first 14 calendar days of the contract.

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 6, 2025.**

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. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, 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

ITEM NO. 15:
Technical Specifications – Part E, Page 32, Section 4.9, Step Rate Test

Add the following Section 4.9.C.1.f (Step Rate Test):

- f. Depending on the drilling, testing, and screen design for PW-MC, the CONTRACTOR may be required to set an access tube that is 1.25-inch inner diameter PVC pipe with flush-threaded couplings. If this setup is necessary, the CONTRACTOR shall assist the CITY and/or HYDROGEOLOGIST with threading an angled custom steel access tube onto the bottom of the 1.25-inch inner diameter PVC pipe. The steel tube shall be banded by the CONTRACTOR to the temporary pump assembly, thus allowing tools to be deployed from ground surface to below the pump assembly, and into the PW-MC well screen. The steel access tube and deployed tools are not part the CONTRACTOR'S bid.

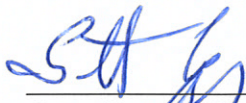
ITEM NO. 16:
Technical Specifications – Part E, Page 17, Section 3.6, Drilling Fluids

DELETE Section 3.6.A.1 (Drilling Fluids) and REPLACE with the following:

- 1. Only engineered, clay-based drilling fluids shall be used in advancing the borehole for the surface and deep annular seals.

ITEM NO. 17:
Bid Documents – Part B, Pages B1-B3, Bid Forms

DELETE Bid Forms, Sheets B1-B3 and REPLACE with the attached:



Scott Egger, P.E.
Director of Public Works

CITY OF LACEY

Marvin Rd. and Meridian Campus Production Wells

Addendum No. 1

Lacey Contract Number: PW 2022-27

Federal Aid Project Number:

WSDOT Contract Number:

TIB Contract Number:

Contract Proposal

DATE: _____

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

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

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

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

A Water - Marvin Road Production Well

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
A1	100000	MC	104-010	Minor Change	\$1.00	\$100,000.00
A2	1	LS	105-010	Record Drawing	\$2,000.00	\$2,000.00
A3	1	LS	109-010	Mobilization	LUMP SUM	
A4	1	LS	201-010	Clearing and Grubbing	LUMP SUM	
A5	1	LS	205-510	Trench Safety System	LUMP SUM	
A6	1	EA	726-590	Video Inspection		
A7	1	LS	850-792	Project Closeout	\$5,000.00	\$5,000.00
A8	460	LF	890-544	Install Deep Seal 24-inch x 20-inch		
A9	1	LS	890-569	18-Inch Drive Shoe	LUMP SUM	
A10	1	LS	890-619	18-Inch Drive Shoe Cut	LUMP SUM	
A11	290	LF	890-639	Drill 18-Inch Hole		
A12	752	LF	890-668	Furnish 18-Inch Well Casing		
A13	1	FA	890-709	Furnish Well Screens and Fittings	\$65,000.00	\$65,000.00
A14	180	HR	890-725	Authorized Hourly Work		
A15	1	LS	890-730	Furnish and Install Pumping Test Equipment	LUMP SUM	
A16	1	EA	890-736	Furnish and Install Specific Capacity Test Equipment		
A17	80	HR	890-740	Hourly Work for Pumping Tests		
A18	1	HR	890-744	Hourly Work for Specific Capacity Test		
A19	2	EA	890-755	Alignment Test		
A20	20	TN	890-781	Filter Pack Material		

