SPECIFICATION

NO. PG15-0267F

COWLITZ PROJECT

PETERMAN HILL
DAYLIGHTING & COMMERCIAL THINNING PROJECT
CITY OF TACOMA

SPECIFICATIONS

FOR

NO. PG15-0267F

TACOMA POWER

COWLITZ PROJECT

PETERMAN HILL DAYLIGHTING & COMMERCIAL THINNING PROJECT

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA POWER

William A. Gaines, Director of Utilities/CEO          Chris Robinson, Power Superintendent/COO

Date:  Tuesday, June 16, 2015

Each bid to be enclosed in a sealed envelope bearing the superscription

“Tacoma Power – Cowlitz Project - Peterman Hill Daylighting & Commercial Thinning Project"
This Specification contains the following:

1. Request for Bids
2. Bidder's Checklist
3. Letters and Calls
4. SPECIAL NOTICE TO BIDDERS
5. Signature Page
6. State Responsibility and Reciprocal Bid Form
7. Proposal Sheets
8. Contractor's Record of Prior Contracts
9. List of Equipment
10. Bid Bond
11. SBE Special Reminder
12. SBE Goal Utilization Form
13. Prime Contractor's Pre-Work Form (SBE)
15. Insurance Certificate Requirements
17. Performance Bond
18. Contract
19. Contractor Performance Review
20. General Release
23. Technical Provisions – Scope of Work
24. Appendices
   A. Log Description
   B. Contract Area Map
   C. Contract Haul Route
25. Prevailing Wages
REQUEST FOR BIDS
PG15-0267F
Peterman Hill Daylighting & Commercial Thinning Project

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, June 16, 2015

Submittal Delivery: Sealed submittals will be received and time stamped at this location only:

City of Tacoma Procurement and Payables Division
Tacoma Public Utilities - Administration Building North, Main Floor
3628 South 35th Street, Tacoma, WA 98409

Submittal Opening: Sealed submittals in response to a RFB will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building. Submittals in response to an RFP or RFQ are recorded as received but are not typically opened and read aloud. After 1:00 p.m. the day of bid opening, the names of vendors submitting proposals are posted to the website for public viewing.

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held on Monday, June 8, 2015 at 10:00 a.m., at the Washington Department of Fish & Wildlife Office, 350 State Route 7, Morton, WA 98356.

Project Scope: Daylight road corridor of Peterman Hill unit main road for consistency with Forest Practices Rules and commercial thinning for forest health and wildlife habitat.

Estimate: $500,000 - $600,000

Additional Information: Requests for information regarding the specifications may be obtained by contacting Eric Russell, by email to erussell@cityoftacoma.org and Joe Parris, by email to jparris@cityoftacoma.org.

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

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

The bidder’s attention is especially called to the following forms which must be submitted with your bid:

(a) Signature page.
   To be completed and signed by the bidder.

(b) Schedule of bid price.
   The unit/lump sum prices bid must be shown in the space provided.

(c) Proposal data sheets (required when included in the proposal).

(d) Contractor’s Record of Prior Contracts (required/not required).

(e) List of Equipment (required/not required).

(f) State Responsibility and Reciprocal Bid Preference Form (required/not required).

(g) Bid bond or certified check (for construction contracts only).
   Each bid must be accompanied by a certified or cashier's check for 5-percent of the total amount bid, or an approved bid bond by a surety company authorized to do business in the State of Washington. See General Provisions 1.04.

(h) Subcontractor List (applicable only for construction contracts of $1,000,000 and over).

(i) **CONSTRUCTION CONTRACTS:** Bid proposals for contractor labor must include fully completed "SBE Utilization Form" and "Prime Contractors Pre-Work Form".

   **NON-CONSTRUCTION CONTRACTS:** Bid proposals for material and services must include fully completed "Personnel Inventory Form".

(j) “Submittals Required with Bid” as are listed in the Special Provisions Section – Submittals and Shop Drawings (for construction contracts) or Submittals Section (for supply contracts).

The following forms are to be executed after the contract is awarded:

(a) Contract
   This agreement is to be executed by the successful bidder.

(b) Performance Bond (required/not required).
   To be executed by the successful bidder and his surety company, and countersigned by a local resident agent of said surety company.

(c) Contractor’s Work Hazard Analysis Report (for construction contracts only)

(d) General Release to the City of Tacoma (for construction contracts only).
   To be executed by the successful bidder upon completion of work and prior to the receipt of the final payment.
LETTERS AND CALLS

All letters and calls requesting information prior to the bid opening are subject to the limitations in Paragraph 1.02 of the General Provisions.

Address all letters to the Department of Public Utilities, P. O. Box 11007, Tacoma, Washington 98411.

For letters and calls regarding General Provisions, direct attention to Joe Parris, Senior Buyer, 253-502-8103.

For calls (only) regarding Special or Technical Provisions, direct attention to: Eric Russell, 253-502-8137.

For letters (only) regarding Special or Technical Provisions, direct attention to: Keith Underwood, Assistant Generation Manager.

For letters and calls regarding the SBE Program, direct attention to the SBE Program Coordinator at 253-591-5224 for calls, and to SBE/Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

For letters and calls regarding the LEAP Program, direct attention to the LEAP Coordinator at 253-594-7933 for calls, and to LEAP/Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

All letters shall indicate the title and specification number (prior to award) or title and contract number (following award).
CITY OF TACOMA
Finance/Purchasing Division

SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
   a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
   b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
   c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage); and
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident contractor’s bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.
The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

   a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

   b. Have a current Washington Unified Business Identifier (UBI) number;

   c. If applicable, have:

      a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;

      b. A Washington Employment Security Department number, as required in Title 50 RCW;

      c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

      d. An electrical contractor license, if required by Chapter 19.28 RCW;

      e. An elevator contractor license, if required by Chapter 70.87 RCW.

1. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage);

2. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA
In addition to the State and City bidder responsibility criteria above, the bidder must also comply with the following supplemental criteria contained in Section 01010 Summary of Work and Section 01300 – Submittals and Shop Drawings of the special provisions:

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City’s supplemental criteria by submitting a written request to the Purchasing Division no later than 5:00 p.m. Pacific Time, Wednesday, June 3, 2015. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

**MAIL**

City of Tacoma Purchasing Division  
PO Box 11007  
Tacoma, WA 98411-0007

Fax: 253-502-8372  
E-mail: bids@cityoftacoma.org

**DELIVERY**

City of Tacoma Purchasing Division  
Tacoma Public Utilities  
Administration Building North – Main Floor  
3628 South 35th Street  
Tacoma, WA 98409-3115

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City’s Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to $200,000 and by Contracts and Awards Board for contracts greater than $200,000.
SIGNATURE PAGE

CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - TACOMA POWER

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. 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.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration North Building, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. See the Request for Bids page near the beginning of the specification for additional details.

REQUEST FOR BIDS SPECIFICATION NO. PG15-0267F

PETERMAN HILL DAYLIGHTING & COMMERCIAL THINNING PROJECT

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 into Contracts for Bidder/Proposer

______________________________

Date

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

______________________________


______________________________

State Contractor’s License Number (if applicable)
(See Ch. 18.27, R.C.W.)

______________________________

Addendum acknowledgement:  #1_____  #2_____  #3_____  #4_____  

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL
Name of Bidder

State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor (must be in effect at the time of bid submittal):

Number: __________________________
Effective Date: ____________________
Expiration Date: _________________

Current Washington Unified Business Identifier (UBI) number:

Number: __________________________

Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington?:

☐ Yes  ☐ No  ☐ Not Applicable

Washington Employment Security Department number:

Number: __________________________

☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: __________________________

☐ Not Applicable

Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3)?

☐ Yes  ☐ No  If yes, provide an explanation of your disqualification on a separate page.

Do you have a physical office located in the State of Washington?

☐ Yes  ☐ No

If incorporated, in what state were you incorporated?

State: ____________________________

☐ Not Incorporated

If not incorporated, in what state was your business entity formed?

State: ____________________________
| ITEM 1 | Timber Harvest On Board Truck Price (pulp wood) | 2,058 | TON | $__________ | $__________ |
| ITEM 2 | Timber Harvest On Board Truck Price (dimensional lumber) | 696,000 | 1,000 BF | $__________ | $__________ |
| ITEM 3 | Contractor Hauling Bid Factor | 1 | EA | $__________ | $__________ |
| ITEM 4 | *Force Account | $ 50,000 | |

*Bidders shall include the $50,000 figure as part of their overall bid.

**TOTAL ITEMS 1 – 4 (excluding sales tax)**

$__________

Payment for hauling per each ton delivered will be calculated using the following formula (Base Rate + Mileage Rate) x (Contractor’s Hauling Bid Factor), whereas the Base Rate = $2.35 and the Mileage Rate = $0.11 x paved miles. The Contractor shall provide the Hauling Bid Factor as a bid component. The Contract haul route is identified in Exhibit C and includes 11.5 paved miles. However, the mileage could change if a different mill is utilized. Should Tacoma direct delivery to a different mill, the mileage will be paid accordingly based on the Contractor’s Hauling Bid Factor.

**Bid Factor Determination**

The contractor’s bids for on board truck prices (per ton and per 1,000 board feet) and the contractor’s hauling bid factor will be used to estimate the total cost to complete the contract based on the following assumptions:

- the thinning will yield 2,058 tons of pulp wood;
- the thinning will yield 696,000 board feet of dimensional lumber;
- the thinning will yield 241 loads (83 pulp wood loads at 25 tons per load and 174 dimensional lumber loads at 4,000 board feet [25 tons] per load); and
- Each load will be delivered to mills along a route consisting of 11.5 paved miles.

**NOTE TO BIDDERS**

A pre-bid meeting will be held at the project site on **Monday, June 8, 2015, at 10:00 a.m.**, at the Washington Department of Fish & Wildlife Office, 350 State Route 7, Morton WA 98356. Please confirm your attendance with Mr. Eric Russell, at 253-502-8137.

If you are unable to attend this meeting, please call the SBE (Small Business Enterprise) Office at 253-591-5224 and/or the LEAP (Local Employment and Apprenticeship Program), at 253-591-5826, for instructions in filling out the SBE/LEAP forms (if applicable) or for questions concerning these requirements.
# CONTRACTOR’S RECORD OF PRIOR CONTRACTS

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LIST OF EQUIPMENT

Following is a list to be filled in by the bidder, showing equipment definitely available for use on the proposed work as required. (Give quantity, description, size or capacity, condition and present location of each item of equipment.)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Herewith find deposit in the form of a cashier’s check in the amount of $__________________ which amount is not less than 5-percent of the total bid.

SIGN HERE__________________________________

---

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, ______________________________________________________________, as Principal, and ________________________________________________________________________, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of ________________________________ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _______________ DAY OF __________________, 20______.

PRINCIPAL:  SURETY:

______________________________________________  _________________________________________________

______________________________________________  _________________________________________________

______________________________________________  _________________________________________________

______________________________________________  _________________________________________________

______________________________________________  _________________________________________________

______________________________________________  _________________________________________________

______________________________________________  _________________________________________________

Received return of deposit in the sum of $ _______________________________________________
SBE SPECIAL REMINDER
TO ALL BIDDERS

Equal Opportunity and Small Business Enterprise forms must be fully and accurately completed and returned with the submittal by the deadline posted in the specification documents. Failure to do so may result in the proposal being considered non-responsive. These forms are necessary to determine if the bidder complies with Chapter 1.07 of the City of Tacoma Municipal Code and state law.

The following steps shall be used to determine the level of SBE Usage:

a. The low bidder who meets the City’s participation goal for SBEs, shall be presumed to have met the requirement.
b. Otherwise, the bidder who has the lowest evaluated bid based on the formula set forth below:

\[
\text{(Base Bid)} - \left[ \frac{\text{SBE Usage Percentage}}{\text{SBE Goal Percentage}} \times (.05 \times \text{Low Base Bid}) \right] = \text{Evaluated Bid}
\]

shall be presumed to have met the requirement and may be recommended for award.

NOTE: The ratio of SBE usage to the SBE goal in this formula above shall not exceed 1.

