



## RESOLUTION NO. U-11040

1 A RESOLUTION related to the purchase of materials, supplies, equipment  
2 and the furnishing of services; authorizing the City officials to enter into  
3 contracts and, where specified, waive competitive bidding requirements,  
4 authorize sale of surplus property, or increase or extend existing  
agreements.

5 WHEREAS the City of Tacoma, Department of Public Utilities, requested  
6 bids/proposals for the purchase of certain materials, supplies, equipment and/or  
7 the furnishing of certain services, or proposes to purchase off an agreement  
8 previously competitively bid and entered into by another governmental entity, or  
9 for the sales of surplus, or desires to increase and/or extend an existing  
10 agreement, all as explained by the attached Exhibit "A," which by this reference  
11 is incorporated herein, and  
12

13 WHEREAS in response thereto, bids/proposals (or prices from another  
14 governmental agreement) were received, all as evidenced by Exhibit "A," and  
15

16 WHEREAS the Board of Contracts and Awards and/or the requesting  
17 division have heretofore made their recommendations, which may include  
18 waiver of the formal competitive bid process because it was not practicable to  
19 follow said process, or because the purchase is from a single source, or there is  
20 an emergency that requires such waiver, and/or waiver of minor deviations, and  
21 in the case of sale of surplus, a declaration of surplus has been made certifying  
22 that said items are no longer essential for continued effective utility service, as  
23 explained in Exhibit "A," and  
24  
25  
26



1 WHEREAS the Director requests authorization, pursuant to  
2 TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve  
3 term extensions and renewals for all items contained in Exhibit "A;" Now,  
4 therefore,

5 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

6 That the Public Utility Board of the City of Tacoma hereby concurs and  
7 approves the recommendations of the Board of Contracts and Awards and/or  
8 the requesting division, and approves, as appropriate: (1) the purchase and/or  
9 furnishing of those materials, supplies, equipment or services recommended for  
10 acceptance; (2) the sale of surplus materials, supplies or equipment  
11 recommended for acceptance; (3) the Interlocal agreement that authorizes  
12 purchase off another governmental entity's contract; (4) the increase and/or  
13 extension of an existing agreement, and said matters may include waiver of the  
14 formal competitive bid process and/or waiver of minor deviations, all as set forth  
15 on Exhibit "A," and authorizes the execution, delivery and implementation of  
16 appropriate notices, contracts and documents by the proper officers of the City  
17 for said transactions, and (5) the administrative authority of the Director, per  
18 TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve  
19 term extensions and contract renewals for all items in Exhibit "A."  
20  
21

22 Approved as to form and legality:

23   
24 Chief Deputy City Attorney

Chair

Secretary

25 \_\_\_\_\_  
26 Clerk

Adopted \_\_\_\_\_

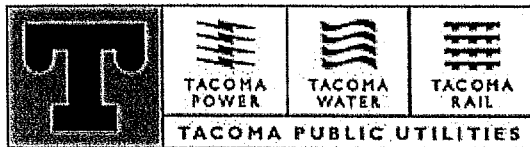


EXHIBIT "A"

RESOLUTION NO.: U-11040

ITEM NO.: #1 =

MEETING DATE: NOV 14, 2018

**TO:** Board of Contracts and Awards  
**FROM:** Tenzin Gyaltsen, General Manager, Click! Network  
Carrie Mantle, Sales and Marketing Manager, Click! Network  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, and Joe Parris,  
Finance/Purchasing.  
**SUBJECT:** Increase Contract for Salesforce.com Subscription  
Sole Source Contract No. 4600004547 – November 14, 2018  
**DATE:** October 31, 2018

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**RECOMMENDATION SUMMARY:**

Click! Network requests approval to increase Contract Number 4600004547, to Salesforce.com, by \$18,894.00, plus any applicable taxes, for use of software licensing for January 2019 - January 2020. This increase will bring the contract to a cumulative total of \$218,894.00, plus any applicable taxes.

**BACKGROUND:**

Salesforce is a cloud based service that Click! has customized for use by multiple internal departments and external customers to track site survey requests and trouble tickets for the cable modem product. The sales team used the service to track quotes and sales orders. Click! purchased the original licenses in 2008. This is an on-going contract with a one year renewal totaling \$18,894.00.

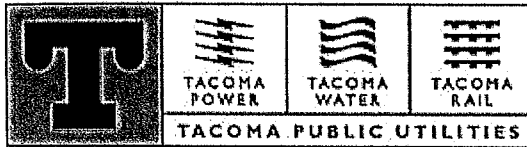
**ISSUE:** Extending the contract for the 2019-2020 period puts the total spent with Salesforce.com over \$200,000. We have been using the system since 2008 and have customized the product to meet the needs of internal and external customers. Based on the uncertainty of Click!'s future, we are asking for permission to extend the contract one year to ensure ease of operations until there is a final decision made about the future strategy.

**ALTERNATIVES:**

If we are unable to extend the contract for Salesforce, we would no longer be able to use their service and would need to research alternative products and publish an RFP. It would then take time to negotiate the contract, define the customizations required to fit our business practices and train internal and external users. Given we are asking for a one year extension only with a cost of \$18, 894.00 plus taxes, we believe extending the contract for another year would be the best use of money and resources.

**COMPETITIVE ANALYSIS:** Salesforce.com is the only CRM provider that includes a multi-tenant hosted development platform with the CRM licenses. This is called the Force.com platform. This platform allows USCIS to build out additional functionality and extend the CRM applications to meet their business processes and requirements for the future. Salesforce.com is the sole provider of the enterprise and portal licenses required to access the cloud based service.

**CONTRACT HISTORY:** This contract was originally awarded to Salesforce.com as a result of a Sole Source Waiver of Competitive Solicitation in December 2007. The original contract amount of \$35,100 was increased to \$72,900 in January 2012. The second increase in



November of 2013 brought the total to \$160,650. In January 2017 the total was increased to \$200,000. This increase will bring the contract to a cumulative total of \$218,894 through January of 2020.

SBE/LEAP COMPLIANCE: Not applicable.

**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
552400/5310100			\$18,894.00
TOTAL			

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$18,894.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

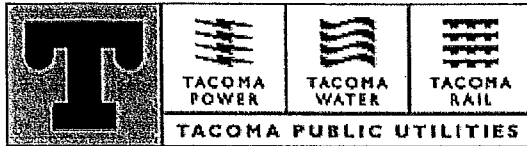
IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

Chris Robinson  
Power Superintendent

**APPROVED:**

Jackie Flowers  
Director of Utilities





## EXHIBIT "A"

RESOLUTION NO.: U-11040

ITEM NO.: #2

MEETING DATE: NOV 14, 2018

**TO:** Board of Contracts and Awards  
**FROM:** Patrick Bacon, Telecom Manager Asst., Click! Network  
John Jamison, Technical Services Supervisor, Click! Network  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Joe Parris, Finance/Purchasing  
**SUBJECT:** Telecommunications Installation Labor  
Request for Bids Specification No. PC18-0378F – November 14, 2018  
**DATE:** October 25, 2018

**RECOMMENDATION SUMMARY:** Tacoma Power / Click! Network recommends a contract be awarded to Decibels, Inc., Spanaway, WA, for planning, layout, wiring and activation of residential and multi-dwellings within the service territory of Tacoma Power - Click! Network! in the amount of \$306,898.00, plus any applicable taxes, for an initial contract term of two years with the option to renew for three additional years for a projected contract amount of \$767,245.00 plus any applicable taxes.

**BACKGROUND:**

The work to be performed under this contract provides installation of video and internet services. Prior Board approval has been awarded to Decibel's, Inc., for this work in the past. Demand for CATV and ISP services can increase and decrease rapidly.

**ISSUE:** Periodically, customer demand increases beyond the capabilities of full time Click! Network staff to install customer services in a timely manner. During these periods on an on-call basis this contract will supplement Click! labor to prevent losing customers to our competition.

**ALTERNATIVES:** Another course of action would be to hire additional permanent full time employees. However, paying for employee benefits, the cost of equipment and vehicles needed to perform the work would come at higher cost than using supplemental labor on an as-needed basis.

**COMPETITIVE SOLICITATION:** Request for Bids Specification No. PC18-0378F was opened October 23, 2018. Six (6) companies were invited to bid in addition to normal advertising of the project. One submittal was received. The table below reflects the amount of the total award.

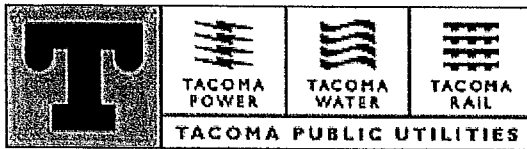
<u>Respondent</u>	<u>Location</u> (city and state)	<u>Submittal</u> Amount
Decibels, Inc.	Spanaway, WA	\$767,245.00

Pre-bid Estimate: \$845,000

The recommended award is 9.2 percent below the pre-bid estimate.

**CONTRACT HISTORY:** New contract

**SBE/LEAP COMPLIANCE:** Not applicable



**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 Power	553500	5330100	\$767,245
<b>TOTAL</b>			

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
<b>TOTAL</b>			

**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$375,000 (19/20)**

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes**

**IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A**

Chris Robinson, Power Superintendent

**APPROVED:**

Jackie Flowers, Director of Utilities

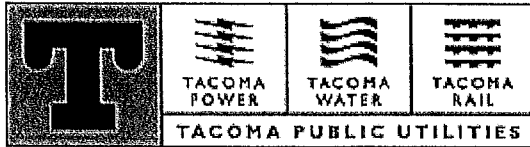


EXHIBIT "A"

RESOLUTION NO.:

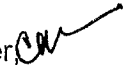
U-11040

ITEM NO.:

#3

MEETING DATE:

NOVEMBER 14, 2018

**TO:** Board of Contracts and Awards  
**FROM:** Chris McMeen, Deputy Superintendent, Tacoma Water,   
Michel Peloquin, Professional Engineer, Tacoma Water - Supply  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Doreen Klaaskate, Finance/Purchasing  
**SUBJECT:** Increase and extend the contract for the Seismic Evaluation of Hood Street  
Facilities, South Tacoma Pump Station and Water Operations Building,  
Request for Qualifications Specification No. WS17-0035F, Contract No.  
4600012676 – November 14, 2018.  
**DATE:** October 30, 2018

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**RECOMMENDATION SUMMARY:**

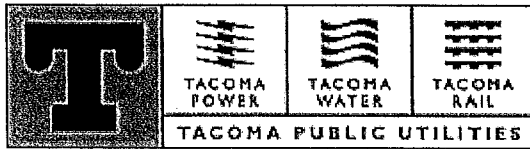
Tacoma Water is requesting approval to increase Contract 4600012676 for the Seismic Evaluation of Hood Street Facilities, South Tacoma Pump Station, and Water Operations Building with CH2M Hill at a cost of \$1,159,525.00 plus any applicable taxes. The contract amendment is needed to enable the development of detailed engineering design and associated construction documents for several seismic improvement projects selected during the Seismic Evaluation Project concluded earlier this year. This increase will bring the final cumulative total to \$1,776,709.00, plus any applicable taxes. Additionally, an extension of the contract completion date to June 30, 2020 is required to complete the increased scope of work attached in Exhibit A-2.

**BACKGROUND:**

Tacoma Water contracted with CH2M Hill through a competitive solicitation process. In the original Request for Qualifications, Tacoma Water was searching for the most qualified firm that could perform the analysis and also provide the design services for the needed improvements. It was anticipated the scope of work would expand beyond the evaluation of mitigation alternatives to the actual design of the selected mitigation alternatives. Based on the selection, CH2M Hill is the most qualified firm to perform the design work on these projects.

**ISSUE:** The specific seismic upgrade approaches are described in the May 25, 2018 final report prepared by CH2M Hill for Tacoma Water entitled "Mitigation Alternatives Evaluation Report: Seismic Evaluation of Hood Street Facilities, South Tacoma Pump Station, and Water Operations Building." The design services will focus on seismic improvements for the Water Operations Building (capital cost estimate \$4.7 million), Hood Street Facilities and South Tacoma Pump Station (capital cost estimate \$1.27 million), and Hood Street Reservoir (capital cost estimate \$1.98 million). These facilities are critical to maintaining or restoring operations in the water system following a major seismic event. The Water Operations Building houses Tacoma Water's 24-hour control center, warehouse facilities, and a number of full time personnel during the work day. The remaining facilities are essential to maintaining groundwater supply operations.

**ALTERNATIVES:** The objective of the scope of work for design services is to retain the services of CH2M Hill. The evaluation and pre-design work completed to date has demonstrated the high level of competence of the consultant in this area.



With continuity of consultant staff and embedded analytical work performed to date, we believe that their continued engagement in the development of detailed design will be the most efficient way to deliver the final construction contract documents.

**CONTRACT HISTORY:** This contract was originally awarded to CH2M Hill as a result of Request for Qualifications Specification No. WS17-0035F in March 2017 in the amount of \$550,000.00 plus any applicable taxes. - Resolution No. U-10935.

In June 2018, Amendment No. 1 was issued to increase the contract \$67,184.00, bringing the cumulative total to \$617,184.00, plus any applicable taxes. The contract expiration date was extended to December 31, 2018.

This increase will bring the contract to a cumulative total of \$1,776,709.00, plus all applicable taxes, and extends the contract expiration to June 30, 2020. This is Amendment No. 2 to the contract.

**SBE/LEAP COMPLIANCE:** Not applicable.

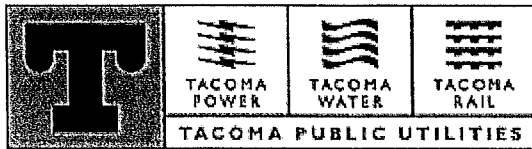
**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600-13WC	WTR-00521 WTR-00522 WTR-00523	PROF SVCS	\$1,159,525
<b>TOTAL</b>			

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
<b>TOTAL</b>			



FISCAL IMPACT TO CURRENT BIENNIAL (2017/2018) BUDGET: \$0

FISCAL IMPACT TO NEXT BIENNIAL (2019/2020) BUDGET: \$ 1,159,525

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A.

A handwritten signature in black ink, appearing to read 'S. Dewhirst', is written above the name.

Scott Dewhirst, Water Superintendent

APPROVED:

A handwritten signature in black ink, appearing to read 'Jackie Flowers', is written above the name.

Jackie Flowers / Director of Utilities

## **AMENDMENT NO. 2 TO CONTRACT 4600012676**

**THIS AMENDMENT** is made and entered into effective as of the 14th day of November, 2018 ("Effective Date"), by and between the **CITY OF TACOMA**, Department of Public Utilities, Water Division (hereinafter called the "CITY") and **CH2M Hill, Inc. (dba Jacobs)** (hereinafter called the "CONTRACTOR").

**WHEREAS** the CITY and the CONTRACTOR entered into a Contract for the seismic evaluation of the Hood Street Facilities, South Tacoma Pump Station, and the Water Operations Building (herein "Contract") on or about July 12, 2017, and

**WHEREAS** the CITY and the CONTRACTOR desire to amend the Contract in order to increase the compensation allowed under the Contract, extend the time for performance, and supplement the original scope of work, and

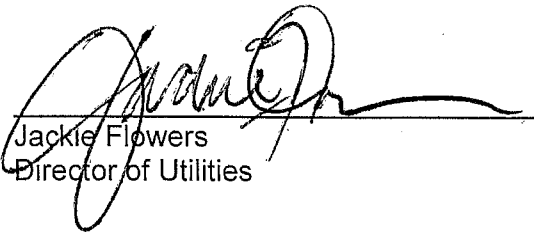
**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The sum authorized for services under the Contract is hereby increased by \$1,159,525 from \$617,184 to \$1,776,709.
2. The termination date of the Contract is hereby extended from December 31, 2018, to June 30, 2020.
3. The Scope of Work, authorized under Exhibit "A" of the Contract, is hereby amended to include the Scope of Work attached hereto as Exhibit "A-2" to this Amendment and incorporated herein.
4. The remaining terms of the Contract, together with all exhibits, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Effective Date first written above.

CITY OF TACOMA

CH2M HILL, INC.

  
\_\_\_\_\_  
Jackie Flowers  
Director of Utilities

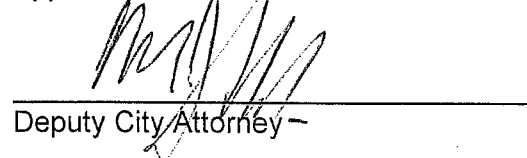
Approved:

\_\_\_\_\_

Approved:

\_\_\_\_\_  
Finance Director

Approved as to Form:

  
\_\_\_\_\_  
Deputy City Attorney -

\_\_\_\_\_  
Authorized Representative of Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Tax ID.: \_\_\_\_\_

## Exhibit A-2 – Scope of Work for Amendment No. 2

### Design Services for

# Seismic Evaluation of Hood Street Facilities, South Tacoma Pump Station, and Water Operations Building

CH2M HILL Engineers, Inc. (CONTRACTOR) agrees to furnish the City of Tacoma (CITY) the following services, as described herein, as part of Amendment No. 2 to the current Professional Services Contract (SAP Contract No. 4600012676; dated July 12, 2017) between CITY and CONTRACTOR. The anticipated schedule for this work is presented in Exhibit B-2. The budget for this work is presented in Exhibit C-2.

The task budget subtotals in Exhibit C identify the anticipated focus and level of effort for those tasks; however, they do not represent not-to-exceed budget limits. The aggregate budget total for this Amendment No. 2, shall be the not-to-exceed budget limit. Managing to the aggregate budget total shall be effected in recognition that some task budgets will be exceeded while others may be under-spent. Invoices shall be prepared and submitted on approximately a monthly basis and configured so that labor and expenses costs are grouped and tracked on a per-task and per-subtask basis (first subtask below each task), as presented in the scope below.

## Summary of Key Assumptions

- It is assumed that the seismic upgrades to be designed as part of this work do not result in a code-requirement for additional seismic and non-seismic upgrades that are not identified herein. If any such additional upgrades are required, they will be added to the work via amendment to the Contract.
- Only seismic-related upgrades related to the five facility structures and seismic bracing and anchorage of equipment and other elements within the structures shall be designed. Other facility upgrades are not part of this work.
- The scope and budget for the reservoir analysis is based on the assumption that the geotechnical field investigations and analysis performed to date are sufficient to inform the next level of analysis. If for any reason the geotechnical data is determine later to be a critical variable that needs more definition, this will be considered additional scope.
- The seismic upgrades for each of the five facilities shall be designed by CONTRACTOR as a coordinated parallel effort as part the scope of work presented herein. However, CONTRACTOR shall present the seismic upgrades as three separate projects for procurement of construction services. The Water Operations Building upgrades shall be constructed as a separate, stand-alone project with its own set of construction documents. The South Tacoma Pump Station and the three Hood Street Site facility upgrades (EXCEPT the Hood Street Reservoir) shall be constructed as part of a combined construction project with its own set of construction documents. The Hood Street Reservoir shall be presented in a separate construction contract for bidding and construction as a separate construction project.
- Plan and section drawings of the existing facilities and seismic upgrades to the facilities shall be developed based on existing drawings for those facilities and the dimensions presented on those drawings. Some key facility dimensions shall be field verified by CONTRACTOR, as described in the scope below. New AutoCAD release 18 drawing files of the overall existing facilities shall only be developed, as needed to support the design. Where applicable, PDFs of the existing facilities shall be used as base drawing plans. Photographs of key aspects of the existing facilities shall also be



used to present design of the seismic upgrades. New design details shall be developed in electronic CAD format. The anticipated drawing lists for each of the three separate construction projects is provided in Attachment A to this scope of work. The level of effort and budget for design is based in the anticipated drawing lists. Final design drawing shall be delivered to the Tacoma Water in AutoCAD release 18 per The Water Supply Drawing Standards manual.

- To effectively complete further analysis of the Hood Street Reservoir, CONTRACTOR needs to know the diameter of the pipe connecting the existing perforated 6-inch diameter foundation drain to the downstream 54-inch diameter manhole structure on the slope northeast of the reservoir. CITY shall collect this information and provide to CONTRACTOR and markup existing drawings showing the alignment of the connecting drainage pipe and indicated the ultimate discharge location downstream of the 54-inch diameter manhole structure.
- CONTRACTOR shall prepare and submit to CITY via email or other file-sharing software all deliverables as electronic PDF or Word documents. No hardcopies of deliverables shall be prepared or distributed by CONTRACTOR. It is understood that CITY shall print any hardcopies that it deems necessary for its internal review or other use.
- Window infills for South Tacoma Pump Station, Hood Street Chlorination Building and Water Operations Building shall be painted a single color to match the adjacent interior and exterior color of each of the existing buildings.
- It is understood that the seismic upgrades to the five facilities contemplated as part of this project could be funded as part of Federal Emergency Management Agency (FEMA) grant funding. CONTRACTOR shall incorporate into each of the three construction/bidding documents for the facility upgrades any and all documentation required of the FEMA grant funding.

## Overview of Scope

CITY evaluate alternative approaches to improving seismic resiliency for five critical facilities, as listed below:

- Hood Street Site
  - Hood Street Pump Station and Hydro Facility
  - Hood Street Chlorination Facility
  - Hood Street Reservoir
- Water Operations Building
- South Tacoma Pump Station

CITY selected specific upgrade approaches to implement and is now moving forward with design of the seismic resiliency upgrades. These specific seismic upgrade approaches are generally described in the April 3, 2018 Final Draft of the report prepared by CH2M (now Jacobs) for Tacoma Water entitled "Mitigation Alternatives Evaluation Report: Seismic Evaluation of Hood Street Facilities, South Tacoma Pump Station, and Water Operations Building." These five seismic upgrade approaches were identified in this report as:

- STPS-2 (South Tacoma Pump Station)
- HSCL-2 (Hood Street Chlorination Building)
- HSPS-2 (Hood Street Pump Station)
- HSRes-3 (Hood Street Reservoir)
- Ops-2 (Operations Building)

In addition to design of the facility improvements listed above additional analysis of the Hood Street Reservoir upgrade is necessary, and CITY has elected to complete FEMA applications for FEMA grant funding. The scope presented here is organized by the following tasks:

1. Hood Street Reservoir Seismic Analysis
2. Field Testing Activities
3. Facility Dimension Verification
4. Code Compliance
5. Work Sequencing Plan
6. Detailed Design
  - 30 Percent
  - 60 Percent
  - 90 Percent
  - Building Department Submittal
  - Construction Documents
7. Estimated Costs
8. Permitting Support
9. Project Management

## Task 1. Hood Street Reservoir Seismic Analysis

CONTRACTOR's previous analysis identified and evaluated several upgrade strategies, including a seismic upgrade strategy based on an internal upgrade to add seismic cables to connect the reservoir foundation to the wall. This internal seismic cable upgrade was selected by CITY for further analysis and implementation.

This internal seismic cable upgrade strategy was developed to maximize improvement in seismic resiliency while avoiding the high cost of excavating the reservoir and adding pre-stressed wrapping to the walls. The previous analysis resulted in an estimate of performance, which was "less than Operational after the 2,475-year seismic event." Because the reservoir is a different type of structure than the other four structures analyzed in CONTRACTOR's prior work, Operational has less meaning than another performance measure such as allowable leakage. Therefore, it was concluded that it is necessary to characterize the performance of the Hood Street Reservoir under seismic conditions in terms of allowable leakage and other key elements, as described below, after the 2,475 seismic event. The Hood Street Reservoir must hold water for the Hood Street Pump Station to operate, but it is understood that the reservoir would not have to remain leakage free after a seismic event. The amount of leakage that can be allowed shall be estimated as part of this analysis and the impact of that leakage on slope stability (if any) shall be estimated. The leakage may come from the reservoir walls, floor, or piping connections.

Therefore, the purpose of this analysis includes the following:

- Analyze the existing Hood Street Reservoir in its current, un-upgraded condition to verify that it is deficient relative to the reservoir leakage rate that is estimated as part of this task.
- Refine the internal seismic upgrade approach from CONTRACTOR's currently-developed strategy (short curb plus seismic cables). Additional internal design strategies may be developed, as determined to be necessary per the analysis, to reduce seismically-induced cracking.
- Estimate leakage based on cracks that result from a seismic event with the seismic upgrade in place.
- Estimate the ability of the piping connections and existing flexible couplings to withstand the relative movement of the reservoir to the soil around it.

- Assess the impact to slope integrity and stability of the leakage after leakage rate is estimated to confirm the maximum allowable leakage rate acceptable.
- In addition to estimating leakage rate at normal high-water level in the Hood Street Reservoir, estimate leakage rate based on the minimum reservoir level at which Hood Street Pump Station can still operate at its maximum pumping capacity of 15 mgd. Estimating leakage at this reduced level is based on the presumption that the reservoir will be eventually repaired after sustaining damage in a major earthquake and would be operated in the interim at the lowest level possible while keeping the Hood Street Pump Station in service.

CONTRACTOR's analysis and development of an internal mitigation design strategy shall be undertaken to achieve the following primary performance objectives:

- The Hood Street Reservoir is repairable after the 2,475-year seismic event.
- The 2,475-year seismic event does not destabilize the slope on the northwest side of the reservoir.
- The base joint (including the water stop) of the Hood Street Reservoir is not damaged during the 2,475-year seismic event.
- Minimize leakage after the 2,475-year seismic event through the reservoir shell and connecting piping so that it does not exceed the capacity of the existing foundation drain.

The analysis shall be mainly comprised of additional seismic structural analysis of the reservoir structure based on several refined seismic upgrade strategies. These refined strategies will be based on CONTRACTOR's previously-developed internal floor-to-wall upgrade, including additional seismic cables connecting the reservoir wall to the floor. Expansion of this "base strategy" shall be analyzed to improve seismic performance, reduce crack formation, and reduce leakage.

In addition, the existing piping connections and couplings will be evaluated to assess whether they will have the flexibility necessary to remain intact and leak free due to differential movements.

These analyses shall be completed, in part, prior to assessment of the impact of reservoir leakage on slope stability. The results of slope stability analyses may prompt additional seismic structural analyses. CONTRACTOR shall coordinate these iterative analyses in a parallel manner to complete this overall task. Documentation of this analysis shall include one or more seismic design mitigation strategies (and associated capital costs) that will be developed to improve reservoir performance and reduce crack development (and associated leakage) that results from the 2,475-year seismic event. It will also include mitigation strategies as found to be necessary to improve the resilience of the piping connections to be able to withstand the 2,475-year seismic event.

## 1.1 Assess Impact of Leakage on Slope Stability

CONTRACTOR shall use the existing slope stability model for the Hood Street Site, developed by CONTRACTOR as part of prior work, to evaluate the effect on slope stability of reservoir leakage. The purpose of this task is to identify a range of acceptable leakage rates that do not destabilize the slope to the northeast of the Hood Street Reservoir and potentially undermine the reservoir.

The impact of reservoir leakage on slope stability shall be accomplished by assuming an increase in groundwater elevation above the elevation estimated as part of CONTRACTOR's prior work. This analysis shall be undertaken using model development already completed by CONTRACTOR. Depending on the results of this analysis, additional leakage impact analysis shall be undertaken to assess the capacity of the existing foundation drain system to safely convey away the elevated groundwater and existing subgrade to safely pass flowing groundwater away from the site. If CONTRACTOR's analysis shows that the existing foundation drain cannot effectively convey the amount of reservoir leakage

estimated, additional mitigation strategies may be considered for collecting leakage via a new infiltration drain system. The addition of an infiltration drain system presents technical challenges. Therefore, further consideration and development is not part of this work, but could be considered for addition via contract amendment.

The analysis shall be undertaken based on the understanding that the existing 6-inch diameter foundation drain shall have capacity to convey substantial reservoir leakage. The portion of total leakage to be conveyed shall be computed as part of the analysis and depends on the total leakage estimated as part of the structural seismic analysis.

## 1.2 Additional Structural Seismic Analysis

CONTRACTOR previously analyzed the Hood Street Reservoir using the dynamic model based on ACI 350.3-06, Seismic Design of Liquid-Containing Concrete Structures and Commentary. Reservoir performance was assessed using the linear procedures of ASCE 41-13. ASCE 41 associates relative levels of cracking to the defined performance levels, such as minor diagonal cracking of concrete shear walls under Immediate Occupancy and some flexural cracking under Life Safety. This prior analysis allowed for an approximation of performance based on an initial seismic upgrade strategy. However, this prior analysis approach did not result in quantification of crack width and length or potential for leakage flow.

Additionally, the prior analysis was not able to predict the demand on the piping connections and couplings because no interaction between the soil and structure was included in the model and the response was assumed to be linear.

Therefore, in order to provide the means to estimate potential reservoir leakage rates following the 2,475-year seismic event, CONTRACTOR shall undertake three-dimensional, nonlinear time-history analyses using the SAP2000 program. These time-history analyses allow for crack width and length determination based on the pre-stressing strand and reinforcing steel stresses that result from the seismic event. It will also estimate the relative movement between the reservoir and surrounding soils. Leakage rates through the cracks remaining after the seismic event shall be estimated based on crack opening, reservoir level, and other applicable hydraulic factors.

Seismic analysis of buried reservoir structures involves assessing the impact of the confining subgrade and is inherently more complicated than analysis of at-grade reservoir structure. Consequently, CONTRACTOR shall use three distinct modeling approaches to aid the analysis and account for the impact of the adjacent subgrade on seismic performance. These three modeling approaches shall be evaluated to identify which approach best represents actual conditions. Once the best modeling approach is identified, that approach shall be used to analyze the differing seismic mitigation design strategies developed herein.

- At-grade analysis of the existing reservoir with no soil modeling and ground motions applied at the bottom slab. This model shall be used for development of the base structure model and for comparison to the buried-structure models.
- Analysis based on a buried structure employing simplified soil-structure-interaction (SSI) considerations. This modeling approach simulates the reservoir as being contained in a “bathtub,” where ground motions are imparted to a rigid container and are transmitted to the reservoir structure through horizontal and vertical “soil springs.”
- An alternative analysis approach based on a buried structure using a “bathtub” model, where horizontal soil springs are removed from a portion of the structure to reflect potential impacts from slope movement.

CONTRACTOR shall indirectly model and account for the water within the reservoir by accounting for it as “impulsive fluid mass” added to the walls as well as “convective mass” attached to the walls by springs. Principals presented in ACI 350.3-06 and TID-7024, Nuclear Reactors and Earthquakes, shall be used to determine the effect of these hydrodynamic masses and spring constants.

CONTRACTOR shall perform three time-history analyses for each of the model runs using ground motion acceleration histories supplied with the SAP2000 software to bracket scenarios that have maximum contribution to reservoir structure damage. The ground motions shall be amplitude-scaled per ASCE/SEI 7-16 Chapter 16 to target the 2,475-year return period horizontal and vertical spectra prepared for the Hood Street Site as part of CONTRACTOR’s prior geotechnical assessment. CONTRACTOR shall summarize the results of these time-history analyses for reporting the results of the seismic analysis.

CONTRACTOR shall undertake multiple runs of the above-described modeling approaches and time-history criteria to develop a design strategy that is effectively improves seismic structural performance of the reservoir, reduces crack and leak development, and mitigates vulnerability found in the piping connections and couplings while estimating the varying capital costs for these strategies. Depending on the results of initial analysis runs, CONTRACTOR anticipates considering for analysis the following internal seismic structural / leakage-reduction strategies: (1) varying the height of the concrete base curb connecting the floor to the wall, (2) adding a shot-crete wall above the curb, (3) adding a fiber-glass wall above the curb, (4) adding a poly-urea liner to all or part of the wall, (5) one or more combinations of the above-described strategies. The mitigation strategies that will be considered for the piping connections and couplings, if needed, will include strengthening, modified restraint, or replacement of the couplings with new seismically resilient couplings.

Each seismic design upgrade strategy shall be described in words and presented as a PDF markup. Capital costs shall be developed for each design upgrade strategy. No CAD-developed drawings and details shall be prepared as part of this task. Technical advantages and disadvantages of each shall be presented for each strategy, primarily related to constructability, durability, and “repair-ability.” CONTRACTOR shall provide a recommendation based on estimated capital cost and the technical advantages and disadvantages of the alternative internal seismic upgrade strategies. It is understood that CITY’s shall select the seismic upgrade approach based on CONTRACTOR’s development of estimated costs, technical advantages and disadvantages, and recommendation. Whichever seismic design upgrade strategies are selected by CITY will be incorporated into CONTRACTOR’s detailed design.

### 1.3 Analysis Report

CONTRACTOR shall prepare a report in technical memorandum format to present this reservoir analysis and the results. The report shall present a description of the facility, a brief summary of the prior analyses, discussion of the refined analysis methods employed as part of this task, the analysis results (including multiple modeled seismic design strategies considered), the recommended seismic upgrade strategy for the reservoir structure, and documentation of CITY’s selected strategy. This report will augment previous analysis completed by CONTRACTOR and it is intended that the results shall be suitable for commencing detailed design of the seismic improvements.

CONTRACTOR shall develop a draft of the report and submit to CITY via email for CITY’s review and comment. CONTRACTOR shall facilitate and attend meeting with CITY of up to 2 hours to discuss the draft report and CITY’s review comments. CONTRACTOR shall revise and finalize the report based on CITY’s review comments, including documentation of CITY’s selection of the seismic design upgrade.

#### Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum

## Task 2. Field Testing Activities

To complete further analysis and design of the Hood Street Chlorination Building, South Tacoma Pump Station, and Water Operations Building, it is necessary to sample portions of the existing buildings. In some cases, as is the case with this project, it is required by the International Building Code (IBC) that data be collected on key elements of the existing structures to be seismically upgraded. IBC references ASCE 41-13 with respect to this issue with regard to the data (samples) that must be collected. The number of samples presented below for the South Tacoma Pump Station, Hood Street Chlorination Building, and the Water Operations Building are based on minimal variability between the testing results between samples. If variability in results exceeds the amount specified in ASCE 41-13, additional samples may need to be collected, and this will be considered work outside the scope presented herein.

CONTRACTOR shall subcontract the services of a materials testing company to collect and test concrete cores and steel reinforcing bar. CITY shall provide access for CONTRACTOR and CONTRACTOR's subcontracted materials testing company to collect the concrete and steel samples. Access referred to herein relates to providing ladders or lifts that may be necessary, permitting testing company into and out of the premises, and moving equipment and/or shelving. No excavation is anticipated to be necessary to collect samples. The samples to be collected are as summarized below:

- Hood Street Chlorination Building: Approximately 15 concrete core samples of up to 3 inches diameter and 6 inches deep. These core samples shall be taken from each of the key structural member types of the building (foundation, columns, beams) that are being impacted by the seismic structural upgrade. Four rebar samples will be required. Core samples will be filled in with non-shrink grout. Rebar samples will be collected from locations that minimize strength impact and rebar will not be replaced. Non-shrink grout will be used to cover area of extracted rebar.
- Water Operations Building: Approximately 30 concrete core samples (3 inches by 6 inches) from varying building elements. This will be similar to the Hood Street Chlorination Building, but no foundation cores will be required. Four rebar samples will be required. Core samples will be filled in with non-shrink grout. Rebar samples will be collected from locations that minimize strength impact and rebar will not be replaced. Non-shrink grout will be used to cover area of extracted rebar.
- South Tacoma Pump Station: Up to three cores of the existing window infills to understand the nature of this infill and confirm its long-term suitability in combination with the planned stabilization of this feature.

The in-field efforts related to this effort are expected to extend over a period of 2 to 3 days.

CONTRACTOR shall prepare a brief report in technical memorandum format summarizing the results of the field testing. The main body of the technical memorandum shall be one to two pages accompanied by copies of test results from the materials testing subcontractor. This technical memorandum shall be primarily to inform CONTRACTOR's design, but shall be made available to CITY for CITY's review.

CONTRACTOR shall develop a draft of the technical memorandum and submit to CITY via email for CITY's review and comment. CONTRACTOR shall revise and finalize the technical memorandum based on CITY's review comments.

### Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum

## Task 3. Facility Dimension Verification

In an effort to ensure working with accurate base mapping for design and developing of new design drawings that reflect accurate measurements and facility improvements and modifications, CONTRACTOR shall field measure key dimensions of the five facilities. CONTRACTOR shall use the available existing drawings for each facility to markup with updated dimension information. Not all facility dimensions shall be verified. Only dimensions deemed necessary to ensure accurate design and construction of the facility upgrades.

The majority of dimension verification shall be undertaken at the Water Operations Building; however, some dimension verification measurements shall be collected at South Tacoma Pump Station and the Hood Street Site facilities. CONTRACTOR shall collect measurements over the course of a single day. CITY shall provide access to these facilities and accommodate CONTRACTOR's measurement activities as described below.

It will be necessary for CONTRACTOR to collect foundation dimension and condition information at the Hood Street Chlorine Building and the Hood Street Pump Station. To facilitate this effort, CITY shall excavate these foundations to a depth of approximately 3.5 feet to enable CONTRACTOR to assess foundation condition and collect depth and width measurements. Each of the two excavations shall be approximately 4 feet by 4 feet in plan view. CITY shall backfill excavations after CONTRACTOR collects dimension and condition information.

CONTRACTOR will need to gain access to the roof of Hood Street Pump Station and the Water Operations Building. CITY shall facilitate access by CONTRACTOR using ladders, lifts, or other means, and shall provide safety harnesses for this activity. CITY shall also provide safety lanyards for CONTRACTOR's data collection on these two roofs.

CONTRACTOR may need to collect dimension information inside the Water Operations Building and the other three above-grade buildings (including the below-grade well as the wet well at the South Tacoma Pump Station). CITY shall facilitate these measurement needs and provide all applicable safety procedures, equipment, and support beyond the personal protection equipment (hard hat, safety goggles, gloves, etc) that CONTRACTOR shall provide.

## Task 4. Code Compliance

CONTRACTOR shall review the City of Tacoma municipal code, the International Building Code and International Fire Code to assess whether the planned seismic upgrades precipitate any additional facility improvements. Each of the five facilities (except the Hood Street Reservoir) shall be included in this code compliance assessment. The Hood Street Reservoir is not applicable to this task, as it is not a person-occupied facility. It is anticipated that this code compliance task will not result in the need to make additional, non-structural modifications to any of the four facilities reviewed.

