



City of Tacoma Tacoma Water

REQUEST FOR BIDS TW22-0027N 8 Mile Thinning – Surplus Timber Sale

Submittal Deadline: 11:00 a.m., Pacific Time, Monday, April 25, 2022

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- Register for the Bid Holders List to receive notices of addenda, questions and answers and related updates.
- Click here to see a list of vendors registered for this solicitation.

Pre-Proposal Meeting: A pre-proposal meeting will be held at 9 am on Friday April 1, 2022. Please see Section 5.1 of the specification for more information. Also be sure to reference Watershed Access Requirements for Pre-Bid Meeting in the Reference Documents section. Attendance at Pre-Proposal meeting is not required to submit a bid. Contact Brian Ballard at (253) 389-3678 or bballard@cityoftacoma.org for questions if not able to attend.

Project Scope: The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for timber harvesting and timber delivery services.

Estimate: \$100.000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit <u>our Minimum Employment Standards Paid Sick Leave webpage</u>.

Americans with Disabilities Act (ADA Information: The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at <a href="mailto:ghith:g

Federal Title VI Information:

"The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Carly Fowler, Buyer by email to CFowler@cityoftacoma.org

Protest Policy: City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

The following items make up your submittal package:	
Signature Page	
State Responsibility Form	
Bid Proposal Pages – Provide Pricing for all items. The unit prices bid must be shown in the space provided	
Bidder Information – To be filled in and signed by the bidder	
Statement of Qualifications – To be filled in and signed by the bidder	
Bidders Statement of Warranty and Exceptions Form	
After award, the following documents will be executed:	
Services Contract (Reference Documents)	
Performance Bond (Reference Documents)	
Payment Bond (Reference Documents)	
Bidders Certification of Export Restricted Timber Form (Appendix H)	
Forest Practices Operator Transfer Form (Appendix G)	
Certificate of Insurance and related endorsements (See Insurance Requirements in Reference Documents)	

SPECIAL REMINDER TO ALL BIDDERS

HEALTH & SAFETY: Be sure to comply with all City of Tacoma health and safety requirements.

1. This project has been deemed to be an essential project by the City of Tacoma and it is anticipated that the contract will be operational during the COVID-19 outbreak. Therefore the contractor shall complete a health and safety plan describing how the contractor will complete the work while combating the COVID-19 spread (social distancing practices) and what Personal Protective Equipment (PPE) will be in place.

PLEASE NOTE: Be sure you have complied with all specifications and requirements and have signed all required documents.

YOUR ATTENTION IS PARTICULARLY CALLED to the following forms, which must be executed in full before the bid is submitted:

- 1. <u>BID PROPOSAL</u>: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
- 2. <u>SIGNATURE PAGE</u>: To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
- 3. SUSTAINABILITY: To be filled in by the bidder.
- 4. <u>STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION</u>: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
- 5. <u>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES</u>: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).

POST AWARD FORMS EXECUTED UPON AWARD:

- A. CONTRACT: Must be executed by the successful bidder.
- B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.
- E. GENERAL RELEASE.
- F. Forest Practices Notice of Transfer Form
- G. Disposition Certification for Export Restricted Timber

CODE OF ETHICS: The successful bidder agrees that its violation of the City's Code of Ethics contained in TMC Chapter 1.46 shall constitute a breach of the contract subjecting the contract to termination.

SPECIAL NOTICE TO BIDDERS

Public works and improvement projects for the City of Tacoma are subject to Washington state law and Tacoma Municipal Code, including, but not limited to the following:

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

In order to be considered a responsible bidder the bidder must meet the following mandatory state responsibility criteria contained in RCW 39.04.350:

- 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- 2. Have a current Washington Unified Business Identifier (UBI) number;
- 3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
- 5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an in- state percentage bidding preference is subject application of a comparable percentage disadvantage.

A non-resident contractor from a state that provides an in-state percentage bidding preference means a contractor that:

- 1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and
- 2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor's business entity was formed.

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

Bidders must provide the City of Tacoma with their state of incorporation or the state in which the business entity was formed and include whether the bidder has a physical office located in Washington.

The bidder shall submit documentation demonstrating compliance with above criteria on the enclosed State Responsibility and Reciprocal Bidder Information form.

C. SUBCONTRACTOR RESPONSIBILITY

- 1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
- 2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - i. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW and;
- 3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications set forth in Tacoma Municipal Code 1.06.262:

- 1. Adequate financial resources or the ability to secure such resources;
- 2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
- 3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments:

- 4. A satisfactory record of performance, integrity, judgment and skills; and
- 5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria Supplemental Criteria.

In addition to the mandatory bidder responsibility criteria listed immediately above, the City may, in addition to price, consider any or all of the following criteria contained in Tacoma Municipal Code Chapter 1.06.262 in determining bidder responsibility:

- 1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
- 2. Whether the respondent can perform the contract within the time specified, without delay or interference;
- 3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
- 4. Quality of performance of previous contracts;
- 5. Previous and existing compliance with laws and ordinances relating to contracts or services;
- 6. Sufficiency of the respondent's financial resources;
- 7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
- 8. Ability of the respondent to provide future maintenance and service on a timely basis;
- 9. Payment terms and prompt pay discounts;
- 10. The number and scope of conditions attached to the submittal;
- 11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs;
- 12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.

B. ADDITIONAL SUPPLEMENTAL CRITERIA

See Section 1 of the specification on Minimum Requirements

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's supplemental criteria by submitting a written request to the Purchasing Division via email to sendbid@cityoftacoma.org no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

The City will respond to a timely submitted request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City's website for the attention of all prospective bidders.

D. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City's Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to \$500,000 and by Contracts and Awards Board for contracts greater than \$500,000.

Bid Submittal Forms

Signature Page
State Responsibility Form
Bid Proposal Pages
Bidder information Pages
Statement of qualifications

SIGNATURE PAGE

CITY OF TACOMA TACOMA WATER

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR BIDS SPECIFICATION NO. TW22-0027N 8 MILE THINNING - SURPLUS TIMBER SALE

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name		•	rson Authorized to or Bidder/Proposer		Date
Address		Printed Name a	nd Title		
City, State, Zip					
		(Area Code) Tel	ephone Number / I	Fax Number	
E-Mail Address		0			
			License Number as UBI (Unified Busines	s Identifier) Nur	nber
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941					
		State Contractor (See Ch. 18.27,	's License Numbe R.C.W.)	r	
	" 5	" •	<i>u</i> 4	<i>"</i> –	
ddendum acknowledgement #1	#2_	#3	#4	#5	_

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

1	Name of Bidder:			
State Responsibility and Reciprocal I	Bid Preference Information			
Certificate of registration as a contractor (Must be in effect at the time of bid submittal):	Number:			
(Must be in effect at the time of blu submittar).	Effective Date:			
	Expiration Date:			
Current Washington Unified Business Identifier (UBI) Number:	Number:			
Do you have industrial insurance (workers' compensation) Coverage nor your employees working in Washington?	☐ Yes ☐ No ☐ Not Applicable			
Washington Employment Security Department Number	Number:			
	□ Not Applicable			
Washington Department of Revenue state excise tax Registration number:	Number: Not Applicable			
Have you been disqualified from bidding any public works contracts under RCW 39.06.010 or 39.12.065(3)?	☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.			
Do you have a physical office located in the state of Washington?	□ Yes □ No			
If incorporated, in what state were you incorporated?	State: Not Incorporated			
If not incorporated, in what state was your business entity formed?	State:			
Have you completed the training required by RCW 39.04.350, or are you on the list of exempt businesses maintained by the Department of Labor and Industries?	□ Yes □ No			

Specification No. <u>TW22-0027N</u>

BID PROPOSAL PAGE - PAGE 1

BIDDER				

8 Mile Thinning - Surplus Timber Sale,

TW22-0027N

Item	Est. Bid Qty	Unit Price	Extended Total
Item 1: Conifer Saw Logs			
All conifer saw logs or better, unless specified otherwise by Tacoma Water. The bid must include all logging and hauling costs, and take into account all requirements specified in this bid solicitation. Amount paid per thousand board feet to Tacoma Water.	434 mbf	\$ /mbf	\$
Item 2: Hardwood Saw Logs			
All hardwood saw logs or better. The bid must include all logging and hauling costs, and must take into account all requirements specified in this bid solicitation. Amount paid per thousand board feet to Tacoma Water.	23 mbf	\$ /mbf	\$
ITEM O D I			
ITEM 3: Pulp			
All pulp logs. The bid must include all logging and hauling costs, and take into account all requirements specified in this bid solicitation. Amount paid per ton to Tacoma Water.	220 ton	\$/ton	\$
	GRAND TOT	AL (Items 1-3):	\$

NOTES: This is export-restricted timber. Bidder is required to bid on all items. The estimated quantities are based on the timber cruise (attached) and may cut out differently than estimated. The Bidder is advised to make their own estimate. Payment will be based on actual scaled volume or weight.

BID PROPOSAL PAGE - PAGE 2

8 MILE THINNING - SURPLUS TIMBER SALE

BIDDER'S STATEMENT OF WARRANTY AND EXCEPTIONS

This form is to be <u>fully</u> completed and submitted with your Bid/Proposal and will be considered in evaluating overall Bid/Proposal responsiveness. <u>Failure to complete any or all of the below items may result in Bid/Proposal rejection based on non-responsiveness.</u>

If exceptions to the requirements of the Specification are intended, they MUST be identified below. Attachment of additional statements of "Terms and Conditions" or letters purporting to modify Specification requirements shall be referenced on this Statement under the appropriate heading or they will NOT be considered a part of the Bid/Proposal.

Manufacturer's/Bidder's Guarantees and/or Warranties of Material or Equipment (State whether proposed guarantees and/or warranties "equal or exceed" those specified in Standard Terms and Conditions Section 2.13 or in any Special Provision modifying Standard Terms and Conditions Section 2.13)
State Whether Exception "IS" or "IS NOT" Taken to This Specification* (See Standard Terms and Conditions Section 1.10. A statement here that exception "IS NOT" taken will create a conclusive presumption that you accept and will comply with all Specification requirements)

*NOTE: The City cannot legally accept a substantial deviation from the Specification. Bids/Proposals containing any substantial deviation will be rejected as non-responsive. If you state exception "IS NOT" taken to this Specification, but include statements or attach materials deviating from the standards established by the Specification, it is agreed that you will perform according to the highest standard indicated.

Bidder Information – Page 1

8 Mile Thinning – Surplus Timber Sale

This form must be completely filled out and signed by Bidder to qualify for evaluation

SECTION 1. GENERAL INFORMATION

Bidder Name:
Company Name:
Company Owner Name:
Company Mailing Address (Street, City, State, Zip Code):
Telephone Number(s): Fax Number(s):
E-Mail Address:
Answer each of the following questions. If 'yes' to any, attach an explanation including date and circumstances.
Have you ever filed Chapter 11 Bankruptcy?
Yes No No
Have you defaulted on a loan or logging contract in the past five years?
Yes No No
Have you had any log liens placed upon you in the past five years?
Yes No No

Bidder Information – Page 2

SECTION 2. EXPERIENCE

SECTION 2A. BUSINESS EXPERIENCE UNIQUE TO EACH HARVEST TYPE

Total number of years in the timber harvesting business?	

Harvest Type	Total Years Experience
Ground Based Clearcutting	
Ground Based Thinning/Partial	
Cutting	
Pole Harvest	
Hardwood Harvest	

SECTION 2B. SCALE HARVEST EXPERIENCE [federal, state, county, city, private, etc.]

EXPERIENCE

Worked For	Number of Sales	Reference
State		
City		
Tribal		
Private		
Other		

Bidder Information – Page 3

SECTION 3. SAFETY & REGULATORY COMPLIANCE

	actors have had within the past 24 months including alty. Information provided may be verified with the
_	
	our subcontractors have had within the last 24 months r and penalty. Information provided may be verified
C. Logging Associations. List organizations your accreditations and/or certifications.	company maintains membership with,
certify that information contained in the Bidd also understand that all information is subject 2.17.250 to 42.17.340 "Public Records."	. •
Signature of Authorized Representative	Date

Statement of Qualifications

8 Mile Thinning - Surplus Timber Sale

This form must be completely filled out and signed by Bidder to qualify for evaluation

FOREST HARVESTING EXPERIENCE [federal, state, county, city, private industry, etc.]

For the purposes of this solicitation, forest roads, forestlands and forestland owners are defined by RCW 76.09.020.

Experience in harvesting forestlands and constructing forest roads is required. Bidder must have satisfactorily completed at least one project of similar size and scope to the 8 Mile Thinning project within the last 10 years to be considered experienced in this type of work. Information provided will be verified.

Project #1:	
Reference or Contract Administrator:	
Contact Information:	
FPA# (Unless Federal Project)	
I certify that information contained in the Statement of understand that all information is subject to public dis 42.17.340 "Public Records."."	
Sīgnature of Authorized Representative	 Date

1. MINIMUM QUALIFICATIONS

Only Bidders experienced in this type of work with a record of successful completion of jobs of similar scope will be considered. The bidder must complete the Statement of Qualifications pages attached to this Request For Bid at the time of submitting his/her Bid. The City will be the sole judge of the bidder's ability to meet the requirements of this paragraph based on the above submitted information.

2. DESCRIPTION OF WORK

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for timber harvesting and timber delivery services. Contract(s) will be awarded to the highest responsive and responsible bidder(s) based on price, product quality and availability.

2.1 DESCRIPTION OF WORK AREA

The City of Tacoma / Tacoma Water (herein after "City" or "Tacoma Water") is issuing this Bid Specification to sell surplus standing timber totaling approximately 27± acres, as described below, from one (1) unit located in the Green River Watershed.

The unit boundaries are marked on site with pink and orange ribbon as shown on the maps. The Unit to be logged lies on flat to steep slopes at an elevation of 1300 feet. With directional falling, all timber should be reachable by ground based equipment. Unit access is via existing roads.

See Appendix C for thinning prescription.

There is an estimated 457 MBF of timber contained in the 1 harvest unit. See Appendix A – Cruise Data for details.

2.2 PROJECT LOCATION AND PRODUCT DESCRIPTION

This project consists of one unit located in the City of Tacoma's Green River Watershed (water supply area) approximately 15 air miles northeast of Enumclaw, Washington in Section 23 Township 21 North, Range 8 East, W.M.; King County, Washington. See Maps contained in Appendix B and hereby incorporated by reference.

The following specific matters are not warranted:

The CONDITION of the site or forest products: Any descriptions of the site or forest products in the Request for Bids, other pre-contractual documents, or contractual documents are provided solely for administrative and identification purposes.

The ACREAGE contained within any sale area: Any acreage descriptions appearing in the Request for Bids, other pre-contractual documents, or contractual documents are estimates only, provided solely for administrative and identification purposes.

The VOLUME, WEIGHT, QUALITY, or GRADE of the forest products to be purchased: The descriptions of the forest products to be purchased are estimates only, made solely for administrative and identification purposes.

The CORRECTNESS OF ANY SOIL OR SURFACE CONDITIONS, PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR TACOMA WATER. These documents have been prepared for informational purposes, but the information contained therein is not warranted. Bidders must make their own assessments of the site.

THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat: The City of Tacoma is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.

THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. City of Tacoma is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by Washington Department of Natural Resources or any other agency that may affect the operability of this timber sale. An approved Forest Practices Application has been obtained by Tacoma Water.

By submitting its bid, Bidder hereby warrants to the City of Tacoma that they have had an opportunity to fully inspect the sale area and the forest products to be purchased. Bidder further warrants to the City of Tacoma that they enter this contract based solely upon their own judgment. That they have inspected the condition of the forest products, formed after their own opinion after inspection of both the timber sale area and the forest products to be purchased. Bidder also warrants to Tacoma Water that they enter this contract without any reliance upon the volume estimates, acreage estimates, pre-bid documentation, or any other representations by Tacoma Water.

2.3 COMMENCEMENT, PROSECUTION AND COMPLETION

Hours of operation shall be Monday through Friday, excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

All obligations of the Bidder for this contract shall be discharged not later than the "Expiration Date", unless the expiration date is adjusted as provided in this contract. The Bidder shall not have any right to enter the sale area for any purpose or timber removal after the expiration date.

The Bidder will be required to complete the contract documents and provide a performance bond, payment bond and insurance information thirty (30) calendar days prior to any logging related activities on site. Bidder must notify Tacoma Water of the start work date ten (10) calendar days prior to any logging related activities on site.

Prior to commencement of work the Bidder will meet with City staff at the Watershed Office for a pre-work conference to discuss the objective, terms, conditions and to develop a Plan of Operations describing how the contract requirements will be met and how the work will be completed.

Seasonal restrictions are in place; Hauling, Mechanical Cutting and Yarding will not be permitted from October 15 to March 30 unless authorized in writing by the Forester.

NOTE: Bonds required for this contract will not be released for any reason until all work required has been completed to the satisfaction of Tacoma Water.

An extension of operating authority time may be granted at the discretion of the City upon written request thirty (30) days prior to the termination date and upon the terms and conditions as specified by City. Contract extensions may not exceed sixty (60) days unless otherwise agreed to by the City and Bidder. Extension requests within the last thirty (30) days of the contract may be considered if the extension would be in the best interest of the City of Tacoma.

2.4 MAPS AND DRAWINGS

The following maps attached to these specifications in Appendix B are made a part of the contract:

Sheet No. <u>Title</u>
B1 – Vicinity/Driving Map
B2 – Activity Map

2.5 PERMITS

Tacoma Water has an approved Washington State Department of Natural Resources Forest Practices Application/Notification No. 2421994, effective 12/10/20 – 12/10/23 covering this project attached as Appendix E. The Bidder will need to sign an operator transfer form and is responsible for complying with this permit. The Bidder will be responsible for any additional, if any, permits or licenses needed to complete this project.

2.6 TACOMA WATER APPROVAL OF LOG SCALING AND WEIGHING LOCATIONS

This contract requires the use of a Tacoma Water approved third party Log and Load Reporting Service (LLRS). Bidder shall ensure log volume measurement data and/or load and weight data is received by the LLRS within 24 hours of logs being measured or weighed. Bidder agrees to pay the LLRS for log and load data supplied to the Forester.

Prior to logs being hauled, the Tacoma Water Forester ("Forester") must authorize in writing the use of Tacoma Water approved measurement and weighing facilities that are at or en route to final destinations. Logs from this sale shall be measured and/or weighed at facilities, which are currently approved for use by The Washington State Department of Agriculture and are currently authorized by Tacoma Water. Tacoma Water reserves the right to verify load volume and weights with Tacoma Water employees or Tacoma Water scalers and equipment at Tacoma Water's own expense. Tacoma Water reserves the right to revoke the authorization of previously approved measurement locations.

Scale Reports are to be sent to: Brian Ballard bballard@cityoftacoma.org

2.7 VIOLATION OF CONTRACT

If Bidder violates any provision of this contract, the Forester, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Bidder has fifteen (15) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied or Bidder fails to remedy the violation within fifteen (15) days after receipt of a suspension notice, Tacoma Water may terminate the rights of the Bidder and collect liquidated damages under this contract associated with the breach. In the event of such a contract termination, Tacoma Water may demand all or part of the Bidder's surety in order to satisfy Tacoma Water's damages.

Tacoma Water has the right to remedy a breach if Bidder is unable, as determined by Tacoma Water, to remedy the breach, or if the Bidder has not remedied the breach within 15 days of a suspension notice. Any expense incurred by Tacoma Water in remedying Bidder's breach may be charged to Bidder, or Tacoma Water may demand all or part of the Bidder's surety in order to satisfy Tacoma Water's damages.

If the contract expires without the Bidder having performed all their duties under this contract, Bidder's rights and obligations to purchase, deliver forest products, and perform any additional contract-related requirements are terminated. Thus, Bidder cannot remedy any breach once this contract expires. This provision shall not relieve Bidder of any financial obligations and unresolved contractual agreements, including payment to subcontractors for work performed under this contract.

2.8 TACOMA WATER SUSPENDS OPERATIONS

The Forester may immediately suspend any operation of the Bidder under this contract when Tacoma Water is suffering, or there is reasonable expectation Tacoma Water will suffer environmental, monetary or other damage if the operation is allowed to continue.

Bidder shall be in breach of this contract if the operation continues after the suspension notice or if the operation resumes prior to approval and notice from the Forester.

Bidder may request a modification of suspension within seven (7) calendar days of the start of suspension.

2.9 COMPLIANCE

Bidder shall comply with all applicable statutes, regulations and laws, including, but not limited to, all Department of Natural Resources, Labor and Industry and Revenue laws, and Bidder shall submit documentation from Washington State Departments of Labor and Industries and Revenue that all obligations concerning worker compensation and safety will be met.

2.10 EXPORT RESTRICTED TIMBER

The timber included in this contract is prohibited from export until processed. Bidder shall not violate any of the prohibitions in WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement).

2.11 PAYMENTS TO THE CITY

The timber removed must be paid for within 14 days of removal. Payment shall be calculated on the board feet recorded on the scale report for saw timber or weight tickets for utility loads. Material not removed or mismanufactured as determined, scaled, and documented by the Forester must be paid for within 14 days of written notice to the Bidder. All payments will be made in the form of a Cashiers Check made out to the Treasurer – City of Tacoma. Payments will be sent to the Forester for reconciliation.

Payments are to be sent to: Tacoma Public Utilities P.O. Box 11007 Tacoma, WA 98411-0007

Bidder agrees to pay for all timber cut based on the bid price and on scaled removals of timber and/or assessments of cut timber left on site as described in the Special and Technical Provisions. Bidder shall be liable for the entire purchase price and any liquidated damages, and will not be entitled to any offsets unless expressly stated in this contract.

The bid price shall not be affected by any factors, including the amount of forest products actually present, the actual acreage covered, the amount of volume actually cut or removed, whether it becomes physically impossible or uneconomical to remove the forest products, and whether the forest products have been lost or damaged by fire or other causes.

2.12 PRE-WORK CONFERENCE

Bidder shall arrange a pre-work conference with the Forester, for review of this contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the Forester and Bidder before beginning any operations. To the extent that the plan of operations is inconsistent with the contract, the terms of the contract shall prevail. The City's acceptance and approval of Bidder's plan of

operations shall not be construed as any statement or warranty that the plan of operations is adequate for Bidder's purposes or complies with applicable laws.

2.13 PERSONNEL AND REPRESENTATIVES

Administration of the contract will be coordinated through Tacoma Water's Forester ("Forester"). A Contract Administrator may be designated in place of the Forester. Questions or requests for additional information may be obtained by contacting Carly Fowler, Buyer, at CFowler@cityoftacoma.org. See Section 4 Inquiries.

2.14 GENERAL

Once the contract has been finalized, the performance of the described tasks must be fully coordinated with the Forester or his/her designee. Prior to beginning any work, the City will document the Haul Route's road condition. When all logging and construction work is completed, the Bidder must return the 5500 and 5530 road to an as-good or better condition. The performance bond shall not be released until all road work is complete.

2.15 COORDINATION WITH OTHERS

It is possible that other contractors or the City will be working in the contract area during the time of logging and log hauling. It shall be the responsibility of the Bidder to coordinate its work with other companies and/or contractors within the project area. It is required that the Bidder has and uses a Citizen Band (CB) radio when driving to and from the contract area on roads in the Watershed.

2.16 ARCHAEOLOGICAL INVESTIGATION

We do not anticipate that there are any known sites or potential areas of concern within the areas of work. However, if the Bidder uncovers or exposes any archaeological resources or artifact, he/she will stop work in the area of the find and immediately contact the Forester.

2.17 PROTECTION OF WATER SUPPLY

This contract area is within the City of Tacoma's Green River Watershed ("Watershed"), which is the source of the City's municipal unfiltered water supply. The Bidder agrees to conduct their activities in a manner which will not impair the quality or quantity of water available from this watershed area and will comply with the City's manual entitled, "Requirements for the Protection of Water Supply in the Green River Watershed", copy attached as Appendix H.

