



City of Tacoma, WA

**TACOMA POWER/GENERATION**

**REQUEST FOR BIDS**

**2025 PETERMAN HILL COMMERCIAL THINNING PROJECT**

**SPECIFICATION NO. PG25-0055N**



City of Tacoma  
Tacoma Power/Generation

REQUEST FOR BIDS PG25-0055N  
2025 Peterman Hill Commercial Thinning Project

**Submittal Deadline: 11:00 a.m., Pacific Time, Monday, April 28, 2025**

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Late submittals will be returned unopened and rejected as non-responsive.

**Submittal Delivery:** Submittals will be received as follows:

**By Email:**

[sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org)

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

**Bid Opening:** Submittals in response to a RFB will be opened at the time listed in the submittal deadline.

**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](http://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-bid meeting will be held at the Cowlitz Wildlife Area office, 110 Main Avenue, Morton, WA on Wednesday, April 16, 2025 at 10:00 am. Bidders will be able to review the units to be harvested as well as the roadwork to be completed.

**Project Scope:** Commercially thin 230 acres of timber within the Peterman Hill Unit of the Cowlitz Wildlife Area. Specified road improvement work and road grading will be included as part of the project.

**Estimate:** The project is estimated to generate 2,000 MBF (2,000,000 board feet) of sawlogs and 5,000 tons of pulpwood logs.

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code and in accordance with State of Washington law.

**Americans with Disabilities Act (ADA Information):** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

**Federal Title VI Information:**

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

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Becky Lewis, Buyer by email to [rlewis4@cityoftacoma.org](mailto:rlewis4@cityoftacoma.org)

**Protest Policy:** City of Tacoma [protest policy](#), located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.



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

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## SUBMITTAL CHECK LIST

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

<p><b>The following items make up your complete electronic submittal package (include all the items below):</b></p>	
<p><b>Signature Page (Appendix B)</b> To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.</p>	
<p><b>Price Proposal Form (Appendix B)</b> The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.</p>	
<p><b>List of Equipment Form (Appendix B)</b></p>	
<p><b>After award, the following documents will be executed:</b></p>	
<p><b>City of Tacoma Contract (See sample in Appendix C)</b> Must be executed by the successful bidder.</p>	
<p><b>Certificate of Insurance and related endorsements (Appendix C)</b> Shall be submitted with all required endorsements</p>	

## **SPECIAL NOTICE TO BIDDERS**

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

### **I. STATE OF WASHINGTON**

#### **A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON**

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

1. Have a current certificate of registration as a contractor in compliance with chapters 18.27 RCW, 18.106 RCW, 70.87 RCW, 19.28 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

#### **B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:**

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

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

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

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

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

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

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

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

### **C. SUBCONTRACTOR RESPONSIBILITY**

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - b. Have a current Washington Unified Business Identifier (UBI) number;
  - c. If applicable, have:
    - i. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
    - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
    - v. An elevator contractor license, if required by Chapter 70.87 RCW and;

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

## **II. CITY OF TACOMA**

### **A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:**

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
  - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

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

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

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

**C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

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

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

**D. DETERMINATION OF BIDDER RESPONSIBILITY**

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



## 1. STANDARD TERMS AND CONDITIONS

City of Tacoma [Standard Terms and Conditions](#) apply.

## 2. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. (See Appendix C)

## 3. DESCRIPTION OF WORK

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for commercial thinning of 230 acres of timber within the Peterman Hill Unit of the Cowlitz Wildlife Area. Specified road improvement work and road grading will be included as part of the project. This work is explained in further detail in Appendix A of this contract. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

## 4. ANTICIPATED CONTRACT TERM

This contract is expected to be completed by September 1, 2026. The term may be extended if desired by the City of Tacoma.

## 5. CALENDAR OF EVENTS

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

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

Publish RFB:	<b>4/3/2025</b>
Pre-Bid Meeting:	<b>4/16/2025</b>
Question Deadline:	<b>4/17/2025</b>
City response to Questions:	<b>4/22/2025</b>
Submittal Due Date:	<b>4/28/2025</b>
Anticipated Award Date, on or about:	<b>April 2025</b>

## 6. INQUIRIES

- 6.1 Questions can be submitted to Becky Lewis, Buyer, via email to [rlewis4@cityoftacoma.org](mailto:rlewis4@cityoftacoma.org). Subject line to read:  
PG25-0055N – 2025 Peterman Hill Commercial Thinning Project – *VENDOR NAME*
- 6.2 Questions are due by 3 pm on the date included in the Calendar of Events section.
- 6.3 Questions marked confidential will not be answered or included.

- 6.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 6.5 The answers are not typically considered an addendum.
- 6.6 The City will not be responsible for unsuccessful submittal of questions.
- 6.7 Written answers to questions will be posted alongside these specifications at [www.tacomapurchasing.org](http://www.tacomapurchasing.org).

## 7. PRE-BID MEETING

A pre-bid meeting will be held at the date and time specified in the calendar of events, at the Cowlitz Wildlife Area office, 110 Main Avenue, Morton, WA on Tuesday, April 15, 2025 at 10:00 am. Bidders will be able to review the units to be harvested.

## 8. DISCLAIMER

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

## 9. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's

## 10. AWARD

**Awardee shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.**

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit or lump sum pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

All other elements or factors, whether or not specifically provided for in this specification, which would affect the final cost to and the benefits to be derived by the City will be considered in

determining the award of the contract. The final award decision will be based on the best interests of the City.

The City reserves the right to let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

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

## **11. PREVAILING WAGE INFORMATION**

If this project requires prevailing wages under chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Lewis County.

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
3. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

## **REQUIRED FILINGS**

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.
3. For on-call contracts, retainage can be release annually.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://secure.lni.wa.gov/> or by visiting their MY L&I account.

## **12. COMPLIANCE WITH SPECIFICATIONS**

All products shall be new and unused. Any product that does not comply with any part of these technical specifications shall be rejected and the vendor shall, at its own expense, including shipping, replace the item.

## **13. MATERIALS AND WORKMANSHIP**

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

## **14. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

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

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

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

## **15. LEAP REQUIREMENTS**

This project has no LEAP requirements, however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the [LEAP Office](#) for assistance in locating qualified employees. Visit the [LEAP website](#) for more information.

## **16. EQUITY IN CONTRACTING**

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

**APPENDIX A**

Scope of Work

Maps (Exhibit A)

# **Tacoma Power Peterman Hill 2025 Commercial Thinning Contract Scope of Work**

The objective of this contract is to thin the specified stands from below to enhance wildlife habitat. The thinning is specifically intended to improve tree growth rates and stimulate understory development to enhance wildlife habitat. The cut trees are to be removed from the stand to create more open conditions that facilitate access and movement of deer and elk and improve light penetration to understory vegetation. The removed trees are to be sold for pulp or dimensional lumber production to help offset costs of the thinning.

The 230-acre project is made up of eight separate units (herein after referred to as the Contract Area), these are shown on the attached “Peterman Thinning Operations” map included in Exhibit A. The units to be thinned are generally even aged stands largely dominated by Douglas fir, with lesser amounts of Western hemlock, grand fir, red alder, black cottonwood, and Western red cedar. The thinning of each unit will be completed using ground-based logging techniques to achieve an average stand density of 100 trees per acre (20 foot on center average spacing).

In addition to the timber harvest activities, various road work tasks will be completed:

- An 18 inch cross drain culvert at the intersection of the P1000 road and the P1100 road will be installed. Tacoma will provide the culvert and the contractor will complete the installation as directed by Tacoma. Coordination will be necessary with Lewis County Public Utility District, and will be facilitated by Tacoma. Note that this is a cross drain only; no stream is present at this location.
- Several road improvement tasks (road grading, surfacing, ditch cleaning, etc) will be completed on the P1080 road. These are outlined in detail on the attached “P1080 (West Road) upgrade” map attached and included in Exhibit A. The 18 inch cross drain culvert specified for this area will be supplied by Tacoma and installed by the contractor.
- A turnaround will be constructed at the end of the P1000 road as shown on the attached “P1000 turnaround construction” map attached and included in Exhibit A. This turnaround will be surfaced with four inches of 3 inch minus rock following completion of harvest activities.
- All roads used for haul will be graded following harvest activities. These roads are shown on the attached “road maintenance operations” map attached and included in Exhibit A. Note that some or all of these roads may need to be graded prior to harvest; this will be at the contractor’s discretion.

## **1. Logging and Delivery.**

1.1 Contractor will fell, buck, yard, load and deliver such logs as designated by Tacoma Power for cutting and removal within the Contract Area. Logs will be delivered to specified delivery point(s) for payment to the Contractor and Tacoma Power as arranged prior to delivery. Log description, rates, and delivery point(s) will be determined by Tacoma Power in consultation with the contractor.

1.2 The stand will be thinned from below using ground-based logging techniques to achieve an average stand density of 100 trees per acre (20-foot average spacing). Generally, the largest and healthiest trees will be retained to achieve this density. Existing openings are to be ignored when determining stand density. For the purposes of determining tree density, a tree is defined as a conifer or hardwood tree having 4-inch minimum diameter at breast height (dbh). To maintain conifer diversity, Douglas firs shall be selected for removal over western hemlocks when both exist in proximity and are of similar size. In mixed stands, hardwoods shall be selected for removal over conifers.

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

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

1.5 Unless otherwise instructed by Tacoma Power, stump heights shall be no greater than 6 inches. All species with at least 4 inches diameter (at the small end) that are merchantable shall be delivered. Species that meet the 12-foot length requirements and have at least a 4-inch dbh top shall be delivered to selected pulp mill(s). Species that are at least 16 feet in length (plus trim) and have a minimum 5-inch dbh top shall be delivered to selected conifer or hardwood mills as directed by Tacoma Power. Contractor shall not unnecessarily damage trees outside the designated Contract Area. Contractor shall not unnecessarily damage leave trees or other existing vegetation in Contract Area. Vegetation (e.g., leave trees, shrubs) shall be left undisturbed to the greatest extent possible. Non-merchantable logs and logging slash shall be retained in the Contract Area and scattered throughout the site as directed by Tacoma.

1.6 All trees will be removed along existing roads within one tree crown width, but no further than the ditch line or top of road bank. The target stand density does not apply to roads. No new roads are anticipated to be necessary to complete the thinning. Adequate roads are present within and along the edges of the unit to provide sufficient access to various areas of the Contract Area. Landing locations to be used are shown on the attached "Peterman Commercial Harvest" maps attached in Exhibit A. Contractor shall work with Tacoma's forester prior to starting work if additional or alternate landings are needed. No alternate or additional landings are to be created or used without prior approval by Tacoma. No cutting of firewood or removal of other forest products for personal or commercial use is allowed within the Contract Area or any other area on Tacoma lands.

1.7 Contractor will leave any dead tree or severely defective cull tree, and the largest conifers within the Contract Area to meet the stand density and spacing requirements, and any other additional leave trees that may be designated as leave trees by Tacoma Power that will not pose an unacceptable hazard to the safety of cutting or yarding crews.

1.8 Tacoma Power may wish to have logs delivered to various mills; the Contractor will deliver to such points as directed by Tacoma Power at the mileage rate specified in this contract and subsequent to the mutually agreed upon mileage.



1.9 The Contractor will complete Tacoma Public Utility's Load Ticket for each log truck load of logs hauled from the Units prior to leaving the Unit. The Load Ticket will indicate the date, brand, producer, destination, trucker, species, sort (saw log, pulp), and comments for each load. The Contractor will provide a copy of each load ticket to Tacoma Power, and will keep a copy for their records. The Contractor is responsible for each load of logs removed from the harvest unit.

1.10 Contractor will repair all roads damaged by its operations and will leave all roads and drainage ditches clear of logs, timber, limbs, or debris. Contractor will restore any existing water bars to roads in their current locations following work. Contractor will grade all roads used for hauling following harvest consistent with the attached "Road Maintenance Operations" map.

## 2. **Contract Area.**

2.1 Contractor's operations under this Agreement, subject to road use conditions, restrictions, and rights outside the Contract Area, will consist of and be limited to the designated portions of Tacoma Power's property located in Sections 8, 10, 14, 16, 22, 23, & 25, Township 12 North, Range 4 East, W.M. The Contract Area includes eight units identified in Exhibit A totaling approximately 230 acres. The boundaries are delineated with pink ribbon flagging labeled "Timber Harvest Boundary".

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

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

3. **Compensation.** As full compensation for performance of the terms, covenants and provisions of this Agreement, Tacoma Power will pay Contractor in accordance with the rates set forth below.

3.1 Harvest. Payment for tree harvest will be based on the Contractor's On Board Truck (OBT) bid rate per 1,000 board feet for dimensional logs and per ton for pulpwood. This contract is estimated to yield 2,000,000 board feet (2,000 MBF) of dimensional logs and 5,000 tons of pulpwood logs.

3.2 Hauling. Payment for hauling per load delivered will be calculated using the following formula (Base Rate + Mileage Rate) x (Contractor's Hauling Bid Factor), whereas the Base Rate = \$2.35 and the Mileage Rate = [(\$0.20 x "C" miles) + (\$0.15 x paved miles)]. The example contract haul route includes 45 paved miles and 5.0 "C" miles. This haul route and haul load calculation is for bidding purposes only; the actual hauling rate will be based on the hauling bid factor and the actual mileage per load since specific loads may go to various mill locations depending on log species, size, and quality.

3.3 Contractor shall be paid per the awarded OBT bid rate directly by the mill for each load of logs delivered for dimensional lumber, and by Tacoma for pulpwood. Copies of

mill receipts that document the volume of timber delivered to the mill will be provided to Tacoma and the Contractor.

4. **Timber Excise Tax.** The purchaser of the timber (i.e., mill) is responsible for paying the timber excise tax.

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

6. **Performance by Contractor.**

6.1 Contractor will complete all work within 12 months of contract issuance unless otherwise approved by Tacoma Power.

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

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

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

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

7. **Labor, Equipment, Materials and Permits.** Contractor, at its sole cost and expense, will provide and pay for all labor, equipment, materials, and supplies to complete services under this Agreement, unless otherwise specified herein. Contractor will obtain and pay for all permits required for the services provided under this Agreement unless otherwise specified herein, or otherwise agreed to in writing by Tacoma Power. Tacoma Power has acquired a Department of Natural Resources Forest Practices Act permit for this project.

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

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

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

11. **Scaling.** All logs delivered under this Agreement will be scaled or weighted at points designated by the receiving mills. Contractor will receive a copy of all scale or weight certificates. Scaling will be at the cost and expense of log buyer.

12. **Logging Operation.**

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

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

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

13. **Roads.**

13.1 Contractor will have the non-exclusive use of Tacoma Power roads, but only as necessary for performance of this Agreement. Tacoma Power makes no warranty or representation as to the conditions, safety, or suitability of its roads for use by Contractor. When

using Tacoma Power roads, Contractor will comply with all reasonable road restrictions and use during the adverse weather or fire conditions reasonable necessary to protect the road.

13.2 Unless otherwise provided in this Agreement, Contractor will construct or reconstruct all roads and landings necessary to operate in the Contract Area and to remove logs there from; provided, however that Contractor will obtain the prior written consent of Tacoma Power for all such activities that may be withheld in Tacoma Power's reasonable discretion.

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

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

14. Contractor shall grade all Tacoma roads used for hauling consistent with the attached "Road Maintenance Operations" map upon completion of all harvest activities.

## **15. Fire Suppression, Fire Precautions and Liability.**

15.1 Contractor will comply with all applicable DNR fire equipment requirements, precaution levels, and humidity/wind shutdown requirements.

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

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

15.4 In the event of lightning fires or other fires starting in the vicinity of Contractor's operations, Contractor will use every means available to suppress the fire and to notify Tacoma

Power immediately of the existence of such fire. Contractor will be reimbursed by Tacoma Power, or by the responsible firefighting agency, for its costs and expense incurred in fighting fires that are established as having been caused by lightning or those starting outside of the Contractor's work area that are not as a result of Contractor's work, negligence, or omission.

15.5 Tacoma Power reserves the right to shut down Contractor's operations when, in Tacoma Power's absolute discretion, a fire hazard poses a risk to the Contract Area or other land or timber. Tacoma also reserves the right to shut down project operations in rainy or wet conditions to avoid unnecessary road damage.

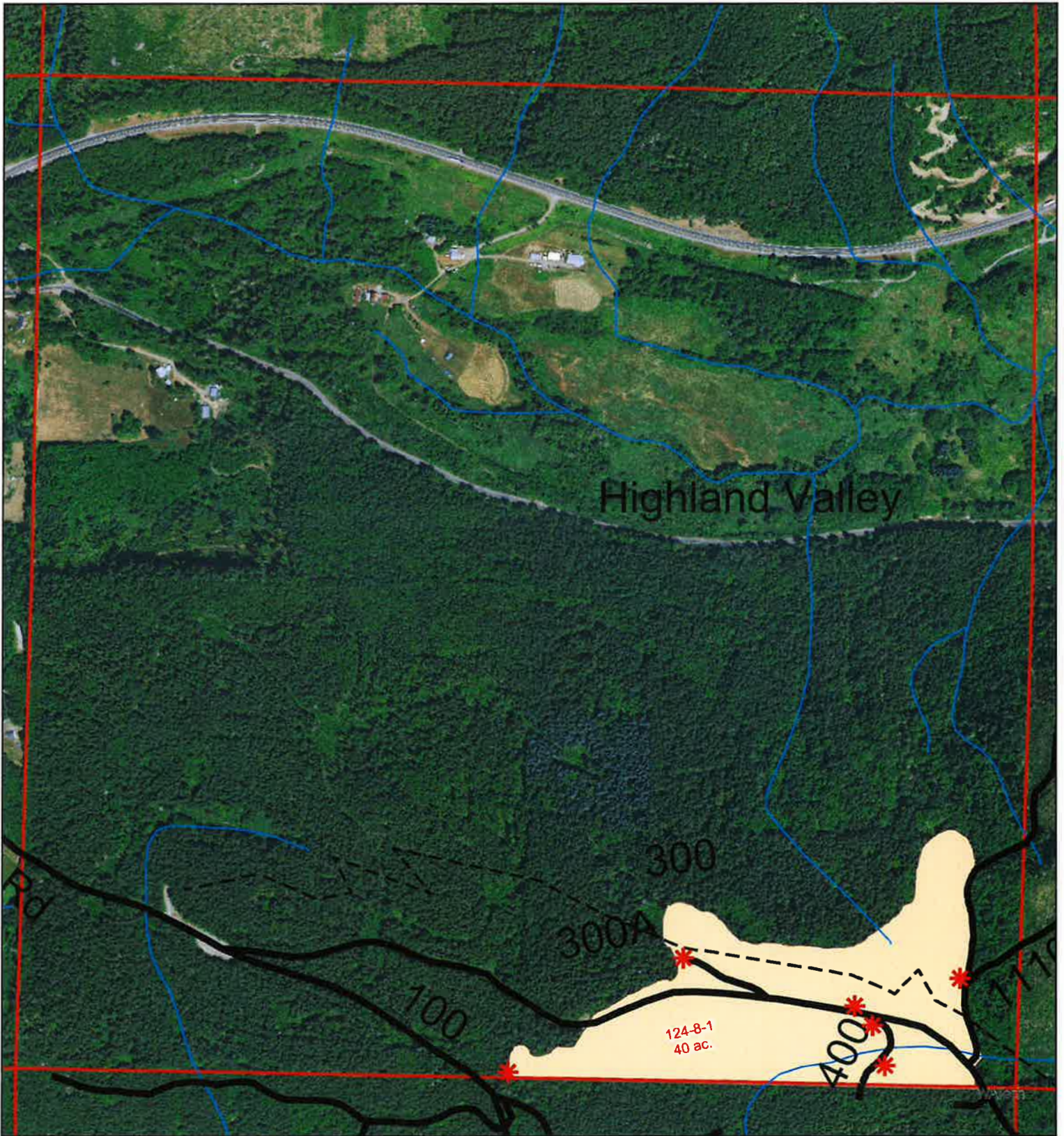
15.6 Contractor will not operate when humidity is below thirty percent (30%) or when, in Tacoma Power's absolute discretion, windy conditions present a threat or risk to Contractor's operations or any standing or down timber on the Contract Area.

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

**EXHIBIT A**

**THINNING OPERATIONS MAP, COMMERCIAL HARVEST MAPS (SHOWING  
LANDINGS AND ACCESS), ROAD OPERATIONS MAP, P1000 TURNAROUND  
CONSTRUCTION MAP, P1080 ROAD IMPROVEMENTS MAP**

# 2025 -2026 Peterman Commercial Harvest T12N R4E S8



- \* Landings
- Roads
- - - CWA\_Trail

- Streams
- ▭ Sections

0 250 500 1,000  
Feet

Scale: 1:8,000



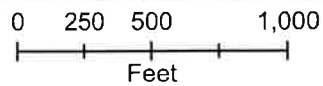
# 2025 -2026 Peterman Commercial Harvest

## T12N R4E S16



- \* Landings
- Roads
- - - CWA\_Trail

- Streams
- ▭ Sections



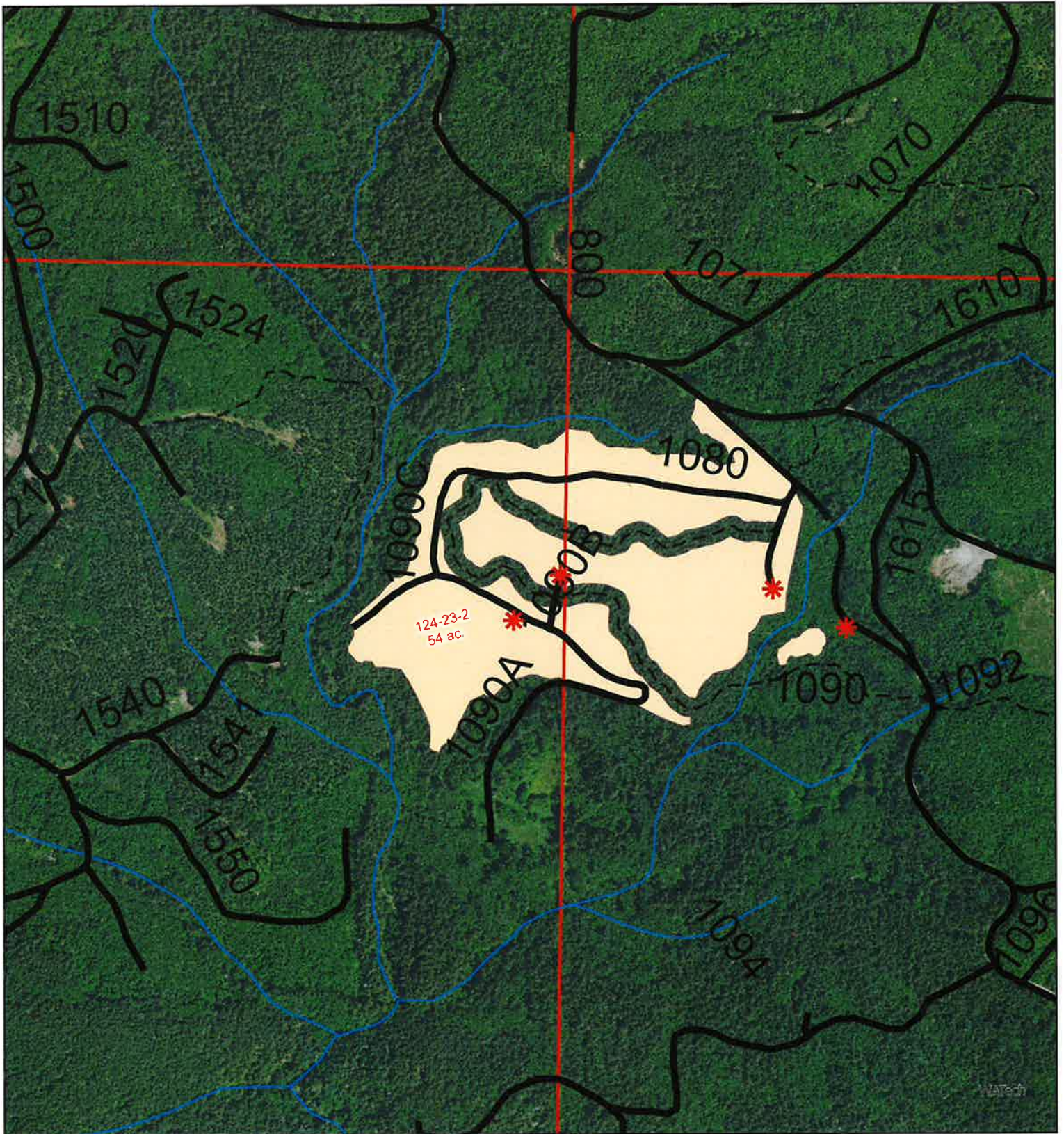
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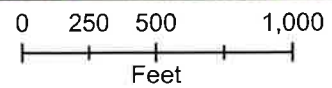
# 2025 -2026 Peterman Commercial Harvest

## T12N R4E S14, 15, 22 & 23



- \* Landings
- Roads
- - - CWA\_Trail

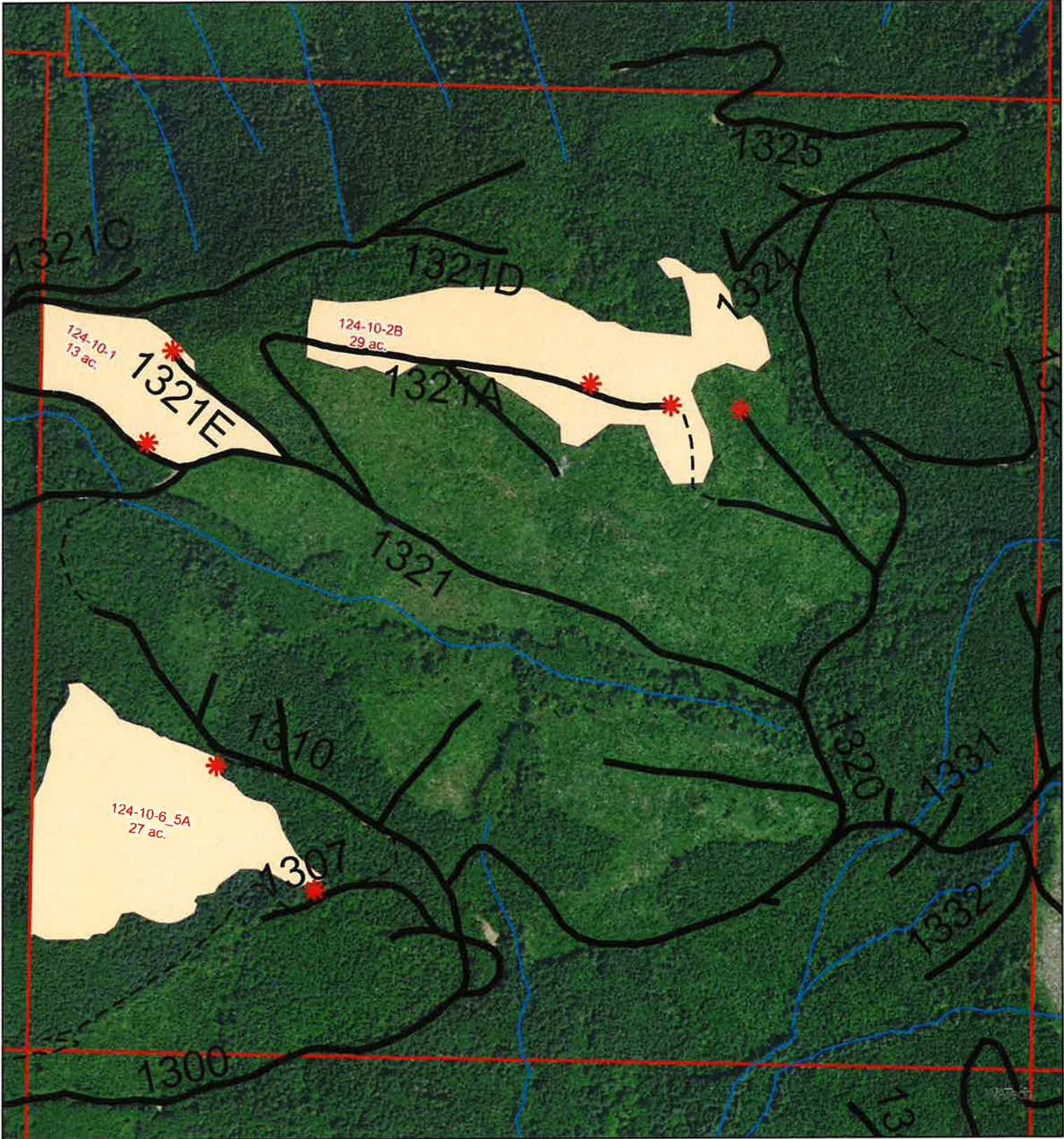
- Streams
- ▭ Sections



Scale: 1:8,000

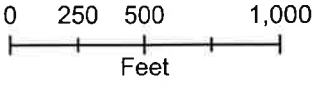


# 2025 -2026 Peterman Commercial Harvest T12N R4E S10



- \* Landings
- Roads
- - - CWA\_Trail

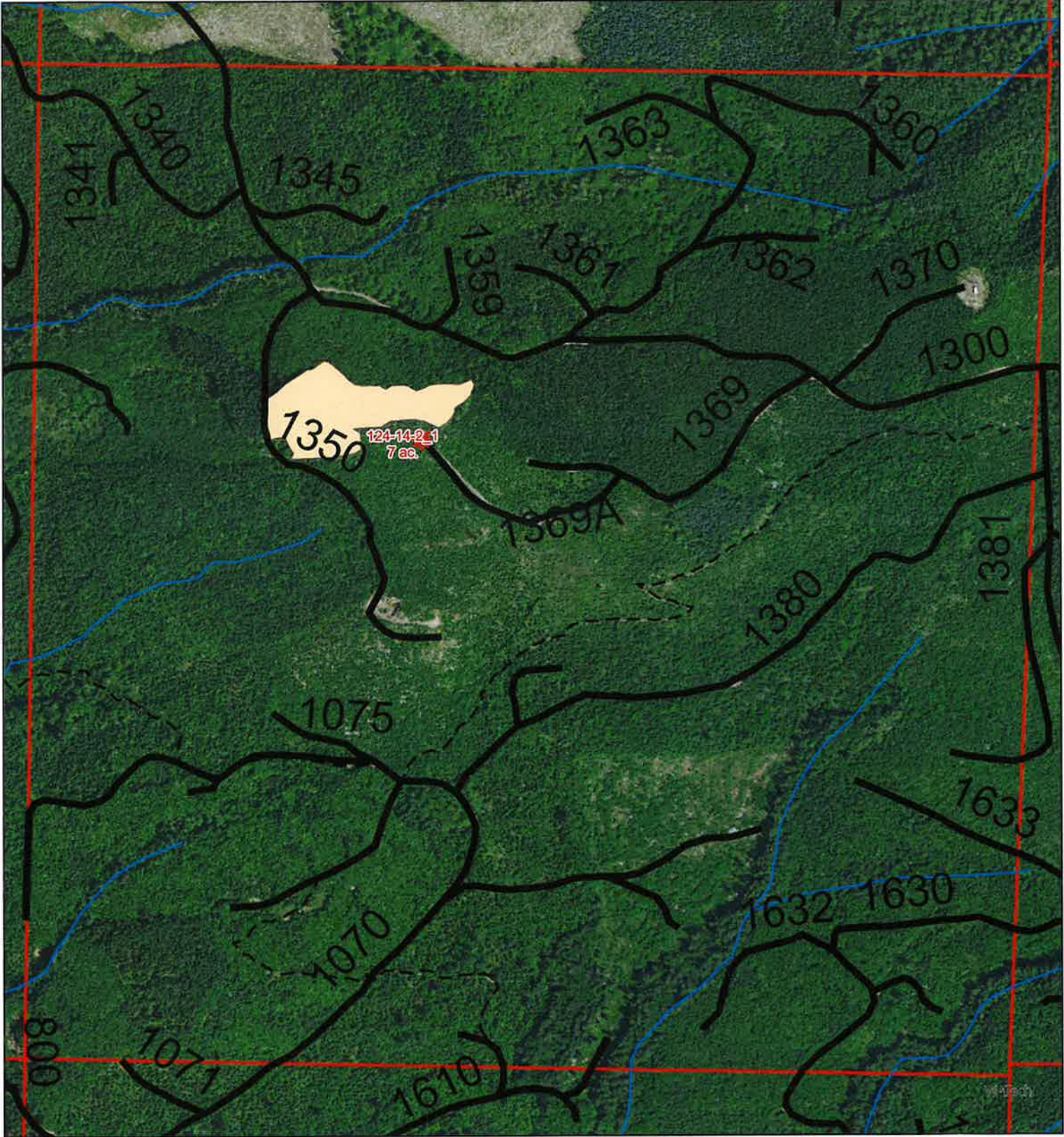
- Streams
- ▭ Sections



Scale: 1:8,000

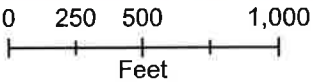


# 2025 -2026 Peterman Commercial Harvest T12N R4E S14



- \* Landings
- Roads
- - - CWA\_Trail

- Streams
- ▭ Sections

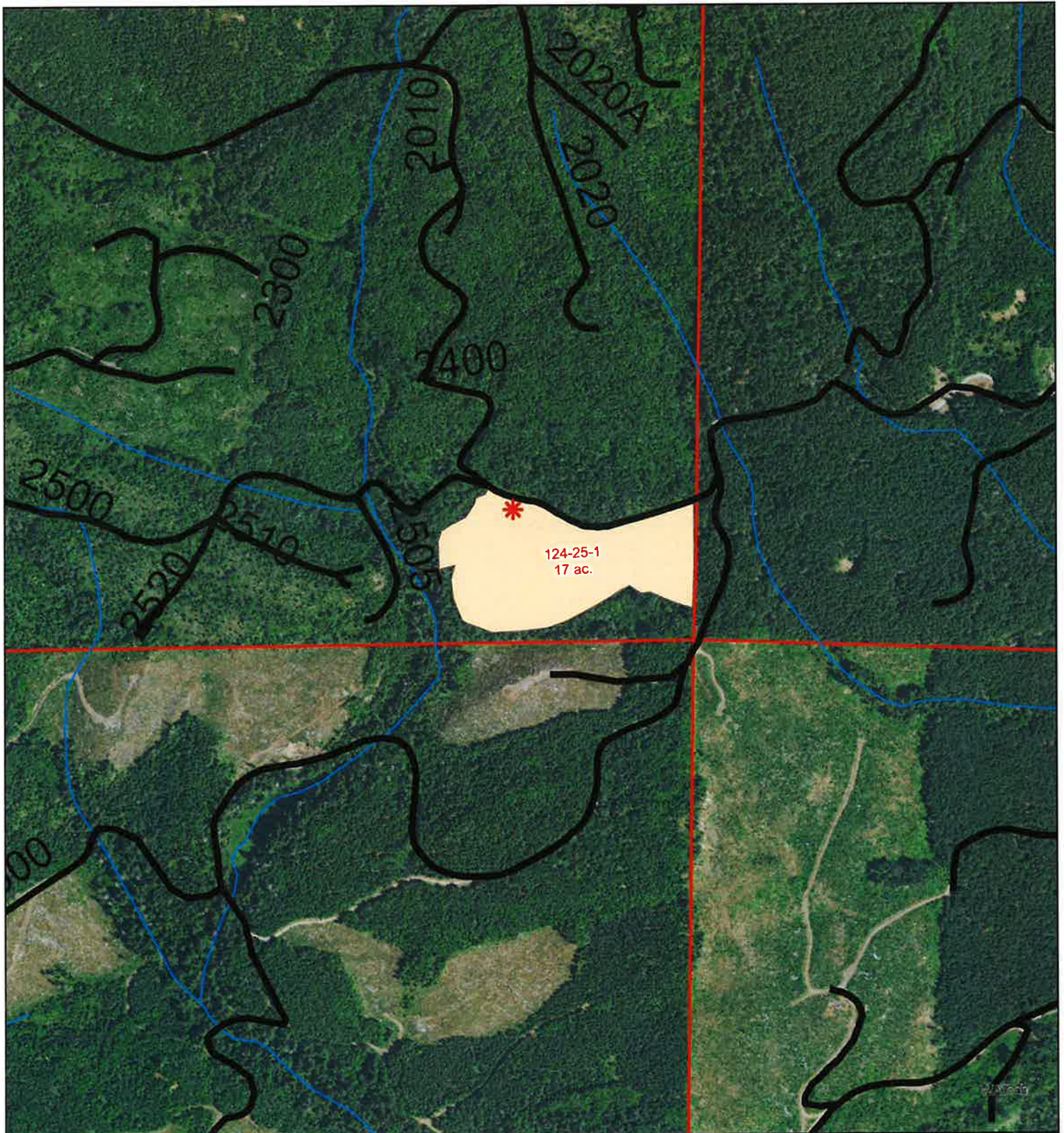


Scale: 1:8,000



# 2025 -2026 Peterman Commercial Harvest

## T12N R4E S25 & 36 / T12N R4E S30 & 31



- \* Landings
- Roads
- - - CWA\_Trail

- Streams
- ▭ Sections

0 250 500 1,000  
Feet

Scale: 1:8,000



**APPENDIX B**

Signature Page

Price Proposal Form

List of Equipment Form

**SIGNATURE PAGE**

**CITY OF TACOMA  
Tacoma Power/Generation**

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

**REQUEST FOR BID SPECIFICATION NO. PG25-0055N  
2025 Peterman Hill Commercial Thinning Project**

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

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

**Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory 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.)

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

\_\_\_\_\_  
Name of Bidder

**PROPOSAL**

	<b><u>QUANTITY</u></b>	<b><u>BID UNIT</u></b>	<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
<b><u>ITEM 1</u></b> Thin 2,000 MBF (2,000,000) of commercial timber per the prescribed scope of work included in the contract. Provide a quote for thinning per MBF.	2,000 MBF	Per MBF	\$ _____	\$ _____
<b><u>ITEM 2</u></b> Thin 5,000 tons of pulp wood per the prescribed scope of work in the contract. Provide a quote for pulpwood per ton.	5,000 Tons	Per Ton	\$ _____	\$ _____
<b><u>ITEM 3</u></b> Trucking of timber/pulpwood to selected mills (assume 50-mile haul per load for consistency of bids, but payment will be based on actual mileage hauled). Assume 35 tons per load.		Per 35 ton load @ 50 miles per load	\$ _____	\$ _____
<b><u>ITEM 4</u></b> Complete specified road grading and road improvement project work as outlined in the prescribed scope of work. Includes road improvements to the P1080 road and the P1000 road and grading of all roads used for haul as noted on the contract maps in Appendix A.		Lump Sum		\$ _____
<b><u>ITEM 5</u></b> Subtract the total for item 1 above (this cost will be paid directly to the contractor by dimensional lumber mills), but the overall cost per MBF will be considered in the bid process.			Subtract the total from Item 1 above	\$ _____
<b><u>TOTAL ITEMS 1 - 5</u></b>				\$ _____
Sales Tax @				\$ <u>N/A</u> _____
<b><u>TOTAL AMOUNT</u></b>				\$ _____





**APPENDIX C**

Sample Contract

City of Tacoma Insurance Requirements

## CONTRACT

Resolution No.  
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and [supplier name as it appears in Ariba, including dbas or trade names] (“Contractor”).

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

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as “Contract Documents”:

---

  1. Specification No. [Spec Number] [ Spec Title] together with all authorized addenda.
  2. Contractor’s submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
  3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

---
- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.  
  
If CONTRACTOR’s receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, “Sub-recipient Information and Requirements” is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
  1. Contract, inclusive of Appendices A and B.
  2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor’s full and complete performance hereunder, including during any authorized renewal terms, may not exceed:  
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. 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.

VIII. 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 the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

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

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

CITY OF TACOMA:  
Signature:

CONTRACTOR:  
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: \_\_\_\_\_

Deputy/City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**APPENDIX A  
FEDERAL FUNDING**

## 1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

## 2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
  - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
  - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
  - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

## 3. COPELAND ANTI-KICKBACK ACT

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

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **4. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

## **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

#### **6. CLEAN AIR ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

#### **7. FEDERAL WATER POLLUTION CONTROL ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

#### **8. DEBARMENT AND SUSPENSION**

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

## **9. BYRD ANTI-LOBBYING AMENDMENT**

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

## **10. PROCUREMENT OF RECOVERED MATERIALS**

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



**APPENDIX A-1**

**APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**APPENDIX B—Sub-recipient information and requirements**

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i> : \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency	(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$	
(x) Federal Award Project Description:  CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency:  DEPARTMENT OF THE TREASURY	Pass-Through Entity:  City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement)  REIMBURSEMENT		



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

## 1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. 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).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

## 2. SUBCONTRACTORS



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

### 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 Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

#### 3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

#### 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. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 3.4 Employers' Liability Insurance

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

#### 3.5 Other Insurance

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