The assessment shall include not only discussion of code implications but a brief narrative summary of the project, its estimated capital cost, and drawing markups previously completed by CONTRACTOR. The purpose of summarizing the projects is for subsequent solicitation of input from the City of Tacoma Building Department official.

Note that this code compliance task is assumed to not produce a need for additional facility upgrades or improvements that are not already described and specified in this scope of work. If the assessment identifies additional requirements or potential requirements, CONTRACTOR and CITY shall address how to proceed on these items with respect to their implementation. If it is determined to implement these additional upgrades and improvements, they will be accommodated via amendment to the Agreement.

CONTRACTOR shall summarize the results of this assessment and project summary in a brief draft technical memorandum and submit to CITY for review and comment. CONTRACTOR shall revise the technical memorandum based on CITY review comments.

Upon completion of CITY's review, CONTRACTOR and CITY shall meet with City of Tacoma Building Department official to discuss the project. The purpose of the meeting will be to solicit concurrence from the building official with respect to CONTRACTOR's code compliance findings. CITY shall submit the revised technical memorandum developed by CONTRACTOR to the City of Tacoma Building Department official for their review prior to the meeting. CONTRACTOR shall document the results of the meeting by updating the technical memorandum with a new section that summarizes input from the City of Tacoma Building Department Official. This updated technical memorandum shall be the final technical memorandum.

Deliverables:

- Draft Technical Memorandum
- Revised Technical Memorandum
- Final Technical Memorandum

## Task 5. Work Sequencing

During construction of most of the facility upgrades, there will be a reduction in service capability that places CITY at greater vulnerability to potential seismic activity and associated damage. Therefore, sequencing of the construction is important. Development of Work Sequencing Plans (WSP) will enable CONTRACTOR and CITY to come to a common understanding of critical construction sequencing and schedule impacts prior to CONTRACTOR undertaking detailed design.

CONTRACTOR shall develop two separate WSPs. One WSP shall address the South Tacoma Pump Station and the Hood Street Site facilities. The other shall address the Water Operations Building.

### 5.1 South Tacoma Pump Station and Hood Street Site Facilities

The WSP for the South Tacoma Pump Station and Hood Street Site facilities shall be comprised of narrative description and discussion presenting the major sequencing and sequencing constraints for these facilities. The WSP shall address, not only the sequencing of each of the four facilities relative to each other, but also the work items within each facility. Drawing markups already completed by CONTRACTOR shall be attached as reference to the upgrades. CONTRACTOR shall develop a Gantt schedule that presents the resulting sequencing and overall schedule of construction of the facility upgrades.

Key Assumptions related to impact to service during construction are as follows:

- Hood Street Reservoir will be out of service for up to one calendar year
- Hood Street Pump Station will be out of service while Hood Street Reservoir is out of service and will only be out of service during lining of wet well chamber, as well as other minor outtages
- Hood Street Chlorination Facility will remain in service except during very brief periods during planned power disruptions
- South Tacoma Pump Station will remain in service except for when the wet well column wrapping is undertaken, and there will no simultaneous service disruption among the South Tacoma Pump Station and the Hood Street facilities



## 5.2 Water Operations Building

CONTRACTOR shall develop a WSP for the Water Operations Building that addresses the sequence of construction activities within the Water Operations Building and on the east and south canopies. In addition to sequence, the WSP for the Water Operations Building shall address the following:

- The estimated duration of key construction activities
- The impact of key construction activities to use by CITY staff of the Water Operations Building
- Work staging locations and its impact to use of the Water Operations Building
- Decisions related to positioning of new shear walls and replacements for removed CMU walls
- Impacts to access to the building, loading docks, and to secure area behind fence and gates

Drawing markups already completed by CONTRACTOR shall be attached as reference to the upgrades. One or more of these existing figures shall be used to graphically present sequencing. CONTRACTOR shall develop a Gantt schedule that presents the resulting sequencing and overall schedule of construction of the Water Operations Building upgrades.

## 5.3 Workshop

CONTRACTOR shall attend and facilitate a workshop with all key CITY staff to address the WSP for the South Tacoma Pump Station and Hood Street Site facilities and the WSP for the Water Operations Building. The Workshop is anticipated to begin at 9am and extend until 4pm. The Workshop shall be undertaken one to two weeks after receipt by CITY of the draft WSP technical memoranda for the two separate construction contracts. The draft WSP technical memoranda shall be reviewed and shall form the basis for workshop discussion. The workshop shall be held at the Water Operations Building. CONTRACTOR shall prepare and submit an agenda for the meeting four days prior to the workshop. The results of the meeting and key decisions shall be reflected in the final WSP technical memoranda to be prepared after the workshop.

### Deliverables:

- Agenda

## 5.4 Draft WSP Technical Memorandum

CONTRACTOR shall develop and submit a draft of the two WSPs to CITY for CITY's review and comment. The draft shall reflect CONTRACTOR's understanding of the sequence that minimizes disruption to use of the facilities and minimizes disruption to CITY staff. It is understood that these two draft versions of the WSPs are intended as starting points for review and further discussion with CITY staff to refine the WSP to their final versions. The two draft WSPs shall serve as the basis for initiating discussion during the workshop.

### Deliverables:

- Draft WSP

## 5.5 Final WSP Technical Memorandum

CONTRACTOR shall submit a final draft of the WSP to CITY for CITY's review and comment. CONTRACTOR and CITY shall meet via conference call to discuss CITY's review comments and confirm revisions to the final draft WSP. CONTRACTOR shall finalize the WSP based on these additional comments and submit the Final WSP technical memoranda to CITY. These final WSPs shall form the basis for specifying schedule requirements during detailed design.

#### Deliverables:

- Final Draft WSP
- Final WSP

## Task 6. Detailed Design

CONTRACTOR shall complete detailed design of the project by developing a 30-percent-complete, 60-percent-complete document, a 90-percent-complete document, building department permit submittal, and a final (100-percent complete) document. The completed design documents shall consist of bidding documents, contract documents, Division 1 specifications, technical specifications, and drawings.

CONTRACTOR shall prepare a separate, stand-alone set of design documents for the Water Operations Building upgrades. CONTRACTOR shall also prepare a separate, combined, stand-alone set of design documents for the South Tacoma Pump Station, the Hood Street Pump Station and Hydro Facility, and the Hood Street Chlorination Facility. CONTRACTOR shall prepare a separate, stand-alone set of design documents for the Hood Street Reservoir upgrades.

CITY shall provide review comments for each of the three design reviews (30-percent, 60-percent, and 90-percent) on a standard comment review form. CITY shall internally adjudicate and organize its review comments onto a single comment review form for submittal to CONTRACTOR. CONTRACTOR shall provide a written response to each written review comment provided by CITY. CITY may elect to use its own form or CONTRACTOR's standard form.

CONTRACTOR shall prepare the submittals for each of the three draft phases of design and the final construction documents as two separate construction projects. Drawings shall be developed to be eventually (permit acquisition, bidding, construction, as necessary and required) printed as full-size drawings (22" x 34"). Drawings will also be sized to be printed as half-size drawings (11" x 17" drawings) for each of the four submittal stages. Drawings shall be prepared as a separate volume for each of the two construction contracts. Bidding documents, contract documents, general and supplementary conditions, Division 1 specifications, and technical specifications shall be developed as one or more separate volumes, as preferred by CITY, for each of the two construction contracts.

CONTRACTOR shall design the following specific seismic improvements, as presented below, for each facility:

- South Tacoma Pump Station
  - Window infill (east-facing windows)
  - Reservoir column wrapping
  - Surge tank removal
  - Seismic restraint of bridge crane, when not in operation
  - Seismic bracing and anchorage of control panels, tablet chlorination tank, and blower room air handling unit.
- Hood Street Chlorination Facility
  - Window infills (all windows)
  - Column wrapping
  - Widening of existing wall footing
  - Seismic restraint of hypochlorite tanks
  - Seismic restraint of bridge crane, when not in operation
  - Seismic bracing and anchorage of sample pipe rack and control panels

- Add flexible connections at the top of hypochlorite tanks
- Hood Street Pump Station and Hydro Facility
  - Continuous bracing at top of CMU walls with new structural members around roof perimeter
  - Additional wall bracing, at top of CMU walls, in the short direction of the roof with new structural members
  - Strengthening of foundation with a fiberglass-reinforced wrap continuous around outside face of building foundation
  - Applying a polyurea liner to the below-grade valve pit and flow chamber
  - Seismic bracing and anchorage cable trays and electrical equipment
- Hood Street Reservoir
  - Interior perimeter seismic-restraint cables embedded in new concrete curb (height to be determined as part of Task 1) and above concrete curb add a new shotcrete liner wall or flexible leakage liner
  - A single, new permanent access opening (double-door hatch) cut through reservoir roof to enable access and ventilation during construction and permanent, enhanced future access
  - Modifications as needed to piping connections and flexible couplings at the inlet connecting pipe, the outlet connecting pipe, and the reservoir-generator/pump station connecting pipe to improve seismic resiliency
- Water Operations Building
  - Strengthening of existing exterior shear walls
  - Additional interior shear walls
  - Strengthening of roof diaphragm
  - Column wrapping
  - Removal of interior masonry walls and replacement with wood light-frame or cold-form steel walls
  - Removal of hose drying tower to roof level
  - Strengthening of east loading dock with replacement of roof decking and enhanced connections to existing Water Operations Building structure
  - Additional columns, portal frames, and column foundation strengthening for south loading dock
  - Seismic bracing and anchorage of acoustical ceiling, shelves, office equipment, HVAC equipment, electrical equipment, and pallet racks

The only improvements included in this task are seismic structural related to the building structures and to other specifically identified elements within the structures that are not properly anchored or braced. Any design aspects related to other aspects of the facilities, such as electrical, instrumentation and control, communications, HVAC, etc, will be implemented solely to enable implementation of the structural modifications.

The Drawings and Specifications shall be based on the following:

- Bidding and Contract Documents: CITY's standard.
- General and Supplementary Conditions: CONTRACTOR shall use latest version of the "Standard General Conditions of the Construction Contract," as prepared by Engineers Joint Contract Documents Committee. CONTRACTOR shall supplement the General Conditions using CONTRACTOR's standard Supplementary Conditions.

- Division 1 and Technical Specifications: CONTRACTOR's standard (49 Division, Construction Specification Institute (CSI) Format)
- Design Drawings: AutoCAD (City of Tacoma Standard; Release 18) format resulting in half size = 11"x17" and full size = 22"x34." After completion of the final, 100-percent complete drawings (PE-stamped and signed), CONTRACTOR shall furnish AutoCAD drawing files to CITY. CONTRACTOR may elect to work during design using MicroStation or other non-City-of-Tacoma AutoCAD format. However, CONTRACTOR shall convert files upon completion of final design documents to City of Tacoma AutoCAD standards for submittal to CITY.
- Standard Details: CITY's standard details will be used where applicable and practical

## 6.1 30-Percent Submittal

CONTRACTOR shall prepare a 30-percent design submittal for each of the three construction projects that will include drawings and cost estimate, only (no front-end documents or specifications). This 30-percent design submittal shall include major plan drawings and sections. Many of the design details, such as for the window infills, column wrapping, reservoir cable reinforcing, foundation enhancements will be included as well, but some design details will not be completed until the 60-percent submittal.

After CITY has reviewed the 30-percent design submittal, CITY and CONTRACTOR shall meet at CITY's office to discuss CITY's review comments. CONTRACTOR shall develop written responses to each of CITY's written review comments.

### Deliverables:

- 30-Percent Design Submittal

## 6.2 60-Percent Submittal

CONTRACTOR shall prepare a 60-percent complete draft submittal of the design for each of the three construction projects. This submittal shall include drawings (plan view, section views, and details) of the upgrades to a 60-percent complete stage. A staging and sequencing drawing shall be included as part of this submittal package.

This 60-percent submittal shall include first drafts of the bidding documents, contract documents, general and supplementary conditions, Division 1 specifications, and technical specifications. This submittal shall also include reference drawings that will be attached for use by bidders and the awarded contractor and a cost estimate.

After CITY has reviewed the 60-percent design submittal, CITY and CONTRACTOR shall meet at CITY's office to discuss CITY's review comments. CONTRACTOR shall develop written responses to each of CITY's written review comments.

### Deliverables:

- 60-Percent Design Submittal

## 6.3 90-Percent Submittal

CONTRACTOR shall prepare a 90-percent complete draft submittal of the design for each of the three construction projects. This submittal shall include drawings (plan view, section views, and details) of the upgrades to a 90-percent complete stage.

This 90-percent submittal shall include revised drafts of the bidding documents, contract documents, general and supplementary conditions, Division 1 specifications, and technical specifications based on

review comments prepared by CITY and additional work undertaken by CONTRACTOR. This submittal shall also include the reference drawings initially attached for the 60-percent design submittal and a cost estimate.

This submittal shall be CITY's final opportunity to review and request revisions to the design. After CITY has reviewed the 90-percent design submittal, CITY and CONTRACTOR shall meet at CITY's office to discuss CITY's review comments. CONTRACTOR shall develop written responses to each of CITY's written review comments. This 90-percent design submittal shall be the final opportunity for City to provide input on modify the design documents.

Deliverables:

- 90-Percent Design Submittal

## 6.4 Building Department Permit Submittal

CONTRACTOR shall prepare a PE-stamped and signed set of drawings, specification, and all other front-end construction documents that reflects CONTRACTOR's incorporation of all review comments from the 90-percent design submittal for each of the three construction projects. The Building Department Permit Submittal shall be 100-percent-complete and suitable for bidding the project. This Building Permit Submittal shall be prepared solely to solicit building department review comments and is not intended for use by CITY for additional review and comment. In addition to the 100-percent-complete drawings and specifications, CONTRACTOR shall prepare a report that includes all of the structural calculations necessary for the building permit. These calculations shall be submitted to CITY in advance of submittal to building department.

CONTRACTOR shall attend and participate in a single pre-application meeting with CITY and City of Tacoma Building Department prior to discuss the project prior to completing a permit application. CONTRACTOR shall complete the building department application form for use by CITY in its formal submittal of application, whether on-line or by hardcopy means. CITY shall prepare any hardcopies required for the building department application submittal.

Deliverables:

- Building Department Permit Submittal (initial submittal)

## 6.5 Construction Documents

CONTRACTOR shall receive from CITY via email any review comments prepared by City of Tacoma Building Department and shall address each comment. CONTRACTOR shall prepare a written formal response to each review comment and shall modify the drawings and specifications, as applicable, based on each review comment. For the purpose of budgeting this task, it is assumed that Building Department review comments do not reflect a fundamental disagreement with the design approach undertaken by CONTRACTOR.

CONTRACTOR shall submit written formal response to Building Department review comments, the revised specifications, and the revised drawings to CITY for final checking and concurrence with the revisions. CONTRACTOR shall make any further revisions to these documents, as applicable, and submit the final, revised versions to CITY for re-submittal to the Building Department.

The re-submittal to the Building Department shall be the 100-percent-complete set of design documents (Construction Documents) that is ready for bidding the two construction contracts.

CONTRACTOR shall submit the Construction Documents to CITY as a final, PE-certified PDF file. CITY shall print any full-size or half-size copies of the Construction Documents it deems necessary for its

internal and external use in bidding the project. CONTRACTOR shall submit to CITY final AutoCAD 18 (or latest City of Tacoma standard) CAD files.

Deliverables:

- Building Department Permit Submittal (revised, final version)
- Construction Documents (same content as revised, final Building Department Submittal)
- Written responses to Building Department Review Comments

## Task 7. Estimated Costs

Consultant shall estimate the cost of the construction contract for the project. The construction cost estimate shall be developed in in Consultant's standard "Timberline" software package and made available for City review. The estimate shall be organized on a per-facility basis. A summary of the cost estimate shall be prepared based on key upgrades per facility to simplify review.

The initial cost estimate shall be developed upon completion of 30-percent design. This initial cost estimate shall be updated and refined at subsequent design stages (60-percent, 90-percent, and 100-percent). The cost estimate at the 100-percent design stage shall be suitable for use as the Engineer's Cost Estimate for construction contract bidding purposes.

The cost estimates shall conform to the classification standards established by the Association of the Advancement of Cost Engineering International (AACEI). The Class of estimate shall be as follows for each of the estimates developed:

- 30-percent design: Class 4
- 60-percent design: Class 3
- 90-percent design: Class 2
- 100-percent design: Class 1

In providing opinions of construction cost, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's analyses, projections, and/or estimates.

Deliverables:

- 30-percent cost estimate
- 60-percent cost estimate
- 90-percent cost estimate
- 100-percent cost estimate

## Task 8. Permitting Support

CONTRACTOR shall support CITY's application of permits and approvals required to undertake this project. These permits and approvals are anticipated to be required for each of the three construction projects. The permits and approvals anticipated for this work include the following:

- Building Permit

- SEPA
- Grading Permit (STPS and Hood Street Site Construction Contract, only)

CONTRACTOR's support related to the Building Permit is presented in Task 6.4. The scope and budget for that support is presented in Task 6.4.

CONTRACTOR shall prepare SEPA Checklists for each of the three projects and submit to CITY for review and comment. CONTRACTOR shall revise the SEPA Checklists based on CITY review comments and resubmit to CITY for CITY to continue the SEPA process. CONTRACTOR shall not attend any public meetings related to the SEPA process. It is presumed for budgeting this task that a Declaration of Non-Significance is issued for both of the construction projects.

CONTRACTOR shall prepare a permit application for Site Development (Grading, Excavation, Paving). CONTRACTOR shall use the Building Department Permit Submittal for the South Tacoma Pump Station and Hood Street Site, prepared as part of Task 6.4, in support of this Site Development permit application. CONTRACTOR shall furnish the application to CITY for CITY to submit the application and the required support design document set (same as the Building Department Permit Application submittal) for review and approval by the City of Tacoma's Department of Planning and Development Services (also referred to herein as the "building department").

CITY shall forward review comments from the building department to CONTRACTOR for CONTRACTOR to address and to revise the drawings and specifications, as applicable. No meetings are anticipated as part of this permit application process.

Deliverables:

- SEPA Checklists (two; one for each construction package)
- Grading Permit Application

## Task 9. Project Management

CONTRACTOR's project manager shall manage CONTRACTOR's project team, task leads, overall execution of the project, and accurate accounting of the project budget. CONTRACTOR's project manager shall work with CONTRACTOR's project accountant to prepare and submit invoices on a monthly basis along with a monthly project status memo addressing and describing work covered by the invoice. Any significant project budget or accounting issues shall be addressed in the monthly status memo for CITY's review and consideration. CONTRACTOR shall prepare all of CONTRACTOR's internal, standard, required work-execution, quality control, health and safety, and budget control work products necessary to effectively execute the work.

The scope and budget for this task includes time for CONTRACTOR's project manager to communicate regularly by phone and email with CITY's project manager and to meet occasionally (up to three times over the course of the project) in person in Tacoma with CITY's project manager, if desired and directed by CITY's project manager, to provide continual status updates and coordination throughout the project. No formal documentation of the content and results of these meetings shall be prepared.

Deliverables:

- Monthly invoice and budget summary spreadsheet
- Monthly status memo accompanying the invoice

ID	Task Name	Oct	Nov	Dec	2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020	Jan	Feb	Mar
1	Notice to Proceed																				
2	Task 1. Hood Street Reservoir Seismic Analysis																				
3	Task 1.1 Assess Impact of Leakage....																				
4	Task 1.2 Additional Structural Seismic Analysis																				
5	Task 1.3 Analysis Report																				
6	Draft Report																				
7	TW Review																				
8	Review Meeting																				
9	Finalize Report																				
10	Task 2. Field Testing Activities																				
11	Task 3. Facility Dimension Verification																				
12	Task 4. Code Compliance																				
13	Draft Code Compliance Tech Memo																				
14	Meet with City Planning Dept																				
15	Review of Tech Memo by City Planning Dept																				
16	Finalize Tech Memo																				
17	Task 5. Work Sequencing																				
18	Task 6. Detailed Design																				
19	6.1 30-Percent Submittal																				
20	Prepare Draft																				
21	City Review																				
22	Review Meeting																				
23	5.2 60-Percent Submittal																				
24	Prepare Draft																				
25	City Review																				
26	Review Meeting																				
27	5.3 90-Percent Submittal																				
28	Prepare Draft																				
29	City Review																				
30	Review Meeting																				
31	5.4 Building Department Permit Submittal																				
32	Prepare Submittal																				
33	Pre-Application Meeting																				
34	Building Department Review																				
35	5.5 Construction Documents																				
36	Prepare Final Submittal																				
37	Documents Ready for Bidding																				
38	Task 7. Estimated Costs																				
39	Task 8. Permitting Support	</																			



**Exhibit C-2 - Labor and Expenses**

**Design of Seismic Upgrades of Hood Street Facilities, South Tacoma Pump Station, and Water Operations Building**

Task	Labor Subtotal	Subcontractor Costs	Expense Subtotal	Total
Task 1. Hood Street Reservoir Seismic Analysis				
1.1 Assess Impact of Leakage on Slope Stability	\$19,755	\$0	\$0	\$19,755
1.2 Additional Structural Seismic Analysis	\$32,852	\$0	\$0	\$32,852
1.3 Analysis Report	\$31,992	\$0	\$0	\$31,992
Task 2. Field Testing Activities	\$15,324	\$40,000	\$400	\$55,724
Task 3. Facility Dimension Verification	\$11,334	\$0	\$400	\$11,734
Task 4. Code Compliance	\$12,692	\$0	\$250	\$12,942
Task 5. Work Sequencing				
5.1 South Tacoma Pump Station and Hood Street Site Facilities	\$8,829	\$0	\$0	\$8,829
5.2 Water Operations Building	\$18,244	\$0	\$0	\$18,244
5.3 Workshop	\$22,672	\$0	\$1,000	\$23,672
5.4 Draft WSP Technical Memorandum	\$9,835	\$0	\$0	\$9,835
5.5 Final WSP Technical Memorandum	\$6,512	\$0	\$0	\$6,512
Task 6. Detailed Design				
6.1 30-Percent Submittal	\$180,494	\$20,000	\$400	\$200,894
6.2 60-Percent Submittal	\$225,185	\$30,000	\$400	\$255,585
6.3 90-Percent Submittal	\$224,771	\$0	\$0	\$224,771
6.4 Building Department Permit Submittal	\$73,867	\$0	\$300	\$74,167
6.5 Construction Documents	\$37,183	\$0	\$0	\$37,183
Task 7. Estimated Costs	\$26,790	\$0	\$0	\$26,790
Task 8. Permitting Support	\$11,988	\$0	\$0	\$11,988
Task 9. Project Management	\$95,756	\$0	\$300	\$96,056
<b>Total</b>	<b>\$1,066,075</b>	<b>\$90,000</b>	<b>\$3,450</b>	<b>\$1,159,525</b>

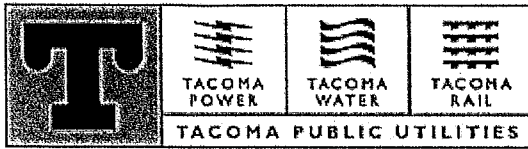


EXHIBIT "A"

RESOLUTION NO.: U-11040

ITEM NO.: #4

MEETING DATE: NOVEMBER 14, 2018

**TO:** Board of Contracts and Awards

**FROM:** Tony Lindgren, P.E., Tacoma Water Distribution Engineering, Division Manager  
Ali Polda, P.E., Professional Engineer, Tacoma Water Distribution Engineering *AP*

**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Doreen Klaaskate, Finance/Purchasing

**SUBJECT:** Water Main Replacement Project No. 2018-26  
58th to 62nd Street Court West, University Place  
Request for Bids Specification No. WD18-0294F – November 14, 2018

**DATE:** November 1, 2018

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**RECOMMENDATION SUMMARY:**

Tacoma Water Distribution Engineering recommends that a contract be awarded to Sound Pacific Construction Gig Harbor, WA, for the replacement of water main in the vicinity of 58<sup>th</sup> to 62<sup>nd</sup> Street Court West, within the City of University Place, in the amount of \$759,810.25, plus any applicable taxes.

**BACKGROUND:**

This contract provides for the replacement of existing asbestos cement water main with approximately 4,000 linear feet of 6-inch and 4-inch ductile iron water main in the vicinity of 58th to 62nd Street Court West, within the City of University Place. Replacing the water main will increase the level of service provided to Tacoma Water customers by enhancing operational flexibility and improving the reliability of the distribution system.

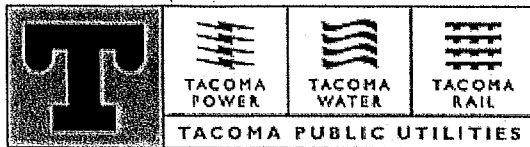
**ISSUE:** Recent condition testing indicates the existing asbestos cement water main is in poor condition.

**ALTERNATIVES:** Tacoma Water considered rehabilitating the water main however this option was cost prohibitive and does not provide a long-term solution.

**COMPETITIVE SOLICITATION:**

Request for Bids Specification No. WD18-0294F was opened October 30, 2018. Twenty-nine (29) companies were invited to bid in addition to normal advertising of the project. Ten (10) submittals were received.

Sound Pacific Construction submitted a bid that resulted in the lowest submittal after consideration of SBE participation goals. The table below reflects the amount of the base award.



<u>Respondent</u>	<u>Location</u> (city and state)	<u>Submittal Amount</u>	<u>Evaluated Submittal</u>
<b>Sound Pacific Construction</b>	<b>Gig Harbor, WA</b>	<b>\$759,810.25</b>	<b>\$759,810.25</b>
Miles Resources LLC	Puyallup, WA	\$772,456.70	\$772,456.70
South Sound Contractors, LLC	Lacey, WA	\$780,967.73	\$780,967.73
Nisqually Construction Services, LLC	Olympia, WA	\$784,755.80	\$784,755.80
Prospect Construction Inc	Puyallup, WA	\$786,195.16	\$786,195.16
Rodarte Construction Inc.	Auburn, WA	\$805,890.30	\$805,890.30
Pape & Sons Construction Inc	Gig Harbor, WA	\$809,914.50	\$809,914.50
Nova Contracting Inc	Olympia, WA	\$835,260.60	\$835,260.60
Northwest Cascade Inc	Puyallup, WA	\$836,821.00	\$836,821.00
R.W. Scott Construction Co.	Auburn, WA	\$905,943.00	\$905,943.00

Pre-bid Estimate: \$ 896,500.00

The recommended award is 15.2 percent below the pre-bid estimate.

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: The recommended contractor is in compliance with the Small Business Enterprise (SBE) Regulation requirements per memorandum dated November 1, 2018. The SBE goal for this project is 10 percent. The SBE participation level of the recommended contractor exceeds the goal. Sound Pacific Construction submitted the lowest bid per the SBE Regulation requirements. The recommended contractor must meet the Local Employment and Apprenticeship Training Program (LEAP) goal of 15 percent Local Employment Utilization.

#### FISCAL IMPACT:

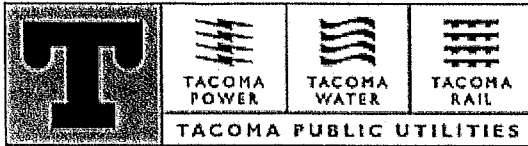
##### EXPENDITURES:

FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT *
Tacoma Water Bond Fund	WTR-00555-06-04	5330100	\$ 759,810.25
<b>TOTAL</b>			<b>\$ 759,810.25</b>

##### REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600-10WC Water 2010 Construction Bond Fund	586306	6311156	\$ 759,810.25
<b>TOTAL</b>			<b>\$ 759,810.25</b>

\* Excluding Applicable Sales Tax



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 759,810.25

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

Scott Dewhirst, Water Superintendent

APPROVED:

Jackie Flowers, Director of Utilities



**Community and Economic Development Department  
Small Business Enterprise (SBE) Office  
Evaluated Bid Status Report**

To: Ali Polda  
Date: November 1, 2018  
Subject: Water Main Replacement Project - MRP 2018-26  
Specification No. WD18-0294F  
Contractor: Sound Pacific Construction, LLC  
3902 157<sup>th</sup> Street Court NW  
Gig Harbor, WA 98332

SBE Subcontractor(s) to be used on the project:

Sound Pacific Construction, LLC is a City of Tacoma Certified Small Business Enterprise.

☒ APPROVED

The SBE project goal was established at 10%. Sound Pacific Construction, LLC submitted the lowest responsible / responsive bid, and is a City Certified Small Business Enterprise. The SBE Office is in agreement with the project being awarded to Sound Pacific Construction, LLC.

☐ DISAPPROVED

Bidder is not considered responsive for the following reason(s):

- ☐ Bidder did not complete all necessary forms  
☐ See attached memorandum dated \_\_\_\_\_.

C. Wickstrom  
Carrie Wickstrom, SBE Coordinator

TABULATION OF BIDS ON SPECIFICATION NO. WD18-0294F, MRP2018-26, OPEN DATE: October 30, 2018

CERTIFIED CHECK OR BOND COMPLETION - 30 DAYS			Sound Pacific Construction			Miles Resources LLC			South Sound Contractors, LLC			Nisqually Construction Services, LLC			Prospect Construction Inc		
			Bidder # 1			Bidder # 2			Bidder # 3			Bidder # 4			Bidder # 5		
Water Main Replacement Project MRP 2018-26			Bid Bond:	5%	TOTAL	Bid Bond:	5%	TOTAL	Bid Bond:	5%	TOTAL	Bid Bond:	5%	TOTAL	Bid Bond:	5%	TOTAL
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	TOTAL
1	Mobilization (1-09.7)	1	LS	\$70,000.00	\$70,000.00	\$65,430.00	\$65,430.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$65,000.00	\$65,000.00	\$12,729.68	\$12,729.68	\$12,729.68	\$12,729.68
2	Project Temporary Traffic Control (See Special Provisions) (1-10)	1	LS	\$10,000.00	\$10,000.00	\$37,000.00	\$37,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$64,858.27	\$64,858.27	\$64,858.27	\$64,858.27
3	Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all thicknesses & combinations (2-02)	6244	SY	\$7.00	\$43,708.00	\$8.85	\$55,259.40	\$2.00	\$12,488.00	\$9.25	\$57,757.00	\$6.73	\$42,022.12	\$6.73	\$42,022.12	\$42,022.12	\$42,022.12
4	Trench Excavation & Disposal, 7-09.3(7)	2216	CY	\$30.00	\$66,460.00	\$13.30	\$29,459.80	\$28.00	\$62,020.00	\$64.25	\$142,313.76	\$27.85	\$61,687.75	\$27.85	\$61,687.75	\$61,687.75	\$61,687.75
5	Temporary HMA Class 1/2" PG64-22, 5-inch minimum depth installed & removed (5-04 & 9-03.8)	1362	SY	\$52.00	\$70,824.00	\$26.15	\$35,616.30	\$20.71	\$28,207.02	\$44.85	\$61,085.70	\$47.86	\$65,212.56	\$47.86	\$65,212.56	\$65,212.56	\$65,212.56
6	HMA C1 1/2" PG64-22 pavement for permanent trench patch (5-04 & 9-03.8) 2" in Depth	1154	TN	\$92.00	\$106,168.00	\$101.75	\$117,419.50	\$92.33	\$106,548.82	\$99.65	\$114,996.10	\$179.64	\$207,304.56	\$179.64	\$207,304.56	\$207,304.56	\$207,304.56
7	Trench Shoring, (7-09.3(7))	4263	LF	\$0.25	\$1,065.75	\$1.00	\$4,263.00	\$2.00	\$8,526.00	\$1.30	\$5,542.90	\$1.68	\$7,159.74	\$1.68	\$7,159.74	\$7,159.74	\$7,159.74
8	Crushed Surfacing Top Course for trench backfill per Section 9-03.9(3) of the 2016 WSDOT Standard Specifications, shoulder restoration, and as directed by the Inspector (7-09.3(10), 9-03.9(3))	3437	TN	\$24.00	\$82,488.00	\$21.00	\$72,177.00	\$42.46	\$145,935.02	\$22.60	\$77,676.20	\$23.62	\$81,161.64	\$23.62	\$81,161.64	\$81,161.64	\$81,161.64
9	Trench Compaction Test (as directed by the Inspector) (7-09.3(11))	84	EA	\$150.00	\$12,600.00	\$260.00	\$21,840.00	\$60.00	\$5,040.00	\$141.65	\$11,890.20	\$124.86	\$10,488.24	\$124.86	\$10,488.24	\$10,488.24	\$10,488.24
10	6-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Thickness Class No. 52, to furnish, lay and test (7-09.3(15)A, 9-30.1(1), 9-30.2(6))	3117	LF	\$42.00	\$130,914.00	\$48.50	\$151,174.50	\$39.00	\$121,563.00	\$16.45	\$51,274.65	\$17.42	\$54,298.14	\$17.42	\$54,298.14	\$54,298.14	\$54,298.14
11	4-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (7-09.3(15)A & 9-30.1(1))	813	LF	\$45.00	\$36,585.00	\$48.50	\$39,430.50	\$36.00	\$29,268.00	\$21.70	\$17,642.10	\$23.34	\$18,975.42	\$23.34	\$18,975.42	\$18,975.42	\$18,975.42
12	6-inch x 6-inch Ductile Iron Reducer, 2-B, M.J., with Concrete anchor, installed (7-09 & 9-30.2(1))	1	EA	\$800.00	\$800.00	\$102.00	\$102.00	\$150.00	\$150.00	\$187.55	\$187.55	\$406.61	\$406.61	\$406.61	\$406.61	\$406.61	\$406.61
13	6-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1))	2	EA	\$400.00	\$800.00	\$276.00	\$552.00	\$150.00	\$300.00	\$230.05	\$460.10	\$228.44	\$456.88	\$228.44	\$456.88	\$456.88	\$456.88
14	6-inch x 4-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1))	2	EA	\$400.00	\$800.00	\$284.00	\$568.00	\$150.00	\$300.00	\$211.05	\$422.10	\$234.61	\$469.22	\$234.61	\$469.22	\$469.22	\$469.22
15	6-inch Ductile Iron Ell, M.J., 45°, installed, (7-09 & 9-30.2(1))	13	EA	\$350.00	\$4,550.00	\$233.00	\$3,029.00	\$60.00	\$780.00	\$150.50	\$1,956.50	\$176.34	\$2,292.42	\$176.34	\$2,292.42	\$2,292.42	\$2,292.42
16	6-inch Ductile Iron Ell, M.J., 22-1/2°, installed, (7-09 & 9-30.2(1))	4	EA	\$350.00	\$1,400.00	\$229.00	\$916.00	\$80.00	\$320.00	\$146.10	\$584.40	\$171.00	\$684.00	\$171.00	\$684.00	\$684.00	\$684.00
17	6-inch Ductile Iron Cap, M.J., tapered 2", installed and removed (9-30.2(1))	1	EA	\$275.00	\$275.00	\$737.00	\$737.00	\$280.00	\$280.00	\$115.95	\$115.95	\$349.44	\$349.44	\$349.44	\$349.44	\$349.44	\$349.44
18	6-inch Ductile Iron Solid Sleeve (Lonal), installed (9-30.2(1))	1	EA	\$350.00	\$350.00	\$640.00	\$640.00	\$282.00	\$282.00	\$119.00	\$119.00	\$250.26	\$250.26	\$250.26	\$250.26	\$250.26	\$250.26
19	4-inch Ductile Iron Cap, M.J., tapered 2", installed (9-30.2(1))	2	EA	\$275.00	\$550.00	\$229.00	\$458.00	\$160.00	\$320.00	\$54.00	\$108.00	\$120.22	\$240.44	\$120.22	\$240.44	\$240.44	\$240.44
20	2-inch Blow-Off Assembly, installed (Dwg. 17-55-1) (7-09.3(22))	2	EA	\$1,700.00	\$3,400.00	\$2,970.00	\$5,940.00	\$2,300.00	\$4,600.00	\$1,545.00	\$3,090.00	\$1,778.89	\$3,557.98	\$1,778.89	\$3,557.98	\$3,557.98	\$3,557.98
21	Temporary 2-inch Blow-Off Assembly, installed and removed (Dwg. 17-55-1) (7-09.3(22))	1	EA	\$550.00	\$550.00	\$1,240.00	\$1,240.00	\$350.00	\$350.00	\$1,079.00	\$1,079.00	\$939.61	\$939.61	\$939.61	\$939.61	\$939.61	\$939.61
22	6-inch Mechanical Joint Restraint Glands (7-14 & 9-30.2(6))	8	EA	\$90.00	\$720.00	\$39.50	\$316.00	\$45.00	\$360.00	\$75.00	\$600.00	\$63.59	\$508.72	\$63.59	\$508.72	\$508.72	\$508.72
23	6-inch Gate Valve, M.J., ANSI/AWWA, C508/C515, with C.I. Valve Box (7-12 & 9-30.3)	1	EA	\$1,600.00	\$1,600.00	\$1,660.00	\$1,660.00	\$2,310.00	\$2,310.00	\$1,383.00	\$1,383.00	\$1,739.96	\$1,739.96	\$1,739.96	\$1,739.96	\$1,739.96	\$1,739.96
24	6-inch Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box (7-12 & 9-30.3)	8	EA	\$1,100.00	\$8,800.00	\$1,190.00	\$9,520.00	\$1,000.00	\$8,000.00	\$986.55	\$7,892.40	\$1,345.84	\$10,766.72	\$1,345.84	\$10,766.72	\$10,766.72	\$10,766.72
25	4-inch Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box (7-12 & 9-30.3)	2	EA	\$900.00	\$1,800.00	\$1,060.00	\$2,120.00	\$1,000.00	\$2,000.00	\$847.85	\$1,695.70	\$1,206.09	\$2,412.18	\$1,206.09	\$2,412.18	\$2,412.18	\$2,412.18
26	6-inch Hydrant, M.J., 4.5-ft. bury, with 4-inch Tacoma Standard Threads & 4-inch Quick Coupling (7-14 & 9-30.5(2))	1	EA	\$3,700.00	\$3,700.00	\$5,140.00	\$5,140.00	\$5,500.00	\$5,500.00	\$2,790.00	\$2,790.00	\$3,764.52	\$3,764.52	\$3,764.52	\$3,764.52	\$3,764.52	\$3,764.52
27	6-inch Hydrant, M.J., 4.5-ft. bury, with 4-inch Tacoma Standard Threads & 4-inch Quick Coupling (7-14 & 9-30.5(2))	1	EA	\$3,750.00	\$3,750.00	\$5,190.00	\$5,190.00	\$5,750.00	\$5,750.00	\$2,812.50	\$2,812.50	\$3,824.48	\$3,824.48	\$3,824.48	\$3,824.48	\$3,824.48	\$3,824.48
28	Asbestos cement Pipe removal and disposal plan (7-09)	1	LS	\$1,000.00	\$1,000.00	\$420.00	\$420.00	\$1,750.00	\$1,750.00	\$4,150.00	\$4,150.00	\$23,379.38	\$23,379.38	\$23,379.38	\$23,379.38	\$23,379.38	\$23,379.38
29	Removal and disposal of abandoned AC pipe all sizes (7-09.3)	8	LF	\$55.00	\$440.00	\$383.00	\$3,064.00	\$800.00	\$6,400.00	\$125.80	\$1,006.40	\$266.50	\$2,052.00	\$266.50	\$2,052.00	\$2,052.00	\$2,052.00
30	Test Holes (See Special Provisions) (7-09.3(6))	1	LS	\$5,000.00	\$5,000.00	\$20,070.00	\$20,070.00	\$25,000.00	\$25,000.00	\$7,270.00	\$7,270.00	\$19,248.17	\$19,248.17	\$19,248.17	\$19,248.17	\$19,248.17	\$19,248.17
31	Concrete Thrust Anchor, installed (7-09.3(21))	21	EA	\$600.00	\$12,600.00	\$135.00	\$2,835.00	\$897.62	\$14,650.02	\$468.00	\$9,828.00	\$224.85	\$4,721.85	\$224.85	\$4,721.85	\$4,721.85	\$4,721.85
32	Temporary Concrete Thrust Anchor, installed and removed (7-09.3(21))	1	EA	\$400.00	\$400.00	\$1,210.00	\$1,210.00	\$2,000.00	\$2,000.00	\$720.00	\$720.00	\$430.22	\$430.22	\$430.22	\$430.22	\$430.22	\$430.22
33	Storm, Sanitary, and Side Sewer Restoration (7-04, 7-17, & 7-18)	15	EA	\$775.00	\$11,625.00	\$1,190.00	\$17,850.00	\$3,333.33	\$49,999.95	\$1,277.00	\$19,155.00	\$863.14	\$12,947.10	\$863.14	\$12,947.10	\$12,947.10	\$12,947.10
34	Street cleaning with powered sweeper and vacuum equipment. (5-04.3(5)A & 9-01.4)	41	HR	\$200.00	\$8,200.00	\$113.00	\$4,633.00	\$438.76	\$17,989.96	\$170.00	\$6,970.00	\$132.63	\$5,437.83	\$132.63	\$5,437.83	\$5,437.83	\$5,437.83
35	Initial Protection (8-01)	24	EA	\$100.00	\$2,400.00	\$100.00	\$2,400.00	\$208.33	\$4,999.92	\$68.00	\$1,632.00	\$134.50	\$3,228.00	\$134.50	\$3,228.00	\$3,228.00	\$3,228.00
36	Dewatering Plan (8-01)	1	LS	\$1,000.00	\$1,000.00	\$249.00	\$249.00	\$2,500.00	\$2,500.00	\$339.70	\$339.70	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00
37	Traffic Lane Markings (8-22)	1	LS	\$4,000.00	\$4,000.00	\$4,620.00	\$4,620.00	\$2,500.00	\$2,500.00	\$5,661.50	\$5,661.50	\$6,840.00	\$6,840.00	\$6,840.00	\$6,840.00	\$6,840.00	\$6,840.00
38	Stormwater Pollution Prevention Plan (SWPPP), (8-01.3(1)A)	1	LS	\$1,000.00	\$1,000.00	\$249.00	\$249.00	\$2,000.00	\$2,000.00	\$566.15	\$566.15	\$1,140.00	\$1,140.00	\$1,140.00	\$1,140.00	\$1,140.00	\$1,140.00
39	SPOC Plan (1-07.15(1))	1	LS	\$1,000.00	\$1,000.00	\$249.00	\$249.00	\$2,500.00	\$2,500.00	\$622.75	\$622.75	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00
40	Erosion and Sediment Control Specialist (8-01)	1	LS	\$1,500.00	\$1,500.00	\$2,520.00	\$2,520.00	\$7,500.00	\$7,500.00	\$1,377.50	\$1,377.50	\$2,493.75	\$2,493.75	\$2,493.75	\$2,493.75	\$2,493.75	\$2,493.75
41	Force Account - Erosion/Water Pollution Control (1-09.6 & 8-01)	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
42	Force Account (1-09.6)	1	EST	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
SUB-TOTAL					\$759,810.25		\$772,456.70		\$780,967.73		\$784,755.80		\$786,195.16				
9.9% Sales Tax					\$75,221.21		\$76,473.21		\$77,315.81		\$77,690.82		\$77,833.32				
BID TOTAL					\$835,031.46		\$848,929.91		\$858,283.54		\$862,446.62		\$864,028.48				
			Sound Pacific Construction			Miles Resources LLC			South Sound Contractors, LLC			Nisqually Construction Services, LLC			Prospect Construction Inc		
			Bidder # 1			Bidder # 2			Bidder # 3			Bidder # 4			Bidder # 5		

