

City of Tacoma, WA

TACOMA WATER REQUEST FOR BIDS 8 MILE THINNING - SURPLUS TIMBER SALE SPECIFICATION NO. TW22-0193N



1.1



#### City of Tacoma Tacoma Water

## REQUEST FOR BIDS TW22-0193N 8 Mile Thinning – Surplus Timber Sale

## Submittal Deadline: 11:00 a.m., Pacific Time, Friday, June 3, 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 <u>www.TacomaPurchasing.org</u>.

- 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: No pre proposal meeting will be held.

**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</u> webpage.

**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 <u>ghimes@cityoftacoma.org</u>, or by calling her collect at 253-591-5785.

## 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 <u>Cfowler@cityoftacoma.org</u>

**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	
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)	
Hold Harmless (Reference Documents)	
Performance and Payment Bonds	
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)	
Contractor shall submit a certificate of insurance as required by the City of Tacoma	

# **Bid Submittal Forms**

Signature Page 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. TW22-0193N 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	Signature of Person Authorized to Enter Date into Contracts for Bidder/Proposer
Address	Printed Name and Title
City, State, Zip	(Area Code) Telephone Number / Fax Number
E-Mail Address	State Business License Number in WA, also known as UBI (Unified Business Identifier) Number
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941	State Contractor's License Number (See Ch. 18.27, R.C.W.)
ddendum acknowledgement #1	#2 #3 #4 #5

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

# **BID PROPOSAL PAGE – PAGE 1**

# BIDDER\_\_\_\_\_

## 8 Mile Thinning - Surplus Timber Sale,

#### TW22-0193N

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 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 🗌
Have you defaulted on a loan or logging contract in the past five years?
Yes 🗌 No 🗌
Have you had any log liens placed upon you in the past five years?
Yes 🗌 No 🗌
Have you experienced any foreclosures in the past five years?
Yes 🗌 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

A. List any L&I violations you or your subcontractors have had within the past 24 months including date, type of violation, citation number and penalty. Information provided may be verified with the Department of Labor and Industries.

B. List any Forest Practices violations you or your subcontractors have had within the last 24 months including date, type of violation, citation number and penalty. Information provided may be verified with the Department of Natural Resources.

C. Logging Associations. List organizations your company maintains membership with, accreditations and/or certifications.

I certify that information contained in the Bidder Information pages are true and correct. I also understand that all information is subject to public disclosure as defined by RCW 42.17.250 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 qualifications are true and correct. I also understand that all information is subject to public disclosure as defined by RCW .17. 0 to .17. 0 Public Records..."

Signature of Authori ed 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<u>+</u> 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:

<u>Sheet No.</u> <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 <u>CFowler@cityoftacoma.org</u>. 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 500feet 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 equipped 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 30percent 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 pre-approved 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 of logs does not have a load ticket as required by 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:	N/A
Question Deadline:	05/27/2022
City response to Questions on or about:	06/01/2022
Submittal Due Date:	06/03/2022
Anticipated Award Date:	06/17/2022

## 4. INQUIRIES

 Questions and requests for clarification of the specifications may be submitted in writing by 3:00 p.m., Pacific Time, Friday, May 27, 2022, to Carly Fowler, Purchasing Division, via email to <u>CFowler@cityoftacoma.org</u>. Subject line of email should read:

TW22-0193N – 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 <u>www.TacomaPurchasing.org</u> on or about Wednesday June 1, 2022.
- 5. No Pre-Bid Meeting will be held.

#### 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 I

#### 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. PERFORMANCE AND PAYMENT BONDS

**12.1** 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.
- **12.2** 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)
- **12.3** The City's bond forms must be used. (See Sample Documents).
- **12.4** Both bonds must be executed by a surety company licensed to do business in the state of Washington.
- **12.5** Any costs associated with acquiring bonds will not be reimbursed or paid as a separate line item.
- **12.6** 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.

## 13. 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.

## 14. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City of Tacoma's Sustainable Procurement Policy, 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

# **15. EQUITY IN CONTRACTING**

The City of Tacoma is committed to encouraging firms certified through the Washington State Office of Minority and Women's Business Enterprise to participate in City contracting opportunities. See the TMC 1.07 Equity in Contracting Policy at the City's 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)(i).

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**

Sample Contract Performance Bond Payment Bond City of Tacoma Insurance Requirements Hold Harmless

# 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:
By:	By:

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

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



## PAYMENT 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 TACOMA, in the penal sum of,

, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

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

Ву:	
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 TACOMA, in the penal sum of

, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

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 performance bond shall become null and void, if and when the principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, 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 increase.

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of in in connection with this bond shall be in Pierce County, Washington.

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.

One original bond shall be executed, and 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	
Ву:	
Surety:	
Ву:	
Agent's Name:	
Agent's Address:	

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. <u>Contract or Permit number and the City Department must be shown on the Certificate of Insurance</u>.
- 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 <u>www.ambest.com</u>.
- 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.

- 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.

#### 4.2 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

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.



#### **CITY OF TACOMA**

#### SURPLUS PROPERTY DISPOSAL/BID NO.: FROM (DEPT): TO (PURCHASER/RECIPIENT):

Indemnification--Hold Harmless

Purchaser/Recipient acknowledges that pursuant to the terms of this agreement, Purchaser/Recipient assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, 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 Purchaser/Recipient's or subcontractor's employees) or damage to property involving Purchaser/Recipient, or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the receipt of the surplus property that is the subject of this agreement except for injuries or damages caused by the sole negligence of the City. In this regard, Purchaser/Recipient recognizes that Purchaser/Recipient 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 thereunder in favor of the City of Tacoma.