Some of the key requirements of this manual are as follows:

The Bidder shall take immediate action to contain and control all spills. Report any spills immediately to Watershed Office 253-502-8808 or 253-502-8860 or Headworks Control Station 253-502-8346 and Forester.

Human excrement or urine shall not be deposited in/on the Watershed except in pre-established portable toilets supplied by Tacoma Water.

No oil or any other petroleum base products, garbage, food waste, or any form of decaying, foul, or noxious matter, either liquid or solid, may be thrown, spread or otherwise deposited in any waters or on or beneath the surface of the ground.

No camps or housing facilities may be moved into, constructed, or maintained within the Watershed area without approval of Tacoma Water.

Pesticides or plant nutrients shall not be applied to the Watershed without prior notification of Tacoma Water. Notification shall be required for each specific project two days before application.

No person shall be taken in or allowed to enter the Watershed with the Bidder unless that person is in the employment of the Bidder or authorized to enter by Tacoma Water.

Bidder shall travel to and from the work sites on the roads designated for this contract and not deviate from those routes without the Foresters prior approval. The Bidder shall not stop on the roadways except in case of vehicle mechanical failure or unsafe road conditions. The Bidder shall drive the roads in a safe manner appropriate to the road and weather conditions and not exceed the posted speed limit.

The Bidder shall not trespass on the rights of other landowners in the Watershed.

There is no recreation (fishing, swimming, boating, camping, hiking and hunting) allowed in the access controlled area of the Watershed, except for a permit hunt in the fall.

The Bidder will inform all those who enter the Watershed on their behalf about the nature of the Watershed and the serious consequences arising from failure to comply with Tacoma Water's regulations.

Bidder and all their employees, subcontractors, and suppliers must use Tacoma Water supplied sanitary facilities or may choose to provide portable self contained chemical toilets at the work sites, for its workers' use. Bidder supplied facilities will be provided at the Bidder's expense and serviced weekly for 10 or less people based on a 40 hour work week, according to WAC 296-155-140.

Bidder shall remove from the contract area, as often as may be required by Tacoma Water, all refuse, and deleterious material and upon completion of the contract, Bidder shall leave area clean. All petroleum products shall be removed from the area and deposited in an approved disposal area. Should Bidder fail to comply with this provision after notice from Tacoma Water, Tacoma Water may cause the same to be removed and charge the expense to the Bidder and Bidder agrees to pay said expense.

Noncompliance with the above water supply protection rules will be grounds for barring sited Bidder's employees or subcontractors from entering the Watershed and or suspension of this contract.

2.18 HABITAT CONSERVATION PLAN (HCP) CONTRACTOR AWARENESS NOTICE

The City of Tacoma Public Utilities, Water Division (Tacoma Water) has entered into a Habitat Conservation Plan (HCP) with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (the Services) to address forestland management issues relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this contract are located within Tacoma Water's HCP area and are subject to the terms and conditions of the HCP, and the Services' Incidental Take Permit Nos. TE044757-0 and 1305 (collectively referred to as ITP), or as amended hereafter by the Services. The ITP authorizes the incidental take of certain federally listed threatened and endangered species, as specified in the ITP conditions. All HCP materials, including the ITP, are available for review at the Watershed Office, 36982 Green River Headworks Road, Ravensdale, Washington and the Tacoma Public Utilities Administration Building, Records Management Office, at 3628 South 35th Street, Tacoma, Washington.

By signing this contract, the Bidder agrees to comply with the terms and conditions of the ITP and the following Reporting Requirements. Tacoma Water agrees to authorize the lawful activities of the Bidder carried out pursuant to this contract, PROVIDED the Bidder remains in compliance with the terms and conditions of both the HCP and ITP. The requirements set forth in this contract are intended to comply with the terms and conditions of

the HCP and ITP. Accordingly, non-compliance with the terms and conditions of the HCP and ITP will render the authorization provided in this paragraph void, be deemed a breach of this contract and may subject the Bidder to liability for violation of the Endangered Species Act.

Any modifications to this contract shall be proposed in writing by the Bidder. Bidder shall continue to meet the terms and conditions of the HCP and ITP, and shall require the prior written approval of the City of Tacoma by the Tacoma Water Superintendent before taking effect.

2.19 PURCHASER REPORTING REQUIREMENTS

The Bidder shall immediately notify the Forester of sightings and locations of a marbled murrelet, northern spotted owl, gray wolf, grizzly bear, California wolverine, Canada lynx and Pacific fisher; within 24-hours of the sighting.

Upon locating any dead (except spawned-out fish carcasses), injured, or sick individuals of any listed species covered by the ITP (see Table 1 below), the Bidder shall immediately notify the Forester. The Bidder shall notify the Forester if there is any doubt as to identification of a discovered listed species. Bidder may be required to take certain actions to help the Forester safeguard the well being of any live, injured or sick specimens of any listed species discovered, until the Forester can determine the proper disposition of such specimens. The Forester will explain any such requirements to the Bidder during the Pre-Work Conference. In all circumstances, notification must occur within a 24-hour time period.

Provisions and requirements of the HCP and ITP shall be clearly presented and explained to Bidder by the Forester during the Pre-Work Conference. All applicable provisions of the HCP, ITP, Reporting Requirements and Implementation Manual must be presented and clearly explained by the Bidder to all authorized officers, employees, purchasers, or agents of the Bidder conducting authorized activities in the HCP area. Any questions the Bidder may have about the requirements contained herein, should be directed to the Forester.

TABLE 1--LISTED SPECIES COVERED BY TACOMA WATER'S INCIDENTAL

TAKE PERMITS

Mammals: Grizzly Bear, Ursus arctos Gray Wolf, Canis lupus Canada Lynx, Lynx Canadensis

Birds:

Bald Eagle, Haliaeetus leucocephalus Marbled Murrelet, Brachyramphus marmoratus Northern Spotted Owl, Strix occidentalis caurina

Fish:

Chinook Salmon, Oncorhynchus tshawytscha Bull Trout, Salvelinus confluentus

Species listed as threatened or Endangered under the Endangered Species Act at the time of permit issuance on July 9, 2001.

2.20 FIRE PROTECTION

Purchaser acknowledges that operations under this Contract may increase the risk of fire. Bidder shall comply with all State Forest Protection laws as provided in WAC 332-24 and RCW 76.04 and further agrees to use the highest degree of care to prevent uncontrolled fires from starting. This timber sale is located in DNR Shut Down Zone 659N. The Bidder may call for the Industrial Fire Precaution Level (IFPL) at 1-800-527-3305 or upon entering the Watershed, observe the posted Industrial Fire Precaution Level and abide by the operating rules for that precaution level.

On discovery of fire, immediately notify the State DNR South Puget Sound Fire Desk at 360-802-7058 or after work hours at 1-800-562-6010 (DNR Olympia) and Jarrod Kaiser at 253-502-8808 (office) or 253-381-3675 (cell) or Headworks Control Station at 253-502-8346 or 360-886-1601. Devote every reasonable effort and all facilities and employees to the prevention and suppression of any fire on or near the sale area, regardless of its cause, place or origin.

From April 15 to October 15, furnish and maintain on site:

An instrument suitable for accurately measuring the relative humidity of the air.

A pump truck or pump trailer of at least 300 gallon capacity, full of water, with a suitable pump and at least 500-feet of 1-1/2-inch hose, fittings and shut-off nozzles, sufficient to reach the Contract Unit within five (5) minutes after the start of any fire, all in good condition and ready for use, with personnel trained in their use.

At least two (2) five gallon backpack pump cans and the minimum number of hand firefighting tools required by law.

For at least one (1) hour after cessation of daily operations, a watchman capable of operating all fire equipment and equipment and equipmed with a telephone capable of summoning fire control agencies and Tacoma Water.

Suspend operations, except fire prevention, suppression and control, whenever the relative humidity is 30-percent or lower, or when in Tacoma Water's judgment, suspension is necessary to guard against fire because of excessive flammable debris, low humidity, low fuel moisture content, high wind or temperature, or other conditions and not resume operations until authorized by Tacoma Water.

2.21 ROAD USE

Bidder is authorized to use the following Tacoma Water roads: 5500 Road and 5516 Road as shown on the Driving and Activity Maps.

The Bidder shall not block the 5500 and 5516 roads with equipment, trees or logs during the term of this contract, unless authority is granted by the Forester.

Bidder will perform road maintenance work at their cost on all roads to maintain proper drainage and to keep the road surface in a like condition to when they started using the road, clear of debris, smooth and crowned if directed by the Forester.

ADDITIONAL ROADS: The Bidder is responsible for the construction of any additional spur road, skid trail or landing not provided by Tacoma Water. Roads, trails and landings proposed by the Bidder need to be preapproved in writing by Tacoma Water before construction. Maintenance is required on Bidder built roads.

2.22 TRESPASS AND UNAUTHORIZED ACTIVITY

Any cutting, removal, or damage of forest products by Bidder, its employees, agents, or invitees, including independent Purchasers, in a manner inconsistent with the terms of this contract or State law, is unauthorized. Such activity may subject Bidder to liability for triple the value of said forest products under RCW 79.02.320 or RCW 79.02.300 and may result in prosecution under RCW 79.02.330 or other applicable statutes.

2.23 LIQUIDATED DAMAGES OR FAILURE TO PERFORM

The following clauses in this section of the contract provide for liquidated damages for the Bidder's breach and are not penalties. They are reasonable estimates of anticipated harm to Tacoma Water caused by the Bidder's breach. Tacoma Water and Bidder agree to these liquidated damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Bidder by allowing the Bidder to better assess its responsibilities under the contract.

Damages for Failure to Remove Forest Products

The Bidder's failure to remove all of the forest products specified prior to the expiration of the contract operating authority results in substantial injury to Tacoma Water. The value of the forest products sold at the time of breach is not readily ascertainable. The Bidder's failure to perform disrupts Tacoma Water's management plans in the project area, the actual cost of which is difficult to assess. A re-offering of the contract involves additional time and expense and is not an adequate remedy. Therefore, the Bidder agrees to an amount calculated according to the following guidelines:

Full stumpage value will be assessed for felled trees, or clumps not thinned greater than three acres in size, plus all costs associated with scaling and computing the stumpage value of the forest products left.

35% of full stumpage value will be assessed for clumps not thinned less than three acres in size, plus all costs associated with scaling and computing the stumpage value of the forest products left.

The stumpage value of forest products left shall be determined by Tacoma Water or a third party scaling organization utilizing whatever method(s) best suited for accurate volume and acreage measurement as determined by Tacoma Water.

Damages for Excessive Timber Breakage

Excessive breakage of timber results in substantial injury to the City of Tacoma and Tacoma Water. The value of the forest products sold at the time of breach is not readily ascertainable. Therefore, the Bidder agrees to pay an amount calculated according to the following:

The value for excessive timber breakage will be determined at a rate, which reflects the log sort price that the Bidder's would have paid for unbroken logs minus the cost of delivery, plus all costs associated with scaling and computing the stumpage value of the forest products excessively broken.

The stumpage value of forest products excessively broken shall be determined by Tacoma Water or a third party scaling organization utilizing whatever method(s) best suited for accurate volume measurement as determined by Tacoma Water.

Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load, weighing or scaling forest products in a location other than the facilities authorized for use for this sale, and failing to deliver load ticket to the weighing/scaling official all result in substantial injury to Tacoma Water. The potential loss from not having proper branding, ticketing, weighing locations and accountability is not readily

ascertainable. These contractual breaches result in a loss of load and weighting/scaling data the potential for the removal of forest products for which Tacoma Water receives no payment, and cause increases in Tacoma Water's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, the Bidder agrees to pay the following amounts, as liquidated damages, to compensate Tacoma Water for these breaches: a sum of \$100.00 each time a load of logs does not have branding as required in the contract, \$250.00 each time a load of logs does not have a load ticket as required by the contract, \$250.00 each time a load ticket has not been filled out as required by the plan of operations, \$250.00 each time a load is weighed at a facility not approved as required by the contract, and \$250.00 each time load and weight scale data is not presented to the weighing/scaling official.

3. CALENDAR OF EVENTS

This is a tentative schedule only and may be altered at the sole discretion of the City.

The anticipated schedule of events concerning this RFB is as follows:

Pre-Bid Meeting:	4/1/2022
Question Deadline:	4/8/2022
City response to Questions on or about:	4/15/2022
Submittal Due Date:	4/25/2022
Anticipated Award Date:	June, 2022

4. INQUIRIES

4.1 Questions and requests for clarification of the specifications may be submitted in writing by 3:00 p.m., Pacific Time, Friday April 8, 2022, to Carly Fowler, Purchasing Division, via email to CFowler@cityoftacoma.org. Subject line of email should read:

TW22-0027N - Question and Answer - VENDOR NAME

- **4.2** Questions received after this deadline may not be answered.
- **4.3** The City will not be responsible for unsuccessful submittal of questions.
- **4.4** Questions marked confidential will not be answered or included.
- **4.5** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- **4.6** The answers are not typically considered an addendum.
- **4.7** Written answers to questions will be posted on the Purchasing website at www.TacomaPurchasing.org on or about Friday April 15, 2022.

5. PRE-BID MEETING

5.1 A pre-bid meeting will be held at 9:00 a.m., Friday April 1, 2022 at:

Tacoma Water's Headworks Office 36525 SE Green River Headworks Road, Ravensdale, WA.

5.2 Make sure to refer to Watershed Access Requirements for Pre-Bid Meeting in Reference Documents

- **5.3** The purpose of the pre-bid meeting is to answer questions about the solicitation and for site examination.
- **5.4** Attendance at a pre-bid meeting is not required to submit a bid.

6. DISCLAIMERS

- **6.1** The Bidder is responsible for examining the site prior to submitting a bid. The purpose of the pre-bid meeting is to answer questions about the solicitation and for site examination.
- 6.2 The bidder agrees to be responsible for examining the site and products and to have compared them with this request for bid, cruise data, and maps/drawings, and to be satisfied as to the terrain and difficulties in execution of the proposed contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, special work conditions including work schedules, obstacles and contingencies) before the delivery of his/her bid.
- **6.3** No allowance will be subsequently made by the City on behalf of the bidder because of any error or neglect on the bidder's part, for such uncertainties as indicated above.
- 6.4 The City is not liable for any costs incurred by the Respondent for the preparation of materials or a proposal submitted in response to this RFB, for conducting any presentations to the City, or any other activities related to responding to this RFB, or to any subsequent requirements of the contract negotiation process.

7. CONTRACT TERM

The Bidder shall be required to complete all work by October 15, 2023 (Expiration Date).

8. RESPONSIVENESS

The City reserves the right and holds at its discretion the following rights and options:

To waive any or all informalities
To award one or more contracts
To award by line item or group of line items
To not award one or more items
To not award a contract
To issue subsequent bids

Bid proposals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All bid proposals will be reviewed by the City to determine compliance with the requirements and instructions specified in this Request For Bids (RFB). The bidder is specifically notified that failure to comply with any part of the RFB may result in rejection of the bid proposal as non-responsive. The City reserves the right, in its sole

discretion, to waive irregularities deemed by the City to be immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's.

The final selections, if any, will be that bid proposal which, in the sole judgment of City, after review of all submissions, best meets the requirements set forth in the RFB. Any contract value over \$500,000 is subject to City Council and / or Public Utility Board approval.

9. AWARD

Award of this contract will be to the highest responsive and responsible bidder based on the highest totals. All bidders shall provide unit pricing for all bid items. The City reserves the right to not award a specific item or all items, if in the best interest of the City. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

In evaluating the proposals, the City may also consider any or all of the following:

- Compliance with specification.
- Proposal prices, listed separately if requested, as well as a lump sum total.
- Time of completion/delivery.
- Warranty terms.
- Bidder's responsibility based on, but not limited to:
 - Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.
 - References, judgment, experience, efficiency and stability.
 - Whether the contract can be performed within the time specified.
 - Quality of performance of previous contracts or services.

All other elements or factors, whether or not specifically provided for in this specification, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of this contract. The final award decision will be based on the best interests of the City.

10. INSURANCE

Bidder agrees to provide and keep current insurance coverage that meets the City's insurance requirements. Appendix

11. PRICING

All pricing shall include the costs of bid preparation, all labor, tools, equipment and materials to harvest and deliver the items / services listed. The pricing is to remain firm for the contract term.

12. BID BOND

The attached Bid Bond (Bid Forms) must be executed by the person legally authorized to sign the bid and must be properly signed by representatives of the surety company unless the bid is accompanied by a certified check or cashier's check.

- 12.1 If a Bid Bond is used, the form furnished by the City must be followed; no variation from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, "five percent of the amount of the accompanying proposal". Bid Bonds will not be returned. Bid Bond should be submitted electronically with bid submittal. Hard copies should be postmarked no later than the submittal date.
- 12.2 If a certified or cashier's check is provided by the successful Respondent(s), the amount of their check will be refunded after award of the Contract, City's receipt of the signed Contract, and acceptance of the Performance Bond, if applicable. Unsuccessful Respondents providing certified checks will be refunded the amount of their check upon award of the Contract.

13. PERFORMANCE AND PAYMENT BONDS

- **13.1** A performance bond, including power of attorney in the amount of \$50,000 is a post award requirement.
 - A. Performance security must remain in full force over the duration of the contract length, including extensions.
 - B. Bidder shall not operate unless the performance security has been accepted by the City of Tacoma.
 - C. If at any time The City of Tacoma decides that the security document or amount has become unsatisfactory, Bidder agrees to suspend operations and replace the security with one acceptable to the City or to supplement the amount of the existing security.
 - D. The City of Tacoma may also require increases to the existing performance security at any time.
- **13.2** Bidder will prepay for forest products to be cut prior to cutting, or will guarantee payment by posting an approved payment security. The amount of prepayment or payment security will be determined by Tacoma Water based on the Bidder's cutting plan and shall never be less than 25% of the full bid value.
 - A. Cutting must cease before the value of the cut timber exceeds the payment security.
 - B. If a payment bond is selected for this security, the City's bond form must be used. (See Sample Documents)
- **13.3** The City's bond forms must be used. (See Sample Documents).
- **13.4** Both bonds must be executed by a surety company licensed to do business in the state of Washington.
- **13.5** Any costs associated with acquiring bonds will not be reimbursed or paid as a separate line item.
- **13.6** For a supply-type contract, a certified or cashier's check or cash may be substituted for the bond; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

14. MATERIALS AND WORKMANSHIP

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in

accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

15. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City of Tacoma's <u>Sustainable Procurement Policy</u>, it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Reduction of pollutant releases
- · Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste manage reduction plans
- Potential impact on human health and the environment

16. EQUITY IN CONTRACTING

The City of Tacoma is committed to encouraging firms certified through the <u>Washington State Office of Minority and Women's Business Enterprise</u> to participate in City contracting opportunities. See the **TMC 1.07 Equity in Contracting Program website**.

TECHNICAL PROVISIONS

A. SCOPE OF WORK AND DELIVERABLES

LOGGING

Bidder shall not deviate from the requirements set forth in this contract without prior written approval from the Forester. All work, equipment, and materials necessary to perform this contract shall be the responsibility of Bidder.

Prior to beginning operations, Bidder and Forester will conduct a pre-work meeting. Bidder shall prepare an acceptable harvest/road work plan, as part of this meeting. The plan shall be approved in writing by the Forester.

An Emergency Response Plan (ERP) shall be provided to the Forester containing but not limited to, valid contact numbers and procedures for medical emergencies, fire, hazardous spills, forest practice violations and any unauthorized or unlawful activity on or in the vicinity of the sale area. The Forester and Tacoma Water shall be promptly notified whenever an incident occurs requiring an emergency response. The ERP must be presented for inspection at the pre-work meeting and kept readily available to all personnel, including subcontractors, on site during active operations.

No equipment may operate outside the unit boundaries unless authority to do so is granted in writing by the Forester.

Hauling, Mechanical Cutting and Yarding will not be permitted from October 15 to April 30 unless authorized in writing by the Forester.

Fall all trees into the sale area. Any tree landing outside the sale area must not be removed without permission from the Forester.

Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization of merchantable forest products.

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed 12 inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher.

Landings must be constructed along bidder constructed spur roads.

Snags: Leave all snags, unless they must to be felled for safety reasons, except cut all snags for safety reasons (hardwood or conifer) that could fall on the 5500 and 5516 roads as directed by the Forester.

The merchantable trees remaining on site are to be left undamaged, damage exists when one or more of the following criteria are satisfied as a result of Bidder's operation:

- A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 288 square inches.
- A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- A leave tree has more than 1/3 of the circumference of its root system in ured.

Excessive damage is established when more than 10 percent of the remaining merchantable trees are damaged in a unit. The damaged trees will be identified by the Forester.

If Bidder's operations are deemed to have excessive damage, the trees damaged result in substantial injury to Tacoma Water. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Bidder agrees to pay Tacoma Water as liquidated damages at the rate of \$200.00 per tree for all damaged trees in the unit.

Landings and yarding trails shall be pre-planned and approved by the Forester prior to constructing and/or timber falling. A yarding trail is defined as any trail used more than Twice to move logs.

All yarding must be done using equipment that will not damage soil. Only low ground pressure machines will be allowed in the Contract Units. Ground based equipment may be restricted during wet weather if in the opinion of the Forester excessive yarding trail damage may occur. Excessive yarding trail damage is not permitted. Yarding trail damage is considered excessive when more than 10 percent of active trail has ruts greater than 12 inches in depth.

Logging slash is to be spread on yarding trails to reduce compaction and damage; all yarding trails must have a slash mat in the trail before yarding begins and actively maintained as needed after yarding begins. Slash at landing sites is to be scattered on landing. Slash is not to be piled and must be well scattered unless other arrangements are agreed to in writing by the Forester.

Yarding trail will not exceed 18 feet in width, including rub trees. Yarding trails should be at least two tree lengths apart.

Yarding trails shall not cover more than 10 percent of the total acreage on each unit.

Except for rub trees, yarding trails shall be felled and yarded prior to falling adjacent timber.

Yarding trails will be water barred at the completion of use, if required by the Forester.

Bidder shall provide for drainage on all landing surfaces constructed.

Bidder shall not set, or allow to be set by Bidder's employees, agents, invitees and independent contractors, any open fire at any time of the year.

Bidder shall notify all employees and contractors working on this sale that any danger tree may be felled. Bidder is responsible to meet prescription requirements, it is strongly advised to remove all danger trees first.

Signs: The following signs are required while operating; any falling within 200 feet of the 5500 or 5516 roads requires "Caution, timber falling ahead" signs on each side of working area.

Required Removal of Forest Products

Bidder shall remove from the sale area, present for scaling all merchantable forest products that meet the following minimum dimensions unless directed otherwise by the Forester:

Species	Net bd ft	Log length (ft)	Log dib
Conifer	10	12	5
Hardwood	20	16	5

Tacoma Water may treat failure to remove forest products left in the sale area that meet the above specifications as a breach of this contract. The Bidder shall be responsible for forest products not removed. At Tacoma Water's option, Tacoma Water or a third party scaling organization may scale forest products, for volume, that meet the above specifications and are left in the sale area. Tacoma Water may charge the Bidder the value of forest products not removed at the bid rates. All costs associated with scaling and computing the billing for forest products left in the sale area will be charged to the Bidder.

Merchantable Forest Products

Merchantable forest products are logs or parts of logs as defined by the requirements for the lowest sawmill grade of the standard log scaling rules applicable to this contract. Logs or parts of logs not meeting merchantable forest products minimum requirements are considered pulp logs. Logs that do not meet minimum utility specifications are considered cull logs. Non-merchantable logs are logs not meeting the minimum merchantability requirements of the scaling rules as designated for this contract.

Determination of volume and grade of any forest products shall be made in accordance with the official log scaling and grading rules developed by the Northwest Log Rules Advisory Group that are in effect on the date of confirmation of this contract unless otherwise stated.

