



City of Tacoma, WA

**TACOMA POWER GENERATION
REQUEST FOR PROPOSAL
LAKE CUSHMAN RESORT PROPERTY MANAGEMENT PLAN
SPECIFICATION NO. PG19-0090F**



City of Tacoma
Tacoma Power Generation

REQUEST FOR PROPOSALS PG19-0090F
Lake Cushman Resort Property Management Plan

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 2, 2019

Submittal Delivery: Sealed submittals will be received as follows:

By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 th Street Tacoma, WA 98409	In Person: City of Tacoma Procurement & Payables Division Tacoma Public Utilities Lobby Security Desk Administration Building North – Main Floor 3628 S 35 th Street Tacoma, WA 98409
By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007	Note: This is a change in location for in-person deliveries.

Submittal Opening: Sealed submittals in response to a RFP 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 not be held.

Project Scope: The City of Tacoma (City), Department of Public Utilities, Light Division, dba Tacoma Power, is issuing this request for proposals (RFP) for developing a management plan for the recently vacated Lake Cushman Resort property owned by the City and adjoining Lake Cushman in Mason County, Washington. This contract shall commence upon issuance and will be completed by September 30, 2019.

Estimate: \$50,000

Paid Leave and Minimum Wage: Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit www.cityoftacoma.org/employmentstandards.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Samol Hefley, Senior Buyer by email to shefley@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.

Table of Contents

Request for Proposals

Submittal Checklist

SECTION 1 – Project Information and Requirements

- A. Project Overview
- B. Background
- C. Description
- D. Calendar of Events
- E. Contract Term
- F. Responsiveness
- G. Costs to Prepare Submittal
- H. Acceptance of Proposal Contents
- I. Contract Obligation
- J. Partnerships
- K. Commitment of Key Personnel
- L. Proposal Format and Presentation
- M. Content to be Submitted
- N. Evaluation Criteria
- O. Interviews
- P. Award
- Q. Payment Method - Credit Card Acceptance

SECTION 2 – Project Scope

- A. Scope of Work/Deliverables

Appendix A

- Signature Page
- Prime Contractor's Pre-Work Form
- City of Tacoma Insurance Requirements
- Sample Contract
- Condition Assessment of Building and Waterfront Structures at Lake Cushman Resort

Standard Terms and Conditions

SBE Regulations

SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page.

<p>The following items make up your submittal package:</p>	
<p>One original and one electronic copy (flash drive) of your complete submittal package (with original and copies clearly identified). Electronic copy shall be an exact copy of the original.</p>	
<p>Signature Page (Appendix A)</p>	
<p>Prime Contractor's Pre-Work Form (Appendix A)</p>	
<p>Information in Section O. Content To Be Submitted</p>	
<p>After award, the following documents will be executed:</p>	
<p>Personal Services Contract</p>	
<p>Certificate of Insurance and related endorsements</p>	

SECTION 1 – PROJECT INFORMATION AND REQUIREMENTS

A. PROJECT OVERVIEW

The City of Tacoma (City), Department of Public Utilities, Light Division, dba Tacoma Power, is issuing this request for proposals (RFP) for developing a management plan for the recently vacated Lake Cushman Resort property owned by the City and adjoining Lake Cushman in Mason County, Washington. This contract shall commence upon issuance and will be completed by September 30, 2019.

B. BACKGROUND

Tacoma Power owns and operates seven hydroelectric dams on four rivers in western Washington including the Cowlitz River Project in Lewis County, the Nisqually River Project in Lewis, Thurston, and Pierce counties, the Cushman Project, in Mason County, and the Wynoochee Project, in Grays Harbor County. The Cushman Hydroelectric Project consists of two dams and associated reservoirs, including Lake Cushman and Lake Kokanee. Lake Cushman is an approximately 9-mile long lake covering 4,000 acres with its northern terminus in Olympic National Park. It is a popular destination for summer recreation activities such as boating, swimming, fishing, and waterskiing.

The Lake Cushman Resort is located at Lake Cushman within Tacoma Power's Cushman Hydroelectric Project. The resort property is within Tacoma Power's Federal Energy Regulatory Commission (FERC) license boundary, but is not part of the license's recreation obligations. Tacoma Power's FERC license expires in 2048.

The resort was operated beginning in 1968 under a 50-year lease that was issued to a private operator. The former resort operator terminated their business operation upon the expiration of the lease in February 2018. Tacoma Power is now evaluating options for future use of the Lake Cushman Resort site.

Other developed recreation sites available to the public at Lake Cushman include the Skokomish Park campground owned and operated by the Skokomish Tribe, six day-use picnic areas along Staircase Road located at the northern end of the lake, and a boat-in day-use site at the lake's southern end. The U.S. Forest Service operates the Big Creek Campground near Lake Cushman and camping and day-use facilities are also provided nearby at Staircase in Olympic National Park.

Boating access to Lake Cushman currently includes one public boat launch at Skokomish Park operated by the Skokomish Tribe and four private development boat launches. A boat launch located on the Lake Cushman Resort property also provided public boat launching opportunities until its recent closure.

C. LAKE CUSHMAN RESORT DESCRIPTION

The Lake Cushman Resort is located near the southern end of Lake Cushman just north of Cushman Dam No. 1 and occupies 10 acres of City-owned land in a wooded setting. The resort formerly offered overnight and day-use recreation amenities. Prior to its termination, the Lake Cushman Resort offered 11 furnished cabins, 20 RV sites, 45 tent sites, restrooms with shower facilities, an approximately 1,200 square-foot convenience store, a 2,500 square-foot deck, former restaurant building, two docks providing moorage and a marine fueling station (the only one on Lake Cushman), and a boat launch. The remaining structures are aged and of varying condition.

It is one of two facilities offering overnight stay on Lake Cushman, the other of which is the Skokomish Park campground located about 3 miles north of Lake Cushman Resort. The resort catered primarily to recreationists interested in camping, fishing, boating, and water sports on Lake Cushman.

Buildings and other permanent improvements associated with the resort included:

- 11 furnished cabins and one cabin shell.
- Public restroom with two flush toilet rooms and two coin-operated shower rooms.
- Approximately 1,200 square-foot store with office and two decks covering approximately 2,500 square feet.
- A former restaurant and dance hall, which was since converted to a residence with a wood stove and sauna.
- Partially covered viewing deck over a three-room shop.
- 20 RV sites with 20-amp hook-ups and water.
- Four triple tent sites, nine double tent sites, and 15 single tent sites, each with fire ring(s) and picnic table(s).
- Day use site with six pedestal BBQ's and picnic tables.
- Outdoor cold water dishwashing station.
- Concrete boat ramp.
- 280-foot long "L"-shaped dock with four 20-foot finger pier, 14 moorage slips, metal ramp, and swim platform with ladder.
- 220-foot "L"-shaped dock with three 20-foot finger piers, nine moorage slips, and marine fueling station.
- Boat rental platform and boat rental dock.
- 1,200 gallon above ground fuel storage tank.
- Five septic systems servicing the property including a pump-up community system for the lakefront area cabins.
- Various underground water and power lines.

Six of the structures, five cabins and the store, are listed as historic properties and comprise of an historic district listed by the State Department of Archaeology and Historic Preservation.

D. INQUIRIES TO RFP

No Pre-proposal conference is being held however, questions and request for clarifications of the specifications may be submitted in writing by **3:00 p.m., Pacific Time, March 19, 2019**, to Samol Hefley, Purchasing Division, via email to ssanders@ci.tacoma.wa.us. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about **March 26, 2019**. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers are not typically considered an addendum.

E. RFP REVISIONS

In the event it becomes necessary to revise any part of this RFP, addenda will be issued to all registered planholders and posted on the Purchasing website. Answers in response to RFP inquiries (see Section 3. C. above) are not typically provided as an addendum.

F. CALENDAR OF EVENTS

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

Publish and issue RFP	March 7, 2019
Pre-Proposal Questions	March 19, 2019
Response to Questions	March 26, 2019
Submittal Due Date	April 2, 2019
Submittals evaluated	April 10, 2019
Interviews/presentations, if conducted	April 17, 2019
Award recommendation	April 26, 2019

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

G. CONTRACT TERM

The contract will terminate upon the completion of the work described in Section 2.

H. RESPONSIVENESS

Respondents agree to provide 60 days for acceptance from the submittal deadline.

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.

The final selection, if any, will be that proposal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this RFP.

I. COSTS TO PREPARE SUBMITTAL

The City is not liable for any costs incurred by the Respondent for the preparation of materials or a proposal submitted in response to this RFP, for conducting any presentations to the City, or any other activities related to responding to this RFP.

J. ACCEPTANCE OF PROPOSAL CONTENTS

The Proposal contents of the successful Respondent will become contractual obligations if a contract ensues.

K. CONTRACT OBLIGATION

The selected Respondent(s) will be expected to execute the Standard Professional Services Contract (Appendix A). As part of the negotiation process, Respondents may propose amendments to this contract, but the City, at its sole option, will decide whether to open discussion on each proposed amendment.

L. COMMITMENT OF FIRM KEY PERSONNEL

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so

could result in cancellation of the Contract. Specific language pertaining to personnel substitution is contained within the sample contract in Appendix A.

M. PROPOSAL FORMAT AND PRESENTATION

Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible. Standard company brochures and resumes are allowed.

N. CONFIDENTIAL OR PROPRIETARY INFORMATION

Information that is confidential or proprietary must be clearly marked on each affected page. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. See items 1.06 of the Standard Terms and Conditions.

O. CONTENT TO BE SUBMITTED

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any proposal containing a substantial deviation from the requirements outlined in this RFP.

Organization of the submittal shall follow the sequence of contents below so that essential information can be located easily during evaluation.

1. Describe your company's ability to provide the service.
2. Describe similar past projects.
3. List key personnel that will handle the project. The personnel listed must be committed to this project for the expected term of the agreement. Include a brief bio or resume outlining the experience of the key personnel that will be involved.
4. Provide your proposed methodology and approach to completing a business case model evaluation for the Cushman Resort property. Include your approach to identifying and selecting business models for consideration, estimating their operating costs, gauging how each model would appeal to the recreating public and satisfy the demand in the Lake Cushman area, and evaluating their business viability potential.
5. Provide your proposed methodology and approach to completing a property management plan for the Cushman Resort property. Identify key plan components that would be included and explain your general approach for developing each component.
6. Provide three client references able to verify the firm's overall expertise for this type of work. The references must have worked with the firm within the last year. Provide complete information such as name of company, contact person, address, phone number, fax number and email address.
7. Fees and Charges / Value / Method of Billing / Hourly Rates
Provide the total cost to complete this work.
 - a. Provide cost breakout including each staff's anticipated hours, hourly rates, travel expenses (payment is limited to actual costs), and any other charges or fees.

- b. Provide estimated cost per deliverable task.
- c. Include a sample invoice to show method of billing for a sample project.

8. Required Forms

- Signature Page
- Prime Contractor’s Pre-Work Form

9. Small Business Enterprise

Please provide answers to the questions below in your proposal. A “yes” answer to any of the questions below will result in the award of five (5) points. Proposers must include the full legal name of all SBE or OMWBE firms.

- Is your firm a certified City of Tacoma SBE firm?
- Is your firm partnering with a certified City of Tacoma SBE firm(s)?
- Is your firm a minority/woman owned firm certified with the Washington State Office of Minority and Women’s Business Enterprise?
- Is your firm partnering with a minority/woman owned firm certified with the Washington State Office of Minority and Women’s Business Enterprise?

10. Credit Card Acceptance

Provide a statement regarding your ability to meet the City’s credit card requirements (below) as well as identifying your reporting capabilities (Level I, II, or III).

- i. Vendors must be PCI–DSS compliance (secure credit card data management).
- ii. Vendors must be set up by their cardprocessing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.

This information is not a consideration in the evaluation process.

P. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

The SAC may select one or more Respondents to provide the services required.

Submittals will be evaluated on the following criteria:

Criteria	Points
Qualifications	30
Methodology and Approach	30
Fees and Charges/Value	25
Submittal Quality, Organization, Completeness	10
Small Business Enterprise	5

The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

Q. INTERVIEWS / ORAL PRESENTATIONS

An invitation to interview may be extended to Respondents based on Selection Advisory Committee review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business days notice.

R. AWARD

After the Respondent is selected by the SAC and prior to award, all other Respondents will be notified in writing by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

S. PAYMENT METHOD - CREDIT CARD ACCEPTANCE - STANDARD

The City, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

The City's preferred method of payment is by credit card. Respondents may be required to have the capability of accepting the City's authorized procurement card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.

1. Payment methods include:
 - a. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires merchants abide by the VISA merchant operating rules.
 - i. Vendors must be PCI-DSS compliance (secure credit card data management).
 - ii. Vendors must be set up by their cardprocessing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
 - b. Check, wire transfer or other cash equivalent.
2. The City may consider cash discounts when evaluating submittals. See 1.20 A. of the Standard Terms and Conditions.

SECTION 2 – TECHNICAL PROVISIONS

A. SCOPE OF WORK / DELIVERABLES

The City is seeking a consultant to help determine the future recreation management strategy for the vacated Cushman Resort property which may range from issuance of a new lease for continued resort operation to a repurposed use of the property. The consultant will use their understanding of resort and recreation properties management strategies to guide the City through a decision process resulting in a management plan for the property. The consultant will also provide support in preparing a request for proposals should the management plan involve utilizing a third-party operator.

Define City's Base Requirements

While working with City staff, the consultant will define the parameters within which any future business at the resort property must operate. The parameters will consider costs to the City and revenue-generating potential, the City's current and anticipated future needs as they relate to the property, potential benefits to recreation and the surrounding community, the level of involvement and control desired by the City in the site operations and management, and future anticipated public recreation FERC license obligations. The City's base requirements will be used to help guide future management of the site especially as it relates to the operation of a private business venture on the property.

Deliverable: Description of City's base requirements

Business Model Evaluation

An alternatives analysis will be conducted for the Cushman Resort property that evaluates potential public recreation uses and access opportunities to Lake Cushman. The evaluation will consider recreation opportunities that the site offers, popular recreation interests, and market viability for conducting a recreation-based business under different business models that could be employed at this location. This evaluation will consider a variety of business models that range from continuing a resort operation with the existing infrastructure to redevelopment of the site to establish new and/or different facilities. The evaluation will consider estimated start-up costs under each scenario, projected operating expenses and revenue potential for each business model to help determine potential viability. Each alternative will be assessed to determine if it satisfies the City's base requirements as described above. The City will select one alternative for which a management plan will be prepared that satisfies the City's base requirements and that fulfills the City's short- and long-term objectives for managing the site.

Deliverable: Business model alternatives analysis document

Resort Property Management Plan Development

A management plan (Plan) for the Cushman Resort property will be prepared based on the selected alternative. The Plan will set forth the guidelines for operating a public recreation facility on the Cushman Resort property that will assure that the City's base requirements are met while enabling successful operation of the intended public recreation facility. The Plan will define the following operational parameters:

- range of recreation amenities to be provided, both required and optional;
- target user group(s);
- minimum hours and dates of operation;
- relationship of the operator to the City; and
- Responsibilities of both the operator and City should they be separate parties.

The Plan will identify the current state of the resort property and its amenities and describe the minimum improvements and modifications necessary to accommodate the selected alternative. This will include site improvements and modifications relating to structures, utilities, infrastructure, recreation

amenities, site layout, and landscape. The Plan will include cost estimates for making these improvements. The Plan will also address projected costs and revenues for both the operator and City for the operation of the target business.

Deliverable: Resort property management plan

Request for Proposal Development Support (Optional)

Following the completion of the previously described tasks, should a third-party operator be required to implement the selected alternative, the consultant will assist the City in developing a Request for Proposal (RFP) to solicit proposals for operating a recreation facility on the Cushman Resort property. The RFP will define the City's base requirements for managing the property and the operator's responsibilities and obligations. The need for the completion of this task will be dependent upon the business model(s) selected by the City and the resulting management plan. This task will be initiated upon the request of the City.

Deliverables:

- Scope of work for operating a recreation facility on the Cushman Resort property under the selected business model
- Base requirements for employing the selected business model
- List of operator responsibilities and obligations
- List of the City's responsibilities and obligations

* All deliverables in this section shall be provided in a digital format compatible with Microsoft Office software.

APPENDIX A

Signature Page

Prime Contractor's Pre-Work Form

City of Tacoma Insurance Requirements

Sample Contract

Condition Assessment of Building and Waterfront Structures at Lake Cushman Resort

City of Tacoma Standard Terms and Conditions

Tacoma Municipal Code Chapter 1.07, Small Business Enterprise

SIGNATURE PAGE

**CITY OF TACOMA
TACOMA POWER GENERATION**

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 Procurement & Payables Division, located in the Tacoma Public Utilities Administration Building North, 4th Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Proposals page near the beginning of the specification for additional details.**

**REQUEST FOR PROPOSALS SPECIFICATION NO. PG19-0090F
LAKE CUSHMAN RESORT PROPERTY MANAGEMENT PLAN**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number
(See Ch. 18.27, R.C.W.)

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



City of Tacoma
 Community & Economic Development
 Office of Small Business Enterprise
 747 Market Street, Room 808
 Tacoma, WA 98402
 253-594-7933 or 253-591-5224

PRIME CONTRACTOR'S PRE-WORK FORM

Company Name _____

Telephone _____

Address/City/State/Zip Code _____

Specification Number _____

Specification Title _____

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers												
Supervisors												
Project Managers												
Office / Clerical												
Apprentices												
Trainees												
TOTALS												

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

Type or Print Name of Responsible Officer / Title _____

Signature of Responsible Officer _____

Date _____

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 prime contractor 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 or Pacific Islander" (A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.), "American Indian or Alaskan Native," 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 253-594-7933 or 253-591-5224.



PG19-0090F CITY OF TACOMA INSURANCE REQUIREMENTS

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

1. **GENERAL REQUIREMENTS**

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

- 1.1. City reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. The insurance must be written by companies licensed in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Policies of Insurance, *such as Commercial General Liability or Commercial Auto Liability or Marine General Liability or Aircraft General liability or Excess Liability*, required under this Contract that name City as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Severability of Insureds", "Separation of Interest", or "Cross Liability" provision and a "Waiver of Subrogation" clause in favor of City.
- 1.5. A Waiver of Subrogation in favor of City for General Liability and Automobile Liability.
- 1.6. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.7. Insurance policy(ies) shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security.
- 1.8. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.9. Contractor shall provide City notice of any cancellation or non-renewal of this required insurance within 30 calendar days.
- 1.10. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City.
- 1.11. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City may, after giving five (5) business day notice to Contractor to correct the breach, immediately



PG19-0090F CITY OF TACOMA INSURANCE REQUIREMENTS

terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City by Contractor upon demand, or at the sole discretion of City, offset against funds due Contractor from City.

- 1.12. Contractor shall be responsible for all premiums, deductibles and self-insured retentions. All deductibles and self-insured retained limits shall be shown on the Certificates of Insurance. Any deductible or self-insured retained limits in excess of Ten Thousand Dollars (\$10,000) must be approved by City Risk Management Division.
- 1.13. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.14. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- 1.15. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City to Contractor.
- 1.16. City, including its officers, elected officials, employees, agents, and authorized volunteers, and any other entities, as required by the Contract, shall be named as additional insured(s) by endorsement for all liability insurance policies set forth below. No specific person or department should be identified as the additional insured.
- 1.17. Contractor shall deliver a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor delivers the signed Contract for the work to City. Contractor shall deliver copies of any applicable Additional Insured, Waiver of Subrogation, and primary and non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.18. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2. SUBCONTRACTORS

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

3. REQUIRED INSURANCE AND LIMITS

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

3.1. Commercial General Liability (CGL) Insurance

The CGL insurance policy must provide limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

The CGL policy shall be written on an Insurance Services Office (ISO) form CG 00 01 (04-13) or its equivalent. Products and Completed Operations shall be maintained for a period of one year following final acceptance of the work. The CGL policy shall be endorsed to include:



PG19-0090F CITY OF TACOMA INSURANCE REQUIREMENTS

- 3.1.1 A per project aggregate policy limit.
- 3.1.2 Contractual Liability-Railroad using ISO form CG 24 17 (10-01) or equivalent if Contractor is performing work within fifty (50) feet of a City railroad right of way.
- 3.1.3 City as additional insured using ISO form endorsements CG 20 10 (04-13) and CG 20 37 (04-13) or equivalent for ongoing and completed operations, or using ISO form endorsement CG 20 26 (04-13) or equivalent for Facility Use Agreements. Neither additional insured provisions within an insurance policy form, nor blanket additional insured endorsements will be accepted in lieu of the endorsements specified herein.

3.2 Commercial Automobile Liability (CAL) Insurance

Contractor shall obtain and keep in force during the term of the Contract, a policy of CAL insurance coverage, providing bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.

Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 9948 endorsement or equivalent if "Pollutants" are to be transported. CAL policies must provide limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage. Must use ISO form CA 0001 or equivalent.

3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states.

3.4 Employers' Liability (EL) (Stop-Gap) Insurance

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

3.5 Professional Liability Insurance (PLI) or Errors and Omissions (E&O)

Contractor and/or its subcontractor shall maintain PLI or E&O covering acts, errors and omissions arising out of the professional services under this contract. Such policy must provide minimum limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000). If the scope of such design-related professional services includes work related to pollution conditions, the PLI policy shall include Pollution Liability coverage. If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

3.6 Other Insurance

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

4. CONTRACTOR

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

SERVICES CONTRACT

Start Questionnaire

Finalize Document

THIS CONTRACT, made and entered into [EFFECTIVE DATE] by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **[INSERT legal name of Supplier exactly as it appears in Ariba]**, (hereinafter referred to as "CONTRACTOR");

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

1. Scope of Services/Work

The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in Exhibit XXXXX [A, B, ETC., if needed] attached hereto and incorporated herein.

2.

3. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

4.

5. Term

All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended in writing by the Parties.

6.

7. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event

CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

8. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [in accordance with OR on the basis of] [INSERT DESCRIPTION OF COMPENSATION ARRANGEMENTS – REFERENCE EXHIBIT, TIME AND MATERIALS, LUMP SUM ETC.]

9. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ [INSERT TOTAL AMOUNT OF CONTRACT] without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

10. Payment

CONTRACTOR shall submit XXXXXXXXX {monthly, weekly, annual, Contract milestone, etc.} invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

11. Payment Method

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

12. Independent Contractor Status

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

13. Services Warranty

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

14.

15. Contract Administration

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

16. Specific Personnel

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law.

This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

17.

18.

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of _____ [INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

19. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY:	CONTRACTOR:
Name:	Name:
Title:	Title:
Address:	Address:
Telephone No.:	Telephone No.:
E-mail:	E-mail:

20. Termination

Except as otherwise provided herein, the CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

21. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

22. Taxes

CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

23. Licenses and Permits

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

24. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily

injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.

25. Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

26. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

27. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

28. Conflict of Interest

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of

this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

29.

30. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

31. Confidential or Proprietary Records Must be Marked

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

32.

33. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not

limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

34. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

35. Miscellaneous Provisions

Governing Law and Venue

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

Assignment

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

No Third Party Beneficiaries.

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Waiver.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

Severability and Survival.

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

|

Entire Agreement.

This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

Modification.

No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

Direct Solicitation and Negotiation

For service contracts valued \$25,000 or less the City signature authorizes waiver of competitive solicitation by "Direct Solicitation and Negotiation" of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:
By: _____

CONTRACTOR:
By: _____

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

Director of Finance: _____

City Attorney: _____

Approved By: _____

10 November 2017

Mr. Bret Forrester
Tacoma Power
3628 South 35th Street
Tacoma, Washington 98409

Subject: Condition Assessment of Building and Waterfront Structures at Lake Cushman Resort
4621 North Lake Cushman Road, Hoodspport, Washington, Mason County

Legal Description: TR 2 of Section
Assessor's Parcel No.: 42205-00-60020 (Real Property) and 50-01018 (Improvements)
Size of Property: 10.36 acres
Land Use Code: Per Mason County's Land Use Code – Classification as "Rural
Tourist (RT) and Rural Tourist Campground (RTC) Uses"

Dear Mr. Forrester:

At your request, BergerABAM performed a general facility condition assessment of the building structures and waterfront structures at Lake Cushman Resort located at 4621 North Lake Cushman Road, Hoodspport, Washington. Al Bryant, architect; Lars Holte, structural engineer; and Matt Perry, senior construction specialist, performed the inspection of the building structures and waterfront structures on 4 October 2017. Rocky Anderson, civil engineer with ADC Wastewater Engineering, performed the inspection of the on-site sewage system on 6 October 2017.