ITEM:		\$
PURCHASER/RECIPIENT:		
ADDRESS:		
CITY & STATE:	ZIP CODE	
PHONE:		
NAME:	DATE:	
SIGNATURE		

All items are sold/donated/salvaged AS-IS and WHERE-IS, with all faults. Freight costs and arrangements are the responsibility of the Purchaser/Recipient. The City of Tacoma makes no warranty, express or implied, with respect to the condition of the goods. The City of Tacoma specifically DISCLAIMS ANY AND ALL UCC WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

# 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
- Appendi I Insurance Requirements

# Appendix A

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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
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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			22	29	0.38	8.2
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
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RC	Totals		5	2.3	2,727	2,666	71	1	21	41	37	6	2	72	20	29	136	1.59	19.6
RA	PU	UT	23	8,5	602	550	15	56	44				78		22	27	32	0.32	17.1
RA	3H	3M	36	8.4	932	854	23		100				10		100	39	140	0.82	6.1
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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	1
SDF	Totals	5	82	1.7	41,559	40,849	1,095	1	19	28	51	1	2	4	93	36	233	1.36	17.
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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	15
WH	Totals		8	7.3	4,146	3,844	103	3	39	27	31	6	4	13	78	6	21	0.96	18
RC	D6	3M	92	2.4	2,526	2,464	66	1	15	44	40			78	22	33	181	1.85	1
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	1
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	ONWD	576			0	0	1				
BL MA		748			1 47	1	2		1 207	200	
ΤΟΤΑ	<b>M</b>	173.			147	192	236		1,201	300	133
00	1		EFF		BASAL A			#	OF PLOTS		INF. POP.
SD: DOUG	1 FIR	VA. 70	R.% S.E.% .3 9.4		LOW	AVG 183 -	HIGH 201		5	10	15
HEML		135			27	33	38				
REDC		216			22	31	38				
RALE		210			13	18	23				
		524			1	2	3				
COTTO	01.111										
COTTO BL M/		748				1	2				

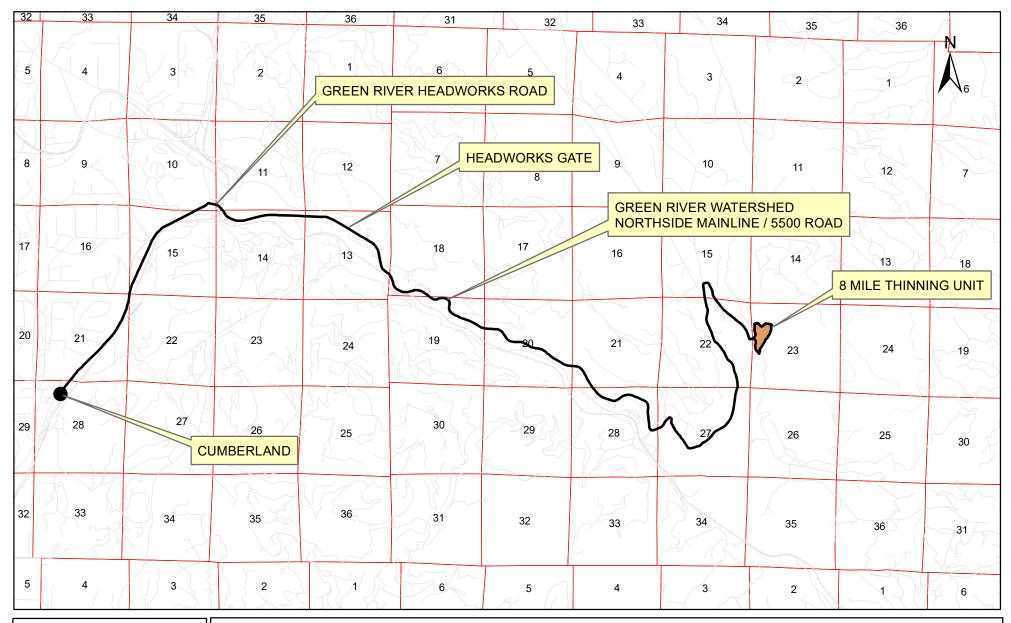
16 1

TC TSTATS				STATIS JECT	TICS TACH2O			PAGE DATE	2 11/11/2020
TWP RGE	SECT TI	RACT	TYP	E A	CRES	PLOTS	TREES	CuFt	BdFt
21N 06E	01 81	MILE THIN	0001		26.80	56	274	S	W
n Marine Indan	COEFF		NET	BF/ACRE			# OF PLO	TS REQ.	INF. POP.
SD: 1	VAR.	S.E.%	LOW	AVG	HIGH	1	5	10	15
	COEFF	· · · · · · · · · · · · · · · · · · ·	NET	BF/ACRE	Real and the second second	#	OF PLOTS	REO.	INF. POP.
SD: 1	VAR%	S.E.%	LOW	AVG	HIGH		5	10	15
DOUGFIR	69.6	9.3	37,048	40,849	44,650		Contract of the statements		
HEMLOCK	136.4	18.2	3,144	3,844	4,545				
RED CEDA	228.2	30.5	1,853	2,666	3,479				
R ALDER	224.6	30.0	1,647	2,353	3,059				
COTTONWD	524.4	70.1	94	315	536				
BL MAPLE	748.3	100.0	0	91	181				
TOTAL	44.6	6.0	47,133	50,118	53,103		79	20	9
	COEFF		NET	CUFT FT/	ACRE	#	OF PLOTS	REQ.	INF. POP.
SD: 1	VAR.%	S.E.%	LOW	AVG	HIGH		5	10	15
DOUGFIR	69.6	9.3	7,709	8,500	9,290				
HEMLOCK	131.1	17.5	810	982	1,154				
RED CEDA	223.6	29.9	632	902	1,171				
R ALDER	222.6	29.8	420	598	776				
COTTONWD	526.0	70.3	20	68	116				
BL MAPLE	748.3	100.0		28	56				
TOTAL	39.2	5.2	10,497	11,078	11,658		62	15	7

1: 1

Appendix B - Maps

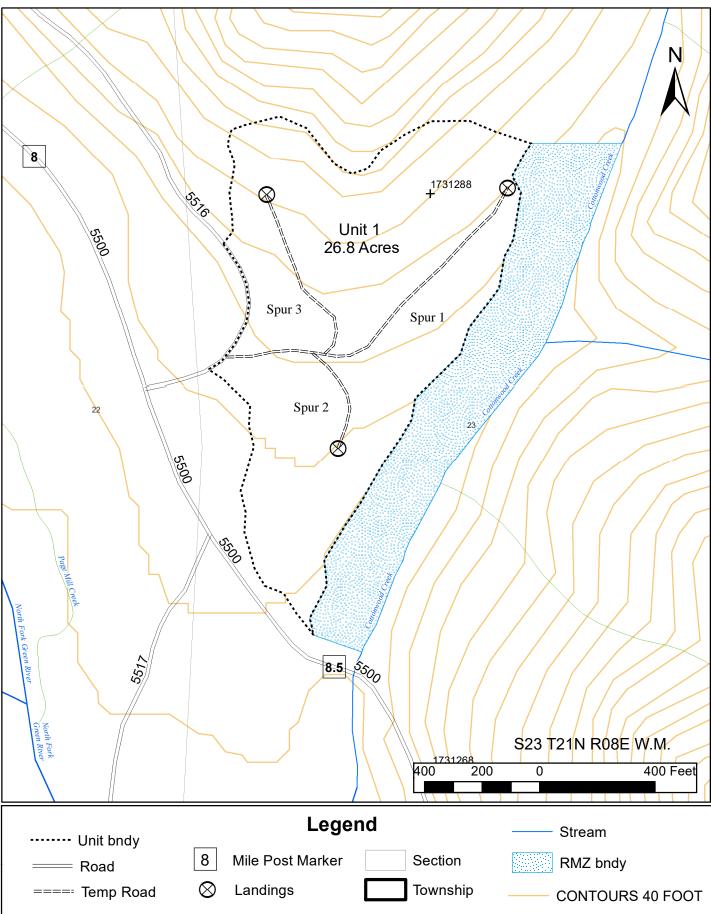
# GREEN RIVER WATERSHED 8 MILE THINNING - DRIVING MAP





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 8.1 miles and turn left on the 5516 Road. Follow the 5516 Road for appro imately 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**<sup>2</sup>

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.

Leave all western red cedar, except in s id trails.

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>	Туре
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).

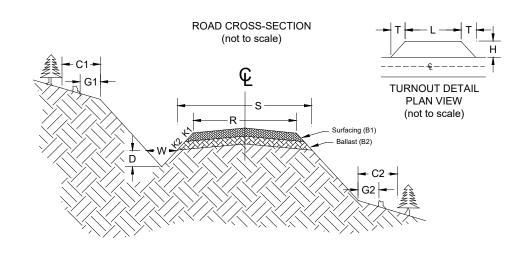
### ROAD DECOMMISSIONING

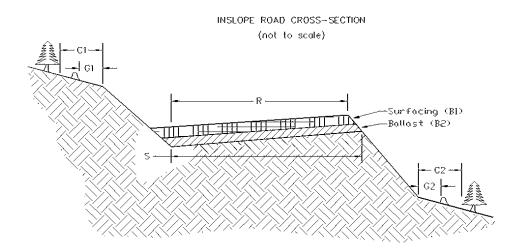
Bidder shall decommission all optional construction roads that were constructed within 30 days following completion of timber haul.

### **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	ch	Crown	Grub Lim	0		nring nits	Cut Slope	Fill Slope
Number	Station	Station	Class	Width	Width	Width	Depth	in. @ CL	(fee	et)	(fe	et)	Ratio	Ratio
				(feet)	(feet)	(feet)	(feet)							
				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
			К2	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	
					Liį	ght Loose Rip	rap	

BALLAST TOTAL: 565 Cubic Yards

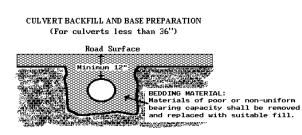
# CULVERT LIST

Road		Cu	lvert		Length (ft)			Riprap (C.Y		Backfill	Placement	Const.	
Number	Location	Dia.	Туре	Culvert	Downspt	Flume	Inlet	Outlet	Туре	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



#### Key:

- QS Quarry Spalls
- SR Shot Rock
- NT Native (bank run)
- SL Select Fill
- HL Heavy Loose Riprap
- LL Light Loose Riprap
- Flume 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**

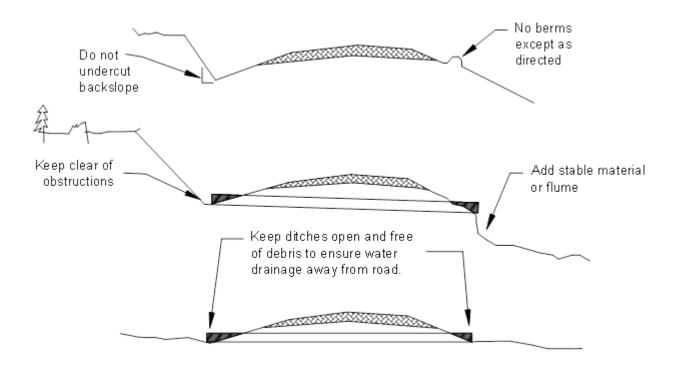
 Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

#### Termination of Use or End of Season

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

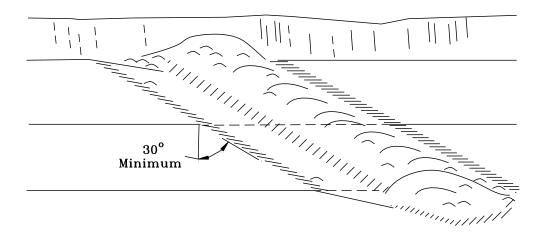
#### Debris

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

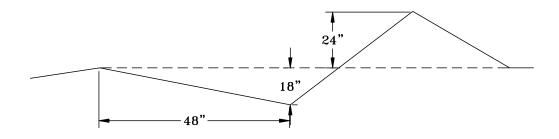


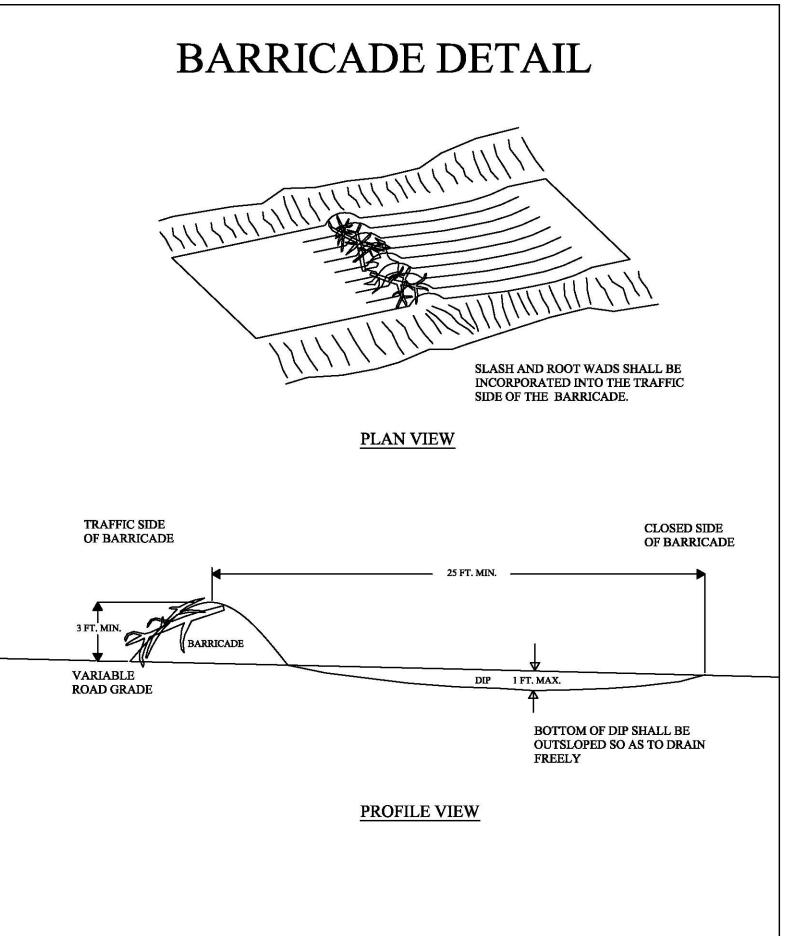
# Non-Drivable Water Bar Detail

Cross Ditch



Cross Section at Centerline





Appendix E



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:	659 N ⊠ Eligible □ Non-eligible

# Forest Practices Application/Notification Notice of Decision

# **Decision**

□ Notification Accepted	Operations shall not begin before the effective date.						
⊠ Approved	This Forest Practices Application is s	subject to the conditions listed below.					
□ Disapproved	This Forest Practices Application is o	lisapproved for the reasons listed below.					
Withdrawn	Applicant has withdrawn the Forest F	Practices Application/Notification (FPA/N).					
□ Closed	All forest practices obligations are me	et.					
FPA/N Classification		Number of Years Granted on Multi-Year Request					
$\Box$ Class II $\boxtimes$ Class III	$\Box$ Class IVG $\Box$ Class IVS	$\Box$ 4 years $\Box$ 5 years					

# Conditions on Approval/Reasons for Disapproval

Issued By: <u>Eric C</u>	Dien	Region: South Puget Sound		
Title: <u>Resource F</u>	Protection Forester	Date: <u>12/10/2020</u>		
Copies to:	⊠ Landowner, Timber Owner and Operator			
Issued in person:	🗆 Landowner 🗆 Timber Owner 🗆 Operator	Ву:		

#### 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/Notification" form. This form is available at region offices and on the Forest Practices website: <u>https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and</u>. 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 <u>12/10/2020</u>, I placed in the United States mail at <u>Olympia</u>, WA, postage paid, a true and accurate copy of this document. Notice of Decision FPA #<u>2421994.</u>

#### **Meredith Dessens**

(Printed Name)

(Sianature)



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.

#### 1. Landowner, Timber Owner and Operator

Legal Name of LANDOWNER	Legal Name of TIMBER OWNER	Legal Name of OPERATOR
	Same as Landowner	Same as Landowner
Mailing Address:	Mailing Address:	Mailing Address:
City, State, Zip:	City, State, Zip:	City, State, Zip:
Phone:	Phone:	Phone:
Email:	Email:	Email:

#### 2. Contact Person

Contact Person:	Phone:
	Email:

#### 3. Are you converting any portion of the land to non-forestry use within 3 years of harvest?

No Yes If yes, include your SEPA checklist and SEPA determination (if applicable) and county clearing and grading permit (if applicable).

#### 4. If you are harvesting timber, enter the Forest Tax Number of the Timber Owner:

Contact the Department of Revenue at 1-800-548-8829 for tax reporting information or to obtain a number.

a. Are you eligible for EARR Tax Credit?

#### 5. Are you a small forest landowner 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.
- □ I received technical assistance from a DNR small forest landowner Stewardship and Technical Assistance Forester in preparing this FPA/N.
- ☐ I have participated in a Washington State University Extension Service and/or DNR-sponsored Forest Stewardship Coached Planning course.
- ☐ I have attended a Washington State University Extension Service and/or DNR-sponsored Family Forest Owner Field Day.
- 6. Are you substituting prescriptions from an approved state or federal conservation agreement or Watershed Analysis?

#### 7. What is the legal description of your forest practices?

Section	Township	Range	E/W	Tax Parcel Number	County

8. Have you reviewed this forest practices activity area to determine whether it may involve historic sites and/or Native American cultural resources? Read the instructions before answering this question.