Log Branding and Painting

Forest products shall be branded with a brand furnished by Tacoma Water prior to removal from the landing. All purchased timber shall be branded in a manner that meets the requirements of WAC 240-15-030(2)(a)(i). All timber purchased shall also be painted in a manner that meets the requirements of WAC 240-15-030(2)(a)(ii).

In addition, for pulp loads, bidder shall brand at least 3 logs with legible brands at one end. Also, 10 logs shall be painted at one end with durable paint.

If branding hammer is lost or stolen, Bidder will pay Tacoma Water \$500.00 for replacement.

Load Tickets:

The Bidder will complete Tacoma Water's Load Ticket for each log truck load of logs hauled from the Units prior to leaving the Unit. The Load Ticket will indicate the date, brand, producer, destination, trucker, species, sort (saw log, pulp), number of pieces (logs) and comments (unit number) for each load. The White (destination) and Canary (trucker) copies will be given to the truck driver who will then give the Canary copy to the gate guard on leaving the Watershed and the White copy to the destination or mill on arrival at the point of scaling. The Bidder will retain the Pink (producer) copy and the last Gold (book) copy will be left in the book. The Gold copy will be returned to the Forester when requested or when the book is complete or when hauling is finished. The Bidder is accountable for each load of logs removed from the Units.

PREVENTION OF DAMAGE AND CONSENQUENCES OF BIDDER-CAUSED DAMAGE

The Bidder agrees to exercise due care and caution at all times to avoid damage to all special resources including environmentally sensitive areas, water, riparian zones, and cultural areas. Additionally, the Bidder agrees to protect all improvements on Tacoma Water property affected by the work of this contract including, but not limited to, roads, culverts, bridges, ditches, utility lines, and buildings. They must be left in a like condition to the way they were immediately prior to the Bidder's use.

If damages occur due to the Bidder's operations, the Bidder shall be responsible for repair or restoration costs, or other compensation measures as described in this contract. Tacoma Water may deduct damage or restoration costs from payments to the Bidder or utilize the performance bond. This clause shall not relieve the Bidder from other applicable civil or criminal remedies provided by law.

ROAD MAINTENANCE

Road maintenance is the responsibility of the Bidder. Many factors may affect maintenance needs including, but not limited to, choice of operating season, weather, equipment and use. All rocked roads must be kept in a functional, rut free condition when operating or when operations are temporarily suspended.

Tacoma Water may shut down road use if, in the Foresters opinion, there is sediment impacting a stream or wetland, or if there is significant damage or potential damage to the road. The Bidder may have the option to complete the necessary repairs and continue operating. Following harvest, the culverts, ditches and cutbanks must be clean and functional. The road subgrade and surface, must be returned to the same condition or better as prior to use.

Road work and associated work provisions of the Road Plan for this sale, as listed as Appendix D are hereby made a part of this contract.

REFERENCE DOCUMENTS

Watershed Access Requirements for Pre-Bid Meetingg
Sample Contract
City of Tacoma Insurance Requirements
Sample Payment Bond
Sample Performance Bond
Sample Bond in lieu of Retainage
General Provision

Watershed Access Requirements for Pre-Bid Meeting

Access for all potential bidders requires an access permit or day pass, after receipt of access credentials and explanation of special watershed requirements, the driver and passengers will be allowed entry into the watershed. Drivers are required to inform any passengers that they are entering a domestic water supply area and inform them of all special requirements.

The items listed below are required to obtain access credentials:

- 1. Valid driver's license
- 2. Proof of vehicle registration, must be current
- 3. Proof of vehicle insurance, must be current

ADDITIONAL REQUIREMENTS

- 1. Bidder(s) acknowledge that the Watershed roads are rough and appropriate driving precautions must be taken. Bidder(s) agree to hold harmless and indemnify the City of Tacoma, its officers, employees and other road owners and easement holders from all claims for monetary damages, litigation and judgements arising from or related to the use of the Watershed roads and other access privileges.
- 2. The City does not warrant the condition of the road, and bidder(s) use the roadway at their own risk.
- 3. Bidder(s) are required to follow all safety guidelines on City of Tacoma roads including: following posted maximum speeds and other road-use instructions and calling out all mile and half mile markers using a CB radio. Headlights must remain on while driving.
- 4. All bidder(s) granted access to the Green River Watershed over City-owned or controlled roadways are required to comply with the City of Tacoma regulations as stated in the "Requirements for the Protection of Water Supply in the Green River Watershed." Copies are available upon request at the Headworks Operations Building.
- 5. Bidder(s) shall not stop on City of Tacoma roadways, except in case of vehicle mechanical failure or unsafe road conditions.
- 6. The permit holder must notify City of Tacoma staff immediately if a hazardous material spill occurs. Hazardous materials include but are not limited to: fuels, oils, coolants, pesticides, or any other substance that could pose a hazard to, or is known to have adverse effects on drinking water.
- 7. No unauthorized riders are allowed and no persons under the age of 18 are allowed.
- 8. The bidder(s) shall not trespass on the property right of the City of Tacoma or other landowners in the Watershed and shall not commit any act that may affect the quality of water. Bidders found in any body of water for anything other than pre-bid meeting requirements will have their access privileges revoked.

This permit provides access to and from the job location only.

CONTRACT

Resolution No. Contract No.

This Contract is made and entered into effective this _____ day of ,20 , ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and legal name of Supplier including type of business entity ("Contractor").

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":
 - 1. Specification No. Enter Spec Number and Enter Spec Title together with all authorized addenda.
 - 2. Contractor's submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. Enter Spec Number and Enter Spec Title.
 - 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

- II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 - 1. Contract
 - 2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. [May remove if not applicable]
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
 - \$, plus any applicable taxes.
- V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VI. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
- VII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:	CONTRACTOR:	
Ву:	By:	

(City of Tacoma use only - blank lines are intentional)

Director of Finance:
City Attorney (approved as to form):
Approved By:

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.

Insurance Requirements
Template Revised 10/3/2019

Spec/Contract Number: TW21-0506N

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.1.2

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury

Insurance Requirements
Template Revised 10/3/2019

Spec/Contract Number: TW21-0506N

Page 3 of 4

and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

4.3.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

4.5 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

Insurance Requirements Spec/Contract Number: TW21-0506N



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.

That we, the undersigned	,	
as principal, and		
as a surety, are jointly and severa	lly held and firmly bound to the CITY OF TACOMA, in t	he penal sum of,
\$, for the payment whereof Contractor and S	urety bind themselves,
their executors, administrators, le	gal representatives, successors and assigns, jointly and	d severally, firmly by these presents.
This obligation is entered into Tacoma.	in pursuance of the statutes of the State of Washingto	n, the Ordinances of the City of
	ant to the City Charter and general ordinances of the C nden principal, a contract, providing for	ity of Tacoma, the said City has or is
Specification No.		
Specification Title:		
Contract No.		

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

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

No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the City, and where required, the Contractor, in accordance with RCW 39.08.030.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

If any claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.

Resolution No. Bond No. Specification No. Contract No.

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

Principal: Enter Vendor Legal Name	A
By:	
Surety:	
By:	
Agent's Name:	
Agent's Address:	



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.

	Bond No.
That we, the undersigned,	
as principal, and	
as a surety, are jointly and severally held and firmly bound to the CITY OF TAO ${\sf TAO}$	•
, for the payment whereof Contra	
their executors, administrators, legal representatives, successors and assigns,	
This obligation is entered into in pursuance of the statutes of the State of Nacoma.	
WHEREAS, under and pursuant to the City Charter and general ordinance about to enter with the above bounden principal, a contract, providing for	es of the City of Tacoma, the said City has or is
Specification No.	
Specification Title:	
Contract No.	
(which contract is referenced to herein and is made a part hereof as though att WHEREAS, the said principal has accepted, the said contract, and undert the manner and within the time set forth.	
This statutory performance bond shall become null and void, if and when the p successors, or assigns shall well and faithfully perform all of the Principal's obl and conditions of all duly authorized modifications, additions and changes to stime and in the manner therein specified; and if such performance obligations force and effect.	igations under the Contract and fulfill all terms aid Contract that may hereafter be made, at the
The Surety for value received agrees that no change, extension of time, alteral specifications accompanying the Contract, or to the work to be performed under obligation on this bond, and waives notice of any change, extension of time, all or the work performed. The Surety agrees that modifications and changes to the increase the total amount to be paid the Principal shall automatically increase notice to Surety is not required for such increase.	er the Contract shall in any way affect its teration or addition to the terms of the Contract ne terms and conditions of the Contract that
If the City shall commence suit and obtain judgment against the Surety for reco such judgement, shall pay all costs and attorney's fees incurred by the City in any action arising out of in in connection with this bond shall be in Pierce Cour	enforcement of its rights hereunder. Venue for
Surety companies executing bonds must be authorized to transact business in in the current list of "Surety Companies Acceptable in Federal Bonds" as publis Bureau of Accounts, U.S. Department of the Treasury.	
One original bond shall be executed, and signed by the parties' duly authorized accompanied by a fully executed power of attorney for the office executing on	
Principal: Enter Vendor Legal Name	
Ву:	
Surety:	
Survey.	
Ву:	
·	
Agent's Name:	
Agent's Address:	

	Bond No
That we, as PRINCIPAL	L, and , a
corporation organized and existing under the laws of the State ofregistered to transact business as a surety in the State of Washingt bound unto the City of Tacoma, a political subdivision of the State of bound unto the beneficiaries of the trust fund created by Chapter 60, (\$	and ton, as SURETY, are by these presents held and firmly of Washington ("OBLIGEE"), and are similarly held and 0.28, RCW, in the sum of) lawful money of the United States of America plus five
percent (5%) of any increase in the contract amount that may occur materials and/or work, for the payment of which sum, well and truly administrators, successors and assigns jointly and severally hereun	r due to change order or other increases in the quantities c ∕ to be made, we bind ourselves, our heirs, executors,
WHEREAS, the Principal and the Obligee have entered into and ex	xecuted a certain contract for: (Contract No.).
dated, 20	,
The Contract requires the City of Tacoma to withhold from the Princexceed five percent (5%) from monies earned by said Principal during hereinafter referred to as earned retained funds; and	
The Principal has requested that the City of Tacoma not withhold ar in lieu thereof as allowed under the provisions of Chapter 60.28, RC	
The Condition of this Obligation is such that if the Principal shall use hereto for the trust and purposes set forth in Chapter 60.28, RCW, a from and against all losses, damages, claims, suits, demands, caus subject or in any way made liable by reason of or in consequence of having first reserved, withheld, or retained earned funds therefrom, in accordance with Chapter 60.28, RCW; otherwise, this Bond shall	and shall further indemnify and save the Obligee harmless ses, charges and expenses to which the Obligee may be of having made contract payments to Principal without then the Obligations of Surety hereunder shall be released. It remain in full force and effect.
PROVIDED, HOWEVER, it is expressly understood and agreed that	at:
 Any suit or action under this Bond must be instituted within the more than two (2) years from the date final payment under the contract hereby consents to and waives notice of any extensing a sasignment of obligations under the Contract, or Contract altered assignment of obligations under the Contract, or Contract altered contract for any reason; and Until written release of this obligation by the Obligee, this Bosurety for any reason; and The laws of the State of Washington shall govern the determinant hereunder and Venue for any dispute or claim hereunder shall. No final payment by City to Contractor under the Contract shall hereunder or create any defense to contract performance by 	the Contract falls due; tension in the time for performance of the Contract, iteration, termination, amendment or change order; and may not be terminated or cancelled by the Principal or mination of the rights and obligations of the parties hall be in Pierce County, Washington. The hall serve as a release of the obligations of the Surety by the Contractor and/or Surety.
Signed and Sealed this day of	, <u>20</u> .
Principal: Vendor Legal Name By: Surety:	
Ву:	_
Agent's Name:	_
Agent's Address:	_

GENERAL PROVISIONS

(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

Each Respondent must bid exactly as specified on the Proposal sheets. All proposals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out City Proposal Sheets

All proposals must be completed using the proposal sheets and forms included with this specification, and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Respondent in ink.

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

If a prospective Respondent has any questions concerning any part of the Proposal, he/she may submit a written request for answer of his/her questions. Any interpretation of the Proposal will be made by an Addendum duly issued and mailed or delivered to each prospective Respondent. Such addendum must be acknowledged in the proposal. The City of Tacoma will not be responsible for any other explanation or interpretation of the bid documents.

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

Each bid for construction must be accompanied either by a certified or cashier's check for 5 percent of the total amount bid, including tax, payable to the City Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5 percent of the total amount bid. The person legally authorized to sign the bid must sign all bid bonds. The approved bid bond form attached to these Specifications should be used: no substantial variations from the language thereof will be accepted.

If a bid bond is used, the 5 percent may be shown either in dollars and cents, or the bid bond may be filled in as follows, "5 percent of the total amount of the accompanying proposal."

The check of the successful Respondent will be returned after award of the Contract, acceptance of the Payment and Performance Bond and City's receipt of the signed Contract. The checks of all other Respondents will be returned immediately upon the award of the Contract. Bid bonds will not be returned.

1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

- **A.** Proposal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- **D.** For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.05 LICENSES/PERMITS

- A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at http://bls.dor.wa.gov.
- **B.** Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

Contractors for construction or public works construction are required to be licensed by the state. If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Respondent, then the Respondent's Washington State Contractor's Registration No. must accompany the bid.

1.07 BID IS NONCOLLUSIVE

The Respondent represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

In the evaluation of bids, the Respondent's experience, delivery time, quality of performance or product, conformance to the specifications and responsibility in performing other contracts (including satisfying all safety requirements) may be considered in addition to price. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. Respondents who are inexperienced or who fail to properly perform other contracts may have their bids rejected for such cause.

B. Pregualified Electrical Contractor

Certain types of electrical construction require special expertise, experience, and prequalification of the Contractor (or subcontractor) by the City. In such cases, the Respondent must be prequalified or the Respondent must subcontract with a City prequalified electrical contractor for the specialty work.

C. Insertions of Material Conflicting with Specifications

Only material inserted by the Respondent to meet requirements of the Specifications will be considered. Any other material inserted by the Respondent will be disregarded as being nonresponsive and may be grounds for rejection of the Respondent's Proposal.

D. Correction of Ambiguities and Obvious Errors

The City reserves the right to correct obvious errors in the Respondent's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Respondent may withdraw his/her Proposal prior to the scheduled bid opening time by delivering a written notice to the City's Procurement and Payables Office. The notice may be submitted in person or by mail; however, it must be received by the City's Procurement and Payables Office prior to the time of bid opening.

B. After Bid Opening

No Respondent will be permitted to withdraw his/her Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Respondent must submit written notice withdrawing his/her Proposal to the Purchasing Manager.

1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

The City Council or Public Utility Board of the City of Tacoma shall be the final judge as to which is the lowest and best bid in the interest of the City of Tacoma. The City reserves the right to reject any and all bids, waive minor deviations or informalities, and if necessary, call for new bids.

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a Contract after it has been awarded to the Respondent will be in breach of the agreement to enter the Contract and the Respondent's certified or cashier's check or bid bond shall be forfeited.

1.13 TAXES

A. Include In Proposal All Taxes

Respondent shall include in his/her Proposal all applicable local, city, state, and federal taxes. It is the Respondent's obligation to state on his/her Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Respondent.

B. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

C. City of Tacoma Business and Occupation Tax

Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of Tacoma, may be subject to the City of Tacoma's Business and Occupation Tax. It is the responsibility of the Respondent awarded the Contract to register with the City of Tacoma's Department of Tax and License, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

1.14 FIRM PRICES/ESCALATION

Except as specifically allowed by the Special Provisions, only firm prices will be accepted.

1.15 AWARD

A. Construction and/or Labor Contracts

Unless specifically noted in the Special Provisions or Proposal sheets, all construction and/or labor contracts will be awarded to only one Respondent.

B. Supply/Equipment Contracts

The City reserves the right to award an equipment or supply contract for any or all items to one or more Respondents as the interests of the City will be best satisfied.

1.16 INCREASE OR DECREASE IN QUANTITIES

The City of Tacoma reserves the right to increase or decrease the quantities of any items under this Contract and pay according to the unit prices quoted in the Proposal (with no adjustments for anticipated profit).

1.17 EXTENSION OF CONTRACT

Contracts resulting from this specification shall be subject to extension by mutual agreement per the same prices, terms and conditions.

1.18 PAYMENT TERMS

- A. Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- **B.** ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

1.19 PAYMENT METHOD - EPAYABLES - CREDIT CARD ACCEPTANCE - EFT/ACH ACCEPTANCE

- A. Payment methods include:
 - EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number
 provided by the City's commercial card provider. Suppliers accepting this option will receive "due
 immediately" payment terms. Two options for acceptance are available to suppliers. Both are
 accompanied by an emailed advice containing complete payment details:
 - Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
 - Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
 - Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
 - Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
 - Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
 - · Check or other cash equivalent. Standard terms are net 30 for this payment method.
- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.
- **C.** The City, in its sole discretion, will determine the method of payment for goods and/orservices as part of the Contract.

1.20 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are agreeable.

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

A. Respondent's Submittals, all documents and records comprising any Contract awarded to Respondent, and all other documents and records provided to the City by Respondent are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies; and Respondent has complied with the requirements to Respondent has complied with the requirements to mark records considered confidential or proprietary

as such requirements are stated below, City agrees to provide Respondent 10 days written notice of impending release. Should legal action thereafter be initiated by Respondent to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Respondent, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Respondent took no action to oppose the release of information.

B. If Respondent provides City with records or information that Respondent considers confidential or proprietary, Respondent must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Respondent expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s). Submission of materials in response to City's Solicitation shall constitute assent by Respondent to the foregoing procedure and Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.22 FEDERAL AID PROJECTS

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

The Respondent to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma, within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. Certain contracts for supplies, goods or equipment may use the City Purchase Order in place of a formal contract document.

B. Surety Bonds

Except as modified by the Special Provisions, the Respondent to whom the Contract is awarded shall provide a payment and performance bond, including power of attorney, for 100 percent of the amount of his/her bid (including sales taxes), to insure complete performance of the Contract including the guarantee. The bonds must be executed by a surety company licensed to do business in the State of Washington. For a supply-type contract, a cashier's check or cash may be substituted for the bonds; however, this cash or cashier's check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

C. Independent Contractor

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.

2.02 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- 1. Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
- 2. Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
- 3. Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

2.03 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

B. Inspector's Authority

The inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Director or Superintendent, whose decision shall be final. The word "Director" means the Director of the City of Tacoma General Government department that is administering the contract. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities Division that is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular City Department or Division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with all orders and instructions given by the representative of the particular Department or Division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any nondelegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.

2.05 INDEMNIFICATION

A. Indemnification

Contractor acknowledges that pursuant to the terms of this agreement, Contractor is solely and totally responsible for the safety of all persons and property in the performance of this Contract. To the greatest extent allowed by law, Contractor assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnity, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Contractor's or subcontractor's employees) or damage to property involving Contractor, or subcontractor(s) and their employees or agents, arising out of and in connection with or incident to the performance of the Contract including if the City is found to have a nondelegable duty to see that work is performed with requisite care, except for injuries or damages caused by the sole negligence of the City. In this regard, Contractor recognizes that Contractor is waiving immunity under industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. In addition, within the context of competitive bidding laws, it is agreed that this indemnification has been mutually negotiated. Provided however, this provision is intended to be applicable to the parties to this agreement and it shall not be interpreted to allow a Contractor's employee to have a claim or cause of action against Contractor.

B. Limitation of Liability for Primarily Supply-Type Contracts

In all contracts where the total cost of the supply of materials and/or equipment constitute at least 70 percent of the total contract price (as determined by the City), the City agrees that it will not hold the contractor, supplier or manufacturer liable for consequential damages for that part of the contract related to the manufacture and/or design of the equipment, materials or supplies.

2.06 CONTRACTOR'S INSURANCE

- **A.** During the course and performance of a Contract, Contractor will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.
- **B.** Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

The Contract shall not be assigned except with the consent of the Superintendent or his/her designee.

Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

D. Subletting

The Contract shall not be sublet except with the written consent of the Superintendent or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

2.08 **DELAY**

E. Extension of Time

With the written approval of the Superintendent or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the Superintendent's opinion the additional time requested arises from unavoidable delay.

F. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the Engineer of the particular Division involved in administering this Contract.

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contract or to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience to the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

B. Guarantee for Supply Contracts

Unless a longer period is specified, the supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the City. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.

C. Guarantee Period Extension

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Contractor and accepted by the City. In addition, in the event less than ninety (90) days remain on the guarantee period (after recalculating), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the City.

2.10 DEDUCTIONS FOR UNCORRECTED WORK

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

- 1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Contractor. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
- 2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10-business day's written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause

- 1. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Contractor's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach
- 2. Bankruptcy. If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said I 0 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.
- 3. Notice. In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

2.13 LEGAL DISPUTES

A. General

Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.

Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

B. Attorney Fees

For contracts up to \$250,000, which become the subject of litigation or arbitration, the substantially prevailing party may be entitled to reasonable attorney fees, as provided in RCW 39.04.240. Provided, however, the attorney fee hourly rate for the City of Tacoma's assistant city attorneys is agreed to be \$150 per hour or the same as the hourly rate for Contractor's legal counsel, whichever is greater.

2.14 DELIVERY

Prices must be quoted F.O.B. destination, freight prepaid and allowed with risk of loss during transit remaining with Contractor/Supplier (unless otherwise stated in these Specifications) to the designated address set forth in these Specifications.

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma).

Legal holidays of the City of Tacoma are:

New Year's Day January I

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

3rd Monday in February
Last Monday in May

Independence Day July 4

Labor Day 1st Monday in September

Veteran's Day November 11

Thanksgiving Day 4th Thursday of November Day after Thanksgiving 4th Friday of November

Christmas Day December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

2.15 PACKING SLIPS AND INVOICES

- **A.** Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.
- **B.** Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
 - For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
 - For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to_ accountspayable@cityoftacoma.org.

3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.

2.16 APPROVED EQUALS

A. Unless an item is indicated as "No substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the respondent specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal".

- **B.** The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the respondent to be an "equal", the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the respondent's expense.
- **C.** When a brand name or level of quality is not stated by the respondent, it is understood the offer is exactly as specified. If more than one brand name is specified, respondents must clearly indicate the brand and model/part number being bid.

2.17 ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

2.18 CODE OF ETHICS

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and prohibits certain unethical conduct by others including respondents and contractors. Violation of the City's Code of Ethics will be grounds for termination of this contract.

2.19 FEDERAL FINANCIAL ASSISTANCE

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

- A. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

- 1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

- 1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. Contractor agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

- 1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- Contractor must comply with 2 C.F.R. pt. 180, subpart C and C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

- 1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with City. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.
- 2. If applicable, Contractor must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

· ———	_, certifies or affirms the truthfulness and accuracy of each statement of its if any. In addition, the Contractor understands and agrees that the provisions of
	strative Remedies for False Claims and Statements, apply to this certification and
Signature of Contractor's A	uthorized Official
Name and Title of Contract	or's Authorized Official
Date	

G. PROCUREMENT OF RECOVERED MATERIALS

- 1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

[Section III is for contracts that involve construction and/or labor, and are not applicable to contracts solely for material/supply purchases.]

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS AND ARE IN ADDITION TO APPLICABLE REQUIREMENTS CONTAINED IN SECTION II CONTRACT REQUIREMENTS.

3.01 RESPONDENT'S DUTY TO EXAMINE

The Respondent agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Respondent by reason of any error or neglect on Respondent's part, for such uncertainties as aforesaid.

3.02 PERMITS

Except when modified by the Special Provisions, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

3.03 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor is required to call "one call" at 1-800-424-5555 for all work involving excavation or digging more than 12 inches beneath ground or road surface.

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City department responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(I), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (department responsible for this Contract) for said "changed or differing" conditions unless said City department is solely responsible for the delay or damages that the Contractor may have incurred.

3.04 TRENCH EXCAVATION BID ITEM

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington State law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at \$3.00 per lineal foot of trench, which unit price includes both sides of the trench.