ASSESSMENT OF THE BUILDINGS

The assessment included the following facilities. Rental Cabins 2 through 12. Cabin 1 is a cabin with an unfinished interior and is currently being used as a storage facility. There are also two identical log structures (not numbered) located south of the existing boat launch ramp used as storage facility. There is a small public restroom/shower building for the resort campers to use. Additionally, there is a "General Store" retail facility with a public deck area and maintenance shop area located under the public deck area. The final structure on the site is the two-story caretaker's private residence. The review was to provide a general overview of the current existing architectural conditions of the structures on the Lake Cushman Resort site.

This review will provide general information related to the current architectural conditions of the structures, along with noted deficiencies based on current building codes and

recommendations to repair and/or replace issues noted. Because these are all existing facilities, they were either constructed under the building code at the time of construction or if built prior to 1975, Mason County did not require building permits for structures in unincorporated Mason County, if residential in nature. The actual date of construction for the various structures in this report are based on the Mason County Assessor's files, which indicated all structures were built in 1962. However, our impression is the buildings were built or rebuilt during the 1960s to early 1970s. Several of these structures (Cabins 2 through 6, the General Store, and caretaker's residence) appear to be built from a construction kit package manufactured by Pan Abode International of British Columbia, Canada. The exterior and interior wall system is a solid Western Red Cedar 3x6 T&G lumber, stacked using a Danish-style interlocking notch at corners, see Photo 6. These walls are solid with no cavity for insulation or other interior or exterior finishes as one would find in traditional wood-framed construction today.

Cabins 2 through 6, see Photo 1, are of the same floor plan but with different exterior deck layouts. The basic cabin plan is 17 by 20 feet. The single structure over a very limited crawl space includes a living room, bedroom, kitchen/eating area, and bathroom. The bathroom has a lavatory sink unit, toilet, and shower stall. These cabins are very simple, one-story living space over a crawl space, rectangular plan, and with a low gable roof structure (less than 6 feet of rise in a 12-foot run). Currently, these cabins have an asphalt/fiberglass shingle. The exterior wall surface is that of the standard Pan Abode 3x6 T&G logs. The corners of both interior and exterior walls are notched logs (the special Pan Abode feature for the "Classic Timber Design"). Cabins 2 through 5 are located less than 10 feet to the shoreline bulkhead wall. These cabins face directly to Lake Cushman to the west and are exposed to the weather from the south.

All four of the Cabins 2 through 5 interior south wall indicated water staining below the larger south facing window and extending to the east along the solid wall surface next to the large window, see Photo 5. These Pan Abode cabins have all of wood window sashes with single pane glazing. There does not appear to be any metal flashing at the window sill or head for the exterior window trim. The window trim is lapped over the wood siding, and sealant has been installed between the wood trim and exterior solid wood log, see Photo 4. Most of this sealant installation has or is failing around the windows of these cabins. Some of the water stain marks could also be from condensation on the single glazing, but there is also water staining on the solid wall surfaces next to the window units. We suspect the joint between the logs has opened up to the point where water and moisture can enter the cabin wall system. This type of joint may be seasonal due to temperature and moisture levels in the wood. The wood windows all appear to lack weather stripping for the casement-style windows, and the window hardware is in very poor conditions or replaced with different window hardware types not related to the original window hardware. The windows in the bedroom, bathroom, and kitchen/eating areas are in somewhat better conditions. However, the exterior sealant at these windows is also failing or has failed, see Photo 13. The windows at some point in time need to be repaired or

possibly replaced. The south facing window frame joints are opening up, and the wood is showing signs of major weathering, see Photo 3. In some of the windows, the glazing has been replaced due to breakage, but the quality of the putty installation at the window stops is not acceptable. The workmanship is very poor and the sealant has not been repainted to the match the window conditions, see Photos 11 and 12.

These cabins do not have gutters or downspouts. However, on Cabin 4 on the south roof eave, there is part of an old wood gutter, see Photo 9. We assume the original design for all of the cabins included wood gutters and metal downspouts, but now all of the cabins are missing gutters and downspouts. We strongly recommend the addition of gutters and downspouts. The fascia board is showing signs of rot and major bending on the gable eaves while the edge of the T&G roofing sheathing lumber is also showing signs of rot. Typically, this area would be covered by metal flashing into the gutters. The asphalt/fiberglass shingles are at about the end of their life expectancy. The roofing biological growth needs to be removed as soon as possible. When the roofing shingles are replaced, all layers of the old shingles need to be removed down to the roof sheathing, see Photos 15 and 16. We expect to have areas of roofing sheathing replaced due to the rot indicated at several roof edge conditions. The gable end fascia boards will also need to be replaced at several locations due to the overall warping.

For the roofing and plumbing piping flashing issues, vent piping in the current state plumbing code requires the vent piping to extend a minimum of 6 inches above the finish roofing. Current conditions do not always meet this minimum height requirement. In several of the log-style wall construction cabins, the vent piping is exposed on the exterior wall surface and is approximately 10 feet high above the finish grade. There is a code exception that allows plumbing vent piping to be freestanding a minimum of 10 feet above surrounding conditions; however, we have not encountered this type of interruption in building construction in the past. Of concern is that at several locations the roof overhang is directly above the vent piping and within less than 18 inches of the vent piping opening, see Photo 2.

Because all of the cabins have a stair access to the entry door or deck at the entry level, there are wood stairs and handrails at the stairs. Most of the entry stairs have a guardrail and separate handrail attached to the guardrail, see Photo 7. Of concern is the current building code requires handrails to be installed between 34 inches and 38 inches and extend horizontally not less than 12 inches beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser. This is not the condition at any of the stairs at the Lake Cushman Resort that were reviewed see Photo 14. Some of the guardrail conditions include a 4- by 4-inch chain link mesh, which is acceptable, thus reducing the allowable size of opening in the guardrail. Others only have one cross wood support below the top guardrail, which currently does not comply with the current building code, see Photo 18.

Cabins 7 and 8 are of a different construction system; not log construction and appear to be 2x4 wood stud wall structures with finished wood shingles on the exterior, and interior finish walls are either wood paneling of various systems or interior wood shingles, see Photo 21. The floor plan is a simple rectangle plan along with a gable roof structure. Both of these cabins are located such that there is a tall crawl space under the cabin, see Photo 20. Of concern is a portion of an existing masonry chimney exposed within the cabin and above the roofline, see Photo 23. However, on the interior, the masonry does not appear to return to the foundation but is rather supported by wood framing, see Photo 22. This is not acceptable per the building code. In Cabins 7 and 8, the masonry chimney does not appear to have any current functional use as no wood burning stove or fireplace is connected to the existing chimney. Both Cabins 7 and 8 cabin roofing system appears to be 2x4 wood rafters at 24 inches on center with space wood sheathing and asphaltic/fiberglass shingles. Neither cabin's roof system has gutters or downspouts.

It appears both of these cabins have been remodeled at some point. Both units are two bedrooms but appear to have been originally only a one-bedroom unit. These add-on bedrooms appear to have originally been a part of the cover entry porch that was enclosed, see Photo 24. Two of the four interior walls of the second bedroom have exposed wood shingles that appear to match the exterior except for finish color. The infilled walls interior finish is a wood paneling type. Both cabins have wood-framed windows that are either fixed or sliders. The wood slider windows have a fixed screen over the entire window opening. In addition, both cabins have a covered west facing porch/deck area overlooking Lake Cushman. The porch/deck area roof is a low-sloped shed roof from the cabin to the west with exposed 2x4 wood-framing rafters and spaced wood sheathing.

Cabin 9 was not constructed or rebuilt at the same time as the other cabins reviewed. While the plan is similar to the other one-bedroom cabins with an entry deck, the construction materials are different, see Photo 25. The exterior 2x4 wood-framed wall is finished on the exterior with painted T1-11 vertical wood siding for the 8 feet in height, with the two gable ends finished with painted oriented strand board above the 8 feet in height to the underside of the roof structure, see Photo 26. The windows are white aluminum windows either fixed or horizontal slider operation. The operable windows have an overall screen over the entire window. The roof structure appears to be 2x4 exposed rafters at 24 inches on center. With the existing ridge and eave spacing, the roof structure is likely wood trusses at 24 inches on center with 2x4 rafter tails. The roof structure is covered with oriented strand board sheathing and asphalt/fiberglass shingles. There are no gutters or downspouts at this cabin.

The interior wall finishes are an inexpensive wood paneling system. The ceiling system is a flat 2x2 wood grid with texture ceiling wood panels attached to the ceiling joists. The flooring is sheet vinyl in the kitchen/seating and bathroom areas. There is carpet in the bedroom and living room areas. The entry deck has a 4x4 chain link mesh from the top guardrail down to the

decking. The handrail issue is the same condition as noted for all cabins at the Lake Cushman Resort.

Cabin 10 has the construction style of Cabins 7 and 8 along with several additions over time, see Photo 27. The exterior walls appear to be 2x4 wall construction with sheathing and exterior finish of wood shingles. The additions are a closet for the bedroom and expansion of the bathroom (only bathroom with a full-size tub in any of the rental cabins). This cabin is likely the same age as Cabins 7 and 8 but is provided with a wood-burning stove in the living area, a larger kitchen than the other cabins, and a full-size bathroom. The interior walls are a wooden board and batten painted wood system. The ceiling is similar to the wall finish with the board and batten finish. There is a masonry chimney in this cabin supported by wood framing as noted in Cabins 7 and 8. However, this masonry chimney appears to be lined with a stainless steel flue duct from the wood-burning stove up through the room, see Photo 30. The masonry chimney terminates at the roof and is capped with metal cap, and the metal flue duct continues above the finished roof. The exterior wood shingles are the additions that do not align or match with the original wood shingles, see Photo 28. The workmanship of the wood shingles on the additions is very poor. It appears some of the voids in the wall have been filled with foam sealant to seal any openings and/or cracks, see Photo 29. Uncertain if this is intended as a temporary solution or permanent solution. Cabins 7 through 10 are located very close to large-scale trees, and the roofs of these cabins likely need much more maintenance than the other cabins. Suggest removing some of the very close trees by the cabin, which might help in the long-term maintenance needs of the roofing.

Cabins 11 and 12 are connected together to provide a much larger cabin. These two cabins are actually a duplex cabin type, see Photos 31 and 32. There is an interior door that unlocks to allow the two cabins to function together as one large cabin with multiple bedrooms, bathrooms, and kitchens. The exterior walls are 2x4 wood studs with the exterior sheathing covered with beveled wood siding. The roof structure is a low-slopped gable roof with the main roofing section slopping toward the entry or from the cabins. The 4x4 rafters appear to be spaced at about 48 inches to 60 inches on center with 2x6 T&G decking. The roofing system is an asphalt/fiberglass shingle. The front elevation has a metal gutter and rectangle downspouts. However, there is no gutter and downspout on the backside of these two cabins. Each cabin has wood-framed windows, both fixed and horizontal sliders, and French-style entry doors to the cabins. There is a separate entry deck for each cabin and a common deck between the two cabins. There is a freestanding wood stove in each unit with a stainless steel flue chimney through the roof structure. Each cabin has a wood paneling finish for the finished interior walls along with sheet vinyl floor in the kitchen/eating area and bathroom. The bedrooms and living areas have a carpet for the floor finish. The finish ceiling is the underside of the exposed roof decking structural system. On the north side of Cabin 11 overhang is a 10-inch by 12-inch roof decking area of rot that needs to be repaired and/or replaced, see Photo 33.

The retail General Store is a single-story structure of the "Pan Abode" log wall construction as noted for Cabins 2 through 6, see Photo 34. The exterior and interior wall systems are an exposed 3x6 T&G cedar log with notched ends where walls cross each other. The rectangular plan, low-sloped gable roof structure uses similar T&G decking for sheathing and solid wood timbers for support beams, see Photo 35. The roof is finished with the typical asphalt/fiberglass shingles. Exterior windows are wood framed both fixed and casement windows with single pane glazing. The wood trim around the windows is sealed with sealant to the face of the exterior finished log. The roof drains into metal gutters and rectangular downspouts on the south and north sides of the building. The fascia board on the gable ends is indicating some major wrapping in the wood.

The caretaker's private residence is the largest structure at the Lake Cushman Resort. The structure is two stories with "Pan Adobe" log wall construction but only on the upper story that is the main entry level to the structure, see Photo 39. The lower floor above the piling appears to be a traditional 2x4 wood stud wall framing system with the exterior finish over the sheathing as board and batten finish. See the structural review for the foundation and piling conditions. The interior wall construction for the upper floor is the same Pan Abode 3x6 T&G cedar log. The roof structure is similar to the General Store roofing system with 2x6 T&G wood decking over structural wood solid lumber beams. The finish roofing is asphalt/fiberglass shingles with metal gutters and downspouts on the low eave side of the roof on both the west and east elevations. The upper floor exterior windows are wood frame of both fixed and casement units while the lower floor windows are the same as found in Cabin 9, aluminum fixed and slider windows. These aluminum window frames typically have the false muntin bars applied to the interior glazing surface. The upper floor has a major deck along the west elevation (Lake Cushman side of structure). The decking system appears to be wood joists with 1-1/8-inch-thick plywood decking and a membrane over the decking to provide waterproofing, see Photo 42. The upper deck assembly has a 2x6 T&G as the finished soffit. The membrane is a walkable surface, though the details at the exterior wall is minimal. The decking continues, though much narrower on the north and south elevations but with only spaced wood decking, no membrane surface. The guardrail system along the north elevation at the upper floor level is showing signs of rot and wood failure, see Photos 40 and 41.

For the on grade deck, see Photo 36, and below grade maintenance shop/storage facility under the on grade deck, there is a partial wood decking on grade structure and it is attached to the membrane covered wood decking roof structure for the day lighted basement maintenance shop/storage facility. While the membrane covered roof deck is showing sign of age, there were no apparent water leak stains in the facility below the deck. However, there is a post and beam/rafter open air roof covering structure above the membrane covered deck area, see Photo 37. The wood column bases for this structure are showing signs of failure with limited amounts of wood rot, see Photo 38.

The restroom/shower facility is limited to two unisex bathrooms, each with a lavatory and a toilet and related grab bars in each bathroom and two private separate shower/dressing rooms, see Photo 43. The structure is 2x4-stud wall framing with T1-11 exterior wood siding and 4x6 rafters with 2x6 T&G sheathing covered with asphalt/fiberglass shingles. There are metal gutters and downspouts on the eaves of the gable roof system. Interior floor is a concrete slab on grade, and the ceiling is exposed wood decking for the roof sheathing.

Cabin 1, which has an unfinished interior, both walls and ceilings, and no plumbing in the current condition, is being used as a storage facility, see Photo 44. The cabin walls are 2x4 wood studs with re-sawn plywood siding and bevel siding above the plywood siding on the gable ends of the cabin. The roof system is a wood truss system with 2x6 ceiling joists and 2x4 wood rafter at 24 inches on center. The original wood sheathing appears to have been a spaced sheathing for very long (likely 24 inches) double layer of wood shingles. However, the shingles have been covered with another spaced wood sheathing and covered with metal corrugation panels. There are no gutters or downspouts on this building. The windows are the same as found in Cabin 9, aluminum fixed and slider windows.

The final two facilities reviewed were two identical log structures, see Photo 45. These two facilities are currently being used as storage facilities. The log cabin is 12 feet 4 inches long by 10 feet 4 inches wide with another 8-foot-long by 10-foot-4-inch deck in front of the log structure. These are not Pan Abode structures; rather full depth logs with a vertical cut face on the interior and notched at the intersection with other walls. The interior is currently unfinished. The roofing system is covered by a metal standing metal seam roofing. The windows are the same as found in Cabins 1 and 9, aluminum fixed and slider windows and are trimmed with wood on the exterior.

ASSESSMENT OF THE WATERFRONT STRUCTURES

The waterfront structures at the resort include timber and plastic floating docks, timber bulkheads, a concrete abutment/building foundation, waterfront concrete sidewalk, a concrete boat ramp, and a timber pile-supported residence. These structures are experiencing a variety of deficiencies, most notably erosion and dry rot. The structures vary from good to poor condition.

The plastic floating docks are in front of the cabins at the north end of the property, see Photo 46. These floats are in good condition with only a few loose cleats and one broken cleat noted. Anchorage of the floats was typically through use of chains to various anchor attachment points. Some chains appeared to be missing; however due to the lake level at the time of the inspection, the floats were out of the water. The timber bulkhead sections are between the plastic docks and the cabins at the north end of the property. The bulkhead is generally in poor condition and has failed in some locations, see Photo 47. The steep bank of the lake has led to erosion of the shoreline, which has undermined the bulkhead leading to its failure.

The concrete boat ramp, sidewalk, and abutment/building foundation are all experiencing undermining due to erosion of material beneath them. The boat ramp has failed at the offshore end due to the lack of supporting soil beneath it, see Photo 48. The sidewalk has extensive material loss and has been roped off to prevent public use, see Photo 49. Numerous attempted repairs were evident under and around the sidewalk; however, the extensive undermining still remains. Undermining of the concrete bulkhead/building foundation is less extensive due to its slightly higher elevation above the lake; however, repairs would still be recommended to prevent it from undermining further.

The timber pile-supported residence is in good condition offshore where the piles, bracing, and pile caps all appear to be sound with the exception of two broken bracing boards, see Photo 50. However, at approximately the same elevation as some of the other more significant erosion issues mentioned above, the bank is abruptly steeper. In this area of the steeper bank, there are once again erosion issues, as well as dry rot in the piles and pile caps. Some of the piles and pile caps on the landside of the residence are in poor condition. There is one pile at the northeast corner of the residence that is exposed all the way down to the tip due to washout of bank, which has caused it to drop away from the pile cap, thus offering no support to the structure, see Photos 51, 52, and 53. A 4x4 post has been placed under the end of the pile cap to replace the support previously provided by the washed out pile. One pile was driven through another pile likely damaging it, see Photo 55, which has allowed the center to rot, leaving only a 3-inch shell of a pile. The pile cap is experiencing dry rot in several locations and is crushing at two piles; as seen in Photo 55. Pile cap dry rot was also visible on the exterior of the pile cap soffit at midspan in one location, see Photo 56. Additionally much of the deck off the landside of the residence is unsupported, as the soil below it has eroded, see Photos 57 and 58.

ASSESSMENT OF THE ON-SITE SEWAGE SYSTEM

ADC Wastewater Engineering did not observe surfacing sewage or notice abnormal conditions, such as wastewater-related odors, within the resort. Further, ADC notes that soil conditions noted in Mason County Health Department permits, as well as Natural Resources Conservation Service soils maps, indicate well-drained soil profiles that lend themselves to long-term functional on-site sewage system (OSS) operation. Based on surface observations, maintenance reports filed with the Mason County Health Department, and information provided by the resort manager, the OSSs appear to be functioning as of ADC's site visit on 6 October 2017. Additional details of the assessment of the OSS can be found in Appendix B.

RECOMMENDATIONS

Based on the field observations and structural assessment of the conditions of the buildings and waterfront structures, we recommend the following repairs/assessments be made as soon as possible. The rest of the recommendations listed under the assessment of the different buildings can be addressed as part of a maintenance/upgrade program for the resort.

1. The integrity of the pile at the northeast corner of the residence should be restored as soon as possible. A failure of the 4x4 post supporting the pile cap could result in significant damage to the residence.
2. The integrity of the rotting pile cap under the east side of the residence should be evaluated by an engineer to determine the severity of the damage.

The building features described in this report that are noted as not in compliance with the current building code requirements are grandfathered conditions due to the age of the construction. Any code recommendation upgrades would not be necessary unless the structures were to undergo a substantial remodel and/or renovation.

CLOSING

We thank you for this opportunity to provide our services to Tacoma Power. Please feel free to call me at 206/431-2289 if you have any questions or would like to discuss this report further.

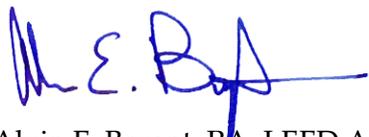
Sincerely,



Lars E. Holte, PE, SE, LEED AP
Senior Project Manager



Matthew A. Perry
Senior Construction Specialist/Dive Supervisor



Alvin E. Bryant, RA, LEED AP
Senior Project Manager

:nb

Attachments

Appendix A, Photographs

Appendix B, ADC System Evaluation Report

**Condition Assessment of Building and Waterfront
Structures at Lake Cushman Resort
4621 North Lake Cushman Road
Hoodsport, Washington**

**Appendix A
Photographs**

APPENDIX A - PHOTOGRAPHS



Photo 1. Cabin 2 west elevation.



Photo 2. Cabin 2 plumbing vent piping location exterior of cabin wall but not through the roof.



Photo 3. Cabin 2 exterior window frame condition. Open joint between vertical and horizontal window frame members.



Photo 4. Cabin 2 exterior window wood trim, sealant failure between wood trim and wood siding. Typical condition at most all window trim on exterior window.



Photo 5. Cabin 3 interior south exterior wall condition with water stains. Typical condition at Cabins 2 through 5 for south interior wall. Notice condition of wood window sash.

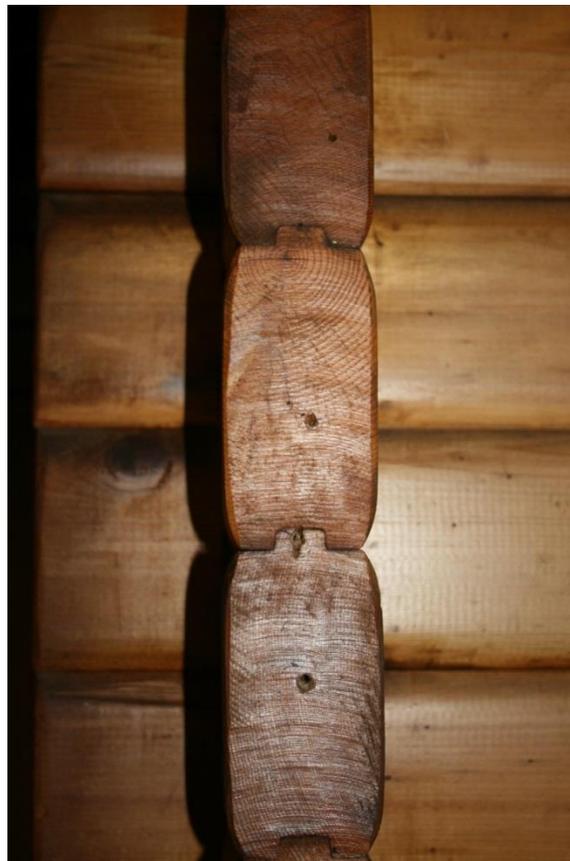


Photo 6. Cabin 3 typical interior and exterior wall construction for “Pan Abode” log walls. Typically tongue and groove log is net 2-3/4 inches wide by 5-1/2 inches high.



Photo 7. Cabin 3 typical exterior handrail that does not extend below top and bottom treads per building code.



Photo 8. Cabin 3 typically in several cabins. Suggestion to add more power outlets for power needs in the cabins.



Photo 9. Cabin 4 only existing wood gutter still in place. Gutter has rotted out and needs to be replaced with metal gutters. The need for gutters and downspouts is typical for most all cabins.



Photo 10. Cabin 4 condition of where gutter has rotted away and rot damage has occurred for roof decking lumber. Notice the condition of warping of the 1 x fascia board at the rake side of the roof on the left side of photo.



Photo 11. Cabin 4 poor quality of workmanship in the glazing putty installation at a glass panel replacement.



Photo 12. Cabin 4 wood casement window condition (water leakage and stains and no finish left on wood window).



Photo 13. Cabin 5 south facing exterior wood sash window with wood trim. Sealant is cracking and has failed. Notice condition of wood trim and wood window surfaces. Major repair and rehabilitation will be required to maintain water tightness. Exterior wood log siding requires repainting or restaining.



Photo 14. Cabin 6 note the handrail on the entry stair is higher than the guardrail. Building code requires guard railing to be higher than handrail, typically 42 inches high. The hand railing should be between 34 inches and 38 inches high and extend one tread beyond bottom tread of the stair and 12 inches beyond the top riser of the stair.



Photo 15. Cabin 6 wood fascia conditions at eave and rake connection. Multiple layers of asphalt/fiberglass shingles.



Photo 16. Cabin 6 too many layers of old existing asphalt/fiberglass shingles.



Photo 17. Cabin 6 major repair and/or replacement of wood entry door and jamb is suggested.



Photo 18. Cabin 6 the openings in the existing wood guardrail are too large. Typically, the allowable opening shall not allow passage of a sphere 4 inches in diameter from the walking surface to the required guard height.



Photo 19. Cabin 6 replace damage sheet vinyl flooring due to burn or stain in the existing floor.



Photo 20. Cabin 7 note area of plywood siding versus wood shingle siding. It appears an entry covered porch was enclosed at some point in time to create the second sleeping room.



Photo 21. Cabin 7 west elevation of cabin and covered deck area. Note siding is wood shingles.