TABULATION OF BIDS ON SPECIFICATION NO. WD18-0294F, MRP2018-26, OPEN DATE: October 30, 2018

CERTIFIED CHECK OR BOND COMPLETION - 30 DAYS			Rodarte Construction Inc			Pape & Sons Construction Inc			Nova Contracting Inc			Northwest Cascade Inc			R.W. Scott Construction Co.		
			Bidder # 6			Bidder # 7			Bidder # 8			Bidder # 9			Bidder # 10		
Water Main Replacement Project MRP 2018-26			Bid Bond:	5%		Bid Bond:	5%		Bid Bond:	5%		Bid Bond:	5%		Bid Bond:	5%	
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization (1-09.7)	1	LS	\$67,000.00	\$67,000.00	\$70,000.00	\$70,000.00	\$88,000.00	\$88,000.00	\$82,000.00	\$82,000.00	\$58,000.00	\$58,000.00	\$58,000.00	\$58,000.00	\$58,000.00	\$58,000.00
2	Project Temporary Traffic Control. (See Special Provisions) (1-10)	1	LS	\$50,000.00	\$50,000.00	\$32,000.00	\$32,000.00	\$24,000.00	\$24,000.00	\$41,400.00	\$41,400.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
3	Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all thicknesses & combinations (2-02)	6244	SY	\$6.50	\$40,588.00	\$3.50	\$21,854.00	\$5.00	\$31,220.00	\$8.50	\$53,074.00	\$15.00	\$93,660.00	\$15.00	\$93,660.00	\$15.00	\$93,660.00
4	Trench Excavation & Disposal, 7'-09.3(7)	2216	CY	\$15.00	\$33,225.00	\$1.00	\$2,216.00	\$20.00	\$44,300.00	\$20.00	\$44,300.00	\$5.00	\$11,075.00	\$5.00	\$11,075.00	\$5.00	\$11,075.00
5	Temporary HMA Class 5 1/2" PG64-22, 3-inch minimum depth, installed & removed (5-04 & 9-03.8)	1362	SY	\$30.00	\$40,860.00	\$24.00	\$32,688.00	\$20.00	\$27,240.00	\$32.00	\$43,584.00	\$70.00	\$95,340.00	\$70.00	\$95,340.00	\$70.00	\$95,340.00
6	HMA CI 1/2" PG64-22 pavement for permanent trench patch (5-04 & 9-03.8)-3" In Depth	1154	TN	\$145.00	\$167,330.00	\$155.00	\$178,870.00	\$120.00	\$138,480.00	\$108.00	\$124,632.00	\$180.00	\$208,800.00	\$180.00	\$208,800.00	\$180.00	\$208,800.00
7	Trench Shoring (7-09.3(7))	4253	LF	\$0.10	\$425.30	\$0.50	\$2,126.50	\$0.20	\$850.60	\$1.00	\$4,253.00	\$1.00	\$4,253.00	\$1.00	\$4,253.00	\$1.00	\$4,253.00
8	Crushed Surfacing Top Course for trench backfill per Section 9-03.9(3) of the 2016 WSDOT Standard Specifications, shoulder restoration, and as directed by the Inspector (7-09.3(10), 9-03.9(3))	3437	TN	\$22.00	\$75,614.00	\$40.00	\$137,480.00	\$30.00	\$103,110.00	\$32.00	\$109,584.00	\$30.00	\$103,110.00	\$30.00	\$103,110.00	\$30.00	\$103,110.00
9	Trench Compaction Test (as directed by the Inspector) (7-09.3(11))	84	EA	\$85.00	\$7,140.00	\$138.00	\$11,692.00	\$50.00	\$4,200.00	\$55.00	\$4,620.00	\$100.00	\$8,400.00	\$100.00	\$8,400.00	\$100.00	\$8,400.00
10	6-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Thickness Class No. 52, to furnish, lay and test (7-09.3(15)A, 9-30.1(1), 9-30.2(1))	3117	LF	\$60.00	\$187,020.00	\$51.00	\$158,987.00	\$68.00	\$211,956.00	\$35.00	\$109,095.00	\$50.00	\$155,850.00	\$50.00	\$155,850.00	\$50.00	\$155,850.00
11	4-inch Ductile Iron Pipe, Push-On Joint, ANSI/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (7-09.3(15)A & 9-30.1(1))	813	LF	\$50.00	\$40,650.00	\$49.00	\$39,837.00	\$58.00	\$47,154.00	\$33.00	\$26,829.00	\$45.00	\$36,585.00	\$45.00	\$36,585.00	\$45.00	\$36,585.00
12	6-inch x 6-inch Ductile Iron Reducer, 2-B, M.J., with Concrete anchor, installed (7-09. & 9-30.2(1))	1	EA	\$175.00	\$175.00	\$120.00	\$120.00	\$300.00	\$300.00	\$500.00	\$500.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
13	6-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1))	2	EA	\$250.00	\$500.00	\$165.00	\$330.00	\$300.00	\$600.00	\$325.00	\$650.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00
14	6-inch x 4-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1))	2	EA	\$250.00	\$500.00	\$175.00	\$350.00	\$300.00	\$600.00	\$325.00	\$650.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00
15	6-inch Ductile Iron Ell, M.J., 45°, installed (7-09. & 9-30.2(1))	13	EA	\$175.00	\$2,275.00	\$115.00	\$1,495.00	\$300.00	\$3,900.00	\$225.00	\$2,925.00	\$250.00	\$3,250.00	\$250.00	\$3,250.00	\$250.00	\$3,250.00
16	6-inch Ductile Iron Ell, M.J., 22-1/2°, installed (7-09. & 9-30.2(1))	4	EA	\$175.00	\$700.00	\$110.00	\$440.00	\$300.00	\$1,200.00	\$225.00	\$900.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00
17	6-inch Ductile Iron Cap, M.J., lapped 2", installed and removed (9-30.2(1))	1	EA	\$120.00	\$120.00	\$75.00	\$75.00	\$300.00	\$300.00	\$375.00	\$375.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
18	6-inch Ductile Iron Solid Sleeve (Long), installed (9-30.2(1))	1	EA	\$200.00	\$200.00	\$125.00	\$125.00	\$300.00	\$300.00	\$265.00	\$265.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
19	4-inch Ductile Iron Cap, M.J., lapped 2", installed (9-30.2(1))	2	EA	\$100.00	\$200.00	\$55.00	\$110.00	\$300.00	\$600.00	\$165.00	\$330.00	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00
20	2-inch Blow-Off Assembly, installed (Dwg. 17-55-1) (7-09.3(22))	2	EA	\$2,200.00	\$4,400.00	\$1,700.00	\$3,400.00	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$2,750.00	\$5,500.00	\$2,750.00	\$5,500.00	\$2,750.00	\$5,500.00
21	Temporary 2-inch Blow-Off Assembly, installed and removed (Dwg. 17-56-1) (7-09.3(22))	1	EA	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
22	6-inch Mechanical Joint Restraining Glands (7-14 & 9-30.2(8))	8	EA	\$90.00	\$720.00	\$45.00	\$360.00	\$50.00	\$400.00	\$180.00	\$1,440.00	\$100.00	\$800.00	\$100.00	\$800.00	\$100.00	\$800.00
23	8-inch Gate Valve, M.J., ANSI/AWWA, C500/C515, with C.I. Valve Box (7-12 & 9-30.3)	1	EA	\$1,700.00	\$1,700.00	\$1,430.00	\$1,430.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00
24	6-inch Gate Valve, M.J., ANSI/AWWA, C500/C515, with C.I. Valve Box (7-12 & 9-30.3)	8	EA	\$1,100.00	\$8,800.00	\$1,050.00	\$8,400.00	\$2,000.00	\$16,000.00	\$1,600.00	\$12,800.00	\$900.00	\$7,200.00	\$900.00	\$7,200.00	\$900.00	\$7,200.00
25	4-inch Gate Valve, M.J., ANSI/AWWA, C500/C515, with C.I. Valve Box (7-12 & 9-30.3)	2	EA	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00
26	6-inch Hydrant, M.J., 4.0-ft bury, with 4-inch Tacoma Standard Threads & 4-inch Quick Coupling (7-14 & 9-30.5(2))	1	EA	\$4,100.00	\$4,100.00	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$5,600.00	\$5,600.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
27	6-inch Hydrant, M.J., 4.5-ft bury, with 4-inch Tacoma Standard Threads & 4-inch Quick Coupling (7-14 & 9-30.5(2))	1	EA	\$4,200.00	\$4,200.00	\$4,600.00	\$4,600.00	\$6,000.00	\$6,000.00	\$5,600.00	\$5,600.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
28	Asbestos cement Pipe removal and disposal plan (7-09)	1	LS	\$1,100.00	\$1,100.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$5,800.00	\$5,800.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00
29	Removal and disposal of abandoned AC pipe all sizes (7-09.3)	8	LF	\$400.00	\$3,200.00	\$40.00	\$320.00	\$100.00	\$800.00	\$50.00	\$400.00	\$400.00	\$3,200.00	\$400.00	\$3,200.00	\$400.00	\$3,200.00
30	Test Holes (See Special Provisions) (7-09.3(9))	1	LS	\$1,250.00	\$1,250.00	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$74,500.00	\$74,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
31	Concrete Thrust Anchor, installed (7-09.3(21))	21	EA	\$250.00	\$5,250.00	\$60.00	\$1,260.00	\$200.00	\$4,200.00	\$235.00	\$4,935.00	\$200.00	\$4,200.00	\$200.00	\$4,200.00	\$200.00	\$4,200.00
32	Temporary Concrete Thrust Anchor, installed and removed (7-09.3(21))	1	EA	\$300.00	\$300.00	\$60.00	\$60.00	\$200.00	\$200.00	\$450.00	\$450.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
33	Storm, Sanitary, and Side Sewer Restoration (7-04, 7-17, & 7-18)	15	EA	\$500.00	\$7,500.00	\$500.00	\$7,500.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$1,000.00	\$15,000.00	\$1,000.00	\$15,000.00	\$1,000.00	\$15,000.00
34	Street cleaning with powered sweeper and vacuum equipment. (5-04.3(5)A & 9-01.4)	41	HR	\$160.00	\$6,560.00	\$240.00	\$9,840.00	\$150.00	\$6,150.00	\$155.00	\$6,395.00	\$130.00	\$5,330.00	\$130.00	\$5,330.00	\$130.00	\$5,330.00
35	Intel Protection (8-01)	24	EA	\$60.00	\$1,440.00	\$30.00	\$720.00	\$100.00	\$2,400.00	\$55.00	\$1,340.00	\$50.00	\$1,200.00	\$50.00	\$1,200.00	\$50.00	\$1,200.00
36	Develtering Plan (8-01)	1	LS	\$100.00	\$100.00	\$600.00	\$600.00	\$600.00	\$600.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
37	Traffic Lane Markings (8-22)	1	LS	\$1,400.00	\$1,400.00	\$1,800.00	\$1,800.00	\$900.00	\$900.00	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
38	Stormwater Pollution Prevention Plan (SWPPP), (8-01.3(1A))	1	LS	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$250.00	\$250.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00
39	SPOC Plan (1-07.16(1))	1	LS	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$250.00	\$250.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00
40	Erosion and Sediment Control Specialist (8-01)	1	LS	\$1,250.00	\$1,250.00	\$1,950.00	\$1,950.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
41	Force Account - Erosion/Water Pollution Control (1-09.6 & 8-01)	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
42	Force Account (1-09.6)	1	EST	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
SUB-TOTAL					\$805,890.30		\$809,914.50		\$835,260.60		\$835,821.00		\$905,843.00		\$905,843.00		\$905,843.00
9.8% Sales Tax					\$79,783.14		\$801,881.54		\$82,690.80		\$82,690.80		\$88,952.36		\$88,952.36		\$88,952.36
BID TOTAL					\$885,673.44		\$890,896.04		\$917,951.40		\$918,511.80		\$994,795.36		\$994,795.36		\$994,795.36
			Rodarte Construction Inc			Pape & Sons Construction Inc			Nova Contracting Inc			Northwest Cascade Inc			R.W. Scott Construction Co.		
			Bidder # 6			Bidder # 7			Bidder # 8			Bidder # 9			Bidder # 10		

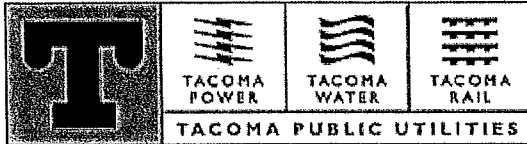


EXHIBIT "A"

RESOLUTION NO.: U-11040

ITEM NO.:

#5

MEETING DATE: NOVEMBER 14, 2018

**TO:** Board of Contracts and Awards  
**FROM:** Scott Dewhirst, Superintendent, Tacoma Water  
Craig Downs, Interim Water Quality Manager, Tacoma Water  
Kim DeFolo, Principal Engineer, Tacoma Water/Water Quality  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Doreen Klaaskate, Finance/Purchasing  
**SUBJECT:** Liquid Oxygen Supply for the Green River Filtration Facility  
Request for Proposals Specification No. WQ18-0371F – November 14, 2018  
**DATE:** November 1, 2018

#### RECOMMENDATION SUMMARY:

Tacoma Water recommends a contract be awarded to Praxair, Inc., Danbury, CT, for liquid oxygen supply and technical service, in the amount of \$61,230.00, plus any applicable taxes, for an initial contract term of one year with the option to renew for four additional one-year renewal periods, for a projected contract amount of \$306,150.00.

#### BACKGROUND:

**ISSUE:** Liquid oxygen is used in the generation of ozone for drinking water treatment at the Green River Filtration Facility. Ozone is required to treat taste and odor issues in the Green River water, improve pretreatment prior to filtration, and provide additional disinfection of the water supply. Routine liquid oxygen deliveries are required throughout the year. Onsite technical service may also be requested from the liquid oxygen supplier.

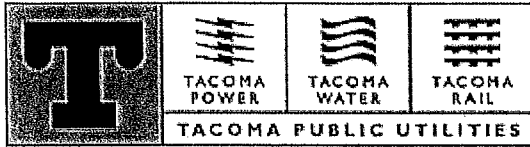
**ALTERNATIVES:** If liquid oxygen were not purchased by Tacoma Water, ozone could not be generated and there would likely be more customer complaints about undesirable tastes or odors in the drinking water. In addition, the lack of ozone would limit flexibility in meeting Federal and State drinking water regulations. The use of liquid oxygen to generate ozone was selected during facility design as the most operationally suitable and cost-effective option for Tacoma Water.

#### COMPETITIVE SOLICITATION:

Request for Proposals Specification No. WQ18-0371F was opened October 23, 2018. Four companies were invited to bid in addition to normal advertising of the project. Two submittals were received. The Request for Proposals included liquid oxygen supplies for Tacoma Water, Tacoma Power, and Environmental Services. Separate contracts will be prepared for each facility. A Selection Advisory Committee (SAC), consisting of employees from each division, evaluated the proposals based on onsite technical service capabilities, facility location and supply chain, references and past performance, pricing, and adherence to technical specifications. The SAC found Praxair, Inc. to be the most qualified proposer.

<u>Respondent</u>	<u>Location</u> (city and state)	<u>Score (out of 300)</u>
Praxair, Inc.	Danbury, CT	288
Air Products and Chemicals, Inc.	Allentown, PA	265





Pre-bid Estimate: \$71,400.00

The recommended award is 14 percent below the pre-bid estimate.

CONTRACT HISTORY: New contract

SBE/LEAP COMPLIANCE: Not applicable

**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600 – Water Fund 2019/2020	583200/588320	5216070	\$306,150.00
<b>TOTAL</b>			

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
<b>TOTAL</b>			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$0 for 2018.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A.

Scott Dewhirst, Water Superintendent

APPROVED:

Jackie Flowers / Director of Utilities

BID NO: WQ18-0371F

TABULATION OF BIDS

REQUISITION NO:

OPENING DATE: October 23, 2018

DIVISION:

PURCHASE ORDER NUMBER:				VENDOR:				LOCATION:				TERMS   MWBE:			
QUANTITY				DESCRIPTION				ESTIMATED DELIVERY   TAX RATE:				ALL PRICES QUOTED TO BE F.O.B. DESTINATION, FREIGHT ALLOWED			

\* Sales tax will be applied to all orders, but is not shown here because it is different for all schedules.

BID TABULATION PROCESSING DATE: 10/23/2018

City of Tacoma  
Liquid Oxygen Supply  
Specification No. WQ18-0371F

Proposal Evaluation

Air Products & Chemicals, Inc.

Evaluation Criteria	Maximum Points	Score KD	Score JM	Score LG	Score TOTAL
Liquid oxygen unit price	80	75	60	75	210
Onsite technical service process/pricing	5	3	4	5	12
Location/supply chain	5	4	5	5	14
References/past performance	5	4	5	5	14
SBE*	5	5	5	5	15
<b>TOTAL</b>	<b>100</b>	<b>91</b>	<b>79</b>	<b>95</b>	<b>265</b>

\*Award 5 points for SBE if form is included in proposal.

Praxair

Evaluation Criteria	Maximum Points	Score KD	Score JM	Score LG	Score TOTAL
Liquid oxygen unit price	80	80	70	80	230
Onsite technical service process/pricing	5	4	5	5	14
Location/supply chain	5	4	5	5	14
References/past performance	5	5	5	5	15
SBE*	5	5	5	5	15
<b>TOTAL</b>	<b>100</b>	<b>98</b>	<b>90</b>	<b>100</b>	<b>288</b>

\*Award 5 points for SBE if form is included in proposal.

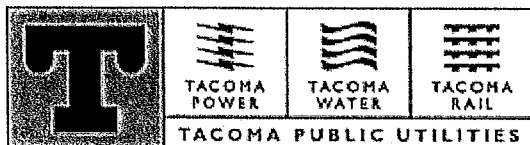


EXHIBIT "A"

RESOLUTION NO.: U11040

ITEM NO.: #6

MEETING DATE: NOVEMBER 14, 2018

**TO:** Board of Contracts and Awards

**FROM:** Tony Lindgren, P.E., Tacoma Water Distribution Engineering, Division Manager  
Ali Polda, P.E., Professional Engineer, Tacoma Water Distribution Engineering

**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Doreen Klaaskate, Finance/Purchasing

**SUBJECT:** Water Main Replacement Project No. MRP 2017-17  
50<sup>th</sup> Avenue SW, Dash Point Rd.  
Request for Bids Specification No. WD17-0398F – November 14, 2018

**DATE:** November 1, 2018

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**RECOMMENDATION SUMMARY:**

Tacoma Water Distribution Engineering recommends that a contract be awarded to Pape & Sons Construction Inc Gig Harbor, WA, for the replacement of water main in the vicinity of 50<sup>th</sup> Avenue Southwest, within the City of Federal Way, in the amount of \$1,145,562.50, plus any applicable taxes.

**BACKGROUND:**

This contract provides for the removal and replacement of existing asbestos cement water main with approximately 4,300 linear feet of 8-inch, 6-inch, and 4-inch ductile iron water main in the vicinity of 50<sup>th</sup> Avenue Southwest and Southwest Dash Point Road, in the City of Federal Way. Replacing the water main will increase the level of service provided to Tacoma Water customers by increasing fire flow, enhancing operational flexibility, and improving the long-term reliability of the distribution system.

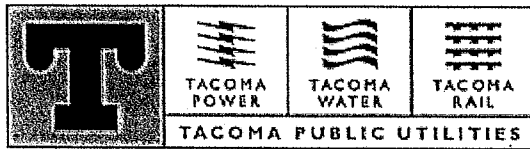
**ISSUE:** Recent condition testing indicates the existing asbestos cement water main is in poor condition.

**ALTERNATIVES:** Tacoma Water considered rehabilitating the water main however this option was cost prohibitive and does not provide a long-term solution.

**COMPETITIVE SOLICITATION:**

Request for Bids Specification No. WD17-0398F was opened October 23, 2018. Twenty-nine (29) companies were invited to bid in addition to normal advertising of the project. Six (6) submittals were received.

Pape & Sons Construction Inc submitted a bid that resulted in the lowest submittal after consideration of SBE participation goals. The table below reflects the amount of the base award.



<u>Respondent</u>	<u>Location</u> (city and state)	<u>Submittal Amount</u>	<u>Evaluated Submittal</u>
Pape & Sons Construction Inc	Gig Harbor, WA	\$1,145,562.50	\$1,145,562.50
Northwest Cascade Inc	Puyallup, WA	\$1,235,980.00	\$1,235,980.00
Sound Pacific Construction	Gig Harbor, WA	\$1,240,109.00	\$1,240,109.00
Nisqually Construction Services, LLC	Tacoma, WA	\$1,348,005.10	\$1,348,005.10
Rodarte Construction Inc.	Auburn, WA	\$1,418,739.00	\$1,418,739.00
Miles Resources LLC	Puyallup, WA	\$1,496,500.00	\$1,496,500.00

Pre-bid Estimate: \$ 1,152,570.00

The recommended award is 0.6 percent below the pre-bid estimate.

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: The recommended contractor is in compliance with the Small Business Enterprise (SBE) Regulation requirements per memorandum dated October 29, 2018. The SBE goal for this project is 5 percent. The SBE participation level of the recommended contractor is 9.3 percent. Pape & Sons Construction Inc submitted the lowest bid per the SBE Regulation requirements. The recommended contractor must meet the Local Employment and Apprenticeship Training Program (LEAP) goal of 15 percent Local Employment Utilization and 15 percent Apprentice Utilization.

#### FISCAL IMPACT:

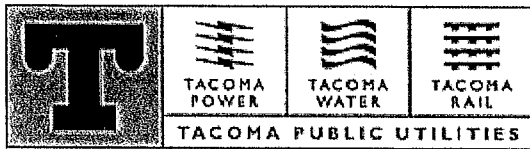
##### EXPENDITURES:

FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT *
Tacoma Water Bond Fund	WTR-00553-01-03	5330100	\$ 1,145,562.50
<b>TOTAL</b>			<b>\$ 1,145,562.50</b>

##### REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600-10WC Water 2010 Construction Bond Fund	586306	6311156	\$ 1,145,562.50
<b>TOTAL</b>			<b>\$ 1,145,562.50</b>

\* Excluding Applicable Sales Tax



FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$ 1,145,562.50

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

A handwritten signature in black ink, appearing to read 'S. Dewhirst', is positioned above the name Scott Dewhirst.

Scott Dewhirst, Water Superintendent

APPROVED:

A handwritten signature in black ink, appearing to read 'Jackie Flowers', is positioned above the name Jackie Flowers.

Jackie Flowers, Director of Utilities



**Community and Economic Development Department  
Small Business Enterprise (SBE) Office  
Evaluated Bid Status Report**

To: Todd Honey / Ali Polda

Date: October 29, 2018

Subject: Water Main Replacement Project - MRP 2017-17  
Specification No. WD17-0398F

Contractor: Pape & Son Construction, Inc.  
9401 Bujacich Road, Suite 1A  
Gig Harbor, WA 98332

SBE Subcontractor(s) to be used on the project: Becker Blacktop, LLC

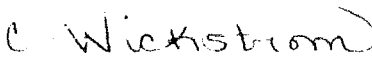
☒ APPROVED

The SBE project goal was established at 5%. Pape & Sons Construction, Inc. exceeded SBE utilization / participation in their bid by 4.3% and they were the lowest responsible / responsive bidder. The SBE Office is in agreement with the project being awarded to Pape & Sons Construction, Inc.

☐ DISAPPROVED

Bidder is not considered responsive for the following reason(s):

- ☐ Bidder did not complete all necessary forms
- ☐ See attached memorandum dated \_\_\_\_\_.

  
\_\_\_\_\_  
Carrie Wickstrom, SBE Coordinator

CERTIFIED CHECK OR BOND																				
COMPLETION - 30 DAYS																				
Water Main Replacement Project MRP 2017-17																				
NO.	ITEM DESCRIPTION	QTY	Paper & Sons Construction Inc Bidder #1			Northwest Cascade Inc Bidder # 2			Sound Pacific Construction Bidder # 3			Nisqually Construction Services LLC Bidder # 4			Rodarte Construction Inc Bidder # 5			Miles Resources LLC Bidder # 6		
			UNIT PRICE	TOTAL	Bid Bond:	UNIT PRICE	TOTAL	Bid Bond:	UNIT PRICE	TOTAL	Bid Bond:	UNIT PRICE	TOTAL	Bid Bond:	UNIT PRICE	TOTAL	Bid Bond:	UNIT PRICE	TOTAL	Bid Bond:
1	1 Mobilization (1-09.7)	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 128,000.00	\$ 128,000.00	\$ 110,000.00	\$ 89,910.00	\$ 89,910.00	\$ 121,000.00	\$ 121,000.00	\$ 127,376.95	\$ 127,376.95						
2	2 Project Temporary Traffic Control. (See Special Removal/Disposal of existing asphalt, concrete sidewalk/curbing & concrete pavement. Includes all thicknesses and combinations) (See Special	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 61,200.00	\$ 61,200.00	\$ 85,000.00	\$ 52,320.00	\$ 52,320.00	\$ 65,000.00	\$ 65,000.00	\$ 101,151.60	\$ 101,151.60						
3	3 Temporary HMA Class 1/2 PG64-22, 2-inch minimum depth, installed & removed (5-04 & 9-	2123	SY	\$ 2.50	\$ 5,307.50	\$ 9.00	\$ 19,107.00	\$ 24.00	\$ 50,952.00	\$ 30.65	\$ 65,089.95	\$ 12.00	\$ 25,476.00	\$ 26.25	\$ 55,728.75					
4	4 HMA C1 1/2 PG64-22 pavement for permanent	1134	SY	\$ 21.50	\$ 24,381.00	\$ 31.00	\$ 35,154.00	\$ 40.00	\$ 45,360.00	\$ 50.70	\$ 57,493.80	\$ 20.00	\$ 22,680.00	\$ 28.50	\$ 32,319.00					
5	5 Patch patch (5-04 & 9-03.8)	492	TN	\$ 125.00	\$ 61,500.00	\$ 165.00	\$ 81,180.00	\$ 130.00	\$ 63,960.00	\$ 158.55	\$ 78,006.60	\$ 155.00	\$ 76,260.00	\$ 122.50	\$ 60,270.00					
6	6 Planning Bituminous Pavement, 1 1/2-inch depth	3954	SY	\$ 3.50	\$ 13,839.00	\$ 4.00	\$ 15,816.00	\$ 2.50	\$ 9,885.00	\$ 2.45	\$ 9,687.30	\$ 5.50	\$ 21,747.00	\$ 5.50	\$ 21,747.00					
7	7 Planning Bituminous Pavement, 2 1/2-inch depth	380	SY	\$ 21.50	\$ 8,170.00	\$ 6.00	\$ 2,280.00	\$ 5.00	\$ 1,900.00	\$ 9.65	\$ 3,687.00	\$ 19.00	\$ 7,220.00	\$ 40.00	\$ 15,200.00					
8	8 Storm, Sanitary, Side Sewer Restoration (7-04, 7-	8	EA	\$ 450.00	\$ 3,600.00	\$ 100.00	\$ 800.00	\$ 1,750.00	\$ 14,000.00	\$ 5,397.00	\$ 43,176.00	\$ 1,400.00	\$ 11,200.00	\$ 2,259.00	\$ 18,072.00					
9	9 C1 Reinfr. Conc. Cully Pipe 12-inch Diam. (7-	488	LF	\$ 33.00	\$ 16,104.00	\$ 88.00	\$ 42,944.00	\$ 60.00	\$ 29,280.00	\$ 80.95	\$ 39,503.60	\$ 75.00	\$ 36,600.00	\$ 98.00	\$ 47,824.00					
10	10 Removal and re-installing existing mailboxes. (8-	5	EA	\$ 425.00	\$ 2,125.00	\$ 2,250.00	\$ 5,062.50	\$ 150.00	\$ 750.00	\$ 1,179.00	\$ 5,895.00	\$ 165.00	\$ 825.00	\$ 130.00	\$ 650.00					
11	11 Removal and re-installing existing Wood Fencing	300	LF	\$ 25.00	\$ 7,500.00	\$ 38.00	\$ 11,400.00	\$ 24.00	\$ 7,200.00	\$ 10.80	\$ 3,240.00	\$ 28.00	\$ 8,400.00	\$ 51.00	\$ 15,300.00					
12	12 Trench Excavation & Disposal (7-09.3/7.7)	4379	CY	\$ 37.00	\$ 162,023.00	\$ 24.00	\$ 105,096.00	\$ 29.00	\$ 126,991.00	\$ 62.50	\$ 273,687.50	\$ 21.00	\$ 91,950.00	\$ 28.60	\$ 116,481.40					
13	13 Trench Shoring (7-09.3/7.7)	7720	LF	\$ 0.25	\$ 1,930.00	\$ 1.00	\$ 7,720.00	\$ 0.80	\$ 4,632.00	\$ 1.20	\$ 9,264.00	\$ 0.10	\$ 772.00	\$ 0.10	\$ 772.00					
14	14 8-inch Ductile Iron Pipe, Push-On Joint, ANSII/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (7-09.3/15A) & 9-	1058	LF	\$ 45.50	\$ 48,139.00	\$ 39.00	\$ 41,262.00	\$ 45.00	\$ 47,610.00	\$ 24.00	\$ 25,392.00	\$ 71.00	\$ 75,118.00	\$ 66.70	\$ 70,568.60					
15	15 6-inch Ductile Iron Pipe, Push-On Joint, ANSII/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (7-09.3/15A) & 9-	2999	LF	\$ 41.00	\$ 122,959.00	\$ 36.00	\$ 107,964.00	\$ 39.00	\$ 116,961.00	\$ 15.80	\$ 47,384.20	\$ 61.00	\$ 182,939.00	\$ 42.05	\$ 126,107.95					
16	16 4-inch Ductile Iron Pipe, Push-On Joint, ANSII/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (7-09.3/15A) & 9-	235	LF	\$ 44.00	\$ 10,340.00	\$ 35.00	\$ 8,225.00	\$ 45.00	\$ 10,575.00	\$ 20.80	\$ 4,888.00	\$ 55.00	\$ 12,925.00	\$ 51.00	\$ 11,985.00					
17	17 8-inch x 6-inch Ductile Iron Tee, 3-B, M.J., 8-inch x 6-inch Ductile Iron Reducer, 2-B, M.J., w/ anchor, installed (9-30.21)	3	EA	\$ 215.00	\$ 645.00	\$ 375.00	\$ 1,125.00	\$ 375.00	\$ 1,125.00	\$ 280.20	\$ 867.60	\$ 325.00	\$ 975.00	\$ 218.25	\$ 654.75					
18	18 8-inch x 6-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.21)	1	EA	\$ 425.00	\$ 425.00	\$ 525.00	\$ 525.00	\$ 300.00	\$ 300.00	\$ 191.85	\$ 191.85	\$ 185.00	\$ 185.00	\$ 118.25	\$ 118.25					
19	19 6-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.21)	6	EA	\$ 165.00	\$ 990.00	\$ 325.00	\$ 1,950.00	\$ 300.00	\$ 1,800.00	\$ 243.15	\$ 1,458.90	\$ 235.00	\$ 1,410.00	\$ 170.00	\$ 1,020.00					
20	20 6-inch Ductile Iron Tee, M.J., x 1/2" installed (9-30.21)	1	EA	\$ 145.00	\$ 145.00	\$ 325.00	\$ 325.00	\$ 350.00	\$ 350.00	\$ 220.70	\$ 220.70	\$ 285.00	\$ 285.00	\$ 179.50	\$ 179.50					
21	21 6-inch x 4-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.21)	1	EA	\$ 170.00	\$ 170.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 211.65	\$ 211.65	\$ 300.00	\$ 300.00	\$ 170.50	\$ 170.50					
22	22 8-inch Ductile Iron Ell. M.J., 90° installed (7-09.3/15A) & 9-	1	EA	\$ 230.00	\$ 230.00	\$ 275.00	\$ 275.00	\$ 330.00	\$ 330.00	\$ 224.50	\$ 224.50	\$ 245.00	\$ 245.00	\$ 167.00	\$ 167.00					
23	23 8-inch Ductile Iron Ell. M.J., 45° installed (7-09.3/15A) & 9-	2	EA	\$ 145.00	\$ 290.00	\$ 250.00	\$ 500.00	\$ 325.00	\$ 650.00	\$ 343.65	\$ 687.30	\$ 225.00	\$ 450.00	\$ 145.50	\$ 291.00					
24	24 6-inch Ductile Iron Ell. M.J., 45° installed (7-09.3/15A) & 9-	6	EA	\$ 110.00	\$ 660.00	\$ 225.00	\$ 1,800.00	\$ 275.00	\$ 2,200.00	\$ 155.00	\$ 1,240.00	\$ 185.00	\$ 1,480.00	\$ 111.50	\$ 892.00					
25	25 6-inch Ductile Iron Ell. M.J., 22 1/2" installed (7-09.3/15A) & 9-	7	EA	\$ 105.00	\$ 735.00	\$ 225.00	\$ 1,575.00	\$ 265.00	\$ 2,155.00	\$ 149.75	\$ 1,048.25	\$ 180.00	\$ 1,260.00	\$ 106.00	\$ 742.00					
26	26 6-inch Ductile Iron Ell. M.J., 11 1/4" installed (7-09.3/15A) & 9-	3	EA	\$ 105.00	\$ 315.00	\$ 225.00	\$ 675.00	\$ 265.00	\$ 795.00	\$ 151.85	\$ 455.55	\$ 180.00	\$ 540.00	\$ 108.00	\$ 324.00					
27	27 4-inch Ductile Iron Ell. M.J., 22 1/2" installed (7-09.3/15A) & 9-	1	EA	\$ 75.00	\$ 75.00	\$ 200.00	\$ 200.00	\$ 210.00	\$ 210.00	\$ 116.90	\$ 116.90	\$ 130.00	\$ 130.00	\$ 71.50	\$ 71.50					
28	28 4-inch Ductile Iron Ell. M.J., 11 1/4" installed (7-09.3/15A) & 9-	2	EA	\$ 75.00	\$ 150.00	\$ 175.00	\$ 350.00	\$ 210.00	\$ 420.00	\$ 115.30	\$ 230.60	\$ 130.00	\$ 260.00	\$ 71.50	\$ 143.00					
29	29 M.J. installed (7-09.3 & 9-30.21)	1	EA	\$ 165.00	\$ 165.00	\$ 425.00	\$ 425.00	\$ 350.00	\$ 350.00	\$ 228.10	\$ 228.10	\$ 300.00	\$ 300.00	\$ 168.75	\$ 168.75					
30	30 8-inch Transition Coupling with 7-inch center ring, epoxy coating, and stainless steel bolts, installed (7-09.3/15A) & 9-	1	EA	\$ 330.00	\$ 330.00	\$ 450.00	\$ 450.00	\$ 475.00	\$ 475.00	\$ 378.05	\$ 378.05	\$ 600.00	\$ 600.00	\$ 336.50	\$ 336.50					
31	31 8-inch End Cap Coupling tapered 2-inch with 7-inch center ring, epoxy coating, and stainless steel bolts, A.C., installed (7-09.3/19A) & 9-	1	EA	\$ 330.00	\$ 330.00	\$ 450.00	\$ 450.00	\$ 475.00	\$ 475.00	\$ 408.95	\$ 408.95	\$ 400.00	\$ 400.00	\$ 357.00	\$ 357.00					
32	32 8-inch Ductile Iron Cap, M.J., tapped 2" installed (7-09.3/15A) & 9-	2	EA	\$ 95.00	\$ 190.00	\$ 325.00	\$ 650.00	\$ 275.00	\$ 550.00	\$ 242.40	\$ 484.80	\$ 200.00	\$ 400.00	\$ 98.00	\$ 196.00					
33	33 8-inch Ductile Iron Plug, M.J., installed (9-30.21)	1	EA	\$ 80.00	\$ 80.00	\$ 225.00	\$ 225.00	\$ 275.00	\$ 275.00	\$ 237.65	\$ 237.65	\$ 220.00	\$ 220.00	\$ 80.50	\$ 80.50					
34	34 4-inch Ductile Iron Cap, M.J., tapped 2" installed (7-09.3/15A) & 9-	1	EA	\$ 55.00	\$ 55.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 116.50	\$ 116.50	\$ 220.00	\$ 220.00	\$ 54.50	\$ 54.50					
35	35 2-inch Blow-Off Assembly, installed (7-09.3/15A) & 9-	1	EA	\$ 2,350.00	\$ 2,350.00	\$ 2,250.00	\$ 2,250.00	\$ 1,800.00	\$ 1,800.00	\$ 1,677.00	\$ 1,677.00	\$ 2,750.00	\$ 2,750.00	\$ 2,123.50	\$ 2,123.50					
36	36 Temporary 2-inch Blow-Off Assembly, installed (7-09.3/15A) & 9-	3	EA	\$ 650.00	\$ 1,950.00	\$ 850.00	\$ 2,550.00	\$ 400.00	\$ 1,200.00	\$ 1,120.50	\$ 3,361.50	\$ 1,000.00	\$ 3,000.00	\$ 653.00	\$ 1,959.00					
37	37 6-inch Mechanical Joint Restraining Glands (7-14 2017-17)	32	EA	\$ 43.50	\$ 870.00	\$ 88.00	\$ 1,760.00	\$ 80.00	\$ 1,600.00	\$ 99.20	\$ 1,784.00	\$ 110.00	\$ 1,200.00	\$ 45.00	\$ 900.00					
38	38 Concrete Thrust Anchor, installed (7-09.3/21)	30	EA	\$ 55.00	\$ 1,650.00	\$ 325.00	\$ 9,750.00	\$ 600.00	\$ 19,200.00	\$ 477.60	\$ 15,288.00	\$ 400.00	\$ 12,000.00	\$ 360.00	\$ 11,520.00					