No Yes If you made any contacts, please provide information in Question 28.

#### 9. Do you have a DNR approved Road Maintenance and Abandonment Plan (RMAP)?

□ No Is a Small Forest Landowner RMAP Checklist required (see instructions)? □No □Yes

Yes Enter your RMAP number: \_\_\_\_\_

Is this FPA/N for work that is included in this approved RMAP? No

#### 10. Are there potentially unstable slopes or landforms in or around the area of your forest practices activity?

No ☐Yes If yes, attach Appendix D. Slope Stability Informational Form and map of areas reviewed for and locations of unstable slopes and landforms found. If applicable, attach a geotechnical letter, memo, or report, Watershed Analysis prescriptions, and/or a SEPA Environmental Checklist.

<sup>□</sup>No □Yes Write 'HCP' or 'Using Prescriptions' in tables that apply. Attach or reference prescriptions and/or crosswalks for approved state or federal conservation agreements or Watershed Analysis on file at the Region office.

#### 11. Is this Forest Practices 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.

You are required to verify all waters within 200 feet of your proposed forest practices activities prior to submitting a Forest Practices Application / Notification. Use the Water Type Classification Worksheet and/or a Water Type Modification form to explain how you verified water types. See Water Typing Requirements in the instructions.

# \*\*\*\*\* If not working in or over typed Waters, skip to Question 16 \*\*\*\*\*

Prior to answering Questions 1 -1 in this section please refer to the Forest Practices Application Instructions and Forest Practices Board Manual Section 5.

#### 12. Are you proposing 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)?

# 13. Have you consulted with DNR and/or WDFW about the proposed hydraulic project(s) in or over Type S or F Water? No 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 ( <i>if applicable</i> )	HPA Expiration Date ( <i>if applicable</i> )	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 (%) ( <i>F</i> 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).

\*\*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.

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 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	

17. If depositing spoils and/or expanding or developing a rock pit for forestry use, complete the table below. Show locations and identifiers on the 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 ( <i>mbf</i> )	Biomass Volume to be Harvested (tonnage)	Volume to be Harvested (%)	Steepest Slope in Harvest Unit (%)

#### 20. Reforestation. Check all that apply:

Planting.	Tree	Species:	

- Natural. 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 you own MORE than 80 acres of forest land in Washington? If yes, skip to Question 25</u> \* \*

# 21. Are you using the exempt 20-acre parcel riparian management zone (RMZ) rule (WAC 222-30-023) on Type S, F, or Np Waters?

No Skip to Question 25.

Yes Continue to Question 22. See instructions for qualifications and information.

#### 22. Choose 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.
  - 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 toda	y'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? (Y or N)

#### 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)

#### 27. 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:
  - o 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:
  - o 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.
  - 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.

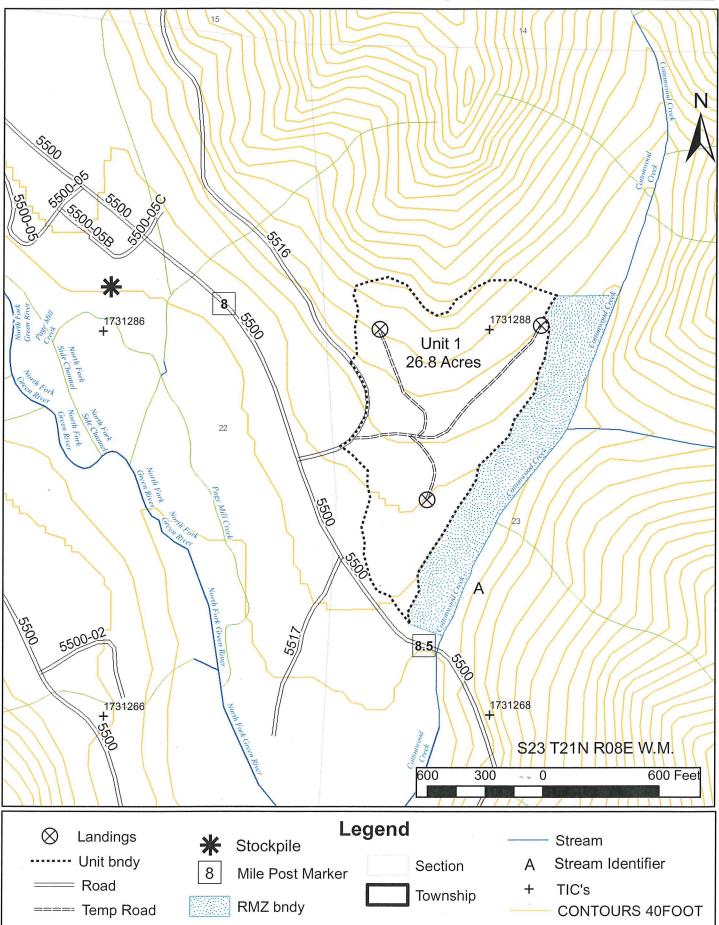
The landowner understands that by signing and submitting this FPA, he/she is authorizing the Department of Natural Resources to enter the property in order to review the proposal, inspect harvest operations, and monitor compliance for up to three years after its expiration date. RCW 76.09.150

Signature of Legal LANDOWNER	Signature of Legal TIMBER OWNER*	Signature of Legal OPERATOR
Brian Ballard	(If different than landowner)	(If different than landowner)
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 Des	scription: Sec 23 T21NR08E W.M.
Watershed Administrative Unit: NF Green		_ Forest Management Zone: <u>Conservation</u>	
Aquatic Resources		rvation Me	asures:
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	::
	Salayona Hanyaating	2 01E	20.045(1)(4) 8(5)

	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	3-01I	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 Conservation Measures:

Grizz Grizz Grizz Grizz Grizz	zly Bear Den Site Protection zly Bear Sightings zly Bear & Roads zly Bear Visual Screening zly Bears & Trash zly Bears & Firearms	3-04A 3-04B 3-04C 3-04D 3-04E 3-04F	16-080 (1) (c)    
Gray	Wolf Den Site Protection	3-04G	16-090 (1) (b)
Pacit	fic Fisher Den Site Protection	3-04H	
Calif	ornia Wolverine Den Site Protection	3-041	
Cana	ada Lynx Den Site & Denning Habitat Protection	3-04J	
Pere	grine Falcon Seasonal Protection of Nest Sites	3-04K	16-090 (1) (f)
Pere	grine Falcon Long Term Protection of Nest Sites	3-04L	
Bald	Eagle Seasonal Protection of Nests & Communal Winter Night Roosts	3-04M	16-080 (1) (a)
Bald	Eagle Long Term Protection of Nests & Communal Winter Night Roosts	3-04N	
Nortl	hern 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)
Nortl	hern Spotted Owl Year Round Protection of Nests	3-04P	

Applicable	HCM Title	HCM No.	WAC 222-
	Northern Goshawk Seasonal Protection	3-04Q	
	of Nests 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 CHECKLIST APPLIES TO (Check one)

The forest roads on my forest land that I will use for this FPA/N. Minimum Required

I assessed all the forest roads on my forest land. Assessing all your forest roads is optional. If you choose this, you will not be required to submit additional checklists with future FPA/N's. If you check this box, include a DNR Activity Map(s) that shows all your forest roads. Maps are available at DNR region offices and on the DNR website at: <a href="http://www.dnr.wa.gov/BusinessPermits/Topics/ForestPracticesApplications/Pages/fp\_fpars.aspx">http://www.dnr.wa.gov/BusinessPermits/Topics/ForestPracticesApplications/Pages/fp\_fpars.aspx</a>. You need to know the legal description (section, township, and range) of your roads in order to request a map.

#### FOREST ROAD ASSESSMENT

Please complete this section after you have assessed your forest roads.

I need help with this section. (If you check this box, you may leave the rest of the boxes in this section blank. DNR will contact you)

The following boxes describe common sediment and road 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)
   Dirt from the uphill side of the road keeps falling into the

ditch-line before regularly scheduled maintenance.

- □ Water flows under, over, or around the culvert.
  - g with dirt. Dirt from the cut-slope keeps falling downhill into or near a stream, pond, or wetland.
- The culvert keeps filling with dirt.
- □ The road has large cracks or ruts.
- □ There are indications of past surface erosion

☐ The road crosses typed water (a culvert, bridge, or ford exists).
☐ I have assessed my forest roads and they do not have any of the above issues.

### 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

X 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

X My road(s) are maintained to Forest Practices standards.

#### LANDOWNER INFORMATION

Landowner Signature(s):

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

Complete thi	s section only if you are	<u>not</u> submitting an FPA/N	
Mailing Address:		-49 9	
City:	State:		
E-Mail Address (optional):		Phone Number:	
Printed Name of Contact Person (If di	fferent from landowner):		
E-Mail Address (optional):		Phone Number:	
09-26-2014	Checklist RMAP		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.

#### Answer every question.

1. X No Yes For this FPA/N, has a protocol survey(s) been completed that includes:

- Harvest units (and within 300 ft on your ownership), or
- Salvage units (and within 300 ft on your ownership), or
- Any area of proposed road construction (and within 300 ft on your ownership)?
- If 'Yes', fill out the table and check the appropriate findings 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	Occupancy	Occupancy	Occupancy
		Presence		Presence	Presence
		No Detections	No Detections	No Detections	No Detections
		Occupancy	Occupancy	Occupancy	Occupancy
		Presence	Presence	Presence	Presence
		☐ No Detections	No Detections	No Detections	No Detections
		Occupancy	Occupancy	Occupancy	Occupancy
		Presence	Presence	Presence	Presence
		No Detections	No Detections	No Detections	☐ No Detections

### Explanation:

2. 🔀 No 🗌 Yes 🗌 Unknown	Will you harvest, salvage, or construct roads within 0.25 miles of an occupied site?
3. 🗙 No 🗌 Yes 🗌 Unknown	Will you fly helicopter(s) over or within 0.25 miles of an occupied site?
4. 🗙 No 🗌 Yes	Will you harvest live trees in a buffer of an occupied site?
	If Yes, describe the leave trees and buffer widths you will leave. NOTE: If you leave less than required in WAC 222-16-080(1) (h) (v) this is a Class IV-Special and an Environmental Checklist is required
Description of managed bufferer	

Description of managed buffers:

- 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 b	below for those areas.
--------------------------------	------------------------

Name or # (as shown on map) of delineated stands of contiguous habitat	Delineated stand acres	Nesting platforms per acre	Number of trees 32 inches dbh or greater with platforms	Platform Assessment Method Field Sampling Method, Sample Plot Method, 100% Cruise Method, Inventory Model Method, or Other

6. X No Yes

es 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 T Within 300 feet of the Unit

Description:

Harvest Unit #(s)\_\_\_\_\_Within the Unit D Within 300 feet of the Unit

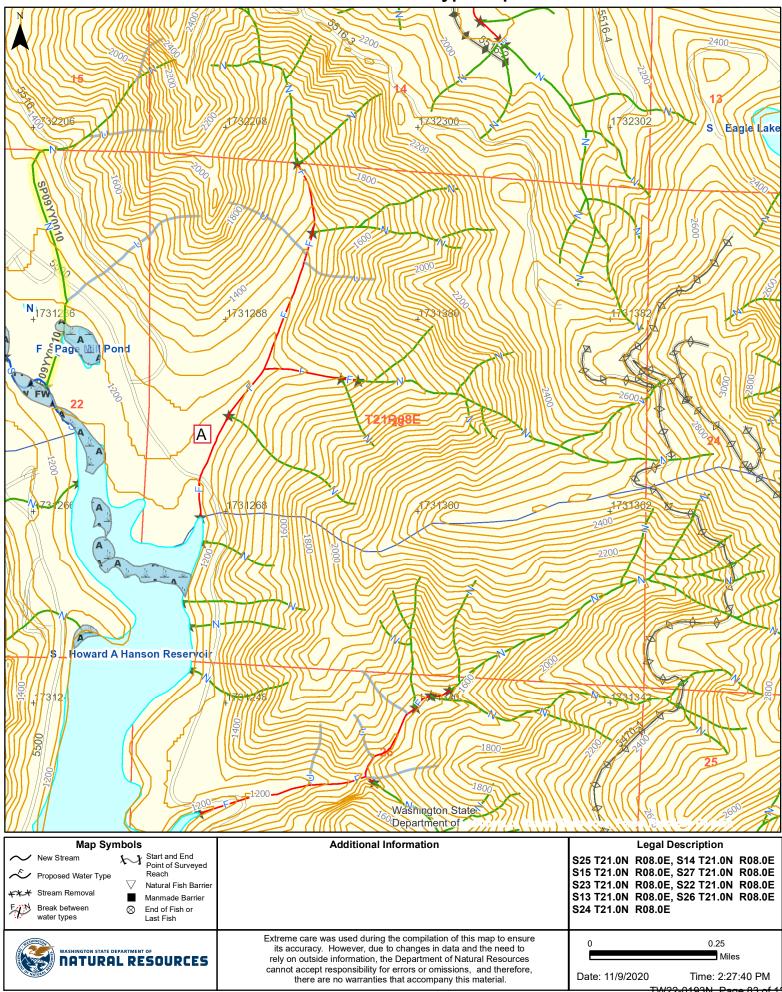
Description:

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 <u>Western</u> 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 N ? [See WAC 222-16-031(3)(b)(ii)]	Ianual 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.	<ul> <li>Yes. Meets waiver criteria.</li> <li>Continue to 6.</li> </ul>
2.	Were fish observed or are fish know	vn to use the stream any time of the y	year?
	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	vater) upstream of the assessed segr	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. Are there segments within or upstream of the assessed portion of the stream where the avoid width is two feet or greater? AND, is the average stream gradient less than or equal to 16			-
	<ul><li>Yes. Type F water. Stop.</li><li>No. Continue.</li></ul>	<ul><li>Yes. Type F water. Stop.</li><li>No. Continue.</li></ul>	<ul><li>Yes. Type F water. Stop.</li><li>No. Continue.</li></ul>
5.		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 w	vater at all times during a normal rain	fall year?
	<ul><li>Yes. Type Np water. Go to 9.</li><li>No. Continue.</li></ul>	<ul><li>Yes. Type Np water. Go to 9.</li><li>No. Continue.</li></ul>	<ul><li>Yes. Type Np water. Go to 9.</li><li>No. Continue.</li></ul>
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.	Describe how you determined the u show the point on a map (Use a sep		clude a description of its location and
	Stream/Segment ID:	Stream/Segment ID:	Stream/Segment ID:

## **Forest Practices Water Type Map**

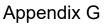




## Forest Practices Application/Notification NOTICE OF TRANSFER

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:	
	construction	harvest Aerial spra harvest Aerial spra ing Address:	
Phone:			
Email:			
New Operator Signature:		Date:	
No Yes Is your entire proposed h more parcel(s)?	ndowner per RCW 76.09.	g your FPA to a new landow 450 <i>(if yes, continue to que</i> ontiguous ownership consis	stion below)
Legal Name of New Landowner: (Print)	Mail	ing Address:	
Phone:			
Email:			
New Landowner Signature:		Date:	
New Landowner orgnature.			
New Timber Owner – Complete this section			
Legal Name of Timber Owner: (Print)	Mail	ing Address:	
Phone:			
Email			
Email: Forest Tax Reporting Account Number: (Contact Dept. of Revenue at: 1-800-548-8829)			
New Timber Owner Signature:		Date:	
Received by:		Date:	
-	ractices Staff Signature)	Date	,,
		11/01/2017	





## Disposition Certification for Export Restricted Timber

Contracting/Selling Agency:	Sale Name
Agency Contract Number:	DNR Region
County(s):	Forest Practices Application Number:
Assigned Log Brand Description:	Registered Log Brand Number

The purchaser states the following is a true and complete statement of the disposition of the timber harvested under this contract. Making false statements is punishable by a gross misdemeanor per RCW 9A.72.040.

Company Name	Location	Species	Volume (MBF)	Volume (Tons)
		TOTALS		

Company Name

Representative's Name

Representative's Signature

REV 62 0084 (3/6/12)

Distribution: White - Department of Revenue Canary

le Canary - For your records

UBI Number

Representative's Title

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.

For tax assistance or to request this document in an alternate format, please call 1-800-548-8829. Teletype (TTY) users may use the Washington Relay Service by calling 711.

# 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 – August 13, 2008

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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."

## **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.

- b. 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.

# 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

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 AllG 4 - 1037

Mayor Er.1

Attest: eve M

## APPENDIX B ROAD USE PERMIT FORM FOR THE GREEN RIVER WATERSHED



Permit No.\_\_\_\_\_

#### **ROAD USE PERMIT FORM FOR THE GREEN RIVER WATERSHED**

Permit Issue Date:		Permit Expiration	Permit Expiration Date:		
Printed Name:		Office Phone	Office Phone No. :		
Address:					
Employer:					
Vehicle Plate No.:			Color:	Year:	
Purpose of Access:	Job Location:				

The Green River Watershed serves as the municipal fresh water supply for the City of Tacoma and many communities in Pierce and King Counties. Road use and area access are limited and controlled to protect public health. Access is *only* for the purpose stated above and limited to the segments of roadway owned or controlled by the City of Tacoma. Additional road use permits may be required. **Special requirements are detailed on the reverse side of this permit.** 

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.

Violations of the City's Watershed regulations as stated in the "Requirements for the Protection of Water Supply in the Green River Watershed" or any of the terms, conditions or requirements of this permit (as listed on the reverse side of this form) shall be cause for revocation of this permit and initiation of access termination procedures. Permittee(s) shall be subject to arrest and prosecution and/or impoundment of the above-listed vehicle.

#### 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: \_\_\_\_\_

# APPENDIX C TRESPASS/INCIDENT REPORT FORM

-000316			COMA GREEN RIV TRESPASS REP	ER	CASE NUMBER	
NAME: LAST	FIRST		INITIAL	VEHICLE LICENSE N	IO.	
ADDRESS				VEH. YR.	MAKE	MODEL
CITY STATE ZIP	CODE	EMPLOYER		COLOR	STATE	EXPIRES
SEX IRACE IDATE OF BIRTH	HEIGHT	WEIGHT	EYES IHAIR	OWNER IF OTHER	THAN DRIVER	
DRIVER'S LICENSE NO.	STATE	EXPIRES	RESIDENCE PHONE NO.	ADDRESS		
DATE: IMO. IDAY	YR.	TIME:		CITY	STATE	ZIP CODE

REPORT FILED BY:

NO

RANGE

DATE: IMO.

SHERIFF CALLED

LOCATION: SECTION

IDAY

YES

TOWNSHIP

PROPERTY OWNER

NAME OF OFFICER

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

- 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> <u>minimum of 10 minutes or until it has dried</u>. 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. <u>Felt soles must be soaked in a bleach water solution!</u>
- 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 <sup>1</sup> / <sub>4</sub> 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.

<u>Sample No.</u>	<u>Sample Time</u>	
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	

**KEY ISSUE AGREEMENT – SIGNED BY KEY HOLDER UPON RECEIPT OF KEY** In return for the use of this key, I agree that I have read and understand City of Tacoma Green River Watershed Gate Policy and Key Permit and furthermore I agree, 1) not to give or loan the key to others; 2) not to make or attempt to copy, alter, duplicate or reproduce the key; 3) to use the key for authorized purposes only; 4) to safeguard the key; 5) to immediately report any lost or stolen keys; 6) to produce or surrender the key upon request. I also agree that if the key is lost, stolen or not surrendered when requested, I will be required to pay Tacoma Water one thousand dollars (\$1,000.00), which reflects the cost of replace the lock core 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 Returned F	Reason:LostStolen	Broken	Other		
Explain the circumstances for key not returned:					

#### CITY OF TACOMA GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS PROPERTY

#### **Bid Submittal Information**

Sealed bids must be delivered to the Purchasing Division on or before the time designated on the form. Any bid received after the established opening time will not be considered, and will be returned to the bidder unopened.

Each bid must be accompanied by a certified or cashier's check as a bid and performance guarantee in an amount not less than five percent (5%) of the amount of the bid or proposal, made payable to "Treasurer, City of Tacoma." Cash will not be accepted. Bids/proposals must be valid for a minimum of 30 days after the opening date. Deposit amounts will be returned to unsuccessful bidders after award to the successful bidder. The deposit of successful bidder shall be applied to the purchase price. If the successful bidder fails to consummate the purchase, such deposit shall be forfeited as liquidated damages to the City of Tacoma.

Bidders may inspect the items offered for sale at the location indicated on the attached form.

The City reserves the right to reject any or all bids received, to award any or all of the various items to separate bidders, to waive any informalities in the bids, and to award as best serves the interest of the City.

#### **Disclaimer of Warranty**

All items are sold AS-IS and WHERE-IS, with all faults. The Seller makes no warranty, express or implied with respect to the condition of the goods. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL UCC WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Quantities/Payment

Unless otherwise indicated, quantities and/or weights are estimates only. Buyer shall not be entitled to any price adjustment in the event of variance in the estimated quantity. The total sale amount will be based on the unit prices quoted and the actual total quantity, or actual weight at the time materials are picked up, as determined at City scales, or if noted in the surplus specification, other certified scale (the acceptance of which will be determined by the City).

Unless otherwise indicated, the successful bidder must make payment in full for all items awarded within one week from date of notification of award. Deposit payment for metals or other items that must be weighed shall be based on the estimated quantities as shown in the Surplus Property Sale form. Final payment to be made based on actual weights picked up as determined at City scales, or other certified scale, if so noted. All payments are to be by certified or cashier's check, made payable to **"Treasurer, City of Tacoma."** 

Unless otherwise indicated, any material, equipment or other items must be removed by the successful bidder within one week from date of notification of award. Additional quantities may be added through the City's normal course of operations between the time of the bid opening and the time the surplus material is picked up. However, all material in any designated bin or location must be removed during pick-up by the successful bidder.

The successful bidder will be required to pay Washington state sales tax, unless he/she is a qualified dealer, in which case he/she must furnish his/her resale number, as indicated on the Surplus Property Sale form.

#### Hazardous/Toxic Substances

The Buyer shall abide by all local, state and federal laws and regulations pertaining to the use, transport, handling, reclamation, and disposal of hazardous or toxic substances, including but not limited to the following: The Toxic Substance Control Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; and Hazardous Waste Management Act; the Occupational Safety and Health Act; and the Washington Industrial Safety and Health Act.

#### Indemnification - Hold Harmless

Purchaser acknowledges that pursuant to the terms of this agreement, Purchaser is totally responsible for the safety of all persons and property in the performance of this contract. Purchaser assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, 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 Purchaser's or subcontractor's employees) or damage to property involving Purchaser, or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the contract except for injuries or damages caused by the sole negligence of the City. In this regard, Purchaser recognizes that Purchaser 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.

Tacoma

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

## CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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. <u>Contract or Permit number and the City Department must be shown on the Certificate of Insurance</u>.
- 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 <u>www.ambest.com</u>.
- 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.

- 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

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.