



STATEWIDE CONTRACT

No. 12922

GEOTECHNICAL DRILLING SERVICES

REGION: EASTERN

COUNTIES: Okanogan, Ferry, Pend Oreille, Stevens, Chelan, Douglas, Lincoln, Spokane, Grant, Kittitas, Adams, Yakima, Franklin, Whitman, Benton, Garfield, Columbia, Asotin, Walla Walla, and Klickitat

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

CRUX SUBSURFACE, INC.

Dated October 26, 2022

STATEWIDE CONTRACT
No. 12922
GEOTECHNICAL DRILLING SERVICES
REGION: EASTERN

This Washington Statewide Contract (“Statewide Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Crux Subsurface, Inc., a Delaware Corporation (“Contractor”) and is dated and effective as of October 26, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including statewide contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these statewide contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing regional Statewide Contracts for Geotechnical Drilling Services that are designed to enable eligible purchasers to procure specified Geotechnical Drilling Services from awarded Contractors, on a regional basis, in a cost-effective, efficient manner using the terms and conditions of the Statewide Contract.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 12922 dated August 30, 2022 for Geotechnical Drilling Services.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- E. Enterprise Services has determined that entering into this Statewide Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Statewide Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Statewide Contract is twenty-four (24) months with potential for a forty-eight (48) month performance-based extension, commencing October 26, 2022, and ending October 25, 2024; *Provided*, however, that if Contractor is not in default and if, by October 25, 2024, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals for

contract extension, Enterprise Services shall extend the term of this Statewide Contract, by written amendment, for up to forty-eight (48) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Statewide Contract. To earn the performance-based Statewide Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Specifications:	Meet the required specifications for Geotechnical Drilling Services with no violations. See Exhibit A - Specifications for Geotechnical Drilling Services.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Statewide Contract. See <i>Exhibit C – Insurance Requirements</i> at § 4.
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Statewide Contract term, Contractor will not be eligible for a performance-based extension.
Statewide Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Statewide Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter’s end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Statewide Contract term, Contractor will not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Statewide Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University

- Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. CUA PARTIES. Any of the following types of entities that have executed a Statewide Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Statewide Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Statewide Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.
- (a) Goods. For purposes of this Statewide Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Statewide Contract and as identified in the Purchase Order.
 - (b) Services. For purposes of this Statewide Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Statewide Contract and as identified in the Purchase Order.
 - (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Statewide Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF STATEWIDE CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Statewide Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Statewide Contract.
- 3.3. ECONOMIC ADJUSTMENT. Beginning twenty-four (24) months after the effective date of this regional Statewide Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B – Prices* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of September each year. Prices shall be adjusted on November 1. If an index is recoded (i.e.,

the recoded index is a direct substitute for the prior index according to the BLS), this Statewide Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

Indexes to be used will be averaged by these categories:	
Description	PPI
Building related engineering projects	PCU5413305413301
Total mining, utilities, and manufacturing industries	PCUAMUM--AMUM--
Total mining industries	PCUOMIN--OMIN--

- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Statewide Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 3.5. **STATEWIDE CONTRACT INFORMATION.** Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Statewide Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Statewide Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Statewide Contract and at the time any order is placed pursuant to this Statewide Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 4.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Statewide Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Statewide Contract.
- 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

- 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Statewide Contract and the three (3) year period immediately preceding the award of the Statewide Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Statewide Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.10. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Statewide Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.11. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.12. STATEWIDE CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Statewide Contract with eligible Purchasers and to ensure that those

entities that utilize this Statewide Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

- 4.13. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Statewide Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.14. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Statewide Contract.
- 4.15. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Statewide Contract.
- 4.16. STATEWIDE CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Statewide Contract or a similar contract, is transitioned to another contractor (e.g., Statewide Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Statewide Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Statewide Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at

Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

- 5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
- 5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.
- 5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its

actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.

5.8. **TECHNICAL SUPPORT.** During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. **REGULATORY REQUIREMENTS/SAFETY.** Goods/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods/Services.

6.2. **MATERIAL SAFETY DATA SHEETS.** As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.

6.3. **CLEAN-UP.** Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

6.4. **HAZARDOUS MATERIALS.** If Contractor uses chemicals or any potentially hazardous materials in the performance of Services, Contractor assumes responsibility for any loss, release, or environmental incident arising out of Contractor's unloading, discharge, storage, handling, or disposal of any chemical or container holding potentially hazardous materials, including the use of potentially hazardous material alone or in combination with other substances, and for Contractor's noncompliance with any related laws or regulations.

(a) In the event that the Contractor has visual or olfactory indications of hazardous materials on the project site, then the Contractor shall:

- Cease work in the affected area and inform the Drill Inspector,
- Remove the drilling equipment and decommission the boring as required per WAC 173-160,
- Decontaminate all tooling with an anionic detergent and water,
- Label all the containers with the project site, substance, boring location & number, and date,
- When the nature of the substance has been determined the containers shall be labeled per USDOT labeling regulations (49 CFR 173.2).
- Secure and move the containers to a secure location designated by the Drill Inspector.
- Provide 40-hour Hazardous Trained to the required level of the investigation or job requirements for environmental investigations.

6.5. **ACCIDENT AND INJURY REPORTING.** If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury

involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.

- 6.6. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.
- 6.7. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Statewide Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Statewide Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Statewide Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Statewide Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Statewide Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE STATEWIDE CONTRACT – PURCHASES.

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Statewide Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Statewide Contract number. The terms of this Statewide

Contract shall apply to any Purchase Order, and, in the event of any conflict, the terms of this Statewide Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Statewide Contract.

- (a) Projects with WSDOT-All work under the Contract must be accompanied by a letter signed by the State Materials Engineer, or his respective designee, which shall specify the type of work to be accomplished, the location of the work, the period of time available for the work and any required materials.

8.2. DELIVERY/PERFORMANCE REQUIREMENTS. Contractor must ensure that the Goods/Services are delivered, provided, and/or performed as required by this Statewide Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

- (a) Contractor shall ship all Goods and/or Services purchased pursuant to this regional Statewide Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- (b) Contractor will be responsible for supplying the Purchaser with the required Department of Ecology "Start Cards" and "Completed Well Reports" in conformance with [WAC 173-160-050](#) and [WAC 173-160-055](#); Contractor is responsible for all associated.

8.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Statewide Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Statewide Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

- (a) For projects with WSDOT - At the end of each workday, the Contractor and the Drill Inspector shall reconcile their records of the day's drilling pay quantities and a copy of the Contractor's Drill Hole Log (drilling field log) with a tabulation of the quantities for each item specified in Exhibit B – Prices for Goods/Services. Both the Contractor and the Drill Inspector shall sign the State's payment record (WSDOT daily pay quantities log).

8.4. DRILL/SAMPLE REQUIREMENTS.

- (a) Work shall consist of drilling and sampling in soil and rock, and installing geotechnical instrumentation as required.
- (b) Borings shall be made at the locations as directed by the Drill Inspector. Depth of the boreholes will be as determined by the Drill Inspector

- (c) All drilling equipment and tools to be used shall be capable of completing the test holes and installing the geotechnical instrumentation and shall have been maintained in good operating condition prior to being mobilized to the site.
- (d) Contractor shall repair or replace any nonfunctioning drilling equipment and all other equipment and tools used at a job site so not to cause a delay to the purchaser at no additional cost to the purchaser and within 24 hours. Contractor shall not charge Stand-by Time while waiting for equipment to be fixed.
- (e) If the Contractor elects to utilize more than two drilling rigs concurrently, the Contractor shall provide the Purchaser one-week advance notice unless the Purchaser accepts a shorter notice. Contractor shall provide the following information 1) the number of additional drill rigs, and 2) the period of time they will be utilized.
- (f) Contractor to ensure all drilled holes remain open for application, this may require casing to prevent caving.
- (g) Rock Coring and Sampling, where rock is to be cored, the Contractor shall use H series or larger split inner tube core barrels (triple tube) in accordance with ASTM D 2113. Rock cores retrieved will be stored in waxed cardboard core boxes supplied by the Contractor. Purchaser will determine the number of required core boxes for the specific job.
- (h) The method and procedure of soil sampling shall be by driven Split spoon sampler (ASTM D 1586) or other sampler as approved by the Drill Inspector.
- (i) Samples shall be taken in soil at intervals of 5 feet (or at intervals requested by the Drill Inspector and at each change in formation or material type as directed by Drill Inspector.
- (j) Standard Penetration Testing (SPT) will be conducted using a 2-inch (O.D.) Split spoon sampler driven with a 140-pound weight, free falling 30 inches (ASTM D 1586).
- (k) The drive shoe or the entire Split spoon sampler shall be replaced immediately, if damaged, in such a manner as to cause projection within the interior surface of the sampler. Each drill rig shall be equipped with a minimum of two SPT samplers in good condition.
- (l) In Shelby Tube Samples, thin wall tube samples will be detained (ASTM D 1587) where requested by the Drill Inspector.
- (m) Traps of the flap or spring type shall not be used while conducting the Standard Penetration Test unless authorized by the Drill inspector. A trap may be used as directed by the Drill Inspector to obtain a sample if the sample was lost during the first attempt. Where thin wall tubes are pushed, the down pressure on the drill rig hydraulic system will be recorded. The unit contract price for thin-walled tube samples shall be full compensation for all additional drilling materials, sample tubes, caps, and tools and equipment necessary or incidental to complete the work as specified.

- (n) The soil drilling and rock coring must yield samples that are representative of the actual depth to which drilling has progressed.
- (o) Extra SPT samples beyond those required at 5-foot intervals will be paid for per each sample. The unit contract price shall be full compensation of all additional drilling materials, tools, etc., necessary to obtain these samples.
- (p) Measurement for boring will be by the linear foot of hole drilled as recorded in the drilling log or as measured in place. The unit contract price per linear foot for the items "Soil Drilling and Sampling" (one SPT per five-foot interval) and "Rock Coring and Sampling" shall be full compensation for all drilling work, sampling, hole reaming, casing, materials, tools, and equipment, necessary to or incidental to complete this work as specified.

8.5. OBSERVATION WELLS

- (a) This work shall consist of installing observation wells full depth in those test holes determined by the Drill inspector. The Drill inspector will determine the observation well design requirement. The installation of the observation wells will be performed by a "resource protection well operator" as licensed by the Washington State Department of Ecology ([WAC 173-162](#)).
- (b) Riser pipe shall consist of Schedule 40, 1-inch, 2-inches, and 2.5-inches I.D. PVC pipe. All pipe joints shall be secure and leak proof in accordance with industrial standards and purchaser approval.
- (c) Screened Interval diameter shall be 1-inch, 2-inches, and 2.5-inches I.D. Each screened interval shall have slot size of 0.01 inch and have three rows of slots space at 120 degrees with slot spacing about four slots per inch. The bottom shall be plugged and have a 2 foot unslotted sump. The Drill Inspector will determine screened interval length and depth.
- (d) The sand pack for the observation wells shall consist of Colorado Silica Sand, or Purchaser approved equal, sand shall be clean, hard, and durable. Drill cuttings shall not be used.
- (e) The bentonite chips used to form the seal for the observation wells will be 3/4-inch minus, or Purchaser approved equal.
- (f) Method for installing observation wells shall be as follows:
 - Upon completion of the boring, clean water shall be circulated until the overflow is clear and free of soil particles or drilling fluid, for a minimum of 15 minutes.
 - Insert screened interval and riser pipe through the casing.
 - As the casing is being withdrawn, the annular space between the wall of the boring and the screened interval shall then be filled with a sand pack.
 - Contractor shall exercise caution in the extraction of the casing to maintain sand within the casing at all times.
 - An excessive height of sand within the casing will not be allowed, as it could cause binding against the riser pipe and/or screened interval resulting in lifting the observation well within the casing.
- (g) Observation well pipe height, unless directed otherwise by the Drill inspector, shall be a minimum of 2 feet above the ground surface so to

ensure a sufficient height to prevent any overflow of groundwater into the well, unless a flush mount is required by Purchaser.

- (h) The top of each observation well shall be provided with a cap in which an air hole has been drilled. The Contractor shall provide a locking steel monument case, in accordance with Department of Ecology requirements ([WAC 173-160](#)).
- (i) The Drill Inspector shall inspect and approve each section of observation well pipe and screened interval prior to its installation in the test hole. All pipe joints shall be secure and leak proof in accordance with industrial standards and Purchaser approval.
- (j) The unit contract price per linear foot, (as recorded in the drilling log) for "Observation Wells" shall be full compensation for furnishing all equipment, tools, labor, materials, sand pack, PVC pipe, PVC screened interval, bentonite seal(s), and monument cases, necessary or incidental to complete the work as specified and in accordance with Department of Ecology Standards.
- (k) Contractor shall include installation of vibrating wire piezometer/grout in place at a price per foot of installation when requested by Purchaser. Purchaser will provide all vibrating wire unit(s) to Contractor for installation.

8.6. INSTALLATION OF SLOPE INCLINOMETER CASING

- (a) Contractor is to provide all the necessary materials for installation of the inclinometer casing. The casing should be four-grooved, flush-coupled, 2.75-inch O.D. plastic pipe and approved by the purchaser.
- (b) The inclinometer casing is to be installed in a boring 3.75 inches or more in diameter.
- (c) The inclinometer casing shall be inserted in the boring complete with end plugs and couplings to the required depth and with the grooves in the required orientation, as approved by the Drill inspector.
- (d) The portion of casing in soil or rock shall be grouted in place from the bottom of the hole to the surface. Three methods of installation and grouting will be allowed, unless the Contractor can demonstrate another acceptable method to the Purchaser:
 - Method 1: Installation and grouting of the inclinometer casing would require the drill rods be removed from the test hole after the inclinometer casing is lowered in the test hole with a bottom check valve attached to the bottom of the casing. Grouting is accomplished by pumping grout through the bottom check valve using A/AW rods. The inclinometer casing is to be thoroughly flushed with clean water after grouting when this method is used.
 - Method 2: Method of installation and grouting requires placing the inclinometer casing within the H-size drill rods to the bottom of the hole. Grouting is to be accomplished by alternately pumping grout through the drill rods and pulling rods until the grout has reached near surface level.
 - Method 3: Grout through tremie pipe from the bottom of the boring/installation up.

- (e) The grout shall be a weak cement mixture consisting of three parts lime and one part Type III Portland Cement or Purchaser approved equal.
- (f) The Purchaser will provide and operate an inclinometer monitoring system to check the inclinometer casing after installation, if the Drill inspector deems the hole not satisfactory, then the Contractor will be required to re-drill the hole at with no cost to purchaser.
- (g) Contractor shall provide and install a locking steel monument case in accordance with Department of Ecology requirements ([WAC 173-160](#)). This would include a flush mount protective casing with at least a 2'X2' concrete pad. The flush mount shall have adequate drainage inside the casing to prevent the buildup surface water.
- (h) The unit contract price per linear foot for "Slope Inclinometer Casing" shall be full compensation for furnishing all equipment, tools, materials, grout, Slope Inclinometer Casing, and monument case, necessary or incidental to complete the work as specified. The use of hollow stew auger is not allowed for inclinometer installations.

8.7. HOLE ABANDONMENT

- (a) Contractor shall meet Department of Ecology's requirements when abandoning a drill hole. The unit contract price per linear foot for abandonment of holes shall be full compensation for all equipment, tools, materials, and labor necessary or incidental to complete the work as specified.
- (b) All borings that are not instrumented with piezometers and/or slope indicator casing will be abandoned in accordance with Washington State Department of Ecology regulations ([WAC 173-160-420](#)). The unit contract price per linear foot for abandonment of non-instrumented holes shall be full compensation for all equipment, tools, materials, and labor necessary or incidental to complete the work as specified.

8.8. SPECIAL EQUIPMENT. Any special equipment that is required for a job and that must be rented, such as but not limited to a helicopter, crane, bulldozer, backhoe, excavator, vac-truck, other heavy equipment or industrial equipment may be charged at no more than the rental cost specified in Exhibit B – Price for Goods/Services herein. The fee charge is to cover the Contractor's administrative cost of providing the item and the Purchaser reserves the right to negotiate a lesser amount of the percentage charge on expensive rentals.

8.9. DISPOSAL PROCEDURES FOR WASTE FROM INVESTIGATIVE SAMPLING. This section summarizes the procedures to be followed for management of investigative sampling wastes generated during a Phase II, Phase III and geotechnical evaluations.

- (a) Disposal of sampling wastes is regulated by numerous federal, state, or local laws and procedures. Sampling wastes may include drilling mud, bore cuttings, purge water from wells, soil, other materials from the collection of samples, and solutions used to decontaminate equipment.
- (b) All sampling waste generated during Phase II and Phase III investigations and sampling waste with obvious contamination during geotechnical evaluations should be placed in secure container, labeled, and sampled prior to disposal. Labeling is of prime importance when dealing with known

or suspected contaminated wastes and materials. All containers must have a legible label including the project site, substance, boring location and number, and date. When the nature of the substance has been determined the containers shall be labeled per USDOT labeling regulations (49 CFR 173.2). USDOT labeling regulations (49 CFR 173.2) are maintained at the following website: [USDOT 49 CFR 173.2 Regulations](#).