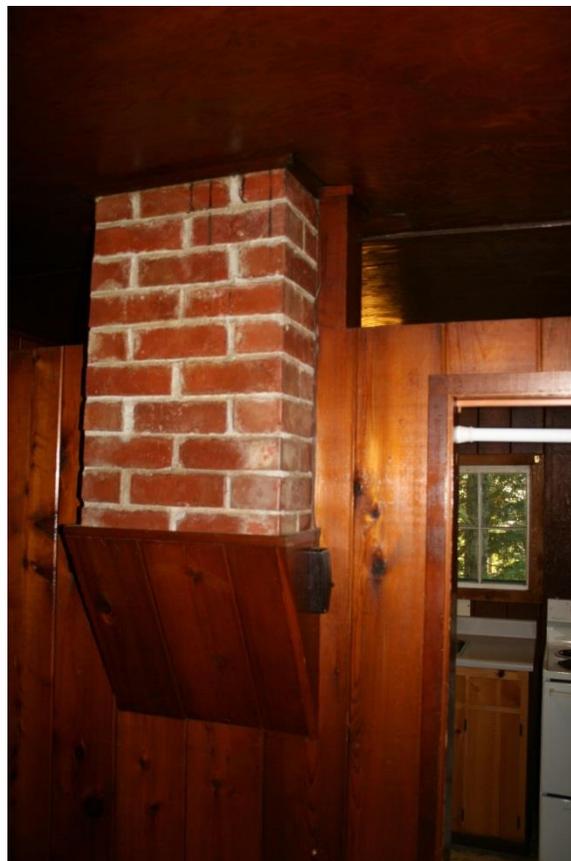


Photo 22. Cabin 7 existing brick masonry chimney not in use is being supported by wood framing. Chimney does not appear to be supported by a foundation. Suggest complete removal of brick masonry chimney within cabin and above the roof. Similar condition is also found in Cabin 8.



Photo 23. Cabin 7 existing brick chimney extends above the existing roof but is does not appear to be supported by a foundation but only by wood framing. Suggest complete removal of brick masonry construction.



Photo 24. Cabin 8 existing entry without any infill or remodel as noted in Cabin 7.



Photo 25. Cabin 9 newer construction than Cabins 2 through 8.



Photo 26. Cabin 9. T1-11 wood siding up to 8 feet high with oriented strand board above that on the gable elevations of the structure.



Photo 27. Cabin 10 front entry elevation.



Photo 28. Cabin 10 back elevation at additions. Poor quality of construction as wood siding is a mixture of wood shingles and wood beveled siding. Open joints have been filled with foam sealant to close the gaps. Fascia trim doesn't match or align. Very poor detailing and workmanship.



Photo 29. Cabin 10 addition to original cabin doesn't match existing construction methods or design details. There are now large gaps in the siding have been filled with sealant foam. There is mixtures of wood shingle siding and beveled wood siding. The installation quality is very poor.



Photo 30. Cabin 10 a masonry chimney supported by wood framing. Not building code acceptable. Note this brick masonry chimney appears to have a metal flue lining to serve the wood burning stove in the living room area of the cabin.



Photo 31. Cabins 11 and 12 - These units are designed as a duplex cabin with a interior door between the units.



Photo 32. Cabin 12.



Photo 33. Cabin 11 damage to rake edge of roof on cabin. Roof sheathing decking, 2x6 should be repaired and/or replaced.



Photo 34. General Store south entry elevation.



Photo 35. General Store east elevation.



Photo 36. Deck area south of General Store with maintenance area under deck area.



Photo 37. Membrane covered deck open air structure on deck area.



Photo 38. Wood column condition at base of column on membrane deck.



Photo 39. Caretaker residence view from the lake looking toward the west and south elevations.



Photo 40. Caretaker's residence condition of second level wood decking support along north elevation of residence.



Photo 41. Caretaker's residence condition of deck support at second level and guard railing system.



Photo 42. Caretaker's residence conditions of decking material from underside of second level deck.



Photo 43. Restroom/shower facility.



Photo 44. Cabin 1 currently unfinished on the interior and being used as a storage facility.



Photo 45. Two storage units currently unfinished on the interior and being used as storage facilities. These two log structures are located south of the boat launching ramp on the site.



Photo 46. Plastic floats



Photo 47. Failed bulkhead.



Photo 48. Failed boat ramp.



Photo 49. Undermined sidewalk.



Photo 50. Offshore residence piles, pile caps, and bracing.



Photo 51. Fully exposed pile at northeast corner of residence.



Photo 52. Gap between pile and pile cap at northeast corner of residence.



Photo 53. Fully exposed pile and adjacent framing at northeast corner of residence. The 4x4 post bearing directly on the ground provides support for deck and part of residence.



Photo 54. Crushed pile cap.



Photo 55. Pile damaged when driven through existing pile.



Photo 56. Rotting pile cap.



Photo 57. Undermined concrete slab at entrance on east side of residence.



Photo 58. Erosion of deck support at northeast corner of residence.

**Condition Assessment of Building and Waterfront
Structures at Lake Cushman Resort
4621 North Lake Cushman Road
Hoodsport, Washington**

**Appendix B
ADC System Evaluation Report**

LAKE CUSHMAN RESORT

EXISTING CONDITIONS EVALUATION

PREPARED FOR

BergerABAM
33301 Ninth AVE S, Suite 300
Federal Way, WA 98003

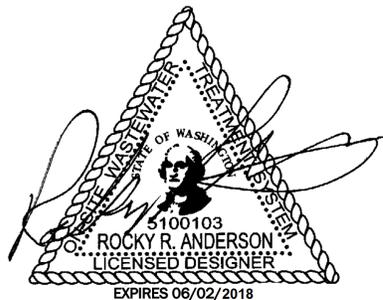
PROPERTY ADDRESS

4621 N Lake Chushman Road
Hoodsport, WA
Mason County

PREPARED BY

ADC Wastewater Engineering
729 Court C
Tacoma, WA 98402
253.203.1200
Rocky@adcinfo.com

October 2017



LAKE CUSHMAN RESORT

Existing Conditions Evaluation

1. INTRODUCTION 1

2. PROJECT INFORMATION 1

 2.1 *Property Description and OSS information.....1*

 2.2 *Site Observations of Onsite Sewage Systems2*

3. SYNOPSIS OF FINDINGS: 2

4. CLOSING 2

Attachment 1: Resort Map

Attachment 2: Site Photos

Attachment 3: OSS As-Built or Permits on file

Attachment 4: Maintenance Records provided by Mason County Public Health

1. INTRODUCTION

ADC Wastewater Engineering (ADC) was retained by BergerABAM to provide an existing conditions evaluation of the onsite sewage systems (OSSs) at Lake Cushman Resort, located at 4621 North Lake Cushman Road in Hoodspport, WA. The purpose of the evaluation is to meet criteria outlined by BergerABAM, including:

1. Review pertinent historical documents including those found on file with Mason County Health Department
2. Perform a site visit to the resort, identify the system locations (if possible), and evaluate the surface conditions around the OSSs that serve the resort.

ADC contacted Mason County Health requesting information on the OSSs using the following property identifiers:

- Parcels 42205-00-60020 (Real Property) and 42205-50-01018 (Improvements)
- Addresses 4621 North Lake Cushman Road, Hoodspport, Mason County, WA

On October 6, 2017 ADC traveled to the resort to observe, where possible, the condition of the tanks, drainfields, and conveyance systems for the OSSs. ADC notes that observations were made of surface conditions only. No lids were pulled and no excavations were made.

2. PROJECT INFORMATION

2.1 Property Description and OSS information

Lake Cushman Resort is located in Mason County, WA and includes two parcels: 42205-00-60020 and 42205-50-01018. The property, located at 4621 North Lake Cushman Road in Hoodspport, WA consists of fifty campground sites (tent and RV), twelve cabins, a residential structure, and a grocery store with snack bar.

Based on available records and discussions with the resort's manager, there appear to be five OSSs on the property. For the purposes of this report, ADC has identified the systems as OSS 1 through OSS 5. Their approximate locations are shown on the Resort Map (Attachment 1). Where system access points were readily visible, a photo was taken of the area for reference and shown on the Site Photos attachment (Attachment 2). The five systems serve the following:

OSS 1. The store and house are connected to OSS 1. The house used to have a restaurant, but is now a single-family residence. According to the resort manager, two people occupy the residence, and the tank lid is located under the shrubs near the front door of the house (see Attachment 2). The manager did not know where the drainfield was located, and ADC could not readily identify its location. Based on topography, it is most likely located under or adjacent to the main access road adjacent to the house and store. This OSS appears to be the original 1968 system (see Attachment 3).

OSS 2. Cabins 2-6 are connected to OSS 2, which was installed in 2008. Based on as-built drawings and site observations, the drainfield appears to be located under or adjacent to tent site 21. ADC did not find any inspection ports in the drainfield area, but did observe three lids over the tank area (see Attachment 2). This appears to be the third system serving these cabins since the mid-1960's (see Attachment 3).

OSS 3. Cabins 7 and 8 are connected to OSS 3. ADC did not observe any tank lids or drainfields for this system. The property manager stated the drainfield is located under or adjacent to RV site 9, and both cabins are connected to a single septic tank located somewhere between the cabins. No records were found or provided for this system.

OSS 4. Cabins 9 and 10 and the restroom building are connected to OSS 4. The resort manager pointed out the location of a distribution box that connects cabins 9 and 10, and drains to the restroom septic tank. According to the resort manager, cabins 9 and 10 connect to a septic tank prior to the distribution box, but the tank's location is not known. The distribution box is located at the corner of the road below cabin 10 (see Attachments 1 and 2). We could not readily identify the main system's tank lids or drainfield, but they appear to be located just downhill of the restroom and parallel to the main access road. This OSS appears to be the original 1976 system. While there are permits referencing the system serving the restroom (see Attachment 3), we did not find any records showing cabins 9 and 10 connected to the system.

OSS 5. Cabins 11 and 12 are connected to OSS System 5. The septic tank is located to the left of cabin 11 adjacent to the main access road, and there are two 8" capped PVC pipes at grade (see Attachment 2). We could not readily identify the drainfield, but the property manager reports that it is likely located under RV site 11. We did not find any records for this system.

2.2 Site Observations of Onsite Sewage Systems

There is limited information available on the existing systems, other than OSS 2, installed in 2008. ADC's assessment was limited to surface observations. No abnormal conditions were observed at the time of our site visit. The property manager indicated that there have been no significant issues with any of the OSSs in recent history other than the replacement of the failed OSS 2 in 2008. Based on the maintenance records obtained from the Mason County Public Health database, there does not appear to be any indication of trouble with the systems.

3. SYNOPSIS OF FINDINGS:

ADC did not observe surfacing sewage or notice abnormal conditions such as wastewater-related odors within the resort. Further, ADC notes that soil conditions noted in Health Department permits, as well as NRCS soils maps indicate well drained soil profiles that lend themselves to longer-term functional OSS operation. Based on surface observations, maintenance reports filed with the Mason County Health Department, and information provided by the resort manager, the OSSs appear to be functioning as of ADC's site visit on October 6, 2017.

4. CLOSING

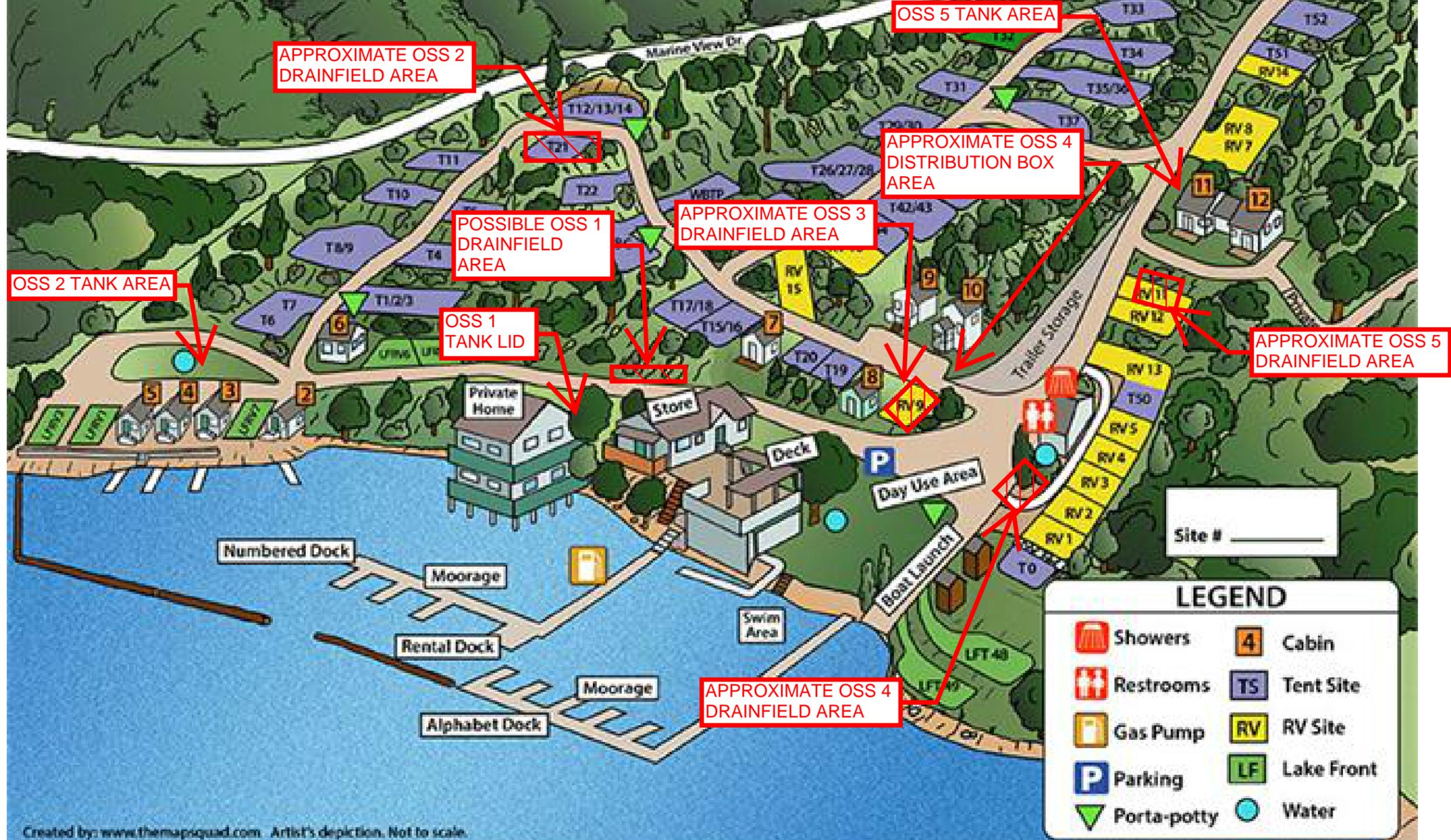
The observations and recommendation described here are non-intrusive and based on limited information available from the client, resort manager, and county department of health. We have labeled the resort map and enclosed Health Department records with our best assumptions, but they are assumptions nonetheless. No warranties, expressed or otherwise are implied with these observations and recommendations, nor the accuracy of information provided.

-- Attachment 1 --

Lake Cushman Resort Site Sketch

Lake Cushman Resort
Hoodsport, WA

Hwy 119 (Lake Cushman Rd.)



OSS 2 TANK AREA

APPROXIMATE OSS 2 DRAINFIELD AREA

POSSIBLE OSS 1 DRAINFIELD AREA

OSS 1 TANK LID

APPROXIMATE OSS 3 DRAINFIELD AREA

OSS 5 TANK AREA

APPROXIMATE OSS 4 DISTRIBUTION BOX AREA

APPROXIMATE OSS 5 DRAINFIELD AREA

APPROXIMATE OSS 4 DRAINFIELD AREA

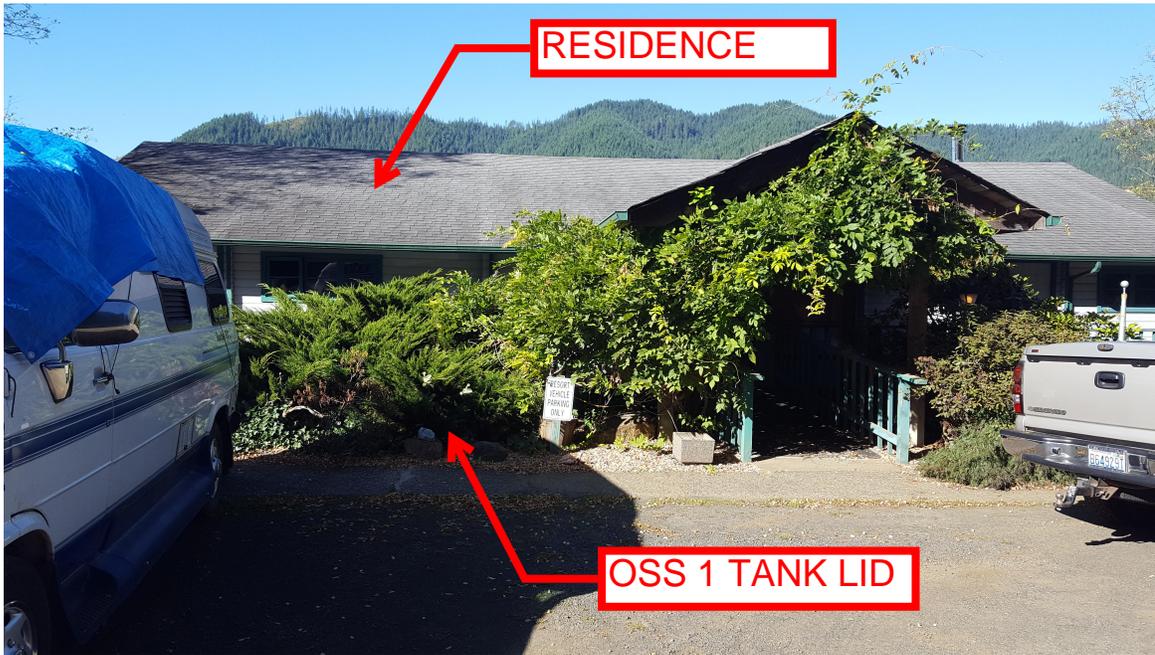
Site # _____

LEGEND	
	Showers
	Restrooms
	Gas Pump
	Parking
	Porta-potty
	Cabin
	Tent Site
	RV Site
	Lake Front
	Water

Created by: www.themapsquad.com. Artist's depiction. Not to scale.

-- Attachment 2 --

Site Photos





CABIN #10

OSS 4 DISTRIBUTION BOX

CABIN #11



OSS 5 TANK ACCESS PORTS

-- Attachment 3 --

OSS As-Builts and Permit Applications
provided by Mason County Public Health



THURSTON-MASON HEALTH DISTRICT
Division of Sanitation

No. 5-224 2629

Court House Annex
Shelton, Washington
Phone 426-8515

Court House Annex
Olympia, Washington
Phone 352-4851

APPLICATION TO CONSTRUCT OR ALTER AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM
(Application required for each installation)

Property Owner Bob Reed Telephone _____
(Please Print)

Mailing Address Cushman Resort
Address of Site 10th Cushman

Location of Property, including: Lot # _____ Block # _____ Other _____

Detailed directions to site: Cushman Resort

Property Size _____ Residence _____ No. Bedrooms 2 Basement _____ Commercial Type _____
Water Supply: _____ Well _____ Spring _____ Other _____

Is any water supply or body of water within 50 feet of sewage system? Yes _____ No _____

Septic Tank 1000 ^{2 Com} gallons. Drainage System Length 89 feet. Trench Width 2 Ft.
(Refer to Table 1 of Bulletin) (Refer to Table 2 of Bulletin)

And/or system other than above _____

Check for Installation of:
Automatic Laundry () Automatic Dishwasher () Garbage Grinder ()

Is Contractor installing septic tank? yes No _____ Drainfield? yes _____ no _____

Name of Sewage Contractor Bill B No 11
Sewage contractor must be licensed by Thurston-Mason Health District

SKETCH PLOT PLAN AND PLANS OF PROPOSED SYSTEM ON SEPARATE SHEET OF PAPER

THE UNDERSIGNED hereby applies for a permit to construct a new () and/or alter () a sewage system on above property in accordance with the Bulletin.

Applicant's Signature Bill B No 11

Address Box 292 Shelton

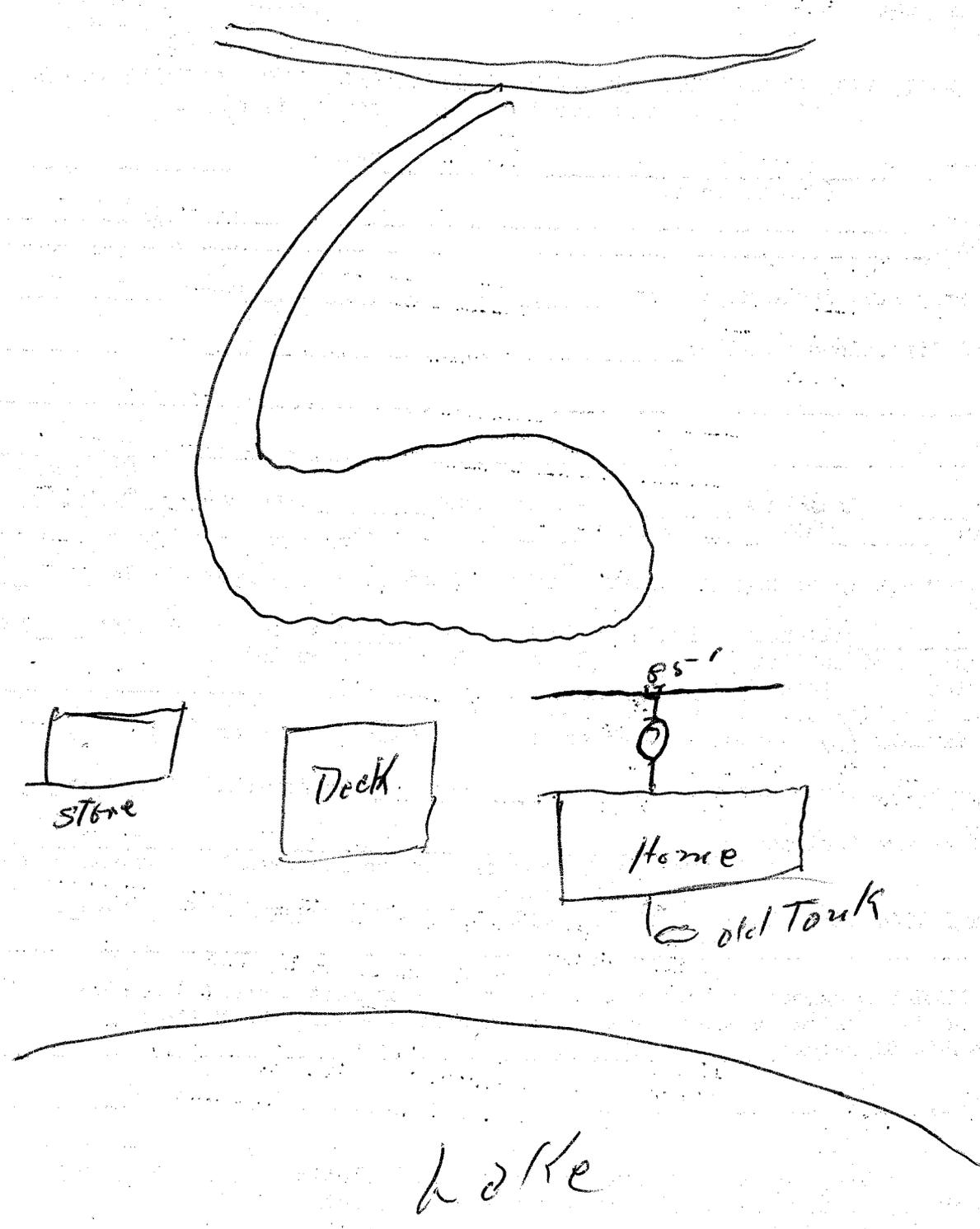
Bulletin: Washington State Department of Health Bulletin B.S. No. 1 entitled
Septic Tank System for Your Home for minimum requirements.