Pape & Sons Construction Inc															
Bidder #1															
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE		TOTAL		Northwest Cascade Inc		Sound Pacific Construction		Nisqually Construction Services LLC			
				Bid Bond:	5%	Bid Bond:	5%	Bid Bond:	5%	Bid Bond:	5%	Bid Bond:	5%		
39	Temporary Concrete Thrust Anchor, installed and removed (7-09.3(21))	2	EA	\$	55.00	\$	110.00	\$	585.00	\$	1,170.00	\$	952.80		
40	Crushed Surfacing Top Course for trench backfill per Section 9-03.9(3) of the 2018 WSDOT Standard Specifications, shoulder restoration,	6795	TN	\$	30.00	\$	203,850.00	\$	28.00	\$	190,260.00	\$	23.25		
41	Trench Compaction Test (as directed by the	155	EA	\$	115.00	\$	17,825.00	\$	52.00	\$	8,060.00	\$	175.00		
42	Test Holes (See Special Provisions), (7-09.3(6))	1	LS	\$	10,000.00	\$	10,000.00	\$	-	\$	-	\$	6,342.10		
43	8-inch Gate Valve, M.A., ANSI/AWWA,	4	EA	\$	1,350.00	\$	5,400.00	\$	2,250.00	\$	9,000.00	\$	1,441.40		
44	C509/G515, with C.I. Valve Box (7-12 & 9.30.3)	15	EA	\$	1,000.00	\$	15,000.00	\$	2,000.00	\$	30,000.00	\$	1,046.50		
45	6-inch Gate Valve, Fig x M.J., ANSI/AWWA,	1	EA	\$	1,000.00	\$	1,000.00	\$	1,700.00	\$	1,700.00	\$	1,047.20		
46	6-inch Tapping Sleeve, installed (7-09 & 9-30.3)	1	EA	\$	5,000.00	\$	5,000.00	\$	5,800.00	\$	5,800.00	\$	4,500.00		
47	C509/G515, with C.I. Valve Box (7-12 & 9.30.3)	1	EA	\$	750.00	\$	750.00	\$	1,085.00	\$	1,085.00	\$	222.55		
48	4-inch Gate Valve, M.L., ANSI/AWWA,	1	EA	\$	865.00	\$	865.00	\$	1,550.00	\$	1,550.00	\$	911.50		
49	905, DR 25, including insulating casing spacers	1	EA	\$	2,000.00	\$	2,000.00	\$	2,500.00	\$	2,500.00	\$	3,820.00		
50	905, DR 25, including insulating casing spacers	1	EA	\$	4,500.00	\$	4,500.00	\$	5,500.00	\$	5,500.00	\$	5,169.00		
51	6-inch Hydrant, M.L., 4.5-ft. bury, with 4-inch	5	EA	\$	4,000.00	\$	20,000.00	\$	3,500.00	\$	17,500.00	\$	2,985.00		
52	Asbestos cement Pipe removal and disposal plan	1	LS	\$	1,000.00	\$	1,000.00	\$	11,500.00	\$	11,500.00	\$	8,843.00		
53	Removal and disposal of abandoned AC pipe all	3478	LF	\$	30.00	\$	102,540.00	\$	26.00	\$	88,968.00	\$	20.00		
54	Removal and disposal of abandoned DI pipe all	10	LF	\$	90.00	\$	900.00	\$	20.00	\$	200.00	\$	64.10		
55	Removal and disposal of abandoned Galvanized, pipe all sizes (7-02.3)	94	LF	\$	20.00	\$	1,880.00	\$	14.00	\$	1,316.00	\$	54.55		
56	Transport and Disposal of	48	TN	\$	225.00	\$	10,800.00	\$	90.00	\$	4,320.00	\$	280.00		
57	Street cleaning with Self-propelled Pickup and Vacuum Street Sweeper Equipment, (8-01.3(8))	64	HR	\$	230.00	\$	14,720.00	\$	152.00	\$	9,728.00	\$	317.10		
58	Traffic Lane Markings (8-22)	1	LS	\$	3,500.00	\$	3,500.00	\$	-	\$	-	\$	17,850.00		
59	Stormwater Pollution Prevention Plan (SWPPP)*	1	LS	\$	1,000.00	\$	1,000.00	\$	250.00	\$	250.00	\$	550.00		
60	SPPC Plan (1-07.15(1))	1	LS	\$	1,000.00	\$	1,000.00	\$	250.00	\$	250.00	\$	600.00		
61	Erosion and Sediment Control Specialist, (8-01)	1	LS	\$	2,500.00	\$	2,500.00	\$	1,500.00	\$	1,500.00	\$	2,742.20		
62	Fence Account - Erosion/Water Pollution Control	1	EST	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00		
63	Force Account (1-09.6)	1	EST	\$	60,000.00	\$	60,000.00	\$	60,000.00	\$	60,000.00	\$	60,000.00		
64	HMA C1 %, PG64-22 For Pavement Overlay (5-	450	TN	\$	107.50	\$	48,375.00	\$	140.00	\$	63,000.00	\$	124.55		
SUB-TOTAL					\$	1,145,562.50		\$	1,235,980.00		\$	1,348,005.10			
10% SALES TAX					\$	114,556.25		\$	123,598.00		\$	134,800.51			
BID TOTAL					\$	1,260,118.75		\$	1,359,578.00		\$	1,482,805.61			
Pape & Sons Construction Inc				Northwest Cascade Inc				Sound Pacific Construction				Nisqually Construction Services LLC			
Bidder #1				Bidder #2				Bidder #3				Bidder #4			

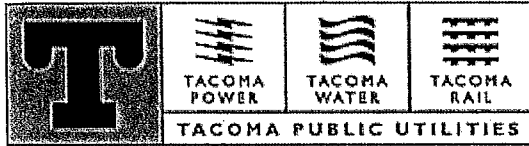


EXHIBIT "A"

RESOLUTION NO.: U-11040

ITEM NO.: #7

MEETING DATE: NOVEMBER 14, 2018

**TO:** Board of Contracts and Awards  
**FROM:** Scott Dewhirst, Superintendent, Tacoma Water  
Craig Downs, Interim Water Quality Manager, Tacoma Water  
Kim DeFolo, Principal Engineer, Tacoma Water/Water Quality  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk SBE Coordinator, LEAP  
Coordinator, and Doreen Klaaskate, Finance/Purchasing  
**SUBJECT:** Increase contract for Green River Filtration Facility Propane Gas  
Washington State Contract No. 01709 Propane Gas and Services, Contract No.  
4600007807 – November 14, 2018  
**DATE:** November 1, 2018

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**RECOMMENDATION SUMMARY:**

Tacoma Water requests approval to increase Contract No. 4600007807, to **Ferrellgas, Liberty, MO**, by \$200,000.00, plus any applicable taxes, for supplying propane gas to the Green River Filtration Facility. This increase will bring the contract to a cumulative total of \$400,000.00, plus any applicable taxes.

**BACKGROUND:**

ISSUE: Tacoma Water requires propane to fill various tanks at the Green River Filtration Facility, including a 4,000-gallon tank used to heat the Chemical Facility and Operations Center buildings. Tacoma Water currently purchases propane using the Washington State contract for propane. Because Tacoma Water will go over \$200,000.00 in total cumulative spending on the contract since it was started in 2012, Public Utility Board approval is now required.

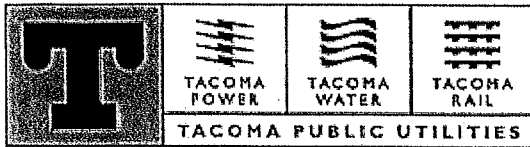
ALTERNATIVES: If the Washington State contract was not used, Tacoma Water could conduct its own competitive solicitation; however, State pricing was previously found to be lower or similar to pricing obtained through independent bidding. In addition, propane pricing continuously varies depending on market conditions, which can make it difficult to competitively bid and effectively monitor a separate contract.

**COMPETITIVE SOLICITATION:**

This contract was awarded to Ferrellgas based on IFB 01709 Propane and Gas Service conducted by the State of Washington in July of 2009. The current contract term is from November 2013 through March 2019. The State may continue to extend the contract or could rebid it at the end of March 2019. Tacoma Water uses the current contract by means of an interlocal cooperative purchasing agreement with the State of Washington. Tacoma Water benefits from using the State contract because it provides a consistent mechanism for variable pricing based on established benchmark pricing.

CONTRACT HISTORY: This contract was originally awarded to Ferrellgas, as a result of Washington State Contract No. 01709 in January 2012. Since 2012, \$190,345.16 plus sales tax has been spent using the contract.

SBE/LEAP COMPLIANCE: Not applicable.



**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600 Tacoma Water	583200, 588320	5221010	\$200,000.00
<b>TOTAL</b>			

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
<b>TOTAL</b>			

**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:** \$0 for 2018. \$90,000.00 anticipated for 2019/2020 budget. Approximately \$200,000.00 is expected to be spent over the next five years.

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?** Yes

Scott Dewhirst, Water Superintendent

**APPROVED:**

Jackie Flowers / Director of Utilities

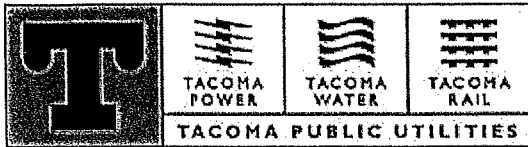


EXHIBIT "A"

RESOLUTION NO.: U-11040

ITEM NO.: #8

MEETING DATE: NOVEMBER 14, 2018

**TO:** Board of Contracts and Awards  
**FROM:** Scott Dewhirst, Tacoma Water Superintendent.  
Brian Ballard, Tacoma Water Forester, Tacoma Water/Water Quality  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, LEAP Coordinator, and  
Doreen Klaaskate, Finance/Purchasing  
**SUBJECT:** Gold - Surplus Timber Sale  
Request for Bids Specification No. WQ18-0303F – November 14, 2018  
**DATE:** October 23, 2018

---

**RECOMMENDATION SUMMARY:**

Tacoma Water recommends a contract be awarded to Erickson Logging Inc, Gig Harbor, WA, in the amount of \$1,830,501.00, plus applicable taxes. Contract will expire on October 31, 2020 with the option to extend if delayed by circumstances beyond the contractors control. This contract is for the removal of approximately 5.05 million board feet of timber located on Tacoma Water Land within the Green River Watershed.

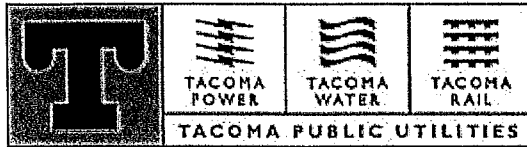
**BACKGROUND:**

Tacoma Water owns approximately 16,000 acres of forest land in the Green River Watershed. The majority of the forest lands are managed under a federally approved Habitat Conservation Plan (HCP) that ensures protection for 32 sensitive species and their habitats, including species listed under the Endangered Species Act. Under this HCP, forest lands have been categorized into three management zones, depending on their sensitivity to water quality degradation. Each management zone employs a different strategy to ensure water quality and species protection.

Approximately 75% of the lands are managed under either the Natural Zone or Conservation Zone strategies. Natural Zone lands are most susceptible to adverse impacts of land management activities like timber harvesting. These identified lands are usually located near streams, wetlands, critical wildlife habitat, unstable slopes and little to no land management activities occur on these lands. The Conservation Zone strategy employs strategic thinning while stands are less than 100 years old to set the stage for development of old growth stand characteristics.

The remaining 25% of the lands are managed under the Commercial Zone strategy, which allows for timber harvest once stands reach 70 years of age. This is substantially longer than the average stand age of 40-50 years that is typically adopted in Western Washington. Lands managed under this strategy have very little potential for adverse impacts from land management activities.

Tacoma Water has prepared approximately 80 acres of standing timber to sell from the Commercial Zone. Significant effort has been made to protect streams, wetlands, and other features in and near the harvest area. This harvest represents approximately 2% of the total available harvest area within the commercial zone and 0.5% of all the lands managed by Tacoma Water under the HCP.



The sale will produce approximately \$1,830,501.00 in revenue that will be deposited into Tacoma Water's Capital Reserve Fund. The area will be replanted with trees the following spring after harvesting activities are completed. The area will be managed for timber production and be available for harvest again in 70 years.

**ALTERNATIVES:** Alternatives include not harvesting the timber, delaying the harvest, and thinning the timber. The sale area is located within the commercial zone and is currently managed for sustainable timber production. Each of these alternatives will likely diminish returns to the Capital Reserve Fund since current market conditions for standing timber are well above the historical averages and delaying the harvest may also result in timber that is too large for local mill processing.

**COMPETITIVE SOLICITATION:**

Request for Bids Specification WQ18-0303F was opened on October 2, 2018. Six companies were invited to bid on this specification in addition to normal advertising of the project. Three submittals were received.

<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u>Submittal</u> <u>Amount</u>	<u>Evaluated</u> <u>Submittal</u>
<b>Erickson Logging Inc.</b>	<b>Gig Harbor, WA</b>	<b>\$1,830,501.00</b>	<b>\$1,830,501.00</b>
A&W Timber Brokers Inc	Ellensburg, WA	\$1,789,958.16	\$1,789,958.16
Sierra Pacific Industries Inc	Shelton, WA	\$1,226,392.16	\$1,226,392.16

Pre-bid Estimate: \$1,715,000.00

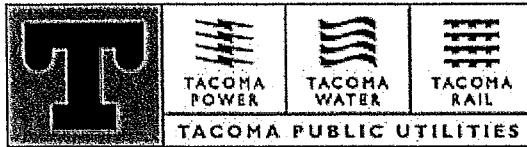
The recommended award is 6.3% percent above the pre-bid estimate.

**CONTRACT HISTORY:** New contract.

**SBE/LEAP COMPLIANCE:** Not applicable

**SURPLUS DECLARATION:**

Under Tacoma Water policies, this timber is considered surplus property and has been declared surplus by Tacoma Water.



**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
<b>TOTAL</b>			

\* General Fund: Include Department

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Timber removals	80020747	6421120	\$1,830,501.00
<b>TOTAL</b>			

**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: N/A, TIMBER WILL BE REMOVED IN 2019/2020**

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes**

**IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A**

Scott Dewhirst, Water Superintendent

**APPROVED:**

Jackie Flowers, Director of Utilities



36932 SE Green River Headworks Road  
Ravensdale, Washington 98051

TACOMA PUBLIC UTILITIES

**DATE:** October 30, 2018

**TO:** Jackie Flowers, Director of Utilities

**FROM:** Brian Ballard, Tacoma Water Forester

**SUBJECT:** WQ18-0303F Gold Surplus Timber Sale

**RECOMMENDATION:** Tacoma Water recommends that a contract be awarded to **Erickson Logging Inc.** of Gig Harbor, WA to sell approximately 5 MMBF of timber in the Green River Watershed. The bid amount is \$1,830,501.00. Per the Surplus Property Policy, this contract requires TPU Board approval.

**COMPETITIVE BIDDING:** Specification No. WQ18-0303F was opened November 2, 2018. Six companies were invited to bid, Erickson Logging Inc, Sierra Pacific Industries, Northwest Logging, Hampton Lumber, Merrill and ring, and A&W timber Brokers Inc, in addition to normal advertising. Three formal submittals were received by the deadline and evaluated. See below.

## Bid Tab

### WQ18-0303F - Gold Surplus Timber Sale

Bidder	<u>Erickson Logging Inc.</u>	<u>A&amp;W Timber Brokers</u>	<u>Sierra Pacific Industries</u>
bid	1,830,501.00	1,789,958.16	1,226,392.16
proposal pg complete	yes	yes	yes
exceptions taken	no	no	no
proper signatures	yes	yes	yes
proposal meets specs	yes	yes	yes
business experience	yes	yes	yes
safety&reg compliance	yes	yes	yes
equipment inventory	yes	yes	yes
pre-bid attendance	yes	yes	yes
comments	good references	good references	good references

All three bidders evaluated have excellent proposals. They all have the equipment and experience necessary to harvest the timber in a safe and efficient manner. Each bidder is qualified to meet Tacoma Waters high expectations for this timber sale, being able to protect resources while harvesting in a



36932 SE Green River Headworks Road  
Ravensdale, Washington 98051

TACOMA PUBLIC UTILITIES

responsible manner. Erickson Logging Inc., was chosen because they have taken additional steps for environmentally responsible harvesting by using newer equipment with environmentally friendly fluids. They are employing tethered logging techniques that reduce impacts (rutting/displacement) to the soil. They have shown sustainability in their everyday business practices, by owning and maintaining 7,000+ acres of timberlands. They are accredited by the Washington Contractors Logging Association and have no L&I safety violations.

Sincerely,

Brian Ballard, Tacoma Water Forester



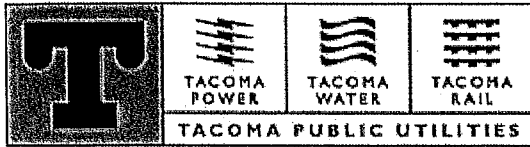


EXHIBIT "A"

RESOLUTION NO.: U-11040

ITEM NO.: #9

MEETING DATE: NOVEMBER 14, 2018

**TO:** Board of Contracts and Awards  
**FROM:** Scott Dewhirst, Superintendent, Tacoma Water  
Craig Downs, Interim Water Quality Manager, Tacoma Water  
Kim DeFolo, Principal Engineer, Tacoma Water/Water Quality  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Doreen Klaaskate, Finance/Purchasing  
**SUBJECT:** Water Treatment Chemical Supply for 2019  
Request for Bids Specification No. WQ18-0372F – November 14, 2018  
**DATE:** November 1, 2018

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**RECOMMENDATION SUMMARY:**

Tacoma Water recommends contracts be awarded to six low bidders for the supply of water treatment chemicals for a contract term of the 2019 calendar year with no option for renewal. The cumulative total for the six contracts is \$1,574,180.00, plus any applicable taxes.

- **Cascade Columbia Distributing, Seattle, WA** for \$211,500.00 (sales tax not applicable)
- **Univar USA Inc, Kent, WA** for \$796,600.00 (sales tax not applicable)
- **JCI Jones Chemicals Inc, Tacoma, WA** for \$249,000.00 (sales tax not applicable)
- **HASA Inc, Saugus, CA** for \$43,000.00 (sales tax not applicable)
- **Chemtrade Chemicals Corp, Parsippany, NJ** for \$209,400.00 (plus sales tax)
- **Kemira Water Solutions Inc, Lawrence, KS** for \$64,680.00 (plus sales tax)

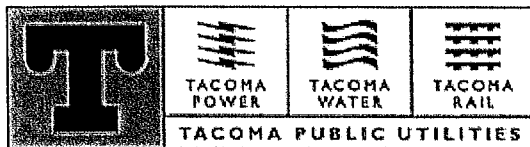
**BACKGROUND:**

**ISSUE:** Contracts are awarded each year for water treatment chemicals, which are delivered in bulk to the Green River Filtration Facility in Ravensdale and Hood Street Reservoir in Tacoma. Water treatment chemicals provide fluoridation, pH adjustment, and disinfection of the Green River water and South Tacoma groundwater. Chemicals are also required for pretreatment of the Green River supply prior to filtration.

**ALTERNATIVES:** Water treatment chemicals must be purchased by Tacoma Water or the drinking water supply will not be in compliance with Federal and State drinking water regulations. The current chemicals were selected during facility design as the most operationally suitable and cost-effective options for Tacoma Water; alternate chemicals cannot be purchased at this time without additional capital expenditures.

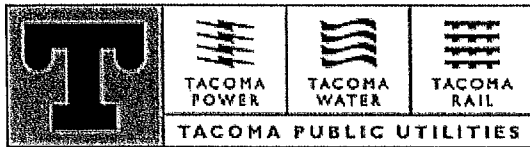
**COMPETITIVE SOLICITATION:**

Request for Bids Specification No. WQ18-0372F was opened October 23, 2018. Eighteen companies were invited to bid in addition to normal advertising of the project. Eight submittals were received.



The table below reflects the amount of the total award for each line item.

<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u>Submittal</u> <u>Amount</u>	<u>Evaluated</u> <u>Submittal</u>
<b>Item 1a – Fluorosilicic Acid (Green River Filtration Facility)</b>			
<b>Cascade Columbia Distributing</b>	<b>Seattle, WA</b>	<b>\$188,000.00</b>	<b>\$188,000.00</b>
Mosaic Global Sales LLC	Lithia, FL	\$231,600.00	\$231,600.00
Univar USA Inc	Kent, WA	\$280,000.00	\$280,000.00
<b>Item 1b – Fluorosilicic Acid (Hood Street Reservoir)</b>			
<b>Cascade Columbia Distributing</b>	<b>Seattle, WA</b>	<b>\$23,500.00</b>	<b>\$23,500.00</b>
Mosaic Global Sales LLC	Lithia, FL	\$28,950.00	\$28,950.00
Univar USA Inc	Kent, WA	\$35,000.00	\$35,000.00
<b>Item 2 – 50% Sodium Hydroxide (Green River Filtration Facility)</b>			
<b>Univar USA Inc</b>	<b>Kent, WA</b>	<b>\$722,700.00</b>	<b>\$722,700.00</b>
JCI Jones Chemicals Inc	Tacoma, WA	\$737,000.00	\$737,000.00
Cascade Columbia Distributing	Seattle, WA	\$809,600.00	\$809,600.00
Northstar Chemical Inc	Portland, OR	\$951,500.00	\$951,500.00
<b>Item 3 – 25% Sodium Hydroxide (Hood Street Reservoir)</b>			
<b>Univar USA Inc</b>	<b>Kent, WA</b>	<b>\$73,900.00</b>	<b>\$73,900.00</b>
JCI Jones Chemicals Inc	Tacoma, WA	\$74,000.00	\$74,000.00
Cascade Columbia Distributing	Seattle, WA	\$82,000.00	\$82,000.00
Northstar Chemical Inc	Portland, OR	\$92,500.00	\$92,500.00
<b>Item 4a – Sodium Hypochlorite (Primary Supply)</b>			
<b>JCI Jones Chemicals Inc</b>	<b>Tacoma, WA</b>	<b>\$249,000.00</b>	<b>\$249,000.00</b>
HASA Inc	Saugus, CA	\$258,000.00	\$258,000.00
Cascade Columbia Distributing	Seattle, WA	\$348,000.00	\$348,000.00
<b>Item 4b – Sodium Hypochlorite (Back-up Supply)</b>			
<b>HASA Inc</b>	<b>Saugus, CA</b>	<b>\$43,000.00</b>	<b>\$43,000.00</b>
Cascade Columbia Distributing	Seattle, WA	\$58,500.00	\$58,500.00
<b>Item 5 – Aluminum Sulfate</b>			
<b>Chemtrade Chemicals Co</b>	<b>Parsippany, NJ</b>	<b>\$209,400.00</b>	<b>\$209,400.00</b>
Northstar Chemical Inc	Sherwood, OR	\$303,600.00	\$303,600.00
Kemira Water Solutions Inc	Lawrence, KS	\$306,000.00	\$306,000.00
<b>Item 6 – Aluminum Chlorohydrate</b>			
<b>Kemira Water Solutions Inc</b>	<b>Lawrence, KS</b>	<b>\$64,680.00</b>	<b>\$64,680.00</b>
Chemtrade Chemicals Co	Parsippany, NJ	\$121,000.00	\$121,000.00



Pre-bid Estimate: \$1,600,000.00

The recommended award is 1.6 percent below the pre-bid estimate.

CONTRACT HISTORY: New contracts

SBE/LEAP COMPLIANCE: Not applicable

**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600 – Water Fund 2019/2020	583200/588320/ 583100	5216070	\$1,574,180.00
<b>TOTAL</b>			

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
<b>TOTAL</b>			

**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:** \$0 for 2018.

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?** Yes.

**IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.** N/A.

Scott Dewhirst, Water Superintendent

**APPROVED:**

Jackie Flowers / Director of Utilities

## TABULATION OF BIDS

PURCHASE ORDER NUMBER:		VENDOR:		CITY, STATE:		TERMS I:		ESTIMATED DELIVERY TAX RATE:		DESCRIPTION		QUANTITY	
Mosaic Global Sales, LLC		Lithia, FL		Cascadia Columbia Distribution Co.		Seattle, WA		HASA Inc		Saugus, CA		Univar USA Inc.	
Kern, WA												Chemtrade Chemical US LLC	
Parsippany, NJ													
ALL PRICES QUOTED TO BE F.O.B. DESTINATION, FREIGHT ALLOWED													
400	Wet tons	\$	231,600.00	\$	470.00	\$	188,000.00	\$	700.00	\$	280,000.00	\$	
50	Wet tons	\$	579.00	\$	470.00	\$	23,500.00	\$	700.00	\$	55,000.00	\$	
1100	Dry tons	\$	28,950.00	\$	736.00	\$	809,600.00	\$	657.00	\$	722,700.00	\$	
100	Dry tons	\$		\$	820.00	\$	82,000.00	\$	738.00	\$	73,900.00	\$	
300,000	Gallons	\$		\$	1.16	\$	348,000.00	\$	0.86	\$	258,000.00	\$	
50,000	Gallons	\$		\$	1.17	\$	58,500.00	\$	0.86	\$	43,000.00	\$	
600	Dry tons	\$		\$		\$		\$		\$		\$	208,400.00
110	Tons	\$		\$		\$		\$		\$		\$	1,100.00
SUBTOTAL: \$ 1,111,600.00													
TAX (6.8% on Items 5 and 6 only): \$ -													
ACTUAL NET PRICE: \$ 1,111,600.00													

QUANTITY	DESCRIPTION	ESTIMATED DELIVERY TAX RATE:	VENDOR: CITY, STATE: TERMS I :	Kemira Water Solutions, Inc. Lawrence, KS	JCI Jones Chemicals, Inc. Tacoma, WA	Nortstar Chemical Shawwood, OR
<b>ALL PRICES QUOTED TO BE F.O.B. DESTINATION, FREIGHT ALLOWED</b>						
400 Wet tons	1a. 23-28% Fluorobisulfic Acid (Green River Filtration Facility)					
50 Wet tons	1b. 23-28% Fluorobisulfic Acid (Hood Street Reservoir)					
1100 Dry tons	2. 30% Membrane-grade Sodium Hydroxide solution (Green River Filtration Facility)					
100 Dry tons	3. 25% Membrane-grade Sodium Hydroxide solution (Hood Street Reservoir)					
300,000 Gallons	4a. 12-15% (NaOCl by weight) Sodium Hypochlorite - Primary Supply			\$ 670.00	\$ 737,000.00	\$ 885.00
50,000 Gallons	4b. 12-15% (NaOCl by weight) Sodium Hypochlorite - Back-up Supply			\$ 740.00	\$ 74,000.00	\$ 925.00
600 Dry tons	5. 47-49% (Al2(SO4)3*4H2O) Aluminium Sulfate	\$ 510.00		\$ 305,000.00	\$ 249,000.00	\$ 506.00
110 Tons	6. Aluminium Chlorohydrate	\$ 588.00		\$ 64,880.00		\$ 303,600.00
				\$ 370,680.00	\$ 1,080,000.00	\$ 1,347,600.00
				\$ 31,878.48	\$ -	\$ 26,109.80
				\$ 402,558.48	\$ 1,080,000.00	\$ 1,373,709.80
<b>SUBTOTAL:</b>						
<b>TAX (6.8% on items 5 and 6 only):</b>						
<b>ACTUAL NET PRICE:</b>						

Preparer: Kim DeFolo



City of Tacoma

Contract and Award Memorandum  
Purchase Resolution – Exhibit “A”

**TO:** Board of Contracts and Awards

**FROM:** Andrew Cherullo, Director, Finance Department  
Patsy Best, Procurement and Payables Division Manager  
Samol Hefley, Senior Buyer, Finance/Purchasing

**COPY:** Public Utility Board, Director of Utilities, Board Clerk, City Council, City Manager, City Clerk, SBE Coordinator, LEAP Coordinator, Ryan Flynn, Assistant Water Division Manager, Deanna Pollard, Management Analyst II, and Samol Hefley, Finance/Purchasing.

**SUBJECT:** Pavement Restoration Services for Utility Cuts and Miscellaneous Area  
Request for Bids Specification No. CT18-0277F, Contract No. CW2226824 / 4600013525 – Utility Board November 14, 2018 and City Council November 20, 2018

**DATE:** October 30, 2018

**RECOMMENDATION SUMMARY:**

The Finance Department, Procurement and Payables Division recommends a contract be awarded to Asphalt Patch Systems, Inc., Puyallup, WA, for as-needed street patching and utility repair services, in the amount of \$2,848,453.33, plus any applicable taxes, plus 30% contingency for a cumulative total of \$3,702,989.32 for an initial contract term of three years with the option for (1) one additional one-year renewal term.

**STRATEGIC POLICY PRIORITY:**

- Strengthen and support a safe city with healthy residents.
- Ensure all Tacoma residents are valued and have access to resources to meet their needs.

This project will improve the roadway infrastructure by providing a safer driving surface for vehicles and bicycles.

**BACKGROUND:**

This citywide contract provides for as-needed general street repair services and street and sidewalk repairs due to utility cuts and incidental pavement restoration for multiple City Departments including Tacoma Water, Tacoma Power, Environmental Services Sewer Maintenance, and Public Works Street Operations. The individual repairs are generally small and range in cost from \$600 to \$25,000 depending on the size and location of the repair. By combining individual department needs the City is able to leverage its purchasing power under one contract.

**ISSUE:** City of Tacoma does not have the capability to provide the required services to various project locations with the City of Tacoma and Tacoma Public Utilities service areas. This contract provides complete road patching or concrete repairs for various City Departments.



**ALTERNATIVES:** The alternative course of action would be to not award the contract and approach each project as an individual project. This would result in a significant cost and decreased level of service for departments and the community due to the time involved in soliciting each project individually. The resulting bids would likely result in more cost and delayed timeline for completion, and would also cause traffic inconveniences to citizens and neighborhoods.

**COMPETITIVE SOLICITATION:**

Request for Bids Specification No.CT18-0277F was opened September 11, 2018. Four companies were invited to bid in addition to normal advertising of the project. Two submittals were received.

Asphalt Patch Systems, Inc. submitted a bid that resulted in the lowest evaluated submittal after consideration of SBE participation goals. The table below reflects the amount of the total award.

<u>Respondent</u>	<u>Location</u> (city and state)	<u>Submittal</u> <u>Amount</u>	<u>Evaluated</u> <u>Submittal</u>
<b>Asphalt Patch Systems, Inc.</b>	<b>Puyallup, WA</b>	<b>\$2,136,340.00</b>	<b>\$2,136,340.00</b>
Puget Paving & Construction, Inc.	Lakewood, WA	\$3,510,324.00	\$3,510,324.00

Pre-bid Estimate: \$3,900,000.00

The recommended award is 55 percent below the pre-bid estimate.

**COMPETITIVE ANALYSIS:**

**CONTRACT HISTORY:** New Contract

**SUSTAINABILITY:** The contract will improve the City's infrastructure and safety of residents by repairing streets for motorized travel.

**SBE/LEAP COMPLIANCE:** The recommended contractor is in compliance with the Small Business Enterprise (SBE) Regulation requirements per memorandum dated October 25, 2018. The SBE goal for this project is 8 percent. Asphalt Patch Systems, Inc. submitted the lowest evaluated bid per the SBE Regulation requirements. The Local Employment and Apprenticeship Training Program (LEAP) goal is 15 percent Local Employment Utilization Goal and 15 percent Apprentice Utilization Goal.

**FISCAL IMPACT:****EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Various Departments	Various		
<b>TOTAL</b>			

**REVENUES: N/A**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Various Departments	Various		
<b>TOTAL</b>			

**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:** Various Department budget

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?** Various – funds for the contract are provided by the individual departments using the contract. Funding beyond the current biennium is subject to future availability of funds. The user departments are billed directly for their purchases.

**IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.** N/A



Jackie Flowers, Director of Utilities

November 14, 2018

## MOTION

I hereby move that the following motion be approved:

18-13. That the recommendations of the Department of Public Utilities' and the City of Tacoma's Insurance Committee and its advisor/broker, Kim Wilson of Brown and Brown Insurance, are approved and the appropriate officers are authorized to purchase:

(1) Comprehensive General Liability Insurance from Allied World Assurance Company; Navigators Insurance Company; Hallmark Insurance Company; and Brit Insurance Company; (2) Railroad Liability Insurance from Indian Harbor Insurance Company; Steadfast Insurance Company; and Liberty Insurance Company; and (3) Public Official & Employment Practices Liability Insurance from Western World Insurance Company, for a total premium of \$1,513,782; as outlined in the memorandum dated October 31, 2018, from Jim Sant, Deputy Director for Administration, to Jackie Flowers, Director of Utilities, and on file with the Clerk of the Board. Funds are budgeted and available for said purpose.





**TACOMA PUBLIC UTILITIES**

3628 South 35th Street

Tacoma, Washington 98409-3192

Date: October 31, 2018  
To: Jackie Flowers, Director of Utilities, CEO  
From: Jim Sant, Deputy Director for Administration  
Subject: Comprehensive General Liability Insurance

**Recommendation**

Tacoma Public Utilities requests authorization to bind coverage for comprehensive general liability insurance, effective December 1, 2018.