8.10. MISCELLANEOUS/DEFINITIONS

- (a) Site Mobilization should consist of the moving of all vehicles, equipment, personnel, and materials necessary to complete the work as specified from the Contractor's yard to the job site.
- (b) On-Site Mobilization shall consist of providing access routes, skid trails, working platform and driving, skidding, or otherwise moving machinery into and out of the drill site, as required to complete the work as specified.
- (c) Drill Support shall consist of additional special equipment, tools, materials, etc. that have not been specified herein. This additional work, etc. will be determined and authorized by the Purchaser.
- (d) When deemed necessary and approved by the Purchaser, an extra man for the crew will be allowed to assist the primary members of the drill crew.
- (e) Project Manager hourly rate provides on-site project management to coordinate field activities associated with drilling operations, multiple rig drilling programs or drilling programs that require additional support services for access. The hourly rate includes vehicle, fuel, subsistence, and other normal associated cost.
- (f) Stand-by hourly rate will be allowed when any delay in project activity is due to negligence by the Purchaser (e.g. State Inspector late arrival, utility locates not complete, or change in a drilling program developed after the job start, etc.). Contractor shall receive Purchaser approval for any stand-by charges.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Statewide Contract. Such invoices shall itemize the following:

- (a) Statewide Contract No. 12922;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Date(s) of delivery;
- (e) Applicable Goods and/or Services;
- (f) Invoice amount; and
- (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Statewide Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 9.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Statewide Contract.
- 9.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Statewide Contract. Failure to do so shall constitute breach of this regional Statewide Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.
- 9.7. **PREVAILING WAGES.** This Contract is subject to Washington's Prevailing Wage on Public Works Act ([RCW 39.12](#)). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with [RCW 39.12](#) and the rules promulgated by the Washington State Department of Labor and Industries.
- (a) **WAGE RATES.** Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the

State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the [website](#) for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.

- (b) STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Enterprise Services.
- (c) INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.
- (d) AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.
- (e) COMBINED INTENT/AFFIDAVIT FORMS. Agencies contracting for small public works projects may use a combined intent/affidavit statement at their discretion. These combined forms are only available for public works projects under \$2,500 including tax and limited public works projects under \$35,000 including tax.
 - The combined form may only be used if one payment will be made under the contract and if there are no subcontractors. If the project involves subcontractors or multiple payments, separate statements and affidavits must be filed.
 - **Important:** By using the combined form, the agency assumes liability for any unpaid wages on the project
- (f) LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.
- (g) PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services.

10. CONTRACT MANAGEMENT.

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Statewide Contract. Enterprise Services' contract administrator shall provide Statewide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Statewide Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Jaime Bacon
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8456
Email: jaime.bacon@des.wa.gov

Contractor

Attn: Karen Dawe
Crux Subsurface, Inc.
4308 N Barker Road
Spokane Valley, WA 99027
Tel: (509) 892-9409
Email: karen@cruxsub.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Statewide Contract.
- 10.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Mark Neupert
Crux Subsurface, Inc
4308 N Barker Road
Spokane Valley, WA 99027

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. **STATEWIDE CONTRACT SALES REPORTING.** Contractor shall report total Statewide Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Statewide Contract Sales Reporting System.** Contractor shall report quarterly Statewide Contract sales in Enterprise Services' Statewide Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and

vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.

- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Statewide Contract. If there are no Statewide Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Statewide Contract Sales Reporting. Quarterly Statewide Contract Sales Reports must be submitted electronically by the following deadlines for all Statewide Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	Statewide CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Statewide Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Statewide Contract sales invoiced (not including sales tax) x .015.
- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Statewide Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Statewide Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Statewide Contract, if not already included on the face of the check.
- (d) Contractor’s failure to report accurate total net Statewide Contract sales, to submit a timely Statewide Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to

suspend Contractor or terminate this Statewide Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Statewide Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL STATEWIDE CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Statewide Contract sales report. Such report shall include, at a minimum: the Goods/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Statewide Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Statewide Contract.

12. RECORDS RETENTION & AUDITS.

12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Statewide Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this regional Statewide Contract or final payment for any order placed by a Purchaser against this Statewide Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Statewide Contract or Purchase Orders placed by a Purchaser under this Statewide Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Statewide Contract or final payment for any order placed by a Purchaser against this Statewide Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments

inconsistent with the terms of this Statewide Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods/Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., [RCW Title 51, Industrial Insurance](#)). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Statewide Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Statewide Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, [Title 51 RCW](#). Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under [Title 51 RCW](#) was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Statewide Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Statewide Contract, even if not attributable to negligence by Contractor or its agents.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other

tortious fault, or intentional misconduct under this Statewide Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Statewide Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Statewide Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

16.1. TERMINATION. This Statewide Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Statewide Contract; and (c) as otherwise expressly provided for in this Statewide Contract. This Statewide Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Statewide Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Statewide Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws

materially affects the ability of either party to perform under the terms of this Statewide Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

- 16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Statewide Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Statewide Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Statewide Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Statewide Contract that is executed prior to expiration of this regional Statewide Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Statewide Contract.
- 16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Statewide Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods or Services sold hereunder and all provisions of the Statewide Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Statewide Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this regional Statewide Contract.
- 16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this regional Statewide Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this regional Statewide Contract;
 - (b) Contractor fails to timely report contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due; or
 - (d) Contractor breaches any representation or warranty provided herein.
- 16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this regional Statewide Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such

a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this regional Statewide Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this regional Statewide Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this regional Statewide Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Statewide Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Statewide Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Statewide Contract. Any limitation of either party's obligations under this Statewide Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Statewide Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16.11. PURCHASER PURCHASE ORDERS. Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Statewide Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, [RCW 42.56](#).
- 17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Statewide Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Statewide Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall abide by all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Statewide Contract, such as but not limited to hydraulics permit requirements, shoreline management permits, water pollution control plans, and other permits issued for the projects.
- 18.3. ENTIRE AGREEMENT. This Statewide Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.


- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Statewide Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Statewide Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Statewide Contract and that its execution, delivery, and performance of this Statewide Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Statewide Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Statewide Contract. Contractor and its employees or agents performing under this Statewide Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services, or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 18.8. ASSIGNMENT. Contractor may not assign its rights under this Statewide Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Statewide Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Statewide Contract notwithstanding any prior assignment of its rights.
- 18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Statewide Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Statewide Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Statewide Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods/Services to Purchaser.

- 18.12. SEVERABILITY. If any provision of this Statewide Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Statewide Contract, and to this end the provisions of this Statewide Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Statewide Contract.
- 18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Statewide Contract, nor shall any purported oral modification or rescission of this Statewide Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Statewide Contract shall survive and remain in effect following the expiration or termination of this Statewide Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Statewide Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Statewide Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Statewide Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Statewide Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Statewide Contract. Each party hereto and its counsel has reviewed and revised this Statewide Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Statewide Contract. Each term and provision of this Statewide Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Statewide Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Statewide Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Statewide Contract.

- 18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Statewide Contract in their entirety.
- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Statewide Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Statewide Contract nor the meaning of any provisions hereof.
- 18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Statewide Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Statewide Contract or such other ancillary agreement for all purposes.
- 18.23. COUNTERPARTS. This Statewide Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Statewide Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Statewide Contract.

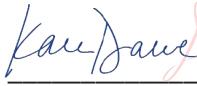
EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 

 Alexander Kenesson
 Its: Procurement Supervisor

CRUX SUBSURFACE, INC.,
a Delaware Corporation

By: 

 Karen Dawe
 Its: Authorized Representative

Digitally signed by Karen Dawe
 Date: 2022.10.24 14:50:20 -07'00'

SPECIFICATIONS FOR GEOTECHNICAL DRILLING SERVICES

Geotechnical Drilling Services Specifications**A. Minimum Contractor Qualifications**

1. Bidder has three years of experience providing services similar in scope as described herein.
2. Bidder maintains equipment and personnel to meet service time frame that is agreed upon with the Contractor and the Purchaser as described herein.
3. Bidder shall be able to provide regional service as described.
4. Bidder has not been cited for significant violations of federal, state or local environmental and safety regulations during the past three years for the services covered under this bid.
5. All onsite Contractor personnel will be 40-hour Hazardous Trained to the required level of the investigation or job requirements.

B. Permits, Reports and Logs

1. For projects with WSDOT (Washington State Department of Transportation)- The Purchaser shall notify the Contractor of the work required under the contract by letter signed by the State Materials Engineer, or his respective designee, which shall specify the type of work to be accomplished, the location of the work, the period of time available for the work and any required materials.
2. Contractor shall abide by all hydraulics permit requirements, shoreline management permits, water pollution control plans, and other permits issued for the projects;
3. Purchaser responsibilities include: all associated permit costs for locating and marking utilities or other underground installations.
4. For projects with WSDOT -Contractor shall keep a Drill Hole Log (drilling field log) with a tabulation of the quantities for each unit price pay item in accordance with the Price Sheet. The records shall be kept up to date daily with the progress of drilling. A copy of the Drill Hole Log shall be kept at the drill site for inspection by the Drill Inspector.
5. For projects with WSDOT - At the end of each workday, the Contractor and the Drill Inspector shall reconcile their records of the day's drilling pay quantities and a copy of the Contractor's Drill Hole Log (drilling field log) provided to the Drill Inspector. Both the Contractor and the Drill Inspector shall sign the State's payment record (WSDOT daily pay quantities log).
6. Contractor will be responsible for supplying the Purchaser with the required Department of Ecology "Start Cards" and "Completed Well Reports" in conformance with [WAC 173-160-050](#) and [WAC 173-160-055](#); Contractor is responsible for all associated costs.

C. Work Requirements

1. Drilling Requirements
 - a) Work shall consist of drilling and sampling in soil and rock, and installing geotechnical instrumentation as required.
 - b) Contractor shall repair or replace any nonfunctioning drilling equipment and all other equipment and tools used at a job site so as to not to cause a delay to the purchaser, at no additional cost to the purchaser, and within 24 hours. Contractor shall not charge Stand-by Time while waiting for equipment to be fixed.

2. Drilling Methods and Sampling
 - a) All drilling equipment and tools to be used on this contract shall be capable of completing the test holes and installing the geotechnical instrumentation.
 - b) Borings shall be made at the locations as directed by the Drill Inspector. Depth of the boreholes will be as determined by the Drill Inspector.
 - c) If the Contractor elects to utilize more than two drilling rigs concurrently, the Contractor shall provide the Purchaser one-week advance notice unless the Purchaser accepts a shorter notice. Contractor shall provide the following information 1) the number of additional drill rigs, and 2) the period of time they will be utilized.
 - d) Purchaser will assign a Drill Inspector that will log the test holes as they are drilled.
 - e) Contractor to ensure all drilled holes remain open for application, this may require casing to prevent caving.
 - f) Where rock is to be cored, the Contractor shall use H series or larger split inner tube core barrels (triple tube) in accordance with ASTM D 2113. Rock cores retrieved will be stored in waxed cardboard core boxes supplied by the Contractor. Purchaser will determine the number of required core boxes for the specific job.
 - g) The method and procedure of soil sampling shall be by driven split spoon sampler (ASTM D 1586) or other sampler as approved by the Drill Inspector.
 - h) Samples shall be taken in soil at intervals of 5 feet (or at intervals requested by the Drill Inspector and at each change in formation or material type as directed by Drill Inspector.
 - i) Standard Penetration Testing (SPT) will be conducted using a 2-inch (O.D.) split spoon sampler driven with a 140-pound weight, free falling 30 inches (ASTM D 1586).
 - j) The drive shoe or the entire split spoon sampler shall be replaced immediately if damaged, in such a manner as to cause projection within the interior surface of the sampler. Each drill rig shall be equipped with a minimum of two SPT samplers in good condition.
 - k) Thin-walled Shelby tube samples will be detained (ASTM D 1587) where requested by the Drill Inspector.
 - l) Traps of the flap or spring type shall not be used while conducting the Standard Penetration Test unless authorized by the Drill Inspector. A trap may be used as directed by the Drill Inspector to obtain a sample if the sample was lost during the first attempt. Where thin wall tubes are pushed, the down pressure on the drill rig hydraulic system will be recorded. The unit contract price for thin-walled tube samples shall be full compensation for all additional drilling materials, sample tubes, caps, and tools and equipment necessary or incidental to complete the work as specified.
 - m) The soil drilling and rock coring must yield samples that are representative of the actual depth to which drilling has progressed.
 - n) Extra SPT samples beyond those required at 5-foot intervals will be paid for per each sample. The unit contract price shall be full compensation of all additional drilling materials, tools, etc., necessary to obtain these samples.
 - o) Measurements for boring will be by the linear foot of hole drilled as recorded in the Drill Hole Log or as measured in place. The unit contract price per linear foot for the items "Drilling Methods and Sampling" per the price sheet (one SPT per five-foot interval) shall be full compensation for all drilling work, sampling, hole reaming, casing, materials, tools, and equipment, necessary to or incidental to complete this work as specified.
3. Observation Wells

- a) This work shall consist of installing observation wells full depth in those test holes determined by the Drill Inspector. The Drill Inspector will determine the observation well design requirement. The installation of the observation wells will be performed by a “resource protection well operator” as licensed by the Washington State Department of Ecology ([WAC 173-162](#)).
 - b) Riser pipe shall consist of Schedule 40, 1-inch, 2-inch, and 2.5-inch I.D. PVC pipe. All pipe joints shall be secure and leak proof in accordance with industrial standards and purchaser approval.
 - c) Each screened interval shall have slot size of 0.01 inch and have three rows of slots space at 120 degrees with slot spacing about four slots per inch. The bottom shall be plugged and have a 2 foot unslotted sump. The Drill Inspector will determine screened interval length and depth.
 - d) The sand pack for the observation wells shall consist of Colorado Silica Sand, or Purchaser approved equivalent. Sand shall be clean, hard, and durable. Drill cuttings shall not be used.
 - e) The bentonite chips used to form the seal for the observation wells will be 3/4-inch minus, or Purchaser approved equivalent.
 - f) The method for installing observation wells shall be as follows:
 - 1. Upon completion of the boring, clean water shall be circulated until the overflow is clear and free of soil particles or drilling fluid, for a minimum of 15 minutes.
 - 2. Insert screened interval and riser pipe through the casing.
 - 3. As the casing is being withdrawn, the annular space between the wall of the boring and the screened interval shall then be filled with a sand pack.
 - 4. Contractor shall exercise caution in the extraction of the casing to maintain sand within the casing at all times.
 - 5. However, an excessive height of sand within the casing will not be allowed, as it could cause binding against the riser pipe and/or screened interval resulting in lifting the observation well within the casing.
 - g) Observation well pipe height, unless directed otherwise by the Drill Inspector, shall be a minimum of 2 feet above the ground surface so to ensure a sufficient height to prevent any overflow of groundwater into the well, unless a flush mount is required by Purchaser.
 - h) The top of each observation well shall be provided with a cap in which an air hole has been drilled. The Contractor shall provide a locking steel monument case, in accordance with Department of Ecology requirements ([WAC 173-160](#)).
 - i) The Drill Inspector shall inspect and approve each section of observation well pipe and screened interval prior to its installation in the test hole. All pipe joints shall be secure and leak proof in accordance with industrial standards and Purchaser approval.
 - j) The unit contract price per linear foot, (as recorded in the Drill Hole Log) for “Observation Wells” shall be full compensation for furnishing all equipment, tools, labor, materials, sand pack, PVC pipe, PVC screened interval, bentonite seal(s), and monument cases, necessary or incidental to complete the work as specified and in accordance with Department of Ecology Standards.
 - k) Contractor shall include installation of vibrating wire piezometer/grout in place at a price per foot of installation when requested by Purchaser. Purchaser will provide all vibrating wire unit(s) to Contractor for installation.
4. Installation of Slope Inclinometer Casing

- a) Contractor is to provide all the necessary materials for installation of the inclinometer casing. The casing should be four-grooved, flush-coupled, 2.75-inch O.D. plastic pipe, and approved by the purchaser.
 - b) The inclinometer casing is to be installed in a boring 3.75 inches or more in diameter, complete with end plugs and couplings to the required depth, and with the grooves in the required orientation, as approved by the Drill Inspector.
 - c) The portion of casing in soil or rock shall be grouted in place from the bottom of the hole to the surface. Three methods of installation and grouting will be allowed, unless the Contractor can demonstrate another acceptable method to the Purchaser:
 - 1. Method 1: Installation and grouting of the inclinometer casing would require the drill rods be removed from the test hole after the inclinometer casing is lowered in the test hole with a bottom check valve attached to the bottom of the casing. Grouting is accomplished by pumping grout through the bottom check valve using A/AW rods. The inclinometer casing is to be thoroughly flushed with clean water after grouting when this method is used.
 - 2. Method 2: Method of installation and grouting requires placing the inclinometer casing within the H-size drill rods to the bottom of the hole. Grouting is to be accomplished by alternately pumping grout through the drill rods and pulling rods until the grout has reached near surface level.
 - 3. Method 3: Grout through tremie pipe from the bottom of the boring/installation up.
 - d) The grout shall be a weak cement mixture consisting of three parts lime and one part Type III Portland Cement or Purchaser approved equal.
 - e) The Purchaser will provide and operate an inclinometer monitoring system to check the inclinometer casing after installation, if the Drill Inspector deems the hole not satisfactory, then the Contractor will be required to re-drill the hole at with no cost to purchaser.
 - f) Contractor shall provide and install a locking steel monument case in accordance with Department of Ecology requirements ([WAC 173-160](#)). This would include a flush mount protective casing with at least a 2'X2' concrete pad. The flush mount shall have adequate drainage inside the casing to prevent the buildup surface water.
 - g) The unit contract price per linear foot for "Slope Inclinometer Casing" shall be full compensation for furnishing all equipment, tools, materials, grout, Slope Inclinometer Casing, and monument case, necessary or incidental to complete the work as specified. The use of hollow stew auger is not allowed for inclinometer installations.
5. Hole Abandonment
- a) All borings that are not instrumented with piezometers and/or slope indicator casing will be abandoned in accordance with Washington State Department of Ecology regulations ([WAC 173-160-420](#)). The unit contract price per linear foot for abandonment of non-instrumented holes shall be full compensation for all equipment, tools, materials, and labor necessary or incidental to complete the work as specified.
6. Other Support Equipment
- a) Any special equipment that is required for a job and that must be rented, such as but not limited to a helicopter, crane, bulldozer, backhoe, excavator, vac-truck, other heavy equipment or industrial equipment may be charged at no more than the rental cost-plus Contractor's administrative cost fee. The fee charge is to cover the Contractor's

administrative cost of providing the item and the Purchaser reserves the right to negotiate a lesser amount of the percentage charge on expensive rentals.

D. Hazardous Environmental Conditions

1. Hazardous Materials
 - a) In the event that the Contractor has visual or olfactory indications of hazardous materials on the project site, then the Contractor shall cease work in the affected area and inform the Drill Inspector.
 - b) The Contractor shall remove the drilling equipment and decommission the boring as required per [WAC 173-160](#). The Contractor will decontaminate all tooling with an anionic detergent and water.
 - c) The Contractor shall label all the containers with the project site, substance, boring location and number, and date. When the nature of the substance has been determined the containers shall be labeled per USDOT labeling regulations ([49 CFR 173.2](#)).
 - d) The Contractor shall secure the containers. The Contractor will move the containers to a secure location designated by the Drill Inspector.
 - e) The Drill Inspector will coordinate the testing and disposal of the drilling cuttings, drilling fluid, and decontamination fluid pursuant to [Chapters 447](#) and [620.08](#) of the [WSDOT Environmental Procedures Manual](#).
2. Disposal Procedures for Waste from Investigative Sampling
 - a) This section summarizes the procedures to be followed for management of investigative sampling wastes generated during Phase II, Phase III, and geotechnical evaluations.
 - Disposal of sampling wastes is regulated by numerous federal, state, or local laws and procedures. Sampling wastes may include drilling mud, bore cuttings, purge water from wells, soil, other materials from the collection of samples, and solutions used to decontaminate equipment.
 - All sampling waste generated during Phase II and Phase III investigations and sampling waste with obvious contamination during geotechnical evaluations should be placed in secure container, labeled, and sampled prior to disposal. Labeling is of prime importance when dealing with known or suspected contaminated wastes and materials. All containers must have a legible label including the project site, substance, boring location and number, and date. When the nature of the substance has been determined the containers shall be labeled per USDOT labeling regulations ([49 CFR 173.2](#)). USDOT labeling regulations ([49 CFR 173.2](#)) are maintained at the following website: [USDOT 49 CFR 173.2 Regulations](#).

E. Hours Of Labor and Prevailing Wages

1. PREVAILING WAGES. This Contract is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.
 - a) WAGE RATES. Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries.

Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the [website](#) for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.

- b) STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Enterprise Services.
 - c) INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.
 - d) AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.
 - e) LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.
 - f) PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services.
2. Combined Intent/Affidavit Forms
 - a) Agencies contracting for small public works projects may use a combined intent/affidavit statement at their discretion. These combined forms are only available for public works projects under \$2,500 including tax and limited public works projects under \$35,000 including tax.
 - b) The combined form may only be used if one payment will be made under the contract and if there are no subcontractors. If the project involves subcontractors or multiple payments, separate statements and affidavits must be filed.
 - **Important:** By using the combined form, the agency assumes liability for any unpaid wages on the project

F. Definitions

1. Site Mobilization
 - a) Site Mobilization should consist of the moving of all vehicles, equipment, personnel, and materials necessary to complete the work as specified from the Contractor's yard to the job site.
 - b) The unit contract price per mile for site mobilization shall be full compensation for mobilizing and demobilizing all equipment, tools, materials, and personnel necessary to complete the work as specified.

- c) Total mileage will be computed on shortest One Way traveled miles within the State of Washington borders from Contractor's yard to job site. Contractor shall not charge for daily travel to site or per diem charges, these items are inclusive in the unit contract price for site mobilization.
- 2. On-Site Mobilization
 - d) On-Site Mobilization shall consist of providing access routes, skid trails, working platform and driving, skidding, or otherwise moving machinery into and out of the drill site, as required to complete the work as specified.
 - e) All access routes shall have the approval of the Drill Inspector before construction begins.
 - f) The unit contract price per hour for "On-Site Mobilization" shall be actual time and be full compensation for furnishing all equipment, tools, materials, and labor necessary or incidental to complete the work as specified.
- 3. Drill Support
 - a) Drill Support shall consist of additional special equipment, tools, materials, etc. that have not been specified herein. This additional work, etc. will be determined and authorized by the Purchaser.
 - b) The unit contract price per hour for Drill Support shall be actual time and be full compensation for supplying all equipment, tools, and materials necessary to complete the work as specified.
- 4. Drill Inspector is designated by the Purchasing agency.
- 5. Extra Crew Man
 - a) A standard drill crew shall consist of one driller and one drill helper. When deemed necessary and approved by the Purchaser, an extra man for the crew will be allowed to assist the primary members of the drill crew.
 - b) The unit contract price per hour for "Extra Man on Crew" shall be actual time and be full compensation for labor, per diem, etc. for each man supplied by the Contractor, as specified.
- 6. Project Manager
 - a) Project Manager hourly rate provides on-site project management to coordinate field activities associated with drilling operations, multiple rig drilling programs or drilling programs that require additional support services for access. The hourly rate includes vehicle, fuel, subsistence, and other normal associated cost.
- 7. Stand-by Hourly Rate
 - a) Stand-by hourly rate will be allowed when any delay in project activity is due to negligence by the Purchaser (e.g. State Inspector late arrival, utility locates not complete, or change in a drilling program developed after the job start, etc.). Contractor shall receive Purchaser approval for any stand-by charges.
- 8. ASTM - [American Society for Testing and Materials](#)
- 9. DCDMA - Diamond Core Drill Manufacturers Association (DCDMA) <http://www.nda4u.com>
National Drilling Association
- 10. I.D. - Inside Diameter
- 11. O.D. - Outside Diameter

PRICES FOR GOODS/SERVICES

Drilling Services			
Regions:		Eastern Washington: Okanogan, Ferry, Pend Oreille, Stevens, Chelan, Douglas, Lincoln, Spokane, Grant, Kittitas, Adams, Yakima, Franklin, Whitman, Benton, Garfield, Columbia, Asotin, Walla Walla, and Klickitat counties	
Item	Description	Price	Unit of Measurement
Subcategory 1: Drilling Method & Sampling Services/Supplies			
1	Drilling Methods and Sampling (includes SPT every 5 feet)		
a)	Hollow Stem Auger		
i)	0 – 50 feet	\$130.00	per foot
ii)	51 – 100 feet	\$130.00	per foot
iii)	101-150 feet	\$130.00	per foot
iv)	151-200 plus (200' MAX)	\$140.00	per foot
b)	Rock Coring and Sampling		
i)	0 – 50 feet	\$130.00	per foot
ii)	51 – 100 feet	\$130.00	per foot
iii)	101-150 feet	\$130.00	per foot
iv)	151-200 feet	\$130.00	per foot
v)	201-250 feet	\$140.00	per foot
vi)	251-300 feet	\$140.00	per foot
vii)	301 plus (500' MAX)	\$150.00	per foot
c)	Casing Advance		
i)	0 – 50 feet	\$140.00	per foot
ii)	51 – 100 feet	\$140.00	per foot
iii)	101-150 feet	\$140.00	per foot
iv)	151-200 feet	\$140.00	per foot
v)	201-250 feet	\$140.00	per foot
vi)	251-300 plus (500' MAX)	\$150.00	per foot
d)	Mud Rotary		
i)	0 – 50 feet	\$140.00	per foot
ii)	51 – 100 feet	\$140.00	per foot
iii)	101-150 feet	\$140.00	per foot
iv)	151-200 feet	\$140.00	per foot
v)	201-250 feet	\$140.00	per foot
vi)	251-300 plus	\$150.00	per foot

e)	Air Rotary		
i)	0 – 50 feet	\$140.00	per foot
ii)	51 – 100 feet	\$140.00	per foot
iii)	101-150 feet	\$140.00	per foot
iv)	151-200 feet	\$140.00	per foot
v)	201-250 feet	\$140.00	per foot
vi)	251-300 plus	\$150.00	per foot
2.	Extra Sampling		
a)	Shelby Tube Samples		
i)	0 – 50 feet	\$280.00	each
ii)	51 – 100 feet	\$280.00	each
iii)	101 feet plus	\$280.00	each
iv)	151-200 plus	\$280.00	each
b)	Borehole Samples		
i)	0 – 50 feet	\$215.00	each
ii)	51 – 100 feet	\$215.00	each
iii)	101 feet plus	\$215.00	each
iv)	151-200 plus	\$215.00	each
c)	Extra SPT Samples (Standard Penetration Test)		
i)	0 – 50 feet	\$215.00	each
ii)	51 – 100 feet	\$215.00	each
iii)	101-150 feet	\$215.00	each
iv)	151-200 feet	\$215.00	each
v)	201-250 feet	\$215.00	each
vi)	251-300 feet	\$215.00	each
vii)	301-350 feet	\$215.00	each
viii)	351-400 plus (500 MAX)	\$215.00	each
3	Observation Wells		
a)	1 inch Pipe - Per LF	\$14.00	each
b)	2 inch Pipe - Per LF	\$17.00	each
c)	2 ½ inch Pipe plus - Per LF	\$20.00	each
4.	Drums, Sealable, 55 Gallons	\$65.00	per drum
5.	Core Box - Cardboard	\$15.00	per box
6.	Piezometer Installation		
a)	Open Standpipe	\$13.00	per foot
b)	Vibrating Wire (VWP)	\$15.00	per foot
7.	Slope Inclinator Casing	\$20.00	per foot
8.	Hole Abandonment	\$5.00	per foot
Subcategory 2: Drilling Support Services			
9.	Drill Support	\$795.00	per hour
10.	Extra Man on Crew	\$0.00	per hour
11.	Project Manager	\$0.00	per hour

12.	Stand-by Hourly Rate	\$675.00	per hour
Subcategory 3: Mobilization			
13.	Site Mobilization Mileage Charge		
a)	Minimum Mobilization Charge	\$10,800.00	per job
b)	Mobilization Charge	\$25.00	per mile
14.	On-Site Mobilization	\$675.00	per hour
	Optional Services	Eastern Washington	
Item	Description	Price	Unit of Measurement
a)	ATV (or other similar Limited Access All Terrain Equipment)		
i)	0 – 50 feet	\$130.00	per foot
ii)	51 – 100 feet	\$130.00	per foot
iii)	101-150 feet	\$130.00	per foot
iv)	151-200 feet	\$130.00	per foot
v)	201-250 feet	\$130.00	per foot
vi)	251-300 feet	\$140.00	per foot
vii)	301-350 feet	\$140.00	per foot
viii)	351-400 feet	\$140.00	per foot
ix)	401-450 feet	\$140.00	per foot
x)	451-500 feet	\$140.00	per foot
	Site Mobilization Mileage Charge		
	Minimum Mobilization Charge	\$10,800.00	per job
	Mobilization Charge	\$25.00	per mile

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Statewide Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Statewide Contract, with limits of not less than \$5,000,000 per accident, with a combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. If pollutants are to be transported, MCS 90 and CA 9948 (in transit pollution risks coverage) endorsements are required unless in-transit pollution risk is covered under a pollution liability insurance policy. The required limits can be satisfied by any combination of primary, umbrella, or excess policy
 - c. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - d. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - e. **POLLUTION & ASBESTOS LIABILITY INSURANCE.** Pollution liability insurance coverage (to include, without limitation, loading and unloading of all Fuel Products) with a combined single limit per occurrence of not be less than \$5,000,000, or the equivalent. Such insurance shall provide coverage for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs and expenses incurred in the investigation, defense or settlement of claims. Such coverage shall provide coverage for both on-site and off-site clean-up costs and cover gradual and sudden pollution

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Statewide Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Statewide Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Statewide Contract number stated on the cover of this Statewide Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Statewide Contract Insurance Certificate
Statewide Contract No. 12922 –Geotechnical Drilling Services
Attn: Jaime Bacon
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: Jaime.bacon@des.wa.gov

Note: For Email notice, the Email Subject line must state:

**Statewide Contract Insurance Certificate – Statewide Contract
No. 12922 –_Geotechnical Drilling Services**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any

such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Statewide Contract number stated on the cover of this Statewide Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Statewide Contract.

* * * END OF INSURANCE REQUIREMENTS * * *