Schedule A Subtotal: _____

Tax Rate (%) : 9.70 Tax: _____

Schedule A Total: _____

B Water - Meridian Campus Production We

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
B1	100000	MC	104-010	Minor Change	\$1.00	\$100,000.00
B2	1	LS	105-010	Record Drawing	\$2,000.00	\$2,000.00
B3	1	LS	109-010	Mobilization	LUMP SUM	
B4	1	LS	201-010	Clearing and Grubbing	LUMP SUM	
B5	1	LS	205-510	Trench Safety System	LUMP SUM	
B6	1	EA	726-590	Video Inspection		
B7	1	LS	850-792	Project Closeout	\$5,000.00	\$5,000.00
B8	460	LF	890-544	Install Deep Seal 24-inch x 20-inch		
B9	1	LS	890-569	18-Inch Drive Shoe	LUMP SUM	
B10	1	LS	890-619	18-Inch Drive Shoe Cut	LUMP SUM	
B11	290	LF	890-639	Drill 18-Inch Hole		
B12	752	LF	890-668	Furnish 18-Inch Well Casing		
B13	1	FA	890-709	Furnish Well Screens and Fittings	\$65,000.00	\$65,000.00
B14	180	HR	890-725	Authorized Hourly Work		
B15	1	LS	890-730	Furnish and Install Pumping Test Equipment	LUMP SUM	
B16	1	EA	890-736	Furnish and Install Specific Capacity Test Equipment		
B17	1	EA	890-737	Furnish and Install Test Screen and Pumping Equipment		
B18	80	HR	890-740	Hourly Work for Pumping Tests		
B19	1	HR	890-744	Hourly Work for Specific Capacity Test		
B20	1	HR	890-745	Hourly Work for Test Screen Pumping		
B21	2	EA	890-755	Alignment Test		
B22	20	TN	890-781	Filter Pack Material		

Schedule B Subtotal: _____

Tax Rate (%) : 9.70 Tax: _____

Schedule B Total: _____

Contract Total: _____

(All Schedules)

The undersigned also agrees as follows:

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

Addenda Receipt Acknowledged

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

Date

Firm Name Please Print Phone

Address of Bidder: _____

Name and Address of Firm Members:

Signature of Bidder (if a Corporation)

Title: _____

Firm Name: _____ Phone: _____

Business Address: _____

Incorporated under the Laws of the State of _____

Officers Address

President: _____

Secretary: _____

Treasurer: _____

APPENDIX B
THURSTON COUNTY
WELL SITE
APPROVAL
DOCUMENTS



COUNTY COMMISSIONERS

Carolina Mejia Wayne Fournier
District One District Four

Gary Edwards Emily Clouse
District Two District Five

Tye Menser
District Three

**PUBLIC HEALTH AND
SOCIAL SERVICES DEPARTMENT**

March 20, 2024

Trent Lougheed, P.E.
420 College Street SE
Lacey, WA 98503

David M. Bayne, MPH
Director

Dimyana Abdelmalek, MD, MPH
Health Officer

Subject: City of Lacey Group A Well Site Application, Well Site Tax Parcel 11801210000
Project 2023104523 HE

Dear Mr. Lougheed:

A public well site application for the above referenced project has been submitted to this office for review. The intent of this application is to site a new well on parcel 11801210000 to serve City of Lacey Water System.

We have completed our review of the above referenced public well site application (copy of site plan enclosed) and the application meets the requirements of Article III of the Thurston County Sanitary Code and is hereby an **approved** location for a Group A well.

Thurston County Planning has not completed their review of the well siting. They may have additional comments or requirements

If there are any changes in the proposed well site location, a new inspection would need to be conducted by this office and new covenants filed if required.

The next steps to take before drilling the well are:

- Record a declaration of covenant (public water source) for the wells' 100-foot sanitary control area with the Thurston County Auditor's Office
- Obtain a *Notice of Intent to Drill* is obtained from the Department of Ecology (DOE) prior to drilling (discuss with your well driller).

Because this source is intended to serve a Group A public water system regulated by Washington State Department of Health Office of Drinking Water, the next step in the approval process, source approval, will be through the Office of Drinking Water. If you have any questions about the state review process please contact Aasya (Sisy) Abdennour, E.I.T. 564-669-9792, aasya.abdennour@doh.wa.gov . Please note that all project and plan submittals from water systems must be electronic and emailed to swro.admin@doh.wa.gov. If the file is too

large to email, contact swro.admin@doh.wa.gov to request a Box.com folder. One hard copy of the plans should be mailed to:

SW Drinking Water Operations.
Attn: Aasya Abdennour,
PO Box 47823
Olympia WA 98504-7823

A water right permit may be required from Department of Ecology if the proposed water system's total withdrawal is 5,000 gallons per day or greater.

If you have any questions or need assistance, I can be reached by phone at (360) 867-2630 or by email at kennys@co.thurston.wa.us.

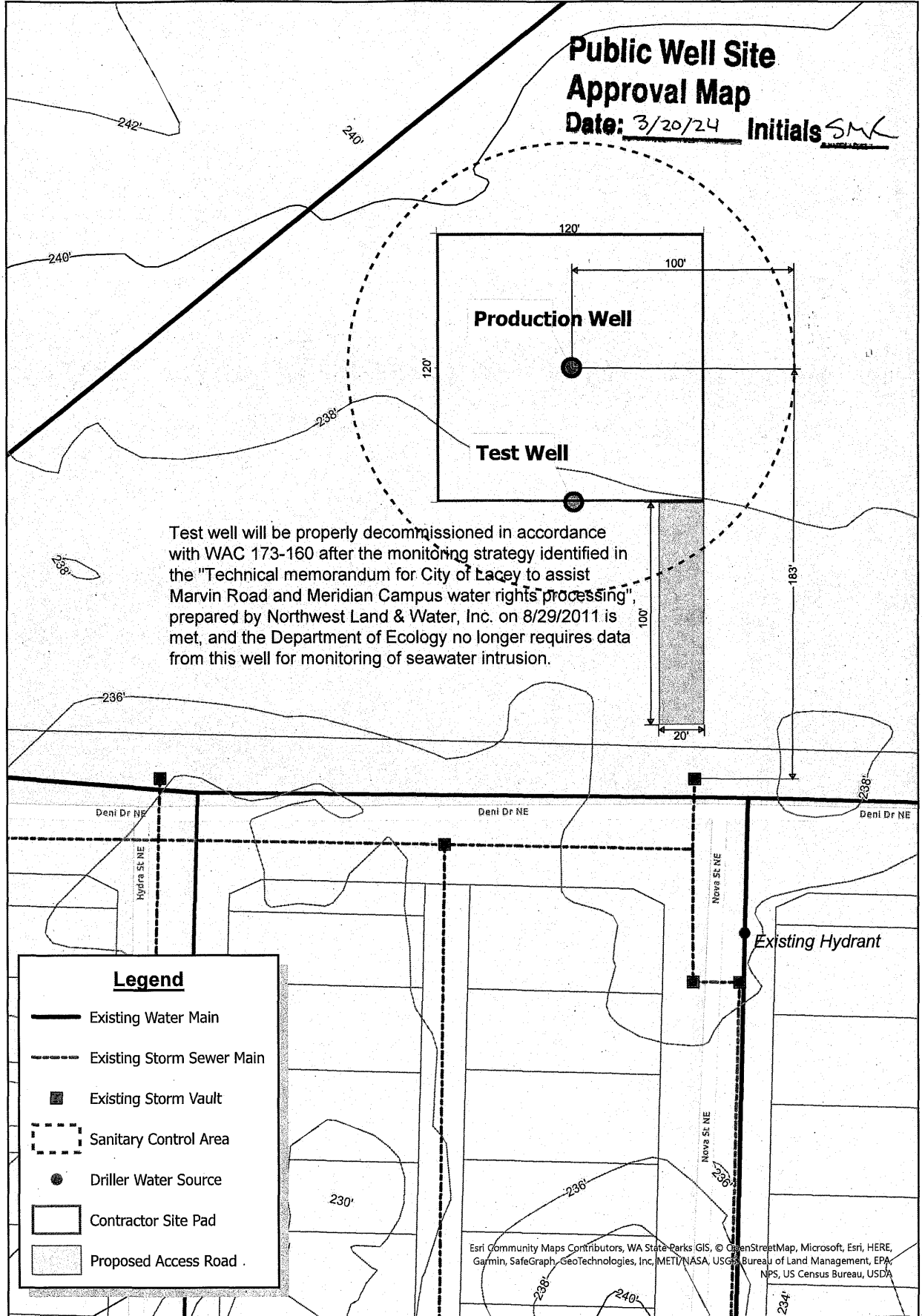
Sincerely,

A handwritten signature in black ink that reads "Stephanie Kenny". The signature is written in a cursive style with a long, sweeping underline.

Stephanie Kenny
Environmental Health Specialist
Thurston County Environmental Health

Public Well Site Approval Map

Date: 3/20/24 Initials SMK



Test well will be properly decommissioned in accordance with WAC 173-160 after the monitoring strategy identified in the "Technical memorandum for City of Lacey to assist Marvin Road and Meridian Campus water rights processing", prepared by Northwest Land & Water, Inc. on 8/29/2011 is met, and the Department of Ecology no longer requires data from this well for monitoring of seawater intrusion.

Legend

- Existing Water Main
- Existing Storm Sewer Main
- Existing Storm Vault
- Sanitary Control Area
- Driller Water Source
- Contractor Site Pad
- Proposed Access Road

Esri Community Maps Contributors, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

J:\DATA\NLWS402023 HAWKS PRAIRIE\GIS\PW-MR AND PW-MC_FIGURES 1-3\PW-MR AND PW-MC_FIGURES 1-3.APRX BY: LMOJARAB PLOT DATE: SEP 19, 2023 COORDINATE SYSTEM: NAD 1983 HARN STATEPLANE WASHINGTON NORTH FIPS 4601 FEET

RH2 NORTH

1 inch = 40 Feet

0 10 20 40 Feet

DRAWING IS FULL SCALE WHEN BAR MEASURES 1"

CITY OF LACEY

Figure 3
Meridian Campus Site Map
 Parcel No. 11801210000
City of Lacey
Hawks Prairie Well Development

Vicinity Map

This map is a graphic representation derived from the City of Lacey (City) Geographic Information System. It was designed and intended for City staff use only. It is not guaranteed to survey accuracy. This map is based on the best available data on the date of production or sale of this map, or portions thereof, is prohibited without express written authorization by the City.

PRELIMINARY

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Garmin, USGS, EPA



COUNTY COMMISSIONERS
Carolina Mejia Wayne Fournier
District One District Four
Gary Edwards Emily Clouse
District Two District Five
Tye Menser
District Three

PUBLIC HEALTH AND SOCIAL SERVICES DEPARTMENT

March 20, 2024

Trent Lougheed, P.E.
420 College Street SE
Lacey, WA 98503

David M. Bayne, MPH
Director
Dimyana Abdelmalek, MD, MPH
Health Officer

Subject: City of Lacey Group A Well Site Application, Well Site Tax Parcel 11934100100
Project 2023104525 HE

Dear Mr. Lougheed:

A public well site application for the above referenced project has been submitted to this office for review. The intent of this application is to site a new well on parcel 11934100100 to serve City of Lacey Water System.

We have completed our review of the above referenced public well site application (copy of site plan enclosed) and the application meets the requirements of Article III of the Thurston County Sanitary Code and is hereby an **approved** location for a Group A or **with the following comments**:

Thurston County Planning has not completed their review of the well siting. They may have additional comments or requirements

If there are any changes in the proposed well site location, a new inspection would need to be conducted by this office and new covenants filed if required.

The next steps to take before drilling the well are:

- Record a declaration of covenant (public water source) for the wells' 100-foot sanitary control area with the Thurston County Auditor's Office
- Obtain a *Notice of Intent to Drill* is obtained from the Department of Ecology (DOE) prior to drilling (discuss with your well driller).

Because this source is intended to serve a Group A public water system regulated by Washington State Department of Health Office of Drinking Water, the next step in the approval process, source approval, will be through the Office of Drinking Water. If you have any questions about the state review process please contact Candida Granillo-Dodds, P.E. 564-669-3170, candida.granillo-dodds@doh.wa.gov. Please note that all project and plan submittals from water systems must be electronic and emailed to swro.admin@doh.wa.gov. If the file is too large to email, contact swro.admin@doh.wa.gov to request a Box.com folder. One hard copy of the plans should be mailed to:

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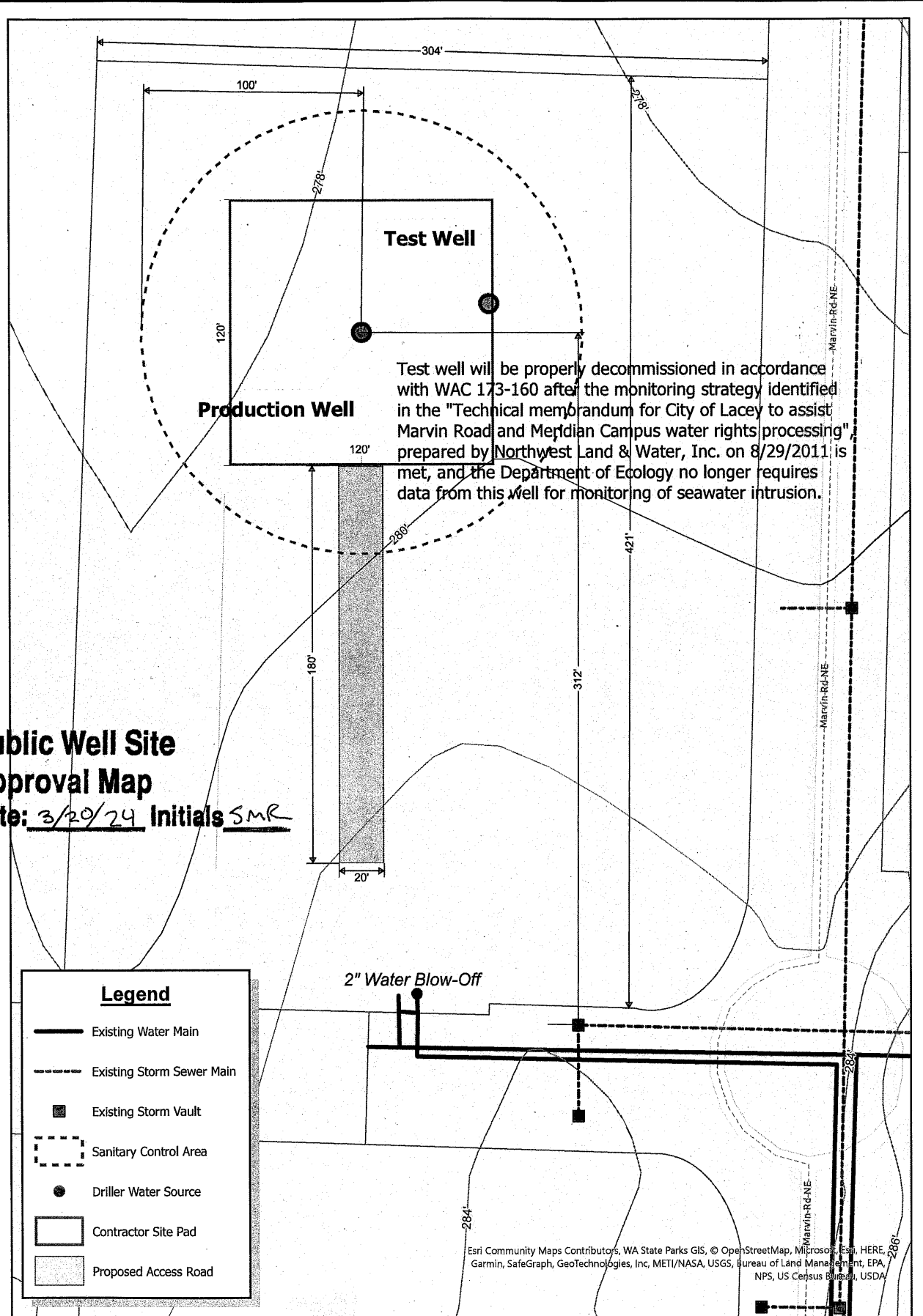
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If you have any questions or need assistance, I can be reached by phone at (360) 867-2630 or by email at kennys@co.thurston.wa.us.

Sincerely,

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Stephanie Kenny
Environmental Health Specialist
Thurston County Environmental Health



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Public Well Site Approval Map
 Date: 3/20/24 Initials SMR

Legend

- Existing Water Main
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- Driller Water Source
- Contractor Site Pad
- Proposed Access Road

Esri Community Maps Contributors, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

J:\DATA\1\WS40223 HAWKS PRAIRIE\GIS\PW-MR AND PW-MC_FIGURES 1-3\PW-MR AND PW-MC_FIGURES 1-3.APRX BY: LMOJARAB PLOT DATE: SEP 19, 2023 COORDINATE SYSTEM: NAD 1983 HARN STATEPLANE WASHINGTON NORTH FIPS 4601 FEET

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DRAWING IS FULL SCALE WHEN BAR MEASURES 1"

CITY OF LACEY

Figure 2
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 Parcel No. 11934100100
 City of Lacey
 Hawks Prairie Well Development

Vicinity Map

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