(Not to be filled in by Applicant)
Permit No 2824 Fee 10.00 Date Issued 6/12/68 By TAC
Area _____ Sanitarian _____

Dates Inspected _____ Remarks _____

Date Approved 6-12-68 Approved By [Signature]
(Sanitarian)

ORIGINAL APPLICATION AND DESIGN FOR CURRENT RESIDENCE



ORIGINAL APPLICATION AND DESIGN FOR RESTAURANT-BAR (NOW CURRENT RESIDENCE)

No. M 8699

THURSTON-MASON DISTRICT HEALTH DEPARTMENT

Division of Sanitation

Court House Annex
Shelton, Washington
Telephone 6-8515

Court House Annex
Olympia, Washington
Telephone 2-4851

APPLICATION TO CONSTRUCT OR ALTER AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM
(Application Required for Each Installation)

Property Owner Lake Cushman Resort Telephone _____
(Please Print)

Mailing Address Hoodsport Address of Site Lake Cushman

Location of Property, Including: Lot # _____ Block # _____ Other _____
(detailed directions to site)

Property Size acreage Residence _____ No. Bedrooms _____ Basement _____ Commercial Type Restaurant & Bar

Water Supply: Public , Well _____, Spring , Other _____
Is any water supply or body of water within 50 feet of sewage system? Yes No _____

SKETCH PLANS AS DESIGNATED ON BACK SIDE OF THIS SHEET.

Septic Tank ^{1000?} 1000 gallons. Drainage System Length 380 feet. Trench Width 10 1/2 inches. 58 ft

And/or other _____ F.H.A.: Yes _____ No _____

Check for In-
stallation of: Automatic laundry (no), Automatic dishwasher () , Garbage grinder ()

Is Contractor installing septic tank? Yes No _____; Drainfield? Yes No _____

Name and address of
Sewage Contractor: Shaver Digging Service

THE UNDERSIGNED hereby applies for a permit to construct a new and/or alter a sewage system on above property. The construction and specifications are to be in accordance with the "Minimum Requirements and Standards Regulating Sanitary Sewage Disposal in Thurston-Mason Counties".

Applicant's Signature: Mrs. E. Hester
Lake Cushman Resort Address: Hoodsport

NOTE: Please refer to "Minimum Requirements and Standards Regulating Sanitary Sewage Disposal" and the accompanying drawings.

(Not to be filled in by applicant)

Permit No. M-1084 Fee \$7.50 ~~\$5.00~~ Date issued 11-20-61 By Hansen

Area _____ Sanitarian _____

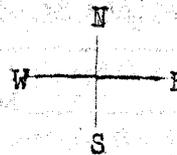
Dates inspected _____ Remarks _____

Date approved 2-16-62 Approved by G. Hess
Sanitarian

(OVER)

SKETCH AND DESIGNATE THE FOLLOWING:

1. Property lines and names of streets.
2. Locate all buildings, driveways, septic tank and/or other, drainfield, distribution box and trees.
3. Dimensions of septic tank and drainfield.
4. Location of and distance to any stream, lake, Puget Sound, or other bodies of water within 100 feet of sewage system.
5. Location and type of wells or other water supplies within 100 feet of sewage system.



CALL TO MEET FOR NEW TEST PITS

ONSITE SEWAGE SYSTEM APPLICATION

RECEIVED
 JUN 13 2008
 ENVIRONMENTAL HEALTH

CURRENT OSS 2

MASON COUNTY PUBLIC HEALTH

426 W. CEDAR STREET
 PO BOX 1666
 SHELTON, WA 98584
 (360) 427-9670, Ext. 352

Official use only

PERMIT NUMBER: SWG 08-210

DATE RECEIVED: 6.13.8 AMOUNT RECEIVED: \$ 360

552008-554

Assessor's Twelve-Digit Parcel Number: 422050060020

Subdivision Name: N/A Division: _____ Block: _____ Lot: _____

APPLICANT STEVE PHILLIPS		DATE 6/12/07	CHECK APPLICABLE ITEMS <input type="checkbox"/> NEW SYSTEM <input type="checkbox"/> REPAIR SYSTEM <input type="checkbox"/> TABLE 9 REPAIR <input type="checkbox"/> TANK REPLACEMENT <input type="checkbox"/> RV HOLDING TANK ONLY (requires waiver) <input type="checkbox"/> SINGLE FAMILY <input type="checkbox"/> OTHER Please describe: _____ Note: Record Drawing (Asbuilt) required for all installations. DRINKING WATER SOURCE <input type="checkbox"/> PRIVATE INDIVIDUAL WELL <input type="checkbox"/> PRIVATE TWO-PARTY WELL <input type="checkbox"/> COMMUNITY/PUBLIC WATER SYSTEM SYSTEM WFI #: _____ SYSTEM NAME: _____
MAILING ADDRESS P.O. BOX 140		DAYTIME PHONE (360) 877-9630	
CITY HOODSPORT	STATE WA	ZIP 98548	
SITE ADDRESS 4621 N. LK CUSHMAN RD		PHONE NUMBER (360) 753-1226	
NAME OF DESIGNER JIM HUNTER		NAME OF INSTALLER BAYSHORE	
NUMBER OF BEDROOMS 5	LOT SIZE: 20AC ±	ACRES 20AC ±	
FT X FT			
SPECIFIC DIRECTIONS FOR LOCATING SITE. TO HOODSPORT WEST ON NORTH LAKE CUSHMAN RD TO LAKE CUSHMAN RESORT			
Site must be flagged from main road and test holes must be flagged with test hole numbers			

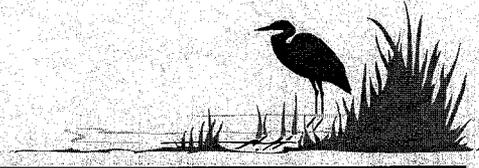
Official use only below this line

SOIL LOGS Loamy sand grading to coarse sand & gravel. to 70+ inches.	COMMENTS/CONDITIONS
SOIL TEXTURE CODES: V = very G = gravelly S = sand L = loam Si = silt C = clay E = extremely	

INSPECTOR SIGNATURE <i>Quentin Rapp</i>	DATE 6/17/08	DESIGN EXPIRATION DATE June 17, 2011	DESIGN APPROVED BY <i>Quentin Rapp</i>	DATE 6/17/08
--	------------------------	--	---	------------------------

Revised 4/4/2008

MASON COUNTY
DEPARTMENT OF HEALTH SERVICES



CURRENT OSS 2

June 17, 2008

Jim Hunter and Associates
PO Box 162
Olympia WA 98507

RE: Design for **PHILLIPS**
Case No: SWG2008-00210
Parcel No: 422050060020

Your design for the above referenced parcel has been review and is APPROVED.
Please refer to the comments section of this letter for any additional information.

Please call me at (360) 427-9670, ext. 279 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Amanda Reynolds".

Amanda Reynolds
Environmental Health
Mason County Health Services

COMMENTS:

A design will be reviewed when 3 copies of each of the following are submitted:

- ✓ Completed design form that has been signed and dated.
- ✓ Scaled layout sketch, including all applicable items on checklist
- ✓ Scaled plot plan, including all applicable items on checklist.
- ✓ Cross-section sketch, including all applicable items on checklist.

Maximum paper size: 11" X 17"

PARCEL IDENTIFICATION

Permit Number: SWG 08-210 Designer's Name: Jimi Hunter
 Applicant's Name: STEVE PHILLIPS Designer's Phone Number: (360) 753-1226
 Mailing Address: P.O. BOX 148 Designer's Address: P.O. BOX 162
HOODSPORT WA 98548 OLY WA 98507
 City State Zip City State Zip

DESIGN PARAMETERS

Treatment Device

- Glendon Biofilter Sand Filter Mound Sand Lined Drainfield Recirculating Filter, Type: _____
 Aerobic Unit Make/Model _____ Disinfection Unit Make/Model _____ Other: _____

Drainfield Type

- Gravity Pressure Trench Bed Sub Surface Drip

Septic Tank/Drainfield Specifications

Number of Bedrooms 5
 Daily Flow: Operating Capacity 600 gpd
 Daily Flow: Design Flow 600 gpd
 Septic Tank Capacity 2450 gal
 Receiving Soil Type (1-6) 1A
 Receiving Soil Appl. Rate 1.0 gpd/ft²
 Required Square Footage 600 ft²
 Designed Square Footage 600 ft²
 Percent Reduction Taken - %
 Trench/Bed Width 10' ft
 Trench/Bed Length 60' ft

Elevation Measurements

Original Drainfield Area Slope _____ %
 New Slope, If Altered _____ %
 Depth of Excavation Up-slope _____ in
 from Original Grade Down-slope _____ in
 Designed Vertical Separation 12' in
 Gravelless Chambers Required? Yes No Optional
 Pump Required? Yes No

Pump/Siphon Specifications

Difference in Elevation Between Pump Shutoff and Uppermost Orifice 60.8 ft
 Uppermost Orifice Higher Lower than Pump Shutoff
 Capacity @ Total Pressure Head 42.64 gpm
 Calculated Total Pressure Head 77.92 ft

Laterals

Schedule/Class 200
 Length 60 ft
 Diameter 1 1/2 in
 Number 4
 Separation 2.5 ft

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MC PUBLIC HEALTH
JUN 17 2008
ADR

Orifices

Total Number of Orifices 104
 Diameter 1/8 in
 Spacing 28 in

Manifold

Schedule/Class 200
 Length 7.5 ft
 Diameter 2 in
 Preferred manifold configuration used? Yes No

Transport Pipe

Schedule/Class 200
 Length 500 ft
 Diameter 2 in

Dosing and Pump Chamber

Number of doses/day 6
 Dose quantity 100 gal
 Chamber Capacity 1200 gal
 Pump controls: Please check those required.
 Timer Elapse Meter Event Counter
 If Timer: Pump on 3 min, Pump off 4 hrs

Comments

DESIGN CHECKLISTS

Scaled Plot Plan

- Test hole locations
- Soil logs
- Property lines
- Existing and proposed wells within 100 ft of property
- Measurements to cuts, banks, and surface water and critical areas
- Location and orientation of curtain drain and all absorption components
- Location and dimension of primary system and reserve area
- Buildings
- Direction of slope indicator
- Waterlines
- Roads, easements, driveways, parking
- North arrow and scale drawing shown on scale bar

Scaled Layout Sketch

- Drainfield orientation and layout
- Trench/bed dimensions and critical distances within layout
- D-Box/Valve box locations
- Septic tank/pump chamber locations
- Observation port location
- Clean-out location
- Manifold placement
- Orifice placement
- Lateral placement with distance to edge of bed
- Audible/visual alarm referenced
- Scale of drawing shown on scale bar

Cross-Section Sketch

- Reference depth from original grade:
- Septic tank
 - Drainfield cover
- Reference depth from original grade and restrictive strata:
- Laterals, trench/bed, top and bottom
 - Curtain drain collector
 - Sand augmentation
- Other cross-section detail:
- Observation ports/clean-outs
- Other Information**
- | | |
|-------------------------------------|---|
| Yes | No |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Design staked out |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Recorded Notices attached |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Waiver(s) attached |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Pump curve attached |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> Evaluation of failure |
- Non-residential justification**
- Waste strength
 - Flow

DESIGN APPROVAL

The undersigned designer must be notified by installer at time of installation Yes No

[Signature]
Signature of Designer

6-12-08
Date

The undersigned has reviewed this design on behalf of Mason County Public Health and determined it to be in compliance with state and local on-site regulations:

[Signature]
Environmental Health Specialist

6/17/08
Date

CAUTION: DESIGN APPROVAL IS VALID ONLY UNDER THE FOLLOWING CONDITION:

- ✓ The design is stamped "Approved" by Mason County Public Health.
- ✓ The Onsite Sewage Permit has not expired, the Permit Expiration Date is: June 17, 2011
- ✓ Drainfield site conditions have not been altered to adversely affect conditions of design approval.

Please Note: The system must be installed by a certified installer, unless prior authorization is obtained from Mason County Public Health. An Installation Fee is required.

Revision Date: 8/18/07

MASON COUNTY HEALTH DEPARTMENT
ON-SITE SEWAGE DISPOSAL SYSTEM DESIGN

SITE #: _____ PARCEL#: 422050060020
 DATE SUBMITTED: 06/04/08 LEGAL/LOT#: _____
 SUBMITTED BY: JIM HUNTER
 APPLICANT: STEVE PHILLIPS
 ADDRESS: PO BOX 148
 HOODSPORT, WA 98548

I. CALCULATIONS

NUMBER OF BEDROOMS = 5
 RESIDENTIAL GPD FLOW = 600
 IF NON-RESIDENTIAL - GPD FLOW
 WILL BE AS FOLLOWS:
 GPD=

APPLICATION RATE 1.0 GPD/FT2

DRAINFIELD SIZING

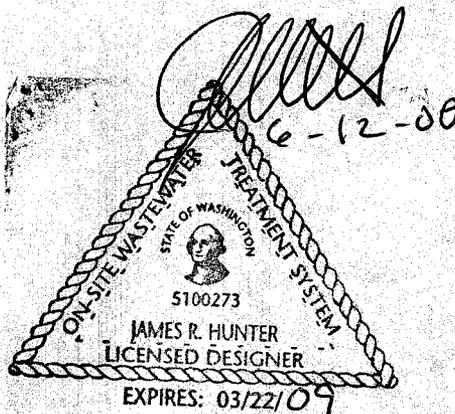
ABSORPTION AREA = 600 FT2
 TRENCH LENGTH OR BED CONFIG. = 10 FT X 60 FT

II. WATERPROOF SEPTIC TANK

COMPOSITION AND SIZE = 1125 GAL - CONCRETE
 NEW OR EXISTING = NEW

III. DRAINFIELD CROSS SECTION

DEPTH TO DRAINROCK BOTTOM = 2' - 9"
 ROCK DEPTH BELOW PIPE = 0' - 6"
 SEPARATION FROM TRENCH BOTTOM TO IMPERMEABLE
 MATERIAL/SEASONAL SATURATION = >2' - 0"
 FILL DEPTH = 2' - 0"
 TRENCH WIDTH = N/A



IV. PUMP REQUIREMENT

DOSING VOLUME IN GALLONS = 100
NUMBER OF DOSES PER DAY = 6

V. PRESSURE CALCULATIONS USING PIPE CLASS 200
ORIFICE 1/8

LATERAL #1 =
(NOTE (1): TOTAL PRESSURE HEAD = (MANIFOLD FRICTION LOSS)+
(RESIDUAL PRESSURE HEAD)+(ELEVATION DIFFERENCE)
TOTAL PRESSURE HEAD = 5+ 0.00 = 5.00

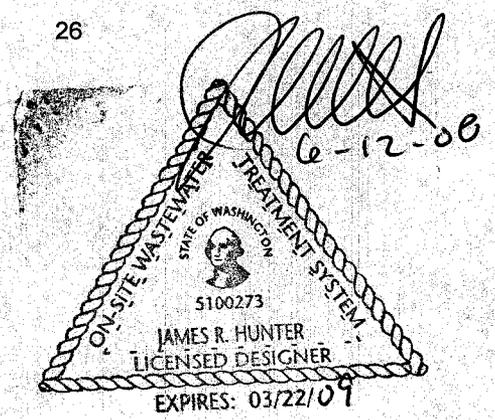
(NOTE (2): ORIFICE DISCHARGE RATE = (11.79) X (ORIFICE DIAMETER)SQ2 X
SQ ROOT OF(TOTAL PRESSURE HEAD)

ORIFICE DISCHARGE RATE = 0.41193
LATERAL LENGTH IN FEET = 60.00
ORIFICE SPACING = 2' 4"
DISTANCE FROM END CAP = 0' 8"
NUMBER OF HOLES = 26
LATERAL DISCHARGE RATE = 10.710

LATERAL #2 =
TOTAL PRESSURE HEAD = 5+ 0.00 = 5.00
ORIFICE DISCHARGE RATE = 0.41193
LATERAL LENGTH IN FEET = 60.00
ORIFICE SPACING = 2' 4"
DISTANCE FROM END CAP = 0' 8"
NUMBER OF HOLES = 26
LATERAL DISCHARGE RATE = 10.710

LATERAL #3 =
TOTAL PRESSURE HEAD = 5+ 0.00 = 5.00
ORIFICE DISCHARGE RATE = 0.41193
LATERAL LENGTH IN FEET = 60.00
ORIFICE SPACING = 2' 4"
DISTANCE FROM END CAP = 0' 8"
NUMBER OF HOLES = 26
LATERAL DISCHARGE RATE = 10.710

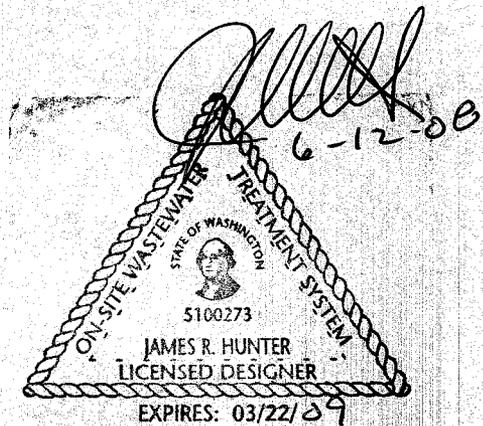
LATERAL #4 =
TOTAL PRESSURE HEAD = 5+ 0.00 = 5.00
ORIFICE DISCHARGE RATE = 0.41193
LATERAL LENGTH IN FEET = 60.00
ORIFICE SPACING = 2' 4"
DISTANCE FROM END CAP = 0' 8"
NUMBER OF HOLES = 26
LATERAL DISCHARGE RATE = 10.710



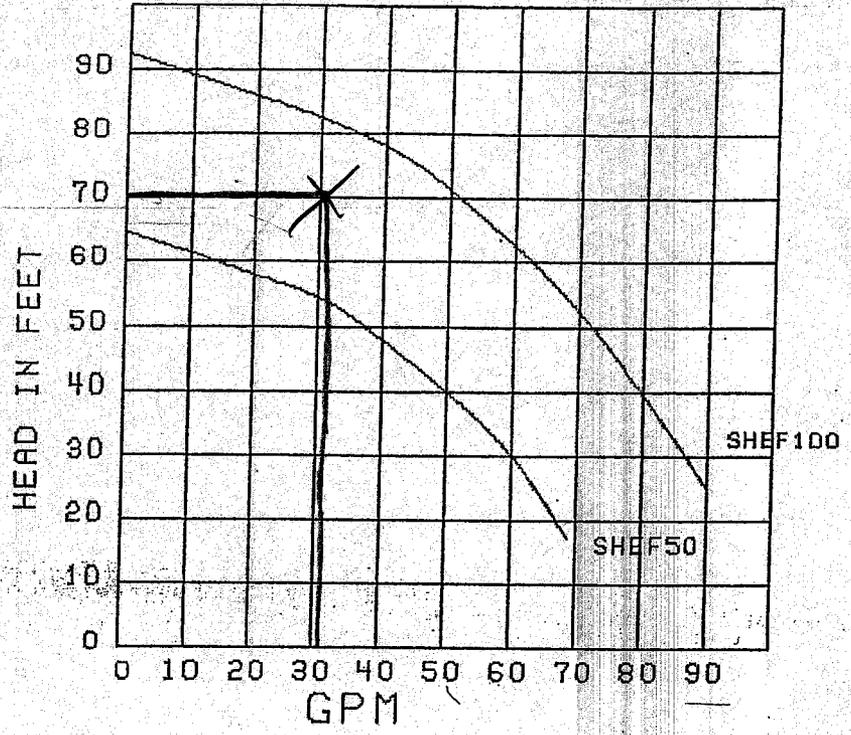
SECTION	LENGTH (FT)	DIAMETER (IN)	FLOW (GPM)	FRICTION LOSS (FT)
AB	500.00	2.00	32.130	7.318
BC	1.25	2.00	16.065	0.005
CD	2.50	2.00	8.033	0.003
DE	60.00	1.50	8.033	<u>0.200</u>
TOTAL =				7.525

**** TOTAL HEAD LOSS ****

1) FRICTION LOSS THROUGH SYSTE	=	7.525
2) ELEVATION DIFFERENCE	=	<u>60.800</u>
3) RESIDUAL	=	<u>2.000</u>
TOTAL =		70.325

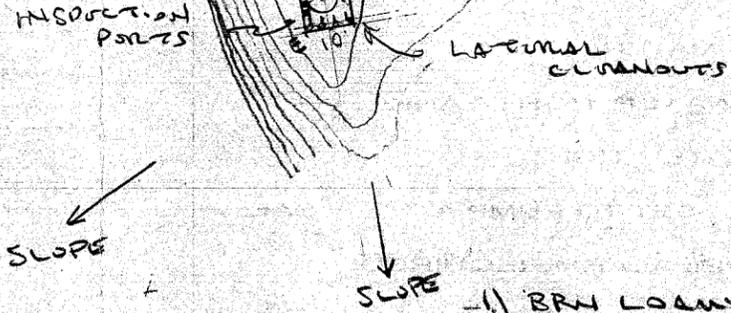


PERFORMANCE DATA HYDROMATIC SHEF50/SHEF100



[Handwritten Signature]
6-12-08

STATE OF WASHINGTON
ON-SITE WASTEWATER TREATMENT SYSTEM
5100273
JAMES R. HUNTER
LICENSED DESIGNER
EXPIRES: 03/22/09

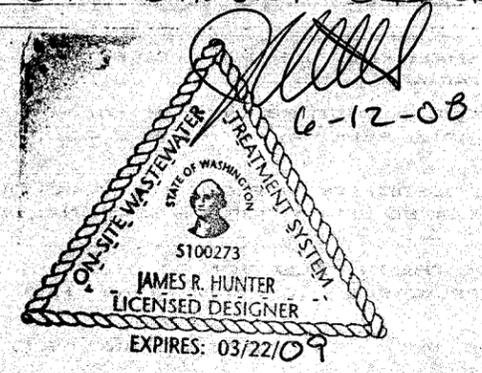
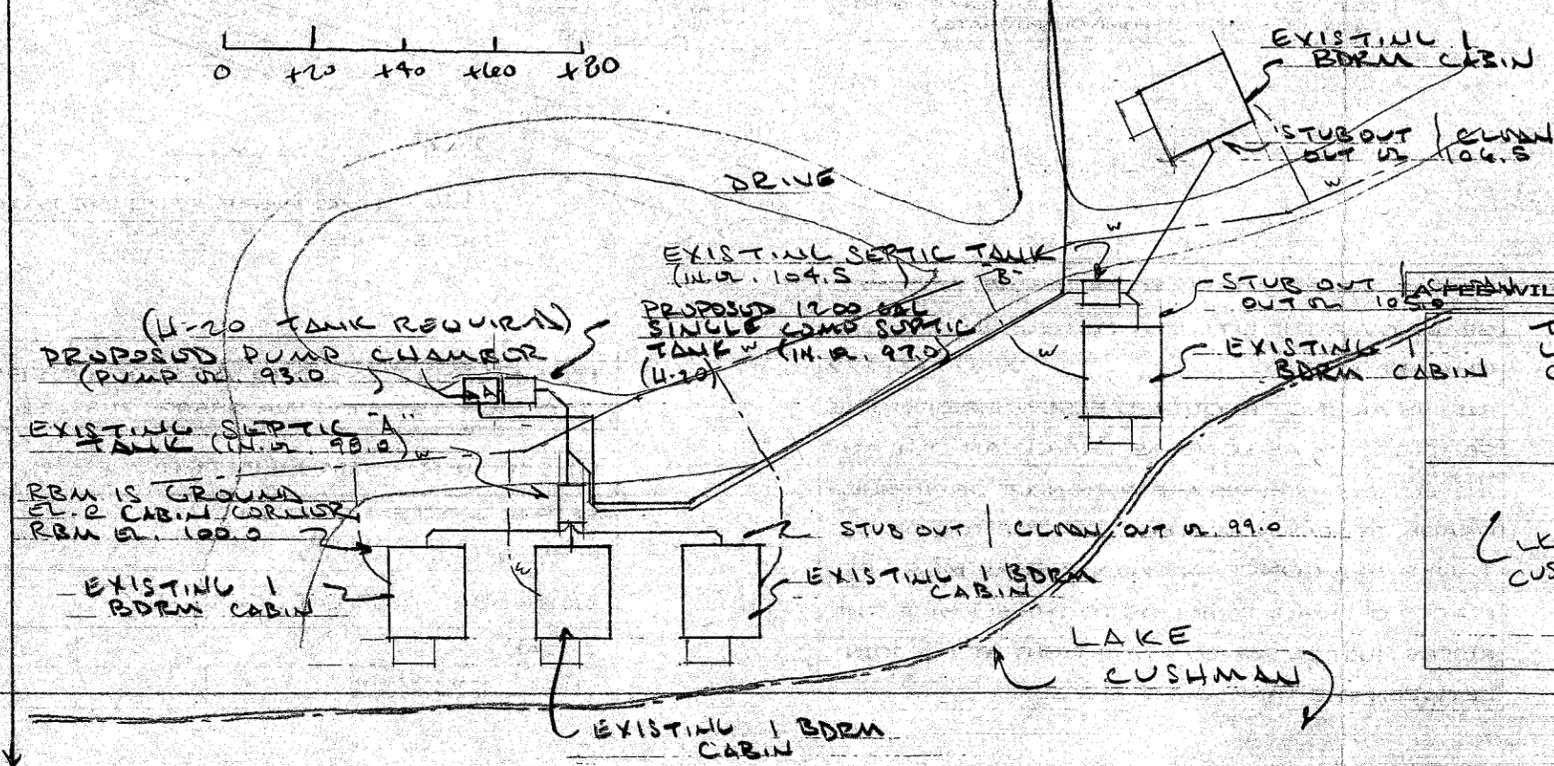
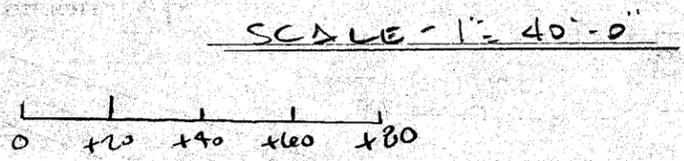


APPROVED
MC PUBLIC HEALTH
 JUN 17 2008
ADR

NOTE: ALL TRANSPORT LINES TO BE SLEEVED IN CRUSHPROOF PIPE IN DRIVE.
 NOTE: WATER LINE TO BE SLEEVED WITHIN 10' OF SEPTIC TANK PUMP CHAMBER OR TIGHTLINE, WATER LINE TO CROSS SEWER TRANSPORT LINE 18" ABOVE SEWER TRANSPORT LINE

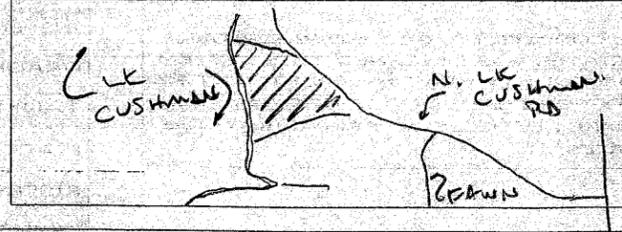
- 1) BRN LOAMY FINE SAND 0" TO 25"
 BRN FINE SAND 25" TO 51"
 GREY / BRN VERY CR. MUD. SAND 51" TO 90"
- 2) BRN LOAMY FINE SAND 0" TO 27"
 BRN FINE SAND 27" TO 50"
 GREY / BRN VERY CR. MUD. SAND 50" TO 95"
- 3) BRN LOAMY FINE SAND 0" TO 27"
 BRN FINE SAND 27" TO 50"
 GREY / BRN VERY CR. MUD. SAND 50" TO 95"

NOTE: EXISTING SEPTIC TANK "A" IS A 750 GALLON SINGLE COMPARTMENT CHAMBER.
 SEPTIC TANK "B" IS A 500 GALLON SINGLE COMPARTMENT CHAMBER.



OWNER WILL BE CHARGED AFTER INSTALLATION FOR FINAL INSPECTION & ASBUILT DRAWING

TO HOODSPORT WEST ON N. LAKE CUSHMAN RD TO LAKE CUSHMAN RESORT



JIM HUNTER AND ASSOCIATES P.O. BOX 162 OLY, WA 98507 753-1226	
DESIGNER - JIM HUNTER	
SEPTIC SYSTEM DESIGN FOR STEVE PHILLIPS	
SITE ADDR. 4621 N. LAKE CUSHMAN RD	
LEGAL	OF
TP# 422050060020	SITE#

GENERAL CONSTRUCTION NOTES

- BED DIMENSIONS** - 10'-0" X 60'-0"
- BED DEPTH** - SEE BED SECTION
- GRAVEL** - 3/4" - 2 1/2" WASHED ROCK
- SAND** - ASTM C-33
- BACKFILL** - APPROVED EXCAVATED MATERIAL
- SEPTIC TANK** - NEW 1,125 GAL., WATER TIGHT TANK
- PUMP CHAMBER** - 1000 GAL. WATER TIGHT
- PUMP MODEL** - HYDROMATIC SHEF 100 SET TO PUMP AT 100 GAL.

INTERVALS. CHECK VALVE AND HIGH LEVEL ALARM REQUIRED.

NOTE: PLACE ORIFICE AT 3 O'CLOCK. USE "T" TO "T" TYPE CONSTRUCTION.

NOTE: ALL FOOTING DRAINS, ROOF DRAINS, AND STORMWATER RUN-OFF MUST BE DIVERTED AWAY FROM ANY SEPTIC SYSTEM COMPONENT.

NOTE: END OF EACH LATERAL IS TO HAVE A SWEEP 90 WITH THREADED END CAP TO JUST BELOW FINISHED GRADE AND SHALL BE MARKED BY BURIED REBAR SECTION FOR FUTURE LOCATING WITH METAL DETECTOR.

GENERAL NOTES

ANY VARIATIONS TO THIS DESIGN SHALL FIRST BE APPROVED BY JIM HUNTER AND ASSOCIATES AND THE COUNTY SANITARIAN.

OWNER/INSTALLER SHALL NOT REMOVE OR DISTURB ANY TOP SOIL WHILE CLEARING TREES AND STUMPS IN DRAINFIELD AREA. REMOVAL OF TOP SOIL COULD RENDER THE SITE UNUSABLE.

OWNER SHALL BE AWARE OF THE POSSIBILITY OF FLOATING TANKS OUT OF THE GROUND SHOULD THE TANKS BE PUMPED EMPTY DURING SEASONAL HIGH WATER TABLE CONDITIONS.

ALL CONSTRUCTION MATERIALS AND THE INSTALLATION OF THIS DESIGNED SEPTIC SYSTEM SHALL CONFORM TO ALL APPLICABLE STATE AND COUNTY HEALTH DEPARTMENT REQUIREMENTS.

USE OF SOME RESERVE DRAINFIELDS MAY NECESSITATE PUMP AND/OR SAND FILTER INSTALLATIONS.

THE ADDITION OF AN APPROVED EFFLUENT FILTER IN THE SEPTIC TANK IS REQUIRED TO ENSURE THAT SOLIDS DO NOT PASS TO THE DRAINFIELD CAUSING PREMATURE DRAINFIELD FAILURE AND COSTLY REPAIR.

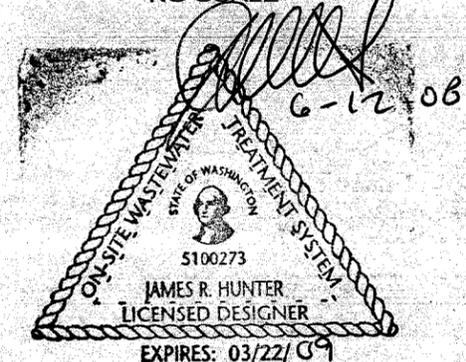
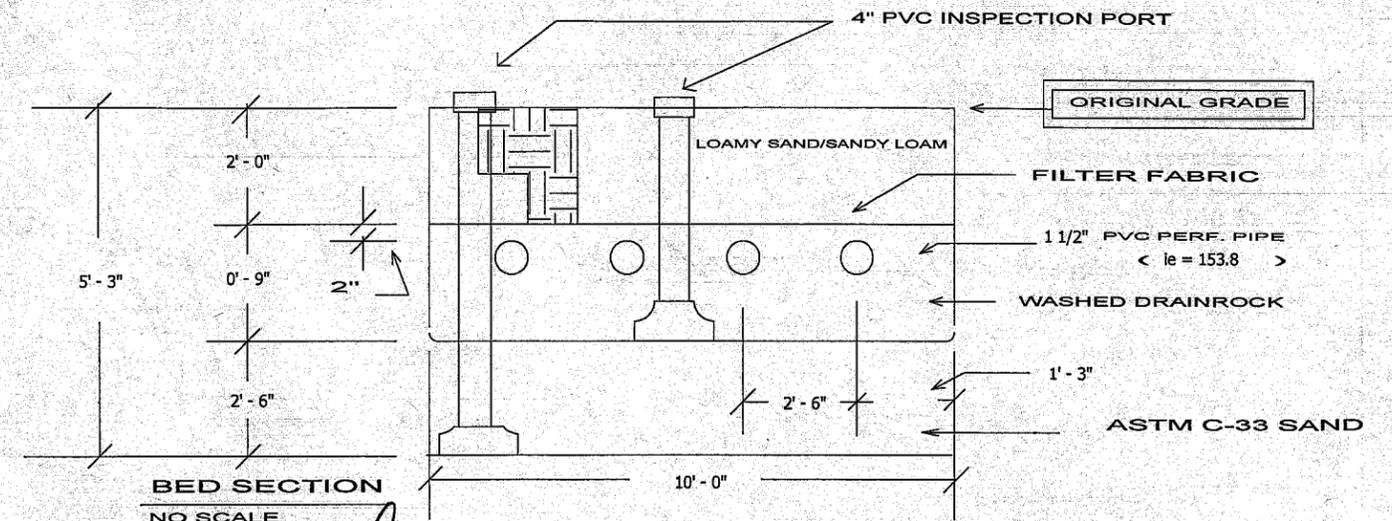
ALL REQUIRED TESTS SHALL BE SUCCESSFULLY RUN PRIOR TO CALLING JIM HUNTER & ASSOCIATES FOR FINAL INSPECTION. ALL COMPONENTS, INCLUDING ALL TANK ACCESS LIDS MUST BE ACCESSIBLE FOR INSPECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR COST OF RETURN INSPECTIONS DUE TO FAILED TESTS OR INACCESSIBLE COMPONENTS.

THIS IS A SPECIAL DESIGN DUE TO ADVERSE SOIL CONDITIONS, GROUNDWATER TABLE AND/OR TOPOGRAPHY. JIM HUNTER AND ASSOCIATES HAS DESIGNED THIS SYSTEM IN ACCORDANCE WITH ALL CURRENT STATE AND COUNTY HEALTH DEPARTMENT REQUIREMENTS AND ASSUMES NO RESPONSIBILITY FOR ITS USE OR LONGEVITY. THE OWNER THEREFORE AGREES TO MAINTAIN AND MAKE ALL NECESSARY REPAIRS TO THE SYSTEM AT NO COST TO JIM HUNTER AND ASSOCIATES.

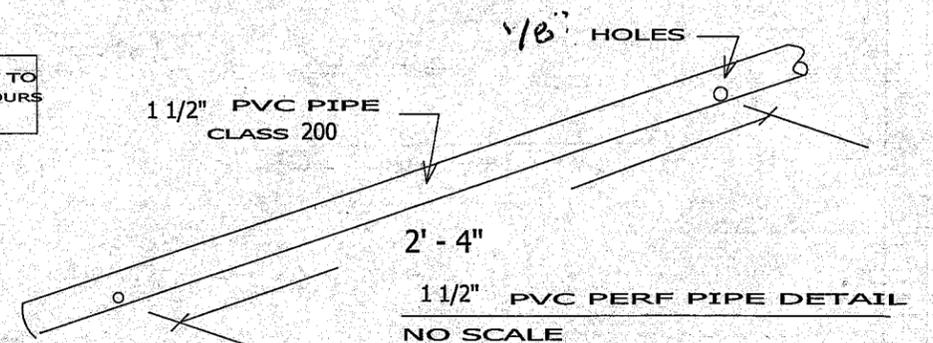
RISERS ARE REQUIRED TO OR ABOVE FINISHED GRADE OVER THE EFFLUENT FILTER AND THE PUMP CHAMBER PER WAC 246-272.

RISERS ARE NOT REQUIRED ELSEWHERE ON THE SEPTIC TANK AS LONG AS THE CLEAN-OUT AND INSPECTION ACCESSES ARE WITHIN 12" OF FINISHED GRADE. IF GROUNDWATER OVER THE TOP OF THE TANKS IS A CONCERN THEN RISERS MUST BE PLACED OVER ALL TANK LIDS TO THE SURFACE. THE RISERS MUST BE SEALED WATERTIGHT AT THE JOINT BETWEEN THE TANK AND THE RISER.

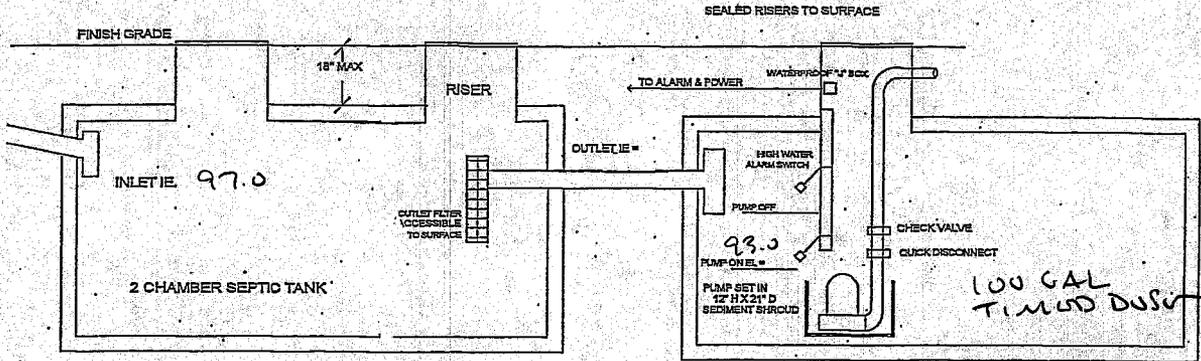
PUMP (A) TO BE CONTROLLED BY TIMER SET TO DOSE 100 GALLONS, IF AVAILABLE, EVERY 4 HOURS BASED ON MEASURED PUMP OUTPUT RATE.



APPROVED
MC PUBLIC HEALTH
 JUN 17 2008
ADR



JIM HUNTER AND ASSOCIATES	
P.O. BOX 162 OLY, WA 98507 753-1226	
DESIGNER - JIM HUNTER	
SEPTIC SYSTEM DESIGN FOR STEVE PHILLIPS	
SITE ADDR. 4621 N. LAKE CUSHMAN RD.	
LEGAL	OF
TP# 422050060020	SITE#



[Handwritten Signature]
 6-12-08

ON-SITE WASTEWATER TREATMENT SYSTEM
 STATE OF WASHINGTON
 5100273
 JAMES R. HUNTER
 LICENSED DESIGNER
 EXPIRES: 03/22/09

APPROVED
MC PUBLIC HEALTH
 JUN 17 2008
ADR

JIM HUNTER AND ASSOCIATES	
P.O. BOX 162 OLY, WA 98507 753-1226	
DESIGNER - <i>Jim Hunter</i>	
SEPTIC SYSTEM DESIGN FOR - <i>STEVE PHILLIPS</i>	
TANK DETAIL	
LEGAL	
TP# <i>422050060020</i>	SITE#

PARCEL IDENTIFICATION

Permit Number SWG 08 - 210 Assessor's Parcel # 422050060020
 (Twelve-Digit Number)
 Applicant's Name Steve Phillips Subdivision _____
 (Name/Division/Block/Lot)
 Applicant Address PO. Box 148
4621 N. Lake Cushman Rd Installer's Name Bay Shore Construction
 City, State, Zip Hoodsport WA 98548 Designer's Name Jim Hunter & Associates

INSTALLER CHECKLIST

	N/A	Yes	Prior to Completion
I. SEPTIC TANK			
>5 ft. From foundation?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
>50 ft from wells?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
>50 ft surface water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Building stubout to septic tank: cleanout if not 1-2%?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Baffles intact and clean?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dividing wall intact?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risers installed for access?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Screen basket or effluent filter installed? (circle one)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tank size: <u>1200</u> gal.; Manufacture: <u>Evergreen</u>			
II. D-BOX			
Leveled with water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Speed leveler used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
III. Drainfield			
>10 ft from foundation?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
>5 ft from property lines and easement lines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
> 100 ft from wells?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
> 100 ft from surface water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
>10 ft from potable water lines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Laterals level to +1 inch & end caps present if not looped?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gravelless chambers utilized?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gravel clean, properly sized, and proper depth?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRESSURE SYSTEMS			
Sand quality ASTM C-33?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Head height uniform ≥ 24 inches? Actual head height <u>32</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clean-outs and observation ports present?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mound: Side Slope 3:1?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner informed electrical connections must be made by owner or licensed electrician and inspected by L&I?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IV. PUMP/PUMP CHAMBER			
Pump make <u>Hydromatic</u> ; Pump model <u>SLEF 100</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chamber size <u>1200</u> gal; Manufacture <u>Evergreen</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Height of pump off bottom of pump chamber <u>3</u> inches			
Pump chamber draw-down <u>2.5</u> gallons per inch per minute			
Pump capacity <u>70</u> gallons per minute			
Pump controls: <u>Timer</u> Elapsed Time Meter, Counter? (Circle all that apply). If timer: Pump On _____ Pump Off _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Riser installed for access?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alarm installed?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

RECEIVED
 JUL 28 2008
 ENVIRONMENTAL HEALTH

CHECKLIST

- Drainfield & manifold orientation & layout
- Trench/bed dimensions and critical distances within layout
- Septic/pump tank placement
- Location of buildings
- Observation port & clean-out location
- Location of wells & roads
- Undisturbed native soil between trenches
- North arrow

Built Exactly as Designed

CAUTION: Minor adjustments to septic tank location and drainfield orientation made in the field by the installer are generally acceptable to both the department and the designer, but could in certain cases compromise the viability of the system. It is the installer's responsibility to obtain prior written approval from either the health department or the designer before making any deviations from the design that affect the system viability. Any deviations from the approved design must be shown above.

CERTIFICATION OF INSTALLATION

Installer: Check a box from Row "A" and "B", sign and date the certification

- A. I certify that I installed the system without any deviation from the design stamped "APPROVED" by MCPH
- I certify that all deviations from the design stamped "APPROVED" by MCPH are shown above.
- B. I certify that I contacted the designer and left the system open for inspection up to 48 hrs prior to cover.
- I did not contact the designer prior to final cover because the designer waived the notification requirement.

I further certify that all information contained on this form is accurate. I understand that if the information contained herein is not accurate, there will be just cause for immediate suspension of my installer certification.

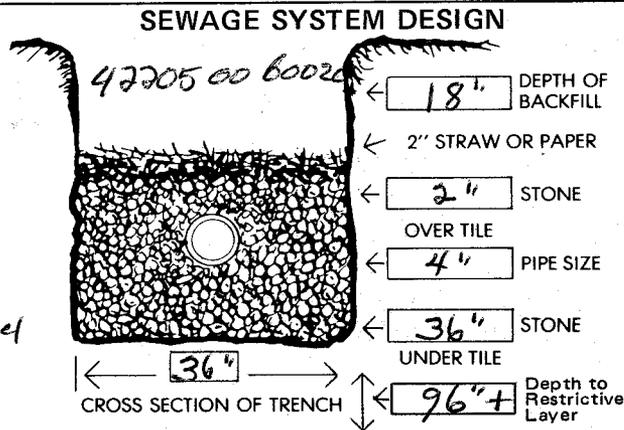
[Signature] 7/22/08
Signature of Installer Date

The undersigned approves this installation on behalf of Mason County Public Health.

[Signature] 9/9/08
Signature of Sanitarian Date

MASON COUNTY
DEPARTMENT OF GENERAL SERVICES
ENVIRONMENTAL HEALTH SECTION
 P.O. BOX 186 • 303 NORTH 4th STREET • SHELTON, WA 98584
 PHONE (206) 426-5561

PROPERTY OWNER Tom Reagan	DATE SUBMITTED 2/27/91
ADDRESS Cushman Resort Hoodsport, WA 98548	DESIGNED BY Joyce Johnson
LEGAL DESCRIPTION Lake Cushman Resort	SOIL LOG - DATA med Loam, sand/gravel



CALCULATIONS:

No. Bedrooms 6 GPD if other than residence 480

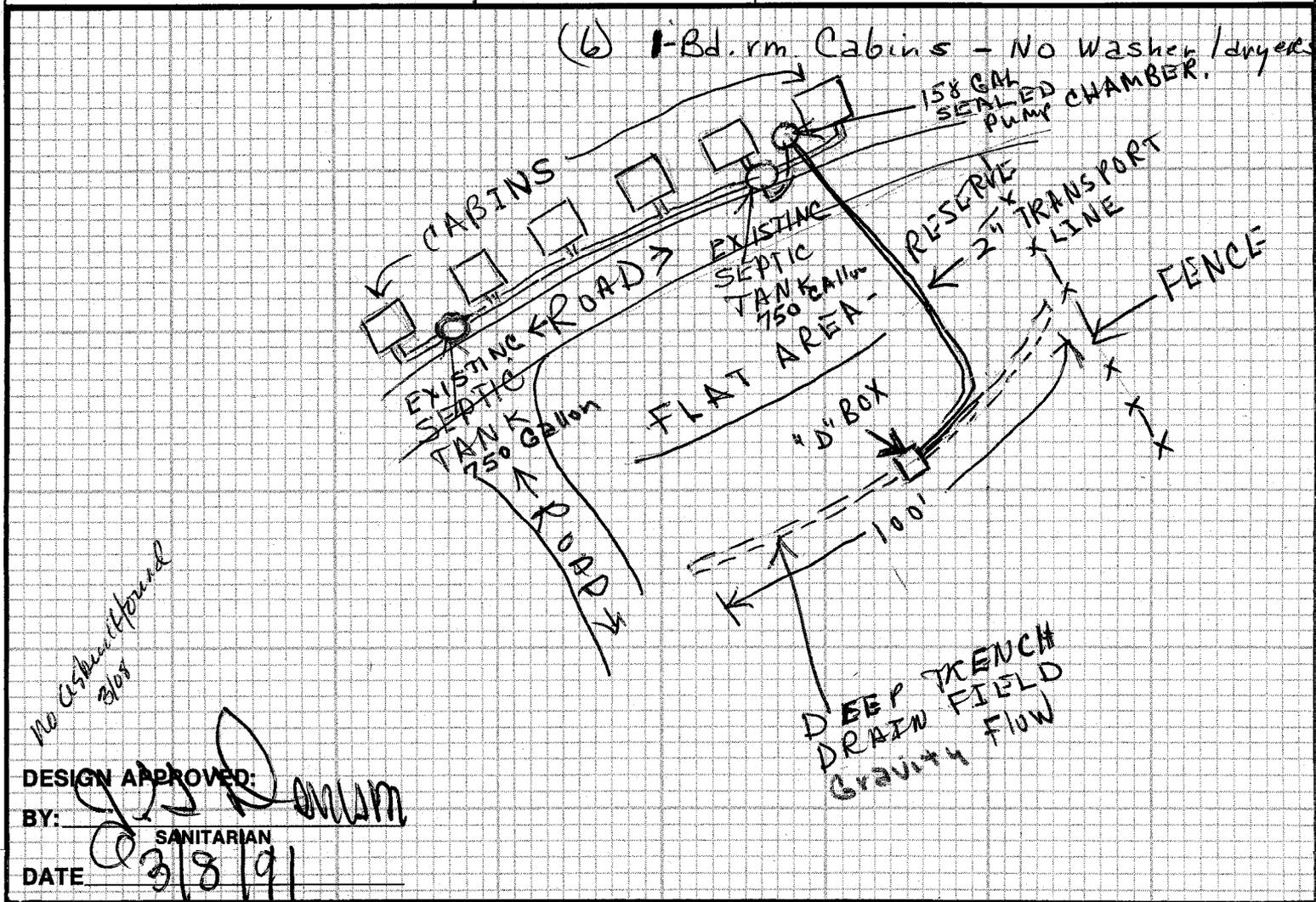
Application Rate: gal./sq.ft./day 1.0

Drainfield Sizing: Absorption Area 480 Ft.² Total Length 80 Ft. *deep trench*

Pump Specifications: High level alarm Elevation Difference 27 Ft.
 GPM 25 Discharge Volume 50
 Volume of sump 158

Septic Tank Size and Manufacturer (2) 750 gallon Concrete

- SHOW THE FOLLOWING ITEMS IN GRID BELOW:
- Horizontal system plan and, if mound system is proposed or slopes exceeding 15% provide cross section.
 - Scale
 - Benchmark Δ , stubout elevation, tank outlet elevation, (bottom of pipe), elevation at finish grade at center of drainfield.
 - Property lines, building, trees, slopes in excess of 5%, driveway.
 - All wells or drinking water supplies within 100 ft., water lines.
 - Drainage system detail (i.e. curtain drain).
 - Replacement area.



DESIGN APPROVED:
 BY: *[Signature]*
 SANITARIAN
 DATE: 3/8/91

The undersigned agrees not to hold the Mason County Department of General Services, Environmental Health Section, responsible in the event that the system as proposed by _____ fails to operate as required by the Mason County Health Code.