**Background**

The total premium for December 1, 2018 – November 30, 2019 is \$1,513,782. This reflects an overall increase of 4.7% over our current premium of \$1,445,164. A summary of the policies follows:

**General Liability Insurance**

The Allied World Assurance Company, Navigators Insurance Company, Hallmark Insurance Company and Brit Insurance Company are the proposed carriers to insure the Department, except for Tacoma Rail, for general liability. The insurance provides \$60,000,000 of liability coverage per any one occurrence, and in aggregate for the year, in excess of a \$1,500,000 self-insured retention (S.I.R.). This is the same coverage as was in place for the 2017/ 2018 period. The self-insured retention amount is similar to a deductible and our self-insurance claims fund would still be used for paying claims under this amount. Our payment for litigation defense costs, including attorney fees, would count as part of the self-insured retention amount in the policy. The policy constitutes an “occurrence” form which pays for claims that occur during a policy period regardless of when a claim is first made or reported. This means that, if the department were to drop the policy, change to another insurance carrier, or a claim is submitted at a subsequent time, coverage still remains under the policy. The total annual premium, which includes coverage for Certified Acts of Terrorism, is \$827,116. This is an increase of \$41,225 from the previous year’s premium of \$785,891. This reflects an increase of 5.2% over the current premium.

In summary, some of the types of claims that would be covered include:

- Third-party claims arising from vehicular accidents.
- Third-party injury accidents on Department property.



- Potential liability for a dam failure, resulting in downstream flood damage.
- Accidents at parks.
- Incidents occurring on transmission line roads and rights-of way.
- Failure to supply electricity or water claims.
- These policies exclude most pollution claims.

### **Railroad Liability Insurance**

The carriers, Indian Harbor Insurance Company, Steadfast Insurance Company and Liberty Insurance Company, provide excess general liability for Tacoma Rail. The total limit per any one occurrence is \$50,000,000 in excess of the \$1,000,000 self-insured retention and the annual aggregate limit is \$100,000,000. The policy is also on an occurrence form. The types of claims that would be covered are similar to those previously listed, including certified acts of terrorism. In addition, the Tacoma Rail policy includes Federal Employers Liability Act coverage, which will cover employee on-the-job injury claims and associated legal actions against the City, as these employees are not covered by State Workers' Compensation. This is the same coverage that was carried for the 2017/ 2018 period. The annual premium for these policies is \$485,557. This is an increase of \$29,277 over the previous year's premium of \$456,280, or 6.4%.

### **Public Official & Employment Practices Liability Insurance**

This policy is with Western World Insurance Company and has a limit of \$1,250,000 on each claim and \$2,500,000 in aggregate with a \$250,000 self-insured retention. It covers professional liability such as alleged acts of discrimination or errors by officers or employees of the Department. The annual premium is \$201,109 which is the same as the previous year's premium.

### **Summary**

The Public Utilities Insurance Committee and our insurance advisor/broker recommend that the Department purchase the following policies:

<b>Carriers</b>	<b>Policies</b>	<b>Aggregate Limits</b>	<b>S.I.R.</b>	<b>Annual Premiums</b>
Allied World Assurance Co.	General Liability	\$10,000,000	\$1,500,000	\$348,548
Navigators Insurance Co.	General Liability	\$15,000,000	NA	\$218,213
Hallmark Insurance Co.	General Liability	\$10,000,000	N/A	\$102,100

Brit Insurance Co.	General Liability	\$5,000,000	N/A	\$52,071
Allied World Assurance Co.	General Liability	\$20,000,000	N/A	\$106,184
Western World Insurance Co.	Public Officials Liability	\$2,500,000	\$250,000	\$201,109
Indian Harbor Insurance Co.	RR General Liability	\$50,000,000	\$1,000,000	\$350,500
Steadfast Insurance Co.	RR General Liability	\$30,000,000	NA	\$88,200
Liberty Insurance Co.	RR General Liability	\$20,000,000	NA	\$46,857
			<b>Total</b>	<b>\$1,513,782</b>

We request your approval to submit this matter to the Public Utility Board for its consideration.

Approved:



Jackie Flowers  
Director of Utilities, CEO

November 14, 2018

MOTION

I hereby move that the following motion be approved:

18-14. That in accordance with Tacoma Municipal Code Section 1.06.380, the Board approves the assignment of Martha Lantz to the position of Deputy City Attorney in the Department of Public Utilities legal office upon the recommendation of the City Attorney.

# MEMORANDUM



TO: Jackie Flowers, Director of Utilities

FROM: Tom Morrill, Chief Deputy City Attorney *TM*

DATE: November 5, 2018

RE: Appointment of Martha Lantz as Deputy City Attorney, Public Utilities

By this memorandum, the Legal Department requests approval to recommend that the Public Utility Board confirm the appointment of Martha Lantz to the position of Deputy City Attorney, for Public Utilities pursuant to TMC 1.06.380.

Martha is a Deputy City Attorney and has been in the Tacoma City Attorney's Office since 2009. She has advised various Boards and Commissions including the Retirement Board, Police and Fire Pension Board, Deferred Compensation Board and Board of Ethics. She provides Open Government advice to all City Boards, Commissions and Committees. Martha is the primary legal advisor to the City's Public Records Office and has assisted on many of the City's records management projects. She is also the primary legal advisor to the Purchasing Department and thus has extensive experience in contract drafting, review and approval. Martha's current assignment includes spending one day a week at Tacoma Public Utilities advising on contract matters, and thus is already familiar with some of the issues and staff at TPU.

Prior to coming to the City of Tacoma, Martha worked in the Washington State Attorney General's Office where she represented different State Agencies, Boards and Commissions, including the Department of Labor and Industries, the Department of Licensing and the Liquor Control Board.

Martha received her Law Degree from the Boston College Law School and her BA Degree from Scripps College.

I would be happy to follow-up with further information or answer any questions you may have.

Approved:

  
Jackie Flowers  
Director of Utilities

TM/kh

cc: William C. Fosbre



## RESOLUTION NO. U-11041

1 A RESOLUTION authorizing the grant of two easements over Tacoma Power's  
2 Stadium Substation property to Sound Transit, for the Tacoma Link  
3 Extension project.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Light  
5 Division (d.b.a. "Tacoma Power"), requests that the Board authorize the grant of  
6 two easements over two separate parcels of Tacoma Power's Stadium  
7 Substation property ("Property") to Sound Transit for the Tacoma Link  
8 Extension project ("Project"), and

9 WHEREAS Tacoma Power operates the Stadium Substation as part of  
10 its electricity supply system, and in order to extend the light rail network within  
11 the City of Tacoma, Sound Transit is requesting to construct, operate and  
12 maintain a traction power substation as part of the Project, and

13 WHEREAS, in order to construct, operate and maintain the traction  
14 power substation, Sound Transit requires easements in a small portion of the  
15 Property, approximately 362 Sq. Ft. of the parcel at 812 North 2<sup>nd</sup> Street, and  
16 approximately 341 Sq. Ft. of the parcel at 818 North 2<sup>nd</sup> Street, and

17 WHEREAS the easements include the review and approval of  
18 construction plans by Tacoma Power engineering and are subordinate to  
19 Tacoma Power's use to insure they will not negatively impact current or future  
20 operations, and

21 WHEREAS the easements have been reviewed by the City Attorney's  
22 Office and approved by Real Property Services, and are subject to Public Utility  
23 Board approval, and



WHEREAS Tacoma Power has tentatively accepted two offers from  
1 Sound Transit, in the amounts of \$10,860 and \$10,230, for a cumulative total of  
2 \$21,090, which is current fair market value, Now, therefore,

3  
4 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

5 That the grant of two easements on two separate parcels of Tacoma  
6 Power's Stadium Substation property to Sound Transit, one that covers  
7 approximately 362 Sq. Ft., in the amount of \$10,860, and the other that covers  
8 approximately 341 Sq. Ft. , in the amount of \$10,230, for the Tacoma Link  
9 Extension project, is approved, and the Public Utility Board authorizes the  
10 proper officers of the City of Tacoma to execute all necessary documents,  
11 substantially in the same form as on file with the Clerk and approved by the City  
12 Attorney.

13  
14 Approved as to form and legality:

\_\_\_\_\_  
Chair

15  
16   
17 Chief Deputy City Attorney

\_\_\_\_\_  
Secretary

18  
19 Clerk

\_\_\_\_\_  
Adopted

of November 14, 2018

**REQUEST FOR RESOLUTION**

Date: October 31, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorize the grant of two easements over Tacoma Power's Stadium Substation property to Sound Transit for the Tacoma Link Extension project.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Authorize the grant of two easements over Tacoma Power's Stadium Substation property to Sound Transit for the construction, operation, and maintenance of a traction power substation to be located in the adjacent public right-of-way. Value of one easement over 362 SF is estimated at \$10,860.00; while value of the other easement over 341 SF is estimated at \$10,230.00. Total compensation due Tacoma Power for the two easements is thus \$21,090.00.

3. Summarized reason for resolution:

Tacoma Power operates the Stadium Substation as part of its electricity supply system. In order to extend its light rail network in the City of Tacoma, Sound Transit is undertaking the Tacoma Link Extension project which requires installation of a traction power substation adjacent to Tacoma Power's Stadium Substation property. In order to construct, operate and maintain the traction power substation, Sound Transit requires easements in a small portion of the Stadium Substation property. The easements include review and approval of construction plans by Tacoma Power engineering, and are subordinate to Tacoma Power's use to insure they will not negatively impact current or future Tacoma Power operations.

The easements have been reviewed by the City Attorney's Office and approved by Tacoma Power and Real Property Services. Tacoma Power has tentatively accepted the two offers from Sound Transit, for a total of \$21,090.00, which we believe adequately compensates Tacoma Power for the current fair market value of the easement rights over the land. The offers are subject to Public Utility Board approval.

4. Attachments:

- a. Offer Letters
- b. Vicinity Aerial Photo
- c. Right-of-Way Plan
- d. Director's Memo
- e. Easements

5. ☐ Funds available ☒ Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:

Requested by:

Approved:

\_\_\_\_\_  
Joseph A. Wilson,  
T&D Power Section Manager

\_\_\_\_\_  
Chris Robinson, Power  
Superintendent/COO

\_\_\_\_\_  
Jackie Flowers, Director of Utilities





3628 South 35<sup>th</sup> Street

Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

Date: October 31, 2018

To: Jackie Flowers, Director of Utilities

From: Chris Robinson, Power Superintendent/COO 

Subject: Grant of Easements to Sound Transit over a Portion of Tacoma Power Stadium Substation Property

**Recommendation:**

Tacoma Power requests that you approve the grant of two easements to Sound Transit over a portion of Tacoma Power's Stadium Substation property. The Tacoma Power property is identified as Pierce County Assessor Tax Parcel Nos. 2031170010 and 2031170021 located in Tacoma, WA. The easements total 703 SF. Consideration received for the two easements combined is \$30.00 per SF or \$21,090.00.

**Background:**

Sound Transit is extending its light rail network in the City of Tacoma. The current project is known as the Tacoma Link Extension and requires installation of a series of traction power substations. One substation is to be located adjacent to the Stadium Substation. In order to construct, operate, and maintain the substation, Sound Transit requires easement rights over a small portion of the abutting Tacoma Power property. The proposed easement area lies outside of the Stadium Substation perimeter fence. Tacoma Power has reviewed and approved the proposed easement language to ensure current and future operational needs can be met.

Real Property Services and Tacoma Power have reviewed and approved the estimated compensation of \$21,090.00 as provided by an independent third-party appraiser.

Your approval is requested to submit this matter to the Public Utility Board for consideration and approval.

**APPROVED:**

  
Jackie Flowers, Director of Utilities



## OFFER TO PURCHASE

December 11, 2017

*Hand Delivered*

City of Tacoma  
Attn: Ronda Cornforth  
Senior Real Estate Specialist  
747 Market Street, Room 737  
Tacoma, WA 98402-3701

Re: Tacoma Link Extension  
Site Address: 812 North Second Street, Tacoma  
Tax Parcel No: 203117-0010  
ROW No: TLE092

Dear Ms. Cornforth:

Sound Transit is proceeding with Tacoma Link Extension. As part of the project, acquisition of your property identified above will be needed.

Your property has been examined and reviewed by impartial, qualified real estate appraisers who have carefully considered all of the elements that contribute to the fair market value of the rights Sound Transit seeks to acquire. By law, the appraisers must disregard any general increase or decrease in value caused by the project itself.

Based upon the fair market value as determined in the appraisal, Sound Transit's offer for the purchase of the property or property rights is summarized as follows:

Permanent Easement: 362 SF	\$10,860.00
<b>Total Just Compensation</b>	<b>\$10,860.00</b>

### CHAIR

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*Snohomish County Executive*

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*Redmond Mayor*

**Marilyn Strickland**  
*Tacoma Mayor*

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*King County Councilmember*

**Tim Burgess**  
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**Fred Butler**  
*Issaquah Mayor*

**Dow Constantine**  
*King County Executive*

**Bruce Dammeler**  
*Pierce County Executive*

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**Joe McDermott**  
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**Roger Millar**  
*Washington State Secretary  
of Transportation*

**Mary Moss**  
*Lakewood Councilmember*

**Paul Roberts**  
*Everett Councilmember*

**Dave Upthegrove**  
*King County Councilmember*

**Peter von Reichbauer**  
*King County Councilmember*

### CHIEF EXECUTIVE OFFICER

**Peter M. Rogoff**

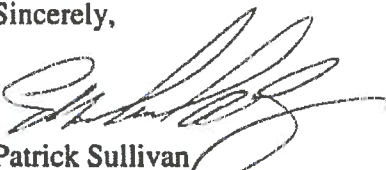
Offer Letter  
TLE092  
Page Two

Please take the time to consider the merits of Sound Transit's offer. If you decide to have the appraisal reviewed by a professional, Sound Transit may reimburse your reasonable evaluation expenses up to a maximum of \$5,000.00. If you decide to have an attorney evaluate the offer, Sound Transit may reimburse you for reasonable attorney fees up to a maximum of \$7,500.00. If you need professional advice regarding the potential tax implications of selling your property, you may be reimbursed up to a maximum of \$2,500.00 in accounting fees. In order to be considered for reimbursement, proof of documentation received for the requested services along with a detailed invoice(s) must be provided to Sound Transit along with proof of payment. Fees incurred to challenge or litigate Sound Transit's right to take the property interests needed, the scope of take, or Just Compensation will not be reimbursed. Reimbursement of eligible attorney's fees will occur at the time of actual acquisition of the real estate interests that Sound Transit intends to acquire.

The receipt below is for file documentation indicating that you received this offer and it does not in any way indicate your acceptance. Please sign the receipt and return it using the enclosed prepaid postage envelope.

If we can provide additional information to assist you in reaching a decision, please feel free to direct any questions you may have to your Acquisition Agent, Laura Floyd at (425) 616-9001. We look forward to working with you and making the project a success for you, Sound Transit and the public.

Sincerely,

  
Patrick Sullivan  
Senior Real Property Agent

Enclosure(s)

Receipt of this letter is hereby acknowledged. Signature does not indicate acceptance of this offer.

By: 

Date: 12/14/12



## OFFER TO PURCHASE

December 11, 2017

*Hand Delivered*

City of Tacoma, Department of Public Utilities  
c/o Greg Muller  
Light Division (d/b/a Tacoma Power)  
3628 South 35<sup>th</sup> Street, ABS-2  
Tacoma, WA 98409

Re: Tacoma Link Extension  
Site Address: 818 North 2<sup>nd</sup> Street, Tacoma  
Tax Parcel No: 203117-0021  
ROW No: TLE094

Dear Mr. Muller:

Sound Transit is proceeding with Tacoma Link Extension. As part of the project, acquisition of your property identified above will be needed.

Your property has been examined and reviewed by impartial, qualified real estate appraisers who have carefully considered all of the elements that contribute to the fair market value of the rights Sound Transit seeks to acquire. By law, the appraisers must disregard any general increase or decrease in value caused by the project itself.

Based upon the fair market value as determined in the appraisal, Sound Transit's offer for the purchase of the property or property rights is summarized as follows:

Permanent Easement: 341 SF	\$10,230.00
<b>Total Just Compensation</b>	<b>\$10,230.00</b>

### CHAIR

**Dave Somers**  
*Snohomish County Executive*

### VICE CHAIRS

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*Redmond Mayor*

**Marilyn Strickland**  
*Tacoma Mayor*

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*King County Councilmember*

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*King County Councilmember*

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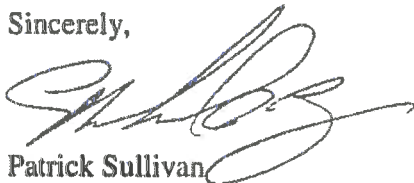
**Peter M. Rogoff**

Please take the time to consider the merits of Sound Transit's offer. If you decide to have the appraisal reviewed by a professional, Sound Transit may reimburse your reasonable evaluation expenses up to a maximum of \$5,000.00. If you decide to have an attorney evaluate the offer, Sound Transit may reimburse you for reasonable attorney fees up to a maximum of \$7,500.00. If you need professional advice regarding the potential tax implications of selling your property, you may be reimbursed up to a maximum of \$2,500.00 in accounting fees. In order to be considered for reimbursement, proof of documentation received for the requested services along with a detailed invoice(s) must be provided to Sound Transit along with proof of payment. Fees incurred to challenge or litigate Sound Transit's right to take the property interests needed, the scope of take, or Just Compensation will not be reimbursed. Reimbursement of eligible attorney's fees will occur at the time of actual acquisition of the real estate interests that Sound Transit intends to acquire.

The receipt below is for file documentation indicating that you received this offer and it does not in any way indicate your acceptance. Please sign the receipt and return it using the enclosed prepaid postage envelope.

If we can provide additional information to assist you in reaching a decision, please feel free to direct any questions you may have to your Acquisition Agent, Laura Floyd at (425) 616-9001. We look forward to working with you and making the project a success for you, Sound Transit and the public.

Sincerely,



For Patrick Sullivan  
Senior Real Property Agent

Enclosure(s)

Receipt of this letter is hereby acknowledged. Signature does not indicate acceptance of this offer.

By: 

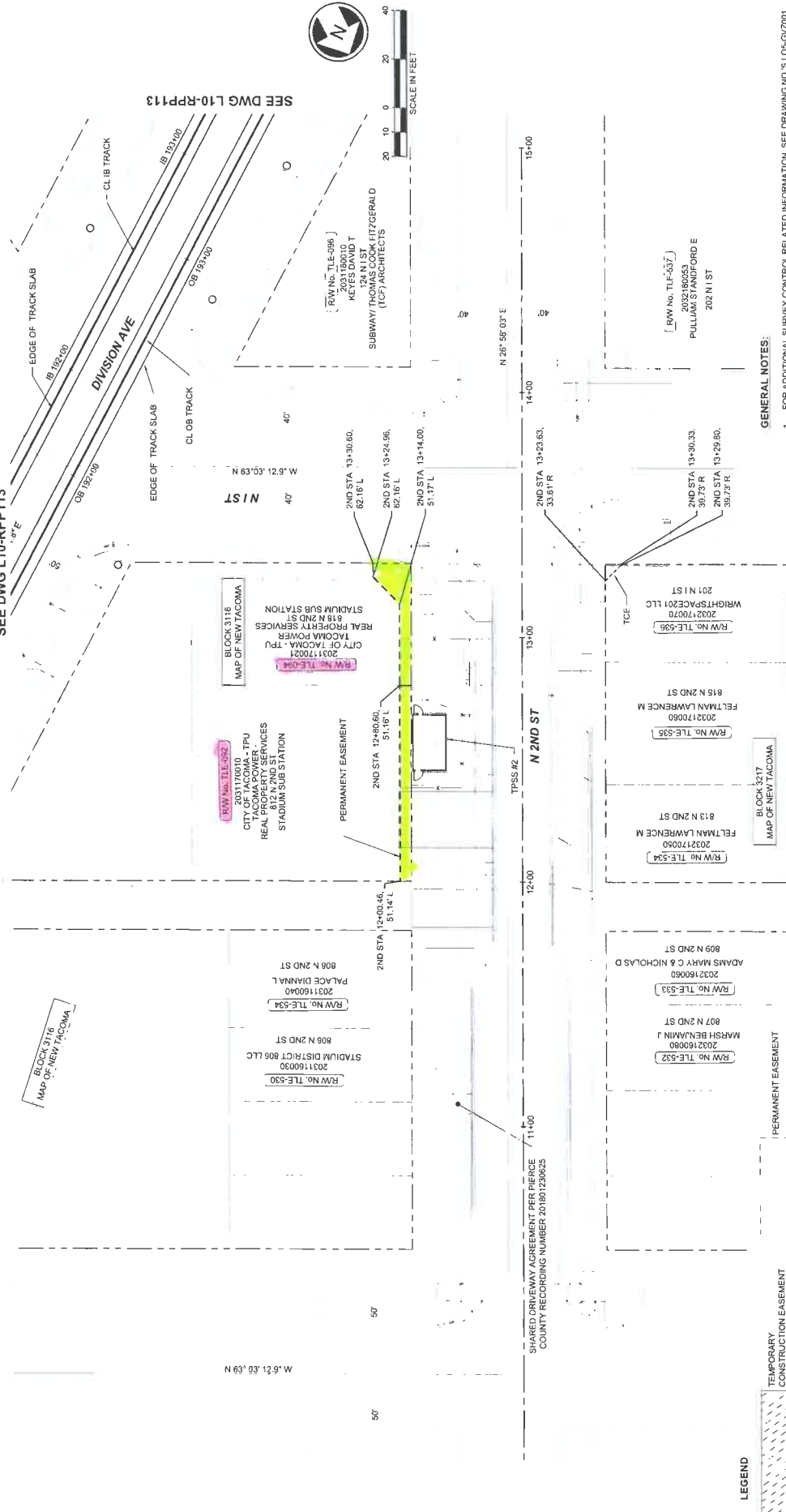
Date: 12/14/17



**Tacoma Power Stadium Substation  
Sound Transit Traction Power Substation  
Easement Nos. TLE092 and TLE094**



SEE DWG L10-RPP113



SOUND TRANSIT RW NO.	PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.*	FEET TAKE SQ. FT.	REMAINDER SQ. FT.	GUIDEWAY/ PERMANENT ESMT SQ. FT.	TEMPORARY CONSTRUCTION ESMT SQ. FT.
-	TLE-292	2031170010	CITY OF TACOMA - TPJ	6788	-	342	-
-	TLE-294	2031170021	CITY OF TACOMA - TPJ	4914	-	341	-
-	2002170070	2002170070	WRIGHTSPACE 2011 LLC	3275	-	-	22
-	TLE-506						

**GENERAL NOTES:**

- 1 FOR ADDITIONAL SURVEY CONTROL RELATED INFORMATION, SEE DRAWING NO.'S L05-GV2001, GV2002 AND GV2003
- 2 RIGHT-OF-WAY LINES ARE DEIVED FROM A COMBINATION OF FIELD LOCATED SURVEY MONUMENTS AND CALCULATIONS USING GPS PARCEL LINE DATA. SAID LINES ARE FOR GRAPHIC PURPOSES ONLY AND ARE NOT NECESSARILY A SURVEY GRADE ACCURACY
- 3 PARCEL AREA IS FROM PIERCE COUNTY ASSessor RECORDS AND SUPPLEMENTAL FIELD

[illegible]

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street, M/S O4N-4  
Seattle, WA 98104-2826

---

**TRACTION POWER SUB-STATION EASEMENT (PERMANENT)**

**Grantor(s):** City of Tacoma, Department of Public Utilities, Light Division (d/b/a Tacoma Power)

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Ptn Lots 1-4, Blk 3117, New Tacoma

**Assessor's Tax Parcel No(s):** 2031170010

**ROW No(s):** TLE092

**Grantor Project No:** P2017-086 / E13481

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**City of Tacoma, Department of Public Utilities, Light Division (d/b/a Tacoma Power)** ("Grantor"), is the owner of real property located in the City of Tacoma commonly known as 812 North 2<sup>nd</sup> Street, Tacoma, and more particularly described in the legal description attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Tacoma Link Extension ("Project").

Grantor and Grantee may collectively be identified herein as the "Parties" or individually as "Party".

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**EASEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby conveys to Grantee, its successors and/or assigns, a permanent Traction Power Substation Easement (the "Easement") within, over, across, and upon the portion of the Property described in the attached **Exhibit "B"**, and depicted in the attached **Exhibit "C"** ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees, may use the Easement Area for the purposes of facilitating construction and operation of the Project including, but not limited to: Installation, operation and maintenance of the Traction Power Substation (TPSS) #2 facility and appurtenances; fence and/or screening wall, if required; access; landscaping; and reconstruction of sidewalk/curb/ramps on the Easement Area and/or adjacent to the Property.



### **3. Terms and Conditions of the Easement.**

**I. Utility.** Grantee hereby acknowledges that a major City of Tacoma power utility facility (aka the Tacoma Power Stadium Substation) is located on the Property, hereinafter referred to as the "Utility." Grantee further acknowledges that the proficient operation of the Utility is required for Grantor to supply a continuous, reliable supply of electricity to the general public. Therefore, Grantor hereby grants this Easement in exchange for Grantee's agreement to be bound by, and comply with, the terms and conditions set forth below.

**A. Restoration.** In the event that any of Grantor's improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, at Grantor's sole discretion and approval, Grantee shall reimburse Grantor all costs reasonably necessary to repair or restore the damaged improvements to a condition as good as or better than that which existed prior to the use.

**B. Access.** Grantor shall have the right to access the Property and Utility at any time as deemed necessary by Grantor for the inspection, operation, repair, maintenance, construction, or reconstruction of the Utility; provided, however, that such access shall not unreasonably infringe upon or interfere with Grantee's use of the Easement as contemplated herein. Grantee shall not damage or impair Grantor's use of existing driveways or Grantor's access to and from the abutting public rights-of-way. Grantor reserves all rights to light, view and air.

Further, as Grantee intends to install a fence and gate enclosure partially upon the Easement Area, and Grantor requires 24-hour-a-day / 7 day-a-week access to the Easement Area and the public right-of-way adjacent thereto, both lying within the proposed enclosure, Grantee shall provide Grantor a lock-and-key system ensuring Grantor unfettered access to the aforesaid areas.

Terms and conditions of access to the public right-of-way adjoining the Easement Area will be negotiated in good faith by the Parties and memorialized in an operating agreement.

**C. Assumption of Risk.** Grantee, its agents, employees, assigns, contractors, customers and/or invitees are subject to the hazards of the operation of the Utility, and Grantee hereby expressly assumes all risk associated with such hazards. Grantee shall use good and reasonable judgment with regard to the type and height of vehicles allowed to access the Easement Area, and in allowing any use of tools which could endanger Grantee's employees, licensees, agents, invitees, or any other person(s). Grantee acknowledges the high voltage transmission lines and equipment on or near the Easement Area and the extreme danger and hazard to life and property associated with such high voltage power lines and equipment. Grantee, its agents, employees, assigns, contractors, customers and/or invitees expressly assume all risks associated with its activities and/or operations around or near said high voltage power lines and equipment. Storage of flammable materials or refueling of vehicles/equipment is prohibited on the Easement Area. Grantor shall not be liable for damage to Grantee's property, facilities, or injury to persons which might occur during Grantee's activities within the Easement Area except to the extent such damage results from the sole negligence of Grantor.

**D. Approval of Plans and Specifications.** Grantee acknowledges that any activities performed within the Easement Area will require plans, specifications and guidelines that must be approved, in writing, by Grantor and in some cases said activities will need to be performed by Grantor's qualified employees and/or contractors, at Grantee's expense. Grantee shall not access the Easement Area for any reason until said plans, specifications, and guidelines and any reimbursement agreements are approved by Grantor in writing. This Easement and the rights granted herein are subject to and conditioned upon the terms and conditions of a Work Order Agreement and any subsequent amendments thereto, to be negotiated and approved in writing by the Parties.

Grantor's review and approval of any activities, plans, specifications, and/or guidelines is not intended as an engineering review/analysis of said activities, plans, specifications, and/or guidelines and all associated implications. It shall remain the sole responsibility of the Grantee to ensure the proposed activity meets all code and permitting requirements. Further, consent and or approval by Grantor of any activities, plans, specifications, and guidelines shall not be deemed consent, authorization, or acknowledgment that Grantee has obtained all required authorizations with respect to such activity or that the proposed activity, plans, specifications,

guidelines, construction, or maintenance are correct, meet professional or engineering standards, are sufficient, or are fit for a particular purpose.

**E. Maintenance.** Grantee shall notify Grantor a minimum four (4) weeks prior to any scheduled maintenance to be performed within the Easement Area that may interfere with Grantor's use or operations. It is agreed that if maintenance schedules result in a use conflict, Grantor's schedule shall prevail. Grantee shall notify Grantor as soon as reasonably practicable if emergency maintenance is required and Grantor shall take reasonable measures to accommodate such emergency maintenance. However, Grantee shall reimburse Grantor for any extraordinary costs incurred to accommodate such emergency maintenance.

**II. Indemnification.** Grantee shall indemnify, defend, and hold harmless Grantor, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising directly or indirectly out of any act or omission of Grantee, its agents, contractors, licensees, invitees or guests and involving the subject matter of this Easement, and the construction, operation, maintenance, repair, and replacement of the improvements on the Easement Area and/or adjacent to the Property. The foregoing shall apply to any and all actual or alleged injury to persons (including death) and/or damage to property, except to the extent such injury or damage results from the fault of the Grantor and its officers, employees, agents or volunteers. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the Grantor.

**III. Environmental Liability.** By accepting this grant of Easement, Grantee assumes no liability for existing site conditions including any Hazardous Substances that may be present on, in, or under the Easement Area prior to the execution of this Easement; except that to the extent Grantee removes any soil, Grantee shall pay for the removal of and disposal of such soil, whether or not it contains Hazardous Substances. Grantee assumes sole liability and shall be responsible for any remedial action costs incurred due to the release, or exacerbation of the release, of Hazardous Substances by Grantee, its officers, agents, employees, volunteers, subcontractors, invitees, licensees, or guests. A "Hazardous Substance" as used in this Easement shall mean the presence of any substance or group of substances around, above, on or in the soil of the Easement Area which, by its presence, triggers a remedial investigation or action, or which requires any excavated materials to be disposed of as anything other than clean fill. The meaning of "Hazardous Substance" shall also include without limitation, any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup. The terms of this Hazardous Substances provision have been mutually negotiated.

**IV. Binding on Successors.** The terms and conditions of this Easement shall constitute real covenants that run with the land and are binding upon the Parties and their heirs, successors and assigns.

**V. Assignment.** Grantee shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement without the prior written consent of Grantor.

**VI. Condition Subsequent.** Upon sixty (60) calendar days' written notice from Grantor, if Grantee defaults in the performance of any covenant or agreement contained in this Easement and fails to cure such performance within that sixty (60) calendar day period or is not diligently working to cure the default, Grantor has the right to enter the premises and cure the default. Grantee shall reimburse Grantor the entire cost and expense of such performance within ninety (90) calendar days of the date of Grantor's invoice.

**VII. Recording and Effective Date.** Grantee will record this Easement in the real property records of Pierce County, Washington. This Easement shall become effective on the date it is recorded by the Pierce County Auditor's Office.

**VIII. No Third Party Beneficiaries.** This Easement shall be for the sole benefit of the Parties hereto, and nothing contained herein shall create a property right or a cause of action in favor of a third party against either Party hereto.

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

**X. Severability.** If any term, condition, or provision of this Easement 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.

**XI. All Writings Contained Herein.** This Easement, together with all exhibits, constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may only be modified by a writing signed by both Parties.

**XII. Applicable Laws; Reasonable Use.** In exercising their rights under this Easement, each Party shall comply with all federal, state, county and municipal statutes, laws, codes, rules, regulations, ordinances, resolutions, permits and/or other requirements of any kind, type or nature whatsoever applicable to their respective uses of the Easement Area. Any use, entrance upon or movement within, over, across, and/or upon the Easement Area by any Party shall be conducted such that it does not damage the Easement Area or any improvements thereon, or unreasonably interfere with the use thereof by the other Party. Grantor and Grantee shall maintain the Easement Area in a clean, neat and orderly manner and will not create or permit any nuisance or waste, or allow the Easement Area to be used for any immoral or unlawful purpose.

**XIII. Disclaimers.** Grantee acknowledges and agrees that Grantor has made no representation as to the present or future condition of the Easement Area and Grantor expressly disclaims any representation or warranties regarding the Easement Area and its suitability for any of Grantee's intended uses.

**XIV. Insurance.** During the term of this Easement, Grantee shall maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

**XV. Condemnation.** This Easement is granted under the threat of condemnation.

**XVI. Taking.** If the Easement Area, or any portion thereof, should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (collectively, "Taking"), this Easement shall terminate as to the portion of the Easement Area taken when the physical taking of the Easement Area occurs and Grantor shall have no liability to Grantee for its loss of use of the Easement Area. If any portion of the Easement Area is subject to a Taking, Grantee may terminate occupation and use of such portion of the Easement Area, but continue use and occupation as to the remaining Easement Area but without abatement of any obligations due Grantor herein.

**{Remainder of Page Intentionally Left Blank}**



P2017-086 GWM / E13481

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Accepted by Central Puget Sound Regional Transit Authority:**

\_\_\_\_\_  
Peter Rogoff, Date  
Sound Transit CEO

**Authorized:**

\_\_\_\_\_  
Chris Robinson, Power Superintendent / COO Date

**Reviewed:**

*for*  *10-3-18*  
\_\_\_\_\_  
Joseph A. Wilson, Date  
Transmission and Distribution Power Section Manager

\_\_\_\_\_  
John Merrell, Date  
Transmission and Distribution Power Section Assistant Manager

\_\_\_\_\_  
Project Lead Date

\_\_\_\_\_  
Jeff Singleton, Chief Surveyor Date

**Form Approved:**

\_\_\_\_\_  
Michael W. Smith, Deputy City Attorney Date

EXHIBIT "A"

R/W NO.TLE-092

ASSESSOR'S NO. 2031170010

CITY OF TACOMA, A MUNICIPAL CORPORATION

**GRANTOR'S ENTIRE PARCEL:**

BEGINNING AT THE NORTHWESTERLY CORNER OF BLOCK 3117 OF MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO THE PLAT FILED FOR RECORD FEBRUARY 3, 1875 IN THE OFFICE OF THE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

THENCE ON THE NORTHERLY LINE OF SAID BLOCK, SOUTHEASTERLY 90 FEET;

THENCE PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK, SOUTHWESTERLY 70 FEET;

THENCE PARALLEL WITH SAID NORTHERLY LINE OF SAID BLOCK NORTHWESTERLY 90 FEET;

THENCE NORTHEASTERLY 70 FEET TO POINT OF BEGINNING;

**TOGETHER WITH** A 10 FOOT STRIP OF ALLEY ATTACHED THERETO AND ABUTTING THEREON, AS VACATED BY ORDINANCE NO. 1627 OF THE CITY OF TACOMA.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT "B"

R/W NO.TLE-092

ASSESSOR'S NO. 2031170010

CITY OF TACOMA, A MUNICIPAL CORPORATION

**PERMANENT EASEMENT**

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWESTERLY CORNER OF BLOCK 3117 OF MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO THE PLAT FILED FOR RECORD FEBRUARY 3, 1875 IN THE OFFICE OF THE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON;

THENCE ON THE NORTHERLY LINE OF SAID BLOCK, SOUTHEASTERLY 90 FEET;

THENCE PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK, SOUTHWESTERLY 70 FEET;

THENCE PARALLEL WITH SAID NORTHERLY LINE OF SAID BLOCK NORTHWESTERLY 90 FEET;

THENCE NORTHEASTERLY 70 FEET TO POINT OF BEGINNING;

TOGETHER WITH A 10 FOOT STRIP OF ALLEY ATTACHED THERETO AND ABUTTING THEREON, AS VACATED BY ORDINANCE NO. 1627 OF THE CITY OF TACOMA.

SITUATE IN PIERCE COUNTY, WASHINGTON, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

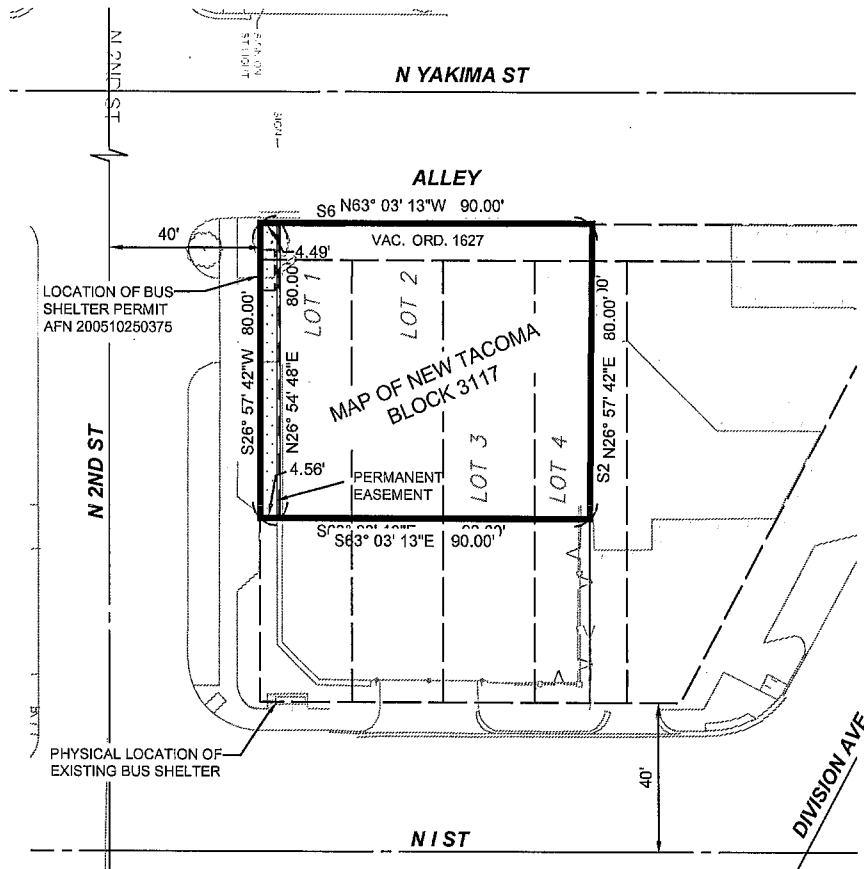
COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL;

THENCE S 63°03'13"E ALONG THE SOUTH LINE THEREOF 4.56 FEET TO A POINT ON THE WESTERLY FACE OF AN EXISTING CONCRETE WALL, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;

THENCE N 26°54'48"E ALONG SAID WESTERLY FACE OF SAID WALL 80.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL, SAID POINT BEING 4.49 FEET FROM THE NORTHWEST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

CONTAINING 362 SQ. FT. MORE OR LESS.