For the purposes of determining the Evaluated Bid, all alternates, additives, and deductives selected by the City will be added to your base bid as indicated in the proposal.

Contractors are also subject to the City’s ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the SBE Office at 253-591-5224 or 253-573-2435 for assistance. The list of SBE subcontractors is available at [http://www.cityoftacoma.org/Page.aspx?nid=136](http://www.cityoftacoma.org/Page.aspx?nid=136).
SMALL BUSINESS ENTERPRISE REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation forms contained in the bid submittal package:

City of Tacoma – Prime Contractor's Pre-Work Form

IMPORTANT NOTE:

It is the bidder's responsibility to insure that the SBE subcontractor(s) listed on the SBE Utilization Form are currently certified by the City of Tacoma at the time of bid opening. This may be verified by contacting the SBE Program Office at (253) 591-5224 between 8 AM and 5 PM, Monday through Friday. This form must have clear expression of SBE participation your company will use on this project. Ordinance 27867, passed by the City Council on December 15, 2009, establishes the overall SBE goal of 22%, except where modified through appropriate procedures. Please refer to the City of Tacoma SBE Provisions included elsewhere in these Special Provisions.

SBE GOAL: This project involves mainly one category of work: Logging. With little opportunity for any additional subcontracting, a Single Trade designation with a Zero (0) Goal recommended.

For any questions or concerns, please call the SBE Program Coordinator at (253) 591-5224

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE SBE UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 27867.

CCD/SBE/Single Trade: PG15-0267F – Peterman Hill Road Daylighting and Commercial Thinning
Date of Record: 4/30/14
**PRIME CONTRACTOR'S PRE-WORK FORM**

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<th>Company Name</th>
<th>Telephone</th>
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<th>TOTAL MINORITY EMPLOYEES</th>
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<th>AMERICAN INDIAN</th>
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| Apprentices            |     |     |     |     |     |     |     |     |     |     |
| Trainees               |     |     |     |     |     |     |     |     |     |     |

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**CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT**

| Superintendent       |     |     |     |     |     |     |     |     |     |     |
| Foreman              |     |     |     |     |     |     |     |     |     |     |
| Operators            |     |     |     |     |     |     |     |     |     |     |
| Laborers             |     |     |     |     |     |     |     |     |     |     |

| Apprentice           |     |     |     |     |     |     |     |     |     |     |
| Trainee              |     |     |     |     |     |     |     |     |     |     |

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Type or Print Name of Responsible Officer / Title | Signature of Responsible Officer | Date

CCD/SBE/FORMS revised June 2013
INSTRUCTIONS FOR COMPLETING
PRIME CONTRACTOR’S PRE-WORK FORM

This form only applies to employees who will be working on this specific project.

1. "Heading" the company name and address should reflect the subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.

2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.

3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."

4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.

5. "Total Minorities" should include all employees listed under the "Black," "Asian," "American Indian," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.

6. "Totals" this line should reflect the total of all lines in each of the above columns.

7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.

8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.

9. If you need assistance or have questions regarding the completion of this form, please call the SBE Office at 253-591-5224 or 253-573-2435
Chapter 1.07
SMALL BUSINESS ENTERPRISE

Sections:
1.07.010 Policy and purpose.
1.07.020 Definitions.
1.07.030 Discrimination prohibited.
1.07.040 Program administration.
1.07.050 Certification.
1.07.060 Program requirements.
1.07.070 Evaluation of submittals.
1.07.080 Contract compliance.
1.07.090 Program monitoring.
1.07.100 Enforcement.
1.07.110 Remedies.
1.07.120 Unlawful acts.
1.07.130 Severability.
1.07.140 Sunset and review of program.

1.07.010 Policy and purpose.
It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works there has been historical underutilization of small businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of reasonably achievable goals to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.
(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.
Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

A. “Affidavit of Small Business Enterprise Certification” means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.

B. “Base Bid” means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.

C. “Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

D. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

E. “City” means all Departments, Divisions and agencies of the City of Tacoma.

F. “Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the
community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

G. “Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

H. “Evaluated Bid” means a Bid that factors each Respondent’s Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent’s percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.

I. “Goals” means the annual level of participation by SBEs in City Contracts as established in this chapter, the SBE Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

J. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Coordinator.

K. “SBE Program Coordinator” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the SBE Regulations.

L. “SBE Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

M. “Lowest and Best Responsible Bidder” means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.

N. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

O. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

P. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

Q. “Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

R. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

S. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

T. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

U. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

V. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.
1.07.030 Discrimination prohibited.
A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.
B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

1.07.040 Program administration.
A. The Community and Economic Development Director, or his or her designated SBE Program Coordinator, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.
B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the SBE Regulations to properly implement and administer the provisions of this chapter. The SBE Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the SBE goals set forth herein. The SBE Regulations shall become effective following public notice and an opportunity to comment by the public.
C. The SBE Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The SBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

1.07.050 Certification.
A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:
   1. Each person with an ownership interest in the company has a personal net worth of less than $1,320,000 excluding one personal residence and the net worth of the business;
   2. The company’s total gross receipts for any consecutive three year period within the last six years is not more than $36,500,000 for public works companies and not more than $15,000,000 for non-public works and improvements companies;
   3. The owner(s) of the company executes an Affidavit of Small Business Enterprise Certification and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and
   4. The company can demonstrate that it also meets at least one of the following additional requirements:
      a. The company’s business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or
      b. The company’s business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or
c. The company’s business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or
d. The company’s business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:

1. A completed Statement of Personal Net Worth form;
2. A completed, signed, and notarized Affidavit of Small Business Enterprise Certification that affirms compliance with the certification and documentation requirements of this section;
3. List of equipment and vehicles used by the SBE;
4. Description of company structure and owners;
5. Such additional information as the SBE Program Coordinator or designee may require.

When another governmental entity has an equivalent SBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:

1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
2. That the company has maintained all applicable and necessary licenses in the intervening period, and
3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

D. Appeals. The applicant may appeal any certification determination by the SBE Program Coordinator under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.


1.07.060 Program requirements.

A. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.

C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of $25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.

D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:
1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of SBEs: An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.

6. Best interests of the City: Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

E. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the SBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such goals would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.


1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contract valued at $25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.

B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor’s attainment of the SBE goal based on the value of the subcontract with that SBE.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a SBE utilization goal has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.

a. If the low bidder meets the SBE goal, the bid shall be presumed the lowest and best responsible bid for contract award.
b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

\[
\text{Evaluated Bid} = \left[ \frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \times (0.05 \times \text{Low Base Bid}) \right] \times \text{Base Bid}
\]

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder’s evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:

1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between $5,000 and $25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under $5,000.


1.07.080 Contract compliance.

A. The contractor awarded a contract based on SBE participation shall, during the term of the contract, comply with the SBE goal established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize SBEs projected to be used must be approved in advance by the SBE Program Coordinator. Substitution of one SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other SBE is available as a substitute and that failure to secure participation by the SBE identified in the solicitation is not the fault of the respondent, substitution with a non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the SBE Program Coordinator determines that the contractor has not reasonably and actively pursued the use of replacement SBE(s), such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of SBEs, and shall include the right of the City to inspect such records.


1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to

(Revised 2/2015) 1-58

City Clerk's Office
eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The SBE Program Coordinator shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document SBE utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the SBE Regulations.


1.07.100 Enforcement.
The Director, or his or her designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the SBE Regulations.


1.07.110 Remedies.
A. Upon receipt of a determination of contractor violation by the SBE Program Coordinator, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:
1. Forfeit the contractor’s bid bond and/or performance bond;
2. Publish notice of the contractor’s noncompliance;
3. Cancel, terminate, or suspend the contractor’s contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City’s intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the SBE Regulations has occurred, the SBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor’s development of a plan for compliance acceptable to the Director.


1.07.120 Unlawful acts.
It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.
If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Sunset and review of program.
This chapter shall be in effect through and until December 31, 2019, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2019, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Division with a Certificate of Insurance with the following liability limits based on the contract amount:

<table>
<thead>
<tr>
<th>CONTRACT AMOUNT</th>
<th>LIABILITY LIMITS</th>
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<tr>
<td>$ 25,000 and Under</td>
<td>$ 500,000 Combined Single Limit</td>
</tr>
<tr>
<td>$500,000 and Under</td>
<td>$1,000,000 Per Occurrence / $2,000,000 Aggregate</td>
</tr>
<tr>
<td>Over $500,000</td>
<td>$5,000,000 Total Coverage</td>
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</table>

A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
   1. Comprehensive General Liability
   2. Automobile Liability - Hired and Non-Owned
   3. Contractual Coverage
   4. Broad Form Property Damage
   5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
   6. Any additional coverage specifically required by the City's specification

B. The following general requirements apply:
   1. Insurance carrier must be authorized to do business in the State of Washington.
   2. Coverage must include personal injury, protective and employer liability.
   3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
   4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
   5. Contractor’s insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.

C. The following statements are required on the Certificate of Insurance:
   1. "The City of Tacoma is named as an additional insured" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
   2. "This insurance is primary and non-contributory over any insurance or self-insurance the City may have" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
   3. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, “endeavor to” mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” is not acceptable and must be crossed out. See example below.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects project ________). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project ________).
The contractor and his/her subcontractors shall thoroughly review the scope of work described in the proposed project drawings and specifications. Following the review, the contractor will be responsible to indicate below any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, etc.

Failure to list and comply with safety requirements will be cause for disqualification from future Utilities contracts. A copy of this report shall be posted at the job site at all times.

If, during the course of construction, other safety requirements are identified, they will be added to this report as an addendum. The contractor will be required to adhere to the recommended actions and/or controls identified in the addendum.

<table>
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<tr>
<th>SAFETY ISSUES/CONCERNS*</th>
<th>HAZARDS</th>
<th>RECOMMENDED ACTION AND/OR CONTROLS</th>
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</table>

*USE A SEPARATE SHEET IF MORE ROOM IS NEEDED

Contractor Name and Title  Date  Job Site Superintendent  Date

Company Officer Signature

JOB HAZARDOUS ANALYSIS.DOC
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, as principal, and a corporation organized and existing under the laws of the State of , as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF TACOMA in the penal sum of $ , for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

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

Dated at Tacoma, Washington, this       day of                , 20       .

Nevertheless, the conditions of the above obligation are such that:

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 certain contract, providing for

<table>
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<th>Specification No.:</th>
<th>Specification Title:</th>
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</table>

Contract No:

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

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract after its acceptance thereof by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to form: Principal:

City Attorney

By: ____________________________

Surety:

By: ____________________________

Agent's Name: _______________________

Agent's Address: _______________________

Form No. SPEC-100A Revised: 09/11/2014
CONTRACT

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the “City”, and

Enter vendor name ___________________________ herein after called the “Contractor.”

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the Parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans, drawings, and the below referenced Specifications of the City of Tacoma included in the solicitation of Bids for this Agreement, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this Agreement and every part thereof.

Specification No. enter spec number

Project: enter spec name

Contract Total: $________, Select applicable tax information

The 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 provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma.

II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the Specifications, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

III. The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.

V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Submittal and in the attached plans, drawings, and Specifications.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of Enter date day of Enter month, 20year.

CITY OF TACOMA: PRINCIPAL: Enter vendor name

By: ___________________________ By: ___________________________
Title of dept or div staff w/authority to sign for this $ amount Signature

By: ___________________________ By: ___________________________
Select one (for contract totals over $50K or NA) Printed Name

By: ___________________________ Title
Director of Finance

APPROVED AS TO FORM:

By: ___________________________ City Attorney

Printed Name

Form No. SPEC-120A Revised: 03/28/2014
# TACOMA POWER, GENERATION SECTION
## CONTRACTOR PERFORMANCE REVIEW

(for internal recommendation purposes)

<table>
<thead>
<tr>
<th>Project:</th>
<th>Spec. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>Contractor: (Use separate sheet for each sub-contractor)</td>
</tr>
<tr>
<td>Engineer:</td>
<td>Inspector:</td>
</tr>
</tbody>
</table>

## EVALUATION

**Rate Each Area:**

- EXCELLENT - 3
- GOOD - 2
- ACCEPTABLE - 1
- INADEQUATE - 0

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<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Safety</td>
<td>7. Quality of Supervisor</td>
</tr>
<tr>
<td>2. Quality of Work</td>
<td>8. Site Management</td>
</tr>
<tr>
<td>4. Communication/Coordination on Site</td>
<td>10. Adequate Personnel</td>
</tr>
<tr>
<td>5. Communication/Coordination with Office</td>
<td>11. Was Project Completed on Time (Y/N)</td>
</tr>
<tr>
<td>6. Supervision on Site</td>
<td>12. Would You Recommend this Contractor Work for Us Again (Y/N)</td>
</tr>
</tbody>
</table>

## Comments (Required if Rated Below Acceptable)

- 
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Input by ____________________ Review No. _____________ Date ____________________
GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor in a certain agreement between (CONTRACTOR) and the City of Tacoma, dated _________ 20__, hereby releases the City of Tacoma, its departmental officers, employees, and agents from any and all claim or claims known or unknown, in any manner whatsoever, arising out of, or in connection with, or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit: the sum of $______________

Signed at Tacoma, Washington this ____________ day of ________________, 20__. 

______________________________
Contractor

By ____________________________________
Title ____________________________________

*NOTE: ORIGINAL RELEASE WILL BE MAILED TO THE CONTRACTOR AT THE END OF THIS PROJECT*
GENERAL PROVISIONS
(Revised September 2014)

SECTION I - BIDDING REQUIREMENTS
SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises by establishing goals for their utilization in the provision of construction services, and related goods and/or services, to the City.

A. Public Work or Improvement Type Projects and Contracts:

Respondents for public work or improvement type projects and contracts in excess of $25,000 have an obligation to comply with the requirements set forth in the City’s SBE Regulations adopted pursuant to Tacoma Municipal Code (TMC) Chapter 1.07. For further information, contact the City SBE Office, 747 Market Street, Room 900, Tacoma, WA 98402. Phone 253-573-2435. Email SBEOffice@cityoftacoma.org

Compliance with State Law RCW 35.22.650 is also required. All respondents for public work or improvement contracts (exceeding $10,000, and $15,000 for construction of water mains) are required to actively solicit minority and women business enterprise subcontractors. With respect to all such contracts, the Contractor agrees that he/she shall actively solicit the employment of minority group members. Contractor further agrees that he/she shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority respondents on the basis of substantially equal proposals. The contractor shall be required to submit evidence of compliance with this section as part of the bid. ALL RESPONDENTS FOR PUBLIC WORK AND IMPROVEMENTS CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING SOLICITATION FORMS CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:

- SBE Utilization Form for contracts of $25,000 or more per TMC Chapter 1.07
- Prime Contractor’s Pre-Work Form for contracts per RCW 35.22.650
B. **Purchase of Goods and/or Services Contracts:**

Respondents for supply type contracts to which SBE Regulations do not apply have an obligation to demonstrate efforts to ensure equitable participation of minority and women's businesses. Such respondents shall not discriminate against any person on the basis of race, color, creed, sex, age or nationality in employment and are subject to the City's ordinances and regulations prohibiting discrimination. See TMC Chapter 1.50.

Service contracts involving a single trade are also subject to TMC Chapter 1.07, and respondents for such service contracts must submit applicable SBE program forms to be considered for contract award.

**ALL RESPONDENTS FOR PURCHASE and/or SERVICES CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING FORM CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:**

- Personnel Inventory Form

Failure to fully complete and submit the required forms with the bid package may result in the bid being declared non-responsive and rejected.

1.04 **RESPONDENT'S BOND OR CERTIFIED CHECK**

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

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

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

1.05 **DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE**

All bid proposals and documents must be returned to the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 36th Street, Tacoma, WA 98409, in a sealed, properly addressed envelope with the name of the Respondent and Specification number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Call for Bids. The City offices are not open for special mail or other delivery on weekends and City holidays.

Telecopy bid proposals will be accepted by the City provided that the original signed bid proposal is sealed and mailed (to the City's Purchasing Office) and postmarked prior to the time designated for the bid opening. Also, telecopy proposals shall not be sent to the City's telecopy machine but must be sent to the Respondent's agent and delivered sealed to the City's Purchasing Office before the time stated in the Call for Bids.

Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a bid proposal has been timely received, the City's Purchasing Office may rely on Universal Coordinated Time from the National Bureau of Standards as reported by radio broadcast station WWV.

1.06 **CONTRACTOR'S STATE REGISTRATION NUMBER**

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

1.07 **BID IS NONCOLLUSIVE**

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

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

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

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

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

1.09 WITHDRAWAL OF BID

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

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

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

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

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

1.13 TAXES

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

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

C. City of Tacoma Business and Occupation Tax

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

1.14 FIRM PRICES/ESCALATION

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

1.15 AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

1.18 PAYMENT TERMS

Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more will be considered in determining the apparent lowest responsible bid. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

1.19 COOPERATIVE PURCHASING

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

1.20 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as “CONFIDENTIAL,” “PROPRIETARY” or “TRADE SECRET.” The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Failure to provide an index identifying the location of the material in the submittal that Respondent considers to be
protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent, Marking the entire submittal as “confidential” or “proprietary” or “trade secret” is not acceptable and is grounds to reject such submittal.

If a public records request is made for disclosure of all or any part of Respondent’s submittal and Respondent has (i) properly marked and (ii) indexed the material it asserts to be exempt from disclosure, the City will determine whether the material is exempt from public disclosure. If, in the City’s opinion, the material is subject to a possible exemption to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent ten (10) business days to take whatever action Respondent deems necessary to protect its interests. The City will reasonably cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, penalties, attorney’s fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR’S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bond

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

(a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.

(b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.

(c) Technical Provisions prevail if they are in conflict with the General Provisions.
In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.
2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.05 INDEMNIFICATION

A. Indemnification

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

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

2.06 ASSIGNMENT AND SUBLETTING OF CONTRACT

A. Assignment

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

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

B. Subletting

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

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

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

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

2.07 DELAY

A. Extension of Time

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

B. Unavoidable Delay

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

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

2.08 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.09 DEDUCTIONS FOR UNCORRECTED WORK

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

2.10 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvent, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

In the event of any such termination, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials,
equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.11 LIENS

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

2.12 LEGAL DISPUTES

A. General

Contractor and Surety agree and stipulate that in the event any litigation should occur concerning or arising out of this Contract, or any bids submitted in response to a Call for Bids under the attached Specification, the sole venue of any such legal action shall be the Pierce County Superior Court of the State of Washington and the interpretation of the terms of the Contract shall be governed by the laws of the State of Washington.

B. Attorney Fees

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

2.13 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

- New Year's Day: January 1
- Martin Luther King's Birthday: 3rd Monday in January
- Washington's Birthday: 3rd Monday in February
- Memorial Day: Last Monday in May
- Independence Day: July 4
- Labor Day: 1st Monday in September
- Veteran's Day: November 11
- Thanksgiving Day: 4th Thursday of November
- Day after Thanksgiving: 4th Friday of November
- Christmas Day: December 25

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

2.14 Shipping Notices and Invoices

Shipping notices shall furnish complete information of item, or items, contents of item if crated or cased, shipping point, carrier and Bill of Lading number, and City of Tacoma Purchase Order Number.

Unless otherwise directed in these specifications, shipping notices shall be mailed to:

Purchasing Division
City of Tacoma
P. O. Box 11007
Tacoma Washington 98411-2597

Invoices shall be sent in duplicate. Each invoice shall show City of Tacoma Purchase Order Number and Release Number if applicable and the Item Number, Quantity, Description, Unit Price and Total Price by line. Each line total shall be summed to give a grand total to which sales tax shall be added if applicable.
Invoices shall be mailed to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

2.15 Approved Equals

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

B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the respondent to be an "equal", the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the respondent's expense.

C. When a brand name, or level of quality is not stated by the respondent, it is understood the offer is exactly as specified. If more than one brand name is specified, respondents must clearly indicate the brand and model/part number being bid.

2.16 Entire Agreement

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

2.17 Code of Ethics

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

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GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS.

3.01 RESPONDENT’S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 CONTRACTOR’S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required herein has been obtained by Subcontractor. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor.
A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers’ Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers’ Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers’ Compensation laws, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers’ Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers’ Compensation laws.

B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, a policy of comprehensive general liability insurance, with an insurance carrier authorized to do business in the State of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this contract: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance or use of any motor vehicle, including hired or non-owned vehicles.

The City of Tacoma shall be designated in said policy as a primary additional named insured and shall be given 30 days written notice of cancellation, nonrenewal, or material change in the coverage provided. Said insurance shall be on a Comprehensive General Liability form with coverages to include Blanket Contractor, Broad Form Property Damage, Personal Injury, Protective Liability and Employers Liability. Limits shall be at $1,000,000 per occurrence, $2,000,000 aggregate and for contracts in excess of $500,000 the minimum coverage limits include Umbrella Excess Liability of $5,000,000. Further that the City's insurance is excess to any other collectible insurance.

The Contractor shall furnish evidence of the amount of any deductible or self-insured retention under the policy. This must also be approved by the City Attorney if the amount of the deductible or self-insured retention exceeds $50,000. The City may require the Contractor to furnish evidence of its ability to pay the amount of any deductible or self-insured retention. If the policy provides for a deductible or self-insured retention, the Contractor shall be solely responsible for paying the amount of the deductible or self-insured retention toward the cost of any claim under the policy.

If the Contractor fails to maintain such insurance, the City of Tacoma, at its discretion, may immediately terminate the contract.

Nothing herein contained shall be in any manner construed as limiting the extent to which the Contractor or Subcontractor may be held liable or responsible for payment of damages resulting from their operations.

C. Builder's Risk

The Contractor shall be expected to protect and insure from loss for any tools and equipment owned or rented by the Contractor, Subcontractor of the employees of the Contractor and Subcontractor.

Until the work is completed and accepted by the City of Tacoma, the construction is at the risk of the Contractor and no partial payment shall constitute acceptance of the work or relieve the Contractor of responsibility to deliver to the City of Tacoma the completed project as required by this Contract.

D. Proof of Carriage of Insurance

The Contractor shall furnish and file with the City a certificate of insurance coverage. An up-to-date certificate of insurance must be on file with the City throughout the contract. The City may, at the time the contract is executed or at any other time, require the Contractor to furnish and file with the City a certified true copy of the insurance policy or policies, together with a letter from the insurance carrier verifying that the premium has been paid for the period indicated. The policy or policies shall be approved as to form and content by the City Attorney.
3.06 **SAFETY**

**A. General**

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

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

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

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

**B. Work Hazard Analysis Report**

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

3.07 **PROTECTION OF WORKERS AND PROPERTY**

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

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

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

3.08 **CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES**

**A. Superintendent to Supervise Contractor's Employees**

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

**B. Character of Contractor's Employees**

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

A. Hours of Labor

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

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

B. Prevailing Wages

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing rate of wage" as determined by the industrial Statistician of the Department of Labor and industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the City, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with the disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer.

In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

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

1. Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;

2. The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;

3. Material, including sales taxes pertaining to materials;

4. Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;

5. Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;

6. The proportionate cost of premiums on bond required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.

7. The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.
When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The Engineer will review and approve the progress payment request on a monthly basis.

3.13  FINAL PAYMENT

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

A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;

B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;

C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;

D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;

E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.

F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

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

3.14  FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15  CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16  LIST OF SUBCONTRACTORS

Bid proposals for construction, alteration or repair of any building or other public works that may exceed $1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid,
the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.080) to determine that respondent's bid is nonresponsive, therefore, the bid will be rejected.
# TEAM SPECIFICATION NO. PG15-0267F

**TACOMA POWER**

**PETERMAN HILL DAYLIGHTING & COMMERCIAL THINNING PROJECT**

## TABLE OF CONTENTS

**DIVISION 1 - SPECIAL PROVISIONS**

**SECTION 01010 - SUMMARY OF WORK**

1.1 PROJECT DESCRIPTION
1.2 PROJECT LOCATION
1.3 SITE SHOWING
1.4 COMMENCEMENT, PROSECUTION AND COMPLETION
1.5 SPECIFICATION FORMAT
1.6 CONTRACT WORK TIMES
1.7 QUALIFICATION OF CONTRACTORS
1.8 SPECIFICATIONS AND APPENDICES
1.9 EVALUATION OF BIDS
1.10 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)
1.11 PREVAILING WAGES
1.12 PERFORMANCE (SURETY) BOND OR RETAINAGE
1.13 WORK BY CITY
1.14 LOG EXPORT REQUIREMENTS

**SECTION 01025 - MEASUREMENT AND PAYMENT**

1.1 ADMINISTRATION
1.2 PROPOSAL ITEMS
1.3 FORCE ACCOUNT WORK
1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK

**SECTION 01040 - PROJECT COORDINATION**

1.1 PROJECT ENGINEER/LEAD
1.2 MEETINGS
1.3 PERMITS
1.4 FIELD ENGINEERING
1.5 DIVISION OF WORK
1.6 ARCHAEOLOGICAL INVESTIGATION
1.7 CONSTRUCTION PROGRESS SCHEDULES
1.8 PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS
1.9 SUPERINTENDENT
1.10 CLEAN UP
SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS
1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID

SECTION 01400 - QUALITY CONTROL
1.1 INSPECTION, TESTING AND CERTIFICATION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
1.1 UTILITIES
1.2 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION

SECTION 01600 - MATERIAL AND EQUIPMENT
1.1 QUALITY OF WORKMANSHIP AND MATERIAL

SECTION 01700 - CONTRACT CLOSEOUT
1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK

TECHNICAL PROVISIONS
PETERMAN HILL UNIT DAYLIGHTING & COMMERCIAL THINNING
1. LOGGING AND DELIVERY
2. CONTRACT AREA
3. PERFORMANCE BY CONTRACTOR
4. LABOR, EQUIPMENT, MATERIALS AND PERMITS
5. CLEANING OF DEBRIS
6. TRESPASS
7. BRANDING AND MARKING
8. SCALING
9. LOGGING OPERATION
10. ROADS
11. FIRE SUPPRESSION, FIRE PRECAUTIONS AND LIABILITY
12. ACCIDENT INSURANCE
1.1 PROJECT DESCRIPTION

This contract will provide “daylight” to specific roadway sections of the Peterman Hill Unit, develop two (2) new sections of roadway within the Unit, and thin a 24-acre stand unevenly to enhance wildlife habitat.

The roadway daylighting is intended to improve road longevity and maintenance and to bring the road into consistency with forest practice standards. Following daylighting, the roadway will be restored to pre-work conditions and any ditches disturbed will be re-established. The roadway crown will also be restored to its pre-construction condition.

In addition to the daylighting, two (2) new roadway sections will be cleared of existing trees and stumps to prepare for development of new road prisms. Following completion of this contract, the newly cleared road sections, as well as the daylighted areas, will be re-rocked and graded as part of roadway improvements completed under a separate contract.

Finally, a 24-acre stand will be thinned unevenly to improve tree growth rates and stimulate understory development to enhance wildlife habitat. The cut trees are to be removed from the stand to create more open conditions that facilitate access and movement of deer and elk and improve light penetration to the understory vegetation. The removed trees from all activities are to be sold for pulp or dimensional lumber production to help offset costs of the daylighting and thinning. The contractor shall supply all materials required to complete the work required by this contract in excess of those materials to be supplied by Tacoma Power as listed in Section 01040 – Project Coordination.

In all cases, the City’s contract is with one (1) general contractor and it is the general contractor’s responsibility to ensure all work required to provide a complete and operational facility is included in their bid. When possible, the City has attempted to reference work which should be coordinated with various trades, but it is the contractor’s responsibility to coordinate and schedule the work of all subcontractors, trades, and suppliers to assure the proper and timely prosecution and completion of all items of work.

Major components of work under this contract include, but are not limited to, the following list:

A. SITE WORK

General work scope includes, but is not limited to, the following:

1. Daylighting and thinning.
2. Logging and delivery.
3. Re-establishment of ditches and roadway surface.

1.2 PROJECT LOCATION

This project is located on the Cowlitz Hydroelectric Project wildlife lands, as shown on Tacoma Power Appendix B – Contract Area Map. The project is located in Lewis County, Washington.
1.3 SITE SHOWING

The bidder will be responsible for examining the site(s) and to have compared the sites with the specifications and contract drawings contained in this specification, and be satisfied as to the facilities and difficulties attending the execution of the proposed contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, special work conditions including work schedules, obstacles and contingencies) before the delivery of their proposal.

No allowance will be subsequently made by the City on behalf of the bidder by reason of any error or neglect on the bidder’s part, for such uncertainties as aforesaid.

A site showing will be conducted on Monday, June 8, 2015, immediately following the pre-bid meeting. Due to the nature of this project, the bidder is responsible for examining the site prior to placing a bid. **Only one (1) site showing will be conducted. It is strongly encouraged that all bidders attend the scheduled site showing.**

If the contractor cannot make the listed showing, they may be able to coordinate a visit to the site on their own, but will need to coordinate with the Tacoma for access. Failure to examine the site may be grounds to reject the bid. Tacoma Power shall make no adjustment to the price or provide any compensation to the contractor for impacts relating to the contractor’s failure to consider the potential impacts of not only the site conditions observed, but changes in the observed conditions that could have been foreseen by the contractor.

By entering into the contract, the bidder represents that they have inspected in detail the project site and has become familiar with all the physical and local conditions affecting the project and/or the project site. Any information provided by the City to the contractor, relating to existing conditions on, under, or to the project and/or site including, but not limited to information pertaining to hazardous material abatement and other conditions affecting the project site, represents only the opinion of the City as to the location, character, or quantity of such conditions and is provided only for the convenience of the contractor. The contractor shall draw their own conclusions from such information and make such tests, reviewed and analyses as the contractor deems necessary to understand such conditions and to prepare their proposal.

The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of such information and there is no guarantee, either expressed or implied, that the conditions indicated or otherwise found by the contractor as a result of any examination or exploration are representative of those existing throughout the work and/or project site.

The contractor shall carefully study and compare the contract documents with each other and shall at once report to the City errors, inconsistencies or omissions discovered. If the contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the contract documents without such notice to the City, the contractor shall assume the risk and responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the contractor with the contract documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.
1.4 COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor will be required to complete the contract documents and to provide a surety bond within ten (10) calendar days after the award of the contract. The contractor shall begin the work to be performed in the contract within ten (10) calendar days after the date of notification to commence work. Notification to commence work may either be by letter or, if no letter is issued, by agreement at the preconstruction conference (or if no letter is issued, by the date the contract is executed by the City).

The contractor shall be required to complete all work within one hundred eighty (180) calendar days after the date of notification to commence work. If the contractor fails to complete all work within one hundred eighty (180) calendar days, the City will assess liquidated damages in accordance with Section 3.14 of the General Provisions.

The amount of liquidated damages set forth in General Provision 3.14 is hereby modified to $500 per day. All other terms in General Provision 3.14 shall remain the same.

The contractor shall begin purchasing material required for all work to be performed in the contract within ten (10) calendar days after the date of notification to commence work. All materials necessary to complete the job shall be staged and inspected by the engineer before any work including demolition will be started.

1.5 SPECIFICATION FORMAT

This specification is written and formatted for use with Public Works specifications and is numbered to be consistent with other specifications, including Construction Specifications Institute (CSI) format, as modified by the City. It is not intended to indicate what work is to be accomplished by various subcontractors on the project. In all cases, the City’s contract is with one (1) general contractor and it is the general contractor’s responsibility to insure all work required to provide a complete and operational facility is included in their bid.

When possible, the City has tried to reference work which should be included with various trades, but it is the contractor’s responsibility to ensure all work is properly coordinated. The numbering system in the Special Provisions Section reflects standard provisions written by the City and assigned constant numbers. Thus, gaps will appear when specific sections are not used.

1.6 CONTRACT WORK TIMES

Contract work times shall be Monday through Sunday, 4:00 a.m. to 8:00 p.m., excluding holidays, described in Section 2.13 of the General Provisions or as otherwise approved by the City.

1.7 QUALIFICATION OF CONTRACTORS

A. QUALIFIED CONTRACTORS

Only contractors with management, employees, and staff experienced in the type of work required by this specification, and with a record of successful completion of projects of similar scope, complexity, and overall cost will be considered. The bidder must complete the Contractor’s Record of Prior Contracts form attached to this specification at the time of submitting their bid. The City will be the sole judge of the bidder’s ability to meet the requirements of this paragraph. Bidders past work will be judged in complexity of job, time of completion, organization, and other factors that may indicate the abilities of the contractor.

Submit to the engineer within ten (10) calendar days following execution of the contact documents, a list of all subcontractors, including each subcontractor’s address, telephone number, and contact person to be used on this project.
After completion of the project, an evaluation prepared on the form titled "Generation Contractor Performance Review" which is attached will be completed for the general and all subcontractors on this project. This form will be used to determine the adequacy of the work performed on this project including supervisor, quality of work, and adequate manpower and equipment, and the ability for the general or subcontractor to perform work for Tacoma Power in the future.

Any exception taken by any contractor to the comments on the form should be directed to the engineer within thirty (30) days of receipt. Failure to adequately respond to a poor evaluation within this time frame will be cause for rejection of future bids. The completed evaluation form will be shared with the contractor and subcontractors, but will be kept confidential by the City.

B. QUALIFIED SUPERINTENDENT

The contractor shall employ a competent superintendent as referenced in Section 01040 – Project Coordination, Paragraph 1.15 – Superintendent.

1.8 SPECIFICATIONS AND APPENDICES

The following documents, attached to these specifications, are made a part of the contract:

Appendix A  Log Description
Appendix B  Contract Area Map
Appendix C  Contract Haul Route

1.9 EVALUATION OF BIDS

The award of this contract will not be based on cost alone as other factors and features are equally important. The contract will be awarded to the lowest responsive and responsible bidder complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept.

The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City reserves the right to issue the contract to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and any other factors considered.

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. The conclusive award decision will be based on the best interests of the City. The engineer’s decision as to which contractor best meets the City’s need will be final.

In addition to General Provisions Section 1.08, the following factors may be used in bid evaluation:

A. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity and overall cost.

B. A minimum of ten (10) documented years’ experience in project supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids. See Section 01300 - Submittals and Shop Drawings.

C. Proposal prices, base bid, and cost of any or all alternates listed.

D. Review of all required submittals.

E. Past record with the City (including satisfying safety requirements).
F. Bidder’s responsibility based on, but not limited to:

1. Ability, capacity, organization, technical qualifications and skill to perform the contract or produce the services required.

2. Contractor’s construction record including references, judgment, stability, adequacy of equipment proposed to be furnished.

3. Whether the contract can be performed within the time specified.

4. Quality of performance of previous contracts or services

1.10 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

Participation in LEAP is not required for this project. However, contractors are encouraged to volunteer in the LEAP Program. Following are the LEAP Program goals:

LEAP is a City of Tacoma economic development program adopted to provide employment opportunities for City of Tacoma residents on qualifying City funded projects. It requires the prime contractor or service provider performing a qualifying public works project or service contract to ensure that 15-percent of the total labor hours worked on the project are performed by apprentices approved by the Washington State Apprenticeship Council (SAC) and/or residents of Tacoma. Compliance may be met through any combination of utilizing residents of Tacoma or SAC apprentices on the project. Residents entering apprenticeships or other related training programs may be screened to work on City public works projects or service contracts.

Contractors/vendors may obtain further information by contacting the City’s LEAP Coordinator, Peter Guzman, at 253-594-7933 or e-mail Peter Guzman at pguzman@cityoftacoma.org. The LEAP coordinator can assist contractors in the recruitment of qualified employees from the Private Industry Council and other pre-employment and training organizations available in the area. The LEAP Office is located in the City’s Community & Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, Washington 98402.

1.11 PREVAILING WAGES

In addition to the requirements of Section 3.09(B) of the General Provisions, the contractor shall be required to post on the job site a copy of the intent form to pay prevailing wages.

As identified in the General Provisions, the contractor shall comply with the law regarding prevailing wages. These rules apply to any contractor who does business with the City, including owner/operators.

A Statement of Intent to Pay Prevailing Wages **MUST** be filed with the Washington Department of Labor & Industries upon award of contract. An Affidavit of Wages Paid **MUST** be filed with the Washington Department of Labor & Industries upon job completion.

Payments cannot be released by the City until certification of these filings are received by the engineer. Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, or by visiting their web site at: [http://www.lni.wa.gov/tradeslicensing/prevailingwage/default.asp](http://www.lni.wa.gov/tradeslicensing/prevailingwage/default.asp)

1.12 PERFORMANCE (SURETY) BOND OR RETAINAGE

As identified in the General Provisions 1.06 Surety Bond/Retainage, the Contractor has two options when awarded a contract.
Per RCW 39.08.010, the Contractor can provide a performance bond, for 100-percent of the bid (excluding sales tax) executed by a surety company licensed to do business in the State of Washington. If a performance bond is submitted, up to 95-percent of the bid amount can be released upon satisfactory completion of the job and submittal of the appropriate paperwork.

For contracts of $35,000 or less only, the Contractor can elect, in lieu of a performance bond, to have the City retain 50-percent of the contract amount for a period of thirty (30) days after date of final acceptance of contract work or until all necessary releases and clearances required by RCW Chapters 39.08 and 60.28, for release of such funds have been satisfied, whichever is later.

If a bond is provided, the Contractor may elect to provide a retainage bond in lieu of the City withholding five-percent retainage. The Contractor shall provide notice of intent to provide retainage bond ten (10) days prior to first invoice. The City may elect to allow submission of retainage bond after the first payment at its discretion. If a retainage bond is provided, the City form must be used.

These requirements include, but are not limited to, Labor and Industries submittals for prevailing wages (Statement of Intent to Pay and Affidavits of Wages paid), Department of Revenue release, City Tax and Licensing release, satisfaction or release of labor and/or material lien claims, and satisfactory completion of contract work.

For additional information regarding State procedures for performance bonds or retainage visit:

http://www.leg.wa.gov/RCW/index.cfm?fuseaction=section&section=60.28.010

or the following link within the State's site:

http://www.mrsc.org/Subjects/PubWorks/pb/r&b.aspx

1.13 WORK BY CITY

The City will award separate work related to this overall project.

1.14 LOG EXPORT REQUIREMENTS

Contractor must comply with all Federal or State of Washington requirements when purchasing or selling timber from public lands. Reference the Washington Administrative Code (WAC) Chapter 240-15 – Log Export Restrictions. Additional information regarding these requirements and/or submittals can be obtained by visiting web sites at: http://dor.wa.gov/WAC for code requirements and http://dor.wa.gov/content/forms for submittal forms, as required.
1.1 ADMINISTRATION

A. AUTHORITY

The City inspector or engineer in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for progress payments under the contract.

Approximately once a month, the project engineer shall make an estimate of the work completed or done by the contractor, and such estimates will be made by measurement or approximation at the option of the engineer. The engineer’s determination of progress payments shall be conclusive. The City will not pay for material not under City control.

In case work is suspended, nearly suspended, or in case only unimportant progress is being made, the engineer may, at their discretion, make progress estimates at longer intervals than once a month.

Modify Section 2.14 of the General Provisions as follows.

Invoices shall be mailed to the attention of:

Beth Jones
Tacoma Power
Generation/Plant Engineering
3628 South 35th Street
Tacoma, Washington 98409

NOTE: All questions regarding contract status or payments should be directed to the project engineer.

B. UNIT QUANTITIES SPECIFIED

Quantities indicated in the proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the work and verified by the engineer and contractor determine payment.

Adjustments to contract prices due to changes in quantity shall be in accordance with the latest edition of the Standard Specifications, unless otherwise modified by this specification.

The City reserves the right to delete any bid item from the contract by notifying the contractor in writing of its intent. In the event of deleted work, the contractor's sole compensation shall be the money due the contractor for materials that had been purchased and obtained by the contractor prior to the deletion of the work.

C. CONTRACT PRICE

The lump sum and unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment, tools, labor, and all the costs to the contractor for completing the contract in accordance with the plans, specifications, and instructions of the engineer.

All work not specifically described or mentioned in these specifications, but are required to be constructed to achieve complete and operable systems, structures or amenities shall be considered incidental items of work, not separately compensable, and its price included in items of work specified in the specifications.

D. NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

Payment will not be made for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable
2. Products determined as unacceptable before or after placement
3. Products not completely unloaded from the transporting vehicle
4. Products placed beyond the lines and levels of the required work
5. Products remaining on hand after completion of the work
6. Loading, hauling and disposing of rejected products

1.2 PROPOSAL ITEMS

1. - 2 HARVEST

A. MEASUREMENT
The work under this bid item will include labor, materials and equipment to complete the harvest of all trees in accordance with the attached specifications and drawings.

B. PAYMENT
As full compensation for performance of the terms, covenants and provisions of this contract, Tacoma Power will pay Contractor in accordance with the rates set forth below:

Payment for tree harvest will be based on the Contractor’s On Board Truck (OBT) bid rate per 1,000 board feet or ton. This contract is estimated to yield 696,000 board feet (BF) of dimensional lumber and 2,058 tons (TONS) of pulp wood.

3. HAULING

A. MEASUREMENT
The work under this bid item will include labor, materials and equipment to haul all lumber to be hauled off site, in accordance with the attached specifications and drawings.

B. PAYMENT
Payment for hauling per each ton delivered will be calculated using the following formula (Base Rate + Mileage Rate) x (Contractor’s Hauling Bid Factor), whereas the Base Rate = $2.35 and the Mileage Rate = $0.11 x paved miles. The Contractor shall provide the Hauling Bid Factor as a bid component. The Contract haul route is identified in Exhibit C and includes 11.5 paved miles. However, the paved miles could change if a different mill is utilized. Should Tacoma direct delivery to a different mill, the mileage will be paid accordingly based on the Contractor’s Hauling Bid Factor.

LIQUIDATED DAMAGES FOR MIS-SORTED LOGS

Logs delivered by Contractor that do not meet the receiving mill’s log sort specifications are considered mis-sorts. Mis-sorted log volume will be considered on a per load basis. Tacoma Power shall be paid $100.00 for each load delivered which contains mis-sorted volume in excess of 5%, as documented by third party scaling ticket.

Tacoma Power will process monthly invoices for payment (net 30). Invoices shall include copies of mill receipts that document the volume of timber delivered to the mill.

Note: The purchaser of the timber (i.e. mill) shall pay all timber excise taxes.

4. FORCE ACCOUNT, PER LUMP SUM

A. MEASUREMENT
Measurement will be made for Force Account in accordance with Section 1-09.6 of the latest edition of the Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation as modified by Force Account Work in the Special Provisions or on negotiated lump sum or unit price change orders added to the contract.
B. PAYMENT

Payment shall be made for change order items added to the contract which shall be treated as a deduct to the force account remaining available.

“Force Account,” as listed in the proposal

1.3 FORCE ACCOUNT WORK

This section supersedes Section 3.10, Paragraph C of the General Provisions.

In certain circumstances, the contractor may be required to perform additional work. Where the work to be performed is determined to be extra and not attributed to the contractor’s negligence, carelessness, or failure to install permanent controls, it shall be paid in accordance with the unit contract price or by force account.

Such additional work not covered by contract items will be paid for on a force account basis in accordance with Section 1-09.6 of the Standard Specifications or as a negotiated change order with lump sum or unit price items. For the purpose of providing a common proposal for all bidders and for that purpose only, the City has estimated the potential cost of force account work, and has entered the amount in the bid proposal to become a part of the total bid by the contractor. However, there is no guarantee that there will be any force account work.

1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK

Payment will not be made for work rejected by the City. Products or work not meeting contract requirements shall be replaced by the contractor at no expense to the City, regardless of the impact to work, schedule or cost.

END OF SECTION
1.1 PROJECT ENGINEER/LEAD

The project lead shall be herein referenced as engineer in these specifications. Management for this project with whom the contractor shall coordinate all their activities will be Mr. Eric Russell, at 253-502-8137 once the notice to commence work is issued. Any changes to these specifications or plans shall be approved by this engineer prior to commencing any work.

Bidder inquiries, regarding technical specifications, may be directed to Eric Russell, at 253-502-8137. For general purchasing provisions, contact Joe Parris, Purchasing, at 253-502-8103.

1.2 MEETINGS

A. PRE-BID MEETING

All bidders are invited to attend a pre-bid meeting on Monday, June 8, 2015, at 10:00 a.m., at the Washington Department of Fish & Wildlife Office, 350 State Route 7, Morton, Washington 98356. Call Eric Russell, at 253-502-8137 to confirm your attendance.

If you are unable to attend this meeting, please call the SBE (Small Business Enterprise) Office at 253-591-5224, and/or the LEAP (Local Employment and Apprenticeship Program) Office, at 253-594-7933, for instructions in filling out the HUB/LEAP forms or for questions concerning these requirements.

B. PRE-CONSTRUCTION MEETING

Following award of the contract, the engineer will notify the selected bidder of the time and date of the pre-construction meeting to be held at the project location or the Third Floor Engineering Conference Room, Tacoma Public Utilities Administration Building, 3628 South 35th Street, Tacoma, Washington.

Minutes of the pre-construction meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the engineer within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the engineer and become part of the project file.

1.3 PERMITS

The City has gained approval from applicable authorities for the following permits:

A. Washington Department of Natural Resources Forest Practices Permit

1.4 FIELD ENGINEERING

A. SURVEY REFERENCE POINTS

The contractor shall protect survey control points prior to starting site work and preserve permanent reference points during construction.

Promptly report to the engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

Survey control damaged by the contractor shall be replaced by City forces and paid for by the contractor.
B. ESTABLISHED BY ENGINEER

The engineer shall establish the lines and grades for location of the work items listed in the proposal, together with a suitable number of benchmarks adjacent to the work. Contractor's work shall conform to the horizontal and vertical controls unless deviations are obtained from the engineer.

The contractor shall keep the engineer informed in advance of the times they intend to do work, in order that lines and grades may be furnished. All requests for the survey crew to be at the job site shall require at least four (4) days advance notice to the engineer.

The engineer may adjust or relocate any portion of the project to meet site requirements or to improve the project without additional compensation to the contractor, provided such adjustments do not represent appreciable costs for additional labor and materials as determined by the engineer.

C. TO BE ESTABLISHED AND MAINTAINED BY CONTRACTOR

Based upon the information provided by the engineer, all other lines, grades, and detail surveys necessary for the execution and completion of the work, including slope stakes, batter boards, and other working points, lines and elevations, shall be established and maintained by the contractor.

After lines and grades for any part of the work have been given by the engineer, the contractor shall be held responsible for the proper execution of the work to such lines and grades, and all bench marks, reference points and stakes given shall be carefully preserved by the contractor until authorized by the engineer to remove them. The contractor shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

The contractor shall be financially responsible for additional stakeout performed by the engineer as required to replace survey reference points destroyed during construction.

The engineer reserves the right to check all work, have free access to all work, and shall have the full cooperation of the contractor in so doing.

1.5 DIVISION OF WORK

A. MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR

The contractor shall furnish and pay for all necessary materials (except City-furnished) and shall provide all labor, tools, equipment and superintendent, and perform all work incidental to the completion of the project as contemplated by this contract in accordance with the plans, specifications, and instructions of the engineer.

Each subcontractor shall furnish and install all materials and equipment unless otherwise specified.

Requests for use of alternate materials shall be submitted prior to bid opening in accordance with Section 01300, Paragraph 1.4 – “Or Equal” Clause or Substitutions.

1.6 ARCHAEOLOGICAL INVESTIGATION

Preliminary review indicates there are no cultural resources present. However, if cultural resources are discovered as part of this project, archaeological evaluation will be required.

Due to determination of findings, the contractor may be required to change their method of operation to a method that has less impact on the site and is approved by the archaeologist.

In the event that the construction or excavation activities uncover any archaeological items of significance to the City's retained archaeologist, said person may require that certain work be delayed or temporarily stopped.
If the delay or work stoppage exceeds ten (10) days, this will be grounds for the contractor to request additional time to complete the contract. If the delay or work stoppage exceeds thirty (30) calendar days, the City may terminate the contract and reasonably compensate the contractor for work completed plus a cost as agreed by the City to demobilization of the job site.

As an alternative to closing down and terminating the contract, the City may choose to negotiate a mutually acceptable suspension of the work which includes compensation for reasonable costs caused by the temporary stoppage. No claim for additional compensation will be considered unless the delay or stoppage for the certain work exceeds thirty (30) days and the stoppage has caused actual monetary damages to the contractor.

1.7 CONSTRUCTION PROGRESS SCHEDULES

A. FORMAT

The contractor shall prepare schedules as a horizontal bar chart with separate bar for each major portion of work or operation, identifying the first work day of each week and include holidays and times when facility will not be available to contractor for City installed work.

B. CONTENT

This schedule shall be activity-oriented showing as nearly as can be determined the starting and completion dates of each event. The schedule shall show the materials delivery, structure erection, and installation. It will include the start and completion of each major civil, structural, mechanical, communications and electrical item of work critical to the general contractor’s operation.

Show complete sequence of construction, by activity, with dates for beginning and completion of each element of construction.

Identify each task by the appropriate proposal bid item number and subcontractor responsible.

As a minimum, the following tasks shall be included on the schedule:

1. Scope of Work identified – architectural, civil, structural, mechanical, electrical and communications.

2. Phases of work where required.

C. SEQUENCE SCHEDULING

It shall be the contractor’s responsibility to properly phase in all work specified herein including all work done by subcontractors.

Progress schedules are required to be coordinated with Tacoma Power and updated monthly or when changes occur. Acceptance or approval of the progress schedule does not release the contractor from the responsibility to provide the necessary resources to meet the schedule.

D. SUBMITTALS

The contractor shall submit initial schedules at the preconstruction meeting or at a minimum of within ten (10) working days after the contract award. After review, if changes are required by the engineer, resubmit required revised data within ten (10) working days.

The contractor shall use the attached Submittal Transmittal form (electronic version is available from the engineer) for all submittals.
Within twenty (20) days of the date of the contract, the contractor and the engineer will reach an agreement on any and all adjustments and all modifications to the submitted schedule which are warranted. The schedule, thus modified, will become part of the contract.

The failure of the contractor to submit a schedule(s), or the inability of the contractor and the City to reach an agreement as to modifications to a schedule, shall not excuse the contractor's obligation to perform the work required by the specifications in the number of days required by the specification.

1.8 PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS

In addition to Section 3.03 “Notification of Other Governmental Agencies and Utilities When Underground Work is Involved” and Section 3.07 “Protection of Workers and Property” of the General Provisions:

The contractor shall protect from damage the utilities and all other existing improvements not provided for in the proposal or special provisions. The cost of labor, equipment and materials required to protect or replace said items shall be incorporated into the bid for this project.

The City has attempted to locate and show on the contract drawings the locations of the existing underground utilities which may conflict with portions of this work, but cannot guarantee the accuracy or the completeness of the data shown.

1.9 SUPERINTENDENT

The contractor shall employ a competent superintendent (foreman) who shall be present at the project site at all times during the entire progress of the work, except those times when the contractor is demobilized. The superintendent shall be on site even when only a subcontractor is working, unless otherwise approved by the engineer. The foreman shall be satisfactory to the contractor, and shall have full authority to act on their behalf.

It will be the foreman's responsibility to have a set of plans and specifications on the project site during the progress of the work. The foreman shall mark or record on the plans all changes made during construction. Such "AS-BUILT" plans shall be available to the engineer at all times and shall be delivered to the engineer upon completion of the work.

The superintendent initially assigned to the project by the general contractor shall remain superintendent for the duration of the contract. If the superintendent is replaced, all work shall stop until an additional preconstruction meeting with the City is held. This work stoppage will be at the contractor's expense. The completion date shall remain unchanged, regardless of any work stoppage.

1.10 CLEAN UP

In addition to Section 3.11 - Cleaning Up of the General Provisions

A. DAILY

The contractor and the City inspector will walk the site daily and as required to determine the clean-up and restoration required.

All areas shall be left safe, clean and free of debris.

Surplus excavation, conduit material, tools, temporary structures, dirt and rubbish shall be removed and disposed of by the contractor, and the construction site shall be left clean to the satisfaction of the engineer.

Clean up is considered incidental to the project and no payment will be allowed.

Collect waste daily and when containers are full, legally dispose of waste off site.
Clean-up of any area impacted by the construction shall be done weekly or as directed/instructed by the engineer.

END OF SECTION
SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID

In addition to the items listed in the Bidders Checklist, the bidders shall submit with their bid package the following information. This information may be used for evaluation purposes.

1. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity, and overall cost. A detailed list of comparable projects with current list of contacts shall be submitted with the bids.

END OF SECTION

SECTION 01400 - QUALITY CONTROL

1.1 INSPECTION, TESTING AND CERTIFICATION

A. INSPECTION

Construction inspection and testing for the City will be performed as needed by City staff.

B. PERMIT INSPECTIONS

The contractor shall comply with the requirements of all permits. It shall be the contractor's responsibility to contact the permitting authority and schedule all required inspections. The contractor shall notify the Tacoma power inspector of all scheduled inspections.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 UTILITIES

A. ELECTRIC SERVICE

Power will not be provided for this project.

B. TELEPHONE SERVICE

The City will not provide telephone service for the contractor. Mobile telephone service is available at the site.

C. WATER

The City will not provide water to the contractor for this project.

D. TEMPORARY FIRE PROTECTION

Fire protection in accordance with forest practices rules.

1.2 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION

The contractor shall take any measures, including but not limited to the ones listed below, to protect adjacent areas from the effects of tree thinning.

END OF SECTION
1.1 QUALITY OF WORKMANSHIP AND MATERIAL

A. WORKMANSHIP

The contractor shall employ only competent, skillful, and orderly persons to do the work. If, in the engineer’s opinion, a person is incompetent, disorderly or otherwise unsatisfactory, the engineer shall notify the contractor, in writing, of same. The contractor shall immediately discharge such personnel from the work and shall not again employ those person(s) on said contract again. Work shall conform to the highest industry standards.

See General Provisions, Paragraph 3.08 - Contractor - Supervision and Character of Employees for additional requirements.

B. MATERIALS

Materials shall be delivered to the project site in the manufacturer’s original containers, bundles or packages unopened with the seals unbroken and the labels intact. Each type of material shall be of the same make and quality throughout. Manufactured articles, materials and equipment shall be installed in accordance with each manufacturer’s written directions, unless otherwise specified.

All materials and equipment to be provided under this contract shall conform to the latest edition of the applicable codes, but in no case shall be contrary to the laws of the State of Washington and/or Federal Government.

The equipment supplied shall meet appropriate ANSI, OSHA, WISHA, and all Federal, state, and local standards for the type of equipment provided for its intended use.

Deliver, store and handle products according to manufacturer’s written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
2. Deliver with labels and written instructions for handling, storing, protecting, and installing.
3. Inspect products at time of delivery for compliance with the contract documents and to ensure items are undamaged and properly protected.
4. Store heavy items in a manner that will not endanger supporting construction.
5. Store products subject to damage on platforms or pallets, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.
1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK

A. CLOSE OUT PROCEDURES

The contractor shall notify the engineer in writing when identified tasks are complete and ready for inspection. The engineer will make the inspection, forward the results of same to the contractor, who shall promptly correct any deficiencies noted.

The contractor shall notify the engineer in writing when all punchlist deficiencies have been completed. The engineer will promptly set a time for final inspection, at which time the engineer and the contractor shall jointly inspect the work. The contractor will promptly correct any deficiencies noted.
The objective of this contract is to “daylight” specific roadway sections of the Peterman Hill Unit, prepare for development of two new sections of roadway within the Unit, and to thin a specified stand unevenly to enhance wildlife habitat.

Approximately 6.1 miles along both sides of the 1000 Road within the Peterman Hill Unit will be daylighted (Exhibit B). The roadway daylighting is intended to improve road longevity and to bring the road into consistency with forest practice standards. Following daylighting, the roadway will be restored to pre-work conditions and any ditches disturbed will be re-established. The roadway crown will also be restored to its pre-construction condition.

In addition to the daylighting, two new roadway sections totaling approximately 1,800 lineal feet (LF) will be cleared of existing trees and stumps to prepare for development of new road prisms. One (1) is located along the 1000 Road and one (1) is located near the 1090 Road (Exhibit B). Following completion of this contract, the new road sections, as well as the daylighted roadways will be re-rocked and graded as part of roadway improvements completed under a separate contract.

Finally, a 24-acre stand located along the 1000 Road will be thinned unevenly to improve tree growth rates and stimulate understory development to enhance wildlife habitat (Exhibit B). The cut trees are to be removed from the stand to create more open conditions that facilitate access and movement of deer and elk and improve light penetration to forest floor. The removed trees from all activities are to be sold for pulp or dimensional lumber production to help off-set costs of the daylighting and thinning.

1. LOGGING AND DELIVERY

1.1 Contractor will fell, buck, yard, load and deliver such timber as designated by Tacoma Power for cutting and removal within the Contract Areas. Logs will be delivered to specified delivery point(s) for payment to Tacoma Power as arranged prior to delivery. Log description, rates and potential delivery point(s) are provided in Exhibit A.

1.2 The specified roadway sections will be daylighted (all trees of any size removed) to an average road corridor width of 50 feet, or to the top of road cut slope as marked in the field. The daylighting boundaries have been flagged with orange flagging along the outside edges. Some sections adjacent to streams will be narrower in width in terms of the finished daylighted corridor. New roadway sections to be developed also average 50 feet in width, and will include stump removal in addition to tree removal. New roadway section boundaries have been flagged with orange glo flagging.

The 24-acre stand to be thinned is an uneven aged stand and thinning will be completed to maintain the uneven aged character of the unit. The thinning will be completed using ground-based logging techniques to achieve an average stand density of 120 trees per acre (19-foot average spacing). Tree size is highly variable within the existing stand and this age class variation is to be maintained as part of the project. To maintain the uneven age character of the stand, a variety of tree diameters will be removed. Existing openings are to be ignored when determining stand density. For the purposes of determining tree density, a tree is defined as a conifer or hardwood tree having a 5-inch minimum diameter at breast height (dbh).
The existing stand is mainly a mix of Douglas fir and Western hemlock, with scattered bigleaf maple, red alder, and Western red cedar also present. Overall, Western hemlock is the dominant species in the unit.

To maintain structural diversity, trees of all diameters below 30 inches dbh will be cut in proportion with their current distribution to achieve target stand density. After completion of the thinning, the proportion of trees less than 30 inches dbh will equal their pre-thinning proportions. The contractor will not specifically target larger trees for removal or “high grade” the stand in an effort to harvest the most volume for the least effort. No trees over 30 inches dbh will be cut.

1.3 All cut trees that meet the size and length requirements (outlined in 1.5 below, and identified in Exhibit A) shall be removed from the site and delivered to the mill(s) specified by Tacoma Power. Trees that do not meet those size requirements will be retained on-site.

1.4 At least 25 percent of the harvested logs will be painted with a two-inch minimum red spot on both ends prior to removal from the site and delivery to the mill. All logs are export restricted.

1.5 Unless otherwise instructed by Tacoma Power, stump heights shall be no greater than 12 inches. All species identified on Exhibit A with at least 4 inches diameter (at the small end) that are merchantable shall be delivered. Species that meet the 12-foot length requirements and have at least a 4-inch dbh top shall be delivered to the specified pulp mill as noted in Exhibit A. Species that are at least 16 feet in length (plus trim) and have a minimum 5-inch dbh top shall be delivered to the specified softwood or hardwood mill as noted in Exhibit A or other mills as Tacoma Power may designate. Contractor shall not unnecessarily damage trees outside the designated contract areas.

Non-merchantable logs, stumps, and logging slash shall be retained in the contract area either in piles or scattered. Along daylighted roadway sections, logging debris will be scattered and left within untreated areas along the roadway alignments.

1.6 Within the thinning area, no permanent new roads will be created, with the exception of the newly created road corridor for the realignment of the 1000 mainline road. Any skid roads and landings required to complete the thinning will be abandoned and tank trapped at completion of work.

1.7 Within the thinning area, Contractor will leave any dead tree or severely defective cull tree to meet the stand density and spacing requirements, and any other additional trees that may be designated as leave trees by Tacoma Power that will not pose an unacceptable hazard to the safety of cutting or yarding crews. No dead or defective trees will be left within one tree length of existing roads.

1.8 Tacoma Power may wish to have logs delivered to points other than those designated in Exhibit A, in which case Contractor will deliver to such points as directed by Tacoma Power at the mileage rate specified in this contract and subsequent to the mutually agreed upon mileage.

1.9 The Contractor will complete Tacoma Power’s load ticket for each log truck load of logs hauled from the site prior to leaving the contract area. The load ticket will indicate the date, brand, producer, destination, trucker, species, sort (saw log, pulp), and comments for each load. The Contractor will provide a copy of each load ticket to Tacoma Power, and will keep a copy for their records. The Contractor is responsible for each load of logs removed from the contract areas. Load tickets will be supplied by Tacoma Power.
1.10 Contractor will repair all roads damaged by its operations and will leave all drainage ditches clear of logs, timber, limbs or debris.

2. **CONTRACT AREA**

2.1 Contractor’s operations under this Agreement, subject to road use conditions, restrictions, and rights outside the Contract Area, will consist of and be limited to the designated portions of Tacoma Power’s property located in Sections 8, 15, 16, 22, 23, 25, and 26, Township 12 north, Range 4 East, W.M.

The Contract Area includes roadway sections and the timber stand to be thinned identified in Exhibit B. The roadway sections include approximately 6.1 miles of road daylighting, and approximately 1,800 feet of clearing for two new roadway sections. The timber stand to be thinned totals approximately 24 acres. The timber thinning boundaries are delineated with pink ribbon flagging labeled “Timber Harvest Boundary”, and the new roadway sections, as well as the daylighting corridors to be cleared are bounded by orange glo flagging. An overview map as well as more detailed maps are included in Exhibit B.

2.2 Contractor will conduct all operations described in this Agreement within areas marked on the ground by Tacoma Power, as described above, and as shown on Exhibit B.

2.3 Tacoma Power will have the absolute right to delete any areas, or portions of any area, from this Agreement.

3. **PERFORMANCE BY CONTRACTOR**

3.1 Contractor will complete all work within 6 months of contract issuance unless otherwise approved by Tacoma Power.

3.2 Contractor will conduct all operations in a diligent and workmanlike manner in accordance with the highest standards and practices recognized in the industry, continuously and without interruption, except during such times as Contractor may be prevented from doing so by events of delay arising from weather, forest fires, or labor conditions beyond Contractor’s reasonable control, and except for shut-downs directed by Tacoma Power or any governmental authority.

3.3 Contractor will conduct all operations so as to not interfere with the operations of Tacoma Power or other contractors, and will exercise good silvicultural and harvesting procedures. Contractor will protect and properly care for the designated Contract Area and any adjacent property.

3.4 For the thinning area, contractor will complete at least one tree density plot for every three acres thinned to verify achievement of the target stand density. One-tenth-acre fixed radius plots (37-foot radius) will be established along a rectangular grid and marked with blue paint. At least one plot will be established within the first three acres thinned to confirm that the proper tree density is being achieved.

3.5 Tacoma Power will have the right to inspect Contractor’s operations at any time and for any purpose.

4. **LABOR, EQUIPMENT, MATERIALS AND PERMITS**

Contractor, at its sole cost and expense, will provide and pay for all labor, equipment, materials and supplies to complete services under this Agreement, unless otherwise specified herein. Contractor will obtain and pay for all permits required for the services provided under this Agreement unless otherwise specified herein, or otherwise agreed to in writing by Tacoma Power.
Tacoma Power has acquired an approved forest practices permit from the Washington Department of Natural Resources for this project.

5. **CLEANING OF DEBRIS**

Upon completion of work, Contractor will remove all materials, tools, and rubbish that has accumulated on the premises, and will leave the same in a clean and satisfactory condition.

6. **TRESPASS**

Special care will be taken by Contractor to protect and avoid felling or damaging any tree not marked for cutting or any tree outside Contract Area boundaries without specific prior written authorization of Tacoma Power. Contractor will defend indemnify and hold Tacoma Power harmless if Contractor, its contractors, employees, or agents, cut, injure or remove any tree that is not to be harvested under this Agreement.

7. **BRANDING AND MARKING**

Contractor will furnish to the truck driver of each load of logs transported, a detailed signed ticket fully describing said load on truck load tickets to be furnished by Tacoma Power. These tickets will be prepared in a manner satisfactory to Tacoma Power. The original truck tickets and all copies, except those to be retained by Contractor, will be handled and distributed in accordance with Tacoma Power’s instructions. Tacoma Power reserves the right to refuse to pay Contractor for any services rendered with respect to any load for which a truck ticket is not properly prepared and delivered to Tacoma Power’s designation. Contractor will furnish staple gun and staples for stapling a ticket on each load.

8. **SCALING**

All logs delivered under this Agreement will be scaled or weighted at points designated in Exhibit A. Contractor will receive a copy of all scale or weight certificates. Scaling will be at the cost and expense of log buyer.

9. **LOGGING OPERATION**

9.1 Contractor will at all times strictly follow conditions of the Forest Practices Application approved by the Washington Department of Natural Resources and will comply with all permits and harvest restrictions imposed by any other state agency.

9.2 Contractor will strictly abide by all rules and regulations of the State’s Forest Practice Act.

9.3 During the term of this Agreement, Contractor will have the non-exclusive right to enter the Contract Area solely for the purposes set forth in this Agreement. While operating within the Contract Area, Contractor will protect all survey monuments, witness corners, reference monuments and bearing trees against destruction, obliteration or damage during operations on the Contract Area. If any monuments, corners or accessories are destroyed, obliterated or damaged by such operations, Contractor will, at its sole cost and expense, hire a registered land surveyor, acceptable to Tacoma Power, to establish or record the monuments, corners or accessories, at the same location and will record such survey in appropriate county records.

10. **ROADS**

10.1 Contractor will have the non-exclusive use of Tacoma Power roads, but only as necessary for performance of this Agreement. Tacoma Power makes no warranty or representation as to the conditions, safety, or suitability of its roads for use by Contractor.
When using Tacoma Power roads, Contractor will comply with all reasonable road restrictions and use during adverse weather or fire conditions necessary to protect the road.

10.2 Unless otherwise provided in this Agreement, Contractor will construct all skid roads and landings necessary to operate in the thinning area and to remove logs from the unit. For the daylighting portion of the project, no new roads (with the exception of the new road segments to be constructed as part of this contact) or landings will be required for harvesting activities.

10.3 Contractor will maintain and leave in good condition suitable for log hauling, and in condition to resist erosion and water damage, all roads and landings within the contract area and any other roads used by Contractor to remove logs under this Agreement. When necessary, Contractor will construct water bars and remove all logging debris from road bed and along ditch lines. Contractor will obtain the prior written authorization of Tacoma Power before commencing construction of any roads. All improvements by Contractor on Contract Area will at all times be and remain the property of Tacoma Power, subject to Contractor’s use thereof during the term of this Agreement.

10.4 Contractor will not block gates or park in the area known as the Lewis County right of way “bus turnaround”, roughly the circular center of the area directly adjacent to the end of the paved portion of Peterman Hill Road.

10.5 Tacoma Power reserves the right for itself and others claiming under Tacoma Power to cross the Contract Area and to use any roads thereon at any time and for any purpose, so long as such use does not unreasonably interfere with Contractor’s logging operations. Contractor shall keep all roads free of obstruction and in passable condition.

11. **FIRE SUPPRESSION, FIRE PRECAUTIONS AND LIABILITY**

11.1 Contractor will comply with all applicable DNR fire equipment requirements, precaution levels, and humidity/wind shut-down requirements.

11.2 In addition, Contractor will use the utmost diligence and precaution to prevent fires from starting on or spreading to the Contract Area or other land owned by Tacoma Power adjacent thereto, or to roads used by Contractor under this Agreement. Contractor will use all reasonable and practicable means to suppress any such fires and to save the standing and down timber upon such lands, and all property of both parties hereto. Contractor will provide such additional personnel and equipment as may be necessary. Contractor will strictly comply with the terms and provisions of the state laws relating to the prevention and suppression of fire and all rules and regulations of political subdivisions and governmental agencies having jurisdiction including, but not limited to, the laws, rules and regulations regarding the burning of slash.

11.3 Contractor assumes all liability for, and will indemnify and hold Tacoma Power harmless from, all claims, damages, losses, suits or costs in any manner arising from fire that is caused or exacerbated by Contractor’s work, negligence, or omission of Contractor, its employees, subcontractors, agents, or invitees, or by Contractor’s failure to comply with any law, rule or regulation relating to fire prevention or fire suppression.

11.4 In the event of lightning fires or other fires starting in the vicinity of Contractor’s operations, Contractor will use every means available to suppress the fire and to notify Tacoma Power immediately of the existence of such fire.
Contractor will be reimbursed by Tacoma Power, or by the responsible firefighting agency, for its costs and expense incurred in fighting fires that are established as having been caused by lightning or those starting outside of the Contractor’s work area that are not as a result of Contractor’s work, negligence or omission.

11.5 Tacoma Power reserves the right to shut down Contractor’s operations when, in Tacoma Power’s absolute discretion, a fire hazard poses a risk to the Contract Area or other land or timber.

11.6 Contractor will not operate when humidity is below twenty percent (20%) or when, in Tacoma Power’s absolute discretion, windy conditions present a threat or risk to Contractor’s operations or any standing or down timber on the Contract Area.

12. **ACCIDENT INSURANCE**

Contractor will carry state or private industrial accident insurance covering Contractor and all its employees that fully complies with State and Federal Employment and Workers’ Compensation laws.

END OF SECTION
HAMPTON TREE FARMS, INC.

Date: August 28, 2014
Timber Owner /Seller
Tacoma Power
3628 South 33rd Street
Tacoma, WA 98409
Phone # 253-502-8137 email: crussell@cityoftacoma.org
Land Owner Certified Yes ☐ No ☐ ----IF YOU CHECKED YES-----> Logs Certified under: SPI ☐
Land will be Conversion ☐ Remain forest land FSC ☐ FSC #
Logger Certified Yes ☐ No ☐ Other ( ☐ Gni Tug ☐
FPA # 2927538 HPA #

% of Logs Certified

This letter will serve as an agreement whereby Hampton Tree Farms, Inc. (HTF) will purchase Hemlock and Douglas fir sawlogs from Tacoma Power under the terms and conditions outlined herein.

Logs purchased under this agreement are to be delivered to HTF sawmills. The size sorts and prices to be paid under this agreement are F.O.B. mill and are based on the net Pacific Rim Log Scaling & Grading Bureau truck scale at appropriate location according to the attached matrix.

For logs delivered and scaled from the 1st through the 15th of each month, payment will be made on or before the 25th of that month; for logs delivered and scaled from the 16th to the end of the month, payment will be on or before the 10th of the following month.

Logs must have 12" trim. Preferred log lengths in order of preference are 40’, 32’, 24’, and 16’ with 2’ multiples thereafter for utilization to a minimum log length of 16’ with trim, while avoiding 22’ logs. Minimum length to cut is 40’. The minimum acceptable scaling diameter will be 5”, except that 4” tops will be acceptable in logs 36’ through 40’ in length if needed to achieve the required preferred length percentage.

With respect to log quality, the Seller agrees to deliver logs bucked on both ends, with limbs and knots flush cut to the bole, leaving no “pig ears.” In addition, HTF reserves the right to reject any loads with logs containing nails, wire, metal or any other foreign material that might cause damage to employees and equipment of HTF and others. Seller warrants its logs to be free of such defects and is responsible for breach of this warranty.

Seller warrants to HTF that Seller is the owner of all logs sold hereunder and that all logs are free from all liens and encumbrances or claims upon which liens may hereafter be based.

Seller assumes exclusive liability for the performance of and compliance with all federal and state laws applicable to and covering the employees who have harvested the logs delivered hereunder and represents to HTF that all contributions, taxes and fees have been paid and that all federal, state and local laws, rules and regulations have been complied with, including Washington and Oregon Forest Practice Rules which are legally mandated Best Management Practices (BMPs).*

Seller warrants that it has complied with all the provisions of the Fair Labor Standards Act of 1938, as amended, and the Federal Equal Employment requirements and that all truckers delivering logs hereunder have delivered a similar warrant to Seller.

Seller shall not assign or transfer this agreement without the written consent of HTF having been first obtained.

This agreement may be terminated by HTF upon five (5) days written notice to Seller, if Seller fails to deliver logs meeting the preferred length constraints and specifications outlined above.

If the above terms and conditions meet with your approval, please sign both counterparts of this letter, keeping one for your file and returning the other to this office. A fully executed counterpart of this agreement must be received by HTF prior to Seller delivering logs.

Accepted for Seller:

Title: __________________________

Date: __________________________

Hampton Tree Farms, Inc.

By: __________________________

Title: Forester/Log Buyer

Date: August 28, 2014

*Sustainable Forestry Initiative* www.sfiprogram.org

*For BMPs see: www.dnr.wa.gov/BusinessPermits/ForestPractices www.arbor.com/OID/ptamoreforests
CASADE HARDWOOD LLC
Current Delivered Log Prices

Effective Date 11/1/14
Termination Date 12/31/14

Delivery Point: X Chehalis
Olympia
Willamina
Teevins

Contract Vendor
Name: Tacoma Power
Address: 
Phone: 
Fax: 

**BID Sheet Only**
This is not a purchase agreement

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HARDWOOD LOG SPECIFICATIONS:
• Acceptable lengths: 16’-40’ in 2’ multiples, with 4’ trim per 8’ or 10’ multiple.
• 6’ minimum top diameter on sawlog sort.
• Max butt diameter for Maple is 30”.
• Diameters are scaled inside the bark on the small end.
• Chip-n-Saw (5-7”) must be sawlog quality, with 4” trim per 8’ or 10’ multiple.
• Chip-n-Saw logs 5” in diameter must be 30-40’ in length; 6-7” in 20-40’ lengths.
• Loads not meeting CNS specs can be downgraded or rejected.
• Preferred lengths are: 40, 38, 30, 28 and 20’ plus trim.
• Acceptable lengths: 36, 34, and 26’ plus trim.
• Avoid 32 and 24’, and NO 22’ sawlogs!
• All logs must be suitable for conveyor travel and ring debarking.
• All limbs must be flush with log and log ends must be bucked square and clean.
• Deductible defects that should be removed include: broken ends, pistol butts, shake or shatter ends, crotch, excessive splinter pulls, and rot.
• Discoloration (stain) of logs due to weathering or age will not be accepted. (Grade 4)
• No spike tip processors or excessive processor damage will be accepted. (Grade 5)
• Forest Practices Application number [if applicable] is required for all Log Purchase Agreements.
• Log Purchase Agreement is required 24 hours prior to shipping.
• Logs with excessive roughness or defect shall be grade 4 sawmill.
• Dumping hours (Chehalis) are 7 am to 4:30 pm, Monday-Friday.
NW FIBRE LLC
POST OFFICE BOX 758
RIDGEFIELD, WA 98642
DANNY: 360-772-5642
DENNIS: 360-772-5644

MORTON, WA LOG YARD
LOG PURCHASE ORDER

PO# 2061

TO: TACOMA POWER
3628 S 35TH ST
TACOMA, WA 98408

DATE: 03/01/2014
DUMP HOURS 7:30 AM TO 5:00 PM
PHONE 253-502-8468
FAX 253-502-8372

1. LOG RECOVERY: ALL LOGS WILL PRODUCE NOT LESS THAN 50% OF THE GROSS IN FIRM
USEABLE CHIPS. ALL LOGS WILL BE BUCKED ON BOTH ENDS, LIMBS CUT EVEN WITH THE LOG
CYLINDER, AND BE MECHANICALLY BARKABLE.

2. LENGTH DIAMETER: MINIMUM LENGTH IS 12'; MAXIMUM LENGTH IS 40'; MAXIMUM BUTT
DIAMETER IS 25" FOR UNDERSIZED LOADS. MINIMUM DIAMETER FOR TOPS IS 4". NO DOUBLE OR
TRIPLE ENDED LOADS.

3. LOG SOURCE: EACH LOAD MUST BE ACCOMPANIED BY A TRIP TICKET SHOWING ORIGIN,
OWNER, LOGGER, TRUCKER, SPECIES, AND BRAND.

4. SELLER: GUARANTEES THAT HE IS LEGALLY ENTITLED TO SELL LOGS DELIVERED UNDER THE
TERMS OF THIS AGREEMENT.

5. PENALTY: LOGS FAILING TO MEET LOG RECOVERY, DIAMETER, LENGTH OR QUALITY
REQUIREMENTS WILL BE GROSS SCALED AND DEDUCTIONS OF 2 POUNDS PER BOARD FOOT WILL
BE TAKEN. NW FIBRE, LLC. RESERVES THE RIGHT TO DEDUCT PENALTIES FROM ANY FUNDS DUE
TO SELLER.

6. LOADS WEIGHTS: SOLD ON WEIGHT BASIS (2000 POUNDS) ALL TRUCKS WILL BE WEIGHED
ON CERTIFIED SCALES AT THE MORTON YARD.

7. PAYMENT: EVERY TWO WEEKS WITH CHECKS BEING MAILED ON THE FOLLOWING
FRIDAY.

EFFECTIVE: 3/1/14 TERMINATES: until further written notice maximum 31 Days.

SEE REVERSE SIDE FOR SPECIES AND PRICES
1000 RD Daylighting Project (West Alignment)

Township 12 North, Range 4 East, Section 22 & 23

Project Specifications

Road Construction and Upgrade

- Existing Road
- Wildlife Area Boundary
- Daylight & Grade
- Stream
- Repair
- New Construction

NAD 83
Contour Interval 40 Feet
1 inch = 690 feet
Commercial Thin Project

- Roads
- Abandoned
- New Construction
- Abandon

Thin Unit

Wildlife Area Boundary

Stream

NAD 83
Contour Interval 40 Feet
1 inch = 375 feet
## Your Company Information
- Company Name
- Address
- City
- State
- Zip+4
- Contractor Registration Number
- UBI Number
- Industrial Insurance Account Number
- Email Address (required for notification of approval)
- Phone Number

## Awarding Agency Information
- Project Name
- Contract Number
- Awarding Agency
- Awarding Agency Address
- City
- State
- Zip+4
- City Where Work Will Be Performed
- Awarding Agency Contact Name
- Phone Number

## Additional Details
- **Your Expected Job Start Date (mm/dd/yyyy)**
- Job Site Address/Directions

## ARRA Funds
- Does this project utilize American Recovery and Reinvestment Act (ARRA) funds?  
  - [ ] Yes  
  - [ ] No

## Prime Contractor Information
- Contractor Registration Number
- UBI Number

## Hiring Contractor Information
- Contractor Registration Number
- UBI Number

## Contract Details
- Bid Due Date (Prime Contractor’s)
- Award Date (Prime Contractor’s)
- Indicate Total Dollar Amount of **Your** Contract (including sales tax) or time and materials, if applicable.
- $  

## Weatherization or Energy Efficient Funds
- Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)?  
  - [ ] Yes  
  - [ ] No

## Employment Information
- Do you intend to use subcontractors?  
  - [ ] Yes  
  - [ ] No
- Will employees performing work on this project?  
  - [ ] Yes  
  - [ ] No
- Will **ALL** work be subcontracted?  
  - [ ] Yes  
  - [ ] No
- Do you intend to use apprentice employees?  
  - [ ] Yes  
  - [ ] No

## Number of Owner/Operators who own at least 30% of the company who will perform work on the project:
- [ ] None (0)  
- [ ] One (1)  
- [ ] Two (2)  
- [ ] Three (3)

## Crafts/Trades/Occupations
- (Do not list apprentices they are listed on the Affidavit of Wages Paid only.)
- If an employee works in more than one craft, ensure that all hours worked in each craft are reported below. For additional craft/trades/occupations please use Addendum A.

<table>
<thead>
<tr>
<th>Number of Workers</th>
<th>Rate of Hourly Pay</th>
<th>Rate of Hourly Usual (“Fringe”) Benefits</th>
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## Signature Block
- I hereby certify that I have read and understand the instructions to this form. That the information, including any addendums, are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

**Name:**  
**Title:**  
**Signature:**  
**Date:**

**APPROVED:**  
Department of Labor and Industries  
Check Number:  
- [ ] $40  
- [ ] $  
**Received:**

**By:**  
Industrial Statistician

---

F700-029-000 Statement of Intent to Pay Prevailing Wages 06-2010

This form must be typed or printed in ink.  
Fill in all blanks or the form will be returned for correction (see instructions).  
Please allow a minimum of 10 working days for processing.  
Once approved, your form will be posted online at https://fortress.wa.gov/lni/pwiapub/SearchFor.asp

For L&I Use Only  

---
**Affidavit of Wages Paid**

Public Works Contract

$40.00 Filing Fee Required

**Affidavit ID # (Assigned by L&I)__________**

---

### Your Company Information
- **Your Company Name**
- **Your Address**
  - City
  - State
  - Zip+4
- **Your Contractor Registration Number**
- **Your UBI Number**
- **Your Industrial Insurance Account Number**
- **Your Email Address (required for notification of approval)**
- **Your Phone Number**

### Awarding Agency Information
- **Awarding Agency**
- **Awarding Agency Address**
  - City
  - State
  - Zip+4
- **Awarding Agency Contact Name**
- **Phone Number**

### County Where Work Was Performed

### Contract Details
- **Bid Due Date (Prime Contractor’s)**
- **Award Date (Prime Contractor’s)**
- **Intent ID # (Six Digit Number)**

### ARRA Funds
- Does this project utilize American Recovery and Reinvestment Act (ARRA) funds?
  - [ ] Yes
  - [ ] No

### Weatherization or Energy Efficient Funds
- Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)?
  - [ ] Yes
  - [ ] No

### Prime Contractor Information
- **Prime Contractor**
  - Contractor Registration Number
  - UBI Number

### Hiring Contractor Information
- **Hiring Contractor**
  - Contractor Registration Number
  - UBI Number

### Employment Information
- Did you use subcontractors?
  - [ ] Yes (Addendum B Required)
  - [ ] No
- Did employees perform work on this project?
  - [ ] Yes
  - [ ] No
- Did you use apprentice employees?
  - [ ] Yes
  - [ ] No

### Number of Owner/Operators who own at least 30% of the company who performed work on the project:
- [ ] None (0)
- [ ] One (1)
- [ ] Two (2)
- [ ] Three (3)

### Crafts/Trades/Occupations and Apprentices
- For Apprentices enter the name, registration number, trade, dates worked on project, stage of progression, wage and fringe for each apprentice. For additional craft/trades/occupations please use Addendum A.

<table>
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<tr>
<th>Number of Workers</th>
<th>Total # of Hours Worked</th>
<th>Rate of Hourly Pay</th>
<th>Rate of Hourly Usual (&quot;Fringe&quot;) Benefits</th>
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### Signature Block

I hereby certify that I have read and understand the instructions to this form. That the information, including any addendums, are correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Name: __________________________ Title: __________________________ Signature: __________________________ Date: __________________________

For L&I Use Only

APPROVED: Department of Labor and Industries

Check Number: ______________

$40 or ______________

Received: __________________________

By: __________________________

Industrial Statistician

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F700-007-000 Affidavit of Wages Paid 06-2010
PREVAILING WAGE RATES

FOR

LEWIS COUNTY

Effective date June 16, 2015

See Department of Labor and Industries URL link

PREVAILING WAGE RATES

FOR

LEWIS COUNTY APPRENTICES

Effective date June 16, 2015

See Department of Labor and Industries URL link