Signature of Owner _____ Date _____
 Signature of Designer *Joyce Johnson* Date 2/27/91

1991 OSS 2 (REPLACED WITH 2008 SYSTEM)

5.22.4

No. 8734

THURSTON-MASON DISTRICT HEALTH DEPARTMENT
DIVISION OF SANITATION

Court House Annex
Shelton, Washington
Telephone HA 6-8515

Court House Annex
Olympia, Washington
Telephone FL. 2-4851

APPLICATION TO CONSTRUCT OR ALTER AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM
(Application Required for Each Installation)

Property Owner city of tacoma - John Cushman Beant telephone _____
(Please Print)

Mailing Address _____ Address of Site _____

Location of Property, Including: Lot # _____ Block # _____ Other _____
(Detailed directions to site) _____

Property Size _____ Residence No. Bedrooms 1 each cabin Commercial _____
Basement _____ Type _____

Water Supply: Public _____, Well _____, Spring _____, Other _____
Is any water supply or body of water within 50 feet of sewage system? Yes _____ No _____

SKETCH PLANS AS DESIGNATED ON BACK SIDE OF THIS SHEET.

Septic Tank 500 gallons. Drainage System Length 30 feet. Trench Width 2 inches.

And/or other _____ F.H.A.: Yes _____ No _____

Check for Installation of:
Automatic laundry (), Automatic dishwasher (), Garbage grinder ().

Is Contractor installing septic tank? Yes No _____: Drainfield? Yes No _____
Name and address of Sewage Contractor: _____

THE UNDERSIGNED hereby applies for a permit to construct a new () and/or alter ()
a sewage system on above property. The construction and specifications are to be
in accordance with the "Minimum Requirements and Standards Regulating Sanitary
Sewage Disposal in Thurston-Mason Counties".

Applicant's Signature [Signature] Address _____

NOTE: Please refer to "Minimum Requirements and Standards Regulating Sanitary
Sewage Disposal" and the accompanying drawings.

(Not to be filled in by applicant)

Permit No. M-1127 Fee \$7.50 Date Issued 3-20-62 By [Signature]

Area _____ Sanitarian _____

Dates Inspected _____ Remarks _____

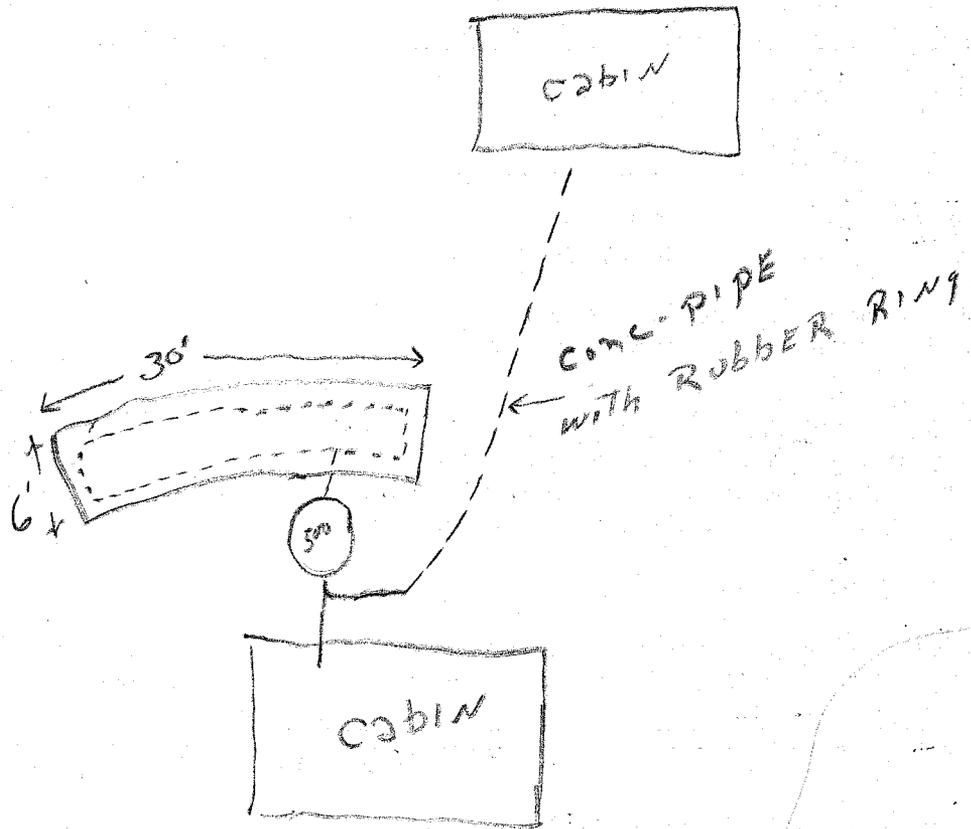
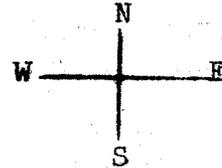
Date Approved 3-16-62 Approved By [Signature]
(Sanitarian)

See letter dated 3-8-62
to Mrs. C.G. Hester, John Cushman Beant

ORIGINAL DESIGN FOR CABINS 2 & 6 NOW CONNECTED TO OSS 2

SKETCH AND DESIGNATE THE FOLLOWING:

1. Property lines and names of streets.
2. Locate all buildings, driveways, septic tank and/or other, drainfield, distribution box and trees.
3. Dimensions of septic tank and drainfield.
4. Location of and distance to any stream, lake, Puget Sound, or other bodies of water within 100 feet of sewage system.
5. Location and type of wells or other water supplies within 100 feet of sewage system.



LAKES
EDGE

ORIGINAL DESIGN FOR CABINS 3-5 NOW CONNECTED TO OSS 2

No. 8734

THURSTON-MASON DISTRICT HEALTH DEPARTMENT
DIVISION OF SANITATION

Court House Annex
Shelton, Washington
Telephone HA 6-8515

Court House Annex
Olympia, Washington
Telephone FL. 2-4851

APPLICATION TO CONSTRUCT OR ALTER AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM
(Application Required for Each Installation)

Property Owner City Tacoma - Lake Cushman Resort Telephone _____
(Please Print)

Mailing Address _____ Address of Site _____

Location of Property, Including: Lot # _____ Block # _____ Other _____
(Detailed directions to site) _____

Property Size _____ 3 Cabins Residence _____ No. Bedrooms each Cabin _____ Basement _____ Commercial Type _____

Water Supply: Public _____, Well _____, Spring , Other _____
Is any water supply or body of water within 50 feet of sewage system? Yes No

SKETCH PLANS AS DESIGNATED ON BACK SIDE OF THIS SHEET.

Septic Tank 756 gallons. Drainage System Length 40 feet. Trench Width 72 inches.

And/or other _____ F.H.A.: Yes _____ No _____

Check for Installation of:
Automatic laundry (), Automatic dishwasher (), Garbage grinder ().

Is Contractor installing septic tank? Yes No _____: Drainfield? Yes No _____

Name and address of Sewage Contractor: _____

THE UNDERSIGNED hereby applies for a permit to construct a new () and/or alter ()
a sewage system on above property. The construction and specifications are to be
in accordance with the "Minimum Requirements and Standards Regulating Sanitary
Sewage Disposal in Thurston-Mason Counties".

Applicant's Signature [Signature] Address _____

NOTE: Please refer to "Minimum Requirements and Standards Regulating Sanitary
Sewage Disposal" and the accompanying drawings.

(Not to be filled in by applicant)

Permit No. M-1128 Fee \$7.50 Date Issued 3-20-62 By [Signature]

Area _____ Sanitarian _____

Dates Inspected _____ Remarks _____

Date Approved 3-16-62 Approved By [Signature]
(Sanitarian)

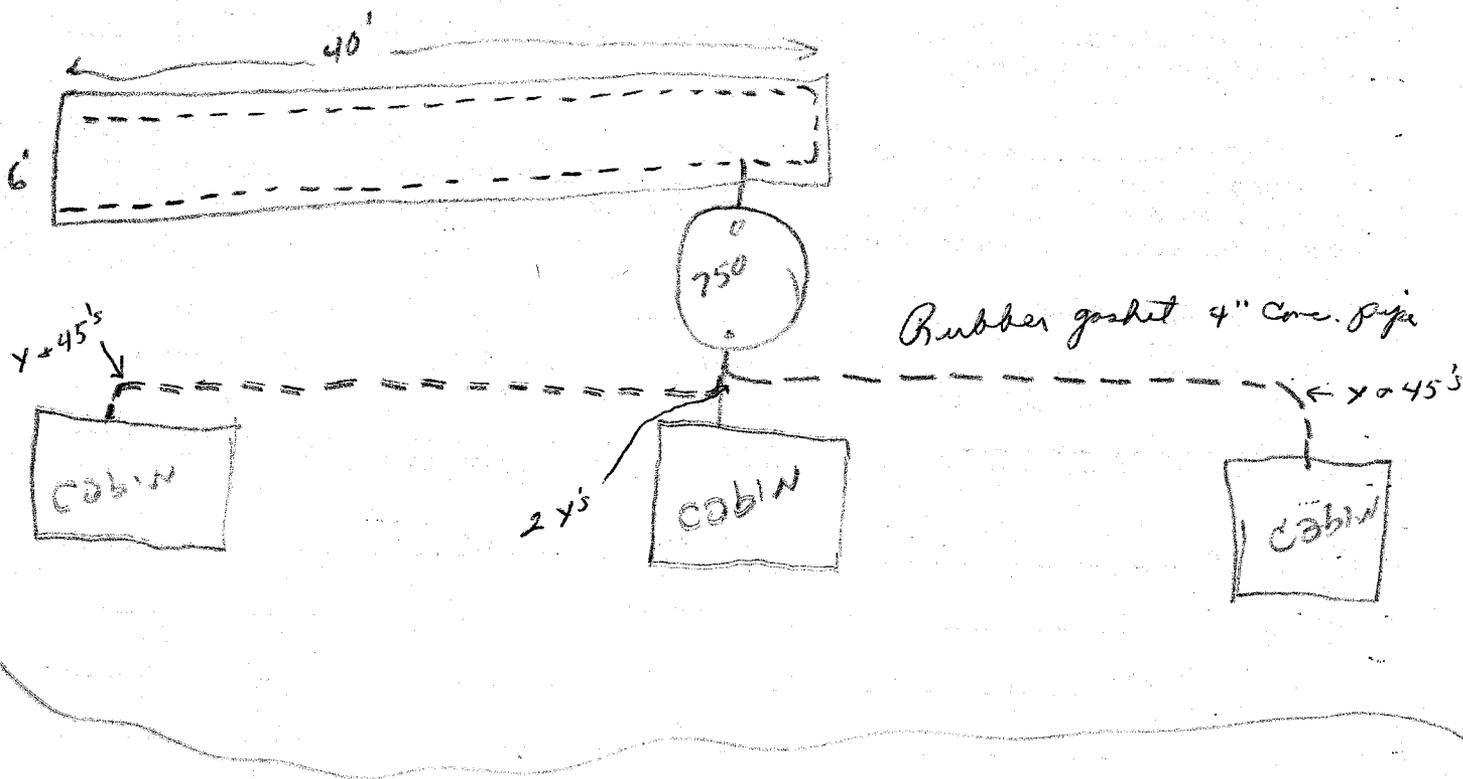
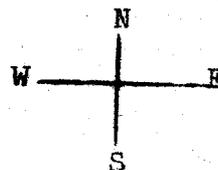
12/59

(OVER)

See letter dated 3-8-62
To: Mrs. C.G. Hester, Lake Cushman Resort

SKETCH AND DESIGNATE THE FOLLOWING:

1. Property lines and names of streets.
2. Locate all buildings, driveways, septic tank and/or other, drainfield, distribution box and trees.
3. Dimensions of septic tank and drainfield.
4. Location of and distance to any stream, lake, Puget Sound, or other bodies of water within 100 feet of sewage system.
5. Location and type of wells or other water supplies within 100 feet of sewage system.



THURSTON-MASON DISTRICT
DEPARTMENT OF HEALTH

M E M O R A N D U M

TO: Mary

RECEIVED BY: Harold

DATE & HOUR: 3/12/67

REGARDING: sewage systems at LK Sushman Road
R.F. phone call from owner complaining

NAME: Reed PHONE: _____

ADDRESS: _____

DIRECTIONS: _____

REPORTED BY: _____ PHONE: _____

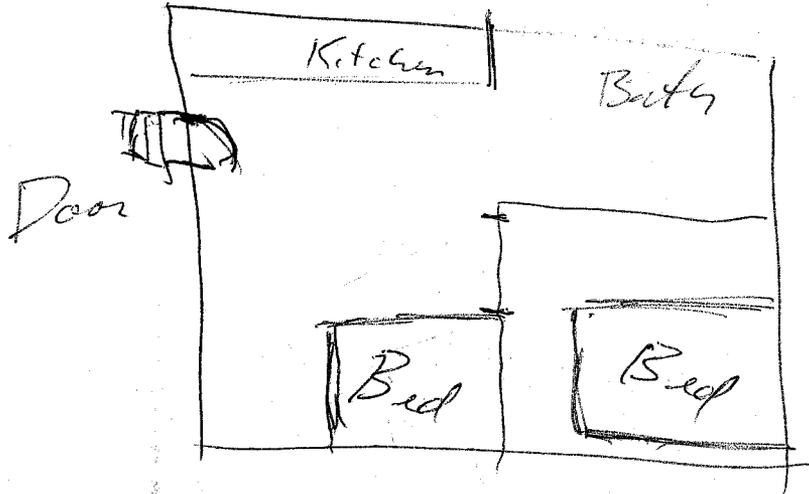
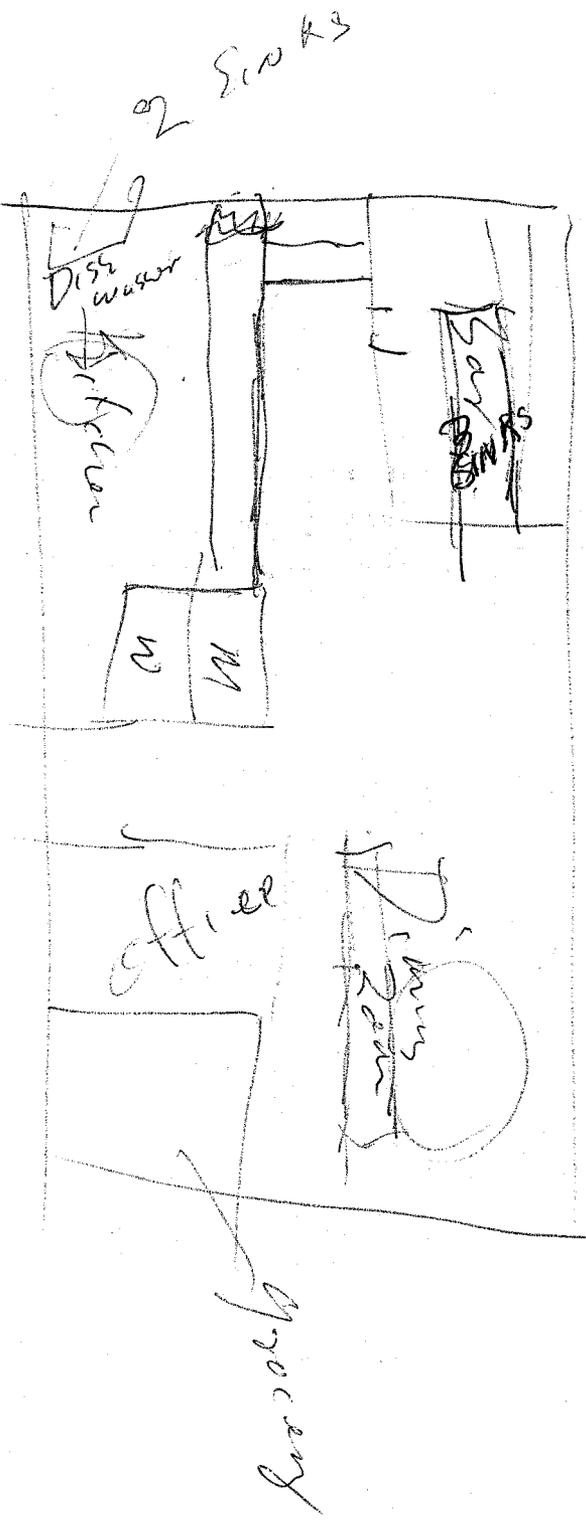
ADDRESS: _____

ACTION TAKEN: _____ DATE: _____

<u>Drain field</u>	<u>3 Cabins</u>	<u>750 gal tank</u>	<u>225 sq ft</u>
	<u>3 BA</u>		
	<u>2 cabin</u>	<u>500 gal Tank</u>	<u>150 sq ft</u>
	<u>Kitchen + Bar</u>	<u>1000 gal Tank</u>	<u>240 sq ft</u>
		<u>with Provision that</u>	
		<u>if any trouble a sewage</u>	
		<u>pit will be added</u>	

MEMOS FOR ORIGINAL SYSTEMS SERVING CABINS 2-6 (NOW CONNECTED TO
OSS 2) AND CURRENT RESIDENCE (NOW CONNECTED TO OSS 1)

- Dishwasher
- 2 Bar SINKS
- 2 SKULLERY SINKS
- Men + women



Shelton, Washington
Mar. 8, 1962

Mrs. C. A. Hester
c/o Lake Cushman Resort
Hoodsport, Washington

Dear Mrs. Hester:

A recent examination of the new additions to your resort was made to determine the size of the sewage systems that would be needed for these facilities.

The recommended and minimum sizes are:

1. For the three cabin unit the recommended size would be a 900 gal. septic tank and 600 sq. ft. of drainfield; the minimum size would be a 750 gal. septic tank and 450 sq. ft. of drainfield.
2. For the two cabin unit the recommended size would be a 750 gal. septic tank and 400 sq. ft. of drainfield; the minimum size would be a 600 gal. septic tank and 300 sq. ft. of drainfield.
3. As we stated in our letter of Nov. 29, 1961, the recommended size septic tank for the restaurant-bar would be a 1250 gal. septic tank and 650 sq. ft. of drainfield; the minimum size would be a 1000 gal. septic tank and 350 to 450 sq. ft. of drainfield.

You are reminded that these minimums must be met before a permit to operate may be granted.

Please inform us when these systems are installed and before they are covered so that we can make our inspections.

Sincerely,

J. V. Deshaye, M.D., D.P.H.
District Health Officer

Mark Schorzman, Sanitarian

MS:hh
cc: Richard Sharer

MEMOS FOR ORIGINAL SYSTEMS SERVING CABINS 2-6 (NOW CONNECTED TO
OSS 2) AND CURRENT RESIDENCE (NOW CONNECTED TO OSS 1)

Mrs. C.A. Hester
c/o Lake Cushman Resort
Hoodsport Wash

C.C. to Richard Garner
St. Rt. '
Allyn, Wash.

Dear Mrs Hester

A recent examination of the new additions to your resort was made to determine the size of the sewage systems that would be needed for these ~~new~~ facilities

The recommended and minimum sizes are:

1. For the three cabin unit the recommended size would be a 900 gal. septic tank and 600 sq. ft. of drainfield. The minimum size would be a 750 gal. septic tank and 450 sq. ft. of drainfield.
2. For the two cabin unit the recommended size would be a 750 gal. septic tank and 400 sq. ft. of drainfield. The minimum size would be a 600 gal. septic tank and 300 sq. ft. of drainfield.
3. As we stated in our letter of Nov. 29, 1961, the recommended size septic tank for the restaurant-bar would be a 1250 gal. septic tank and 450 sq. ft. of drainfield. The minimum size would be a 1000 gal. septic tank and 350 to 450 sq. ft. of drainfield.

You are reminded that these minimums must be met before a permit to operate may be granted.

Please inform us when these systems ^{ARE} installed and before they ~~are~~ covered so that we can make our inspections.

SITE NO. 6499 (AMMENDMENT) PARCEL NO. 5-22-4

CURRENT OSS 4

THURSTON-MASON HEALTH DISTRICT
 DIVISION OF ENVIRONMENTAL HEALTH
 529 WEST FOURTH PHONE 753-8073 OLYMPIA, WA 98501
 110 W. K ST P.O. BOX 746 PHONE 426-4407 SHELTON, WA 98584

APPLICANT LAKE CUSHMAN RESORT

ADDRESS PO Box 387 HOODSPORT PHONE _____

SEWAGE CONTRACTOR _____

NAME OF PLAT _____ LOT NO. _____

SEC. _____ TOWNSHIP _____ RANGE _____

DESIGNER: _____

TYPE OF BUILDING _____ NO. OF BEDROOMS _____ LOT SIZE _____ X _____

WATER SYSTEM _____ GARBAGE DISPOSAL _____

LIQUID WASTE G.P.D. _____

↑ NORTH - SITE PLAN AND SPECIAL STIPULATIONS:
 (INDICATE DIRECTION OF DRAINAGE)
DRAIN FIELD SIZE REDUCED TO REFLECT REDUCED SIZE OF REST ROOMS —
D.F. STILL SIZED TO MEET SPOCK LOADS ON PEAK DAYS — COJ

DIRECTIONS TO SITE: _____

THIS SITE PERMIT EXPIRES 5/28/79

DATE	BASIS FOR FEE	AMOUNT	RECEIPT NUMBER
<u>5/28/76</u>	<u>SITE & SEWAGE</u>	<u>45.00</u>	<u>3041</u>

DATE _____ APPLICANT MUST CALL FOR INSPECTIONS LISTED BELOW

SITE: APPROVED NOT APPROVED

BY: Charles & Leah ROJ

SEWAGE: APPROVED NOT APPROVED

BY: Charles & Leah ROJ

SOIL TYPE _____

DEPTH TO WATER TABLE _____ FT.

PERC TESTS _____ INCHES PER HOUR _____

BY _____ DATE _____

PRIMARY 1000 GALS. SEPTIC TANK(S) DOUBLE GAL. PUMP REQ. _____

DISTRIBUTION TILE TOTAL 100 FEET

FILTRATION AREA 667 SQ. FEET

QUANTITY OF APPROVED STONE 33 CU. YD. SAND _____ CU. YD.

FILL REQUIRED _____ CU. YDS.

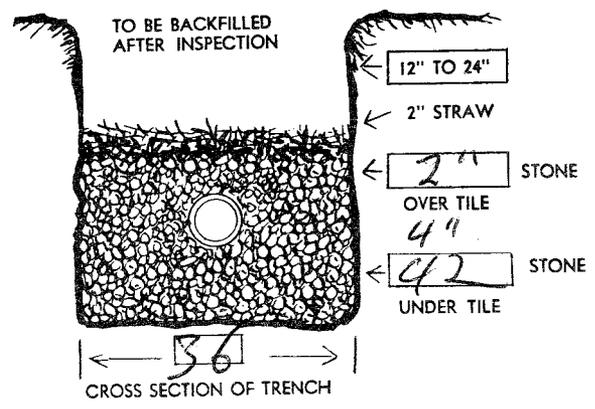
SPECIAL SYSTEM REQUIRED _____

THE ELEVATION OF THE BUILDING SEWER SHALL BE SUCH THAT THE MAXIMUM DEPTH OF THE DISTRIBUTION TILE SHALL BE BETWEEN 12 INCHES AND 36 INCHES FROM FINISHED GRADE TO TOP OF TILE UNLESS OTHERWISE STIPULATED BY THE HEALTH OFFICER. IF THE ELEVATION OF THE BUILDING SEWER IS TOO LOW TO MEET THESE ELEVATIONS, A SEWAGE EJECTOR MAY BE REQUIRED.

ISOLATION STANDARDS FOR PRIVATE WATER SUPPLIES: BETWEEN WELL AND TANK OR ANY PART OF THE TILE FIELD, 100 FEET FOR SINGLE RESIDENCE, MOBILE HOMES, DUPLEXES AND MULTIPLE DWELLINGS. NO DRAINFIELD WITHIN 100 FEET OF ANY WELL, FRESH WATER LAKE OR STREAM; 100 FEET FROM ANY SALT WATER BODY.

NOTE: "FOOTING DRAINAGE, DOWNSPOUTS, WATER SOFTENER AND ANY OTHER WASTE WATER NOT DEFINED AS SEWAGE SHALL NOT BE CONNECTED TO OR DISCHARGED INTO THE SEPTIC TANK SYSTEM OR THE SEWAGE DISPOSAL AREA". ALL SEWAGE, INCLUDING SINK AND LAUNDRY WASTE, MUST BE CONNECTED TO THE SEPTIC TANK.

FINAL INSPECTION REQUIRED BEFORE BACKFILLING



SITE NO. 6499

PARCEL NO.

CURRENT OSS 4

THURSTON-MASON HEALTH DISTRICT
 DIVISION OF ENVIRONMENTAL HEALTH
 529 WEST FOURTH PHONE 753-8073
 OLYMPIA, WA 98501 110 W. K ST P.O. BOX 746
 PHONE 426-4407 SHELTON, WA 98584

DATE	BASIS FOR FEE	AMOUNT	RECEIPT NUMBER
5/28/76	Site + sewage	45.00	3041

OWNER Lake Cushman Resort
 P.O. 387 Hoodspart PHONE 877-5296

DIRECTIONS TO SITE: _____ TOTAL FEES _____

SEWAGE CONTRACTOR Jerry Keating or Lake Cushman
 ADDRESS OR LOCATION Lake Cushman Maintenance
 NAME OF PLAT _____ LOT NO. _____

SOIL TYPE arsmelly loam
 DEPTH TO WATER TABLE _____ FT.

TOWNSHIP 22 RANGE 4 SEC. 5

WATER SOURCE PUBLIC PRIVATE

PERC. TESTS: _____ INCHES PER HOUR _____

TYPE OF BUILDING Public Restroom BASEMENT _____ LOT SIZE _____ X
3 Comodes 1 urinal

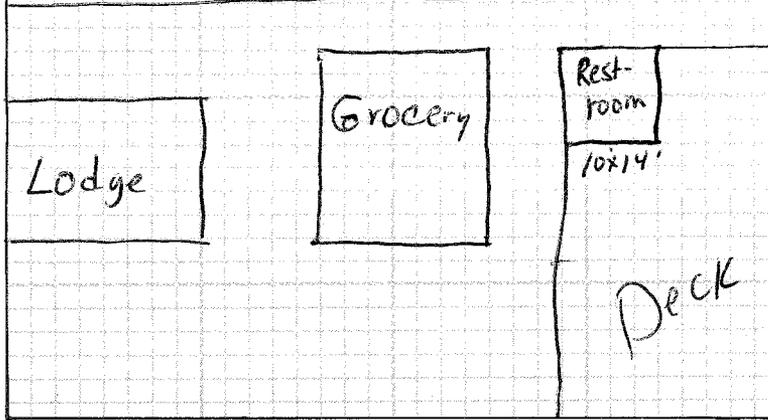
BY: _____ DATE _____
 PRIMARY SEPTIC TANK (S) 3-1200 GAL. SECONDARY AERATION _____ GAL.
TANKS

NO. OF BEDROOMS _____ NO. OF BATHS _____ GARBAGE DISPOSAL _____
 SPACE RESERVED FOR REPLACEMENTS DISTRIBUTION FIELD Adequate SQ. FT.

DISTRIBUTION TILE TOTAL 200 FEET
 TRENCH BOTTOM AREA 400 SQ. FEET

← NORTH - SITE PLAN AND SPECIAL STIPULATIONS:
DRAIN FIELD & TANKS REDESIGNED FOR PEAK LOADS
50 lined feet of DRAIN FIELD ARE FOR LAUNDRY FACILITIES
Parking
Roadway

QUANTITY OF APPROVED STONE 70 CU. YD. SAND _____ CU. YD.
 FILL REQUIRED _____ CU. YDS.



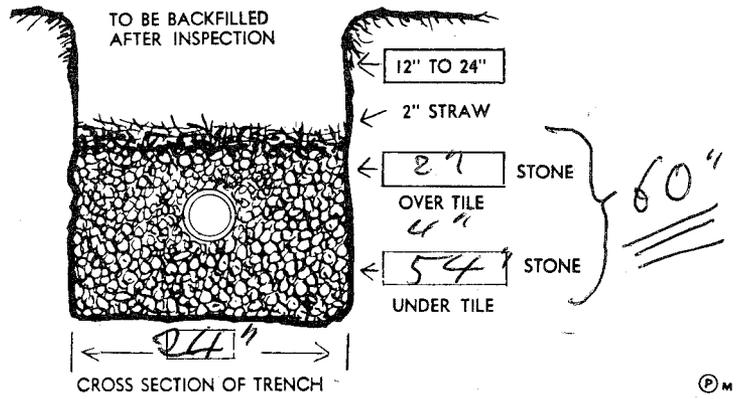
DEEP TRENCH SYSTEM
 THE ELEVATION OF THE BUILDING SEWER SHALL BE SUCH THAT THE MAXIMUM DEPTH OF THE DISTRIBUTION TILE SHALL BE BETWEEN 12 INCHES AND 36 INCHES FROM FINISHED GRADE TO TOP OF TILE UNLESS OTHERWISE STIPULATED BY THE HEALTH OFFICER. IF THE ELEVATION OF THE BUILDING SEWER IS TOO LOW TO MEET THESE ELEVATIONS, A SEWAGE EJECTOR MAY BE REQUIRED.

ISOLATION STANDARDS FOR PRIVATE WATER SUPPLIES: BETWEEN WELL AND TANK OR ANY PART OF THE TILE FIELD, 100 FEET FOR SINGLE RESIDENCE, MOBILE HOMES, DUPLEXES AND MULTIPLE DWELLINGS. NO DRAINFIELD WITHIN 100 FEET OF ANY WELL, FRESH WATER LAKE OR STREAM, 100 FEET FROM ANY SALT WATER BODY.

NOTE: "FOOTING DRAINAGE, DOWNSPOUTS, WATER SOFTENER AND ANY OTHER WASTE WATER NOT DEFINED AS SEWAGE SHALL NOT BE CONNECTED TO OR DISCHARGED INTO THE SEPTIC TANK SYSTEM OR THE SEWAGE DISPOSAL AREA". ALL SEWAGE, INCLUDING SINK AND LAUNDRY WASTE, MUST BE CONNECTED TO THE SEPTIC TANK.

OFFICE USE ONLY	
DATE	APPLICANT MUST CALL FOR INSPECTIONS LISTED BELOW
28 MAY 76	SITE: <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED BY: <u>Charles O'Leary</u>
	SEWAGE: <input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED
	BY: _____
	WATER: <input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED BY: _____

FINAL INSPECTION REQUIRED BEFORE BACKFILLING



THURSTON-MASON HEALTH DISTRICT

529 W. 4TH PHONE 753-8073
OLYMPIA, WA 98501

P.O. BOX 746 110 W. "K" ST. PHONE 426-4407
SHELTON, WA 98584

CURRENT OSS 4

RECORD OF FINAL INSPECTION OF YOUR SEWAGE DISPOSAL SYSTEM

OWNER Doc Fisher Lake Cushman Resort	TOWNSHIP	RANGE	SEC.
---	----------	-------	------

THIS RECORD IS NOT A GUARANTEE OF PERFORMANCE. A SEPTIC SYSTEM IS NOT A MUNICIPAL SEWER. HOWEVER WITH PROPER MAINTENANCE AND CAREFUL USE OF WATER IT CAN GIVE MANY YEARS OF TROUBLE FREE SERVICE. MANY PROBLEMS WITH SEPTIC TANKS ARE CAUSED BY FLUSHING EXCESSIVE AMOUNTS OF PAPER, CLOTH AND PLASTIC MATERIALS DOWN THE DRAIN, OR BY LARGE AMOUNTS OF WATER FROM LEAKY FAUCETS OR FAULTY FIXTURES.

THE SEPTIC TANK ITSELF SHOULD BE CLEANED EVERY TWO OR THREE YEARS DEPENDING ON THE HABITS OF THE FAMILY, THE NUMBER OF FIXTURES IN THE HOUSE, AND THE AMOUNT THAT A GARBAGE DISPOSAL IS USED. CLEANING AT THE RIGHT TIME WILL AVOID THE RISK OF INJURING OR DESTROYING THE DRAINFIELD DUE TO SOLIDS CARRYING OVER INTO THE DRAINFIELD. CALL THE THURSTON-MASON HEALTH DISTRICT FOR A LIST OF LICENSED SEPTIC TANK CLEANERS IN YOUR AREA. THE CLEANER CAN SERVE YOU BEST IF YOU SHOW HIM THIS RECORD WHEN HE COMES.

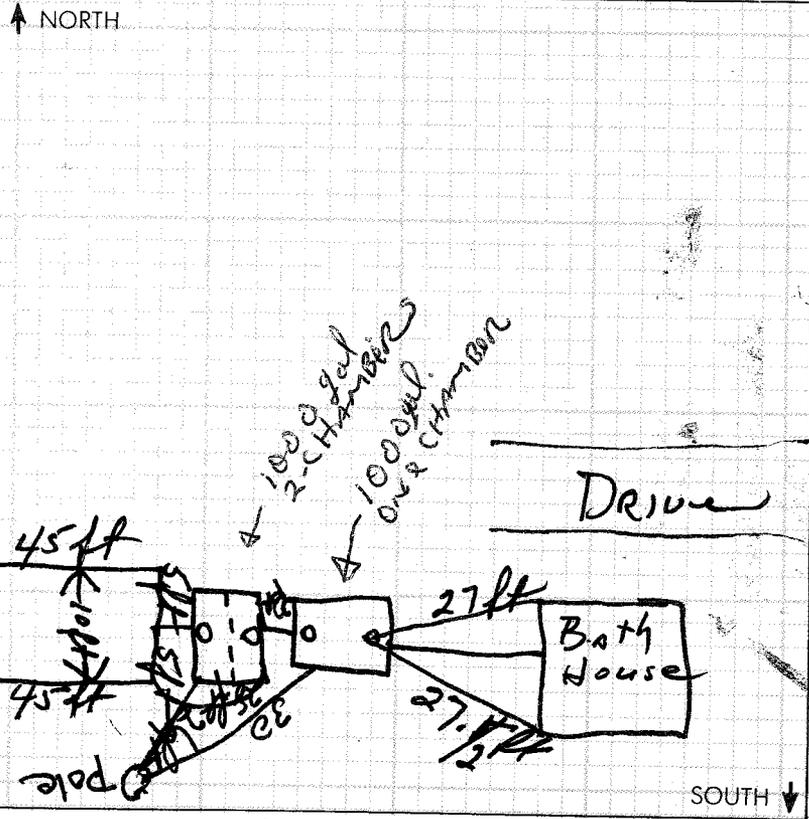
HEAVY TRUCKS OR EQUIPMENT SHOULD NEVER BE DRIVEN OVER THE TANK OR DRAINFIELD. CONSULT THIS RECORD IN CASE ANY BUILDINGS, DRIVEWAYS, SWIMMING POOLS, OR EXTENSIVE GRADING OR FILLING ARE LATER CONTEMPLATED.

SHRUBS OR TREES SHOULD NOT BE PLANTED CLOSE TO THE SEPTIC TANK AS THEY WOULD INTERFERE WITH CLEANING OF THE TANK. THEY CAN BE PLANTED IN THE DRAINFIELD AREA PROVIDING WILLOWS ARE NOT USED. THE YARD GRADE IN THE DISPOSAL AREA SHOULD BE SUCH THAT SURFACE WATER IS NOT POCKETED ON THE DRAINFIELD. ANY SETTLING OF THE GROUND OVER THE TRENCHES SHOULD BE FILLED IN WITH SOIL. DO NOT EXCESSIVELY WATER THE LAWN IN THE DRAINFIELD AREA. WATER EVAPORATION FROM THE DRAINFIELD IS ABOUT EQUAL TO ONE HALF INCH OF RAIN PER DAY.

FOOTING DRAINAGE, DOWNSPOUTS AND WATER SOFTENER RECHARGE WATER SHOULD NOT BE CONNECTED INTO THE SEPTIC SYSTEM OR DISCHARGED INTO THE DRAINFIELD AREA.

THE TYPES OF BACTERIA NEEDED IN A SEPTIC TANK ARE ALWAYS FOUND IN SEWAGE. THERE IS NO NEED TO ADD YEAST OR OTHER STARTERS TO A SYSTEM. THE USE OF REJUVENATORS OR CHEMICALS TO CLEAN A SEPTIC TANK HAVE NOT BEEN PROVEN TO BE BENEFICIAL AND MAY BE HARMFUL BY FLUSHING SOLIDS OUT OF THE TANK OR BY CHANGING THE CHARACTERISTICS OF THE SOIL. THE NORMAL USE OF BOWL CLEANERS OR CLEANING COMPOUNDS WILL NOT KILL THE BACTERIAL ACTION OR SLOW DOWN THE OPERATION OF THE SEPTIC TANK.

NAME OF PLAT Lake Cushman Resort		LOT NO.
SOIL COMMENTS		
SITE NO. 6499	AERATION	FIELD SIZE 3x4 X 100
DEPTH TO WATER TABLE	MONTH OF YEAR	GARBAGE DISPOSAL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
INSTALLER C+D Construction		
SIZE SEPTIC TANK (S) 1000^{SC} - 1000^{DC}		
DRAINFIELD LENGTH 100	TOTAL FEET	
TRENCH AREA 700	TOTAL SQ. FT.	
TILE DEPTH	<input type="checkbox"/> CORRUGATED	<input checked="" type="checkbox"/> SOLID <input type="checkbox"/> CEMENT
ROCK CU. YDS. 33	DEPTH 32" - 36" INCHES	
SPACE RESERVED FOR REPLACEMENT DISTRIBUTION FIELD: _____ SQ. FT.		



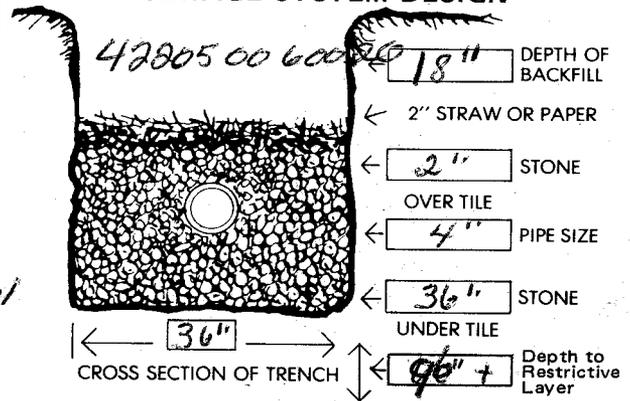
3 June 77 **Charles & Leaf R.S.**
DATE _____ APPROVED BY _____
12-11-76 C+D Const
DATE _____ CERTIFIED BY **John Pump**

THIS IS AN IMPORTANT DOCUMENT
KEEP IT WITH DEED OR OTHER
ESSENTIAL PAPERS.

MASON COUNTY
DEPARTMENT OF GENERAL SERVICES
ENVIRONMENTAL HEALTH SECTION
 P.O. BOX 186 • 303 NORTH 4th STREET • SHELTON, WA 98584
 PHONE (206) 426-5561

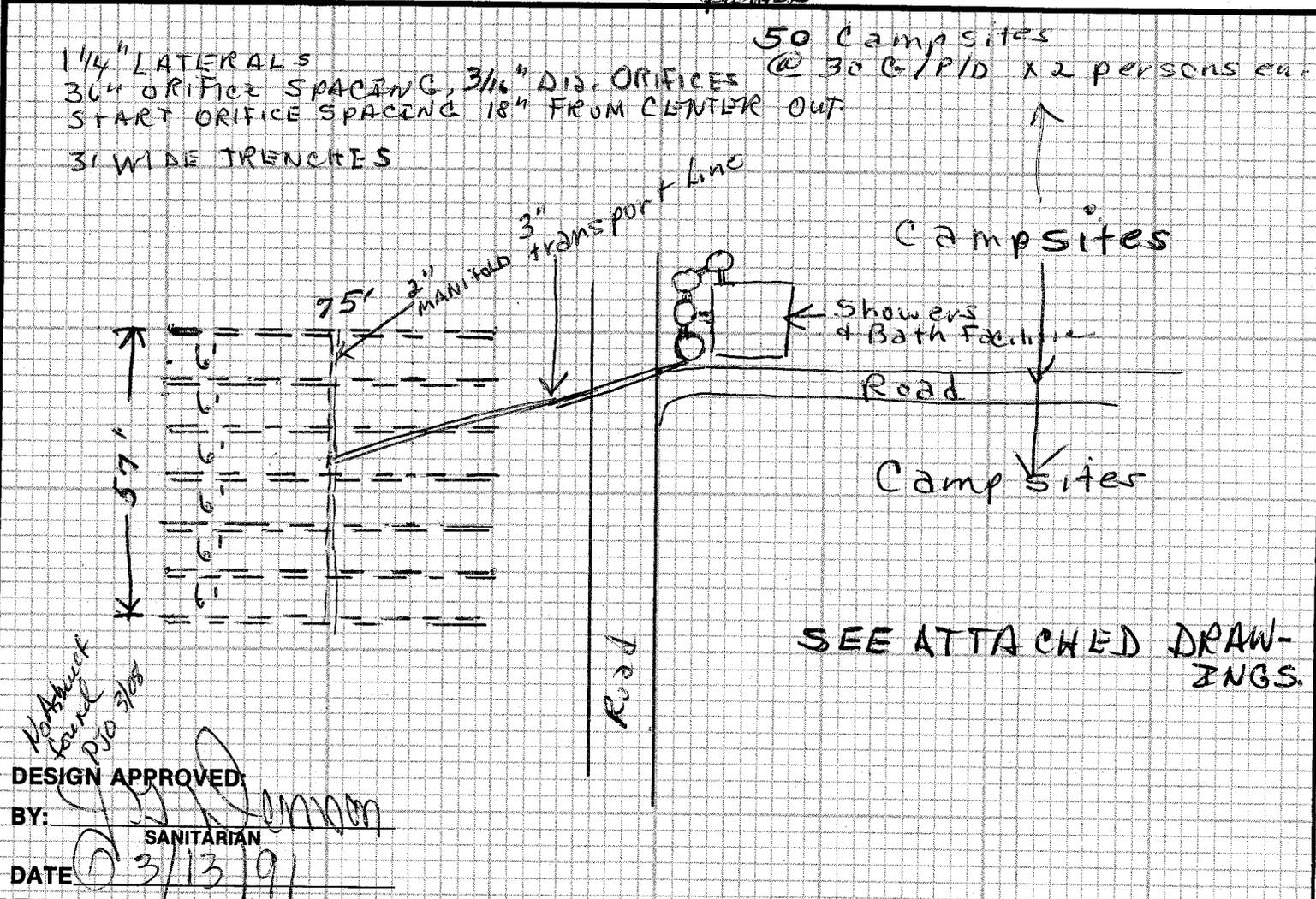
SEWAGE SYSTEM DESIGN

PROPERTY OWNER Tom Reagan	DATE SUBMITTED 2/27/91
ADDRESS Cushman Resort Hoodsport, WA 98548	DESIGNED BY Joyce Johnson
LEGAL DESCRIPTION Lake Cushman Resort	SOIL LOG - DATA med loam sand/gravel



CALCULATIONS: 50 ^{comp} ~~res~~ GPD if other than residence **3000 Maximum**
 Application Rate: gal./sq.ft./day **1.0**
 Drainfield Sizing: Absorption Area **3000** Ft.² Total Length **500** Ft. **deep trench**
 Pump Specifications: High level alarm **yes** Elevation Difference _____ Ft.
 GPM **00-50** Discharge Volume **100**
 Volume of sump **1000 gal.**
 Septic Tank Size and Manufacturer **1200 Gal. 2/comp Comp**

- SHOW THE FOLLOWING ITEMS IN GRID BELOW:**
- A. Horizontal system plan and, if mound system is proposed or slopes exceeding 15% provide cross section.
 - B. Scale
 - C. Benchmark Δ, stubout elevation, tank outlet elevation, (bottom of pipe), elevation at finish grade at center of drainfield.
 - D. Property lines, building, trees, slopes in excess of 5%, driveway.
 - E. All wells or drinking water supplies within 100 ft., water lines.
 - F. Drainage system detail (i.e. curtain drain).
 - G. Replacement area.



The undersigned agrees not to hold the Mason County Department of General Services, Environmental Health Section, responsible in the event that the system as proposed by _____ fails to operate as required by the Mason County Health Code.

Signature of Owner _____ Date _____
 Signature of Designer **Joyce Johnson** Date **2/27/91**

DESIGN FOR PROPOSED RESTROOM AT NORTH END OF RESORT - NOT CONSTRUCTED

42205 00 60020

SINGLE
COMPARTMENT
SEPTIC TANK

BATH ROOMS
SHOWERS

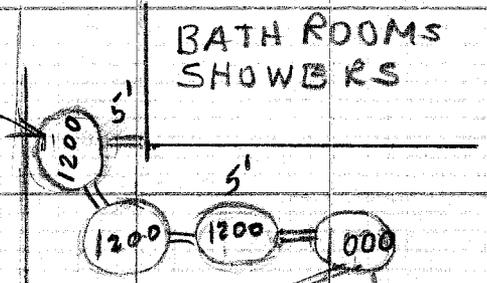
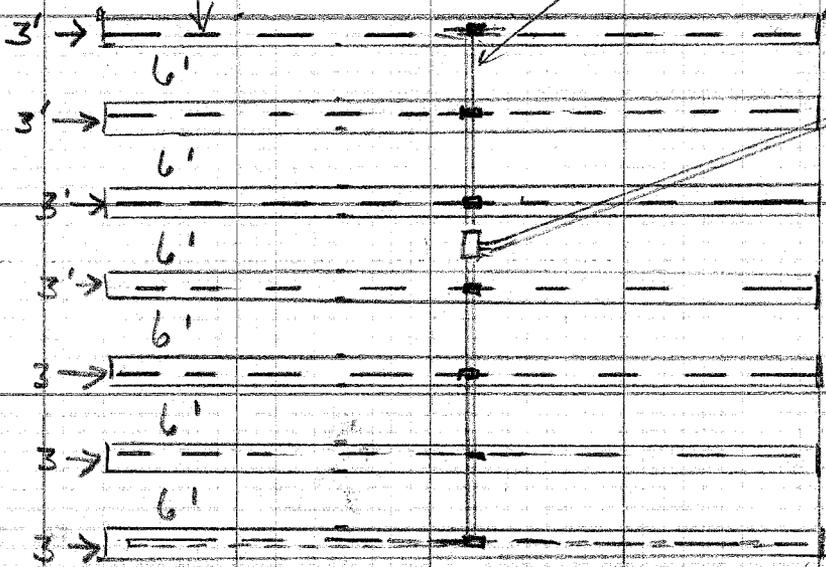
1/4" LINES
3/16" OFFICES
36" ON CENTER
(FIRST HOLE OFF
MANIFOLD 18")

75' 2" MANIFOLD

3" TRANS
PORT
Schedule 40

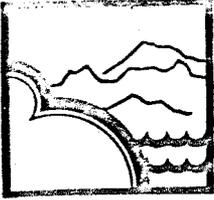
APPROX
125'

SINGLE
COMP. IN
CONCRETE
PUMP
CHAMBER



ROAD

DESIGN FOR PROPOSED RESTROOM AT NORTH END OF RESORT - NOT CONSTRUCTED



MASON COUNTY
DEPARTMENT of GENERAL SERVICES

Courthouse Annex I N. Fourth & W. Cedar
P.O. Box 186 Shelton, Washington 98584
(206) 428-5598

427-9670

building environmental health maintenance parks & recreation planning sewer & water

DATE: April 25, 1988

TO: George Haffner
Lake Cushman Resort
P. O. Box 148
Hoodsport, Wa 98548

RE: Septic Permit for 42205-00-60020 Tract 2

Dear Mr. Haffner:

The above referenced lot was inspected on 22 March 1988.
The inspection revealed the following features of your lot:

Upper 2 ft predominantly sandy gravelly soil with some loam.
Below approximately 2 ft is medium to coarse sand, gravel & cobble
mix to greater than 7 ft depth. Compactness of gravel varies.

The Mason County Sanitary Code provides for special systems
to be designed for sites which have less than four feet of
permeable soil.

Special systems may be designed by a Professional Engineer,
Registered Sanitarian, or designer licensed by Mason County.
A list of county certified designers is enclosed.

This letter is not a guarantee that the lot will receive
approval to install a system. It is notification only that
the features noted during the site inspection would require
a special design.

when a special design is submitted and approved, the application
will be approved and the system may be installed as designed
and in accordance with the sanitary Code.

If you have questions or comments, please feel free to
contact this office.

Sincerely,

JOHN G. DENISON

Environmental Health Specialist

cc: Brian Sund

NJP
Enclosure

PS: Since this is a commercial system we will need an additional \$50
to bring the total permit fee of \$125.00 into paid status.

APPLICATIONS WITH UNKNOWN RELEVANCE OR STATUS

SEWAGE SYSTEM PERMIT APPLICATION

4-22-05

Permit Expires 1 / 1

MASON COUNTY DEPARTMENT OF GENERAL SERVICES
ENVIRONMENTAL HEALTH

303 NORTH 4TH / P.O. BOX 186 / SHELTON, WA 98584
PHONE (206) 426-5561

FOR DEPARTMENT USE ONLY

APPLICANT Brian Sund 877-5345

ADDRESS Box 477 Hoodspart 9 PHONE

CITY 98548 ZIP

PROPERTY OWNER George Haffner

ADDRESS Box 148 Hoodspart PHONE 877-9630

CITY ZIP

SEWAGE CONTRACTOR Brian Sund SEWAGE DESIGNER

LEGAL DESCRIPTION LK Cushman Resort

42205-00-60020 9R 2

TYPE OF BUILDING Cabins NO. OF BEDROOMS 10 LOT SIZE 14 acres

SINGLE RESIDENCE WATER SYSTEM PUBLIC WATER SYSTEM NAME Cushman

COMMERCIAL ONLY LIQUID WASTE G.P.D.

DIRECTIONS TO SITE:

UP LAKE Cushman Rd. to Resort 90 Down Hill approx 1/2 way take Right to perk holes (4) continue to far end of Resort for 2 more

SITE PLAN AND SPECIAL STIPULATIONS (INDICATE DIRECTION OF DRAINAGE)

DATE	BASIS FOR FEE	AMOUNT	RECEIPT #
3/18/88	Permit	75.00	0942
4/28/88	BALANCE	50.00	1230
SITE: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved			
BY:			
3/22/88	DESIGN SYSTEM REQUIRED	JGD	12/80
INSTALLATION: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved			
BY:			
DEPTH TO WATER TABLE			

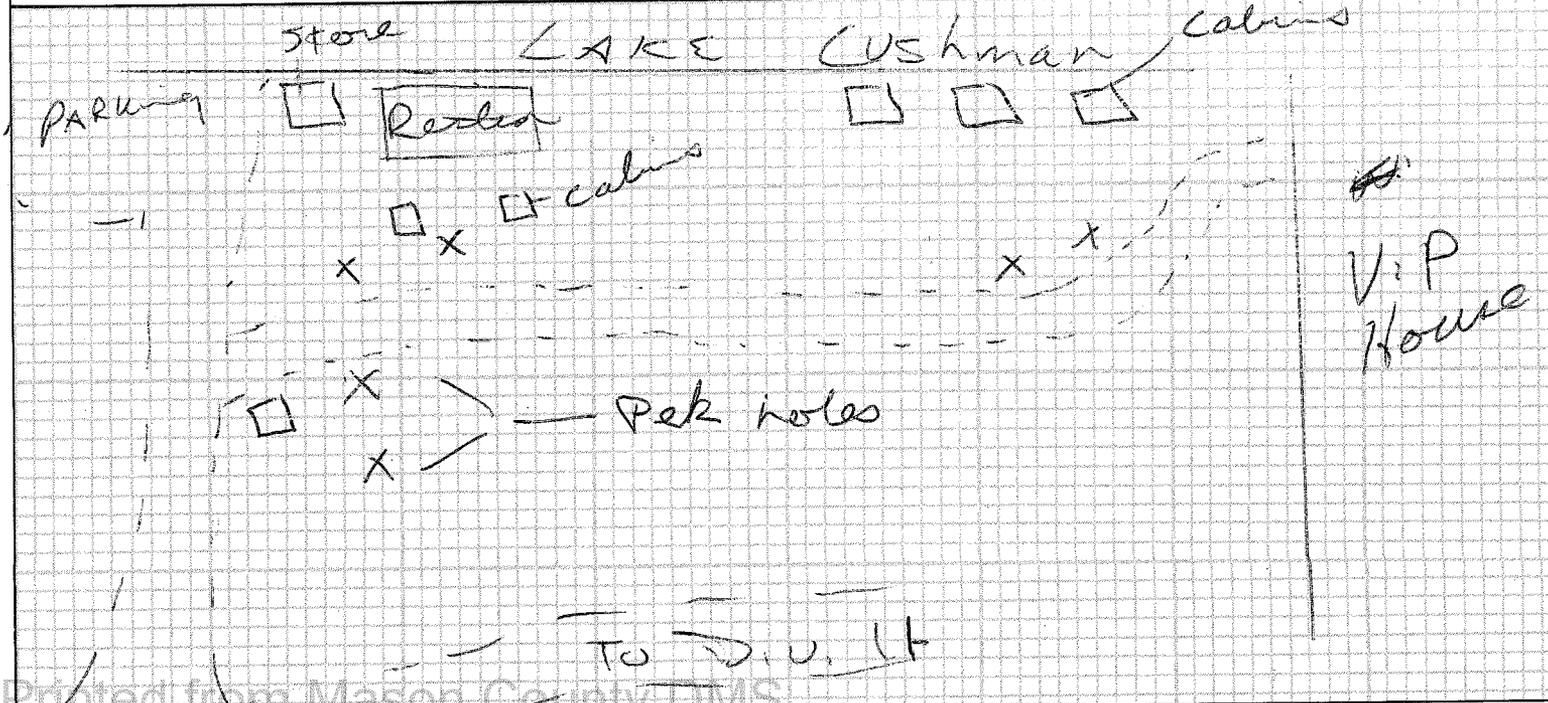
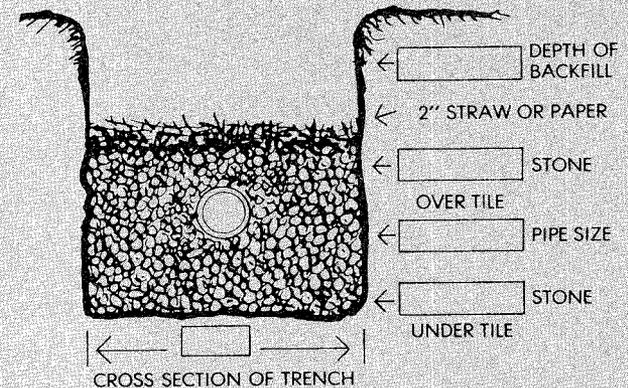
SOIL TYPE: upper 2ft prebm. sandy gravelly soil with some lom. Below approx 2ft level is med. to coarse sand, gravel & obble mix. to > 7ft depth. Compaction of gravel varies

SEPTIC TANK (S) _____ GAL. PUMP REQ. _____

DISTRIBUTION TILE TOTAL _____ FEET

FILTRATION AREA TOTAL _____ SQUARE FEET

FINAL INSPECTION REQUIRED BEFORE BACKFILLING



APPLICATIONS WITH UNKNOWN RELEVANCE OR STATUS

SITE NO. 0499 (ATTACHMENT)

PARCEL NO.

THURSTON-MASON HEALTH DISTRICT

DIVISION OF ENVIRONMENTAL HEALTH

529 WEST FOURTH
PHONE 753-8073
OLYMPIA, WA 98501

110 W. K ST P.O. BOX 746
PHONE 426-4407
SHELTON, WA 98584

APPLICANT LAKE CUSHMAN RESORT

ADDRESS PO Box 387 HOODSPORT PHONE _____

SEWAGE CONTRACTOR _____
NAME OF PLAT _____ LOT NO. _____

SEC. _____ TOWNSHIP _____ RANGE _____

DESIGNER: _____

TYPE OF BUILDING _____ NO. OF BEDROOMS _____ LOT SIZE _____ X _____

WATER SYSTEM _____ GARBAGE DISPOSAL _____

LIQUID WASTE G.P.D. _____

↑ NORTH - SITE PLAN AND SPECIAL STIPULATIONS:
(INDICATE DIRECTION OF DRAINAGE)

DRAIN FIELD SIZE REDUCED TO REFLECT REDUCED SIZE OF REST ROOMS —
D.F. STRICTLY STAY TO MEET SPEC LOADS ON PEAK DAYS —

RECEIVED
NOV 8 1976

DIRECTIONS TO SITE:
REGIONAL PLANNING

THIS SITE PERMIT EXPIRES 5/28/79

DATE	BASIS FOR FEE	AMOUNT	RECEIPT NUMBER
<u>5/28/76</u>	<u>50% FEE</u>	<u>45</u>	<u>3041</u>

DATE _____

APPLICANT MUST CALL FOR INSPECTIONS LISTED BELOW

SITE: APPROVED NOT APPROVED

BY: Charles & Legu RE

SEWAGE: APPROVED NOT APPROVED

BY: _____

SOIL TYPE _____

DEPTH TO WATER TABLE _____ FT.

PERC TESTS _____ INCHES PER HOUR

BY _____ DATE _____

PRIMARY SEPTIC TANK(S) 1000 SINGLE GAL. PUMP REQ. _____

DISTRIBUTION TILE TOTAL 100 FEET

FILTRATION AREA 667 SQ. FEET

QUANTITY OF APPROVED STONE 33 CU. YD. SAND _____ CU. YD.

FILL REQUIRED _____ CU. YDS.

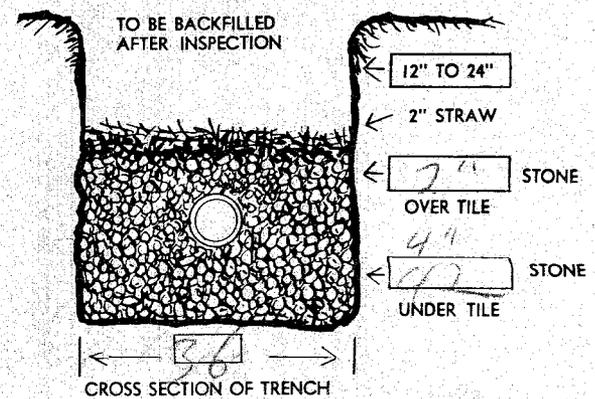
SPECIAL SYSTEM REQUIRED _____

THE ELEVATION OF THE BUILDING SEWER SHALL BE SUCH THAT THE MAXIMUM DEPTH OF THE DISTRIBUTION TILE SHALL BE BETWEEN 12 INCHES AND 36 INCHES FROM FINISHED GRADE TO TOP OF TILE UNLESS OTHERWISE STIPULATED BY THE HEALTH OFFICER. IF THE ELEVATION OF THE BUILDING SEWER IS TOO LOW TO MEET THESE ELEVATIONS, A SEWAGE EJECTOR MAY BE REQUIRED.

ISOLATION STANDARDS FOR PRIVATE WATER SUPPLIES: BETWEEN WELL AND TANK OR ANY PART OF THE TILE FIELD, 100 FEET FOR SINGLE RESIDENCE, MOBILE HOMES, DUPLEXES AND MULTIPLE DWELLINGS. NO DRAINFIELD WITHIN 100 FEET OF ANY WELL, FRESH WATER LAKE OR STREAM; 100 FEET FROM ANY SALT WATER BODY.

NOTE: FOOTING DRAINAGE, DOWNSPOUTS, WATER SOFTENER AND ANY OTHER WASTE WATER NOT DEFINED AS SEWAGE SHALL NOT BE CONNECTED TO OR DISCHARGED INTO THE SEPTIC TANK SYSTEM OR THE SEWAGE DISPOSAL AREA. ALL SEWAGE, INCLUDING SINK AND LAUNDRY WASTE, MUST BE CONNECTED TO THE SEPTIC TANK.

FINAL INSPECTION REQUIRED BEFORE BACKFILLING



APPLICATIONS WITH UNKNOWN RELEVANCE OR STATUS

-- Attachment 4 --

Maintenance Records provided by Mason County Public Health

Name: LAKE CUSHMAN RESORT
 Site Address: 4621 N LAKE CUSHMAN ROAD(GROCERY STORE, RESTROOMS
 Hoodspert, WA
 Mail Address: PO Box 11007
 Tacoma, WA

Management Level: Residential

Service Provider ID: N/A
 Service Provider: AAA Septic Pumpers
Report Filed By: Debra Lovely

Components that were pumped, inspected or maintained:
 1: Community System

Septic/Holding Tank Gallons Pumped: 1200
Total Gallons Pumped: 1200

Last Report Dates	
Inspection:	<i>None Filed</i>
Maintenance:	1/28/2016
Pump:	9/2/2016

Lid Depth	
Septic Tank:	
Lift Tank / Siphon Chamber:	
Aeration Unit:	

Date & Time Serviced: 9/2/2016

Date & Time Disposed: 9/2/2016

Disposal Location: Bio-Cycle

Gallons Disposed: 1200

Waste Type: *None Selected*

Default Report Questions Questions

Is this service for a home sale Yes No

Repairs needed Yes No

Describe the repairs that were done (1024 character limit!)

This report only describes the conditions at the time of service and under the conditions of use at that time. This report does not address how the system will perform in the future under the same or different conditions of use. Carmody, Compass and Septic Search are independent business entities and are not associated with business practices or liabilities assumed by the inspection, inspectors and or their business entities.

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***This is a copy of an electronic document generated from Carmody.*

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Name: LAKE CUSHMAN RESORT
 Site Address: 4621 N LAKE CUSHMAN ROAD(GROCERY STORE, RESTROOMS
 Hoodsport, WA
 Mail Address: PO Box 11007
 Tacoma, WA

Management Level: Residential

Service Provider ID:
 Service Provider: Bamford Septic Repair
Report Filed By: Thad Bamford

Components that were maintained:
 1: Food Permit

Last Report Dates		Lid Depth	
Inspection:	<i>None Filed</i>	Septic Tank:	
Maintenance:	1/28/2016	Lift Tank / Siphon Chamber:	
Pump:	9/2/2016	Aeration Unit:	

Date & Time Serviced: 1/28/2016

Default Report Questions

Is this service for a home sale Yes No

Repairs needed Yes No

Describe the repairs that were done (1024 character limit!)

This report only describes the conditions at the time of service and under the conditions of use at that time. This report does not address how the system will perform in the future under the same or different conditions of use. Carmody, Compass and Septic Search are independent business entities and are not associated with business practices or liabilities assumed by the inspection, inspectors and or their business entities.

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Name: LAKE CUSHMAN RESORT
 Site Address: 4621 N LAKE CUSHMAN ROAD(GROCERY STORE, RESTROOMS
 Hoodspert, WA
 Mail Address: PO Box 11007
 Tacoma, WA

Management Level: Residential

Service Provider ID: N/A
 Service Provider: AAA Septic Pumpers
Report Filed By: Debra Lovely

Components that were pumped, inspected or maintained:
 1: Community System

Septic/Holding Tank Gallons Pumped: 1000
Total Gallons Pumped: 1000

Last Report Dates	
Inspection:	<i>None Filed</i>
Maintenance:	1/28/2016
Pump:	9/2/2016

Lid Depth	
Septic Tank:	
Lift Tank / Siphon Chamber:	
Aeration Unit:	

Date & Time Serviced: 9/10/2014

Date & Time Disposed: 9/10/2014

Disposal Location: Bio-Cycle

Gallons Disposed: 1000

Waste Type: *None Selected*

Default Report Questions Questions

Is this service for a home sale Yes No

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***This is a copy of an electronic document generated from Carmody.*

Name: LAKE CUSHMAN RESORT
 Site Address: 4621 N LAKE CUSHMAN ROAD(GROCERY STORE, RESTROOMS
 Hoodspont, WA
 Mail Address: PO Box 11007
 Tacoma, WA

Management Level: Residential

Service Provider ID: N/A
 Service Provider: AAA Septic Pumpers
Report Filed By: Debra Lovely

Components that were pumped, inspected or maintained:

1: Conventional (Non-Pressurized)<-- *Inactive Component as of 7/3/2014 4:22:42 PM*

Septic/Holding Tank Gallons Pumped: 1000

Total Gallons Pumped: 1000

Last Report Dates	
Inspection:	<i>None Filed</i>
Maintenance:	1/28/2016
Pump:	9/2/2016

Lid Depth	
Septic Tank:	
Lift Tank / Siphon Chamber:	
Aeration Unit:	

Date & Time Serviced: 1/27/2014

Date & Time Disposed: 1/27/2014

Disposal Location: Bio-Cycle

Gallons Disposed: 1000

Waste Type: *None Selected*

Default Report Questions Questions

Is this service for a home sale Yes No

This report only describes the conditions at the time of service and under the conditions of use at that time. This report does not address how the system will perform in the future under the same or different conditions of use. Carmody, Compass and Septic Search are independent business entities and are not associated with business practices or liabilities assumed by the inspection, inspectors and or their business entities.

***This is a copy of an electronic document generated from Carmody.*

Name: LAKE CUSHMAN RESORT
 Site Address: 4621 N LAKE CUSHMAN ROAD(GROCERY STORE, RESTROOMS
 Hoodspout, WA
 Mail Address: PO Box 11007
 Tacoma, WA

Management Level: Residential

Service Provider ID: N/A
 Service Provider: AAA Septic Pumpers
Report Filed By: Debra Lovely

Components that were pumped, inspected or maintained:

1: Conventional (Non-Pressurized)<-- *Inactive Component as of 7/3/2014 4:22:42 PM*

Septic/Holding Tank Gallons Pumped: 750

Total Gallons Pumped: 750

Last Report Dates	
Inspection:	<i>None Filed</i>
Maintenance:	1/28/2016
Pump:	9/2/2016

Lid Depth	
Septic Tank:	
Lift Tank / Siphon Chamber:	
Aeration Unit:	

Date & Time Serviced: 3/16/2011

Date & Time Disposed: 3/16/2011

Disposal Location: Bio-Cycle

Gallons Disposed: 750

Waste Type: *None Selected*

Conventional (Non-Pressurized) Questions

Unsatisfactory service event Yes No

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Name: LAKE CUSHMAN RESORT
 Site Address: 4621 N LAKE CUSHMAN ROAD(GROCERY STORE, RESTROOMS
 Hoodspert, WA
 Mail Address: PO Box 11007
 Tacoma, WA

Management Level: Residential

Service Provider ID: N/A
 Service Provider: AAA Septic Pumpers
Report Filed By: Penny Orth

Components that were pumped, inspected or maintained:

1: Conventional (Non-Pressurized)<-- *Inactive Component as of 7/3/2014 4:22:42 PM*

Septic/Holding Tank Gallons Pumped: 750

Total Gallons Pumped: 750

Last Report Dates	
Inspection:	<i>None Filed</i>
Maintenance:	1/28/2016
Pump:	9/2/2016

Lid Depth	
Septic Tank:	
Lift Tank / Siphon Chamber:	
Aeration Unit:	

Date & Time Serviced: 6/2/2005

Date & Time Disposed: 6/2/2005 12:30:00 AM

Disposal Location: Bio-Cycle

Gallons Disposed: 750

Waste Type: *None Selected*

Conventional (Non-Pressurized) Questions

Unsatisfactory service event Yes No

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***This is a copy of an electronic document generated from Carmody.*

Name: LAKE CUSHMAN RESORT
 Site Address: 4621 N LAKE CUSHMAN ROAD(GROCERY STORE, RESTROOMS
 Hoodspout, WA
 Mail Address: PO Box 11007
 Tacoma, WA

Management Level: Residential

Service Provider ID: N/A
 Service Provider: AAA Septic Pumpers
Report Filed By: Marie Seymour

Components that were pumped, inspected or maintained:

1: Conventional (Non-Pressurized)<-- *Inactive Component as of 7/3/2014 4:22:42 PM*

Septic/Holding Tank Gallons Pumped: 833
Total Gallons Pumped: 833

Last Report Dates	
Inspection:	<i>None Filed</i>
Maintenance:	1/28/2016
Pump:	9/2/2016

Lid Depth	
Septic Tank:	
Lift Tank / Siphon Chamber:	
Aeration Unit:	

Date & Time Serviced: 5/9/2005

Date & Time Disposed: 5/9/2005

Disposal Location: Bio-Cycle

Gallons Disposed: 833

Waste Type: *None Selected*

This report only describes the conditions at the time of service and under the conditions of use at that time. This report does not address how the system will perform in the future under the same or different conditions of use. Carmody, Compass and Septic Search are independent business entities and are not associated with business practices or liabilities assumed by the inspection, inspectors and or their business entities.

****This is a copy of an electronic document generated from Carmody.**

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City, including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

1.01 SUPPLIER / CONTRACTOR

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

1.02 SUBMITTAL

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

1.03 FORMS OF SUBMITTAL

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

1.04 COSTS TO PREPARE SUBMITTAL

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

1.05 LICENSES/PERMITS

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

1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

1.07 SUSTAINABILITY

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
 - 1. Pollutant releases
 - 2. Toxicity of materials used
 - 3. Waste generation
 - 4. Greenhouse gas emissions, including transportation of materials and services
 - 5. Recycle content
 - 6. Energy consumption
 - 7. Depletion of natural resources
 - 8. Potential impact on human health and the environment

1.08 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in a Solicitation, Submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
 - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
 - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

1.10 WARRANTIES/GUARANTEE

- A. Suppliers warrant that all items, including services, as applicable:
 - 1. Are merchantable.
 - 2. Comply with the City's latest drawings and specifications.
 - 3. Are fit for the City's intended use.
 - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
 - 5. Are new and unused unless otherwise stated.
 - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
 - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION

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

1.13 SUBMITTAL IS NON-COLLUSIVE

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

1.14 PARTNERSHIPS

The City will allow firms to partner in order to respond to a Solicitation. Multiple suppliers may team under a Prime Supplier's Submittal in order to provide responses to all sections in a single submission; however, each Supplier's participation must be clearly delineated by section. The Prime Supplier will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Supplier. All contract payments will be made only to the Prime Supplier. Any agreements between the Prime Supplier and other companies will not be a part of the Contract between the City and the Prime Supplier. The City reserves the right to select more than one Prime Supplier.

1.15 WITHDRAWAL OF SUBMITTALS

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

1.16 ACCEPTANCE OF SUBMITTALS

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

1.17 RIGHT TO REJECT

- A. The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

1.18 RESERVED RIGHTS

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
 - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
 - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
 - 3. To issue addenda for any purpose including:
 - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
 - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
 - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
 - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

1.19 SUBMITTAL CLARIFICATION

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

1.20 EVALUATION OF SUBMITTALS

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
 - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
 - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
 - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
 - d. Time of delivery and/or completion of performance (delivery date(s) offered).
 - e. Warranty terms.
 - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
 - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
 - h. Sufficiency of financial resources.
 - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
 - j. Ability to provide future maintenance and service on a timely basis.
 - k. Location of nearest factory authorized warranty repair facility or parts dealership.
 - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
2. Cash Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

1.21 CONTRACT OBLIGATION

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

1.22 AWARD

The City reserves the right to award Contracts for any or all items to one or more Suppliers in the best interests of the City.

1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

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

1.24 LEGAL HOLIDAYS

- A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

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

- B. 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.

1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City's sole discretion.

1.27 TERMINATION AND SUSPENSION

- A. Supplies. The City reserves the right to terminate a Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
- B. Services. The City may terminate a Contract at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.
- C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.
- D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

1.28 DEFAULT/BREACH

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

1.29 SCOPE OF SERVICES

Supplier agrees to diligently and completely perform the services required by a Contract.

1.30 SERVICES DO NOT INCLUDE PUBLIC WORK

Unless otherwise stated, the services and/or work contracted for herein exclude public work and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

1.31 PREVAILING WAGES

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
 - 1. Be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits,
 - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and
 - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

1.32 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.
- K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

1.33 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

- 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 Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- 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 Supplier 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 Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

1.34 RISK OF LOSS, SHIPPING AND DELIVERY

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

1.35 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

1.36 PACKING SLIPS AND INVOICES

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
 - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
 - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accountspayable@cityoftacoma.org.
 - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.
- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

1.37 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be Supplier's responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

1.38 TAXES

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.
 - 1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
 - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
 - 3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

1.39 COMPENSATION

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

1.40 PAYMENT TERMS

- A. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.

- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. 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.

1.41 PAYMENT METHOD – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:
 - 1. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules.
 - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
 - 2. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
 - 3. Check or other cash equivalent.
- B. The City's preferred method of payment is by Visa credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's authorized procurement card as a method of payment. **The City of Tacoma will not accept price changes or pay additional fees when the procurement card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.42 NOTICES

Unless otherwise specified, except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required by the Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to Supplier's registered agent and to the applicable City department representative.

1.43 INDEPENDENT CONTRACTOR STATUS

- A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.
- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

1.44 NONDISCRIMINATION

Supplier agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Supplier shall not discriminate in any employment action because 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 handicap. In the event of non-compliance by Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

1.45 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS

Supplier shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

1.46 REPORTS, RIGHT TO AUDIT, PERSONNEL

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

1.47 INSURANCE

During the course and performance of a Contract, Supplier will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.

1.48 INDEMNIFICATION – HOLD HARMLESS

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.
- B. These indemnifications shall survive the termination of a Contract.

1.49 CONFLICT OF INTEREST

No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier's services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. Supplier also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of Contract subjecting the Contract to termination.

1.50 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other

proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier's creation of the work.

- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

1.51 DUTY OF CONFIDENTIALITY

Supplier acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract, Supplier shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to a Contract.

1.52 DISPUTE RESOLUTION

In the event of a dispute pertaining to a Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate.

1.53 GOVERNING LAW AND VENUE

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

1.54 ASSIGNMENT

Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under the Contract without the prior written consent of the City.

1.55 WAIVER

A waiver or failure by either party to enforce any provision of the contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of the Contract.

1.56 SEVERABILITY AND SURVIVAL

If any term, condition or provision herein or incorporated by reference is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

1.57 NO CITY LIABILITY

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.58 SIGNATURES

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.

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.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

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.

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

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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

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.

(Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

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:

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

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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

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

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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

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.

(Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