NW 1/4 SE 1/4 SEC 32, T 21 N, R 3 E, W.M.



LEGEND	
	EASEMENT LIMIT LINE
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	PERMANENT EASEMENT
	TCE EASEMENT
	MONUMENT



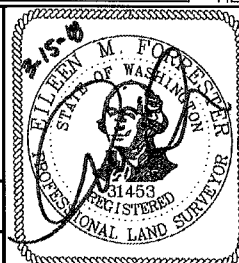
PROJECT DATUM PER SOUND TRANSIT TACOMA LINK SURVEY CONTROL

\* PARCEL AREA IS FROM PIERCE COUNTY ASSESSOR RECORDS AND SUPPLEMENTAL FIELD LOCATIONS



True NORTH

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 7,200 S.F. \*  
PERMANENT ESMT. AREA: 382 S.F.

EXHIBIT "C"  
PARCEL MAP R/W NO. TLE-092

ASSESSOR NO.: 2031170010 DATE: 03/15/2018  
OWNER: CITY OF TACOMA - TPU  
BLOCK NO.: 3117 LOT NO.: 1 THRU 3 / POR. 4  
CITY OF TACOMA PIERCE COUNTY, WA



**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street, M/S O4N-4  
Seattle, WA 98104-2826

---

**TRACTION POWER SUB-STATION EASEMENT (PERMANENT)**

**Grantor(s):** City of Tacoma, Department of Public Utilities, Light Division (d/b/a Tacoma Power)

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Ptn Lots 1-4, Blk 3117, New Tacoma

**Assessor's Tax Parcel No(s):** 2031170021

**ROW No(s):** TLE094

**Grantor Project No:** P2017-086 / E13555

---

**City of Tacoma, Department of Public Utilities, Light Division (d/b/a Tacoma Power)** ("Grantor"), is the owner of real property located in the City of Tacoma commonly known as 818 North 2<sup>nd</sup> Street, Tacoma, and more particularly described in the legal description attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Tacoma Link Extension ("Project").

Grantor and Grantee may collectively be identified herein as the "Parties" or individually as "Party".

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**EASEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby conveys to Grantee, its successors and/or assigns, a permanent Traction Power Substation Easement (the "Easement") within, over, across, and upon the portion of the Property described in the attached **Exhibit "B"**, and depicted in the attached **Exhibit "C"** ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees, may use the Easement Area for the purposes of facilitating construction and operation of the Project including, but not limited to: Installation, operation and maintenance of the Traction Power Substation (TPSS) #2 facility and appurtenances; fence and/or screening wall, if required; access; landscaping; and reconstruction of sidewalk/curb/ramps on the Easement Area and/or adjacent to the Property.

### **3. Terms and Conditions of the Easement.**

**I. Utility.** Grantee hereby acknowledges that a major City of Tacoma power utility facility (aka the Tacoma Power Stadium Substation) is located on the Property, hereinafter referred to as the "Utility." Grantee further acknowledges that the proficient operation of the Utility is required for Grantor to supply a continuous, reliable supply of electricity to the general public. Therefore, Grantor hereby grants this Easement in exchange for Grantee's agreement to be bound by, and comply with, the terms and conditions set forth below.

**A. Restoration.** In the event that any of Grantor's improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, at Grantor's sole discretion and approval, Grantee shall reimburse Grantor all costs reasonably necessary to repair or restore the damaged improvements to a condition as good as or better than that which existed prior to the use.

**B. Access.** Grantor shall have the right to access the Property and Utility at any time as deemed necessary by Grantor for the inspection, operation, repair, maintenance, construction, or reconstruction of the Utility; provided, however, that such access shall not unreasonably infringe upon or interfere with Grantee's use of the Easement as contemplated herein. Grantee shall not damage or impair Grantor's use of existing driveways or Grantor's access to and from the abutting public rights-of-way. Grantor reserves all rights to light, view and air.

Further, as Grantee intends to install a fence and gate enclosure partially upon the Easement Area, and Grantor requires 24-hour-a-day / 7 day-a-week access to the Easement Area and the public right-of-way adjacent thereto, both lying within the proposed enclosure, Grantee shall provide Grantor a lock-and-key system ensuring Grantor unfettered access to the aforesaid areas.

Terms and conditions of access to the public right-of-way adjoining the Easement Area will be negotiated in good faith by the Parties and memorialized in an operating agreement.

**C. Assumption of Risk.** Grantee, its agents, employees, assigns, contractors, customers and/or invitees are subject to the hazards of the operation of the Utility, and Grantee hereby expressly assumes all risk associated with such hazards. Grantee shall use good and reasonable judgment with regard to the type and height of vehicles allowed to access the Easement Area, and in allowing any use of tools which could endanger Grantee's employees, licensees, agents, invitees, or any other person(s). Grantee acknowledges the high voltage transmission lines and equipment on or near the Easement Area and the extreme danger and hazard to life and property associated with such high voltage power lines and equipment. Grantee, its agents, employees, assigns, contractors, customers and/or invitees expressly assume all risks associated with its activities and/or operations around or near said high voltage power lines and equipment. Storage of flammable materials or refueling of vehicles/equipment is prohibited on the Easement Area. Grantor shall not be liable for damage to Grantee's property, facilities, or injury to persons which might occur during Grantee's activities within the Easement Area except to the extent such damage results from the sole negligence of Grantor.

**D. Approval of Plans and Specifications.** Grantee acknowledges that any activities performed within the Easement Area will require plans, specifications and guidelines that must be approved, in writing, by Grantor and in some cases said activities will need to be performed by Grantor's qualified employees and/or contractors, at Grantee's expense. Grantee shall not access the Easement Area for any reason until said plans, specifications, and guidelines and any reimbursement agreements are approved by Grantor in writing. This Easement and the rights granted herein are subject to and conditioned upon the terms and conditions of a Work Order Agreement and any subsequent amendments thereto, to be negotiated and approved in writing by the Parties.

Grantor's review and approval of any activities, plans, specifications, and/or guidelines is not intended as an engineering review/analysis of said activities, plans, specifications, and/or guidelines and all associated implications. It shall remain the sole responsibility of the Grantee to ensure the proposed activity meets all code and permitting requirements. Further, consent and or approval by Grantor of any activities, plans, specifications, and guidelines shall not be deemed consent, authorization, or acknowledgment that Grantee has obtained all required authorizations with respect to such activity or that the proposed activity, plans, specifications,

guidelines, construction, or maintenance are correct, meet professional or engineering standards, are sufficient, or are fit for a particular purpose.

**E. Maintenance.** Grantee shall notify Grantor a minimum four (4) weeks prior to any scheduled maintenance to be performed within the Easement Area that may interfere with Grantor's use or operations. It is agreed that if maintenance schedules result in a use conflict, Grantor's schedule shall prevail. Grantee shall notify Grantor as soon as reasonably practicable if emergency maintenance is required and Grantor shall take reasonable measures to accommodate such emergency maintenance. However, Grantee shall reimburse Grantor for any extraordinary costs incurred to accommodate such emergency maintenance.

**II. Indemnification.** Grantee shall indemnify, defend, and hold harmless Grantor, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising directly or indirectly out of any act or omission of Grantee, its agents, contractors, licensees, invitees or guests and involving the subject matter of this Easement, and the construction, operation, maintenance, repair, and replacement of the improvements on the Easement Area and/or adjacent to the Property. The foregoing shall apply to any and all actual or alleged injury to persons (including death) and/or damage to property, except to the extent such injury or damage results from the fault of the Grantor and its officers, employees, agents or volunteers. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the Grantor.

**III. Environmental Liability.** By accepting this grant of Easement, Grantee assumes no liability for existing site conditions including any Hazardous Substances that may be present on, in, or under the Easement Area prior to the execution of this Easement; except that to the extent Grantee removes any soil, Grantee shall pay for the removal of and disposal of such soil, whether or not it contains Hazardous Substances. Grantee assumes sole liability and shall be responsible for any remedial action costs incurred due to the release, or exacerbation of the release, of Hazardous Substances by Grantee, its officers, agents, employees, volunteers, subcontractors, invitees, licensees, or guests. A "Hazardous Substance" as used in this Easement shall mean the presence of any substance or group of substances around, above, on or in the soil of the Easement Area which, by its presence, triggers a remedial investigation or action, or which requires any excavated materials to be disposed of as anything other than clean fill. The meaning of "Hazardous Substance" shall also include without limitation, any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup. The terms of this Hazardous Substances provision have been mutually negotiated.

**IV. Binding on Successors.** The terms and conditions of this Easement shall constitute real covenants that run with the land and are binding upon the Parties and their heirs, successors and assigns.

**V. Assignment.** Grantee shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement without the prior written consent of Grantor.

**VI. Condition Subsequent.** Upon sixty (60) calendar days' written notice from Grantor, if Grantee defaults in the performance of any covenant or agreement contained in this Easement and fails to cure such performance within that sixty (60) calendar day period or is not diligently working to cure the default, Grantor has the right to enter the premises and cure the default. Grantee shall reimburse Grantor the entire cost and expense of such performance within ninety (90) calendar days of the date of Grantor's invoice.

**VII. Recording and Effective Date.** Grantee will record this Easement in the real property records of Pierce County, Washington. This Easement shall become effective on the date it is recorded by the Pierce County Auditor's Office.

**VIII. No Third Party Beneficiaries.** This Easement shall be for the sole benefit of the Parties hereto, and nothing contained herein shall create a property right or a cause of action in favor of a third party against either Party hereto.

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

**X. Severability.** If any term, condition, or provision of this Easement 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.

**XI. All Writings Contained Herein.** This Easement, together with all exhibits, constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may only be modified by a writing signed by both Parties.

**XII. Applicable Laws; Reasonable Use.** In exercising their rights under this Easement, each Party shall comply with all federal, state, county and municipal statutes, laws, codes, rules, regulations, ordinances, resolutions, permits and/or other requirements of any kind, type or nature whatsoever applicable to their respective uses of the Easement Area. Any use, entrance upon or movement within, over, across, and/or upon the Easement Area by any Party shall be conducted such that it does not damage the Easement Area or any improvements thereon, or unreasonably interfere with the use thereof by the other Party. Grantor and Grantee shall maintain the Easement Area in a clean, neat and orderly manner and will not create or permit any nuisance or waste, or allow the Easement Area to be used for any immoral or unlawful purpose.

**XIII. Disclaimers.** Grantee acknowledges and agrees that Grantor has made no representation as to the present or future condition of the Easement Area and Grantor expressly disclaims any representation or warranties regarding the Easement Area and its suitability for any of Grantee's intended uses.

**XIV. Insurance.** During the term of this Easement, Grantee shall maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

**XV. Condemnation.** This Easement is granted under the threat of condemnation.

**XVI. Taking.** If the Easement Area, or any portion thereof, should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (collectively, "Taking"), this Easement shall terminate as to the portion of the Easement Area taken when the physical taking of the Easement Area occurs and Grantor shall have no liability to Grantee for its loss of use of the Easement Area. If any portion of the Easement Area is subject to a Taking, Grantee may terminate occupation and use of such portion of the Easement Area, but continue use and occupation as to the remaining Easement Area but without abatement of any obligations due Grantor herein.

**{Remainder of Page Intentionally Left Blank}**



P2017-086 GWM / E13555

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Accepted by Central Puget Sound Regional Transit Authority:**

\_\_\_\_\_  
Peter Rogoff, Date  
Sound Transit CEO

**Authorized:**

\_\_\_\_\_  
Chris Robinson, Power Superintendent / COO Date

**Reviewed:**

*for*  *10-31-18*  
\_\_\_\_\_  
Joseph A. Wilson, Date  
Transmission and Distribution Power Section Manager

\_\_\_\_\_  
John Merrell, Date  
Transmission and Distribution Power Section Assistant Manager

\_\_\_\_\_  
Project Lead Date

\_\_\_\_\_  
Jeff Singleton, Chief Surveyor Date

**Form Approved:**

\_\_\_\_\_  
Michael W. Smith, Deputy City Attorney Date

EXHIBIT "A"

R/W NO.TLE-094

ASSESSOR'S NO. 2031170021

CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES

**GRANTOR'S ENTIRE PARCEL:**

THE SOUTHERLY 50 FEET OF LOTS 1 THROUGH 3 AND THE SOUTHERLY 50 FEET OF THE WESTERLY 15 FEET OF LOT 4, BLOCK 3117, MAP OF NEW TACOMA, W.T., ACCORDING TO THE MAP THEREOF FILED FOR RECORD FEBRUARY 3, 1875 IN THE OFFICE OF THE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

EXHIBIT "B"

R/W NO. TLE-094

ASSESSOR'S NO. 2031170021

CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES

PERMANENT EASEMENT

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTHERLY 50 FEET OF LOTS 1 THROUGH 3 AND THE SOUTHERLY 50 FEET OF THE WESTERLY 15 FEET OF LOT 4, BLOCK 3117, MAP OF NEW TACOMA, W.T., ACCORDING TO THE MAP THEREOF FILED FOR RECORD FEBRUARY 3, 1875 IN THE OFFICE OF THE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON;

LYING NORTHWESTERLY OF THE FOLLWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL;

THENCE S 63°03'13"E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 15.56 FEET, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;

THENCE N 26°56'12"E 4.80 FEET TO A POINT ON THE WESTERLY FACE OF AN EXISTING CONCRETE WALL;

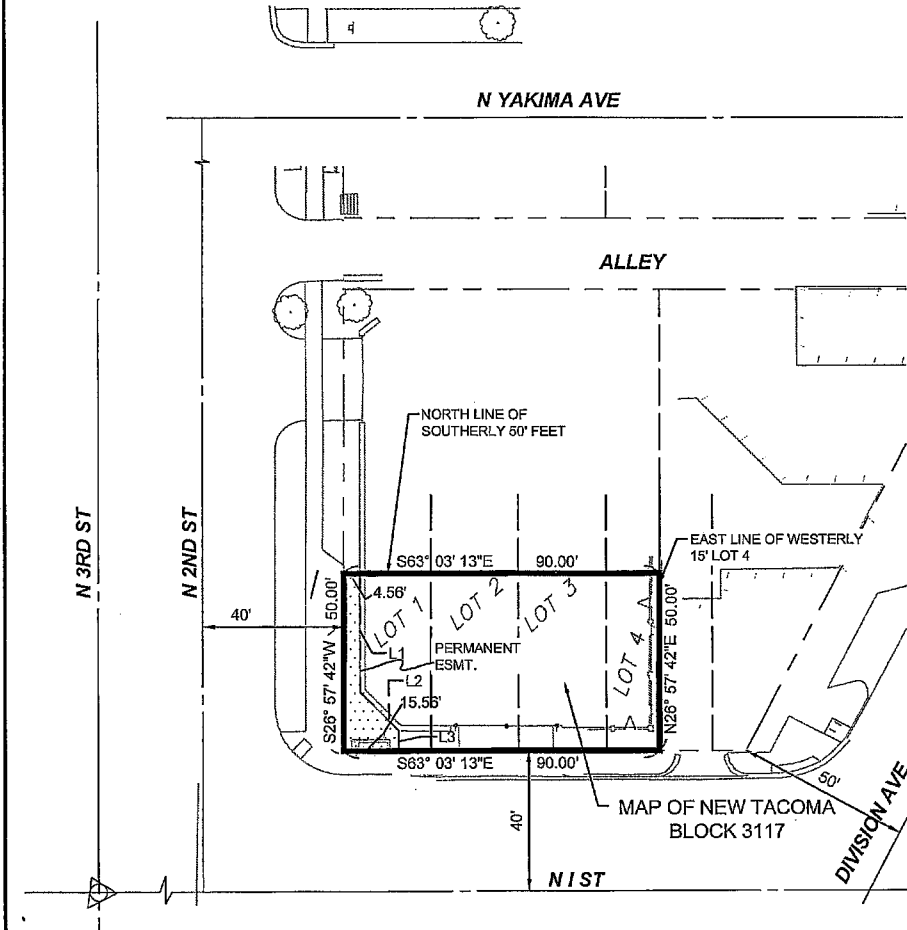
THENCE N 18°06'55"W ALONG SAID WESTERLY FACE 15.53 FEET;

THENCE N 26°56'52"E CONTINUING ALONG SAID WESTERLY FACE 34.24 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL, SAID POINT LYING 4.56 FEET FROM THE NORTHWEST CORNER THEREOF AND BEING THE TERMINUS OF THE HEREIN DESCRIBED LINE.

CONTAINING 341 SQ. FT. MORE OR LESS.



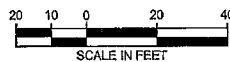
NW 1/4 SE 1/4 SEC 32, T 21 N, R 3 E, W.M.



Permanent Easement Line Table		
Line #	Direction	Length
L1	N26° 56' 52"E	34.24'
L2	N18° 06' 55"W	15.53'
L3	N26° 56' 12"E	4.80'

LEGEND	
	EASEMENT LIMIT LINE
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	PERMANENT EASEMENT
	TCE EASEMENT
	MONUMENT

PROJECT DATUM PER SOUND TRANSIT TACOMA LINK SURVEY CONTROL



\* PARCEL AREA IS FROM PIERCE COUNTY ASSESSOR RECORDS AND SUPPLEMENTAL FIELD LOCATIONS



**True NORTH**

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 4,500 S.F.  
PERMANENT EASEMENT AREA 341 S.F.

EXHIBIT "C"  
PARCEL MAP R/W NO.TLE--094

ASSESSOR NO.: 2031170021 DATE: 03/15/2018  
OWNER: CITY OF TACOMA  
BLOCK NO.: 3117 LOT NO.: 1 THRU 4  
CITY OF TACOMA PIERCE COUNTY, WA

November 14, 2018

MOTION

I hereby move that the following motion be approved:

18-15. That upon concurrence by the City Council, the Director of Utilities is hereby authorized to settle the property damage claim of Union Pacific Railroad, for damage to two locomotives on or about March 25, 2018, in the total amount of \$54,248.64.



## RESOLUTION NO. U-11042

A RESOLUTION related to a Collective Bargaining Agreement between the City of Tacoma and the District Lodge #160 on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Rail Mechanics Unit.

WHEREAS the City and District Lodge #160, on behalf of Local Lodge #297, of the International Association of Machinists and Aerospace Workers, Rail Mechanics Unit ("Union"), have negotiated a proposed Collective Bargaining Agreement ("Agreement"), and

WHEREAS the Agreement covers approximately 16 budgeted positions at Tacoma Rail and covers the years 2018-2020, and provides for a wage increase in each year of the agreement, and

WHEREAS the Agreement includes a 3 percent wage increase retroactive to January 1, 2018; effective January 1, 2019, wages will increase by 3.6 percent, and the classification of Railway Shop Worker (CSC 7142) will receive an additional \$1.00 per hour at top step; and effective January 1, 2020, wages will increase by 3 percent, and

WHEREAS, other significant provisions of the Agreement include: a change from a reimbursement to an annual allowance for safety related footwear; an increase to the meal reimbursement rate to \$15.00 per meal; and an increase of the rate paid for standby assignments to \$3.00 per hour; and employees hired after the ratification date of the Agreement will not be eligible for longevity pay, and



1  
2 WHEREAS the Agreement also commits Tacoma Rail to withdraw  
3 affected members from the Western Metal Industry Pension Fund ("WMIPF"),  
4 and assume all withdrawal liabilities in accordance with plan procedures and  
5 applicable law, which liabilities are estimated to be in a range of \$5,430,000 for  
6 a one-time payment or \$95,000 a year for 20 years, and

7 WHEREAS the final amounts will be determined by WMIPF and  
8 presented in an estimate of withdrawal payment schedule following a formal  
9 extrication notice to the trustees, and Rail has included an amount in its budget  
10 to cover the projected annual payment amount, and

12 WHEREAS it now appears in the best interest of the City that the  
13 proposed Agreement negotiated by said Union and the City be approved; Now,  
14 therefore,

15 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

16 That said proposed Collective Bargaining Agreement ("Agreement")  
17 between the City of Tacoma and District Lodge #160 on behalf of Local Lodge  
18 #297 of the International Association of Machinists and Aerospace Workers,  
19 Rail Mechanics Unit, is approved, and the Council of the City of Tacoma is  
20 requested to concur in the approval and pass an implementing pay and  
21 compensation ordinance, and authorize the proper officers of the City to  
22 execute and implement the said Agreement substantially in the form as on file  
23 with the Clerk of the Board, to be approved by the City Attorney, including the  
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necessary documents that need to be executed to withdraw the bargaining unit from the Western Metal Industry Pension Fund.

Approved as to form and legality:

Chair

*R. C. Merrill*  
Chief Deputy City Attorney

Secretary

Clerk

Adopted

of November 14, 2018

**REQUEST FOR RESOLUTION**

Date November 7, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

## 1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorizing approval of a collective bargaining agreement negotiated between the City of Tacoma and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Rail Mechanics Unit.

## 2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

This resolution recommends approval of the 2018-2020 Collective Bargaining Agreement with the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Rail Mechanics Unit, on behalf of the employees represented by said Union.

The agreement covers approximately 16 budgeted, full-time equivalent positions within Tacoma Public Utilities/Tacoma Rail. The agreement is anticipated to be scheduled for consideration by the City Council as a Resolution on December 11, 2018.

## 3. Summarized reason for resolution:

The resolution will recommend the execution and implementation of the 2018-2020 Collective Bargaining Agreement with the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Rail Mechanics Unit., on behalf of those employees represented by said union.

Also, at the request of labor, there is a provision in this collective bargaining agreement committing Tacoma Rail to withdraw affected members from the Western Metal Industry Pension Fund (WMIPF), and assume all withdrawal liabilities in accordance with plan procedures and applicable law. Based on information currently available, Rail anticipates the associated cost for covered members of the withdrawal liability to be in a range of \$5.43M for a one-time payment and \$95K a year for twenty years (\$1.9M). Rail has included an amount in its budget to cover the annual payment amount. These are estimated figures, the final amounts will be determined by WMIPF and presented in an estimate of withdrawal payment schedule following an extrication notice to the trustees.

## 4. Attachments:

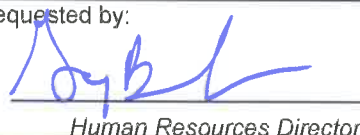
- a. Collective Bargaining Agreement
- b. Financial Impact Memorandum
- c. Letter from Jackie Flowers, Director of Utilities

5. ☒ Funds available ☐ Proposed action has no budgetary impact6. Deviations requiring special waivers: ☐ None

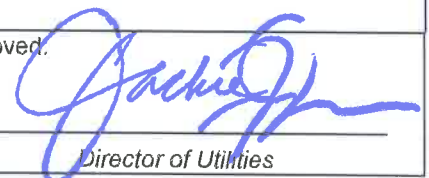
Originated by:

  
Section Head

Requested by:

  
Human Resources Director

Approved:

  
Director of Utilities



TACOMA PUBLIC UTILITIES  
3628 South 35th Street  
Tacoma, Washington 98409-3192

November 7, 2018

To the Chairman and Members of the Public Utility Board  
And  
To the Mayor and Members of the City Council

The Management Negotiating Team recommends adoption of the proposed 2018-2020 collective bargaining agreement negotiated between the City of Tacoma and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Rail Mechanics Unit. The agreement covers approximately 16 budgeted full time equivalent (FTE) positions located at Tacoma Public Utilities/Tacoma Rail. The agreement is anticipated to be considered by the City Council as a resolution on December 11, 2018.

The agreement covers three years, and provides for a wage increase in each year of the agreement. Effective retroactive to January 1, 2018, wages for the bargaining unit will increase by 3 percent. Effective January 1, 2019, wages will increase by 3.6 percent, and the classification of Railway Shop Worker (CSC 7142) will receive an additional \$1.00 per hour at top step; and effective January 1, 2020, wages will increase by 3 percent. The financial impact statement provided addresses only the wage impacts.

Other significant changes in the agreement include a change from a reimbursement to an annual allowance for safety related footwear; an increase to the meal reimbursement rate to \$15 per meal; and an increase to the rate paid for standby assignments to \$3.00 per hour. In addition, employees hired after the ratification date of the agreement will not be eligible for longevity pay.

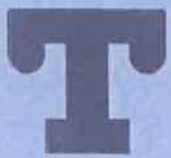
At the request of labor, there is also a provision in this collective bargaining agreement committing Tacoma Rail to withdraw affected members from the Western Metal Industry Pension Fund (WMIPF), and assume all withdrawal liabilities in accordance with plan procedures and applicable law. Based on information currently available, Rail anticipates the associated cost for covered members of the withdrawal liability to be in a range of \$5.43M for a one-time payment and \$95K a year for twenty years (\$1.9M). Rail has included an amount in its budget to cover the annual payment amount. These are estimated figures, the final amounts will be determined by WMIPF and presented in an estimate of withdrawal payment schedule following an extrication notice to the trustees.

It is recommended that the Public Utility Board and the City Council take the necessary approving action.

Very truly yours,

Jackie Flowers  
Director of Utilities





**TACOMA PUBLIC UTILITIES**

3628 South 35th Street

Tacoma, Washington 98409-3192

To: Katie Johnston, Budget Manager  
From: Jim Sant, Deputy Director for Administration, Management Services  
Date: November 7, 2018  
Subject: Fiscal Impact of IAM Mechanics Unit Wage Increase for 2018-2020

**Background:**

A tentative agreement between the City of Tacoma and the International Association of Machinists and Aerospace Workers, Mechanics' Unit, has been reached for a new successor collective bargaining agreement for the years 2018-2020. This agreement affects 14 current employees and 16 budgeted FTEs for 2019 and 2020.

**Financial Impact:**

- Effective January 1, 2018 and retroactive exclusively for bargaining unit members employed upon the date of the Union's ratification of this Agreement, the hourly wages shall increase by the amount equal to three (3%) percent.
- Effective January 1, 2019 and retroactive exclusively for bargaining unit members employed upon the date of the Union's ratification of this Agreement, the top step hourly wage shall increase by the amount equal to three and six tenths (3.6%) percent. The Railway Shop Worker classification (71420) shall receive an additional one dollar (\$1.00) per hour increase applied to the top step after calculation of the across the board wage adjustment.
- Effective January 1, 2020, the hourly wages shall increase by the amount equal to three (3.0%) percent.

Department	2018 FTE	2018 Incremental Expense	2019 Incremental Expense	2020 Incremental Expense	Total Incremental Expense
Tacoma Rail	14	\$36,968	\$57,406	\$45,576	\$139,950

Concur:

  
Jackie Flowers, Director of Utilities, CEO



2018 - 2020  
AGREEMENT  
BY AND BETWEEN  
THE  
CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
TACOMA RAIL DIVISION  
AND  
DISTRICT LODGE #160, ON BEHALF OF LOCAL LODGE  
#297  
AND  
THE IAM AND AW  
TACOMA RAIL MECHANICS UNIT

\*Per the Railway Labor Act no Section 6 notice can be served prior to July 1, 2020 for an effective date of January 1, 2021.

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AND  
THE IAM AND AW  
TACOMA RAIL MECHANICS UNIT

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2018 - 2020

AGREEMENT

By and Between

The

CITY OF TACOMA

DEPARTMENT OF PUBLIC UTILITIES

TACOMA RAIL DIVISION

And

DISTRICT LODGE #160 on behalf of LOCAL LODGE #297 and

THE IAM and AW

TACOMA RAIL MECHANICS UNIT

THIS AGREEMENT is between the CITY OF TACOMA, Department of Public Utilities, Belt Line Division, dba Tacoma Rail (hereinafter called the Carrier) and DISTRICT LODGE #160 on behalf of LOCAL LODGE #297 and THE IAM AND AW (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

The Carrier and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the Carrier. This Agreement has been reached through the process of collective bargaining under the Railway Labor Act with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the Carrier and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

ARTICLE 1 – SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, the City charter, and City ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, City charter, or City ordinances are paramount and shall prevail.

It is also understood that provisions of Federal Railway Labor Act govern the relationship of the parties in some instances and where such is the case, the parties recognize that said Federal laws shall prevail and govern.

## ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Union as the exclusive collective bargaining representative at Tacoma Rail for the purposes stated in the Railway Labor Act, as last amended, of all employees employed within the bargaining unit defined by the classifications listed in Appendix A to this Agreement, except those employees specifically excluded in Appendix A.

## ARTICLE 3 – JOINT LABOR COMMITTEE

Section 3.1 It is the intent of the Union to carry out its collective bargaining responsibility as a member of the Joint Labor Committee, an organization consisting of various unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by the Joint Labor Committee or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the City and the Joint Labor Committee shall have the same effect as notices directly between the parties to this Agreement.

Section 3.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Labor Committee to affect this end.

## ARTICLE 4 – UNION MEMBERSHIP AND DUES

### Section 4.1

The City agrees to deduct from the paycheck of each employee who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be in writing and may be revoked by the employee upon request and the Union so notified. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof.

There shall be no retroactive deduction of union dues.

The Union shall notify the Carrier thirty (30) days in advance of any change in dues deduction.

Section 4.2 The Union agrees to indemnify and save the Carrier harmless against any liability which may arise by reason of any action taken by the Carrier to comply with the provisions of this Article.

Section 4.3 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 4.4 The Carrier recognizes and will not interfere with the right of their employees to become members of the Union and agrees there shall be no discrimination, interference, restraint or coercion by the Carrier against any employee because of his/her membership in the Union.

## ARTICLE 5 – GRIEVANCES

For purposes of this Article 5 – Grievances the term “day” refers to a calendar day.

Section 5.1 Grievance is hereby defined as an alleged violation of a specific provision or provisions of this Agreement submitted by or on behalf of the employee involved to the Carrier authorized to receive same, within sixty (60) days of the alleged violation, or the date on which the grieving party should reasonable have known of the alleged violation. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon as the appropriate order of contact:

- Step 1 Employee raises grievance with his/her immediate supervisor or Union representative raises grievance with the Carrier official most immediately involved (written communication not required).
- Step 2 The employee and/or his/her Union representative shall, as soon as possible but not later than sixty (60) days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to immediate supervisor, or the Carrier official most immediately involved. The supervisor or official shall within sixty (60) days, record his/her disposition in written detail, returning same to the Union representative and the employee.
- Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within sixty (60) days of receipt of the supervisor’s disposition take up the matter with the Tacoma Rail Superintendent, or his/her designated representative (with a copy to the City’s Labor Relations Office). Management shall, within sixty (60) days of receipt of the grievance, and after consulting with the Human Resources Director, or his/her designated representative, respond in writing to the Union representative and employee. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 5.2 Grievances not resolved may be referred to the following processes by the Union. Within sixty (60) days following completion of the steps listed, the Union shall give notice of its intention to pursue disposition of the grievance before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement, that has been agreed to by the parties hereto as provided in Section 3 of the Railway Labor Act. Any decision by the tribunal shall have no power to add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the terms of this Agreement.

Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own representatives, witnesses, and attorney’s fees. The Union and the Carrier shall share equally in the cost of services from the neutral arbitrator or tribunal. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

Section 5.3 It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

## ARTICLE 6 – WORK STOPPAGE

The Carrier and the Union agree that the public interest requires the efficient and uninterrupted performance of all Carrier services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with Carrier functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the Carrier.

## ARTICLE 7 – MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Carrier to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Carrier has not specifically abridged, delegated, or modified by this Agreement are retained by the Carrier, including but not limited to the right to contract for services of any and all types.

The direction of its working force is vested exclusively in the Carrier. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the Carrier; (f) determine the methods, means, and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with the provisions of the Railway Labor Act as amended, state or federal law or this labor Agreement.

The Carrier retains the right to evaluate the employees' performance in a manner consistent with Employee Development Performance Review (EDPR) program. The EDPR may not be used as a basis for initiating discipline or delaying a scheduled pay increase, consistent with the provisions of the 2008-2012 collective bargaining agreement between the City of Tacoma and Tacoma Joint Labor Committee.

## ARTICLE 8 – UNION ACTIVITIES

Section 8.1 Authorized representatives of the Union may, after notifying the Carrier official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. Carrier work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 8.2 A member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her lawful acts as such officer of the Union. Further, it is mutually agreed that there shall be no discrimination based upon union membership or union activity.

Section 8.3 – Steward's Right to Process Grievances Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation, and settlement of employee grievances, subject to the following conditions:

- A. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall report back to his/her supervisor upon return to work.
- B. The Union shall furnish the Carrier with a written list of its stewards immediately after his/her designation and promptly notify the Carrier of any change in such stewards; provided that the number shall not exceed one (1) steward.

Section 8.4 Union Stewards shall not be unreasonably denied layoff privileges for the purpose of attending to Union business. However, layoff must be requested of and approved by Carrier official as far in advance as possible. Requests or demands for layoff on short notice may be denied due to customer/Carrier work needs.

Section 8.5 A shared pool of up to eighty (80) hours per year of layoff privileges will be extended to the bargaining unit for purposes of Union training, conferences and conventions. In no case will the total of eighty (80) hours per year be exceeded except by mutual agreement between the Carrier and the Union.

Section 8.6 – Negotiating Allowance: The Carrier shall pay for one (1) employee representative (on the Union negotiating committee), the regular basic daily rate of pay for each regular service performed day spent in formal negotiations between Management and the Union, up to a maximum of six (6) meetings.

## ARTICLE 9 – SAFETY STANDARDS

Section 9.1 All work shall be done in a competent and professional manner.

Section 9.2 The Carrier and the Union mutually agree that those applicable safety standards as outlined in federal, state, city, customer and department regulations legally binding upon the Carrier shall be complied with, including RULES book, bulletins and standards. Knowledge of aforementioned safety standards may be periodically examined.

An employee previously certified on Rules who fails to pass a subsequent Rules examination will be given a second Rules examination before being withheld from service.

It is recognized by the Parties signatory to this agreement that the Carrier retains existing rights to conduct Rules review, safety classes, and training classes during assigned working hours without additional pay.

Section 9.3 The Carrier will make every effort to comply with applicable safety codes as set forth in federal and state law, and employees shall cooperate in the use of all safety devices. All toilets, lunchrooms, and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated with the management in the maintenance of a generally well-kept shop and in the proper use of sanitary facilities.

Section 9.4 Carrier agrees to provide up to \$200.00 reimbursement for the purchase of rain gear once every two (2) years. Early replacement is contingent upon the employee turning in the rain gear which has been damaged or torn while on duty making the rain gear ineffective,.

Section 9.5 All safety equipment required by the Carrier is to be furnished by the Carrier.

Section 9.6 Locomotive Mechanics and the Railway Shop Workers employed at Tacoma Rail will wear appropriately maintained safety-toed work boots. Employees will receive a boot allowance of three hundred and fifty dollars (\$350) annually toward this purchase on the first pay date in January of each year, effective following ratification of this agreement.

Section 9.7 Beginning January 1, 2019, new employees hired after the first pay cycle in January will miss eligibility for the allowances detailed in section 9.6. In lieu thereof, these employees will be eligible for reimbursements (upon presentation of receipt) of \$250 for safety-toed boots.

Section 9.8 Once each year, and at the Shop Steward's request, labor and management will meet to review all Material Data Safety Sheets with applicability to the bargaining unit for the purpose of ensuring compliance with safe handling requirements for hazardous materials.

## ARTICLE 10 – WORKING CONDITIONS

Section 10.1 – Personal Time Off (PTO) Employees hired after January 1, 2003 who become covered by this agreement shall be subject to the provisions of the Personal Time Off plan.

The provisions of the Personal Time Off plan as outlined in Section 1.12.248 of the Tacoma Municipal Code state, in part:

### A. Rate of accrual of Personal Time Off.

1. Employees who elect to transfer from their present vacation and sick leave plans to the Personal Time Off plan during a designated enrollment period shall accrue Personal Time Off hours for each biweekly pay period in which he or she has been in paid status, pursuant to the following schedule based on aggregate City service. The Personal Time Off plan is in lieu of vacation and sick leave plans.

Completed Years of Service	No. of 8-Hour Days per Year	Hours per pay period
0 through 3 years	18	5.54
4 through 7 years	21	6.46
8 through 13 years	23	7.08
14 through 18 years	26	8.00
19 years	27	8.31
20 years	28	8.62
21 years	29	8.92
22 years	30	9.23
23 years	31	9.54
24 years	32	9.85
25 years	33	10.15
26 years	34	10.46
27 years	35	10.77
28 or greater years	36	11.08

2. Employees shall accrue Personal Time Off prorated on the number of hours in paid status in each pay period. The appropriate biweekly accrual shall be credited for each biweekly pay period in which the employee is in paid status. Personal Time Off accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed.



Eligible employees who are on military leave of absences for active training or for inductive purposes shall accrue Personal Time Off.

3. No employee shall earn more Personal Time Off in any one calendar year than the above stipulated days and new employees shall accrue Personal Time Off based on the above schedule beginning from the date of his or her appointment.

B. Permissible use of Personal Time Off accruals.

1. Use of Personal Time Off. Personal time off shall be taken in tenths (0.10) of an hour increments.

2. Planned Use of Personal Time Off. Personal Time Off requests may be required in writing and the appointing authority, or his or her designee, shall consider the request and shall approve or deny it.

3. Unplanned Use of Personal Time Off.

For purposes of this agreement unplanned personal time off is defined as a request which is received by the supervisor with less than seventy-two (72) hours' notice.

Personal Time Off may be used without prior approval for employee or family emergencies including when the employee's assigned City work location has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed by order of a public official. If an advance written request is not possible, the employee shall notify his or her supervisor of the need for and the request of the time off prior to the beginning of his/her shift. An employee must keep his or her department head informed of his/her condition if unplanned use of Personal Time Off is of more than four working days in duration. Unplanned use of Personal Time Off which does not qualify for mandatory paid sick leave and which interferes with job performance or City operations may subject the employee to corrective action.

