



## Thurston County, Washington

Public Works Department  
Noxious Weeds & Lakes Management  
Program 9605 Tilley Road S, Suite C  
Olympia, Washington 98512

# REQUEST FOR PROPOSAL (RFP) NO. 034-2022-WR-R007

## LONG LAKE MANAGEMENT DISTRICT

### Phosphorus Mitigation for Algae Control

#### Solicitation Documents

**RFP Issuance Date:** April 14, 2022

All solicitation documents, including any addenda, are published on the Thurston County website at <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>

#### Proposal Due Date

Proposals are due: 4:00 p.m. PST on **April 28, 2022**

#### Proposal Acceptance Location

**Proposals will be received by:**

Thurston County Public Works  
Noxious Weeds & Lakes Management Program  
9605 Tilley Road S, Suite C  
Olympia, Washington 98512  
*Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday*  
Paula Cracknell: email [paula.cracknell@co.thurston.wa.us](mailto:paula.cracknell@co.thurston.wa.us)  
Phone: 360-628-1420

Thurston County reserves the right to reject any and all Proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure.

# Long Lake Phosphorus Mitigation for Algae Control

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Attachment 3	Sample Professional Services Contract
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## **SECTION 1 - INTRODUCTION AND PURPOSE**

### **1.1 INTRODUCTION**

Thurston County Department of Public Works is seeking a qualified and commercially licensed aquatic pesticide applicator to provide algae control treatment to Long Lake.

### **1.2 PURPOSE**

Algal toxins present in Long Lake pose a major health concern. The goal of this project is to target and sequester the available phosphorus in the water column to provide longer term algae management and reduce the frequency and intensity of algal blooms in 2022.

### **1.3 QUALIFICATIONS**

Contractor shall have the following minimum qualifications to be eligible for an award:

- A. Documented current licenses, endorsements, qualifications, insurance, and proven experience in algae management which must include familiarity with Aluminum sulfate and Phoslock.
- B. Proven experience in implementing phosphorus mitigation programs in eutrophic lakes using Aluminum sulfate and Phoslock algae mitigation products.
- C. Experience and expertise in water sampling or core sampling of sediment.

### **1.4 PROCUREMENT NOTIFICATION**

This project is a formal competitive procurement and will be advertised in 'The Olympian' and is open to all qualified companies. All solicitation documents, including any addenda, are published on the Thurston County Public Works website at <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>.

## **SECTION 2 – OVERVIEW OF SERVICES REQUESTED**

### **2.1 PROJECT DESCRIPTION**

The Contractor will provide all management, materials, equipment, labor, and other items necessary for pesticide application to Long Lake and required reporting documentation. Treatment will be performed in two phases including (1) Phase 1 – Entire lake stripping with partial Aluminum Sulfate application of 300 surface acres and (2) Phoslock application to areas of the lake deeper than 12 feet. Bathymetry of Long Lake is provided for the Proposer to assess areas greater than 12 feet. Sediment testing may be required to determine dosage rates. Contractor is responsible for all permits and compliance with all rules and regulations. Contractor will work with the Thurston County Aquatic Resource Specialist.

### **2.2 BACKGROUND INFORMATION**

Long Lake is a eutrophic and urbanized lake that is third in a trifecta of lakes draining to Woodland Creek. Long Lake is approximately 330 acres in size, with two equally sized large basins (referred to as the North and South Basins) connected by a narrow channel. Located in suburban Lacey, WA, it has many small coves and canals, along with large wetland areas. Water flows into Long Lake from the south through a series of wetlands and small channels from Pattison Lake, then out to other small lakes and Woodland Creek. Other water sources for Long Lake are groundwater, springs, precipitation, and stormwater flow.

The average depth of Long Lake is six meters, with variable depths throughout both basins. The lake experiences seasonal stratification during the warmer months. Typically, during these periods of stratification and during initial fall lake turnover is when algae blooms in Long Lake reach their peak before dissipating.

Long Lake has a history of algae issues and treatment to mitigate and lessen the severity of the blooms. See Attachment 2 Statement of Work for additional information.

**2.3 STATEMENT OF WORK**

See Attachment 2 Statement of Work.

**2.4 CONTRACT PERIOD AND BUDGET**

The County anticipates the Contract will be for a duration of approximately seven months beginning June 1, 2022 through December 31, 2022. The Contract value will be for a maximum of **\$160,000.00**.

**2.5 COMPENSATION**

A. Payment to Contractor will be based on the negotiated rate schedule and actual quantities/labor hours incurred as verified by work order/herbicide application record.

B. The negotiated rate schedule will be incorporated into the executed Services Contract.

**SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS**

**3.1 PROCUREMENT SCHEDULE**

Following is the procurement schedule for this RFP. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the County.

**Table 1: Solicitation and Anticipated Award Schedule**

Date	Activity
04/14/2022	RFP Issuance
04/25/2022	Cut-off Date for Questions
04/28/2022	Proposal Due Date
05/02/2022	Proposal Evaluation and Contractor Selection
05/23/2022	Executed Contract

**3.2 PRE-PROPOSAL CONFERENCE/SITE VISIT**

There will be no scheduled Pre-Proposal Conference or tour of the site.

**3.3 PRE-PROPOSAL INQUIRIES AND ADDENDUM**

It is the responsibility of each Proposer to examine the entire RFP and, as necessary, seek clarification (inquiries). This RFP may only be modified by a written addendum issued by the County. Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP.

All inquiries regarding this RFP shall be directed in writing (mail or e-mail) to Thurston County Public Works,

to the attention of:

**Paula Cracknell, Aquatic Resource Specialist  
Noxious Weeds and Lakes Management  
ProgramThurston County Public Works  
9605 Tilley Road S, Suite C  
Olympia, WA 98512  
[Paula.cracknell@co.thurston.wa.us](mailto:Paula.cracknell@co.thurston.wa.us)**

All pre-proposal inquiries (PPIs) must clearly identify the name of the inquiring company or person and the RFP number, title, and section/page number. The deadline for receipt of pre-proposal inquiries from Proposer is 4:00 p.m. (PST) on April 25, 2022.

### **3.4 EXAMINATION BY PROPOSER**

Each Proposer is responsible for examining the RFP, including the sample Contract, prior to submitting a Proposal. Failure to examine such documents and any errors made in the preparation of a Proposal are at the Proposer's own risk.

The dates contained in this RFP are for informational purposes only. The County makes no warranty as to the accuracy of the dates. Each Proposer shall make its own examination, investigation, and research regarding the proper method of doing the work under this RFP and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all such conditions, and that Proposer's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and the Proposer shall make no claim against the County because of any of the estimates, statements, or interpretations made by any officer or agent of the County that may prove to be erroneous in any respect.

### **3.5 MODIFICATION/WITHDRAWAL OF PROPOSALS**

Written requests to modify or withdraw a Proposal received by the County prior to the scheduled time of closing (i.e., 4:00 p.m. PT on the Proposal Due Date) will be accepted and will be corrected after opening. No oral requests will be allowed. Requests to modify or withdraw a Proposal must be addressed and labeled in the same manner as the Proposal and marked as a MODIFICATION or WITHDRAWAL of the Proposal. Requests for withdrawal after the time of closing will be allowed at the County's sole discretion.

### **3.6 PROPOSAL FIRM OFFER**

Proposal shall remain firm and unaltered after the time of closing (i.e., 4:00 p.m. PT on the Proposal Due Date) and for ninety (90) calendar days from such date. The County and the Proposer may mutually agree to extend the period during which the Proposal shall remain firm and unaltered.

### **3.7 PROPOSALS ARE PUBLIC RECORD**

If your Proposal contains information considered to be exempt from the Public Records Act, Section 42.56 Revised Code of Washington (RCW), those items must be clearly marked as such and may be returned to you upon request once Contract award has been determined.

### **3.8 CANCELLATION**

This RFP may be cancelled at any time and all Proposals may be rejected in whole or in part if the County determined such action to be in the best interest of Thurston County.

### **3.9 NO OBLIGATION**

This solicitation in no manner obligates Thurston County or any of its Departments to use any of the proposed services until a valid written Contract is awarded and approved by the appropriate authorities.

### **3.10 EXPENSES INCURRED**

The County will not be responsible for any costs associated with participation in this RFP to include, but not limited to, preparation, submission, or presentation; interviews, if held; negotiation process; and Contract execution. All expenses related to the Proposal are entirely the sole responsibility of the Proposer.

### **3.11 NONDISCRIMINATION**

Thurston County hereby notifies all Proposers that it will affirmatively ensure that all will be afforded full opportunity to submit a Proposal in response to this solicitation and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400.

### **3.12 PRIME CONTRACTOR RESPONSIBILITIES**

The prime Contractor is solely responsible for fulfillment of any Contract with the County awarded under this RFP and for all performance whether or not subcontractors are used. The County will make Contract payments to the prime Contractor only.

## **SECTION 4 - PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

### **4.1 PROPOSAL DUE DATE AND TIME**

A. Proposers shall submit their Proposal to Paula Cracknell using one of the following methods:

(1) email at [paula.cracknell@co.thurston.wa.us](mailto:paula.cracknell@co.thurston.wa.us), (2) postal service to the address in the cover sheet, or (3) hand delivery to the address in the cover sheet.

(1) Proposals submitted via email shall clearly identify the RFP# and Project Title in the subject line. The email must be received in Paula Cracknell's electronic in-box by the due date and time specified in the RFP. Proposers are responsible for verifying receipt. The Proposal shall be in a single PDF document, unless the size is too large.

(2) Proposals that are hand carried or mailed using postal service shall be submitted in a sealed envelope clearly marked with the RFP# and Project Title and the statement 'Sealed Proposal', 'DO NOT OPEN'. Proposers are responsible for timely delivery of their Proposal.

B. Proposal is due no later than April 22, 2022 at 4:00 p.m. local time. Proposals received after the deadline will not be considered for award.

### **4.2 PROPOSAL FORMAT:**

A. The use of covers or binders shall be limited, and if used, shall be recyclable, made from recycled materials, and/or easily removable to allow for copying or recycling of pages. Plastic covers or dividers shall be avoided.

B. The use of at least thirty percent (30%) recycled content paper is encouraged.

C. All pages of the Proposal shall be numbered sequentially, and any side of paper with printed text or content shall be considered a page. Pages shall be double-sided whenever practicable.

D. Unnecessary attachments or documents not specifically asked for in this solicitation should be avoided. Elaborate or expensive artwork, paper, bindings, and visual and other presentations beyond those sufficient to present a complete and effective response to this solicitation are neither necessary nor desired.

E. Format: Page Size will be 8-1/2" X 11" with at least ½ margins all around. Typeface should be Times New Roman 12. Narratives shall be single spaced. All text shall be legible and easily read. Propriety statements, security markings, and page numbers should fall within the defined margin area.

F. Proposals shall be assembled in accordance with the format specified below. Failure on the part of the Proposer to clearly and completely provide all the content and information requested below may result in the County's rejection of the Proposal as nonresponsive. However, the County reserves the right to waive minor informalities and irregularities in the format of a Proposal at its sole discretion.

G. Proposers shall adhere to the maximum page counts for the contents indicated below. Note that one (1) side of a piece of paper with printing of any kind shall be counted as one (1) page; one (1) piece of paper with printing on both sides shall be counted as two (2) pages. Any and all pages that exceed the maximum page count for a given section will be removed from that section and not considered. Proposal covers, table of contents, tabs, forms, and any attachments that are required contents are not limited as to the number of pages but must not be excessive and must be directly related to the specific content requested.

**4.3 PROPOSAL CONTENTS: THE REQUIRED PROPOSAL CONTENTS AND ORDER OF THE CONTENTS FOR THE PROPOSAL SHALL BE AS FOLLOWS.**

**Outside Covers**

The front cover shall be of plain white stock with text and graphics limited to: RFP number; RFP name/title; Proposal date; Proposer's name and business address, email address, telephone number, web address, and contact person's name. The back cover shall be of white cover stock and entirely blank.

**Cover Letter**

Include a cover letter signed by authorized official of the company including the following:

A. Company name, Tax ID Number (TIN), address, telephone number and contact person with title and email address. If the name of the principal owner or the company has changed within the last three years, provide all prior names.

B. Evidence of meeting minimum qualifications as stated under paragraph 1.3 above.

C. Statement the Contractor has made its own examination, investigation, and research regarding the proper method of doing the work under the RFP and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of work to be performed.

D. Statement as to whether or not the Proposer accepts, or has exceptions, revisions, or additions to the

standard Professional Services Contract Terms and Conditions presented in Attachment 3 of this Solicitation. Include an explanation as to why such exception, revision, or addition is requested. It will be up to the discretion of the County whether or not to accept changes to the standard Contract terms and conditions requested if no objections are included.

**TAB SECTION #1 - Technical Submission:**

**A. Summary of Company's Qualifications and Experience:**

Include the following information in this section, which shall not exceed five (5) pages.

Provide a narrative with general information about the company including:

- A description and history of the company including general expertise and experience, size, facility, available resources (equipment, labor, subcontractors, etc.), and service locations.
- A list of current applicable state and federal permits, licenses, certifications, accreditations, and/or credentials for the company and company's employees or other entities that demonstrate competency for the work that will be performed under the Contract.
- A list of infractions or violations cited by the Washington State Departments of Ecology or Agriculture, and any other regulatory agency over the past five years for the company, principal, and applicators. The thoroughness of the list will be verified with the Department's records. Any error or omission may be used as a basis for disqualification.
- A copy of the company's Certificate of Insurance or evidence that Liability Limits can be met.
- Any additional information the Proposer feels is relevant to the general qualifications of the Proposal.

**B. Project Experience/Past Performance (References):**

Include the following information in this section, which shall not exceed two (2) pages for Project Experience and (2) pages for Past Performance for a total of four (4) pages per reference.

Information to be submitted on Attachment 4 – RECENT RELEVANT PROJECT EXPERIENCE/PAST PERFORMANCE FORM.

(1) COMPANY'S EXPERIENCE: Submit three (3) recent, relevant service projects by completing Attachment 4, Page 1.

**Recent** is defined as projects that are on-going or have been completed within the last 5 years of the date of issuance of this RFP that have been executed by the Proposer and its team members as a prime Contractor.

**Relevant** is defined as projects of similar size, scope, and complexity to the services in this solicitation. Specifically, similar projects are characterized as nuisance and noxious aquatic plant control projects for private and public clients and experience in the use of aquatic pesticides and herbicides on the County-Approved List (<http://www.co.thurston.wa.us/health/ehipm/aquaticreview.html>).

(2) COMPANY'S PAST PERFORMANCE: Proposer will submit a completed Past Performance Questionnaire (PPQ) on each of the three (3) service projects submitted under paragraph (1) above. Proposer shall have the project owner/reference complete Attachment 4, Page 2 of the form using the adjectival rating prescribed in Attachment 4, Page 3. Proposers should ensure correct phone numbers and email addresses are provided for the client point of contact. If the Proposer is unable to obtain a completed PPQ from a

client prior to the Proposal due date, submit the PPQ with the Proposal indicating attempts to obtain the information.

Note: Thurston County reserves the right to contact other references.

**C. Key Personnel:**

Submit resumes of all personnel to be assigned to the team in support of this project. Resumes shall be limited to 2 pages per resume (not including attachments) and include at a minimum:

- Job titles
- Years of Experience
- Years with the Company
- Education
- Professional Certifications (attach certificates) including WSDA Pesticide License number
- Role/Responsibility on this project
- Experience on previous similar projects

Resumes may be submitted on Attachment 5 – Personnel Resume Format or similar format.

**D. Proposed Work Plan:**

Include the following in this section which shall not exceed 10 pages:

- (1) Describe approach to the work addressing application method for both phases and estimated quantities.
- (2) Describe detailed method for distributing and posting information to inform affected parties.
- (3) Identify risks and how they will be mitigated.

**TAB SECTION 2 - Pricing Submission:**

A. Submit prices on Attachment 1 – Price Schedule (Bid Sheet).

B. Submit a break-out of costs by task including Material/Product, Equipment, Labor Classification, Unit Prices/Rates, Quantity/Hours and Extended amounts for:

- (1) Phase 1 – whole lake Alum treatment
- (2) Phase 2 – partial lake Phoslock treatment in depths greater than 12 feet
- (3) Include buffer for alum commensurate with the pounds proposed for use in the lake

C. Complete the Proposal Certification and acknowledge all Amendments.

**SECTION 5 - EVALUATION AND SELECTION**

This section describes the method the County will use to evaluate Proposals received in response to this solicitation.

**5.1 INITIAL SCREENING OF PROPOSALS**

All Proposals will be initially screened for responsiveness and the minimum qualifications outlined in this solicitation. Those Proposals that do not clearly meet the minimum qualifications may be considered nonresponsive and may not be further evaluated.

**5.2 EVALUATION CRITERIA**

The County will evaluate and score the Proposals based on the following criteria:

EVALUATION CRITERIA	POINTS POSSIBLE
<p><b>Company’s Qualifications and Experience</b></p> <p>Company has the expertise and experience that meet the needs of the County.</p> <p>Company has the appropriate resources (facilities, size, labor, equipment and location) to efficiently provide services in a timely manner.</p> <p>Company has no infractions/violations issued by Department of Ecology or Department of Agriculture.</p>	20
<p><b>Project Experience/Past Performance (References)</b></p> <p>The Proposer has recent relevant experience and a history of good past performance.</p>	10
<p><b>Key Personnel</b></p> <p>The qualifications of the Proposer, any subcontractors, and key personnel assigned to this project meets/exceeds the needs of the County.</p>	15
<p><b>Approach to Work</b></p> <p>The Proposer’s approach to the work demonstrates an understanding of the scope of work, including compliance requirements; awareness of risks; and other related matters.</p>	25
<p><b>Cost</b></p> <p>The Proposer’s cost for the work is reasonable, reflects an understanding of the scope and is an exceptional value for the approach to the work.</p>	30
<b>Total Points</b>	<b>100</b>

**5.3 INTERVIEWS**

Interviews will be held at the sole option of the County. Proposers selected for interviews will be selected at the sole discretion of the County. If interviews are conducted, selected Proposer should plan to have the identified key personnel assigned to the project team make the presentation. Selected Proposers may be asked to provide supplemental or additional information for review by the evaluation committee prior to the interviews. The interviews may be conducted electronically.

**5.4 EVALUATION PROCESS**

The County will evaluate and rank the Proposals according to the evaluation criteria in Section 5.2. If interviews are held, then the County will score the companies interviewed and conduct a final evaluation and ranking of the Proposers based on the criteria listed in Section 5.2 and interviews.

**5.5 SELECTION AND NEGOTIATION**

The County will select the highest-ranked qualified Proposer based on the criteria and evaluation process outlined above. The County will initiate negotiations (as necessary) with the Proposer who, in the sole opinion of the County, best meets the County’s needs as outlined in this solicitation.

The County intends to award without discussions/negotiations based on the pricing submitted with the Proposal but reserves the right to hold discussions/negotiations with the highest ranked Proposer on any aspect of the Contract and/or fee schedule for purposes of executing the Contract.

Although the County may open discussions with the highest-ranked Proposer, consideration or negotiations resulting in a Contract are not guaranteed. If the County is unsuccessful in negotiating with the selected Proposer or if negotiations do not proceed in a timely fashion, the County reserves the option to terminate negotiations and proceed with the next-highest ranked Proposer, and so on, until an agreement is reached with one of the Proposers or the process is terminated.

**5.6 BOARD APPROVAL AND CONTRACT EXECUTION**

The County will be required to make a recommendation to and obtain approval from the Board of County Commissioners prior to any Contract award.

Once the County has finalized and issued a Contract for signature, the successful Contractor must sign the Contract and provide any outstanding documents, including, but not limited to, certificates of insurance and W-9 (or equivalent). The County will sign the Contract only upon receipt of all required documents.

**SECTION 6 - CONTRACT TERMS AND CONDITIONS**

Attachment 3 is a sample of the Contract that will be entered into between Thurston County and the successful Proposer with incomplete information to be added based upon the final negotiations between the County and the successful Proposer. Proposers who want additional or modified Contract terms must include the requested change(s) in their initial Proposal in order for the change(s) to be subsequently considered. Note that any Contract negotiated between the County and a successful Proposer is subject to review by a County attorney from the Thurston County Prosecuting Attorney’s Office and approval by the Board of County Commissioners prior to being submitted to that Proposer for signature and final execution by the County.

**6.1 INSURANCE**

Contractor will be required to maintain at their own expense during the term of service provision the following insurance (minimum requirements):

<b>TYPE</b>	<b>LIMIT</b>
Workman's Compensation	Statutory
Professional Liability Insurance	\$2,000,000 each occurrence
Commercial General Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability (combined bodily injury/property damage)	\$500,000 each accident

Pollution/Environmental Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate
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A current Certificate of Insurance executed on the appropriate form must be submitted prior to execution of the Contract.

**6.2 COMPLIANCE WITH LAWS**

All work must be performed in accordance with applicable federal, state, and local regulations. This includes, but is not limited to, all transportation, environmental, health, and safety regulations.

**6.3 RECORDS**

Contractor must agree at such time and in such form as the County may require to furnish the County reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to the Contract Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by the Agreement. Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.

## ATTACHMENT 1 – PRICE SCHEDULE

### Long Lake Phosphorus Mitigation for Algae Control

Item	Description	Amount
1	Phase 1 – Whole Lake Alum Treatment  Provide attached detailed break-out of costs	\$ _____
2	Phase 2 – Partial Lake Phoslock Treatment  Provide attached detailed break-out of costs	\$ _____
	<b>Total Item 1 &amp; 2</b>	\$ _____

The undersigned hereby certifies that they have examined and have read and thoroughly understands the Sample Contract including insurance requirements and the method by which payment will be made for said work.

Company Name: \_\_\_\_\_

Company Representative Name & Title: \_\_\_\_\_

BY: \_\_\_\_\_ ↔ Sign here

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**(NOTE: Signature is required for Proposal to be valid)**

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

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**ALL OFFERORS MUST COMPLETE THIS SECTION**

Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

By \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

By \_\_\_\_\_

## ATTACHMENT 2

# Statement of Work

03/23/2022

## Long Lake Management District Long Lake Phosphorus Mitigation for Algae Control

### 1.0 PURPOSE

Thurston County Department of Public Works is seeking a qualified and commercially licensed aquatic pesticide applicator to provide algae control treatment in Long Lake and follow all notification and reporting requirements.

### 2.0 BACKGROUND

Long Lake is a eutrophic and urbanized lake that is third in a trifecta of lakes draining to Woodland Creek. Long Lake is approximately 330 acres in size, with two equally sized large basins (referred to as the North and South Basins) connected by a narrow channel. Located in suburban Lacey, WA, it has many small coves and canals, along with large wetland areas. Water flows into Long Lake from the south through a series of wetlands and small channels from Pattison Lake, then out to other small lakes and Woodland Creek. Other water sources for Long Lake are groundwater, springs, precipitation, and stormwater flow. The average depth of Long Lake is six meters, with variable depths throughout both basins. The lake experiences seasonal stratification during the warmer months. Typically, during these periods of stratification and during initial fall lake turnover is when algae blooms in Long Lake reach their peak before dissipating.

Long Lake has a history of algae issues and treatment to mitigate and lessen the severity of the blooms.

In 2008 a partial lake Aluminum sulfate (alum) treatment was applied in the South Basin only. The effects of this Alum treatment have dissipated. In 2020 Long Lake experienced the most severe and pronounced algal bloom to date, restricting recreation and forcing homeowners inside to escape the foul odor of decaying algae that persisted for months. The bloom started in early spring 2020 and persisted into February 2021.

The algae management strategy in 2021 was to utilize Alum and Phoslock in a whole lake and partial lake treatment to sequester phosphorus available to algal cells and prevent algal blooms from forming.

Phase one was an entire lake stripping treatment for both the North and the South Basin in the spring. Approximately 240 surface acres were treated with Aluminum sulfate with a pH buffer on hand if needed.

Phase two was a Phoslock treatment in areas of the lake deeper than 12 feet that experience stratification in the warmer months to target phosphorus precipitation from the lake sediment during stratification periods.

Despite treatment efforts, the fall lake turnover algae bloom still occurred, indicating a change in dosage and strategy in 2022.

Algal toxins are a major concern in Long Lake. In 2020 a total of twenty algae samples were collected by Thurston County Environmental Health and were sent to the King County toxin laboratory for

microcystin and anatoxin-*a* testing. Three of these samples yielded results for microcystin toxins well above the state guidelines for human health. The Washington State water quality guidelines for acceptable microcystin levels is 8 µg/L, microcystin levels reached 496 µg/L in August 2020, far above the state recreational guideline and forced closure of the lake.

In 2021 a total of eleven algae toxins were collected and sent to the King County toxin laboratory for microcystin and anatoxin-*a* testing. Two of these samples exceeded the state guidelines for microcystin toxin indicating that further phosphorus sequestration is necessary for control of cyanobacterial blooms.

Phosphorus is prevalent in the water column during periods of stratification. Historical and current Total Phosphorus data is available electronically from Thurston County Environmental Health and show recurrent high phosphorus levels during the warmer months. These data are available at <https://www.co.thurston.wa.us/health/ehrp/annualreport.html> The goal of this project is to continue sequestering the available phosphorus in the water column to provide longer term algae management and reduce the frequency and intensity of algal blooms in 2022 and beyond.

### **3.0 SITE PARTICULARS**

#### **A. Hours of Operation**

Work shall be conducted during standard business hours Monday through Friday 7am to 5pm. Weekend work will not be permitted due to heavy recreational use of the lake. The work season is expected to be **late spring and could conclude mid-summer**.

#### **B. Security/Access**

The lake can be accessed from a public Fish and Wildlife boat launch. Contractor will be responsible for obtaining a permit from the Washington Department of Fish and Wildlife, Region 6, Lands Program Manager, Habitat Management Program to use the public boat ramps for the duration of the projects. The public Fish and Wildlife boat launch is the only source of lake access for the Contractor.

### **4.0 COUNTY PROVIDED INFORMATION**

Thurston County will provide ARCGIS shapefiles to the Contractor for selected treatment zones. Complete work orders will also be provided to the Contractor.

### **5.0 SCOPE OF SERVICES**

The Contractor shall provide all materials, equipment and labor necessary to perform the posting of project areas to meet regulatory requirements and all activities associated with aquatic pesticide applications of Alum sulfate and Phoslock to Long Lake.

The algae management strategy in 2022 will utilize Alum and Phoslock in a whole lake and partial lake treatment to sequester phosphorus available to algal cells and prevent algal blooms from forming.

Phase one will entail an entire lake stripping treatment for both the North and the South Basin in spring 2022. Approximately 310+ surface acres will be treated with Aluminum sulfate with a pH buffer on hand if needed.

Phase two will entail Phoslock treatment in areas of the lake deeper than 12 feet and experience stratification in the warmer months to target phosphorus precipitating from the lake sediment during stratification periods.

Sediment testing will be a requirement of this Contract to help inform dosage rates for Alum and Phoslock.

Repeat Treatment in the fall months prior to turnover may be required. Testing of soluble reactive phosphorus throughout the season will be conducted by Thurston County to determine phosphorus levels in the water. The results of testing will determine whether a second partial dose will be necessary prior to fall turnover.

Contractor will be responsible for communication with Thurston County to follow the work plan, mobilization on the lake, all shoreline notifications, procurement of Alum, buffer and Phoslock and application of these products on the Lake at application rates compliant with the Department of Ecology Aquatic Plant and Algae Management General Permit (APAM) will be the responsibility of the Contractor. Thurston County Public Works has current coverage under APAM permit and will be responsible for end of year reporting and water testing required following an aluminum sulfate treatment. More information on phosphorus sequestration requirements under this permit is available on Ecology's website at

<https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Aquatic-pesticide-permits/Aquatic-plant-algae-management>

**The tasks required for this 2022 Contract include, but are not limited to the following:**

1. Comply with all laws, regulations, permits, conditions, requirements, and Thurston County IPM Policy ([http://www.co.thurston.wa.us/health/ehipm/ipm\\_cntyimp.html](http://www.co.thurston.wa.us/health/ehipm/ipm_cntyimp.html)) related to these projects, including posting affected parcels, and notifying all affected property owners.
2. Using digital ARCGIS maps, shapefiles, and bathymetry provided by Thurston County, use high accuracy GPS equipment to treat areas during product application and provide documentation of treated areas, if requested.
3. In selected areas, apply the phosphorus sequestration products in a manner that ensure that aquatic life is not adversely impacted. This will require use of Bathymetry data to accurately calculate pounds or gallons of the product used across the treatment areas and consistent monitoring of pH during treatment to adjust buffer when applying alum. Monitoring the pH of the water during application is a requirement of this Contract.
4. Apply Aluminum sulfate and Phoslock in a safe manner that complies with all permits and achieves the desired concentrations in treatment sites as agreed upon between the Contractor and County staff.
5. Maintain contact with County staff to report issues or problems and to provide expertise in project planning.

## **6.0 PERMITS**

Thurston County has existing permit coverage from the Washington State Department of Ecology's Aquatic Plant and Algae Management Permit for discharges associated with the control of nuisance and noxious submerged aquatic vegetation and phosphorus sequestration projects in Washington State. Permit coverage has been extended to the 2021-2026 Permit.

The County shall be responsible for the initial Business and Residential Notifications for each control season. The Contractor shall be responsible for complying with all other conditions and requirements including shoreline posting, public notifications and providing documentation to the County of compliance with Ecology's permit. The Contractor shall also provide copies of both Ecology's and the provided Washington State Department of Agriculture's herbicide application reports to the County as applications proceed, and copies of the final state reports within a month following the last treatment. Although Alum and Phoslock are not herbicides, reporting daily usage of these products in a manner compliant with WSDA herbicide application records are required. Thurston County will issue work orders (appendix i) for each treatment area on the lake as recommended by the Contractor.

## **7.0 DURATION/WORK ORDERS**

The period of performance of this Contract will be from date of execution of the Contract to December 31, 2022. Contractor will work with County staff to determine the best time to begin treatment based on biological activity in the lake. Work orders will be issued once treatment dates are agreed upon by the Contractor and County staff.

### **A. Work Order Procedure:**

1. Aquatic Resource Specialist will issue a request for proposal to Contractor for a delineated area/treatment zone of the lake requiring service.
2. Contractor will submit a proposed scope, schedule, and price for the effort. Proposed price shall provide sufficient detail to include estimated quantities for product, equipment and labor at the pre-negotiated rates provided in the Rate Schedule incorporated into the Contract.
3. Thurston County Noxious Weed and Lakes Management Division will review Contractor proposal and either accept or reject the proposal.
4. Thurston County will issue an authorization to proceed with the Work Order.

### **B. Payments:**

1. Invoices are to be submitted within 30 calendar days from completion of the work.
2. Invoices are to be sent via email to the Thurston County Public Works Accounts Payable address: [PWAP@co.thurston.wa.us](mailto:PWAP@co.thurston.wa.us). The email subject line should include the Contract # and Work Order # to identify the invoice.
3. Invoices will be verified against the work order.
4. Payments will be made within 30 calendar days from receipt of a proper invoice.

**Figure 1.** Map of potential treatment areas on Lawrence Lake



APPENDIX I

**AQUATIC PESTICIDE APPLICATION RECORD**

NOTE: This form must be completed the same day as the application and retained for seven years (Ref. Chapter 17.21 RCW)  
 Copy of completed application record must be submitted to Thurston County Noxious Weed Control within 72 hours of application

Date of application: \_\_\_\_\_  
 mm/dd/yyyy

Contractor Information

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Applicator's Name & License #: \_\_\_\_\_

Applicator's Name & License #: \_\_\_\_\_

Applicator's Name & License #: \_\_\_\_\_

Pesticide application provided for:  
 Thurston County Noxious Weed Control  
 11834 Tilley Road S.  
 Olympia, WA 98512  
 360-786-5576 (phone)  
 tcweeds@co.thurston.wa.us



**NPDES PERMIT #** \_\_\_\_\_

**Location Information**

1. Water Body Name	Exact Location, including Description of Treatment Area (Maps must be attached)	Target Species	Site ID#	Workorder#
1.				
2.				

**Pesticide information (List all information for each pesticide, including any adjuvants used)**

Full Product Name	EPA Registration No.	Concentration Rate Applied (% ppm, ppb, etc.)	Amount of Product (Concentrate) applied (oz)	Total amount of mix or RTU product applied (gal. or lbs.)	Amount of Product applied per acre	Total area treated in this application

**Application information**

1. Application Method	Apparatus License Plate Number	Temperature °F	Wind direction & est. speed	Start Time
2. Type of Equipment Used				Stop Time
1.				
2.				

**Miscellaneous information**

**Attach map of treatment area to this page**

## ATTACHMENT 3

### PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY / [CONTRACTOR].

[Long Lake Phosphorus Mitigation for Algae Control]

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, WA 98502, hereinafter "**COUNTY**," and **[NAME OF COMPANY]**, with its principal offices at [contractor address], hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

#### 1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below and shall terminate on [December 31, 2022].

#### 2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

[herbicide application to aquatic submerged vegetation in Lake Lawrence and required reporting documentation.]

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall prepare and present status reports on its work.

#### 3. SERVICES PROVIDED BY THE COUNTY

Contract No.:  
Project Title:

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services documents, or other information identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:

Name of Representative: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

- b. For COUNTY:

Name of Representative: Paula Cracknell

Title: Aquatic Resource Specialist

Mailing Address: 9605 Tilley Rd S

City, State and Zip Code: Olympia, WA 98512

Telephone Number: 360-628-1420

Fax Number: \_\_\_\_\_

E-mail Address: [paula.cracknell@co.thurston.wa.us](mailto:paula.cracknell@co.thurston.wa.us)

5. **COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **\$[160,000.00]**.

Contract No.:  
Project Title:

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the Contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

## **6. AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any, and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

## **7. HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S

Contract No.:  
Project Title:

obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

## 8. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than **[\$2,000,000]** per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self- insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than **[\$1,000,000]** per loss. The general aggregate limit shall apply separately to this Contract and be no less than **[\$2,000,000]**.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Pollution Liability Insurance** shall be written on a Contractor's Pollution Liability form or other form acceptable to County providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than **[\$2,000,000]** per claim and aggregate.

e. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than **[\$500,000]** each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.

f. **Other Insurance Provisions:**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees, and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.

- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

**i. Verification of Coverage and Acceptability of Insurers:** The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

## 9. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

## 10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or company without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or company, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

## 11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

## 12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control overall its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

## 13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

## 14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

## 15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

**16. OWNERSHIP OF MATERIALS/WORK PRODUCED**

a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

**17. DISPUTES**

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY’S Contract representative or designee. All rulings, orders, instructions, and decisions of the COUNTY’S contract representative shall be final and conclusive, subject to the CONTRACTOR’S right to seek judicial relief pursuant to Section 18.

**18. CHOICE OF LAW, JURISDICTION AND VENUE**

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

**19. SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

Contract No.:  
Project Title:

**20. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**21. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

**The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.**

CONTRACTOR: \_\_\_\_\_ Thurston County, Washington

Company: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ Jennifer D. Walker  
Public Works Director

Signature: \_\_\_\_\_  
(Authorized Representative)

Date \_\_\_\_\_ Date \_\_\_\_\_

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

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

\_\_\_\_\_  
**Approved as to Form by the Prosecuting Attorney's Office**  
Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT  
THURSTON COUNTY/ **[CONTRACTOR]**  
**[Long Lake Phosphorus Mitigation for Algae Control]**

**SCOPE OF SERVICES**

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

**[Pesticide application of Alum sulfate and Phoslock to control Algae in Long Lake]**  
**[list scope of services or tasks to be performed]**

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

**[list scope or tasks to be performed]**

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT  
THURSTON COUNTY/ **[CONTRACTOR]**  
**[Long Lake Phosphorus Mitigation for Algae Control]**

**COMPENSATION**

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

**[state lump sum amount and additional break-out if available]**

SAMPLE

**ATTACHMENT 4**  
**Long Lake Phosphorus Mitigation Algae Control**  
**RELEVANT PROJECT/SERVICES EXPERIENCE**  
 This section to be completed by **Proposer**

<b>Project/Services Title:</b>	<b>Dates of Service:</b>
<b>Location:</b>	<b>Original Contract Amount: \$</b> <b>Final Contract Amount: \$</b>
<b>Contract Type:</b> _____ <b>Firm Fixed Price</b> _____ <b>Cost</b> _____ <b>Other (Specify)</b>	<b>Number of Change Orders:</b>  <b>Total Dollar Value of Change Orders: \$</b>
<b>Primary</b> _____ <b>Subcontractor</b> _____	<b>Complexity of Project/Service</b> _____ <b>Difficult</b> _____ <b>Routine</b>
<b>Reference/Owner Contact Information:</b>	
<b>POC Individual Name</b>	<b>POC Title</b>
<b>POC Organization Name</b>	<b>POC Address</b>
<b>POC Phone Number</b>	<b>POC Email</b>

**Summary of Actual Performance Under Scope**

Describe type of work, tasks performed, and challenges to demonstrate relevant experience characteristics similar to Thurston County Public Works Water Resources Division, Long Lake Phosphorus Mitigation Algae Control Services under the RFP.

**ATTACHMENT 4**  
**Long Lake Phosphorus Mitigation Algae Control**  
**PAST PERFORMANCE QUESTIONNAIRE**

**Reference/Owner to complete this section of the form and return to the Proposer. Reference/Owner may also send the entire form to the Purchasing Agency directly.**

*NOTE: Please use adjectival ratings from attached sheet.*

Evaluation Factor	Comments (Attach additional sheets, if necessary.)	Rating
a. Quality of Work		
b. Schedule		
c. Cost/Budget Control		
d. Management/Business Relations		
e. Regulatory		
f. Customer Satisfaction		

<p>Would you select this company again? Please explain. (Attach additional sheet if necessary.)</p>          	
<p>Name &amp; Date:</p>	<p>Title:</p>

## ATTACHMENT 4

### Long Lake Phosphorus Mitigation Alga Control

#### PAST PERFORMANCE RATING GUIDELINE

**Rating: Exceptional**

Definition: Performance meets contractual requirements and exceeds many to the project owner's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

Note: To justify an Exceptional rating, identify multiple significant events and state how these events were of benefit to the project owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating.

**Rating: Very Good**

Definition: Performance meets contractual requirements and exceeds some to the project owner's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

Note: To justify a Very Good rating, identify a significant event and state how it was a benefit to the project owner.

**Rating: Satisfactory**

Definition: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems that the Contractor recovered from without impact to the contract or order.

**Rating: Marginal**

Definition: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.

Note: To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming, and state how it impacted the project owner. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

**Rating: Unsatisfactory**

Definition: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

Note: To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming, and state how these events impacted the project owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

NOTE 1: N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.

**ATTACHMENT 5**  
**Long Lake Phosphorus Mitigation Alga Control**

**KEY PERSONNEL RESUME FORMAT**

Provide information, listed below, on separate sheets showing qualifications of each key personnel individual assigned to the project.

(a) Name:

\_\_\_\_\_

(b) Current Position/Title:

\_\_\_\_\_

(c) Proposed Assignment on the Services Contract, including specific duties to be performed:

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

(d) No. of Years in Same Assignment as Proposed on the Contract \_\_\_\_\_

(e) Name of Your Company \_\_\_\_\_

(f) No. of Years: With this Company \_\_\_\_\_ With other Companies \_\_\_\_\_

(g) Education:

Degree(s) earned: \_\_\_\_\_

School attended: \_\_\_\_\_

Year Degree granted: \_\_\_\_\_

Degree field/specialization: \_\_\_\_\_

Specialized Training: \_\_\_\_\_

(h) Active Registration/Professional License/Certification, if any:

Type: \_\_\_\_\_ No. \_\_\_\_\_, State(s) \_\_\_\_\_, First Year/ Current Year \_\_\_\_\_/ \_\_\_\_\_

(i) Describe Your Specific Experience and Qualifications Relevant to the Services in the RFP:

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

(j) Provide the following for three (3) relevant project/service examples:

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

Project Location: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_

Project Size: \_\_\_\_\_

Position Held: \_\_\_\_\_

Duties performed: \_\_\_\_\_

Company employed with during Project: \_\_\_\_\_

**Attachment 6**  
Long Lake Phosphorus Mitigation Algae Control

**CERTIFICATION**

The undersigned hereby certifies that they have examined and have read and thoroughly understands the Sample Contract including insurance requirements and the method by which payment will be made for said work.

Company Name: \_\_\_\_\_

Company Representative Name & Title: \_\_\_\_\_

BY: \_\_\_\_\_ **⇐ Sign here**

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**  
**(NOTE: Signature is required for Proposal to be valid)**

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

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**ALL OFFERORS MUST COMPLETE THIS SECTION**

Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_ By \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_ By \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_ By \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_ By \_\_\_\_\_