3.05 SAFETY

A. General

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment relevant to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized Light Division circuits.

The Inspector and/or Engineer may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the Safety Officer, Inspector or Engineer to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

B. Work Hazard Analysis Report

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

3.06 PROTECTION OF WORKERS AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the Engineer administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

B. Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in the Special Provisions, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the State of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the State of Washington as defined in said statutes.

B. Prevailing Wages

If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.

If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:

- 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
- 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
- 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.09 COPELAND ANTI-KICKBACK ACT

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- **A. Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- **B. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- **C. Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3.10 CHANGES

A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and Engineer administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the Superintendent or his/her designee, and approved by the payment and performance bond surety.

C. Extra Work - No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items (1) to (7) inclusive:

- (1) Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;
- (2) The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
- (3) Material, including sales taxes pertaining to materials;
- (4) Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
- (5) Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;
- (6) The proportionate cost of premiums on bonds required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
- (7) The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the Engineer the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.

The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the Engineer administering the Contract, may properly be classified under items for which prices are established in the Contract.

D. Claims for Extra Work

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

3.11 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work, at the completion of the work the Contractor shall remove all his waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the Engineer administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the Engineer administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The Engineer will review and approve the progress payment request on a monthly basis.

3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the Superintendent or his/her designee. In addition, before final payment is made, the Contractor shall be required to:

- A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;
- B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;
- C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;
- D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;
- E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.
- F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.

3.14 FAILURE TO COMPLETE THE WORK ON TIME

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of \$300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages, which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period, herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Respondent that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

3.16 LIST OF SUBCONTRACTORS

Bid proposals for construction, alteration or repair of any building or other public works that may exceed \$1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid, the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.060) to determine that respondent's bid is nonresponsive; therefore, the bid will be rejected.

Appendices

Appendix A – Timber Cruise
Appendix B – Maps
Appendix C – Thinning Prescription
Appendix D – Road Plan

Appendix E – Forest Practices Application/Notification

Appendix F – Forest Practices Application/Notification – Notice of Transfer

Appendix G – Disposition Certification for Export Restricted Timber

Appendix H – Requirements for Protection of the Water Supply in the Green River Watershed

Appendix A

TC I	SPCSTO	GR		S	pecies, S	Sort Gi Proje	rade - Boai ct: TAC	rd F CH2O		Volu	ımes	(Тур	e)			1	Page Date Time	1 11/11/ 10:24:	2020
T21N Twj 21N	R06E S p Rg 06	ge	001 Sec 01	Tract 8 MILE	ct Type Acres Plots Sample Trees CuFt LE THIN 0001 26.80 56 139 S								T21 Bdl W	CO001					
			%					Per	rcent	Net :	Board	Foot \	Volun	ne	*************	Av	rerage	Log	T
Spp	S So T rt	Gr ad	Net BdF	1	l. Ft. per A		Total Net MBF	Lo 4-5	og Sc 6-11		Dia. 6 17+	Lo 12-20	og L			Ln Ft	Bd Ft	CF/ Lf	Logs Per /Acre
SDF	D6	3M	2	1.2	656	648	17	-	100				12	30	59	35	57	0.45	11.4
SDF	D6	4M	2	1.9	779	764	20	55	45			30	34	19	17	25	30	0.34	25.8
SDF	D7	3M	16	1.9	6,838	6,707	180		98	2		1	3	5	92	38	120	0.81	56.0
SDF	D8	2M	66	2.0	27,461	26,924	722			36	64		1	2	96	39	444	2.21	60.6
SDF	D8	SM	12		4,834	4,834	130			38	62				100	40	519	2.44	9.3
SDF	D8	3P	2		615	615	16				100			44	56	36	972	4.45	.6
SDF	PU	UT	1	5.3	376	356	10	13	87			27	6	9	58	24	31	0.39	11.4
SDF	Totals	3	82	1.7	41,559	40,849	1,095	1	19	28	51	1	2	4	93	36	233	1.36	175.1
WH	D6	3M	7	9.8	319	288	8		100						100	37	58	0.53	5.0
WH	D6	4M	6		240	240	6	38	62			58	42		100	22	29	0.38	8.3
WH	D7	3M	23	6.5	952	889	24		100				2	36	62	35	107	0.86	8.3
WH	D8	2M	58	7.5	2,429	2,248	60			46	54			8	92	38	333	1.93	6.7
WH	PU	UT	5	12.7	206	180	5	7	93			41	17		42	1	1	0.67	154.9
WH	Totals		8	7.3	4,146	3,844	103	3	39	27	31	6	4	13	78	6	21	0.96	183.1
RC	D6	3M	92	2.4	2,526	2,464	66	1	15	44	40			78	22	33	181	1.85	13.6
RC	D6	4M	8		201	201	5		100			73	27	, .		20	34	0.62	5.9
RC	Totals		5	2.3	2,727	2,666	71	1	21	41	37	6	2	72	20	29	136	1.59	19.6
		7.770		_					1			-							
RA	PU	UT	23	8.5	602	550	15	56	44				78		22	27	32	0.32	17.1
RA RA	3H 4H	3M 4M	36	8.4	932 949	854 949	23 25		100 100				45		100	39	140	0.82	6.1
		-41V1													55	34	86	0.68	
RA	Totals		5	5.2	2,482	2,353	63	13	87			-	36	***************************************	64	32	69	0.55	34.2
CW	D6	18	48	12.7	173	151	4			100			29		71	35	240	1.51	.6
CW	PU	UT	52	25.4	220	164	4		6	20	75	6			94	29	297	2.19	.6
CW	Totals		1	.19.8	393	315	8		3	58	39	3	14		83	32	267	1.80	1.2
BM	PU	UT	9	50.0	16	8	0	100					100			24	10	0.32	.8
BM	3H	3M	91	9.1	91	82	2		100				100			30	100	0.89	.8
BM	Totals		0	15.4	107	91	2	9	91			-	100			27	55	0.63	1.6
	-											 							-
Type T	otals		<u></u>	2.5	51,415	50,118	1,343	2	24	28	46	1	4	8	86	22	121	1.23	414.8

TC T	rspcst(GR		Sp	ecies, S	ort Gi Proje	ade - Boai	rd F CH2O		Volu	imes	(Тур	e)			I	Page Date Time	1 11/11/ 10:24:	2020	
T21N Twj 21N		ge	Sec	Tract MILE	THIN	Typ			Plot		Samp	uFt	T21 BdI W		E S01 T	0001				
			%				Percent Net Board Foot Volume									Average Log				
	S So	Gr	Net	Bd.	Ft. per A	cre	Total	Lo	og Sc	ale D	ia.	L	g Le	ngth		Ln	Bd	CF/	Lo	
Spp	T rt	ad	BdFt	Def%	Gross	Net	Net MBF	4-5			6 17+	1	21-30	_		Ft	Ft	Lf	/A	
SDF	D6	3M	2	1.2	656	648	17		100		,		12	30	59	35	57	0.45		
SDF	D6	4M	2	1.9	779	764	20	55	45			30	34	19	17	25	30	0.34	1 2	
SDF	D7	3M	16	1.9	6,838	6,707	180		98	2		1	3	5	92	38	120	0.81	1	
SDF	D8	2M	66	2.0	27,461	26,924	722			36	64		1	2	96	39	444	2.21	1	
SDF	D8	SM	12		4,834	4,834	130			38	62				100	40	519	2.44		
SDF	D8	3P	2		615	615	16				100			44	56	36	972	4.45		
SDF	PU	UT	1	5.3	376	356	10	13	87			27	6	9	58	24	31	0.39		
SDF SDF	Total	s	82	1.7	41,559	40,849	1,095	1	19	28	51	1	2	4	93	36	233	1.36	1	
WH	D6	3M	7	9.8	319	288	8		100	-					100	37	58	0.53		
WH	D6	4M	6		240	240	6	38	62			58	42			22	29	0.38		
WH	D7	3M	23	6.5	952	889	24		100				2	36	62	35	107	0.86		
WH	D8	2M	58	7.5	2,429	2,248	60			46	54			8	92	38	333	1.93		
WH	PU	UT	5	12.7	206	180	5	7	93			41	17		42	1	1	0.67	1:	
WH	Totals		8	7.3	4,146	3,844	103	3	39	27	31	6	4	13	78	6	21	0.96	1	
RC	D6	3M	92	2.4	2,526	2,464	66	1	15	44	40			78	22	33	181	1.85		
RC	D6	4M	8		201	201	5		100			73	27			20	34	0.62		
RC	Totals		5	2.3	2,727	2,666	71	1	21	41	37	6	2	72	20	29	136	1.59		
RA	PU	UT	23	8.5	602	550	15	56	44				78		22	27	32	0.32		
RA	3H	3M	36	8.4	932	854	23		100						100	39	140	0.82		
RA	4H	4M	40		949	949	25		100				45		55	34	86	0.68		
RA	Totals		5	5.2	2,482	2,353	63	13	87				36		64	32	69	0.55		
CW	D6	18	48	12.7	173	151	4			100			29		71	35	240	1.51		
CW	PU	UT	52	25.4	220	164	4		6	20	75	6			94	29	297	2.19		
CW	Totals		1	19.8	393	315	8		3	58	39	3	14		83	32	267	1.80		
ВМ	PU	UT	9	50.0	16	8	0	100					100			24	10	0.32		
ВМ	3Н	3M	91	9.1	91	82	2		100				100			30	100	0.89		
вм	Totals		0	15.4	107	91	2	9	91				100			27	55	0.63		
Type '	Totale		1	2.5	51,415	50,118	1,343	2	24	28	46	1	4	8	86	22	121	1.23	4	

5-7" DIAMETER LOG 8-11" "" "" surt 06 07 08

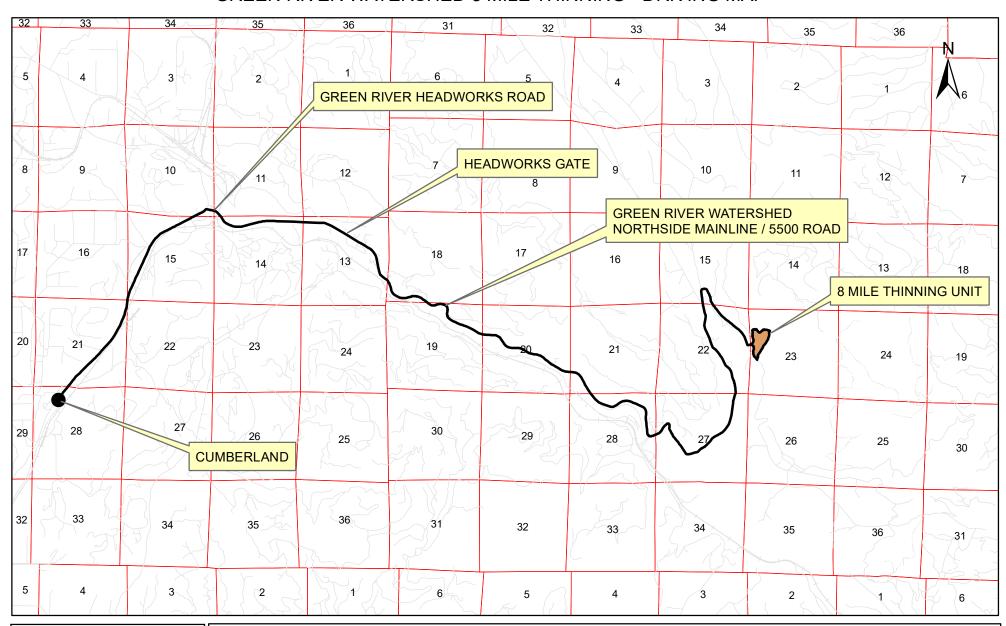
TC TSTATS				ST. PROJEC		TICS TACH2O				1 1/11/2020
TWP RGE	E SECT	TRACT		TYPE		CRES	PLOTS		CuFt	BdFt
21N 06E		8 MILE THI	TAT .		A			TREES		
ZIIV UGE	- 01	O MILLE INI	14	0001		26.80	56	274	<u>S</u>	W
				TREES		ESTIMATED TOTAL		ERCENT SAMPLE		
	PLOT:	S TREES		PER PLOT	•	TREES	Т	REES		
TOTAL	56	6 274		4.9						
CRUISE	28	8 139		5.0		5,138	,	2.7		
DBH COUNT	Γ									
REFOREST										
COUNT	28	8 135		4.8						
BLANKS										
100 %										
			STA	AND SUM	MARY	Y				
	SAMPL		AVG	BOLE	REL	BASAL	GROSS	NET	GROSS	NET
	TREE	S /ACRE	DBH	LEN	DEN	AREA	BF/AC	BF/AC	CF/AC	CF/AC
DOUGFIR		96 65.6	22.6	100		183.4	41,559	40,849	8,543	8,500
HEMLOCK		19 95.4	7.9	99		8 32.5	4,146	3,844	1,016	982
RED CEDA		14 12.4	21.3	53		30.6	2,727	2,666	914	902
R ALDER		7 17.1	13.9	73		18.1	2,482	2,353	620	598
COTTONWE)	2 .4	28.9	92		2.0	393	315	85	68
BL MAPLE	1.	1 .8	15.0	56		1.0	107	91	28	28
TOTAL	13	39 191.7	16.0	94		267.6	51,415	50,118	11,208	11,078
		EFF		SAMPLE			#	OF TREES	REQ.	INF. POP.
SD: 1		R.% S.E.%	I		AVG	HIGH		5	10	1
DOUGFIR	106			600	659	718				
HEMLOCK RED CEDA	380			31	46	60				
R ALDER	451			24 5	36 7	47 10				
COTTONWE				3	13	23				
BL MAPLE	1179				1	2				
TOTAL	84	2.0 7.1		707	762	816		282	71	3
	CO	EFF		SAMPLE	TDEE	e CE		OF TREES	DEO	INF. POP.
SD: 1		R.% S.E.%	T		AVG	HIGH	#	or trees	10	inr. POP. 1
DOUGFIR		9.1 8.4	-	120	131	142			10	1
HEMLOCK	348			8	11	14				
RED CEDA	366	5.6 31.1		8	12	15				
R ALDER	447			1	2	3				
COTTONWE				1	3	5				
BL MAPLE	1179			0	0	0				
TOTAL	. 72	2.2 6.1		149	159	169		208	52	2
		EFF		TREES/A	ACRE		#	OF PLOTS	REO.	INF. POP.
SD: 1		R.% S.E.%	L		AVG	HIGH		5	10	1
DOUGFIR		0.1 12.0		58	66	73				
HEMLOCK	358			50	95	141				
RED CEDA	223			9	12	16				
R ALDER COTTONWE	218 576			12 0	17 0	22 1				
BL MAPLE	748			U	1	2				
TOTAL	173			147	192	236		1,201	300	13
SD: 1		EFF DO/ SEO/	T	BASAL A			#	OF PLOTS		INF. POP.
SD: 1 DOUGFIR		AR.% S.E.% 0.3 9.4	L	OW 166	AVG 183 -	HIGH 201		5	10	1
HEMLOCK	135			27	33	38				
RED CEDA	216			22	31	39				
R ALDER	219			13	18	23				
COTTONWE				1	2	3				
RL MAPLE	748	8.3 100.0			1	2				
TOTAL	34	4.7		255	268	280		49	12	

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TC TSTA	TS					STATIS JECT	TICS TACH2O			PAGE DATE	2 11/11/2020
TWP I	RGE	SECT	TRA	CT	TYP	E A	CRES	PLOTS	TREES	CuFt	BdFt
21N	06E	01	8 MT	LE THIN	0001		26.80	56	274	S	W
		COF	EFF		NET	BF/ACRE			# OF PLO	TS REQ.	INF. POI
SD:	1	VAI	λ. ,	S.E.%	LOW	AVG	HIGH	¥	5	10	15
		COE	EFF		NET	BF/ACRE		#	OF PLOTS	REO.	INF. POP.
SD:	1	VAF	2%	S.E.%	LOW	AVG	HIGH		5	10	15
DOUGF	TR	69.	6	9.3	37,048	40,849	44,650				
HEMLO	CK	136.	4	18.2	3,144	3,844	4,545	,			
RED CE	EDA	228.	2	30.5	1,853	2,666	3,479				
R ALDE	ER	224.	6	30.0	1,647	2,353	3,059				
COTTO	NWD	524.	4	70.1	94	315	536				
BL MAP	PLE	748.	3	100.0	0	91	181				
TOTAL	,	44.0	5	6.0	47,133	50,118	53,103		79	20	9
		COE	EFF		NET	CUFT FT/	ACRE	#	OF PLOTS	REQ.	INF. POP.
SD:	1	VAF		S.E.%	LOW	AVG	HIGH		5	10	15
DOUGF		69.		9.3	7,709	8,500	9,290				
HEMLO		131.		17.5	810	982	1,154				
RED CE		223.	6	29.9	632	902	1,171				
R ALDE	- The Co.	222.		29.8	420	598	776				
COTTO		526.	0	70.3	20	68	116				
BL MAP	HOOSE AND ADDRESS OF THE PARTY	748.	3	100.0		28	56				
TOTAL		39.2	2	5.2	10,497	11,078	11,658		62	15	7

Appendix B - Maps

GREEN RIVER WATERSHED 8 MILE THINNING - DRIVING MAP

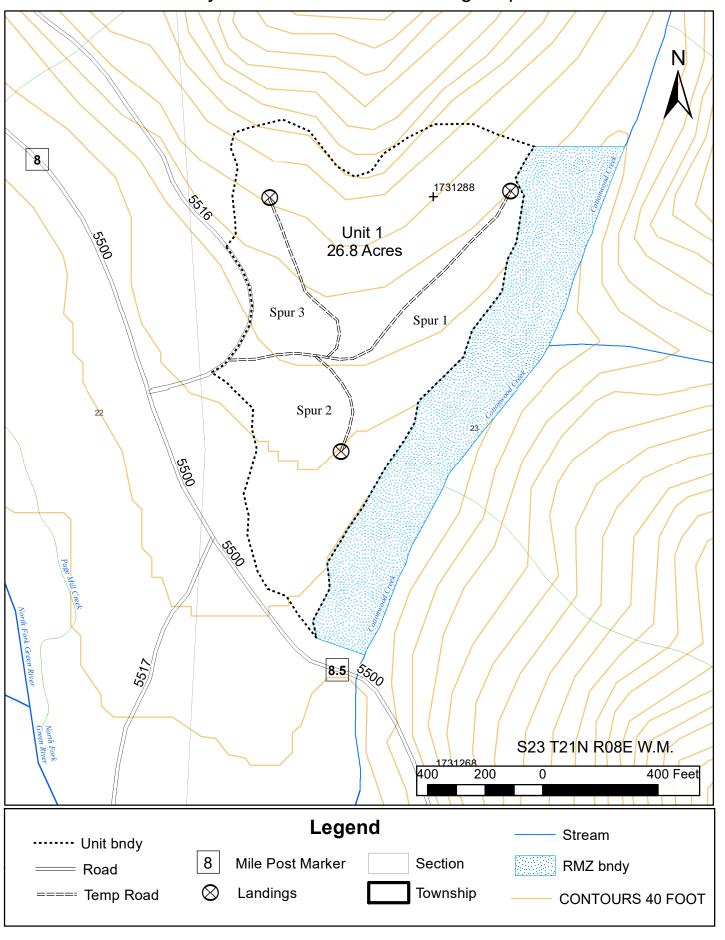




8 Mile Thinning

DRIVING DIRECTIONS: From Cumberland follow the Cumberland-Kanaskat Road north towards Ravensdale for approximately 3 miles. Turn Right onto SE Green River Headworks Road for 2.2 miles to the Headworks Gate. Continue 0.75 miles from the staffed gate until the pavement ends and the road name changes to the Northside Mainline / 5500 Road. Continue approximately 8.15 miles and turn left on the 5516 Road. Follow the 5516 Road for approximately 0.05 miles and the unit will be on your right.

City of Tacoma 8 Mile Thinning Map



Appendix C

Harvest Prescription

**Target stand characteristics: **

Residual trees per acre: **90-100, AND** Residual basal area per acre: **160 ft**²

- 1) When selecting take trees, use the following criteria by comparing trees to the adjoining trees, until the target stand characteristics are met:
 - a. First, remove hardwoods.
 - b. Next, starting from the smallest, poorest form, trees and progressing upward in DBH, remove DEFECTIVE Western hemlock and True fir.
 - c. Finally, remove non-defective trees, starting with the smallest, poorest formed, least vigorous/smallest crowned trees.
- 2) Leave all western red cedar, except in skid trails.
- 3) Openings created by logging shall be no greater than 25 feet across.

Compliance Plots:

Variable radius plots will be taken to determine if falling operations are meeting the post thin basal area target. A 40 basal area factor (BAF) will be used, and only trees measuring 5 inches dbh and larger will be tallied. A 1/10th acre fixed plot will be used to determine residual tree per acre.

The Contract Administrator's plot data will be averaged on an acre by acre basis to determine if the leave tree and cut tree criteria are successfully being met. The number and location of the plots taken for compliance purposes are at the discretion of the Contract Administrator, and will include skid trails. The processor operators should take their own plots to ensure the quality of their work.

The Contract Administrator and the operators will jointly review contract clauses pertinent to harvest operations, including the Leave Tree and Cut Tree Selection Criteria as outlined, prior to beginning thinning operations. The Contract Administrator will designate a test area for each individual operator. Each operator must meet the expectations set forth here, and satisfactorily complete the test area before they will be allowed to continue work on the remainder of the unit.

APPENDIX D:

8 MILE THINNING TIMBER SALE ROAD PLAN

OPTIONAL ROADS

The specified work on the following roads is not required. Any optional roads built by the Bidder must meet all the specifications in the road plan.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
Spur 1	12+38	Construction
Spur 2	3+80	Construction
Spur 3	6+30	Construction

CONSTRUCTION

This project includes, but is not limited to the following construction requirements:

clearing;

grubbing;

right-of-way debris disposal;

excavation and/or embankment to subgrade;

landing construction;

acquisition and installation of drainage structures;

acquisition and application of rock;

road decommissioning.

DECOMMISSIONING

This project includes decommissioning of all optional roads constructed.

ROAD PLAN CHANGES

If the Bidder desires a change from this road plan including, but not limited to, relocation, extension, change in design, or adding roads; a revised road plan must be submitted in writing to the Contract Administrator for consideration. Before work begins, Bidder shall obtain approval from the city the submitted plan.

UNFORESEEN CONDITIONS

Quantities established in this road plan are minimum acceptable values. Additional quantities required by the state due to unforeseen conditions, or Bidder's choice of construction season or techniques will be at the Bidder's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.

ROAD DIMENSIONS

Bidder shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

ROAD TOLERANCES

Bidder shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

Tolerance Class	<u>A</u>	<u>B</u>	<u>C</u>
Road and Subgrade Width (feet)	+1.5	+1.5	+2.0
Subgrade Elevation (feet +/-)	0.5	1.0	2.0
Centerline alignment (feet lt./rt.)	1.0	1.5	3.0

TEMPORARY ROAD CLOSURE

Bidder shall notify the Contract Administrator a minimum of 5 calendar days before the closure of any road.

REPAIR OR REPLACEMENT OF DAMAGED MATERIALS

Bidder shall repair or replace all materials, roadway infrastructure, and road components damaged during road work or operation activities. The Contract Administrator will direct repairs and replacements. Repairs to structural materials must be made in accordance with the manufacturer's recommendation.

DAMAGED METALLIC COATING

Any damaged galvanized or aluminized coating on existing or new bridge components, culverts, downspouts, and flumes must be cleaned and treated with a minimum of two coats of zinc rich paint.

ROAD MARKING

Bidder shall perform road work in accordance with the city's marked location. All road work is marked as follows:

Orange ribbon for road centerlines.

ACTIVITY TIMING RESTRICTION

The operation of road construction equipment is not allowed on weekends or state recognized holidays, unless authorized in writing by the Contract Administrator.

SEDIMENT RESTRICTION

Activities shall not allow silt-bearing runoff to enter any streams.

CLOSURE TO PREVENT DAMAGE

The Contract Administrator will suspend road work or hauling right-of-way timber, forest products, or rock under the following conditions:

- Wheel track rutting exceeds 4 inches on crushed rock roads.
- Wheel track rutting exceeds 4 inches on native surface roads.
- Surface or base stability problems persist.
- Weather is such that satisfactory results cannot be obtained in an area of operations.

 When, in the opinion of the Contract Administrator excessive road damage or rutting may occur.

Operations must stop unless authority to continue working or hauling is granted in writing by the Contract Administrator. In the event that surface or base stability problems persist, Bidder shall cease operations, or perform corrective maintenance or repairs, subject to specifications within this road plan. Before and during any suspension, Bidder shall protect the work from damage or deterioration.

BRIDGE AND ASPHALT SURFACE RESTRICTION

The use of metal tracked equipment is not allowed on bridge or asphalt surfaces at any time. If Bidder must run equipment on bridge or asphalt surfaces, then rubber tired equipment or other methods, approved in writing by Contract Administrator, must be used.

If tracked equipment is used on bridge or asphalt surfaces, Bidder shall immediately cease all road construction and hauling operations. Bidder shall remove any dirt, rock, or other material tracked or spilled on the bridge or asphalt surface(s) and have surface(s) evaluated for any damage caused by transporting equipment. Any damage to the surface(s) will be repaired, at the Bidder's expense, as directed by the Contract Administrator.

SNOW PLOWING RESTRICTION

Snowplowing will be allowed after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request. Bidder shall request a SNOW PLOWING AGREEMENT each time plowing occurs. If damage occurs while plowing, further permission to plow may be revoked by the Contract Administrator.

GENERAL ROAD MAINTENANCE

Bidder shall maintain all constructed roads used under this contract in accordance with the FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS for the entire term of this contract. Maintenance is required even during periods of inactivity.

PASSAGE OF LIGHT VEHICLES

Bidder shall maintain constructed roads in a condition that will allow the passage of pickup trucks.

ROAD WORK PHASE APPROVAL

Bidder shall obtain written approval from the Contract Administrator upon completion of each of the following phases of road work:

- Subgrade construction
- Drainage installation
- Rock application

WASTE MATERIAL DEFINITION

Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material.

DISPOSAL OF WASTE MATERIAL

Bidder may sidecast waste material on side slopes up to 55% if the waste material is compacted and free of organic debris. On side slopes greater than 55%, all waste material must be end hauled or pushed to the designated embankment sites and waste areas.

PROHIBITED WASTE DISPOSAL AREAS

Bidder shall not deposit waste material in the following areas, except as otherwise specified in this plan:

- Within 50 feet of a cross drain culvert.
- Within 100 feet of a live stream or wetland.
- Within a riparian management zone.
- In locations that interfere with the construction of the road prism.
- In locations that impede drainage.

ROAD SHAPING

Bidder shall shape the subgrade and surface as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape must ensure runoff in an even, un-concentrated manner, and must be uniform, firm, and rut-free.

NATIVE SURFACE ROADS

If overwintered, native surface roads must be waterbarred by October 15. Bidder shall construct waterbars according to the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical distance of no more than 10 vertical feet between waterbars or between natural drainage paths, and with a maximum spacing of 200 feet.

ROCK FROM COMMERCIAL SOURCE

Rock used in accordance with the quantities on the ROCK LIST shall be obtained from any commercial source at the Bidder's expense. Rock sources are subject to written approval by the Contract Administrator before their use.

PIT RUN ROCK

No more than 50 percent of the rock may be larger than 8 inches in any dimension and no rock may be larger than 12 inches in any dimension. Rock may require processing to meet this specification.

ROCK APPLICATION

Bidder shall apply rock in accordance with the specifications and quantities shown on the ROCK LIST. Rock must be spread, shaped, and compacted full width concurrent with rock hauling operations.

OPTIONAL ROCK EXCEPTION

On optional construction roads, if hauling takes place from May 1 to September 30 Bidder may provide and place less rock than shown on the ROCK LIST, as approved by the Contract Administrator.

LANDING DRAINAGE

Bidder shall provide for drainage of the landing surface(s).

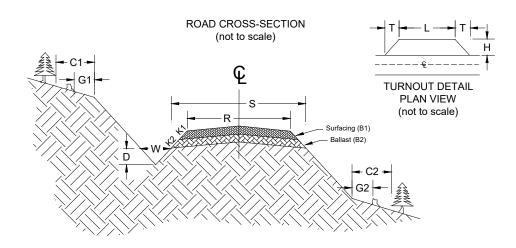
ROAD DECOMMISSIONING

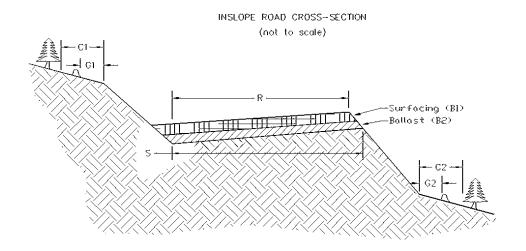
Bidder shall decommission all optional construction roads that were constructed within 30 days following completion of timber haul.

DECOMMISSIONING REQUIREMENTS

- Fill in ditches.
- Rip the surface to a minimum depth of 6 inches.
- Outslope the surface at a minimum of 15 percent, spur 3 only.
- Remove embankments, sidecast fill, and place material into cut-banks and shape banks to conform to the natural ground.
- Remove road shoulder berms except as directed.
- Construct non-drivable waterbars in accordance with the attached NON-DRIVABLE WATERBAR DETAIL at a maximum spacing that will produce a vertical drop of no more than 10 feet between waterbars or between natural drainage paths and with a maximum spacing of 100 feet, or as marked in the field.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars must be outsloped to provide positive drainage. Outlets must be on stable locations.
- Block roads with earthen barricades in accordance with the attached EARTHEN BARRICADE DETAIL.
- Remove culverts.
- Slope all trench walls and approach embankments no steeper than 1.5:1.
- Scatter woody debris onto abandoned road surfaces.

TYPICAL SECTION SHEET





Road	From	То	Tolerance	Subgrade	Road	Dit	tch	Crown	Grubbing Clearing Limits Limits (feet) (feet)		Cut Slope	Fill Slope		
Number	Station	Station	Class	Width (feet)	Width (feet)	Width (feet)	Depth (feet)	in. @ CL			et)	Ratio	Ratio	
				S	R	W	D		G1	G2	C1	C2	%	%
Spur 1	0+00	12+38	С	15	12	N/A	N/A	4	N/A	N/A	N/A	N/A	100	67
Spur 2	0+00	3+80	С	15	12	1	1	4	N/A	N/A	N/A	N/A	100	67
Spur 3	0+00	3+30	С	15	12	1	1	4	N/A	N/A	N/A	N/A	100	67
Spur 3	3+30	6+30	С	15	12	1	1	Inslope / outslope	N/A	N/A	N/A	N/A	100	67

ROCK LIST

BALLAST

Road Number	From Station	To Station	Rock Slope	Compacted Rock Depth	C.Y. Station	# of Stations	C.Y. Subtotal	Rock Source
			K2	B2		Jaw run		
Spur 1	0+00	12+28	1 ½:1	6"	25	12.38	310	
Spur 2	0+00	3+80	1 ½:1	6"	25	3.80	95	
Spur 3	0+00	6+30	1 ½:1	6"	25	6.30	158	
								Commercial
						Quarry Spall	s	
Culvert installations							2	
					Li	ght Loose Rip	rap	

BALLAST TOTAL: 565 Cubic Yards

CULVERT LIST

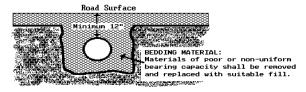
Road		Cu	lvert		Length (ft)		F	Riprap (C.Y	·.)	Backfill	Placement	Const.	
Number	Location	Dia.	Туре	Culvert	Downspt	Flume	Inlet	Outlet	Type	Material	Method	Staked	Remarks
Spur 1	0+00	18	Temp	40									In Ditch

PD = Polyethylene Pipe Dual Wall AASHTO No. M294 Type S or ASTM F2648

AS10 = Aluminized Steel AASHTO No. M274, 10 Gauge

TEMP =Temporary Culvert

CULVERT BACKFILL AND BASE PREPARATION
(For culverts less than 36")



Key:

QS - Quarry Spalls SR - Shot Rock

NT - Native (bank run)

SL - Select Fill

HL - Heavy Loose RiprapLL - Light Loose RiprapFlume - Half round pipe

Downspout - Full round pipe

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, Page 1 of 2

Cuts and Fills

- Maintain slope lines to a stable gradient compatible with the cut slope/fill slope ratios. Remove slides from ditches and the roadway. Repair fill-failures, in accordance with Clause 4-6 EMBANKMENT SLOPE RATIO, with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

Surface

- Grade and shape the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away, or as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

Drainage

- Prevent silt bearing road surface and ditch runoff from delivering sediment to any streams or wetlands.
- Maintain rolling dips and drivable waterbars as needed to keep them functioning as intended.
- Maintain headwalls to the road shoulder level with material that will resist erosion.
- Maintain energy dissipaters at culvert outlets with non-erodible material or rock.
- Keep ditches, culverts, and other drainage structures clear of obstructions and functioning as intended.
- Inspect and clean culverts at least monthly, with additional inspections during storms and periods of high runoff. This shall be done even during periods of inactivity.

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS, Page 2 of 2

Preventative Maintenance

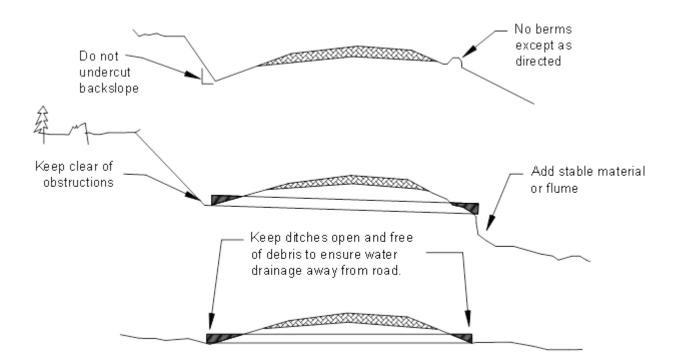
• Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

Termination of Use or End of Season

 At the conclusion of logging operations, ensure all conditions of these specifications have been met.

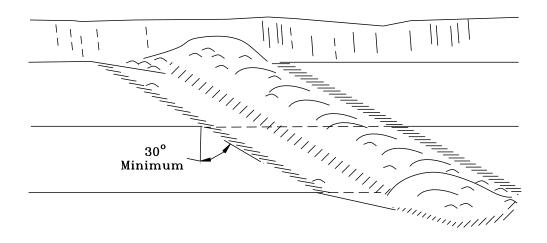
Debris

• Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.

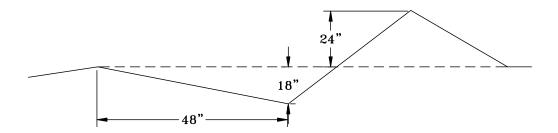


Non-Drivable Water Bar Detail

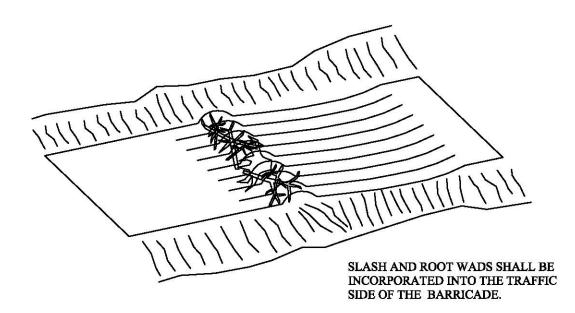
Cross Ditch



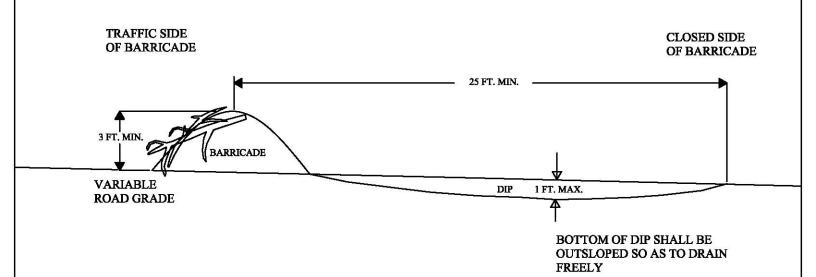
Cross Section at Centerline



BARRICADE DETAIL



PLAN VIEW



PROFILE VIEW

Appendix E



Forest Practices Application/Notification Notice of Decision

FPA/N No:	2421994		
Effective Date:	12/10/2020		
Expiration Date:	12/10/2023		
Shut Down Zone:	659 N		
Shut Down Zone: EARR Tax Credit:		☐ Non-eligible	

Reference: 8 Mile Thinning

Decision ☐ Notification Accepted Operations shall not begin before the effective date. This Forest Practices Application is subject to the conditions listed below. □ Disapproved This Forest Practices Application is disapproved for the reasons listed below. Applicant has withdrawn the Forest Practices Application/Notification (FPA/N). ☐ Withdrawn ☐ Closed All forest practices obligations are met. **FPA/N Classification Number of Years Granted on Multi-Year Request** ☐ Class II ☐ Class IVG ☐ Class IVS ☐ 4 years ☐ 5 years **Conditions on Approval/Reasons for Disapproval** Issued By: Eric Oien Region: South Puget Sound **Title: Resource Protection Forester** Date: 12/10/2020 □ Landowner, Timber Owner and Operator Copies to: □ Landowner □ Timber Owner □ Operator Issued in person:

Appeal Information

You have thirty (30) days to *file* (i.e., *actually deliver*) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See <u>RCW 76.09.205</u>. The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

You must file your appeal at all three addresses below:

Pollution Control Hearings Board	Office of the Attorney General Natural Resources Division	Department Of Natural Resources South Puget Sound Region
Physical Address	Physical Address	Physical Address
1111 Israel Road SW Suite 301	1125 Washington Street, SE	950 Farman Ave N
Tumwater, WA 98501	Olympia, WA 98504	Enumclaw, WA 98022
Mailing address	Mailing Address	Mailing Address
Post Office Box 40903	Post Office Box 40100	950 Farman Ave N
Olympia, WA 98504-0903	Olympia, WA 98504-0100	Enumclaw, WA 98022

Information regarding the Pollution Control Hearings Board can be found at: http://www.eluho.wa.gov/

Other Applicable Laws

Operating as described in this application/notification does not ensure compliance with the Endangered Species Act, or other federal, state, or local laws.

Transfer of Forest Practices Application/Notification (WAC 222-20-010)

Use the "Notice of Transfer of Approved Forest Practices Application" form. This form is available at region offices and on the Forest Practices website: https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and-notify">https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and-notify Notify DNR of new Operators within 48 hours.

Continuing Forestland Obligations (RCW 76.09.060. RCW 76.09.070. RCW 76.09.390. and WAC 222-20-055)

Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non-forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

Before the sale or transfer of land or perpetual timber rights subject to continuing forest and obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer must both sign the "Notice of Continuing Forest Land Obligation" form and send it to the DNR Region Office for retention. This form is available at DNR region offices.

If the seller fails to notify the buyer about the continuing forestland obligation, the seller must pay the buyer's costs related to continuing forestland obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forestland obligation against the seller.

Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

DNR Affidavit of Mailing

On this day 12/10/2020	, I placed in the	United State	s mail at <u>(</u>	Olympia,	WA,	postage pai	d, a true	and acc	curate o	copy of
this document. Notice of	of Decision FPA	# <u>2421994.</u>								

Meredith Dessens	m) esseus
(Printed Name)	(Signature)



For DNR Region Office Use Only					
FPA/N #:					
Region:					
Received Date:					

Forest Practices Application/Notification Western Washington

Project Name:		

PLEASE USE THE <u>INSTRUCTIONS</u> TO COMPLETE THIS APPLICATION.

Legal Name of LANDOWNER	Legal Name of TIMBER OWNER ☐ Same as Landowner	Legal Name of OPERATOR Same as Landowner	
Mailing Address:	Mailing Address:	Mailing Address:	
City, State, Zip:	City, State, Zip:	City, State, Zip:	
Phone:	Phone:	Phone:	
Fil			
Email:	Email:	Email:	
Contact Person	Email:	Email:	
	Email:	Email:	
Contact Person		Email:	
Contact Person:	Phone:		
Contact Person Contact Person: Are you converting any portion No Yes If yes, includ	Phone:	3 years of harvest?	

	Are you a	small fores	t landowne	r per RCW	76.09.450? See instructions		
	☐No ☐Yes If yes, Check all that apply . If no, skip to Question 6.						
	My entire proposed harvest area is on a single contiguous ownership consisting of one or more parcels.						
	My proposed forest practices activities are within an area covered by an approved Forest Stewardship Plan or Forest Management Plan developed in cooperation with DNR.						
					nce from a DNR small forest landowner Stew paring this FPA/N.	vardship and Technical	
					shington State University Extension Service a ed Planning course.	and/or DNR-sponsored	
			e attended st Owner Fi	_	on State University Extension Service and/o	r DNR-sponsored Family	
6.	Are you su Analysis?	ıbstituting	prescriptio	ns from an	approved state or federal conservation a	ngreement or Watershed	
	-	an		alks for app	escriptions' in tables that apply. Attach or refe proved state or federal conservation agreeme e.	·	
7.	What is the	e legal desc	cription of	your forest	t practices?		
	Section	Township	Range	E/W	Tax Parcel Number	County	
8.	-		-		tivity area to determine whether it may in the instructions before answering this qu		
8.	Native Am	erican cultı	ural resour	ces? Read	-		
8.	Native Am ☐No	erican cultu ☐Yes If y	ural resourd	ces? Read	the instructions before answering this qu		
	Native Am No Do you have	erican cultu ☐Yes If y ve a DNR a	ural resourd ou made an	ces? Read ny contacts pad Mainte	the instructions before answering this question, please provide information in Question 28.	uestion.	
	Native Am No Do you have No	erican cultu ☐Yes If y ve a DNR a	ural resourd you made and pproved Ro Forest Land	ces? Read ny contacts pad Mainte lowner RM/	the instructions before answering this que, please provide information in Question 28. enance and Abandonment Plan (RMAP)?	uestion.	
	Native Am No Do you have No	erican cultu Yes If y ve a DNR a Is a Small Enter your	ural resourd you made and pproved Ro Forest Land RMAP num	ces? Read ny contacts cad Mainte lowner RM/	the instructions before answering this que, please provide information in Question 28. enance and Abandonment Plan (RMAP)?	uestion. No □Yes	
9.	Native Am No Do you have No Yes	erican cultu Yes If y ve a DNR a Is a Small Enter your Is this FPA	ral resourd you made and pproved Ro Forest Land RMAP num /N for work	ces? Read ny contacts oad Mainte lowner RM/ aber: that is inclu	the instructions before answering this question, please provide information in Question 28. Enance and Abandonment Plan (RMAP)? AP Checklist required (see instructions)?	uestion. No ∐Yes s	

11. Is	this Fo	rest Prac	tices Application/Notification (answer every question):
a.	□No	∐Yes	A request for a multi-year permit? If yes, length requested: 4 years or 5 years. Not everyone qualifies for a multi-year permit. See instructions for details.
b.	□No	∐Yes	An Alternate Plan? If yes, include a template or detailed plan. See instructions for details.
c.	□No	∐Yes	For a funded Forest Family Fish Passage Program project?
d.	□No	∐Yes	Within an urban growth area? If yes, see instructions for additional required documents.
e.	□No	∐Yes	Within a public park? If yes, include SEPA Environmental Checklist or SEPA Determination, except for harvest/salvage of less than 5,000 board feet within a developed public park. Park name:
f.	□No	∐Yes	Within 500 feet of a public park? Park name:
g.	□No	∐Yes	In an approved Conversion Option Harvest Plan (COHP) from the local government? If yes, include a copy. This only applies to proposals within urban growth areas.
h.	□No	∐Yes	Within 200 feet of the Ordinary High Water Mark (OHWM) or floodway of Type S Water? If yes, check with the county or city to determine whether a substantial development permit is required under the local shorelines master plan.
i.	□No	∐Yes	Within 50 miles of saltwater AND you own more than 500 acres of forest land in Washington State? If yes, include Marbled Murrelet Form or attach/reference HCP prescriptions.
j.	□No	∐Yes	In or directly adjacent to a potential Channel Migration Zone (CMZ)? If yes, include CMZ Assessment Form. Attach/reference applicable HCP and/or Watershed Analysis prescriptions.
submi Water	itting a	Forest P	erify all waters within 200 feet of your proposed forest practices activities prior to ractices Application / Notification. Use the Water Type Classification Worksheet and/or a on form to explain how you verified water types. See Water Typing Requirements in the
	*	****	If not working in or over typed Waters, skip to Question 16 * * * * *
		_	estions 12-15 in this section please refer to the Forest Practices Application st Practices Board Manual Section 5.
12. Ar	e you p	roposing	any of the following projects NOT permitted by current HPAs from WDFW?
a.	☐ No	☐ Yes	Installing, replacing, or repairing a culvert at or below the bankfull width of Type S or F Water(s) that exceeds a five percent gradient?
b.	☐ No	☐ Yes	Constructing, replacing, or repairing a bridge at or below the bankfull width of unconfined streams in Type S or F Water(s)?
c.	☐ No	☐ Yes	Placing fill material within the 100-year flood level of unconfined streams in Type S or F Water(s)?
	ave you ater?		ed with DNR and/or WDFW about the proposed hydraulic project(s) in or over Type S or F Yes

14. If installing, replacing, removing, or maintaining structures in or over any typed Water, complete the table below. Provide crossing locations and identifiers on your Activity Map. Provide plan details in Question 28 or attach plan to the FPA/N. Type S and F Waters require detailed plan information. Complex hydraulic projects in Type N Waters may also be required per WAC 222-24-042(2). See instructions for detailed plan requirements.

Crossing Identifier (letter, number)	Water Type (S, F, Np, Ns)	*Existing HPA Number (if applicable)	HPA Expiration Date (if applicable)	Planned Activity (install, replace, remove, temporary, structure maintenance)	Structure (bridge, ford/equipment crossing** puncheon/fill, arch, pipe arch, round culvert, other)	Proposed Size (width x length)	Culvert Design Method (no-slope, stream-sim, hydraulic, other) (F and S only)	Channel Bed Width (#) (F and S only)	Stream Gradient (%) (F and S only)	Is this an RMAP Project?

^{*}Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

15. If conducting any of the following activities in or over typed Water(s), complete the table below. Some activities will require identifiers on the Activity Map and/or more information in Question 28. See instructions.

*Activity	Type S Water	Type F Water	Type Np Water	Type Ns Water
Equipment Crossing**	PROVIDE DETAILS	S IN QUESTION 14		
Suspending Cables				
Cable Yarding				
LWD Placement/Removal				
Beaver Dam Removal				
Felling and Bucking				
Other (describe in Question 28)				

^{**} Fords and/or equipment crossings on Type S and F Waters must be identified in Question 14.

16. If constructing or abandoning forest roads, complete the table below. Show the road locations and identifiers on the Activity Map. Include abandonment plans for all temporary roads and abandonment projects.

Road Identifier	Road Co	nstruction	Road Abandonment		
(name, number)	Length (feet)	Steepest Side-slope (%)	Length (feet)	Abandonment Date	

^{**}Fords and/or equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain threatened or endangered fish species. For more information, see 'Background for the State's Incidental Take Permits for certain threatened and endangered fish species' following Question 22 of the FPA/N Instructions.

17. If depo	siting spoils and/or expanding	g or developing a rock pi	t for forestry use, co	omplete the table below.
Show I	ocations and identifiers on the	e Activity Map.		

Spoil Area Identifier (letter, number)	Amount of Spoils Deposited (cubic yards)

Rock Pit Identifier (name, number or letter)	Acres of New Rock Pit Developed	Acres of Existing Rock Pit Expanded

18. If operating within 200 feet of a wetland that is not associated with Type S or F Water, complete the table below. Wetlands associated with Type S or F water should be listed in Question 25. Show the boundaries of each wetland, along with its identifier, and Wetland Management Zones on the Activity Map. See instructions for information.

Wetland Identifier (letter, number)	Wetland Type (A, B, Forested)	Planned Activities in Wetland	Planned Activities in Maximum Width WMZ	Total Wetland Acres	How many Acres will be drained?	How many Acres will be filled?

* * * * * If not harvesting or salvaging timber, skip to Question 27 * * * * *

19. If harvesting or salvaging timber, complete the table below. Show all harvest areas and unit numbers on the Activity Map. For even-aged harvest units, also show surrounding stand information on the Activity Map.

Unit Number	Harvest Type (Even-aged, Uneven-aged, Salvage, Right-of-Way)	Biomass Harvest (Y or N)	Harvest Method (rubber tired skidder, tracked skidder, dozer, shovel, full suspension cable, leading end suspension cable, helicopter, cable assist/tethered logging, animal, chipper, forwarder, slash bundler)	Acres to be Harvested	Volume to be Harvested (mbf)	Biomass Volume to be Harvested (tonnage)	Volume to be Harvested (%)	Steepest Slope in Harvest Unit (%)

20.	20. Reforestation. Check all that apply:					
		Pla	nting. Tree Species:			
		Nat	ural. Include a Natural Regeneration Plan			
		Not	required because of one or more of the following:			
			I am converting some or all of this land to non-forest land in the next 3 years or lands are exempted under WAC 222-34-050.			
			Individual dead, dying, down, or wind-thrown trees will be salvaged.			
			Trees are removed under a thinning program reasonably expected to maximize the long-term productivity of commercial timber.			
			I am leaving at least 100 vigorous, undamaged, and well-distributed saplings or merchantable trees per acre.			
			An average of 190 tree seedlings per acre are established on the harvest area and my harvest will not damage them.			
			Road right-of-way or rock pit development harvest only.			
* *	<u>Do</u>	yo	u own MORE than 80 acres of forest land in Washington? If yes, skip to Question 25 *			
21.		-	u using the exempt 20-acre parcel riparian management zone (RMZ) rule (WAC 222-30-023) on Type S, p Waters?			
		No	Skip to Question 25.			
		Yes	Continue to Question 22. See instructions for qualifications and information.			
22.	Ch	oose	e the answer below that best fits your situation. Show all RMZs on the Activity Map.			
		a.	ALL of the following apply to me and my land: (If no, answer b.)			
			 Between June 5, 2006 and today's date I have always owned less than 80 acres of forest land in Washington. 			
			 Between June 5, 2006 and today's date this parcel has always been 20 acres or less of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'. 			
			 Between June 5, 2006 and today's date this parcel has always been owned by me or someone else that has owned less than 80 acres of forest land in Washington. 			
		b.	ONE OR MORE of the following apply to me and/or my land (check all that apply): If any of the statements below apply AND you use the exempt 20-acre parcel RMZ rule, you are NOT authorized under the State's Incidental Take Permits (see explanation in FPA instructions under Question 22).			
			☐ Between June 5, 2006 and today's date I have owned more than 80 acres of forest land in Washington.			
			☐ Between June 5, 2006 and today's date this parcel has been a part of more than 20 acres of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.			
			☐ Between June 5, 2006 and today's date this parcel has been owned by someone that has owned			

23.	If harvesting within 115 feet of a Type S or F Water on an exempt 20-acre parcel, complete the table below.
	Show RMZs and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the
	maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe in Question
	28 how stream shade was determined to be met, using the 'Appendix F. Stream Shade Assessment Worksheet' if
	necessary.

Stream Segment Identifier (letter)	Water Type (S, F)	Segment Length (feet)	Bankfull Width (feet)	RMZ Maximum Width (feet)	Are you harvesting within the maximum RMZ?

24.	Are you harvesting within 29 feet of a Type Np Water on an exempt 20-acre parcel?				
	☐ No	Skip to Question 27.			
	☐ Yes	See instructions and describe leave tree strategy in Question 28. Then skip to Question 27.			

25. If harvesting within 200 feet of any Type S or F Water or periodically inundated areas of their associated wetlands, complete the table below. Include Desired Future Condition (DFC) for all inner zone harvests unless you have an HCP prescription. Show RMZs, CMZs, and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ, whichever is less, stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met or use the 'Appendix F. Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Water Type (S, F)	Site Class (I - V)	Stream Width (feet)	Is there a CMZ? (Y or N)	RMZ Harvest Code(s) (see instructions)	DFC Run Number	Total width of RMZ (feet)

26. If harvesting within 50 feet of Type Np Water, complete the table(s) below. Show RMZs and stream segment identifiers on the Activity Map.

Stream Segment Identifier (letter)	Total Stream Length in Harvest Unit (feet)	Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet)

Stream Segment Identifier (letter)	Total Stream Length in Harvest Unit (feet)	Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet)

١.	How are the following currently marked on the ground? (Flagging color, paint color, road, fence, etc.)
	Harvest/Salvage Boundaries:
	Clumped Wildlife Reserve Trees/Green Recruitment Trees:
	Right-of-Way Limits/Road Centerlines:
	Stream Crossing Work:
	Riparian Management Zone Boundaries and Leave/Take Trees:
	Channel Migration Zone:
	Wetland Management Zone Boundaries and Leave/Take Trees:

28. Additional Information (attach additional pages if necessary): For hydraulic projects in or over Type S, F, or complex N Water(s) see instructions for required plan information. If applicable, include mitigation measures from a geotechnical memo, letter, or report.

29. We acknowledge the following:

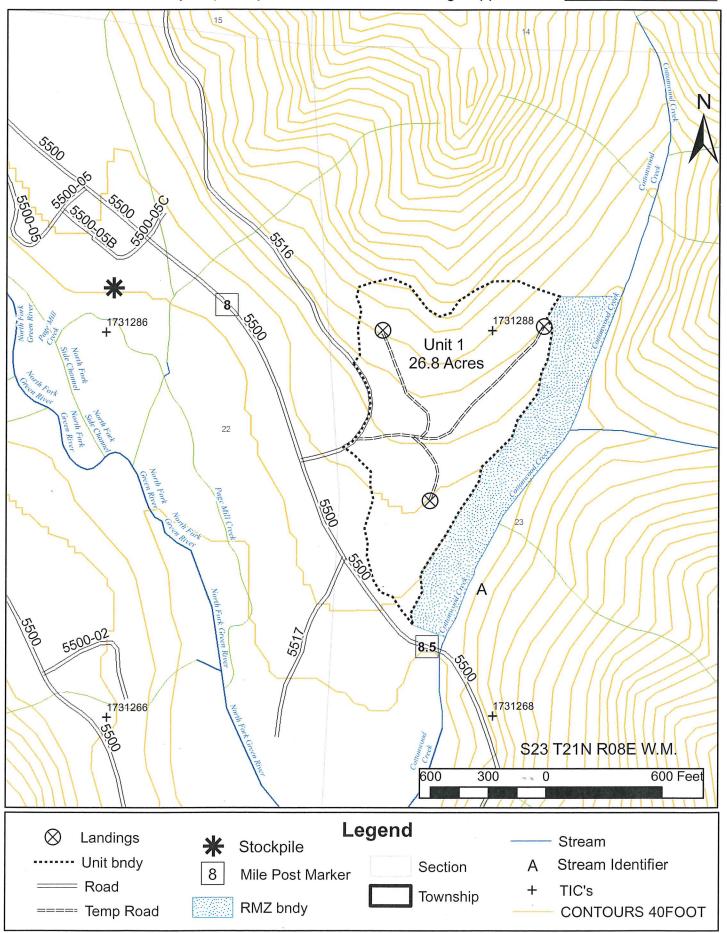
- The information on this application/notification is true.
- We understand this proposed forest practice is subject to:
 - The Forest Practices Act and Rules AND
 - o All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws.
- If we said that we would not convert any portion of the land to non-forestry use, the county or city may deny development permits on this parcel for the next 6 years.
- The following may result in an unauthorized incidental take of certain endangered or threatened fish species:
 - Conversion of land to non-forestry use.
 - o Harvesting within the maximum RMZ on a 20-acre exempt parcel that was acquired after June 5, 2006.
 - o Equipment Crossings/Fords in or over Type S and F Waters.
- Inadvertent Discovery Chapters 27.44, 27.53, 68.50 and 68.60 RCW
 - If you find or suspect you have found an archaeological object or Native American cairn, grave, or glyptic record, immediately cease disturbance activity, protect the area and promptly contact the Department of Archaeology and Historic Preservation at 360 586-3077.
 - If you find or suspect you have found human skeletal remains, immediately cease disturbance activity, protect the area, and contact the County Coroner or Medical Examiner and local law enforcement as soon as possible. Failure to report human remains is a misdemeanor.

The landowner understands that by signing and submitting this FPA, he/she is authorizing the Department of Natural Resources to enter the property in order to review the proposal, inspect harvest operations, and monitor compliance for up to three years after its expiration date. RCW 76.09.150

Signature of Legal LANDOWNER	Signature of Legal TIMBER OWNER*	Signature of Legal OPERATOR
2, D11 0	(If different than landowner)	(If different than landowner)
Blian Bolland		
Print Name: Brian Ballard	Print Name:	Print Name:
Date: 11/05/2020	Date:	Date:

^{*} NOTE: If you are a "Perpetual Timber Rights Owner," and are submitting this without the Landowner's Signature, provide written evidence the landowner has been notified.

Please make a copy of this FPA/N for your records. If this FPA/N contains a hydraulic project requiring WDFW concurrence review, it will not be available online for public review until after the WDFW concurrence review period.



TACOMA WATER HABITAT CONSERVATION PLAN (HCP) CONSERVATION MEASURES (HCM) CHECKLIST

Sale Name: 8 Mile Thinning			Legal Description: Sec 23 T21NR08E W.M.		
Watershed Administrative Unit: NF Green			Forest Management Zone: Conservation		
Aquatic Resources Co		nservation Measures:			
Applicable	HCM Title	HCM No.	WAC 222-		
-	_No Harvest Riparian Buffers	3-02A	30-020, 021, 040, 045 & 060		
Yes	_Partial Harvest Riparian Buffers	3-02B	30-020, 021, 040, 045 & 060		
	_Watershed Analysis Complete?	3-03A	22-090		
	_Road Maintenance	3-03B	24-050, 051 & 052.		
Yes	_Road Construction	3-03C	24-020 & 030.		
	_Roads on Side Slopes >60%	3-03D	24-020 (8)		
Yes	_Erosion Control	3-03E	24-030 (4)		
	_Stream Crossings	3-03F	24-040		
	_Road Closures	3-03G			
	_Roadside Vegetation	3-03H	24-052 (5)		
Yes	_Road Abandonment	3-031	24-052 (3)		
	_Culvert Improvements	3-03J	24-050		
	Upper Watershed Stream, Wetland & Reservoir Shoreline Rehabilitation	2-03A	30-010		
	Other Conservation	Measures	::		
	_Salavage Harvesting	3-01F	30-045 (1),(4) & (5)		
Yes	_Snags, Green Recruitment Trees & Logs	3-01G	30-020 (11)		
	_Harvest Unit Size	3-01H	30-025 (1) & (2)		

Applicable	HCM Title	HCM No.	WAC 222-
	_Even-aged Harvest Unit Adjacency Rule	3-011	30-025 (3),(4),(5) & (6)
	Harvest Restrictions on Sites with Low Productivity	3-01J	16-10 (Merchanable stand of timber)
Yes	_Contractor, Logger & Employee Awareness	3-01K	
Yes	_Logging Slash Disposal	3-01L	30-090 & 100
	Reforestation	3-01M	34-010
	_Harvest on Unstable Slopes	3-01N	22-090
	Species Specific Conserv	/ation Mea	sures:
	Grizzly Bear Den Site Protection	3-04A	16-080 (1) (c)
-	Grizzly Bear Sightings	3-04B	
	Grizzly Bear & Roads	3-04C	
	Grizzly Bear Visual Screening	3-04D	
	Grizzly Bears & Trash	3-04E	
	_Grizzly Bears & Firearms	3-04F	
	_Gray Wolf Den Site Protection	3-04G	16-090 (1) (b)
	Pacific Fisher Den Site Protection	3-04H	
	California Wolverine Den Site Protection	3-041	
	Canada Lynx Den Site & Denning Habitat Protection	3-04J	
	Peregrine Falcon Seasonal Protection of Nest Sites	3-04K	16-090 (1) (f)
	Peregrine Falcon Long Term Protection of Nest Sites	3-04L	
	Bald Eagle Seasonal Protection of Nests &	3-04M	16-080 (1) (a)
	Communal Winter Night Roosts Bald Eagle Long Term Protection of Nests & Communal Winter Night Roosts	3-04N	
	_Northern Spotted Owl Seasonal Protection of Nests	3-040	16-080 (1) (h) 24-030 (10) 30-050 (5), 060 (6), 065 (1), 070 (10) & 100 (6)
	_Northern Spotted Owl Year Round Protection of Nests	3-04P	

Applicable	HCM Title	HCM No.	WAC 222-
	Northern Goshawk Seasonal Protection of Nests	3-04Q	
	Northern Goshawk Year Round Protection of Nests	3-04R	
	Pileated Woodpecker Nest, Roost & Foraging Trees	3-04S	
	_Vaux's Swift Nest & Roost Trees	3-04T	
	Larch Mountain Salamander Habitat Protection	3-04U	
Yes	Sightings of Covered Species	3-04V	
	Marbled Murrelet Seasonal Protection of Occupied Nesting Habitat	3-04W	16-080 (1) (j) 24-030 (11) 30-050 (6), 060 (7), 065 (2), 070 (11) & 100 (7)
	Northwestern Pond Turtles Site Specific Protection	3-04X	16-080 (1) (i)
Comments:	The above Habitat Conservation Measures (HC pracitce application in place of the referenced Fl Water Habitat Conservation Plan - Implemental January 2002, on file at the DNR's South Puget	PA - WAC tion Manua	222 rules. Please see Tacoma I for Green River Watershed Users,



For DNR Use Only				
Checklist #:				

SMALL FOREST LANDOWNER CHECKLIST RMAP

WHEN TO SUBMIT A CHECKLIST RMAP

Submit this checklist with your Forest Practices Application/Notification (FPA/N) for harvest or salvage. If you have already submitted a Checklist for these roads, please contact the DNR region office. The Checklist is for existing roads on your forest land that have been used by anyone for a forest practice since 1974. Do not include haul roads on your neighbor's property. Do not include skid trails.

THIS C	HECKLIST APPLIES TO (Check one)		
☐ The	e forest roads on my forest land that I will	use for	this FPA/N. Minimum Required
you will Activity http://w	not be required to submit additional chec Map(s) that shows all your forest roads.	cklists w Maps ar ForestPr	ssessing all your forest roads is optional. If you choose this, rith future FPA/N's. If you check this box, include a DNR re available at DNR region offices and on the DNR website at racticesApplications/Pages/fp_fpars.aspx. You need to know our roads in order to request a map.
	proximate total number of miles of forest formation will be used for statewide statis		sessed in this Checklist is:
FORES	T ROAD ASSESSMENT		
Please	complete this section after you have asse	essed yo	our forest roads.
	eed help with this section. (If you check the contact you)	his box,	you may leave the rest of the boxes in this section blank.
The foll	owing boxes describe common sediment	t and roa	ad issues. Check all that apply.
	Water from the road or ditch runs directly into typed water.		The road has sinkholes. (Not a pothole – but a hole that you can't drive over)
	Water flows under, over, or around the culvert.		Dirt from the uphill side of the road keeps falling into the ditch-line before regularly scheduled maintenance.
	The culvert keeps filling with dirt.		Dirt from the cut-slope keeps falling downhill into or near a stream, pond, or wetland.
	The road has large cracks or ruts.		There are indications of past surface erosion
	road crosses typed water (a culvert, brid	•	,

FAMILY FOREST FISH PASSAGE PROGRAM

This is a program to fix fish passage barriers, such as culverts. Not all culverts are fish passage barriers. For an evaluation of your potential fish passage barrier please contact the DNR's Small Forest Landowner Office in Olympia at (360) 902-1404 or go to www.dnr.wa.gov/fffpp for more information.

Check one of these boxes				
 ☐ I choose to enroll in the Family Forest Fish Passage Program and would like to have my potential barrier evaluated for eligibility. ☐ I understand that by checking this box I may be required to provide cost-share associated with the barrier removal or replacement. ☑ I choose not to enroll in the Family Forest Fish Passage Program and accept responsibility for removing or repairing any artificial fish barrier on my forest roads at my own expense. ☐ This barrier is already enrolled in the Family Fish Passage Program. 				
ORPHANED ROADS State law requires DNR to keep an inventory of orphaned roads that pose a risk to public safety or to public resources. Your help with this inventory is requested.				
 Orphaned roads are: Roads on your forest land that have not been used for forest activities since 1974. Forest Practices activities include timber cutting, timber hauling, tree planting, brush control, precommercial thinning, timber salvage, etc. 				
Check one of these boxes				
☑ I do not have orphaned roads that I think pose a risk to public resources or public safety – such as houses, highways, county roads, streams, ponds, or wetlands.				
I have orphaned roads that I think may pose a risk to public resources or public safety – such as houses, highways, county roads, streams, ponds or wetlands. (Please show the locations of all these orphaned roads on a separate DNR Activity Map. This is not the same map that shows your harvest)				
☐ I need help identifying orphaned roads.				
ROAD MAINTENANCE OBLIGATIONS All forest landowners have a legal obligation to maintain all their forest roads on all their forest land to the extent necessary to prevent damage to public resources. This includes forest roads not shown on this Checklist. Maintenance rules are in WAC 222-24-052. Best Management Practices (BMP's) for road maintenance are in the Forest Practices Board Manual Section 3. Both are in the forest practices rule book or on the DNR website at:http://www.dnr.wa.gov/BusinessPermits/Topics/ForestPracticesRules/Pages/Home.aspx				
Road maintenance includes: Inspecting forest roads and fixing damage before, during, and after hauling timber and/or rock Keeping drainage structures (relief culverts, ditches, water bars, dips, etc.) and water crossings functional Making sure water from roads and ditches do not flow directly into streams, ponds, or wetlands				
☑ My road(s) are maintained to Forest Practices standards.				
LANDOWNER INFORMATION				
 I certify that at the time I submit this FPA/N I am a small forest landowner because: I have an average annual timber harvest level of two million board feet or less from my own forest land in Washington State; and I have not exceeded this average annual harvest level in the last three years; and I will not exceed this average annual harvest level for the next ten years. 				
Printed Name of Landowner: Brian Ballard				
Landowner Signature(s): Ballace Complete this section only if you are not submitting an FPA/N				
Mailing Address:				
City: State: Zip Code:				
E-Mail Address (optional): Phone Number:				
Printed Name of Contact Person (If different from landowner):				
E-Mail Address (optional): Phone Number:				

Checklist RMAP

09-26-2014

Page 2 of 2

Marbled Murrelet Form

Western Washington Forest Practices Application/Notification

Complete this form only if you are harvesting timber (including salvage) or constructing roads.

Do not complete this form if you have an HCP for marbled murrelets.

				Answe	er eve	ry question	١.				
1. 🔀 No	Yes Fo					/ey(s) been				ludes:	
	•					ft on your ov t on your ow					
	•					struction (a				your ow	nership)?
	If 'Ye	∍s', fill c	out the tai	ble and ch	eck th	e appropriat	e findi	ings be	low.		
						^				<u> </u>	

	If 'Yes', fi	ll out the table and che	ck the appropriate find	ings below.	• /		
Survey ID (Name or Unit #)	Township, Range, & Section	Survey was approved by WDFW (Attach approval letter from WDFW)	Survey was disapproved by WDFW and is being resubmitted with this FPA/N (Explain below)	Survey has been submitted to WDFW and survey approval is unknown (Explain below)	Survey is complete but has not yet been submitted to WDFW (Submit survey with FPA/N)		
		Occupancy Presence No Detections	Occupancy Presence No Detections	Occupancy Presence No Detections	Occupancy Presence No Detections		
		Occupancy Presence No Detections	☐ Occupancy ☐ Presence ☐ No Detections	Occupancy Presence No Detections	Occupancy Presence No Detections		
		Occupancy Presence No Detections	☐ Occupancy ☐ Presence ☐ No Detections	Occupancy Presence No Detections	Occupancy Presence No Detections		
Explanation:							
2. 🗵 No 🗌	2. No Yes Unknown Will you harvest, salvage, or construct roads within 0.25 miles of an occupied site?						
3. ⊠ No □	3. No Yes Unknown Will you fly helicopter(s) over or within 0.25 miles of an occupied site?						
4. 🗵 No 🗌	4. X No Yes Will you harvest <i>live</i> trees in a buffer of an occupied site?						
Description of r	managed buffers	NOTE: If yo is a Class I	scribe the leave trees ou leave less than requi V-Special and an Envir	ired in WAC 222-16-0	80(1) (h) (v) this		

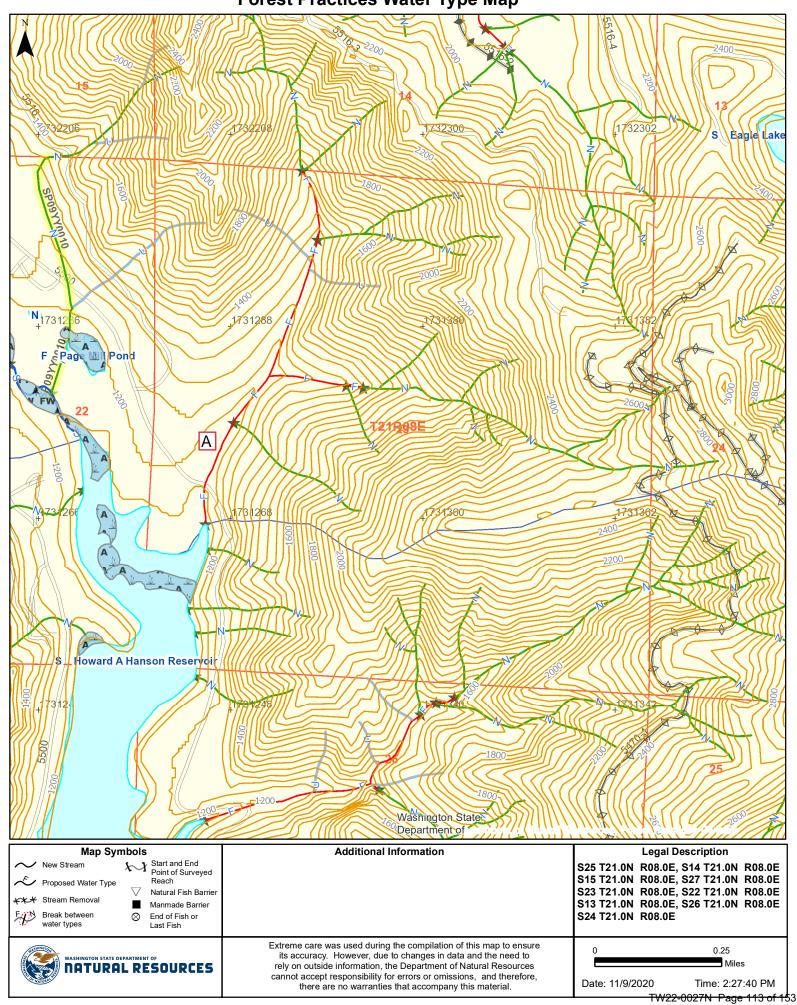
5. X No ☐ Yes Are there nesting platforms within any harvest unit (including salvage and road construction) that are within 300 feet that: Are not located within a surveyed area, and; Have a minimum of 2 platforms per acre. and: Are located within 7 or more acres of contiguous habitat, and; Have a least 40% (number not volume) of the dominant and co-dominant trees made up of Douglas-fir, western hemlock, western red cedar, or Sitka spruce? If "Yes", complete the table below for those areas. Name or # (as Platform Assessment Method shown on map) of Number of delineated stands Nesting trees 32 inches Field Sampling Method, Sample Plot of contiguous Delineated platforms dbh or greater Method, 100% Cruise Method, Inventory habitat stand acres per acre with platforms Model Method, or Other 6. X No ☐ Yes Are there areas within this forest practice or within 300 feet that: Are not surveyed, and; Are not listed in question 5, and; Have trees that are at least 32 inches dbh If "Yes", list the forest practice unit numbers from your activity map. Provide brief description of current stand conditions. Such as tree species composition, stand age (if known), and maximum tree size (dbh). Harvest Unit #(s) Within the Unit Within 300 feet of the Unit Description: Harvest Unit #(s)______Within the Unit Within 300 feet of the Unit Description: Harvest Unit #(s) Within the Unit Within 300 feet of the Unit Description:

7. If you answered yes to question 1, 4, or 5, include a map (separate from your map that shows your harvest units and/or road construction) See the instructions for the information required on each map.

Appendix A. Water Type Classification Worksheet Western Washington

Stream/Segment ID:		Stream/Segment ID:	Stream/Segment ID:		
	Date(s) Observed:	Date(s) Observed:	Date(s) Observed:		
1.	Did you determine fish use as desc stream have waiver characteristics	ribed in the Forest Practices Board M ? [See WAC 222-16-031(3)(b)(ii)]	lanual Section 13? Or, does the		
	☐ No. Continue	☐ No. Continue	☐ No. Continue		
	Yes. Attach documentation or approved WTMF number:	Yes. Attach documentation or approved WTMF number:	Yes. Attach documentation or approved WTMF number:		
	Fish found. Type F water. Stop.	Fish found. Type F water. Stop.	Fish found. Type F water. Stop.		
	☐ No fish. Continue to 6.	☐ No fish. Continue to 6.	☐ No fish. Continue to 6.		
	Yes. Meets waiver criteria.Continue to 6.	Yes. Meets waiver criteria.Continue to 6.	Yes. Meets waiver criteria.Continue to 6.		
2.	Were fish observed or are fish know	vn to use the stream any time of the y	vear?		
	Yes. Type F water. Stop.	Yes. Type F water. Stop.	Yes. Type F water. Stop.		
	☐ No. Continue.	☐ No. Continue.	☐ No. Continue.		
3.	Is there an impoundment (ponded v	water) upstream of the assessed segn	nent that is greater than 0.5 acres?		
	Yes. Type F water. Stop.	Yes. Type F water. Stop.	Yes. Type F water. Stop.		
	□ No. Continue.	☐ No. Continue.	☐ No. Continue.		
4.		eam of the assessed portion of the st is the average stream gradient less th	_		
	☐ Yes. Type F water. Stop.	☐ Yes. Type F water. Stop.	☐ Yes. Type F water. Stop.		
	☐ No. Continue.	☐ No. Continue.	☐ No. Continue.		
5.	<u>-</u>	eam of the assessed portion of the st is the average stream gradient betwe eater than 50 acres?	_		
	☐ Yes. Type F water. Stop.	☐ Yes. Type F water. Stop.	☐ Yes. Type F water. Stop.		
	☐ No. Continue.	☐ No. Continue.	☐ No. Continue.		
6.	Does the stream segment contain v	vater at all times during a normal rain	fall year?		
	Yes. Type Np water. Go to 9.	Yes. Type Np water. Go to 9.	Yes. Type Np water. Go to 9.		
	☐ No. Continue.	☐ No. Continue.	☐ No. Continue.		
7.	Is the stream segment downstream	of a perennial source of water?			
	Yes. Type Np water. Go to 9	Yes. Type Np water. Go to 9.	Yes. Type Np water. Go to 9.		
	☐ No. Continue.	☐ No. Continue.	☐ No. Continue.		
8.	Is the stream physically connected	by an above-ground channel to Type	S, F, or Np water?		
	Yes, Type Ns water.	Yes, Type Ns water.	Yes, Type Ns water.		
	☐ No, non-typed water.	☐ No, non-typed water.	☐ No, non-typed water.		
9.	•	ippermost point of perennial flow. Inc			
٠.	show the point on a map (Use a seg		a accomplish of its location and		
		Stream/Segment ID:	Stream/Segment ID:		
	-				

Forest Practices Water Type Map





Forest Practices Application/Notification NOTICE OF TRANSFER

I/we transfer my/our rights, privileges, and obligations under this approved Forest Practices Application or Notification. I/we affirm that the information contained below is true and agree to comply with the rules authorized by the Forest Practices Act and be bound by all conditions on the approved application or notification.

FPA/N Number:	Section(s):	Township:	_ Range:
Original Landowner (Signature):_			
Original Landowner (Printed):		Date:	
New Operator – Complete this sed Changing an operator for: Adding an operator for: Legal Name of New Operator: (Prince)	Road construction Timber	harvest Aerial spr harvest Aerial spr ling Address:	
Phone:			
Email:		Date	<u> </u>
New Operator Signature:			
	orest landowner per RCW 76.09. posed harvest area on a single c	450 (if yes, continue to que	estion below)
Phone: Email:			
New Landowner Signature:		Date	:
New Timber Owner – Complete the Legal Name of Timber Owner: (Pringle)		rring your timber rights ling Address:	
Phone: Email:			
Forest Tax Reporting Account N	umber: (Contact Dept. of Reve	nue at: 1-800-548-8829)	
New Timber Owner Signature:		Date	
Received by:		Date:	
	Forest Practices Staff Signature)	11/01/2017	

Washington State Department of Revenue Forest Tax Program PO Box 47472 Olympia WA 98504-7472 1-800-548-8829

Appendix G

Disposition Certification for Export Restricted Timber

Contracting/Selling Agency:		Sale Name					
Agency Contract Number:		DNR Region					
County(s):		Forest Practices Application	n Number:				
Assigned Log Brand Description:		Registered Log Brand Num	ber				
The purchaser states the following is harvested under this contract. Makinger RCW 9A.72.040.			nisdemeanor				
Company Name	Location	Species	Volume (MBF)	Volume			
Name	Location	Species	(IVIDE)	(Tons)			
		TOTALS					
Company Name		UBI Number					
Representative's Name		Representative's Title					
Representative's Signature		Date					

Disposition Certification Instructions

This form is to be completed for each export restricted timber harvesting contract from non-federal public lands within Washington State. Certifications are to be submitted to the Department of Revenue at the address below within **30 days after harvesting activities have been completed** and when volume removal records are available.

Contracting/Selling Agency: Enter the public agency offering the timber sale or public works project up for bid.

Sale Name: Enter sale name assigned by the selling agency.

Agency Contract Number: Enter the contract number assigned by the selling agency.

DNR Region: For the Department of Natural Resources contracts, enter the DNR region name.

Forest Practices Application Number: Enter Department of Natural Resources forest practices application number which corresponds with the sale (if applicable).

Assigned Log Brand Description: Enter the log brand description.

Registered Log Brand Number: Enter the State Log Brand Registry identification number for the assigned log brand.

List: Enter the name and location of where logs were delivered, using species and actual volumes in MBF and/or tons.

Total Volume: Add each volume column and enter total volume.

Company Name: Enter purchaser's name.

Representative's Name: Enter name of representative for the company and their title.

Submit signed and dated certifications to the following address:

Washington State
Department of Revenue
Forest Tax Program
PO Box 47472
Olympia WA 98504-7472

Please note that incomplete forms will not be accepted.

If you need further assistance, please call 1-800-548-8829.

Appendix H

TACOMA PUBLIC UTILITIES TACOMA WATER

REQUIREMENTS FOR PROTECTION OF WATER SUPPLY IN THE GREEN RIVER WATERSHED

Jackie Flowers
Director of Utilities

Scott Dewhirst Superintendent – Tacoma Water

UTILITIES ADMINISTRATION BUILDING Tacoma, Washington 98409

EMERGENCY NUMBERS

Gate Guard (24 Hours) (253) 502-8697 Gate Guard (24 Hours) alternate (360) 886-1601 Green River Filtration Facility (24 Hours) (253) 502-8346

FOREWORD

The principal source of Tacoma Water's municipal drinking water supply is the Green River, which flows west from the Cascade Mountains. Green River water is diverted at a point approximately 30 miles east of the City of Tacoma. To protect public health and ensure a safe drinking water supply, it is necessary that the water be maintained at its source in a state of the highest natural quality. Therefore, it is the goal of Tacoma Water to control those activities within the Green River Watershed that are not compatible with maintaining high quality water.

The Washington State Department of Health has enacted drinking water regulations requiring water purveyors to develop and implement an approved watershed control program. The purveyor must exercise surveillance over conditions and activities in the watershed affecting source water quality (WAC 246-290-668). The Washington State Department of Health's approval of Tacoma Water's Green River Filtration Facility was based on the expectation that watershed control practices would remain at similar levels as an unfiltered surface water supply. State law RCW 35.88.010 also provides Tacoma Water with authority over its sources of water supply.

The purpose of this document is to identify requirements for water supply protection that all landowners, their agents, and other visitors to the Green River Watershed must follow. The first publication of this manual was in 1952. It has been revised over time to reflect changes to Tacoma Water policies and procedures, regulatory revisions, and changes within the watershed area. This document has been incorporated into the overall Water System Plan for Tacoma Water. The following requirements have been adopted by the City of Tacoma's Public Utility Board to afford maximum compatible multiple use of the watershed area without jeopardizing the health and safety of Tacoma Water customers.

Revised - January 11, 1966

Revised - May 4, 1967

Revised - September 2, 1970

Revised - January 20, 1971

Revised - March 17, 1976

Revised and Approved by Public Utility Board - January 23, 1980

Revised and Approved by Public Utility Board – August 25, 1993

Revised and Approved by Public Utility Board – August 13, 2008

Revised and Approved by Public Utility Board - March 27, 2019

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CHAPTER I

CONTROL OF THE WATERSHED AREA

Background

The Green River Watershed encompasses a total of 231 square miles approximately 30 miles east of the City of Tacoma in the central Cascade Mountain Range. The Green River is the primary source of Tacoma Water's drinking water supply. The water supply is treated at the Green River Filtration Facility; however, watershed control remains a critical component to maintaining water quality. To protect public health and ensure a safe drinking water supply, it is necessary that source water quality within the watershed be protected from degradation and contamination. Since 1906 when the City of Tacoma first declared its intention of using the Green River as its source of municipal water supply, Tacoma Water has had a continuous program for sanitary control of the area.

In accordance with the laws of the State of Washington, and as required by the rules and regulations of the Washington State Department of Health, the Tacoma City Council has defined by Ordinance No. 11441 (Appendix A) the property and territory constituting the Green River Watershed over which Tacoma Water exercises certain authority and jurisdiction by virtue of ownership and cooperative agreements with landowners.

The requirements included in this document are intended to protect water quality in the watershed and complement requirements imposed by existing State and Federal regulations. Tacoma Water may amend these requirements from time to time to conform to changes in watershed practices or technologies.

Regulatory Considerations

Public water systems in Washington are required to comply with WAC 246-290, the Washington State Department of Health drinking water regulations. These regulations set forth specific treatment requirements for surface water supplies such as Tacoma's Green River supply and require suppliers to exercise surveillance over conditions and activities in the watershed that may affect drinking water quality. Tacoma Water is required to have a watershed control program in place to protect source water from contamination.

The Washington State Forest Practices Rules also provide important regulatory considerations; activities conducted in the watershed must meet the requirements outlined in the Forest Practices Rules (Title 222 WAC).

Activities on watershed lands owned by Tacoma Water are regulated by the Green River Habitat Conservation Plan in order to protect sensitive species and those listed under the Endangered Species Act. Habitat Conservation Measure 3-04V covers sightings of species covered under the plan and states: "Tacoma will notify the USFWS in a timely manner of any reported sighting of a spotted owl, marbled murrelet, grizzly bear, gray wolf, Pacific fisher, California wolverine, or Canada lynx in the Upper HCP Area." Tacoma Water asks that all sightings of any of these species on Tacoma Water lands be reported to the Watershed Manager. Please report date and time of sighting, location of sighting and observed behavior of the particular species."

1

General Access Control

All roads entering the critical areas of the watershed are controlled by locked gates. Tacoma Water has jurisdiction over all access in the lower portion of the basin between the Headworks Gate and Massey Gates on the west and the gate at Friday Creek on the east. Tacoma Water provides surveillance over all land in the watershed.

Persons authorized in the area include workers for the various forest land and logging operations in the basin, the Bonneville Power Administration, the US Geological Survey, the US Forest Service, Burlington Northern Santa Fe Railroad, State and Federal fish and wildlife agencies, the US Army Corps of Engineers, Puget Sound Energy, and other landowners. Hunters are also authorized during the annual special permit hunts. Activities of all persons while in the watershed are carefully controlled to preclude contamination. Portable toilets are provided and maintained by Tacoma Water at convenient locations within the watershed. Failure to use them as required may result in termination of access privileges.

Tacoma Water employees are on duty every day and closely monitor watershed access and enforcement of these requirements. State trespass laws are used to control access.

CHAPTER II

ACCESS

Through cooperative agreements, Tacoma Water is authorized to limit Green River Watershed access to landowners and their agents. Other activities are controlled through a permit process. Tacoma Water maintains a number of locked gates on the roads leading into the watershed. Entrance through these gates into the watershed area is granted on a permit basis. Tacoma Water's right to issue the permits is based on ownership of the roadway or by cooperative agreement with landowners. Access permits may be issued for those activities that are compatible with watershed management and Washington State Department of Health policies. This permit process is detailed in Appendix B: Road Use Permit Form for Green River Watershed.

Westerly Access into the Green River Watershed Road 5500

Road 5500 enters the watershed through the automatic, controlled gate at Tacoma Water's Green River Filtration Facility, continuing through the watershed to Lester. Road 5500 follows a route on the north side of the Green River.

Tacoma Water controls access on Road 5500 between the Headworks Gate on the west and the gate at Friday Creek on the east. The roadway is controlled through landowner agreements, US Army Corps of Engineers license, and by ownership of portions of the roadway.

Access for all landowner agents, contractors, or other visitors requires an access permit (Appendix B). After receipt of a permit and explanation of these watershed requirements, the driver will be responsible for any passengers and is required to inform them that they are entering a domestic water supply area. Any violations of the *Requirements for Protection of Water Supply in the Green River Watershed* will be grounds for issuing a Trespass / Incident Report (Appendix C) and denial of further access into the controlled areas of the Green River Watershed.

In addition to the access permit, supplemental requirements are in place for contractors. These special instructions for contractors are included in Chapter V. If a contractor desires access to other roadways that branch off of Road 5500, Tacoma Water must be contacted for any special requirements such as hauling permits, keys, or insurance.

Tacoma Water issues all commercial hauling permits on Road 5500.

Tacoma Water does not warrant the condition of the road, and drivers with access permits use the roadway at their own risk. Access to Road 5500 will be denied for any vehicle that does not have adequate insurance.

Green River Truck Road

Access on the Green River Truck Road (Road 3703) is controlled through landowner agreements and partial ownership by Tacoma Water from the Massey Gates located east of Cumberland. The roadway continues along the south side of the river. The Green River Truck Road is a private roadway. Access permits for use of the Green River Truck Road are issued by Tacoma Water.

Tacoma Water and the other road owners do not warrant the condition of the road, and drivers with access permits use the roadway at their own risk. Access to the Green River Truck Road will be denied for any vehicle that is not adequately insured.

Gate Keys

Gate keys are issued by Tacoma Water (Appendix F: Green River Watershed Gate Policy and Key Permit) or watershed landowners to permit holders who require access into the Green River Watershed during off hours. Keys shall not be duplicated or loaned to anyone else.

Key holders shall promptly return all keys when their official business has concluded, or when requested by Tacoma Water or the issuing landowner. A receipt will be issued for keys returned to Tacoma Water. Failure to return a key when asked by Tacoma Water will result in the key being considered as lost or stolen, and the key holder will be responsible for paying the penalty under Section 7.3 of the Policy found in Appendix F: Green River Watershed Gate Policy and Key Permit.

Access into the Green River Watershed via All Other Routes

Access to eastern portion of the watershed (east of the gate at Friday Creek) over any road system from the east does not presently require the issuance of a permit. Landowner agents and other visitors cannot enter the gate at Friday Creek without a valid permit.

Access to contractors from the east via any road system does not require the issuance of an access permit unless the contractor wishes to work west of the gate at Friday Creek.

Access by air for contractors to work within the watershed will not be allowed without a valid permit.

Insurance Requirements

Property owners, seeking to access City of Tacoma property to access their own property, contractors retained by them and permit holders, shall have and maintain adequate general liability and automobile liability insurance coverage, and shall provide verification upon the request to City of Tacoma officials, that adequate insurance coverage has been obtained and is in effect.

Contractors performing services for the City of Tacoma at their own expense shall procure and maintain in effect during the entire term of their contracts the specific insurance requirements specified therein, including:

A) Commercial Automobile coverage, providing coverage for bodily injury and property damage, with policy limits of no less than \$1,000,000 combined single limit of liability. The City of Tacoma shall be named as an additional insured. Coverage shall apply to owned, non-owned and hired vehicles.

Property owners shall be responsible for verifying that their contractors and permit holders have adequate insurance.

CHAPTER III

OVERNIGHT STAYS

Temporary Residence

There are some cases where Tacoma Water determines it is in the best interest of watershed management to provide short-term temporary housing within certain areas of the watershed. This housing may be provided and/or allowed at the discretion of Tacoma Water. Any person staying within the watershed will be responsible to abide by these watershed requirements and notify their personnel that they are in a domestic water supply area. Any person observed violating these requirements or participating in any non-job-related activity west of the gate at Friday Creek will be subject to issuance of a Trespass / Incident Report and termination of access privileges.

Overnight lodging for fire surveillance or other special purposes may be authorized with prior approval of Tacoma Water.

CHAPTER IV

RULES AND REGULATIONS FOR MULTIPLE-USE FACILITIES AND OPERATIONS

As provided through ownership and cooperative agreements with landowners, it is the responsibility of Tacoma Water to ensure that contractors, corporations, and governmental agencies satisfy water quality protection requirements in the Green River Watershed. The applicable rules and regulations of the Washington State Department of Health (WAC 246-290), the Forest Practices Act, and the applicable laws of the State of Washington and its subdivisions apply to any activities in the watershed and are incorporated by this reference into these requirements.

The Washington State Forest Practices Rules provide detailed specifications for forest practices and are followed by Tacoma Water to ensure that the maintenance and operation of compatible multiple-use facilities within the Green River Watershed do not degrade water quality. For Tacoma Water-owned lands, Tacoma Water ensures that logging practices, road building, and maintenance activities meet current Federal and State logging standards. For lands owned by other landowners, Tacoma Water reviews proposed activity plans and monitors the conduct of these activities. Tacoma Water attempts to resolve any identified problems in the field, but will report violations of the Forest Practices Act to the proper authorities if necessary.

In addition to the Forest Practices Rules and other existing rules and regulations, Tacoma Water implements additional requirements for the protection of water quality in the watershed. Special attention shall be paid to the following requirements for those visiting or working in the watershed:

1. Notification

Tacoma Water shall be notified by landowners and contractors one week prior to the actual starting of any project within the watershed requiring a Forest Practice Application.

2. Toilet Facilities

Tacoma Water shall be responsible for determining where toilet facilities shall be required and providing the required units. The contractor shall be responsible for providing a location to place the required units and encouraging their use.

3. Garbage

All trash and rubbish shall be collected in leak-proof containers and removed from the watershed. Trash and rubbish shall not be allowed to accumulate on the ground or in any water course. Such material shall not be disposed of by being deposited within the watershed area. All log landings and construction areas shall be kept clean of food waste, sandwich wrappers, etc. All vehicles shall have litterbags. Tacoma Water may provide garbage cans at the Headworks Gate and Massey Gates. Persons observed littering the roadways will be subject to citation and termination of access privileges.

4. Communicable Diseases

It shall be the duty of any person knowing or suspecting the presence of a communicable disease in an employee of his/her own to report these conditions immediately to the local health officer [King County Health Department hotline (206) 296-4774] and inform Tacoma Water [Gate Guard (360) 886-1601].

5. Rodent Control

The use of any disease-producing organism, such as the so-called "rat viruses", or any other bacteria for the purpose of rodent extermination, is prohibited.

6. Boating, Wading, and Equipment Use

No boating, wading, or equipment use — except as required in construction or operations —shall be authorized in the Green River, Eagle Gorge Reservoir, or in any stream, lake, or pond tributary to the same. In those instances in which such activities are unavoidable, Tacoma Water's decontamination procedures shall be followed (Appendix D).

7. Petroleum Products and Petroleum Product Spills

- a. Tankers, railroad tank cars, tank trucks, or other facilities used for the loading, unloading, and transportation of petroleum products shall be equipped for the collection of drips from the hose or other onnections with the excess petroleum products contained in hose and pipelines.
- b. Wherever petroleum products are temporarily being stored within the watershed, provisions shall be made for catching accidental spills. These facilities shall be of such a capacity as to hold the maximum quantity of petroleum products possible from any one spill.
- c. If petroleum products or other hazardous materials are accidentally spilled into the Green River or its tributaries, or has the potential to reach the water supply immediate notification shall be given to Tacoma Water (at the emergency phone numbers provided) so the polluted water can be diverted before entering the water distribution system. Tacoma Water maintains oil spill equipment at the Green River Headworks and at most bridge crossings. The contractor shall be liable for any damage from such river pollution.

d. Emergency Phone Numbers

Gate Guard (24 Hours): (253) 502-8697 Gate Guard (24 Hours) alternate: (360) 886-1601 Green River Filtration Facility (24 Hours): (253) 502-8346

e. Any equipment leaking excess amounts of oil shall be repaired prior to continuation of its use within the watershed.

8. Turbidity Control

- a. Tacoma Water may require a project to be shut down within the Green River Watershed if it causes turbidity levels above 5.0 NTUs (Nephelometric Turbidity Units) at the water supply intake. The affected project shall be delayed until turbidity from the project can be reduced by sedimentation basin construction or until conditions allow for well water blending or replacement of the turbid river water.
- b. Where required, temporary sedimentation basins shall be provided of sufficient capacity to detain the runoff long enough to permit the water to significantly improve before being discharged into the main river or any tributary thereto.

Sedimentation basins shall meet Washington State Department of Ecology Stormwater Management Manual standards.

9. Spraying Herbicides, Insecticides, or Fertilizers

- a. The use and amounts of herbicides, insecticides, or fertilizers shall be limited to compounds and procedures as approved by Tacoma Water and the landowners and in accordance with the applicable rules and regulations of the Washington State Department of Health and the Forest Practice Rules (WAC 222-38). The list of approved chemicals includes the following:
 - Glyphosate
 - Triclopyr
 - Aminopyralid

Additional chemicals may also be acceptable but must be approved prior to use.

- Oil-based insecticides or herbicides shall not be used without prior approval of Tacoma Water.
- c. Two weeks' prior notice must be provided to Tacoma Water by contractors or landowners who are planning on applying herbicides, insecticides, or fertilizers. This advance notice is required for the following reasons:
 - To screen all chemicals and application methods to determine potential impact on the water supply area.
 - To locate water sampling sites which best represent any potential contamination of the river.
 - To collect water samples to be tested for one or more of the chemicals applied; samples must be collected prior to chemical application, immediately after chemical application, and after the next rain event (Appendix E).
 - To make arrangements for Tacoma Water staff to ride with or be available to the herbicide applicator during the application process.

10. Bridge Maintenance

Debris and material from bridge maintenance, such as rust, scale, paint, or dirt, shall be kept from dropping into the water. All work shall be carried out over a shield designed to catch such material so that they may be disposed of on land. When cleaning solvents are used, care must be taken to see that such solvents do not drop into the water.

11. Bridge Sanitation Requirements

All railroad bridges and other bridges that are to be upgraded shall be constructed to the maximum extent possible to prevent contamination of the water. Drainage from bridges should be carried onto the land on either end and disposed of in such a manner that it cannot be directly discharged or washed into the main channel.

12. Dust Control

Petroleum products shall not be used within the Green River Watershed for dust control.

CHAPTER V

SPECIAL INSTRUCTIONS TO CONTRACTORS WORKING IN THE GREEN RIVER WATERSHED

All contractor personnel must be fully instructed as to the nature of the land upon which they are to work and shall exercise proper restraint to prevent any possible contamination of the water supply. It is the express duty of the foremen and supervisors to prevent sanitary infractions and inform their workers of the danger arising from carelessness.

All permits for contractor access are issued for work purposes in a designated area only. Access is limited to a designated route to and from the work site. Failure to comply will subject the person to issuance of a trespass incident report and termination of access privileges.

No person shall be taken in or allowed to enter the watershed with a contractor unless that person is under the employment of the company receiving the access permit. **NO UNAUTHORIZED RIDERS ARE ALLOWED**. Each contractor working in the watershed shall provide Tacoma Water with a list of employees. This list must be kept current.

CHAPTER VI

RECREATION WITHIN THE GREEN RIVER WATERSHED

Unrestricted outdoor recreation in the watershed is not considered a compatible multipurpose use. Therefore fishing, swimming, hunting, and other recreational activities (other than special permit hunting and other limited recreational activities supervised by Tacoma Water) are not allowed within the borders of the Green River Watershed west of the gate at Friday Creek. Tacoma Water reserves the right to restrict access to its owned and controlled lands east of Friday Creek.

Any person apprehended accessing the controlled areas of the Green River Watershed for recreational purposes by land, water, or air will be issued a Watershed Trespass Incident Report and will be subject to being issued a King County Trespass Citation.

Tacoma Water, the Washington Department of Fish and Wildlife, and the Muckleshoot Indian Tribe jointly sponsor annual special permit hunts in the watershed in cooperation with the other landowners. Access and hunt activities are strictly controlled; all hunters must check in with staff at the Headworks Gate or Massey Gates and must obtain a "Road Use and Access Permit for Hunters" (in addition to their special hunting permit) to enter the watershed. No other recreational hunting is allowed in the watershed.

CHAPTER VII

TERMINATION OF ACCESS PRIVILEGES

Any violations of these requirements or of other applicable laws or regulations will subject the violating party and his/her employer's access permit to termination. Termination of access privileges will be initiated by a Tacoma Water letter to the individual involved as well as to the permit holder.

APPENDIX A

CITY OF TACOMA ORDINANCE NO. 11441

BY DAVISSON:

An ordinance defining the property and territory constituting the Green River Water Shed over which the City of Tacoma is seeking to exercise authority and jurisdiction; declaring an emergency, and providing that this ordinance shall take effect immediately after publication.

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That in order to comply with the rules and regulations of the State Board of Health of the State of Washington and in connection with the seeking by the City of Tacoma to exercise authority and jurisdiction over the Green River Water Shed, the limits of the territory and property constituting such water shed are defined as hereinafter set forth, which said property is all located in King County, Washington, and is described as follows, to-wit:

That portion of Section 36 lying on the Green River side of the divide. Township 22 North, Range 7 East W. M.

That portion of Sections 31, 32 and 33 lying on the Green River side of the divide, Township 22 North, Range 8 East W.M.

That portion of Sections 1, 24, 25 and 36 lying on the Green River side of the divide, Township 21 North, Range 7 East W. M.

All of Sections 5, 6, 8 to 17 inclusive, 20 to 29 inclusive, 32 to 36 inclusive, and that portion of Sections 1, 2, 3, 4, 7, 18, 19, 30 and 31 lying on the Green River side of the divide, Township 21 North, Range 8 East W. M.

All of Sections 17, 18, 19, 20, 21 and 25 to 36 inclusive and that portion of Sections 6, 7, 8, 9, 13, 15, 16, 22, 23 and 24 lying on the Green River side of the divide, Township 21 North, Range 9 East W. M.

All of Sections 30 to 35 inclusive and that portion of Sections 18, 19, 20, 23, 25, 26, 27, 28, 29 and 36 lying on the Green River side of the divide, Township 21 North, Range 10 East W. M.

All of Sections 29, 31 to 35 inclusive, and that portion of Sections 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30 and 36 lying on the Green River side of the divide, Township 21 North, Range 11 East W. M.

That portion of Sections 1, 12 and 13 lying on the Green River side of the divide, Township 20 North, Range 7 East W. M.

All of Sections 1 to 16 inclusive, and that portion of Sections 17, 18, 20, 21, 22, 23, 24, 25, 26 and 27 lying on the Green River side of the divide, Township 20 North, Range 8 East W. M.

All of Sections 1 to 18 inclusive, 20, 22 to 25 inclusive, and that portion of Sections 21, 26, 27, 28, 29, 30, 35, and 36 lying on the Green River side of the divide, Township 20 North, Range 9 East W. M.

All of Sections 1 to 30 inclusive, 32 to 36 inclusive, and that portion of Section 31 lying on the Green River side of the divide, Township 20 North, Range 10 East W. M.

All of Sections 2 to 10 inclusive, 15 to 36 inclusive, and that portion of Sections 1, 11, 12, 13 and 14 lying on the Green River side of the divide, Township 20 North, Range 11 East W. M.

All of Sections 27 and 34, and that portion of Sections 3, 22, 23, 26 and 35 lying on the Green River side of the divide, Township 20 North, Range 12 East W.M.

All of Sections 1 to 4 inclusive, and that portion of Sections 5, 6, 8, 9, 10, 11 and 12 lying on the Green River side of the divide, Township 19 North, Range 10 East W. M.

All of Sections 1 to 6 inclusive, 8 to 12 inclusive, 16, and that portion of Sections 7, 13, 14, 15, 17, 18, 20, 21 and 22 lying on the Green River side of the divide, Township 19 North, Range 11 East W. M.

All of Sections 3, 10 and 11, and that portion of Sections 2, 12, 13, 14 and 15 lying on the Green River side of the divide, Township 19 North, Range 12 East W.M.

Section 2. That this ordinance is necessary for the immediate preservation of the public health and safety of the

citizens of the City of Tacoma and shall take effect immediately. after publication.

Passed Aug 4 - 1037

Attest: Geneviewe Martin

TW22-0027N Page 136 of 153

APPENDIX B

ROAD USE PERMIT FORM FOR THE GREEN RIVER WATERSHED



Permit 1	No.	

ROAD USE PERMIT FORM FOR THE GREEN RIVER WATERSHED

Permit Issue Date:	on Date:					
Printed Name:		Office Phone	e No. :			
Address:						
Employer:						
Vehicle Plate No.:	Make:	Model:	Color:	Year:		
Purpose of Access:						
The Green River Watersho communities in Pierce and public health. Access is o or controlled by the City of requirements are detailed	I King Counties. Roally for the purpose of Tacoma. Addition	pad use and area acconstated above and liminal road use permits	ess are limited and ited to the segmen	controlled to protect ts of roadway owned		
Property owners, seeking retained by them and pern liability insurance coverage that adequate insurance co	nit holders, shall hav ge, and shall provide	re and maintain adeq verification upon the	quate general liabiline request to City o	ity and automobile		
Contractors performing se in effect during the entire including:						
with policy limits	A) Commercial Automobile coverage, providing coverage for bodily injury and property damage, with policy limits of no less than \$1,000,000 combined single limit of liability. The City of Tacoma shall be named as an additional insured. Coverage shall apply to owned, non-owned an hired vehicles.					
Property owners shall be r insurance.	esponsible for verify	ying that their contra	actors and permit h	olders have adequate		
Violations of the City's W Supply in the Green River listed on the reverse side of termination procedures. F the above-listed vehicle.	Watershed" or any of this form) shall be	of the terms, condition cause for revocation	ons or requirement on of this permit and	ts of this permit (as d initiation of access		
		Permitee signature	:			

SPECIAL REQUIREMENTS

- 1. Permittee(s) acknowledge that the Watershed roads are rough and appropriate driving precautions must be taken. Permittee(s) agree to hold harmless and indemnify the City of Tacoma, its officers, employees and other road owners and easement holders from all claims for monetary damages, litigation and judgements arising from or related to the use of the Watershed roads and other access privileges.
- 2. The City does not warrant the condition of the road, and permittee(s) use the roadway at their own risk.
- 3. Permittee is required to follow all safety guidelines on City of Tacoma roads including: following posted maximum speeds and other road-use instructions and calling out all mile and half mile markers using a CB radio. Headlights must remain on while driving.
- 4. All permittee(s) and work crews granted access to the Green River Watershed over City-owned or controlled roadways are required to comply with the City of Tacoma regulations as stated in the "Requirements for the Protection of Water Supply in the Green River Watershed." Copies are available upon request at the Headworks Operations Building.
- 5. Permittee(s) shall not stop on City of Tacoma roadways, except in case of vehicle mechanical failure or unsafe road conditions.
- 6. The permit holder must notify City of Tacoma staff immediately if a hazardous material spill occurs. Hazardous materials include but are not limited to: fuels, oils, coolants, pesticides, or any other substance that could pose a hazard to, or is known to have adverse effects on drinking water.
- 7. People in charge of operations shall instruct all those who enter the Watershed on their behalf about the nature of the Watershed and the serious consequences arising from failure to comply with the City's regulations regarding protection of its water supply.
- 8. No personal shall be taken in or allowed to enter the Watershed with a permittee unless that person is in the employ of the permittee. **No unauthorized riders are allowed.**
- 9. This permit is not transferrable and any assignment of it shall be cause for revocation.
- 10. The permittee(s) shall not trespass on the property right of the City of Tacoma or other landowners in the Watershed and shall not commit any act that may affect the quality of water. Permittees found in any body of water for anything other than specific assigned job requirements will have their access privileges revoked.
- 11. Except for a limited permit hunt, recreation of any type is not allowed within the controlled area of the Watershed. This permit provides access to and from the job location only.

Permittee initials:	
reminuee minais.	

APPENDIX C

TRESPASS/INCIDENT REPORT FORM

Color Albur	2020232000	di .et i = 1500	1,000,000	gun.	243

report number -000316			ACOMA (ED TRES			CASE NUMBE	R
NAME: LAST	FIRS	ST		INITIAL	VEHICLE LICEN	NSE NO.	
ADDRESS					VEH. YR.	MAKE	MODEL
CITY STATE ZI	PCODE	EMPLOYER			COLOR	STATE	EXPIRES
SEX IRACE IDATE OF BIRTH	HEIGHT	WEIGHT	EYES	IHAIR	OWNER IF OTI	HER THAN DRIVER	
DRIVER'S LICENSE NO.	STATE	EXPIRES	RESIDENCE PI	HONE NO.	ADDRESS		
DATE: IMO. IDAY	YR.	TIME:	<u> </u>		CITY	STATE	ZIP CODE
LOCATION: SECTION TOWNSHIP	RANGE	PROPERTY OV	VNER	1	REPORT FILED	BY:	
SHERIFF CALLED YES	NO	NAME OF OFFI	CER		1		BADGE NO.

APPENDIX D

DECONTAMINATION OF EQUIPMENT AND SUPPLIES

Decontamination of Equipment and Supplies

All equipment, machinery, and supplies to be used within the restricted access portion of the Green River Watershed that could be exposed to waters upstream of the Tacoma Water Intake, must be cleaned and disinfected at a location outside the watershed.

The terms "machinery" and "equipment" include, but are not limited to, the following: boats, barges, trailers, cables on heavy equipment, scientific equipment, drilling rigs, excavators, silt curtains, hoses, pumps, shovels, waders, nets, scuba equipment, and any other personal equipment that could be exposed to the water. Materials include all temporary or permanent construction materials including but not limited to the following: lumber, concrete, metal, plastics, pipes, hardware, cables, ropes, valves or other items used for projects that could be exposed to the water.

Equipment disinfection and cleaning must be done in the presence of a representative of Tacoma Water. Contact the Watershed Supervisor or Environmental Technician to schedule cleaning and to have the work witnessed and documented.

Decontamination requires the following items:

- 1. Pressure washer/steam cleaner capable of producing 2000 psi and water temperature of 140 degrees Fahrenheit with working gauges to indicate pressure and temperature. If steam cleaner has capability to entrain bleach into the spray, then Item 2 can be eliminated.
- 2. Pressurized tank sprayer or spray bottle suitable for bleach application.
- 3. Chlorine bleach, normal household strength.
- 4. Biodegradable soap (for equipment or material that would be damaged by bleach).
- 5. Personal protective equipment to prevent injury or exposure for worker performing the cleaning.

Procedures for Decontamination of Equipment and Materials

1. Overview of Procedures

The decontamination requirement covers all aquatic vessels, machinery, equipment, and materials that have been previously used outside the Green River Watershed and will be exposed to the waters of the river, its tributaries or the reservoir. The decontamination has three steps:

- a. Visual inspection and physical removal and disposal of plant fragments, soils and mussel shells.
- b. Pressure wash at 140 degrees F with chlorine bleach entrained in the spray to remove all oil, grease, dirt and debris.

c. Final inspection by Tacoma Water representative.

2. Detailed Procedures for Inspection by Tacoma Water Personnel

Examine all parts of equipment and vessels looking for dirt, plant fragments, mollusk shells or foreign matter. Pay special attention to the following areas:

- a. Storage wells, bait tanks, and under floorboards of boats.
- b. Motor, propeller and motor well.
- c. Trailer hitch and bumper area.
- d. Trailer frame inside and out including pads for boat bottom.
- e. Vehicle and trailer axles and fender wells.
- f. Gears, tracks, shovels, and axles on mechanized equipment and areas behind cover plates.

3. Directions for Pressure Washing Surfaces and Flushing Internal Cooling Surfaces on Equipment and Engines

- a. Pressure washer will have working temperature and pressure gauges.
- b. Direct the pressure washer stream at all surfaces with special attention to the areas listed in Section 2. Surfaces should have a minimum of 30 seconds contact time with water heated to 140 degrees F at 2000 psi. The nozzle type, spray distance and application rate shall be adjusted to thoroughly remove all foreign substances without damaging the equipment being cleaned.
- c. Boat motors, pumps and other equipment with internal wetted surfaces will be flushed with a minimum three volumes of 140-degree F water with bleach added at the required ratio.
- d. For materials that could be damaged by bleach or pressure washing, an alternative of storing the equipment dry in a facility for 10 days may be acceptable based on the inspection. Such equipment will still be inspected and required to be cleaned before storage with biodegradable soap and brushes.

4. Directions for Cleaning Outboard Engines and Machinery with Internal Surfaces that Contact Water Upstream of Tacoma Water's Intake

Experience has shown that both plants and mollusks inhabit the wetted surfaces that are exposed to contact with other waters. The following is a list of parts that need to be disassembled in order to be inspected, cleaned, and decontaminated:

- a. Drive shaft housing cover
- b. Drive shaft housing and wetted cavity

- c. Clamp bracket assembly
- d. Swivel bracket assembly
- e. Propeller shaft and seals.

In addition to the cleaning and inspection, the water-cooled surfaces will be flushed with three cycles of 140-degree water bleach solution.

5. Chlorine Washing for Equipment that Cannot be Pressure Washed

- a. Pressure-sensitive materials can be decontaminated with a chlorine solution applied with a pressurized tank sprayer or spray bottle. Concentrate spray especially toward tight spaces and crannies where plant pieces or shells might collect. <u>Allow bleach solution to remain on the equipment for a</u> minimum of 10 minutes or until it has dried. Do not rinse.
- **b.** For equipment that can be damaged by bleach, scrubbing with biodegradable soap is the acceptable alternative. This is acceptable for personal equipment like rubber boots, wet suits, and waders without felt soles. **Felt soles must be soaked in a bleach water solution!**
- c. Chlorine solution is not stable and must be made up daily. It readily decomposes to salt and water when exposed to sunlight. An effective chlorine solution must contain 200 mg/l free available chlorine. The concentration can be obtained by diluting fresh household bleach according to the following table:

Household Bleach	Water
1 tablespoon	1 gallon
1 cup	16 gallons
3 ½ cups	50 gallons

d. Personal safety precautions shall be taken at all times when handling and applying chlorine solution.

6. Discharge and Neutralization of Bleach

The contractor will be responsible to find a site outside the watershed suitable for cleaning and the application of the bleach solution. The residual solution will be allowed to puddle allowing time for the photo-decomposition process. Spent chlorine solution in dip tanks or wastewater holding tanks shall not be discharged on site until solution is neutralized. Information on using sodium ascorbate to neutralize chlorine is available.

7. Final Inspection and Approval

Final inspection and approval of vessels, machinery, and equipment must be conducted by Tacoma Water personnel and documented in an equipment decontamination log.

Addendum Cleaning of Equipment for Terrestrial Invasive Species

It is understood that heavy equipment, trucks and work vehicles are the primary vector for the introduction of invasive species in the Green River Watershed. The following are guidelines for contractors entering the Green River Watershed for work on Tacoma Water property.

Soils, plant material and seed on tires, tracks and digging implements are the main source for introducing invasive species and noxious weeds.

Inspection by Tacoma Water personnel will identify all deficiencies in the cleanliness of the equipment. They will look for all soils and plant material stuck in tracks as well as hydraulic fittings and hoses in poor condition.

As stated in Appendix D, it is the contractor's responsibility to find a site outside the Watershed for steam cleaning the equipment.

- The steam cleaner must have functioning gauges to show pressure of 2000 psi. Cleaning will remove all foreign material from the equipment.
- Tracked equipment will rotate track so all surfaces can be cleaned and inspected.
- Bucket, claws and shovels will be opened and closed so all surfaces can be cleaned and inspected.
- Trailers hauling equipment will have clean decks and ramps prior to loading equipment.

The final step in decontamination is the wash of all surfaces with the bleach water solution referenced earlier in Appendix D. Bleach either entrained in the spray of the pressure washer or in a pressurized pump tank is acceptable.

APPENDIX E

SAMPLE COLLECTION PROCEDURE DURING HERBICIDE SPRAYING

SAMPLE COLLECTING PROCEDURE DURING HERBICIDE SPRAYING

SAMPLE SIZE = 1 Liter

Short term spray projects using a single sample point below the treatment area. One sample container for each chemical being tested is required.

Sample No.	Sample Time			
1.	Control sample (before spraying)			
2.	After unit completed			
3.	After rain event			

ALL SAMPLES SHALL BE TAGGED TO PROVIDE THE FOLLOWING INFORMATION

- 1. Container No.
- 2. Sample collection point (location name of river or stream, section, township, and range)
- 3. Date and time of sample collection
- 4. Name of sample collector
- 5. Herbicide being sprayed

APPENDIX F

GREEN RIVER WATERSHED GATE POLICY AND KEY PERMIT

City of Tacoma Green River Watershed Gate Policy and Key Permit

(Adopted by Water Superintendent on 06/30/2014)

1. PURPOSE

The purpose of this Policy is to assist in providing security for persons and City property through the control of City gates in the Green River Watershed and issuance of gate keys.

2. POLICY

In effort to improve physical security for the City of Tacoma Green River Watershed facilities, a Gate and Key Permit Policy (Policy) has been established to control gate access and issuing and managing watershed gate keys. These practices have been adopted to heighten awareness in areas of the watershed that need limited access due to concerns for security or high valued items. Acceptance of keys from the City obligates the person to follow this Policy.

3. SCOPE

This Policy will cover the procedures for requesting, returning, and reporting of lost or stolen keys belonging to the City as well as the responsibilities of all key holders.

4. GENERAL RESPONSIBILITIES

- 4.1 A key shall only be issued to individuals who have a legitimate and official requirement for a key. A requirement for access alone, when access can be accomplished by other means such as request for entry accompanied by a City employee, shall not be considered an entitlement to a key.
- 4.2 All keys are issued by City of Tacoma, Department of Public Utilities, Water Division (doing business as "Tacoma Water") and shall remain the property of Tacoma Water.
- 4.3 Any exemptions, changes or special provisions to this Policy shall be made only with the approval of the Tacoma Water Superintendent, Deputy Superintendent, or Green River Watershed Manager.

5. KEY REQUESTS AND ISSUANCE

- 5.1 All requests for keys must be submitted to Tacoma Water on a KEY REQUEST FORM ("KR Form").
- 5.2 The KR Form must be filled out in its entirety and then signed by the appropriate authorizing individual(s). Individuals eligible to hold a key cannot authorize their own keys.
- 5.3 Only the key holder can pick up their key and must show a picture ID when picking up their key.
- 5.4 At least semi-annually Tacoma Water shall conduct an audit of keys issued.

5.5 Tacoma Water Green River Watershed Manager shall be responsible for the issuance of keys.

6. KEY HOLDER RESPONSIBILITIES

- 6.1 All exterior access gates must remain closed and locked at all times.
- 6.2 All interior gates must be left as found.
- 6.3 Keys must not be used for any purpose other than official business.
- 6.4 Keys must not be duplicated.
- 6.5 Keys must not be loaned out or transferred to another person.
- 6.6 The City of Tacoma retains the right to revoke keys at any time, for any reason.
- 6.7 Possession of a key does not mean unrestricted access; the key holder must have a valid and current permit and be conducting official business.
- 6.8 Do not hide keys; keys found hidden will be revoked and the key holder will be subject to the lost key rule.
- 6.9 Lost keys must be reported to the Tacoma Water Green River Headwork's office within 48 hours.

7. LOST, STOLEN AND BROKEN KEYS

The holder of a City key assumes responsibility for the safekeeping of the key and its use. It is understood that the key shall not be loaned, issued to, or made available by any other means to unauthorized persons.

- 7.1 Lost or stolen keys shall be reported immediately to the Tacoma Water Green River Watershed Manager at phone 253-502-8808.
- 7.2 If a key is broken or otherwise damaged, the pieces must be returned to Tacoma Water. If a key is broken off in a lock, it must be reported immediately to the Tacoma Water Green River Watershed Manager at phone 253-502-8808.
- 7.3 The penalty (e.g. cost of re-coring the lock) for a lost or stolen key is one thousand dollars (\$1,000.00). The penalty may be deducted from the contractor's retention or paid directly to the City of Tacoma.

8. RETURN OF KEYS

All key holders shall promptly return all keys when their official business has concluded or Tacoma Water has asked for return of the keys. A receipt will be issued for the keys returned. Failure to return a key when asked will be considered a lost or stolen, and the key holder will be responsible for pay the penalty under section 7.3 of the Policy.

KEY REQUEST FORM (KR form) CITY OF TACOMA GREEN RIVER WATERSHED

Name _							
Company							
Address							
Office Phone							
Cell Phone							
Driver's License							
Permit Number							
In return for the un River Watershed key to others; 2) the key for authour or stolen keys; 6 lost, stolen or no	use of this ke I Gate Policy not to make orized purpos) to produce t surrendere	y and Key Permit a or attempt to cop ses only; 4) to saf or surrender the ed when requested	lave read an and furtherm y, alter, dup eguard the k key upon red d, I will be re	nd understand (nore I agree, 1) licate or reprod (ey; 5) to immed quest. I also agree to pay T	ECEIPT OF KEY City of Tacoma Green not to give or loan the uce the key; 3) to use diately report any lost gree that if the key is acoma Water one ore that is affected.		
Signed _				Date _			
	OFFICIAL DO NOT WRITE BELOW						
Date Issued							
Issued By							
Key #		Date returned _		Received By			
Key #		Date returned _		Received By			
Key #		Date returned _		Received By			
Key# Not I	Returned Re	eason:Lost _	Stolen	Broken	Other		
Explain the circu	mstances fo	r key not returned	l:				