4. Employee is allowed to use any or all of the employee's choice of sick leave or Personal Time Off to provide care for a family member with a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. For purposes of this section, "family member" means any of the following:

- a. A child, including a biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to an employee when the employee was a minor child.
- c. A spouse.
- d. A registered domestic partner.
- e. A grandparent.
- f. A grandchild.
- g. A sibling.

Sick leave or Personal Time Off may be used when the employee's assigned City work location has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed by order of a public official.

5. Permissible Cash-out of Accrued Personal Time Off, consistent with TMC 1.12.248.

a. An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December), but who has used less than 80 hours of planned Personal Time Off during the same calendar year, may, in January of the following year, submit in writing, on the form provided by and available in the Human Resources Department, a request for a payment equal to 90 percent of the cash value of up to 40 hours of accrued Personal Time Off.

b. An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December) and who uses at least 80 hours of planned Personal Time Off during the same calendar year may, in January of the following year, submit in writing, on the form provided by and available in the Human Resources Department, a request for a payment equal to 90 percent of the cash value of up to 80 hours of accrued Personal Time Off.

c. For any request submitted pursuant to subsections a or b above, the cash value of the Personal Time Off shall be based on the rate for the classification in which the employee is working at the time the request is made. The 10 percent balance of the cash value not so paid under either option set forth above shall be paid into the Employee Benefit Trust Fund.

C. Maximum accrual of Personal Time Off.

1. Each employee may accrue a maximum of 960 hours of Personal Time Off.

2. If the appointing authority, or his or her designee, denies an employee's request for Personal Time Off and the denial would result in the employee's accrual exceeding the maximum, allowed the employee shall not lose the accrual at that time. The employee shall have up to 90 days to use the excess accrual.

D. Compensation upon separation from City service.

1. Upon separation from City service, the City shall pay an employee the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he or she was working in on the date of separation.

2. Upon the death of an employee, the City shall pay the appropriate beneficiary the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he or she was working in on the date of death.

E. Conversion of vacation accruals. Employees converting to the Personal Time Off plan who currently have vacation accruals will have those accruals converted to Personal Time Off on an hour for hour basis (1:1).

F. Conversion of sick leave accruals. Employees converting to the Personal Time Off plan who currently have sick leave accruals must specify one of the following options: (1) placing accruals in a sick leave bank; (2) converting accruals to Personal Time Off; or (3) a combination thereof, as set forth below.

1. Sick Leave Bank.

a. Accrued sick leave as of the last pay period, after a designated enrollment period, may be placed into a sick leave bank.

b. Use of Sick Leave Bank. An employee may choose to use sick leave from this bank for any reason specified in Sections 1.12.230 and 1.12.232 of the Tacoma Municipal Code, after an absence of more than three consecutive days.

c. Depletion of Sick Leave Bank. Employees do not accrue any additional sick leave after the conversion to the Personal Time Off plan. Once the sick leave is used from the sick leave bank, the leave used shall not be replenished.

d. Cash Out of Sick Leave Bank.

(i) Separation from City service due to death or retirement for disability or retirement based on length of service shall be compensated to the extent of 25 percent of an employee's sick leave accrual in his or her sick leave bank at the rate for the classification in which he or she was working in at the date of separation subject to the provisions of Section 1.12.229 of the Tacoma Municipal Code (VEBA).

(ii) Separation in good standing from City Service for any other reason shall be compensated to the extent of 10 percent of an employee's sick leave accruals up to a maximum of 120 days at the rate for the classification in which he or she was working in at the date of separation.

2. Conversion of Sick Leave to Personal Time Off. An employee who converts to Personal Time Off during a designated enrollment period may elect to convert sick leave accruals as of the last pay period after a designated enrollment period to Personal Time Off using a ratio of 24 hours of sick leave to 8 hours of Personal Time Off (3:1) up to a combined (current vacation accruals and converted sick leave) maximum of 720 hours of Personal Time Off.

3. Combination. An employee may elect to convert some, but not all, of his or her sick leave to Personal Time Off. Any sick leave not specifically converted during a designated enrollment period will be placed in a sick leave bank as set forth above.

Section 10.2 – On-the-Job Injury Any Tacoma Rail employee injured on the job shall elect (1) whether to be reimbursed for medical expenses and time loss by the Carrier under Chapter 1.12 of the Tacoma Municipal Code, on a full release basis, or (2) through the provisions of the Federal Railroad Retirement Act, or (3) the Railroad Federal Employers' Liability Act. The Carrier, in the event the employee elects to proceed under alternate (2) on demand and proper invoice shall reimburse the Railroad Retirement account for such costs so expended from said account on the employee's behalf. In the event the employee elects to proceed under alternate (3), the Carrier shall be credited with an offset for any such costs expended on behalf of the employee. Any PTO used under alternates (1) and (2) shall be reinstated to the extent of that credited and accumulated prior to such injury but not to exceed ninety (90) days in total.

Section 10.3 – Holidays This Section supersedes specific provisions of Section 1.12.210 of Tacoma Municipal Code and Section 6.12 of the Tacoma Joint Labor Agreement with which it conflicts. Where this Agreement is silent, the holiday rules of the Tacoma Joint Labor Agreement and Tacoma Municipal Code shall control. Employees covered by this Agreement shall be provided or compensated for the following holidays in accordance with the provisions of this section::

New Year's Day (January 1)

Memorial Day (last Monday in May)

Fourth of July

Labor Day (1st Monday in September)

Thanksgiving Day (4th Thursday in November)

The day immediately following Thanksgiving Day

Christmas Eve Day (December 24)

Christmas Day (December 25)

All holidays shall be observed on the day in which they fall.

An employee shall receive eight (8) hours of straight time pay for the holiday provided he/she is in paid status on both the regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday following the holiday.

When a holiday falls on an employee's rest day, s/he may request the preceding or following day off as unpaid. Subject to Management discretion and based upon staffing requirements, the employee may be allowed to take an alternate day off as unpaid within the same pay period as the holiday. In the event two or more requests are received for the same day, seniority shall prevail.

In the event sufficient Locomotive Mechanics and Railway Shop Workers are available for service as determined by Management, and no additional expense will accrue to the Carrier, the requirement that a Locomotive Mechanic or Railway Shop Worker performs service on his/her workdays immediately preceding and following such holiday as defined in Section 10.3 may be waived.

NOTE: Carrier and Union agree that mechanics and shop workers shall be asked in seniority order to work on a designated holiday in the above paragraph. In the event no senior mechanic or senior shop worker desires to work and Carrier still requires their service, the junior mechanic and the junior shop worker may be forced. In any event all service performed on one of the holidays listed above shall be two (2x) times the employee's regular rate of pay.

Floating Holidays In addition to the days listed above, eligible employees shall receive four (4) additional paid holidays per calendar year for which time off shall be mandatory. When combined with recognized holidays above, this constitutes a total of 12 holidays per year, equivalent to that provided by the Tacoma Joint Labor Agreement. An employee will receive eight (8) hours of straight time pay for the floating holiday. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the Carrier for more than four (4) months as a regular, probationary, or appointive full-time employee during the calendar year of entitlement. Such additional holidays shall be scheduled so as to meet the operating requirements of the Carrier and, as far as practicable, the preferences of the individual employees. The floating holiday may not be taken without prior approval of the appointing authority. Floating holidays must be taken in the same calendar year in which they are earned. Upon separation from the City service, an employee shall not be eligible for compensation for any unused floating holidays.

Section 10.4 – Benefits Medical, dental, hospital and disability insurance shall be as provided in Section 1.12.095 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 10.5 – Life Insurance Group life insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is equal to one times his/her annual salary, rounded to the next highest thousand dollars.

Section 10.6 – Jury Duty Leave of absence for jury duty and payment therefore shall be as provided in Section 1.12.250 of the Tacoma Municipal Code.

## ARTICLE 11 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2018 to and including December 31, 2020, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto under the provisions of the Railway Labor Act as amended. It is the intent of the parties to this Agreement that a Section Six Notice for change or modification shall not be submitted prior to July 1, 2020 to be effective no sooner than January 1, 2021.

## ARTICLE 12 – NON-DISCRIMINATION

Section 12.1 It is mutually agreed that there shall be no discrimination against any and all classes protected under federal, state or local laws, including but not limited to: race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability (which does not prevent proper performance of the job) unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

Whenever words denoting the masculine gender are used, they are intended to apply equally to either gender.

Section 12.2 It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in Personnel Management Policy #130.

## ARTICLE 13 – HOURS OF WORK; OVERTIME; AND SHIFT ASSIGNMENTS

### Section 13.1 – Shift Assignments

- A Employees working the day shift shall be present at the work location for a period of eight and one-half (8 ½) hours. One-half (½) hour shall be allowed for a lunch break. Swing shift employees shall be present at the work location for a period of eight (8) hours. One-half (½) hour shall be allowed for a lunch break. One 15 minute break will be allowed for within the first four hours of the shift and another 15 minute break within the last remaining four hours of the shift. The parties understand that variable schedules may be necessary and permitted, provided that day shift employees remain at the work premises for eight and one-half (8 ½) hours. Any hours worked exceeding the regular workday as set forth hereinabove, or by an employee outside of his/her regularly scheduled shift, should be considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code.

The employee scheduled for blue flag protection shall observe the designated lunch period between the hours of 11:30 – Noon. If the employee is required to drop the blue flag during the lunch period, the employee shall be entitled to thirty (30) minutes at the overtime rate of pay for the last thirty (30) minutes of the eight and one-half (8 ½) hour shift as described above.

NOTE: Interpretation of Paragraph A –Carrier and Union agree that an employee voluntarily changing their work shift would only be entitled to overtime rate of pay for those hours exceeding 8 hours daily or 40 hours weekly. If no employee volunteers, the least senior employee available for the shift requiring coverage shall be forced from their currently assigned shift and be paid at the overtime rate of pay, as specified in paragraph C.5 of this Article.

- B The Union recognizes that changes in operations or workload may necessitate changes in hours of work and days off. The alternate work schedule assignment to shifts will be done by seniority bid. Any newly established schedule will include two consecutive days off should alternate schedules be established.

All assignments shall be offered for seniority choice the week of January 1<sup>st</sup> April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year. It is understood this provision shall not eliminate bulletining of assignments required under the Agreement.

Note: The above shall be considered as complied with if the bid is received during the week but not later than 3:00 PM on the last Friday preceding the dates set forth, Employees are required, in seniority order, to designate orally the regular assignment of their choice on a quarterly basis, subject to other provisions of this agreement. Assignment designations shall be effective at 12:01 AM of the Monday following the date choice is made. Employees absent during the bulletin period shall be allowed one (1) day after they report for duty, to exercise seniority on assigned days off advertised or requested during their absence.

**C Assigned Shifts:**

1. Seniority shall determine job placement. Senior bidder shall be assigned. In the event no bids are received, the mechanic with the least seniority shall be assigned.
2. All jobs will be bid for 24 hours as measured from 8:00 AM to 8:00 AM, excluding Saturday, Sunday and Holidays in advance of the bid award or assignment. Bids posted on Friday will be awarded on Monday unless Monday is a holiday.
3. All jobs cancelled, annulled or abolished require a 48 hour notification in advance of change.
4. An employee with a regular assignment who takes another assignment, shall take the conditions of that assignment. If this results in the employee working more than five (5) days in the period starting with the first day of the employee's old work week and ending with the last day of the employee's new work week, such day or days shall be paid at straight-time rate.
5. An employee forced to perform service outside his assigned shift will receive the overtime rate of pay. Training conducted at the employee's request and on a regularly scheduled work day which requires a shift change will be paid at the regular straight-time rate of pay
6. Employees assigned other than day shift shall be entitled to a 30 minute meal period during their 8 hour shift with no deduction of pay. (Also recognized as shift differential.)
7. Bid information is required to include, but not limited to the following:
  - a. Bid number;
  - b. Shift and rest days;
  - c. Hours of work; and
  - d. Affected employee, where applicable.
8. It is recognized that a relief position may be assigned different shifts on different days but relief position(s) shall be assigned two (2) consecutive days of rest.
9. In the event of a shortage of employees to meet the staffing requirements on any shift, the employer will first request volunteers to meet the staffing requirements. In the event there are no volunteers, the least senior available mechanic(s) will be assigned. Employees will generally be provided with a minimum of 8 consecutive hours off between shifts, unless voluntarily waived by the employee. An employee may be released from work early without pay in order to provide for required periods of rest.

Section 13.2 – Meal Reimbursement: When the nature of overtime work or emergency work is such that employees cannot be relieved or cannot leave the job to obtain a meal, a meal will be provided by the Carrier and brought to the employees, if so requested.

- A. An employee working non-scheduled overtime (including call backs) at least two (2) hours before or beyond his/her regular shift and at four (4) hour intervals thereafter shall be eligible for a meal reimbursement of \$15.00.

EXAMPLE:	Over 2 hours to 6 hours	\$15.00 maximum
	Over 6 hours to 10 hours	\$30.00 maximum
	Over 10 hours to 14 hours	\$45.00 maximum

- B. Employees will not be eligible for meal reimbursement when working scheduled overtime on their regularly scheduled days off.

#### Section 13.3 – Call Backs, Short-Notice Layoffs and Standby

- A. All call backs shall be paid as provided in Section 1.12.080 of the Compensation Plan. As provided in that section, a minimum of two (2) hours shall be paid at the overtime rate by reason of the call back. Additionally, the parties agree that a penalty for travel time, computed at the rate of thirty (30) minutes at time and one-half the employee's regular salary, shall be paid each way to and from work. If such a penalty is paid, the combined total of one (1) hour used to compute that penalty shall count toward fulfilling the two (2) hour guarantee set forth above.
- B. In the event it becomes necessary for the Carrier to fill a vacancy due to a short-notice layoff, Carrier shall make calls in seniority order. The parties agree that a fifteen (15) minute response time from the time each call is placed is a reasonable amount of time for an employee to respond. The most senior employee to respond within their fifteen (15) minute window shall be considered responsible for protecting that shift.
- C. Employees assigned to standby shall receive three dollars (\$3.00) per hour for those hours so assigned. Standby shall not be paid when an employee is called in to work. Employees on standby will be required to carry a pager or be available by phone. Assignment for standby time and scheduled overtime will be done by a voluntary system. Qualified employees who volunteer will be assigned on a rotating system. In the event no volunteers are available, then management reserves the right to assign employees in a reverse order of seniority. Employees working a call-out shall be allowed an eight (8) hour rest break, if desired, before returning to their regular shift.
- D. In Labor Management meetings to be commenced following ratification of this Agreement, the parties will meet and confer to develop a system for assignment of Standby duties to qualified employees to address mechanical issues during periods in which insufficient staffing is otherwise available.

#### ARTICLE 14 – LOCOMOTIVE MECHANIC TRAINEE PROGRAM

Carrier and Union agree through labor management process to develop a locomotive mechanic trainee program.

#### ARTICLE 15 – SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

#### ARTICLE 16 – DISCIPLINE

## Section 16.1 – General Requirements

- A. It is understood that the parties hereto are also governed by provisions of the Federal Railway Labor Act (RLA), and with respect to disciplinary matters it is agreed that discipline (set forth below) is intended to comply with the RLA and shall be exclusively applied, Civil Service Rule 1.24.950 and 1.24.955 notwithstanding.
- B. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing as provided under the RLA, except that an employee may waive a hearing in accordance with Section 16.2B1. Nothing herein shall restrict the Carrier from having informal conversations with employees as part of a preliminary fact finding activity prior to a Formal Hearing.
- C. An employee shall not be held from service pending an hearing except in serious cases, such as theft, altercation, Rule "service" violation, insubordination, major accidents, serious misconduct and major offenses whereby the employee's retention in service could be hazardous. Suspension pending a hearing will not be considered as prejudicial to the employee and will be used sparingly by the Carrier.

## Section 16.2 – Formal Hearing

### A. Notice of Hearing

1. An employee directed to attend a formal investigatory hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing within a reasonable period of time but not to exceed ten (10) days from the date of occurrence of, where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof. The notice of hearing will be mailed (Certified Mail, Return Receipt Requested) or hand-delivered to the employee within ten (10) days of the Carrier's first knowledge of the act or occurrence. The notice shall contain a clear and specific statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. Carrier shall provide the Shop Steward a copy of the signed notice.
2. The notice shall state the date, time and place the hearing is to be held which shall not be less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.
3. The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide facts.
4. The notice shall inform each employee, so notified of the right to representation and to bring in witnesses.
5. If an employee who is to receive a notice of hearing will not be permitted to exercise the option under Section 16.2B, the notice of hearing shall so specify.

### B. Waiver of Hearing



1. An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate Carrier official, either personally through or with the employee's representative, the act or occurrence and the employee's responsibility, if any. If disposition of the charges is made on the basis of the employee's acknowledgement of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for employee's acceptance of responsibility. Disposition of cases under this paragraph (1) shall not establish precedents in the handling of any other cases.
2. No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

#### Postponements of Hearing

6. Consistent with the provisions of Section 16.2 for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

#### C. Conduct of Hearing

1. The hearing shall be conducted by an officer of the employing Carrier who may be assisted by other officers. If practicable to do so, the hearing shall be held at the home terminal of the employee involved or in cases where more than one employee is involved, at the home terminal of the majority of the employees.
2. NOTE: When another Carrier is involved, this will not preclude an officer of that Carrier from conducting the hearing or assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.
3. The employee shall have the right to be represented at the hearing by an employee or an organization representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.
4. An employee's personal service record will not be included in or referred to in the hearing or in the transcript of the proceedings of the hearing. The employee's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.
5. If the formal hearing is not held within the time limits specified in Section 16.2, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.
6. The employee and witnesses will be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

#### Section 16.3 – Transcript of Hearing

It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this will not preclude the employee or employee's representative from making a record of the proceedings for their own use.

If during the hearing, a partial transcript is made prior to conclusion of the hearing, such partial transcript will be made available to the employee and employee's representative upon request. If electronic recording devices are used and recordings are available for review by Carrier officials, they also shall be made available upon request for review by the employee and employee's representative at appropriate Carrier facility.

In any case where discipline is assessed, or in cases where discipline is not assessed but nevertheless there is a transcript, copy of the transcript will be furnished to the employee and the employee's representative promptly upon request.

#### Section 16.4 – Hearing Decision

- A. If the formal investigatory hearing results in assessment of discipline, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefore by mail (certified or registered U.S. mail) or hand-delivered with an additional copy provided for the Shop Steward.
- B. Employees must be notified within fifteen (15) calendar days from the date the hearing is concluded if no discipline is being assessed, and any charges related thereto shall be removed from the employee's personal service record.

#### Section 16.5 – Compensation for Attending Hearings

- A. Witnesses, as referred to in Section 16.2A and B, who are directed by the Carrier to attend a hearing, shall be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost they will be paid for actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.
- B. If the hearing is conducted continuous with completion of the working shift, or is started not to exceed one (1) hour after completion of the shift, or if begun not to exceed one (1) hour in advance of starting time of shift, work and hearing shall be combined and paid for on a continuous basis.
- C. If hearing is conducted during working shift, no additional payment will be made for attending hearing.
- D. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. In addition, the employee will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost the employee shall be paid for actual time attending the hearing with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate of pay applicable to the last service performed.

#### Section 16.6 – Time Limit on Appeal

For purposes of this Article 16, time limits shall be governed as follows:

- If hand-delivered, the day following the date the employee or Carrier officer signs for the letter shall be considered day one (1).
- If certified, return receipt mail is used the day following the postmark date shall be considered day one (1).

- A. If the finding of the hearing is that the employee is at fault, appeal of discipline assessed must be made within sixty (60) days of the date of the discipline notice. Such appeal must be made in writing by the Business Representative or Shop Steward to the Superintendent, Carrier's highest designated appeals officer. Conference must be scheduled within ten (10) days of the Carrier's receipt of the appeal and be held within thirty (30) days unless an extension is mutually agreed to by the parties.

Written response to the appeal will be issued within thirty (30) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the employee, he will be paid in accordance with Section 16.5. If the appeal is denied, that decision will be final and binding unless within six (6) months of such denial the case is disposed of on the property or proceedings for disposition of the case are instituted by the IAM & AW before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement.

- B. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient to establish the claim pursuant to the provisions of Section 16.6 of this Agreement.
- C. If at any point in this appeals procedure or in proceedings before a tribunal (Public Law board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction, it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be removed and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.
- D. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

#### Section 16.7 – Effect of Time Limits

- A. The time limits and other processes set forth in this Article will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary. Time limits may be extended by mutual agreement in writing.

### ARTICLE 17 – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established consisting of two (2) members of Labor, the Union Business Representatives or a designee, and one (1) bargaining unit employee appointed by the Union; the Human Resources designee; and one (1) management staff member appointed by the Rail Superintendent.

The Committee shall be advisory in nature and will meet on a quarterly basis on the first Thursday in the months of January, April, July and October. Meetings may be cancelled or postponed by mutual agreement. In the event that the first Thursday of January or July is a recognized holiday, the meeting will be rescheduled at a mutually agreed upon time. The Committee shall be used to discuss and investigate issues of common concern but shall not be used to discuss negotiable issues unless both parties so agree.

The Committee shall establish its own rules of procedure and time and place of meetings. The Chair of Committee shall rotate between Labor and Management.

### ARTICLE 18 – PRODUCTIVITY STATEMENT

The excellent work standards exhibited by Tacoma Rail employees in the past have made Tacoma Rail a successful operation. The rates of pay currently in effect reflect the work standards and requirements of the classifications covered under this agreement. The pride, commitment and dedication of the employees will assure continued success in the future.

#### ARTICLE 19 – TRAINING PROGRAM

Section 19.1 The training program is defined as that program which provides cross training, and lateral or upward movement for Tacoma Rail employees.

The first completed work shift after completion of the training program will establish a seniority date. The Carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of Tacoma Rail permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Carrier on ways to improve access to training opportunities.

This provides for Seniority Rights, subject to the City's legal and contractual obligations. The Carrier agrees that Civil Service examinations shall be held on a promotional basis for all other than entry-level positions from among current employees who meet the minimum qualifications. The Carrier is not restricted from also holding the examination for the above positions on an open basis when necessary to obtain a sufficient number of qualified eligibles. The following terms and conditions shall apply:

- A. Training Program – All Tacoma Rail employees who voluntarily apply and are accepted to participate in the training program shall retain and continue to accrue seniority previously established.
- B. The Union agrees to designate a training coordinator to facilitate the training of candidates. The Carrier must concur with the employee who is designated as training coordinator. An employee assigned this function will be paid one hour of straight time pay for each day so assigned.
- C. Training Options Include – (1) Railway Conductor; (2) Railway Yard Clerk; and (3) Railway Track Maintenance Worker.
- D. Rates of Pay – Candidates accepted into the training program shall be paid at their current level of pay while they are being trained.
- E. Candidates who have successfully completed training must protect the last craft for which training was completed.
- F. The training program will be a minimum of six (6) weeks in length with daily evaluations. At the completion of the program, the Carrier will provide a pass/fail notice to the employee.
- G. Once a candidate has successfully completed the training program, a 125-work shift probation period begins. Evaluations will be conducted throughout the probation. After probation completion, a permanent appointment to the classification may be made.
- H. Unless the Carrier waives this provision, a candidate may only participate in the training program one time for any craft.

APPENDIX A

DISTRICT LOCAL #160 of the IAM and AW on behalf of LOCAL LODGE #297  
TACOMA RAIL MECHANICS UNIT

Effective January 1, 2018 and retroactive exclusively for bargaining unit members employed upon the date of the Union's ratification of this Agreement, the hourly wages shall increase by the amount equal to three (3%) percent.

The following matrix shows wages effective January 1, 2018:

Code	Job Title	1	2	3	4	5
71400	Locomotive Mechanic 1	29.73	31.54	33.36	35.18	36.99
71410	Locomotive Mechanic, Senior	40.29				
71420	Railway Shop Worker	22.92	24.04	25.21	26.43	27.84

Effective January 1, 2019 and retroactive exclusively for bargaining unit members employed upon the date of the Union's ratification of this Agreement, the top step hourly wage shall increase by the amount equal to three and six tenths (3.6%) percent. The Railway Shop Worker classification (71420) shall receive an additional one dollar (\$1.00) per hour increase applied to the top step after calculation of the across the board wage adjustment.

The following matrix shows wages effective January 1, 2019:

Code	Job Title	1	2	3	4	5
71400	Locomotive Mechanic 1	31.53	33.10	34.76	36.50	38.32
71410	Locomotive Mechanic, Senior	41.74				
71420	Railway Shop Worker	24.55	25.78	27.07	28.42	29.84

Effective January 1, 2020, the hourly wages shall increase by the amount equal to three (3.0%) percent.

The following matrix shows wages effective January 1, 2020:

Code	Job Title	1	2	3	4	5
71400	Locomotive Mechanic 1	32.47	34.10	35.80	37.59	39.47
71410	Locomotive Mechanic, Senior	42.99				
71420	Railway Shop Worker	25.29	26.55	27.88	29.27	30.74

### **Locomotive Mechanic, Senior**

Employees assigned the duties of the Senior Locomotive Mechanic classification in the event of a vacancy in that classification ("set up") shall receive the corresponding pay for each day so assigned and having served in that capacity. Employees utilizing unplanned sick leave or unplanned PTO (as defined in section 10.1.B.3 of this Agreement) on the day immediately after a "set up" will be paid at their normal hourly rate, but without the "set up" rate.

**Period of Probation:** The Probationary period for initially hired railway employees shall be 125 working days actually worked in the classification to which such employee is appointed to include on-the-job training time for initially hired employees. During this period, employees may be disciplined or terminated with or without cause and without access to a Formal Hearing or the Grievance Procedure.

### **Longevity Pay**

Employees who currently qualify for participation in the longevity program consistent with Ordinance 20938 and the Tacoma Joint Labor Agreement will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired after ratification of this Agreement shall not be eligible or participate in the longevity program.

### **Supplemental Pension**

Upon ratification of this Agreement, the Carrier will withdraw the bargaining unit from the Western Metals Pension Fund and assume withdrawal liabilities in accordance with plan procedures and applicable law.

### **Wage Overpayments**

In the interest of incentivizing employee retention, employees covered by this agreement and in active service shall be eligible for Carrier forgiveness of wage overpayments associated with the Western Metal Pension plan rehabilitation contributions based upon the following schedule:

January 1, 2018	Forgive up to \$2,000
October 1, 2018	Forgive up to \$1,000
July 1, 2019	Forgive up to \$1,000
April 1, 2020	Forgive up to \$1,000
December 31, 2020	Forgive up to \$1,000

While continuously employed with the Carrier, the Carrier will hold in abeyance the outstanding amount of the wage overpayments referenced above. Should an employee separate from employment for any reason, any outstanding amount shall become immediately due. It is the intent of the parties to remove this clause from the successor to this Agreement.

EXECUTED IN TACOMA, WASHINGTON, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

City of Tacoma  
Department of Public Utilities

District Lodge #160 of the IAM and AW  
on behalf of LOCAL LODGE #297

\_\_\_\_\_  
Director of Public Utilities

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Shop Steward

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Superintendent Tacoma Rail

\_\_\_\_\_  
Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk





## RESOLUTION NO. U-11043

A RESOLUTION related to a Collective Bargaining Agreement between the City of Tacoma and the District Lodge #160 on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Rail Track Workers Unit.

WHEREAS the City and District Lodge #160, on behalf of Local Lodge #297, of the International Association of Machinists and Aerospace Workers, Rail Track Workers Unit ("Union"), have negotiated a proposed Collective Bargaining Agreement ("Agreement"), and

WHEREAS the Agreement covers approximately eight budgeted positions at Tacoma Public Utilities/Tacoma Rail, and

WHEREAS the Agreement covers the years 2018-2020, and

WHEREAS wage increases and changes for this Agreement include:

1. Retroactive to January 1, 2018, a wage increase of 3 percent;
2. Effective January 1, 2019, a wage increase of 3.6 percent;
3. The classification of Railway Track Maintenance Worker (CSC 7120), will receive an additional \$0.50 per hour at top step;
4. Classification of Railway Track Inspector (SCS 7119) will receive an additional \$0.66 per hour at top step;
5. Classification of Railway Track Supervisor (SCS 7121) will receive an additional \$0.50 per hour at top step; and
6. Effective January 1, 2020, a wage increase of 3 percent, and

WHEREAS other significant provisions of the Agreement include a change from a reimbursement to an annual allowance for safety-related



1  
2 footwear, rain gear and work clothing; an increase to the meal reimbursement  
3 rate to \$15.00 per meal; and employees hired after the ratification date of the  
4 Agreement will not be eligible for longevity pay, and

5 WHEREAS the Agreement also commits Tacoma Rail to withdraw  
6 affected members from the Western Metal Industry Pension Fund ("WMIPF"),  
7 and assume all withdrawal liabilities in accordance with plan procedures and  
8 applicable law, which liabilities are estimated to be in a range of \$2,110,000 for  
9 a one-time payment or \$37,000 a year for 20 years, and  
10

11 WHEREAS the final amounts will be determined by WMIPF and  
12 presented in an estimate of withdrawal payment schedule following a formal  
13 extrication notice to the trustees, and Rail has included an amount in its budget  
14 to cover the projected annual payment amount, and  
15

16 WHEREAS it now appears in the best interest of the City that the  
17 proposed Agreement negotiated by said Union and the City be approved; Now,  
18 therefore,

19 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

20 That said proposed Collective Bargaining Agreement ("Agreement")  
21 between the City of Tacoma and District Lodge #160, on behalf of Local Lodge  
22 #297, of the International Association of Machinists and Aerospace Workers,  
23 Rail Track Workers Unit, is approved, and the Council of the City of Tacoma is  
24 requested to concur in the approval and pass an implementing pay and  
25 compensation ordinance, and authorize the proper officers of the City to  
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execute and implement the said Agreement substantially in the form as on file with the Clerk of the Board, to be approved by the City Attorney, including the necessary documents that need to be executed to withdraw the bargaining unit from the Western Metal Industry Pension Fund.

Approved as to form and legality:

\_\_\_\_\_

Chair

  
\_\_\_\_\_  
Chief Deputy City Attorney

\_\_\_\_\_

Secretary

\_\_\_\_\_  
Clerk

Adopted \_\_\_\_\_

of November 14, 2018

**REQUEST FOR RESOLUTION**

Date November 7, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

## 1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorizing approval of a collective bargaining agreement negotiated between the City of Tacoma and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Rail Track Workers Unit.

## 2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

This resolution recommends approval of the 2018-2020 Collective Bargaining Agreement with the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Rail Track Workers Unit, on behalf of the employees represented by said Union.

The agreement covers approximately 8 budgeted, full-time equivalent positions within Tacoma Public Utilities/Tacoma Rail. The agreement is anticipated to be scheduled for consideration by the City Council as a Resolution on December 11, 2018.

## 3. Summarized reason for resolution:

The resolution will recommend the execution and implementation of the 2018-2020 Collective Bargaining Agreement with the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Rail Track Workers Unit., on behalf of those employees represented by said union.

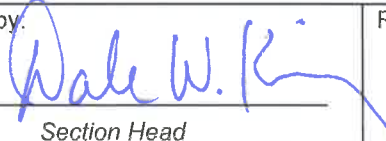
At the request of labor, there is also a provision in this collective bargaining agreement committing Tacoma Rail to withdraw affected members from the Western Metal Industry Pension Fund (WMIPF), and assume all withdrawal liabilities in accordance with plan procedures and applicable law. Based on information currently available, Rail anticipates the associated cost for covered members of the withdrawal liability to be in a range of \$2.11M for a one-time payment and \$37K a year for twenty years (\$735k). Rail has included an amount in its budget to cover the annual payment amount. These are estimated figures, the final amounts will be determined by WMIPF and presented in an estimate of withdrawal payment schedule following an extrication notice to the trustees.

## 4. Attachments:

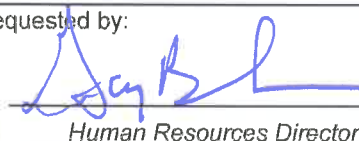
- a. Collective Bargaining Agreement
- b. Financial Impact Memorandum
- c. Letter from Jackie Flowers, Director of Utilities

5. ☒ Funds available ☐ Proposed action has no budgetary impact6. Deviations requiring special waivers: ☐ None

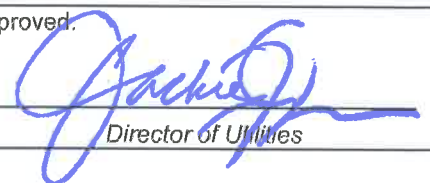
Originated by:

  
Section Head

Requested by:

  
Human Resources Director

Approved:

  
Director of Utilities



TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

November 7, 2018

To the Chairman and Members of the Public Utility Board  
And  
To the Mayor and Members of the City Council

The Management Negotiating Team recommends adoption of the proposed 2018-2020 collective bargaining agreement negotiated between the City of Tacoma and the District Lodge #160, on behalf of Local Lodge #297 of the International Association of Machinists and Aerospace Workers, Rail Track Workers Unit. The agreement covers approximately 8 budgeted full time equivalent (FTE) positions located at Tacoma Public Utilities/Tacoma Rail. The agreement is anticipated to be considered by the City Council as a resolution on December 11, 2018.

The agreement covers three years, and provides for a wage increase in each year of the agreement. Effective retroactive to January 1, 2018, wages for the bargaining unit increase by 3 percent. Effective January 1, 2019, wages increase by 3.6 percent, the classification of Railway Track Maintenance Worker (CSC 7120) will receive an additional \$0.50 per hour at top step, the classification of Railway Track Inspector (SCS 7119) will receive an additional \$0.66 per hour at top step; and the classification of Railway Track Supervisor (SCS 7121) will receive an additional \$0.50 per hour at top step. Effective January 1, 2020, wages increase by 3 percent. The financial impact statement provided addresses only the wage impacts.

Other significant changes in the agreement include a change from a reimbursement to an annual allowance for safety related footwear, rain gear and work clothing; an increase to the meal reimbursement rate to \$15 per meal. In addition, employees hired after the ratification date of the agreement will not be eligible for longevity pay.

At the request of labor, there is also a provision in this collective bargaining agreement committing Tacoma Rail to withdraw affected members from the Western Metal Industry Pension Fund (WMIPF), and assume all withdrawal liabilities in accordance with plan procedures and applicable law. Based on information currently available, Rail anticipates the associated cost for covered members of the withdrawal liability to be in a range of \$2.11M for a one-time payment and \$37K a year for twenty years (\$735k). Rail has included an amount in its budget to cover the annual payment amount. These are estimated figures, the final amounts will be determined by WMIPF and presented in an estimate of withdrawal payment schedule following an extrication notice to the trustees.

It is recommended that the Public Utility Board and the City Council take the necessary approving action.

Very truly yours,

Jackie Flowers  
Director of Utilities





TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

To: Katie Johnston, Budget Manager  
From: Jim Sant, Deputy Director for Administration, Management Services  
Date: November 7, 2018  
Subject: Fiscal Impact of IAM Track Workers Unit Wage Increase for 2018-2020

**Background:**

A tentative agreement between the City of Tacoma and the International Association of Machinists and Aerospace Workers, Track Workers' Unit, has been reached for a new successor collective bargaining agreement for the years 2018-2020. This agreement affects 7 current employees and 8 budgeted FTE's for 2019 and 2020.

**Financial Impact:**

- Effective January 1, 2018 and retroactive exclusively for bargaining unit members employed upon the date of the Union's ratification of this Agreement, the hourly wages shall increase by an amount equal to three (3%) percent.
- Effective January 1, 2019 and retroactive exclusively for bargaining unit members employed upon the date of the Union's ratification of this Agreement, the hourly wages shall increase by an amount equal to three and six tenths (3.6%) percent. The Railway Track Maintenance Worker classification (71200) shall receive an additional fifty cents (\$.50) per hour increase applied after calculation of the across the board wage adjustment. The Railway Track Inspector classification (71190) shall receive an additional sixty-six cents (\$.66) per hour increase applied after calculation of the across the board wage adjustment. The Railway Track Supervisor classification (71210) shall receive an additional fifty cents (\$.50) per hour increase applied after calculation of the across the board wage adjustment.
- Effective January 1, 2020, the hourly wages shall increase by an amount equal to three (3%) percent.

Department	2018 Incremental Expense	2019 Incremental Expense	2020 Incremental Expense	Total Incremental Expense
Tacoma Rail	\$16,570	\$32,445	\$20,477	\$69,492

Concur:

Jackie Flowers, Director of Utilities, CEO



2018 – 2020\*

AGREEMENT

BY AND BETWEEN

THE

CITY OF TACOMA

DEPARTMENT OF PUBLIC UTILITIES

BELT LINE DIVISION dba TACOMA RAIL

AND

DISTRICT LODGE #160, ON BEHALF OF LOCAL LODGE  
#297

OF

THE INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS

TRACK WORKERS UNIT

\*Per the Railway Labor Act no Section 6 notice can be served prior to July 1, 2020 for an effective date of January 1, 2021

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and

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**2018-2020  
AGREEMENT  
By and Between  
the  
CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
BELT LINE DIVISION dba Tacoma Rail  
and  
DISTRICT LODGE #160 of IAM and AW on behalf of LOCAL LODGE #297  
TRACK WORKERS**

THIS AGREEMENT is between the CITY OF TACOMA, Department of Public Utilities, Belt Line Division, dba Tacoma Rail (hereinafter called the Carrier) and DISTRICT LODGE #160 OF THE IAM AND AW on behalf of LOCAL LODGE #297 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

The Carrier and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the Carrier. This Agreement has been reached through the process of collective bargaining under the Railway Labor Act with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the Carrier and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

ARTICLE 1 – SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, the City charter, and City ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law, state law, City charter, or City ordinances are paramount and shall prevail.

It is also understood that provisions of Federal Railway Labor Act govern the relationship of the parties in some instances and where such is the case, the parties recognize that said Federal laws shall prevail and govern.

## ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Union as the exclusive collective bargaining representative at Tacoma Rail for the purposes stated in the Railway Labor Act, as amended, for all the railway track maintenance and inspector positions including, but not limited to, listed as follows:

### Appendix A

- 7119 Railway Track Inspector
- 7120 Railway Track Maintenance Worker
- 7121 Railway Track Maintenance Supervisor
- 7145 Railway Track Equipment Mechanic-Welder

## ARTICLE 3 – JOINT LABOR COMMITTEE

Section 3.1 It is the intent of the Union to carry out its collective bargaining responsibility as a member of the Joint Labor Committee, an organization consisting of various unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Union on matter subject to collective bargaining. The Union agrees that all representations made on its behalf by the Joint Labor Committee or its agents shall have the same force and effect as if made by the Union itself and that notices or other communications exchanged between the City and the Joint Labor Committee shall have the same effect as notices directly between the parties to this Agreement.

Section 3.2 The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by unions affiliated with the Joint Labor Committee. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Joint Labor Committee to effect this end.

## ARTICLE 4 – UNION MEMBERSHIP AND DUES

Section 4.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the initiation fees, monthly dues, and assessments uniformly required of members of the Union. An employee may, on written request, also have deducted from their pay such other items as may be mutually agreed between the Union and the City. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be in writing and may be revoked by the employee upon request and the Union so notified. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Section upon presentation of proper evidence thereof.

There shall be no retroactive deduction of union dues.

The Union shall notify the Carrier thirty (30) days in advance of any change in dues deduction.

Section 4.2 The Union agrees to indemnify and save the Carrier harmless against any liability which may arise by reason of any action taken by the Carrier to comply with the provisions of this Article.

Section 4.3 Upon request, the City will furnish to the Union a roster and pay status of current bargaining unit employees. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 4.4 The Carrier recognizes and will not interfere with the right of their employees to become members of the Union and agrees there shall be no discrimination, interference, restraint or coercion by the Carrier against any employee because of his/her membership in the Union.

#### ARTICLE 5 – WORK STOPPAGE

The Carrier and the Union agree that the public interest requires the efficient and uninterrupted performance of all Carrier services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with Carrier functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the Carrier.

#### ARTICLE 6 – MANAGEMENT RIGHTS

Section 6.1 The Union recognizes the prerogative of the Carrier to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Carrier has not specifically abridged, delegated, or modified by this Agreement are retained by the Carrier, including but not limited to the right to contract for services of any and all types.

Section 6.2 The direction of its working force is vested exclusively in the Carrier. This shall include, but not be limited to the right to: (a) direct employees; (b) hire, promote, transfer, assign, and retain employees; (c) suspend, demote, discharge, or take other legitimate disciplinary action against employees (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the Carrier; (f) determine the methods, means, and personnel by which such operations are to be conducted and (g) take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not be in conflict with the provisions of the Railway Labor Act as amended, state or Federal law, or this labor agreement.

The Carrier retains the right to evaluate the employees' performance in a manner consistent with Employee Development Performance Review (EDPR) program. The EDPR may not be used as a basis for initiating discipline or delaying a scheduled pay increase, consistent with the provisions of the 2008-2012 collective bargaining agreement between the City of Tacoma and Tacoma Joint Labor Committee.

#### Section 6.3 – Work Assignments

The Carrier agrees to make every effort possible consistent with workload, manpower needs and efficient operations to assign employees to work within proper jurisdictional lines. In making work assignments, the Carrier shall consider seniority, and other factors, including, but not limited to, required training and break-in time for a particular assignment.

#### ARTICLE 7 – UNION ACTIVITIES

Section 7.1 Authorized representatives of the Union may, after notifying the Carrier official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such

investigations to matters relating to this Agreement. Carrier work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 7.2 A member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her lawful acts as such officer of the Union. Further, it is mutually agreed that there shall be no discrimination based upon union membership or union activity.

Section 7.3 - Steward's Right to Process Grievances

Stewards shall be permitted to devote reasonable periods of time during normal working hours, without loss of pay, for the investigation, presentation, and settlement of employee grievances, subject to the following conditions:

- A. Such time shall be with the approval of the steward's immediate supervisor and such approval shall not be unreasonably withheld. The steward shall report back to his/her supervisor upon return to work.
- B. The Union shall furnish the Carrier with a written list of its stewards immediately after his/her designation and promptly notify the Carrier of any change in such stewards; provided that the number shall not exceed one (1) steward.

Section 7.4 – Negotiating Allowance The Carrier shall pay for one (1) employee representative (on the Union negotiating committee), the regular basic daily rate of pay for each regular service performed day spent in formal negotiations between Management and the Union, up to a maximum of six (6) meetings.

Section 7.5 A shared pool of up to eighty (80) hours per year of layoff privileges will be extended to the bargaining unit for purposes of Union training, conferences and conventions. In no case will the total of eighty (80) hours per year be exceeded except by mutual agreement between the Carrier and the Union.

ARTICLE 8 – SAFETY STANDARDS

Section 8.1 All work shall be done in a competent and professional manner.

Section 8.2 The Carrier and the Union mutually agree that those applicable safety standards as outlined in federal, state, City, and department regulations legally binding upon the Carrier shall be complied with.

Section 8.3 The Carrier will make every effort to comply with applicable safety codes as set forth in federal and state law, and employees shall cooperate in the use of all safety devices. All safety equipment required by the company is to be furnished by the company.

Section 8.4 The Carrier and the Union mutually agree that periodic training will be provided and that knowledge of the Rules book, Federal Railroad Administration Track Safety Standards, Code of Federal Regulations Title 49 Parts 213, 214 and 237, bulletins and standards may be evaluated. An employee previously certified on rules who fails to pass a subsequent rules examination will be given a second rules examination before being withheld from service.

Section 8.5 It is recognized by the Parties signatory to this agreement that the Carrier retains existing right to conduct rules review, safety classes, and training classes during assigned working hours without additional pay.

Section 8.6 Union stewards and/or business representatives may attend all safety committees and act as ex officio members of those committees. When acting in such capacity they shall be provided copies of minutes upon request.

Section 8.7 Railway Track Inspectors, Maintenance Workers, Railway Track Equipment Mechanic-Welder, and Maintenance Supervisor employed at Tacoma Rail will wear appropriately maintained safety-toed work boots compliant with current ANSI Z41-1999 standards that have ankle support when required by the Carrier. Employees will receive a boot allowance of three hundred fifty dollars (\$350) annually toward this purchase on the first pay date in January of each year, effective following ratification of this agreement.

Section 8.8 Carrier agrees to a leather glove allowance of \$50.00 per year, January 1 to January 1, reimbursed upon receipt for gloves purchased, (one reimbursement per year). Cotton gloves would be furnished, as needed, for employees use when working on lubricators.

Section 8.9 Carrier agrees to provide an allowance of two hundred and fifty dollars (\$250) for the purchase of rain gear once every two (2) years beginning the first pay period in January 1, 2019. Early replacement is contingent upon the employee turning in the rain gear which has been damaged or torn while on duty making the rain gear ineffective.

Section 8.10 Carrier agrees to furnish employees in this bargaining unit 1 pair of steel toe rubber boots, knee high, as needed one pair every two years. Replacement is contingent on employee turning in old boots that are worn out.

Section 8.11 Employees will receive a work clothing allowance of two hundred dollars (\$200) annually on the first pay date in January of each year, effective following ratification of this agreement for the purchase of appropriate work shirts, work pants, and bib overalls.

Section 8.12 Beginning January 1, 2019, new employees hired after the first pay cycle in January will miss eligibility for the allowances detailed in sections 8.7, 8.8, 8.9, and 8.11. In lieu thereof, these employees will be eligible for reimbursements (upon presentation of receipt) of \$250 for safety-toed boots, \$50 for leather gloves, \$200 for rain gear, and \$175 for work clothing.

Section 8.13 Employees required, as a condition of employment, to possess a Class A Commercial Driver's License ("CDL") and/or a Transportation Worker Identification Card ("TWIC") will be reimbursed for the fees involved in obtaining and maintaining those qualifications.

Section 8.14 Employees required, as a condition of employment, to possess any additional certifications (eg: flagging, forklift operator; but specifically excluding WA State Driver's License) will be provided with training at the Carrier's convenience and expense.

## ARTICLE 9 – WORKING CONDITIONS

Section 9.1 – Personal Time Off Effective within thirty (30) days following the fully executed Agreement, all employees shall convert to Personal Time Off. Employees hired after January 1, 2005 and who become covered by this agreement shall be subject to the provisions of the Personal Time Off plan as outlined in Section 1.12.248 of the Tacoma Municipal Code. For convenience, that section says, in part:

A. Rate of accrual of Personal Time Off.

1. Employees who elect to transfer from their present vacation and sick leave plans to the Personal Time Off plan during a designated enrollment period shall accrue Personal Time Off hours for each biweekly pay period in which he or she has been in paid status, pursuant to the following schedule based on aggregate City service. The Personal Time Off plan is in lieu of vacation and sick leave plans.

<b>Completed Years of Service</b>	<b>No. of 8-Hour Days per Year</b>	<b>Hours per pay period</b>
0 through 3 years	18	5.54
4 through 7 years	21	6.46
8 through 13 years	23	7.08
14 through 18 years	26	8.00
19 years	27	8.31
20 years	28	8.62
21 years	29	8.92
22 years	30	9.23
23 years	31	9.54
24 years	32	9.85
25 years	33	10.15
26 years	34	10.46
27 years	35	10.77
28 or greater years	36	11.08

2. Employees shall accrue Personal Time Off prorated on the number of hours in paid status in each pay period. The appropriate biweekly accrual shall be credited for each biweekly pay period in which the employee is in paid status. Personal Time Off accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods will be completed. Eligible employees who are on military leave of absences for active training or for inductive purposes shall accrue Personal Time Off.

3. No employee shall earn more Personal Time Off in any one calendar year than the above stipulated days and new employees shall accrue Personal Time Off based on the above schedule beginning from the date of his or her appointment.

**B. Permissible use of Personal Time Off accruals.**

1. Use of Personal Time Off. Personal time off shall be taken in tenths (0.10) of an hour increments.

2. Planned Use of Personal Time Off. Personal Time Off requests may be required in writing and the appointing authority, or his or her designee, shall consider the request and shall approve or deny it.

**3. Unplanned Use of Personal Time Off.**

A. Personal Time Off may be used without prior approval for employee or family emergencies including when the employee's assigned City work location has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed by order of a public official. If an advance written request is not possible, the employee shall notify his or her supervisor of the need for and the request of the time off prior to the beginning of his/her shift. An employee must keep his or her department head informed of his/her condition if unplanned use of Personal Time Off is of more than four working days in duration. Unplanned use of Personal Time Off which does not qualify for mandatory paid sick leave and which interferes with job performance or City operations may subject the employee to corrective action.

4. Employee is allowed to use any or all of the employee's choice of sick leave or Personal Time Off to provide care for a family member with a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. For purposes of this section, "family member" means any of the following:

- a. A child, including a biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to an employee when the employee was a minor child.
- c. A spouse.
- d. A registered domestic partner.
- e. A grandparent.
- f. A grandchild.
- g. A sibling.

Sick leave or Personal Time Off may be used when the employee's assigned City work location has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed by order of a public official.

5. Permissible Cash-out of Accrued Personal Time Off, consistent with TMC 1.12.248.

- a. An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December), but who has used less than 80 hours of planned Personal Time Off during the same calendar year, may, in January of the following year, submit in writing, on the form provided by and available in the Human Resources Department, a request for a payment equal to 90 percent of the cash value of up to 40 hours of accrued Personal Time Off.
- b. An employee who uses no more than the equivalent of two work days (regardless of length of scheduled shift) of unplanned Personal Time Off in any one calendar year (January to December) and who uses at least 80 hours of planned Personal Time Off during the same calendar year may, in January of the following year, submit in writing, on the form provided by and available in the Human Resources Department, a request for a payment equal to 90 percent of the cash value of up to 80 hours of accrued Personal Time Off.
- c. For any request submitted pursuant to subsections a or b above, the cash value of the Personal Time Off shall be based on the rate for the classification in which the employee is working at the time the request is made. The 10 percent balance of the cash value not so paid under either option set forth above shall be paid into the Employee Benefit Trust Fund.

C. Maximum accrual of Personal Time Off.

1. Each employee may accrue a maximum of 960 hours of Personal Time Off.
2. If the appointing authority, or his or her designee, denies an employee's request for Personal Time Off and the denial would result in the employee's accrual exceeding the maximum, allowed the employee shall not lose the accrual at that time. The employee shall have up to 90 days to use the excess accrual.

D. Compensation upon separation from City service.

1. Upon separation from City service, the City shall pay an employee the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he or she was working in on the date of separation.

2. Upon the death of an employee, the City shall pay the appropriate beneficiary the full amount of the Personal Time Off accruals up to the maximum of 960 hours at the rate for the classification in which he or she was working in on the date of death.

E. Conversion of vacation accruals. Employees converting to the Personal Time Off plan who currently have vacation accruals will have those accruals converted to Personal Time Off on an hour for hour basis (1:1).

F. Conversion of sick leave accruals. Employees converting to the Personal Time Off plan who currently have sick leave accruals must specify one of the following options: (1) placing accruals in a sick leave bank; (2) converting accruals to Personal Time Off; or (3) a combination thereof, as set forth below.

1. Sick Leave Bank.

a. Accrued sick leave as of the last pay period, after a designated enrollment period, may be placed into a sick leave bank.

b. Use of Sick Leave Bank. An employee may choose to use sick leave from this bank for any reason specified in Sections 1.12.230 and 1.12.232 of the Tacoma Municipal Code, after an absence of more than three consecutive days.

c. Depletion of Sick Leave Bank. Employees do not accrue any additional sick leave after the conversion to the Personal Time Off plan. Once the sick leave is used from the sick leave bank, the leave used shall not be replenished.

d. Cash Out of Sick Leave Bank.

(i) Separation from City service due to death or retirement for disability or retirement based on length of service shall be compensated to the extent of 25 percent of an employee's sick leave accrual in his or her sick leave bank at the rate for the classification in which he or she was working in at the date of separation subject to the provisions of Section 1.12.229 of the Tacoma Municipal Code (VEBA).

(ii) Separation in good standing from City Service for any other reason shall be compensated to the extent of 10 percent of an employee's sick leave accruals up to a maximum of 120 days at the rate for the classification in which he or she was working in at the date of separation.

2. Conversion of Sick Leave to Personal Time Off. An employee who converts to Personal Time Off during a designated enrollment period may elect to convert sick leave accruals as of the last pay period after a designated enrollment period to Personal Time Off using a ratio of 24 hours of sick leave to 8 hours of Personal Time Off (3:1) up to a combined (current vacation accruals and converted sick leave) maximum of 720 hours of Personal Time Off.

3. Combination. An employee may elect to convert some, but not all, of his or her sick leave to Personal Time Off. Any sick leave not specifically converted during a designated enrollment period will be placed in a sick leave bank as set forth above.

Section 9.2- On The Job Injury Any Tacoma Rail employee injured on the job shall elect (1) whether to be reimbursed for medical expense and time loss by the City under Chapter 1.12 of the Tacoma Municipal Code, on a full release base, or (2) through the provisions of the Federal Railroad Retirement Act, or (3) the Railroad Federal Employers' Liability Act. The Carrier, in the event the employee elects to proceed under alternate (2) on demand and proper invoice shall reimburse the Railroad Retirement account for such costs so expended from said account on the employee's behalf. In the event the employee elects to proceed under alternate (3), the Carrier shall be credited with an offset for any such costs expended on behalf of the employee. Any Personal Time Off used under alternates (1) and (2) shall be reinstated to the extent of that credited and accumulated prior to such injury but not to exceed ninety (90) days in total.



## ARTICLE 10 – HOLIDAYS

Section 10.1 - Holidays: Holidays shall be as provided in Section 1.12.210 of the Tacoma Municipal Code. Section 1.12.210 provides in part that the following and such other days as the City Council, by resolution, may fix are holidays for all regularly employed full time employees of the City and shall be granted employees or days off in lieu thereof:

New Year's Day (January 1);  
President's Day (3rd Monday in February);  
Memorial Day (last Monday in May);  
Fourth of July;  
Labor Day (1st Monday in September);  
Veteran's Day (November 11);  
Thanksgiving Day (4th Thursday in November);  
the day immediately following Thanksgiving;  
Christmas Eve day (December 24);  
and Christmas Day (December 25).

- A. Floating Holidays: In addition to the days listed above, eligible employees shall receive two (2) additional paid holidays per calendar year for which time off shall be mandatory. To be eligible for these holidays, employees must have been or are scheduled to be continuously employed by the Carrier for more than four (4) months as a regular, probationary, or appointive full-time employee during the calendar year of entitlement. Such additional holidays shall be scheduled so as to meet the operating requirements of the Carrier and, as far as practicable, the preferences of the individual employees. The floating holiday may not be taken without prior approval of the appointing authority.
- B. Holidays which fall on a Saturday will be observed on the immediate prior Friday, and holidays which fall on Sunday will be observed on the immediate following Monday; with the following exceptions:
- If Christmas Eve falls on a Friday and Christmas Day falls on a Saturday then the holidays will be observed on Thursday and Friday.
  - Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday then the holidays will be observed on Friday and Monday.
  - Christmas Eve falls on a Sunday and Christmas Day falls on a Monday then the holidays will be observed on Monday and Tuesday.
- C. To qualify, unless it is determined by the Superintendent that sufficient employees are otherwise available for performing service and no additional expense will accrue to management, a regularly assigned employee must be in a paid status on the regular work day immediately preceding and following such holiday.

## ARTICLE 11 – BENEFITS

Section 11.1 Medical, dental, hospital and disability insurance shall be as provided in Section 1.12.095 of the Tacoma Municipal Code and the Joint Labor Agreement.

Section 11.2 Group life insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is equal to one times his/her annual salary, rounded to the next highest thousand dollars (\$1,000) of coverage.

Section 11.3 - Jury Duty Leaves of absence for jury duty and payment thereof shall be as provided in Section 1.12.250 of the Tacoma Municipal Code.

## ARTICLE 12 – NON-DISCRIMINATION

Section 12.1 It is mutually agreed that there shall be no discrimination against any and all classes protected under federal, state or local laws, including but not limited to: race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability (which does not prevent proper performance of the job) unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

Whenever words denoting the masculine gender are used, they are intended to apply equally to either gender.

Section 12.2 It is mutually agreed that there shall be no sexual harassment. Sexual harassment prevention guidelines are set forth in Personnel Management Policy #130.

## ARTICLE 13 – HOURS OF WORK; OVERTIME; AND SHIFT ASSIGNMENTS

### Section 13.1

- A Employees will generally be scheduled to work for five (5) consecutive days, Monday through Friday beginning between 6:00am and 7:00am. Employees shall be present at the work location for a period of eight and one-half (8 ½) hours. One-half (½) hour shall be allowed for a lunch break. One 15 minute break will be allowed for within the first four hours of the shift and another 15 minute break within the last remaining four hours of the shift. The parties understand that variable schedules may be necessary and permitted, provided that employees remain at the work premises for eight and one-half (8 ½) hours. Any hours worked exceeding the regular workday as set forth hereinabove, or by an employee outside of his/her regularly scheduled shift, should be considered overtime and payable at the overtime rate as set forth in Section 1.12.080 of the Tacoma Municipal Code.

NOTE: Interpretation of Paragraph A – City Carrier and Union agree that an employee voluntarily changing their work shift would only be entitled to overtime rate of pay for those hours exceeding 8 hours daily or 40 hours weekly. If no employee volunteers, the least senior employee available for the shift requiring coverage shall be forced from their currently assigned shift and be paid at the overtime rate of pay, as specified in paragraph C.5 of this Article

- B The Union recognizes that changes in operations or workload may necessitate changes in hours of work and days off. The alternate work schedule assignment to shifts will be done by seniority bid. Any newly established schedule will include two consecutive days off should alternate schedules be established for the remaining employees' positions.

- C An employee responding to an after-hours call out and who responds to a worksite preceding the regular shift shall be paid at the double time (2x) rate of pay for all hours worked until the start of the employee's regular shift.
- D Employees relieved from duty during the first half of their regular shift shall receive not less than one-half (1/2) day's pay; if relieved from duty after having been on duty more than one-half (1/2) day, they shall receive a full day's pay. This section shall not apply to employees relieved from duty for cause, or at their own request.

Section 13.2 In the event the work situation prohibits the taking of an overtime rest break or overtime lunch break, as provided in Section 13.1, such break time loss shall be paid at the overtime rate in addition to time worked.

Section 13.3 If an employee works on an emergency call-out four (4) or more hours immediately prior to a regular shift he/she will receive a fifteen (15) minute break prior to starting the regular shift. When required to work overtime three (3) or more hours beyond regular shift, the Carrier will reimburse reasonable meal expense up to fifteen dollars (\$15.00). Meal expense shall be reimbursed upon presentation of a receipt and completion of the proper city reimbursement form. Employees working on a scheduled overtime day shall only be entitled to a meal in the event they work ten (10) or more hours.

Section 13.4 A period of fifteen (15) minutes shall be included at the end of each shift to allow for cleanup.

Section 13.5 At the employee's request with management's approval, the employee may substitute cash payment for the equivalent compensatory time, or a combination thereof. All overtime worked and/or compensatory time accrued must be with prior supervisory approval and in accordance with the Tacoma Municipal Code 1.12.080.

#### ARTICLE 14 – PRODUCTIVITY STATEMENT

Employees working the above classifications on a daily basis may be required to operate a vast variety of equipment or machinery, such as backhoes, dump trucks, mobile crane, tamper, ballast regulator, forklift, rail motor car or crew cab pickup. In addition to this machinery, an employee may be required to use drills of various sizes, operate rail saws, chain saws, or use a cutting torch or welder. Also, there are many hand tools, some of which weigh between 50 and 100 pounds, which are used on a regular basis.

Along with the operation of these tools and equipment, knowledge of railroad flagging signals, health and safety regulation, flagging of traffic on public streets, as well as janitorial, mechanical or ground and building maintenance duties is required.

The excellent work standards exhibited by Tacoma Rail employees in the past have made Tacoma Rail a successful operation. The pride, commitment and dedication of the employees will assure continued success in the future.

The parties agree to continued discussions regarding the establishment of productivity standards during the term of this agreement.

#### ARTICLE 15 – TRAINING PROGRAM

The training program is defined as that program which provides cross training, and lateral or upward movement for Tacoma Rail employees.

The first completed work shift after completion of the training program will establish a seniority date. The Carrier shall generally encourage equal access to training opportunities to the extent that operational requirements of Tacoma Rail permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Carrier on ways to improve access to training opportunities.

This provides for Seniority Rights, subject to the City's legal and contractual obligations. The Carrier agrees that Civil Service examinations shall be held on a promotional basis for all other than entry-level positions from among current employees who meet the minimum qualifications. The Carrier is not restricted from also holding the examination for the above positions on an open basis when necessary to obtain a sufficient number of qualified eligibles. The following terms and conditions shall apply:

- A. Training Program - All Tacoma Rail employees who voluntarily apply and are accepted to participate in the training program shall retain and continue to accrue seniority previously established.
- B. The Union agrees to designate a training coordinator to facilitate the training of candidates. The Carrier must concur with the employee who is designated as training coordinator. An employee assigned this function will be paid one hour of straight time pay for each day so assigned.
- C. Training Options Include - (1) Railway Conductor ; (2) Railway Yardmaster and (3) Railway Yard Clerk.
- D. Rates of Pay - Candidates accepted into the training program shall be paid at their current level of pay while they are being trained.
- E. Candidates who have successfully completed training must protect the last craft for which training was completed.
- F. The training program will be a minimum of six (6) weeks in length with daily evaluations. At the completion of the program, the Carrier will provide a pass/fail notice to the employee.
- G. Once a candidate has successfully completed the training program, a 125-work shift probation period begins. Evaluations will be conducted throughout the probation. After probation completion, a permanent appointment to the classification may be made.
- H. Unless the Carrier waives this provision, a candidate may only participate in the training program one time for any craft.

## ARTICLE 16 – DISCIPLINE

### Section 16.1 - General Requirements

- A. It is understood that the parties hereto are also governed by provisions of the Federal Railway Labor Act (RLA), and with respect to disciplinary matters it is agreed that discipline (set forth below) is intended to comply with the RLA and shall be exclusively applied, Civil Service Rule 1.24.950 and 1.24.955 notwithstanding.

- B. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing as provided under the RLA, except that an employee may waive a hearing in accordance with Section 16.2 B 1. Nothing herein shall restrict the Carrier from having informal conversations with employees as part of a preliminary fact finding activity prior to a Formal Hearing.
- C. An employee shall not be held from service pending a hearing except in serious cases, such as theft, altercation, Rule "service" violation, insubordination, major accidents, serious misconduct and major offenses whereby the employee's retention in service could be hazardous. Suspension pending a hearing will not be considered as prejudicial to the employee and will be used sparingly by the Carrier

#### Section 16.2 - Formal Hearing

##### A. Notice of Hearing

1. An employee directed to attend a formal investigatory hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing within a reasonable period of time but not to exceed ten (10) days from the date of occurrence or, where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof. The notice of hearing will be mailed (Certified Mail, Return Receipt Requested) or hand-delivered to the employee within ten (10) days of the Carrier's first knowledge of the act or occurrence. The notice shall contain a clear and specific statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. Carrier shall provide the Shop Steward a copy of the signed notice.
2. The notice shall state the date, time and place the hearing is to be held which shall not be less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.
3. The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide facts.
4. The notice shall inform each employee, so notified of the right to representation and to bring in witnesses.
5. If an employee who is to receive a notice of hearing will not be permitted to exercise the option under Section 16.2B, the notice of hearing shall so specify.

##### B. Waiver of Hearing

1. An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate Carrier official, either personally through or with the employee's representative, the act or occurrence and the employee's responsibility, if any. If disposition of the charges is made on the basis of the employee's acknowledgement of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum

discipline which may be imposed for employee's acceptance of responsibility. Disposition of cases under this paragraph (1) shall not establish precedents in the handling of any other cases.

2. No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

#### C. Postponements of Hearing

1. Consistent with the provisions of Section 16.2 for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

#### D. Conduct of Hearing

1. The hearing shall be conducted by an officer of the employing Carrier who may be assisted by other officers. If practicable to do so, the hearing shall be held at the home terminal of the employee involved or in cases where more than one employee is involved, at the home terminal of the majority of the employees.
2. NOTE: When another Carrier is involved, this will not preclude an officer of that Carrier from conducting the hearing or assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.
3. The employee shall have the right to be represented at the hearing by an employee or an organization representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.
4. An employee's personal service record will not be included in or referred to in the hearing or in the transcript of the proceedings of the hearing. The employee's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.
5. If the formal hearing is not held within the time limits specified in Section 16.2, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.
6. The employee and witnesses will be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

Section 16.3 - Transcript of Hearing It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this will not preclude the employee or employee's representative from making a record of the proceedings for their own use.

If during the hearing, a partial transcript is made prior to conclusion of the hearing, such partial transcript will be made available to the employee and employee's representative upon request. If electronic recording devices are used and recordings are available for review by Carrier officials, they also shall be made available upon request for review by the employee and employee's representative at appropriate Carrier facility.

In any case where discipline is assessed, or in cases where discipline is not assessed but nevertheless there is a transcript, copy of the transcript will be furnished to the employee and the employee's representative promptly upon request.

#### Section 16.4 –Hearing Decision

- A. If the formal investigatory hearing results in assessment of discipline, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefore by mail (certified or registered U.S. mail) or hand delivered with an additional copy provided for the Shop Steward.
- B. Employees must be notified within fifteen (15) calendar days from the date the hearing is concluded If no discipline is being assessed, and any charges related thereto shall be removed from the employee's personal service record.

#### Section 16.5 - Compensation for Attending Hearings

- A. Witnesses, as referred to in Section 16.2 A and B, who are directed by the Carrier to attend a hearing, shall be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost they will be paid for actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.
- B. If the hearing is conducted continuous with completion of the working shift, or is started not to exceed one (1) hour after completion of the shift, or if begun not to exceed one (1) hour in advance of starting time of shift, work and hearing shall be combined and paid for on a continuous basis.
- C. If hearing is conducted during working shift, no additional payment will be made for attending hearing.
- D. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. In addition, the employee will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost the employee shall be paid for actual time attending the hearing with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate of pay applicable to the last service performed.

#### Section 16.6 - Time Limit on Appeal

For purposes of this Article 16, time limits shall be governed as follows:

- If hand-delivered, the day following the date the employee or Carrier officer signs for the letter shall be considered day one (1).
- If certified, return receipt mail is used the day following the postmark date shall be considered day one (1).
- A. If the finding of the hearing is that the employee is at fault, appeal of discipline assessed must be made within sixty (60) days of the date of the discipline notice. Such appeal must be made in writing by the Business Representative or Shop Steward to the Superintendent, Carrier's highest designated appeals officer. Conference must be scheduled within ten (10) days of the Carrier's receipt of the appeal and be held within thirty (30) days unless an extension is mutually agreed to by the parties.

Written response to the appeal will be issued within thirty (30) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the employee, he will be paid in accordance with Section 16.5. If the appeal is denied, that decision will be final and binding unless within six

(6) months of such denial the case is disposed of on the property or proceedings for disposition of the case are instituted by the IAM & AW before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement.

- B. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient to establish the claim pursuant to the provisions of Section 16.6 of this Agreement.
- C. If at any point in this appeals procedure or in proceedings before a tribunal (Public Law board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction, it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be removed and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.
- D. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

#### Section 16.7 - Effect of Time Limits

- A. The time limits and other processes set forth in this Article will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary. Time limits may be extended by mutual agreement in writing.

### ARTICLE 17 – GRIEVANCE PROCEDURES

For purposes of this Article 17 – Grievances the term “day” refers to a calendar day.

Section 17.1 Grievance is hereby defined as an alleged violation of a specific provision or provisions of this Agreement submitted by or on behalf of the employee involved to the Carrier authorized to receive same, the grieving party to the other party within sixty (60) days of the alleged violation, or the date on which the grieving party should reasonable have known of the alleged violation. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon as the appropriate order of contact:

- Step 1 Employee raises grievance with his/her immediate supervisor or Union representative raises grievance with the Carrier official most immediately involved (written communication not required).
- Step 2 The employee and/or his/her Union representative shall, as soon as possible but not later than sixty (60) days after an employee could reasonably know of the occurrence giving rise to the grievance, reduce the matter to written form, stating all facts in detail, citing section or sections violated and proposed remedy, and submit same to immediate supervisor, or the Carrier official most immediately involved. The supervisor or official shall within sixty (60) days, record his/her disposition in written detail, returning same to the Union representative and the employee.
- Step 3 Failing to resolve the grievance in the second step, the Union representative shall, within sixty (60) days of receipt of the supervisor's disposition take up the matter with the Tacoma Rail



Superintendent, or his/her designated representative (with a copy to the City's Labor Relations Office). Management shall, within sixty (60) days of receipt of the grievance, and after consulting with the Human Resources Director or his/her designated representative, respond in writing to the Union representative and employee. If the matter is not satisfactorily settled or adjusted in this stage, the grievance may be submitted to arbitration.

Section 17.2 Grievances not resolved may be referred to the following processes by the Union. Within sixty (60) days following completion of the steps listed, the Union shall give notice of its intention to pursue disposition of the grievance before a tribunal (Public Law Board, Special Board of Adjustment or National Railroad Adjustment Board) having jurisdiction by law or agreement, that has been agreed to by the parties hereto as provided in Section 3 of the Railway Labor Act. Any decision by the tribunal shall have no power to add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the terms of this Agreement.

Each party shall bear the expense of its own costs of preparing and presenting its own case, including compensating its own representatives, witnesses, and attorney's fees. The Union and the Carrier shall share equally in the cost of services from the neutral arbitrator or tribunal. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

Section 17.3 It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

#### ARTICLE 18 – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established consisting of two (2) members of Labor, the Union Business Representatives or a designee, and one (1) bargaining unit employee appointed by the Union; the Human Resources designee; and one (1) management staff member appointed by the Rail Superintendent.

The Committee shall be advisory in nature and will meet on a quarterly basis on the first Thursday in the months of February, May, August and November. Meetings may be cancelled or postponed by mutual agreement. The Committee shall be used to discuss and investigate issues of common concern but shall not be used to discuss negotiable issues unless both parties so agree.

The Committee shall establish its own rules of procedure and time and place of meetings. The Chair of Committee shall rotate between Labor and Management.

#### ARTICLE 19 – SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. Both parties agree to immediately attempt to re-negotiate such invalidations to a form acceptable to both parties and which meets with the legal approval of the City Attorney.

#### ARTICLE 20 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2018, to and including December 31, 2020, provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto under the provisions of the Railway Labor Act as amended. It is the intent of the parties to this Agreement that a Section Six Notice for change or modification shall not be submitted prior to July 1, 2020 to be effective no sooner than January 1, 2021.

## APPENDIX A

DISTRICT LOCAL #160 of the IAM and AW on behalf of LOCAL LODGE #297

### Tacoma Rail Track Workers Unit

Effective January 1, 2018 and retroactive exclusively for bargaining unit members employed upon the date of the Union's ratification of this Agreement, the hourly wages shall increase by an amount equal to three (3%) percent.

The following matrix shows wages effective January 1, 2018:

Code	A	Job Title	1	2	3	4	5	6
71450		Railway Track Equipment Mechanic-Welder	29.08	30.87	32.65	34.41	36.21	
71190		Railway Track Inspector	24.48	26.11	27.75	29.38	31.01	32.64
7119A		Railway Track Inspector w 5+yr exp	24.48	26.11	29.38	32.64		
71210		Railway Track Maintenance Supervisor	26.28	28.03	29.78	31.53	33.28	35.03
7121A		Railway Track Maintenance Supervisor w 5+yr exp	26.28	28.03	31.53	35.03		
71200		Railway Track Maintenance Worker	23.34	24.90	26.45	28.01	29.56	31.12
7120A		Railway Track Maintenance Worker w 5+yr exp	23.34	24.90	28.01	31.12		

Effective January 1, 2019, employees shall progress from Step 1 (90%) to Step 2 (Journey Rate) upon completion of six months' service in accordance with Section 1.12.030 of the Tacoma Municipal Code.

Effective January 1, 2019 and retroactive exclusively for bargaining unit members employed upon the date of the Union's ratification of this Agreement, the hourly wages shall increase by an amount equal to three and six tenths (3.6%) percent. The Railway Track Maintenance Worker classification (71200) shall receive an additional fifty cents (\$.50) per hour increase applied after calculation of the across the board wage adjustment. The Railway Track Inspector classification (71190) shall receive an additional sixty six cents (\$.66) per hour increase applied after calculation of the across the board wage adjustment. The Railway Track Supervisor classification (71210) shall receive an additional fifty cents (\$.50) per hour increase applied after calculation of the across the board wage adjustment.

The following matrix shows wages effective January 1, 2019:

Job Code	A	Job Title	Step 1 - 90% of Journey Rate	Step 2 - Journey Rate
71190		Railway Track Inspector	31.03	34.48
71210		Railway Track Maintenance Supervisor	33.11	36.79
71200		Railway Track Maintenance Worker	29.47	32.74
71450		Railway Track Equipment Mechanic-Welder	33.77	37.52

Effective January 1, 2020, the hourly wages shall increase by an amount equal to three (3%) percent.

The following matrix shows wages effective January 1, 2020:

Job Code	A	Job Title	Step 1 - 90% of Journey Rate	Step 2 - Journey Rate
71190		Railway Track Inspector	31.96	35.51
71210		Railway Track Maintenance Supervisor	34.11	37.90
71200		Railway Track Maintenance Worker	30.35	33.72
71450		Railway Track Equipment Mechanic-Welder	34.78	38.64

## **APPLICATION OF RATES**

### **Railway Track Maintenance Supervisor (Track II)**

The most senior qualified employee assigned responsibility for a roadway work group shall receive Railway Track Maintenance Supervisor (Track II) rate for performing the supervision of track and/or bridge restorations, renewals, and roadway worker protection as prescribed in 49 CFR Parts 213, 214 and/or 237 for each day so assigned and having served in that capacity within that work group. In addition to responsibilities prescribed in 49 CFR Parts 213, 214 and/or 237 Carrier requires the same employee to be responsible for expeditious planning, and execution of the assigned task(s).

NOTE: Track Inspector(s) and Lone Workers as described in 49 CFR, Part 214.337 are not entitled to this allowance.

### **Railway Track Inspector**

The most senior qualified employee assigned responsibility for performing inspection of a railroad bridge and its individual components consistent with 49 CFR Part 237 shall receive Railway Track Inspector rate of pay.

### **Period of Probation**

The Probationary period for initially hired railway employees shall be 125 working days actually worked in the classification to which such employee is appointed to include on-the-job training time for initially hired employees. During this period, employees may be disciplined or terminated with or without cause and without access to a Formal Hearing or the Grievance Procedure.

### **Longevity Pay**

Employees who currently qualify for participation in the longevity program consistent with Ordinance 20938 and the Tacoma Joint Labor Agreement will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired after ratification of this Agreement shall not be eligible or participate in the longevity program.

### **Retirement Contributions**

Upon ratification of this Agreement, the Carrier will withdraw the bargaining unit from the Western Metals Pension Fund and assume withdrawal liabilities in accordance with plan procedures and applicable law.

### **Wage Overpayments**

In the interest of incentivizing employee retention, employees covered by this agreement and in active service shall be eligible for Carrier forgiveness of wage overpayments associated with the Western Metal Pension plan rehabilitation contributions based upon the following schedule:

January 1, 2018	Forgive up to \$2,000
October 1, 2018	Forgive up to \$1,000
July 1, 2019	Forgive up to \$1,000
April 1, 2020	Forgive up to \$1,000

December 31, 2020      Forgive up to \$1,000

While continuously employed with the Carrier, the Carrier will hold in abeyance the outstanding amount of the wage overpayments referenced above. Should an employee separate from employment for any reason, any outstanding amount shall become immediately due. It is the intent of the parties to remove this clause from the successor to this Agreement.

EXECUTED IN TACOMA, WASHINGTON, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

City of Tacoma  
Department of Public Utilities

District Lodge #160 of the IAM and AW  
on behalf of LOCAL LODGE #297

\_\_\_\_\_  
Director of Public Utilities

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Shop Steward

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Superintendent Tacoma Rail

\_\_\_\_\_  
Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk