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RESOLUTION NO. U-11150

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

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

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

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



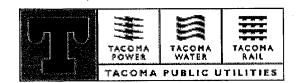
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WHEREAS the Director requests authorization, pursuant to TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve term extensions and renewals for all items contained in Exhibit "A;" Now, therefore,

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

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

Approved as to form:		
L CT 1	Chair	
Chief Deputy City Attorney	Secretary	
	Adopted	
Clark		



RESOLUTION NO.: 11-11150

ITEM NO.:

MEETING DATE:

MARCH 25, 2020

TO:

Board of Contracts and Awards

FROM:

Joseph A. Wilson, Transmission & Distribution Manager

Don Ashmore, Fleet Manager, Transmission & Distribution/Fleet Services

COPY:

Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP

Coordinator, and Doreen Klaaskate, Finance/Purchasing.

SUBJECT:

Purchase of Utility Truck Body Devices - Increase Contract

Sourcewell Contract No. 012418-ALT, Ariba Contract C835 -

March 25, 2020

DATE:

March 9, 2020

RECOMMENDATION SUMMARY:

Tacoma Public Utilities (TPU) Fleet Services requests approval to increase contract C835, to Altec Industries Inc, Birmingham, AL, by \$4,087,800.00 plus any applicable taxes, to continue purchasing various new utility truck bodies and devices planned for replacement in 2021-2022. This increase will bring the contract to a cumulative total of \$7,914,306.22, plus any applicable taxes.

BACKGROUND:

This contract includes various models of aerial, digger derrick, boom truck and knuckle boom crane device utility trucks and bodies that will be installed on new City-owned chassis to make completed unit(s). The contract amount requested is the total estimated replacement costs that include the base price plus options planned for the new vehicle purchases (detailed on the attached list) during the contract period. There is no guaranteed or minimum purchase requirement.

ISSUE: The new vehicles will be assigned across Tacoma Water and Tacoma Power work groups for crews to use for various maintenance and construction projects and fulfilling work responsibilities throughout our service area to include outlying site locations. Work performed in these vehicles will aid in timely responses to service requests, emergencies and outages and include various tasks such as vegetation management and year-round line clearance tree trimming which assist in reducing power outages and help maintain safe distances around power lines; lifting heavy utility vaults, transformers, poles and other related materials, and dig holes in prep for utility pole setting.

The new vehicles will replace a fleet of vehicles subject to Fleet replacement criteria, which addresses a combination of mileage, age, mechanical condition, job suitability and safety factors.

ALTERNATIVES:

Not replacing this equipment, which has reached its useful life due to age and mechanical condition and is not cost effective to maintain, runs the risk of equipment failure and breakdown. In the event of the equipment not being operational when required or alternatively, we would have to locate rental units and may likely not find the proper equipment available or the number necessary, which could delay utility project work schedules.

Revised: 08/23/19



COMPETITIVE SOLICITATION: Sourcewell Contract No. 012418-ALT is a competitively solicited contract valid March 14, 2018 through March 14, 2022 with the option to extend for an additional one-year term. Sourcewell conducted a Request for Proposals, Specification No. 012418 and 14 submittals were received on January 25, 2018. This contract meets Tacoma's competitive solicitation requirements by means of a cooperative purchasing agreement with Sourcewell. Purchasing through this cooperative contract provides the City increased savings by pooling resources to leverage the market through volume discounts.

CONTRACT HISTORY: This contract was originally approved on April 24, 2019 per Public Utility Board Resolution No. U-11078 #1. The initial contract was approved for \$3,826,506.22 plus applicable taxes, for planned utility truck body and devices purchases for 2019-2020 only. This increase request is the first amendment to the contract.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

Funds for this are available in the 2019-2020 budget of the Department of Public Utilities for the Power, Water and Rail Divisions and the Fleet Services Fund.

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
5050 – TPU Fleet Services			\$4,087,800.00
TOTAL			\$4,087,800.00

REVENUES:

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

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: N/A (spend to start in 2021)

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

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

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Chris Robinson, Power Superintendent

Scott Dewhirst Water Superintendent Dale King Rail Superintendent

Nale W. King

APPROVED:

Jackie Flowers, Director of Utilities



RESOLUTION NO.: U-11150

ITEM NO.:

MEETING DATE:

MARCH 25, 2020

TO:

Board of Contracts and Awards

FROM:

Joseph A. Wilson, Transmission & Distribution Manager

COPY:

Don Ashmore, Fleet Manager, Transmission & Distribution/Fleet Services Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP

Coordinator, and Doreen Klaaskate, Finance/Purchasing

SUBJECT:

Purchase of Hybrid Walk-in Step Vans, Various Sizes

WA State Contract No. 00814 - March 25, 2020

DATE:

March 6, 2020

RECOMMENDATION SUMMARY:

Tacoma Public Utilities (TPU) Fleet Services recommends a contract be awarded to Gordon Truck Centers, Inc. dba Freightliner Northwest, Pacific, WA, for purchase of new Freightliner model MT-55 Hybrid Walk-in Step Vans, in the amount of \$7,500,000.00, plus applicable taxes, for a contract term of March 1, 2020 to August 4, 2022.

BACKGROUND:

The contract amount requested is the total estimated replacement costs that include the base price plus options planned for the new vehicle purchases (detailed on the attached list) during the contract period. There is no guaranteed or minimum purchase requirement.

ISSUE: The new vehicles will be assigned across Tacoma Water and Tacoma Power work groups for crews to use for various maintenance and construction projects and fulfilling work responsibilities throughout our service area to include outlying site locations. The new vans are designed to be mobile work stations that typically have a work bench and storage compartments for tools, equipment, parts and other necessary cargo inside in order to accomplish required work tasks in the field. The new vehicles will replace a fleet of vehicles subject to Fleet replacement criteria, which addresses a combination of mileage, age, mechanical condition, job suitability and safety factors.

ALTERNATIVES:

Not replacing this equipment, which has reached its useful life due to age and mechanical condition and is not cost effective to maintain, runs the risk of equipment failure and breakdown. In the event of the equipment not being operational when required or alternatively, we would have to locate rental units and may likely not find the proper equipment available or the number necessary which could delay utility project work schedules.

COMPETITIVE SOLICITATION: This contract was awarded as a result of State of Washington Invitation for Bid 00814. The contract term is August 5, 2014 through August 4, 2022, and has no remaining options available to extend.

Through an interlocal cooperative purchasing agreement, the City of Tacoma purchases will be at State contract prices and terms, and meet competitive bidding requirements. Utilizing this State contract is the most cost-effective means as price concessions received by the State exceed those TPU would receive as a single entity. This is due to the high quantity of purchases made by State agencies, as well as municipalities and other government agencies.

Revised: 08/23/19



CONTRACT HISTORY: New contract.

SUSTAINABILITY: These new vans will have Odyne Hybrid Systems that are plug-in hybrid electric vehicle (PHEV) systems for medium and heavy duty work trucks/vans. The advanced plug-in hybrid technology enables trucks to have substantially lower emissions, improved performance, quieter job site operation, lower fuel consumption and reduced operating and maintenance costs. In support of the City's Environmental Action Plan goals, TPU Fleet Services works with the vehicle work groups to make efforts to lower fossil fuel consumption through biofuel use and considers environmental friendly alternatives such as this when making vehicle related procurement decisions.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

Funds for this are available in the 2019-2020 budget of the Department of Public Utilities for the Power and Water Divisions and the Fleet Services Fund.

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
5050 - TPU Fleet Services		5641500	\$7,500,000.00
TOTAL			\$7,500,000.00

REVENUES:

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

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: N/A (spend to start in 2021)

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

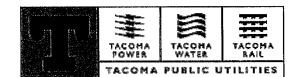
Scott Dewhirst, Water Superintendent



APPROVED:

Jackie Flowers, Director of Utilities

Replaces Equipment	Replaces Equip Description	New Van Description	Functional Loc.	Planned Repl Year	Estimated Cost
7112385	99 GMC TP31842 STEP VAN 1T	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-PWR -TD -563400	2021	\$300,000.00
7114730	03 WKHRS P31852 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-SDIV-FLEET -574201	2021	\$300,000.00
7114732	03 WKHRS STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2021	\$300,000.00
7117006	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7117007	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2021	\$300,000.00
7117008	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7117029	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7117030	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -SPLY -584200	2021	\$300,000.00
7117031	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -SPLY -584200	2021	\$300,000.00
7117032	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -SPLY -584200	2021	\$300,000.00
7117033	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582100	2020	\$300,000.00
7117034	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7117035	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7117299	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7117300	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7117301	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7117302	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7117303	08 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -SPLY -584400	2021	\$300,000.00
7118171	09 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR-SPLY -584400	2021	\$300,000.00
7118173	10 FRGHT MT-45 STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -SPLY -584200	2021	\$300,000.00
7118569	11 FRGHT MT-55 HEV STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7118570	11 FRGHT MT-55 HEV STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7119149	11 FRGHT MT-55 HEV STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7119150	11 FRGHT MT-55 HEV STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
7119151	11 FRGHT MT-55 HEV STEP VAN	Freightliner MT55 Hybrid Cube Step Van	FM-U-FS-C-WTR -DIST -582400	2020	\$300,000.00
					\$7,500,000.00



RESOLUTION NO.: <u>*U-11150*</u>
ITEM NO.: 3

MEETING DATE:

3/25/2020

TO:

Board of Contracts and Awards

FROM:

Clay Norris. Tacoma Power/Power Management

Chris Juchau, Power Analyst, Tacoma Power/Power Management

COPY:

Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, , and

Seth Hartz, Finance/Purchasing

SUBJECT:

Energy Imbalance Market (EIM) Software Solutions Implementation

Request for Proposals Specification No. PM19-0374F, Contract No.CW2233879

and CW2233881-3/25/2020

DATE:

3/13/2020

RECOMMENDATION SUMMARY:

The Power Management section of Tacoma Power recommends a contract be awarded to Power Costs, Inc., Norman, OK and Open Access Technologies, Minneapolis, MN, for the implementation and licensing of software that will enable Tacoma Power to participate in the California Independent System Operator's (CAISO) Energy Imbalance Market (EIM), in the amount of \$7,940,000 (Power Costs, Inc.) and \$1,350,000 (Open Access Technologies), plus applicable taxes, for an initial contract term of seven years. There are no options included in the contracts to renew the contracts beyond the seven year term.

BACKGROUND:

The California Independent System Operator (CAISO) Energy Imblance Market (EIM) is an extension of the CAISO real-time bulk power centralized trading market to balancing areas outside of CAISO's footprint. Siting a cost/benefit analysis that identified likely net benefits from Tacoma Power's participation in the EIM as well as the mitigation of likely risks to the utility, the Tacoma Public Utilities Board authorized the Director of Utilities to enter into an EIM implementation agreement with CAISO on June 26th, 2019. The implementation agreement was subsequently signed in August of 2019.

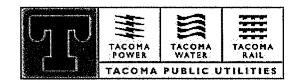
The contracts submitted for approval in this C&A letter are for the procurement of software needed to join and participate in the EIM.

The contract with Power Costs, Inc., is for a software-as-a-service (SaaS) solution that will provide functionality needed for EIM participation. That functionality includes, but is not limited to: power trading, power scheduling, EIM base schedule submission, meter data management, and settlements and invoicing. The second EIM software contractis for the procurement of a SaaS generation and transmission Outage Management System (OMS).

ISSUE:

The purpose of the project is to procure and implement software that will enable Tacoma Power to safely, efficiently, and effectively participate in the EIM. While it is theoretically possible to interact with the EIM using CAISO's native interfaces, doing so would be extremely difficult. CAISO's native interfaces are bare-bones applications that are manual in nature and provide little to no situational awareness in a fast-moving, deadline driven market where a great many factors need to be constantly monitored and adjusted.

Revised: 08/23/19



ALTERNATIVES:

One alternative is to try and enter the EIM using CAISO's native interfaces. To-date, none of the entities that have joined the EIM, or are planning to join the EIM, have done so without the procurement and implementation of third-party software. While this could be done in theory, it would require hiring more staff than currently planned to manually perform all of the tasks that are normally automated by the third party software. It is likely that the additional staffing costs would be greater that the software costs. It is also likely that this approach would be so slow and cumbersome that Tacoma Power would not be able to make effective use of the EIM to economically dispatch its resources.

A second alternative is for Tacoma Power to attempt to build and maintain its own software suite. While there is one EIM entity that has taken this approach, due to geography that entity interacts with the EIM in a very different manner than all of the other EIM entities. This entity also has a very large information technology staff with significant experience in building applications used for power trading and scheduling. (The entity in question considers these applications to be proprietary, and is not interested in licensing or otherwise exporting their software.) Tacoma Power simply does not have the resources or experience to build and maintain its own EIM software at this point in time. This option would also likely be more expensive than procuring 3rd party software from an experienced vendor.

COMPETITIVE SOLICITATION:

Request For Proposals (RFP) Specification No. PM19-0374F was opened November 5th, 2019. Five companies were invited to bid in addition to normal advertising of the project. Four submittals were received. The RFP was structured in such a way that different vendors could be selected to supply different components. This approach was taken to give Tacoma Power the option to select best-in-class vendors for each component. The vendors were given a score based on 100 maximum possible points. The vendors were also required to respond to a cyber-security questionnaire. The scoring categories were as follows:

- Qualifications/Experience of Firm and Key Project Personnel 20 points
- Responses to Technical Requirements 25 points
- Project Methodolgy and Approach 15 points
- Reporting Capabilities 5 points
- Training Plan 5 points
- Fees and Charges/Value 15 points
- SBE/MWBE 5 points
- Submittal Quality, Organization, and Completeness 10 points
- Completion of Cyber-Security Worksheet Pass/Fail

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Based on their proposal, PCI was selected to provide all of the EIM software with the exception of the Outage Management System (OMS).

Respondent (RFP)	Location (city and state)	Score
Power Costs, Inc.	Norman, OK	88.2
Open Access Technologies Interational, Inc.	Minneapolis, MN	87.1
MCG Energy Solutions, LLC	Minneapolis, MN	86.1
Hartigen Solutions, LLC	Houston, TX	NA*

^{*} Hartigen did not submit a proposal for one the software components included in this procurements and so cannot be scored relative to the other vendors.

OATI was selected to provide the OMS.

Respondent (RFP)	Location (city and state)	<u>Score</u>
Open Acces Technologies Internations, Inc.	Minneapolis, MN	89.7
Power Costs, Inc.	Norman, OK	87.5
MCG Energy Solutions, LLC	Minneapolis, MN	79.2
Hartigen Solutions, LLC	Houston, TX	67.9

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: There were no SBE repondents.



FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Tacoma Power Fund 4700*	80000465	5310100	\$9,290,000
TOTAL			

^{*}An EIM specific cost center is being established for costs that accrue after the current biennium.

REVENUES:

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

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$1,194,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Enter Yes, No, or N/A No, not for the current biennium.

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

Staff believes the cost of procuring and implementing EIM software can be offset with budget reductions in other areas. Budget reductions have already been identified to cover the cost of EIM software in the current biennium.

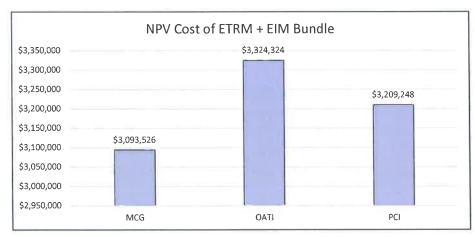
Chris Robinson, Power Superintendent

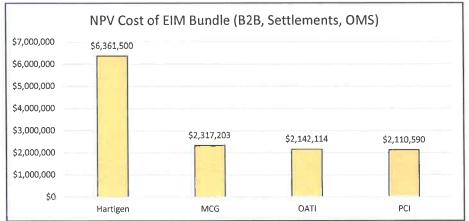
Approved:

Jackie Flowers, Director of Utilitie

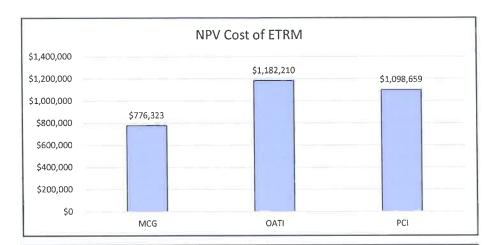
Jackie Flore

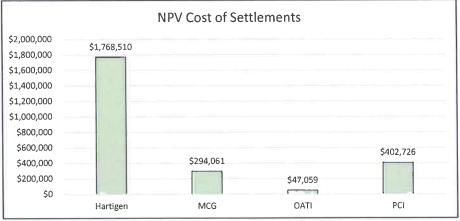
RFP Proposal Costs				
Component	Hartigen	MCG	OATI	PCI
ETRM	NA	\$776,323	\$1,182,210	\$1,098,659
EIM B2B	\$3,744,764	\$1,188,007	\$1,648,924	\$1,167,675
Settlements	\$1,768,510	\$294,061	\$47,059	\$402,726
OMS	\$1,541,382	\$835,135	\$446,132	\$540,190
EIM Bundle	\$6,361,500	\$2,317,203	\$2,142,114	\$2,110,590
ETRM + EIM Bundle	NA	\$3,093,526	\$3,324,324	\$3,209,248





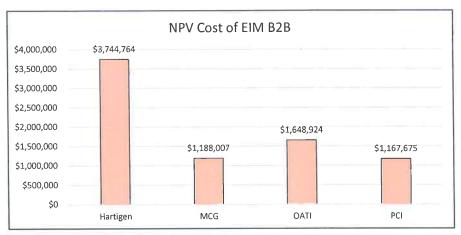
Budget Numbers							
System	Budget Item	Low	High				
ETRM	All Costs	\$0	\$2,000,000				
EIM	Implementation	\$2,300,000	\$4,300,000				
EIM	Annual licensing	\$1,900,000	\$4,750,000				
EIM Total	All EIM	\$4,200,000	\$9,050,000				
ETRM + EIM	All ETRM + EIM	\$4,200,000	\$11,050,000				

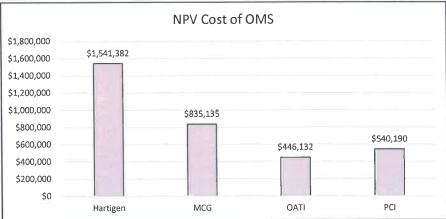




Note: OATI has provided a discounted price of \$2,787,624 if we purchase the entire bundle of products from them. PCI indicated in their proposal that they may also be willing to provide an "enterprise package discount", implementation credits, and complimentary optional modules if considered for all four areas of service. We could ask MCG for a bundled price as well.

Note: NPV cost includes implementation and 5 years of licensing and maintenance



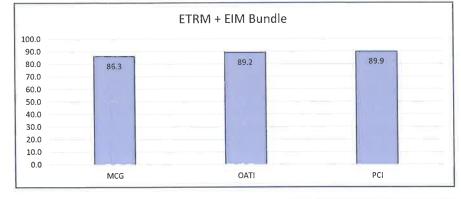


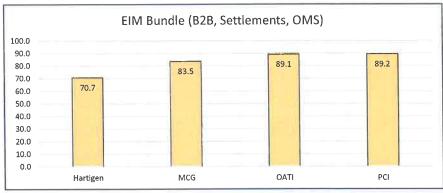
			ETRM -	+ EIM Bundle	Total Score				
		SAC Memb	ers Average Scores		RFP Evaluation Matrix	Evaluation Points Awarded			
Criteria	Hartigen	MCG	OATI	PCI	Points Possible	Hartigen	MCG	OATI	PCI
Qualifications and Experience		7.2	9.6	8.5	20		14.9	20.0	17.6
Techical Requirements		10.0	9.8	10.3	25		24.1	23.7	25.0
Project Methodology		8.8	9.7	8.6	15		13.5	15.0	13.3
Reporting Capabilities		8.6	4.7	7.0	5		5.0	2.8	4.1
Training Plan		8.3	9.0	10.5	5		3.9	4.3	5.0
Fees and Charges		3.2	2.9	3.2	15		15.0	13.7	15.0
SBE, MWBE		0.0	0.0	0.0	5		0.0	0.0	0.0
Submittal Quality		9.3	9.3	9.5	10		9.8	9.8	10.0
Vendor Security Response		Acceptable	Recommended	Recommended	P/F		Pass	Pass	Pass
Sum							86.3	89.2	89.9

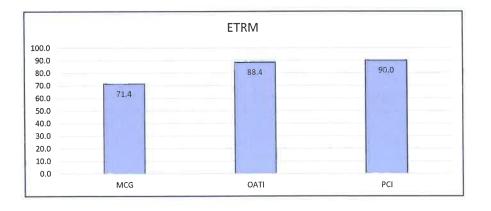
EIM Bundle (B2B, Settlements, OMS)									
		SAC Memb	ers Average Scores		RFP Evaluation Matrix		Evaluation Po	ints Awarded	
Criteria	Hartigen	MCG	OATI	PCI	Points Possible	Hartigen	MCG	OATI	PCI
Qualifications and Experience	8.0	7.2	9.6	8.5	20	16.7	14.9	20.0	17.6
Techical Requirements	7.7	10.1	10.0	10.5	25	18.2	24.1	23.7	25.0
Project Methodology	8.2	8.8	9.7	8.6	15	12.7	13.5	15.0	13.3
Reporting Capabilities	10.0	8.6	4.7	7.0	5	5.0	4.3	2.4	3.5
Training Plan	9.4	8.3	9.0	10.5	5	4.5	3.9	4.3	5.0
Fees and Charges	1.2	4.4	4.7	5.0	15	3.6	13.2	14.1	15.0
SBE, MWBE	0.0	0.0	0.0	0.0	5	0.0	0.0	0.0	0.0
Submittal Quality	9.7	9.3	9.3	9.5	10	10.0	9.6	9.6	9.8
Vendor Security Response	Acceptable	Acceptable	Recommended	Recommended	P/F	Pass	Pass	Pass	Pass
Sum						70.7	83.5	89.1	89.2

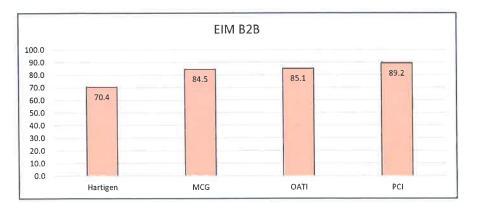
ETRM									
		SAC Memb	ers Average Scores		RFP Evaluation Matrix		Evaluation Po	ints Awarded	
Criteria	Hartigen	MCG	OATI	PCI	Points Possible	Hartigen	MCG	OATI	PCI
Qualifications and Experience		7.2	9.6	8.5	20		14.9	20.0	17.6
Techical Requirements	1 111	9.6	9.3	9.9	25		24.2	23.5	25.0
Project Methodology		8.8	9.7	8.6	15		13.5	15.0	13.3
Reporting Capabilities		8.6	4.7	7.0	5		5.0	2.8	4.1
Training Plan		8.3	9.0	10.5	5		3.9	4.3	5.0
Fees and Charges		0.0	7.9	9.0	15		0.0	13.1	15.0
SBE, MWBE		0.0	0.0	0.0	5		0.0	0.0	0.0
Submittal Quality		9.3	9.3	9.5	10		9.8	9.8	10.0
Vendor Security Response		Acceptable	Recommended	Recommended	P/F		Pass	Pass	Pass
Sum							71.4	88.4	90.0

	EIM B2B									
		SAC Memb	ers Average Scores		RFP Evaluation Matrix	Evaluation Points Awarded				
Criteria	Hartigen	MCG	OATI	PCI	Points Possible	Hartigen	MCG	OATI	PCI	
Qualifications and Experience	8.0	7.2	9.6	8.5	20	16.7	14.9	20.0	17.6	
Techical Requirements	7.7	10.1	10.0	10.5	25	18.2	24.1	23.7	25.0	
Project Methodology	8.2	8.8	9.7	8.6	15	12.7	13.5	15.0	13.3	
Reporting Capabilities	10.0	8.6	4.7	7.0	5	5.0	4.3	2.4	3.5	
Training Plan	9.4	8.3	9.0	10.5	5	4.5	3.9	4.3	5.0	
Fees and Charges	2.1	8.5	6.1	9.0	15	3.4	14.2	10.1	15.0	
SBE, MWBE	0.0	0.0	0.0	0.0	5	0.0	0.0	0.0	0.0	
Submittal Quality	9.7	9.3	9.3	9.5	10	10.0	9.6	9.6	9.8	
Vendor Security Response	Acceptable	Acceptable	Recommended	Recommended	P/F	Pass	Pass	Pass	Pass	
Sum						70.4	84.5	85.1	89.2	







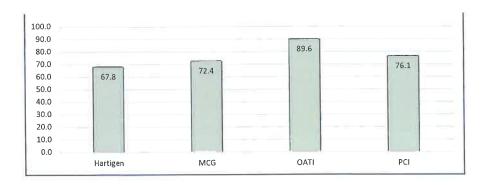


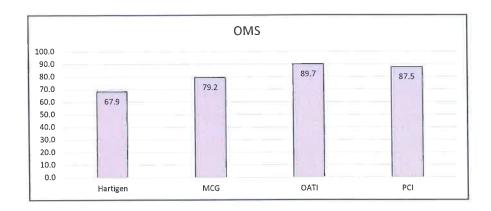
		SAC Memb	ers Average Scores		RFP Evaluation Matrix		Evaluation Po	ints Awarded	
Criteria	Hartigen	MCG	OATI	PCI	Points Possible	Hartigen	MCG	OATI	PCI
Qualifications and Experience	8.0	7.2	9.6	8.5	20	16.7	14.9	20.0	17.6
Techical Requirements	8.0	10.1	10.0	10.7	25	18.7	23.7	23.4	25.0
Project Methodology	8.2	8.8	9.7	8.6	15	12.7	13.5	15.0	13.3
Reporting Capabilities	10.0	8.6	4.7	7.0	5	5.0	4.3	2.4	3.5
Training Plan	9.4	8.3	9.0	10.5	5	4.5	3.9	4.3	5.0
Fees and Charges	4.5	34.5	213.0	26.6	15	0.3	2.4	15.0	1.9
SBE, MWBE	0.0	0.0	0.0	0.0	5	0.0	0.0	0.0	0.0
Submittal Quality	9.7	9.3	9.3	9.5	10	10.0	9.6	9.6	9.8
Vendor Security Response	Acceptable	Acceptable	Recommended	Recommended	P/F	Pass	Pass	Pass	Pass
Sum						67.8	72.4	89.6	76.1

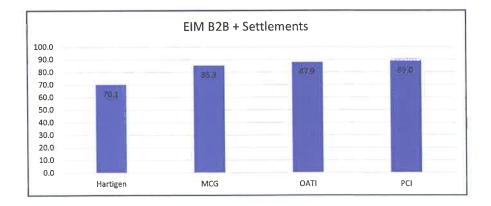
	OMS								
		SAC Memb	ers Average Scores		RFP Evaluation Matrix	Evaluation Points Awarded			
Criteria	Hartigen	MCG	OATI	PCI	Points Possible	Hartigen	MCG	OATI	PCI
Qualifications and Experience	8.0	7.2	9.6	8.5	20	16.7	14.9	20.0	17.6
Techical Requirements	6.9	10.6	10.1	10.8	25	16.1	24.5	23.4	25.0
Project Methodology	8.2	8.8	9.7	8.6	15	12.7	13.5	15.0	13.3
Reporting Capabilities	10.0	8.6	4.7	7.0	5	5.0	4.3	2.4	3.5
Training Plan	9.4	8.3	9.0	10.5	5	4.5	3.9	4.3	5.0
Fees and Charges	4.5	12.6	22.6	19.9	15	3.0	8.4	15.0	13.2
SBE, MWBE	0.0	0.0	0.0	0.0	5	0.0	0.0	0.0	0.0
Submittal Quality	9.7	9.3	9.3	9.5	10	10.0	9.6	9.6	9.8
Vendor Security Response	Acceptable	Acceptable	Recommended	Recommended	P/F	Pass	Pass	Pass	Pass
Sum						67.9	79.2	89.7	87.5

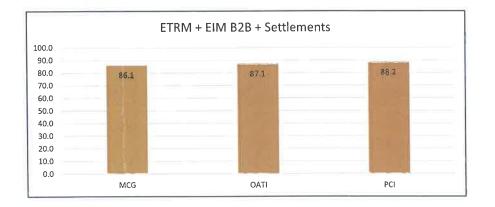
			E	M B2B + Settle	ments				
		SAC Memi	ers Average Scores		RFP Evaluation Matrix	Evaluation Points Awarded			
Criteria	Hardgen	MCG	OATI	PÇI	Points Possible	Hartigen	MCG	OATI	PCI
Qualifications and Experience	8.0	7.2	9.6	8.5	20	16.7	14.9	20.0	17.6
Techical Requirements	7.7	10.1	10.0	10.5	25	18.2	24.1	23.7	25.0
Project Methodology	8.2	8.8	9.7	8.6	15	12.7	13.5	15.0	13.3
Reporting Capabilities	10.0	8.6	4.7	7.0	5	5.0	4.3	2.4	3.5
Training Plan	9.4	8.3	9.0	10.5	5	4.5	3.9	4.3	5.0
Fees and Charges	1.4	6.8	5.9	6.7	15	3.1	15.0	12.9	14.7
SBE, MWBE	0.0	0.0	0.0	0.0	5	0.0	0.0	0.0	0.0
Submittal Quality	9.7	9.3	9.3	9.5	10	10.0	9.6	9.6	9.8
Vendor Security Response	Acceptable	Acceptable	Recommended	Recommended	P/F	Pass	Pass	Pass	Pass
Sum						70.1	85.3	87.9	89.0

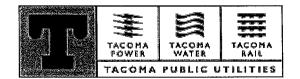
			ETRI	M + B2B + Set	tlements				
		SAC Memb	ers Average Scores		RFP Evaluation Matrix		Evaluation Po	ints Awarded	1000
Criteria	Hartigen	MCG	OATI	PCI	Points Possible	Hartigen	MCG	OATI	PCI
Qualifications and Experience		7.2	9.6	8.5	20	0.0	14.9	20.0	17.6
Techical Requirements		9.8	9.6	10.2	25	0.0	23.9	23.7	25.0
Project Methodology		8.8	9.7	8.6	15	0.0	13.5	15.0	13.3
Reporting Capabilities		8.6	4.7	7.0	5	0.0	5.0	2.8	4.1
Training Plan		8.3	9.0	10.5	5	0.0	3.9	4.3	5.0
Fees and Charges		4.3	3.4	3.8	15	0.0	15.0	11.6	13.2
SBE, MWBE		0.0	0.0	0.0	5	0.0	0.0	0.0	0.0
Submittal Quality		9.3	9.3	9.5	10	0.0	9.8	9.8	10.0
Vendor Security Response		Acceptable	Recommended	Recommended	P/F	Pass	Pass	Pass	Pass
Sum		20 Note: 1				0.0	86.1	87.1	88.2











RESOLUTION NO.: V-11150

ITEM NO.:

4

MEETING DATE:

MARCH 25, 2020

TO:

Board of Contracts and Awards

FROM: Sho

Khannon Wall, Water Division Manager, Tacoma Water Planning and

Engineering,

Michel Peloquin, Professional Engineer, Tacoma Water Planning and

Engineering

COPY:

Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP

Coordinator, and Alex Clark, 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.

4600013700.

DATE:

March 13, 2020

RECOMMENDATION SUMMARY:

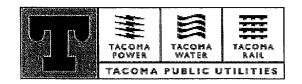
Tacoma Water is requesting approval to increase Contract 4600013700 with CH2M Hill Engineers, Inc., Bellevue, WA (dba Jacobs Engineering) for the Seismic Evaluation of Hood Street Facilities, South Tacoma Pump Station, and Water Operations Building with CH2M Hill by \$713,355.00 to a cumulative total of \$2,490,064.00. The contract amendment is needed to enable the development of detailed engineering design and associated construction documents for building renovations required by the demolition of the office space in the Water Operations Building. Additionally, an extension of the contract completion date to December 31, 2021 is required to complete the increased scope of work attached in Exhibit A-3.

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 of several structures and also potentially provide the design services for the needed improvements and renovations. It was anticipated the scope of work would expand beyond the evaluation of mitigation alternatives to the actual design of the selected mitigation alternatives and renovations. Based on the selection, CH2M Hill was 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 focus on seismic improvements for the Water Operations Building (capital cost estimate \$12.0 million), Hood Street Facilities and South Tacoma Pump Station (capital cost estimate \$1.3 million), and Hood Street Reservoir (capital cost estimate \$2.1 million). These facilities are critical to maintaining or restoring operations in the water system following a major seismic event. The Water Operations Building houses crew offices, warehouse facilities, and a number of full time personnel during the work day. The remaining facilities are essential to maintaining groundwater supply operations.

1



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 documents will be the most efficient way to deliver the final construction contract documents.

COMPETITIVE SOLICITATION:

Request for Qualifications Specification No. WS17-0035F was opened March 21, 2017. Five (5) companies were invited to submit qualifications in addition to normal advertising of the project. Three (3) submittals were received.

CH2M Hill submitted a statement of qualifications that resulted in the highest evaluated score.

Respondent	<u>Location</u> (city and state)	<u>Rank</u>	Evaluation Points
CH2M (dba Jacobs)	Bellevue, WA	1	114
Reid Middleton	Everett, WA	2	110
CDM Smith	Bellevue, WA	3	109

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 for the seismic evaluation of the Hood Street Facilities, South Tacoma Pump Station, and the Water Operations Building - 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 for the purpose(s) of supporting the grant application from the Federal Emergency Management Agency. The contract expiration date was extended to December 31, 2018. This increase was approved by the Director of Utilities.

In November 2018, Amendment No. 2 was issued to increase the contract \$1,159,525.00, bringing the cumulative total to \$1,776,709 for the purpose(s) of providing design services for the seismic improvements of the Groundwater Supply System. The contract expiration date was extended to June 30, 2020. This increase was approved on U-11040.

Amendment 3 will increase the contract \$713,355.00 and bring the contract to a cumulative total of \$2,490,064.00 and extend the contract expiration to December 31, 2021.

SBE/LEAP COMPLIANCE: Not Applicable.



FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600 Water Capital Reserve Fund	WTR-00521	5310100	\$ 10,883
4600 Water Capital Reserve Fund	WTR-00523	5310100	\$702,472
TOTAL			\$713,355

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600 Water Capital Reserve Fund	587501	6311170	\$713,355
TOTAL			\$713,355

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$713,355

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

Exhibit A-3

Scope of Work for Amendment No. 3

Additional Design Services for Seismic Upgrade Project

CH2M HILL Engineers, Inc. (CONTRACTOR) agrees to furnish the City of Tacoma (CITY) the following services, as described herein, as part of Amendment No. 3 to the current Professional Services Contract (SAP Contract No. 4600012676; dated July 12, 2017) between CITY and CONTRACTOR. CH2M HILL Engineers, Inc. is a wholly-owned subsidiary of Jacobs Engineering Group Inc.

The services associated with the original Agreement and Amendment No. 1 to the original Agreement have already been completed. However, services associated with Amendment No. 2 remain on-going. The services presented herein for Amendment No. 3 are additional services to those included in Amendment No. 2 and will generally be completed in coordination and alignment with the services yet to be completed as part of Amendment No. 2. The services presented herein for Amendment No. 3 are for additional work at CITY's Water Operations Building and Hood Street Reservoir. In general, these services at or within the Water Operations Building (WOB) include:

- · Additional fence and materials storage modifications in the yard
- · Additional lighting and security cameras in the yard
- Modifications to existing sidewalk and new sidewalk per City of Tacoma Development Services
- Analyze and design new HVAC System for new office area
- Space plan the new office area
- . Design the new office area
- Seismically analyze Water Operations Building for Life Safety at 475 yrs

In addition to these services at the Water Operations Building, additional design services shall be furnished for the Hood Street Reservoir, including:

- A second roof access hatch that is larger than the existing roof access hatch so that equipment can be passed into the reservoir
- Stairway access (aluminum, stainless steel, or FRP)
- Sealing the reservoir roof to eliminate the current roof leakage
- Removal of gravel and asphalt from reservoir roof and leave roof with bare concrete other than where leakage sealant is applied and where steel connecting plates are installed

The additional work associated with Amendment No. 3 changes the schedule for completion of the overall project. The revised anticipated schedule through completion of design and permitting is presented as Exhibit B-3.

The budget for the services presented herein for Amendment No. 3 is presented in Exhibit C-3. The task and subtask budget subtotals in Exhibit C-3 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. 3, shall be the not-to-exceed budget limit. Managing to the aggregate budget total shall be affected in recognition that some task budgets will be exceeded while others may be underspent. 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.

Overview of Scope Task Structure

The task numbering structure of scope of work presented herein continues and/or supplements the task numbering structure from Amendment No. 2. The purpose for this task numbering structure approach is that Amendment No. 3 work is supplemental and additional to the continued and on-going work of Amendment No. 2. Note that Tasks 1 through 5 of Amendment No. 2 are completed and no supplement for those tasks are included in this Amendment No. 3. The tasks for which new scope and new budget are included in this Amendment No. 3 are presented below, starting at Task 6:

- 6. Supplemental Design Work
 - WOB Sidewalk
 - WOB Yard Site/Civil
 - WOB Yard Lighting/Camera
 - WOB New Office Area
 - Additional Hood Street Reservoir Upgrades
- 7. Supplemental Estimated Costs
- 8. Supplemental Permitting Support
- 9. Supplemental Project Management
- 10. Additional Seismic Analysis
- 11. Space Planning
- 12. HVAC Analysis

Task 6. Supplemental Detailed Design

CONTRACTOR shall undertake detailed design of the improvements described in the subtasks below. These are new design elements that are additional or supplemental to the design elements identified in Amendment No. 2. Design of these improvements shall be incorporated into the Task 6 design work of Amendment No. 2.

As such, the improvements presented in the subtasks below, shall be designed in conformance with the multi-phase design approach that includes the following phases: 60-percent, 90-percent, Building Department Permit Submittal, and Construction Documents. Note that the 30-percent phase of design is not broken out separately herein, but it is instead being incorporated into 60-percent design. The main reason for doing this is to save time developing a separate design deliverable and reduce the overall design schedule. This is important, given the extended period that has been required to complete key analyses on the Hood Street Reservoir and the Water Operations Building.

In addition to the supplemental improvements to be designed, the seismic upgrade design for the Hood Street Reservoir and the Water Operations Building will be different than what was described in Amendment No. 2. The planned seismic upgrade improvements were presented in the Hood Street Reservoir Report, prepared as part Task 1.3 of Amendment No. 2. The planned seismic upgrade improvements for the Water Operations Building are presented in the report completed as part of Task 11.2, as presented below. The budget from Amendment No. 2 can accommodate these two changes in seismic upgrade design and therefore shall remain unchanged with respect to these seismic upgrades.

The budget associated with the improvement items below shall be distributed among these phases, accordingly, in Exhibit C-3.

A list of the design drawings for the design work identified as part of Amendment No. 2, and this Amendment No. 3, are presented in Attachment A. The new and/or revised drawings, per this Amendment No. 3, are indicated with bold, italic font in Attachment A.

Note that while this is not a new design item, it is assumed that there will be temporary facilities for CITY staff that will retain office facilities at the WOB during the time the new office area of the WOB is under construction. These temporary facilities are understood to be part of CONTRACTOR's design requirements and shall include: (1) offices for up to 8 staff, (2) one men's restroom, (3) one women's restroom, and (4) no locker rooms or showers. It is understood that crew staff will use other CITY locker room and shower facilities during this time.

6.6 Sidewalk

CONTRACTOR shall undertake the design of sidewalk and driveway improvements on the north side of the Water Operations Building adjacent to, and on the south side of, South 35th Street. These improvements generally include new sidewalk, removal of a driveway, replacement of a driveway, removal of asphalt from a planting strip, replacement of broken sidewalk concrete, and replacement of asphalt in front of driveways. The west end of the improvement area starts at the east side of the furthest-west access driveway onto the WOB property from South 35th Street. The furthest east end of the sidewalk project area is the west side of the Windom Street driveway. Attached to this scope as Attachment B is a letter and graphical description of the scope of sidewalk work to be undertaken.

Summary of Key Assumptions for Sidewalk Design

- No contaminated materials are present for the limits of the off-site improvements.
- No survey shall be undertaken in support of design of the sidewalk modifications. The construction contractor shall be required to undertake field surveying and staking to demonstrate compliance with the CITY's standard sidewalk, curb, and driveway details.
- Existing curb along South 35th Street adjacent to the Water Operations Building shall remain in place. The adjacent asphalt strip shall be removed and replaced with grass. No irrigation of this new grass strip shall be designed.
- No new or replaced storm drainage infrastructure is required or included in this work.
- The existing utility vault behind the sidewalk near the east end of South 35th Street shall not be relocated. The new sidewalk alignment shall be widened to include the vault within the sidewalk.
- Soil conditions for asphalt replacement shall not require over-excavation and replacement of unsuitable soils.
- No geotechnical services or input from prior geotechnical investigations are required for this work.
- Irrigation and landscaping design are not included in this scope of work.
- No utility relocation is included as part of this work.
- CITY shall provide aerial mapping files to be used as part of base plan drawings for sidewalk
 modifications. These files shall be used in combination with the topographical survey files provided
 by CITY from the work conducted in 2007 by AHBL.

6.7 Yard Site/Civil

CONTRACTOR shall incorporate site/civil modifications into the design, requiring the construction contractor to undertake the following work items. These site/civil modifications include the following:

 Create a new fenced storage area just to the south of the existing yard area, and south of Windom Street. This new area shall be between the existing Burlington Northern Railroad right of way and the south side of Windom Drive. No new grading, regrading, or surface preparation are included as part of this work. However, if CITY believes that minor regrading is necessary to make this area more usable, the regrading will be accomplished with the addition of new crushed surfacing over the existing gravel surface to establish a more-level grade. CITY and CONTRACTOR each assume the existing area to be an already-graveled area and that new gravel would not trigger stormwater analysis. The new fence shall be comprised of fence posts set in concrete and would be typical chain link with three-strand barbed wire or as specified by CITY.

- Require that the construction contractor move all stored pipe, vaults, and other miscellaneous items from the yard to this new storage area south of Windom Street.
- Demolish and remove the existing 5-bin, concrete material storage structure in the middle of the WOB yard just east of the south loading dock. Replace this structure with asphalt paving matching existing grades.
- Require that construction contractor relocate items from the gravel area just south of the south loading dock of the WOB. This gravel area shall be left unchanged (unpaved) to avoid changes to the amount of impervious surface that would require a stormwater management plan. It is understood that paving this area may be included in a potential future project to expand the yard of the WOB and realign Windom Street further to the south.

6.8 Yard Lighting and Cameras

CONTRACTOR shall install new light standards in the yard of the WOB. The new light standards shall be adjacent to the existing perimeter fence on the south side of the yard. Up to three new light standards are anticipated in this area. These new light standards are intended to provide lighting for the south portion of the yard, within the existing restricted area, as well as for the new storage area just south of Windom Street.

The location of the new standards shall be selected with input from CITY. The new light standards are primarily intended for the near-term future yard configuration with the new storage area south of Windom Street. It is understood that the new storage area south of Windom Street will be temporary in its initial configuration. It is understood that the longer-term CITY plan is to re-align Windom Street to the south and incorporate the new temporary storage area into the secure yard area of the WOB.

Whether or not the new light standards (up to three) are effectively situated for the potential long-term future re-configuration and expansion of the WOB yard (that includes realigning Windom Street further south) is not certain. Power shall be extended via trench installation through the paved WOB yard from the existing electrical panel at the WOB. Trench surface restoration shall be an asphalt patch.

CONTRACTOR shall undertake a load analysis of the WOB site to ensure that there is sufficient power capacity to the site to accommodate the new lighting as well as the design upgrade for the new office area presented in Subtask 6.4. CITY shall provide historical load metering data (for a year) if it is available; otherwise, CITY shall meter and monitor loading to the WOB site for up to two months and provide to CONTRACTOR. CONTRACTOR shall report the results of the load analysis in a brief technical memorandum of up to one page in length including tabulated load information. Metering data shall be attached.

CONTRACTOR shall include wiring, conduit, and installation mountings of up to three new security cameras – one on each of the new light standards. No new security cameras are included as part of this work, as it is understood CITY may undertake this work at some time in the future. Security camera wiring shall be routed in the same trench as the lighting wiring back to WOB. The security camera wiring shall be routed to near CITY's security system panel for temporary termination and potential future connection by CITY to its security system panel. CITY shall furnish details and specifications on lighting and or lighting/camera support standards that it prefers; otherwise, CONTRACTOR shall base the design on a standard that CONTRACTOR deems acceptable.

Deliverables:

Load analysis tech memo

6.9 New Office Area

CONTRACTOR shall complete detailed design of the new office area and integrate the design with the design of the structural seismic upgrades included in Amendment No. 2, and as revised to the 475-yr, Life Safety performance level (described above).

Design of the new office area shall the key elements needed to comprise a new office area, including the following:

- Reconfiguration of the interior office space area in alignment with the results of Task 12, Space
 Planning. This reconfiguration is understood to include closed offices, open work spaces, small and
 large conference rooms, locker rooms, restrooms, storage closets, a clothes-drying room, and a
 break/lunch room. Expansion of the existing office space area is not anticipated.
- New work space furniture, updated finishes, appliances, casework, etc.
- New computer server, security panel, and electrical panel room(s)
- Complete new plumbing and HVAC system.
- Complete new electrical
- Complete new flooring.

Summary of Key Assumptions for New Office Area Design

- The electrical service infrastructure (switchboard, ATS, panels etc.) shall be used (even if relocated)
 during construction and used after construction upon their relocation to their permanent, postconstruction location. If these equipment items are deemed insufficient to support the long-term,
 permanent future office reconfiguration, new equipment shall be specified.
- No change of power service to the WOB is anticipated or included as part of this work.
- CITY shall furnish in-house design documentation, and contractor submittal documentation available for existing electrical, security, computer and communication systems.
- The office renovations will not require upsizing the existing water supply to the building.
- Per IBC Chapter 9, no fire suppression is included or anticipated to be required for the upgraded WOB (new office area or warehouse/shop areas). The WOB building is Type IIA, which allows up to 37,500 sq ft of non-sprinklered B-occupancy office space (Table 506.2). For the warehouse area: construction Type IIA allows up to 39,000 sq ft of non-sprinklered S-2 occupancy warehouse space (Table 506.2). Note that the presence of "High Piled Combustible Storage" (requirements in IFC Chap 32) could potentially trigger the requirement to install sprinklers in the warehouse area if: (1) combustible products or packaging is stored above 12 feet high (top of storage), (2) certain materials such as empty pallets or tires are stored more than 6 feet high, (3) stored commodities are high hazard combustibles (this doesn't appear to be the case, but should be checked by CITY to confirm).
- The portions of the building that are being upgraded (altered) will meet the current Washington State Energy Code requirements. Unaltered portions of the building do not need to comply with the current energy code and will not be upgraded to meet the energy code as part of this project.
- The existing building drains and side sewer connections shall remain unchanged and will not require upsizing or modification.
- CITY shall provide CONTRACTOR with CITY's design standards and requirements for each aspect of the design of the new WOB office area and other applicable aspects of the work.
- CONTRACTOR shall develop design drawings for the communication, security, and Wi Fi network
 systems based on the design standards and input provided by the CITY. It is understood that CITY's
 input on this topic shall be extensive with respect to capacity, location and number of devices, and

types of equipment, cameras, sensors, card readers, etc. CONTRACTOR's efforts shall be in showing the location and routing of these items and incorporating specifications furnished by CITY.

6.9.1 Temporary Systems Strategy

With the complete reconfiguration of the existing office area in the north portion of the WOB, it is understood that the existing computer server, security panels, and electrical service panels will need to be relocated from their current location to a new location within the new office area. Consequently, during the time when construction is underway for the new office area (approximately 6 to 9 months), the remainder of the WOB must remain with computer, security, and electrical service. The nature and extent of this temporary service, as well as the strategy to enable this temporary service shall be defined as part of this subtask.

This subtask shall be initiated with a site visit and workshop by CONTRACTOR with CITY staff at the WOB. CONTRACTOR's electrical engineer, instrumentation and control engineer, information technology specialist, and project engineer, and project manager shall attend. CITY staff to attend shall include all of these same technical specialties and any other that may be applicable to the discussion. The site visit and workshop are anticipated to extend four hours from 9am until 1pm, including a 1-hour, on-site working lunch furnished by CITY. CONTRACTOR shall develop and submit an agenda prior to the meeting.

To document the results of the meeting CONTRACTOR shall develop a brief technical memorandum outlining the strategy for the temporary systems described herein. This strategy development shall include the temporary location of equipment and panel, the extent of temporary services needed, and the division of responsibility between CITY and CONTRACTOR's design. It is understood that CITY shall assume extensive responsibility for activating, programming, and maintaining temporary service for onsite computer systems, communications, and security systems – particularly with respect to their functions. It is understood that CONTRACTOR's primary design responsibilities with respect to these systems shall be related to their temporary location and wiring. CONTRACTOR shall prepare and submit a draft technical memorandum and finalize the technical memorandum based on CITY review comments.

Deliverables:

- Agenda for site visit/workshop
- Draft strategy tech memo
- Final strategy tech memo

6.9.2 Basis of Design Report

Prior to starting detailed design of the WOB, CONTRACTOR shall prepare a Basis of Design Report (BOD) in technical memorandum format for the WOB. The report shall include, but not be limited to design criteria (e.g. structural loads, materials, occupancy), applicable codes and standards, code requirements for modifications to existing facilities, and basis of equipment for each of the design disciplines (structural, architectural, electrical, HVAC, and plumbing).

CONTRACTOR shall develop a draft of the report and submit to CITY for CITY's review and comment. CONTRACTOR shall facilitate and attend a 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.

Deliverables:

- Draft Basis of Design Report
- Final Basis of Design Report

6.9.3 Office Area Design

CONTRACTOR shall develop detailed design drawings and specifications for the new, redeveloped office area of the WOB, as described above for this task (Task 6.4), including the above-listed "Summary of Key Assumptions for New Office Area Design." This new office area design shall also align with the results of Tasks 12 and 13. The additional drawings associated with this new design subtask are presented in Attachment A.

6.10 Additional Hood Street Reservoir Upgrades

In addition to the seismic upgrades to the Hood Street Reservoir that are already included in Task 6 of Amendment No. 2, CONTRACTOR shall design the following additional upgrades that are not related to enhancing seismic resiliency:

- Removal and disposal of the gravel and asphalt covering on top of existing concrete roof of the reservoir.
- Existing access hatch shall be enlarged to accommodate new stairway access. The existing ladder shall be cut off and removed.
- Sealing of the roof to prevent rainwater from entering the reservoir via cracks and joints. The extent of this sealant (targeted versus complete roof coverage) will depend on the extent of the leakage documentation furnished by CITY.
- Installation of a new access hatch through the roof that is larger than the lone, existing roof hatch. The exact size (open area) of the roof hatch shall be determined as part of the associated structural analysis to assess the impact on the roof. In general, the new roof hatch shall be made to be as large as practical while not reducing the strength and resiliency of the existing roof. Safety railing shall be included around or partially around the roof hatch if required or desired (by CITY) for safety. The location options for this new hatch shall be identified during analysis. It is assumed that no new ladder or stairway access will be permanently installed for this new hatch. Any future person-access through this hatch would need to be via portable ladder or other temporary, portable system.
- Design new stairway access into the reservoir, fabricated of stainless steel, in place of the existing
 access ladder under the existing reservoir access hatch. The existing ladder system shall be cut flush
 with the wall and removed to accommodate the new stairway system.

Task 7. Supplemental Estimated Costs

CONTRACTOR shall undertake supplemental cost estimating, in addition to what was scoped as part of Amendment No. 2, for the new design elements presented in Task 6. The type of these services shall be the same as that presented for Task 7 in Amendment No. 2. The supplemental budget for this task shall be combined with the budget for this same task number from Amendment No. 2.

Task 8. Supplemental Permitting Support

CONTRACTOR shall undertake supplemental permitting support, in addition to what was scoped as part of Amendment No. 2, for the new design elements presented in Task 6. The additional effort related to this supplemental task is for completing a Site Development Permit for the Water Operations Building portion of the project, resulting from the fencing, lighting, and minor materials-containment structure removal. The supplemental budget for this task shall be combined with the budget for this same task number from Amendment No. 2.

Task 9. Supplemental Project Management

CONTRACTOR shall undertake project management, in addition to what was scoped as part of Amendment No. 2, for the new services presented in this scope of work. The type of these services shall be the same as that presented for Task 9 in Amendment No. 2. The supplemental budget for this task shall be combined with the budget for this same task number from Amendment No. 2.

Task 10. Yard Improvements

CONTRACTOR shall prepare for and attend a meeting with CITY and representatives from Tacoma Power to discuss the WOB yard improvements including the realignment of Windom Street, site grading, replacement of stormwater infrastructure, and replacement of the east manual gate with an automated security gate with card reader. In preparation for the meeting, the CONTRACTOR shall review the Tacoma Stormwater Management Manual, Tacoma's online GIS map, and the existing survey file for site grading.

The meeting shall be held at the Water Operations Building. After the meeting, CONTRACTOR and CITY shall walk the site to observe the existing yard, alignment of Windom Street, and access to Tacoma Power's yard. CONTRACTOR shall prepare meeting notes that reflect the results of the meeting and key decisions and action items and submit to CITY for review. Note that this work was pre-authorized by CITY and was completed in October 2019.

Deliverables:

Summary of key meeting notes

Task 11. Additional Seismic Analysis

The structural seismic upgrade of the Water Operations Building that is included in Amendment No. 2 resulted from the 2018 evaluation of alternatives. That seismic upgrade was to meet the Immediate Occupancy structural performance level for the 2,475-year return period ground motions. Between the time of the evaluation and beginning design of these improvements in summer 2019, USGS ground motions (2014 USGS seismic response spectra) based on current code (ASCE 41-17) requirements increased by 25 percent. Additionally, field data collections (concrete cores and steel strength) from the Water Operations Buildings, conducted as part of Amendment No. 2 reflected low consistency of concrete strength. This further increased (by 25 percent) the required safety factor for the seismic upgrade design. These two increases resulted in the need for much more costly seismic structural upgrades. Consequently, CITY opted to undertake a reduced seismic upgrade — to Life Safety for the 475-year return period ground motions. This all-new task includes analysis of the Water Operations Building to this reduced seismic upgrade performance level and an assessment of implications to CITY's forthcoming \$4 million FEMA Grant. Note that this task was pre-authorized by CITY and was completed during November and December of 2019.

This task was completed using unused budget from Tasks 1 through 5 of Amendment 2. Therefore, there is no new budget associated with this task for Amendment 3.

CONTRACTOR shall prepare and submit to CITY a tech memo to summarize the building performance levels and hazard levels presented in ASCE 41 to inform CITY's selection of revised (reduced) structural seismic design performance for the seismic upgrade design of the Water Operations Building. ASCE 41 provides multiple options for seismic performance upgrades for building rehabilitation projects.

CONTRACTOR shall prepare and submit a draft of the tech memo and update it based on CITY input.

Deliverables:

- Draft tech memo
- Final tech memo

CONTRACTOR shall analyze the Water Operations Building to the reduced seismic performance level of Life Safety with 475-year return period ground motions.

CONTRACTOR shall use SAP2000 to model the Water Operations building and complete a linear response spectrum analysis per ASCE 41-17 to analyze the primary structural lateral-force-resisting system elements. These elements include the in-plane walls, out-of-plane walls, columns, beams, shear walls, and roof diaphragm. CONTRACTOR shall identify two alternative upgrade strategies based on varying length and configuration of shear walls. Cost estimates and relative advantages and disadvantages shall be prepared for each of the two strategies.

CONTRACTOR shall summarize the results of the analysis in tech memo format for presentation to CITY. The results of the analysis shall include schematic diagrams of each main type of the required seismic upgrades. These shall be presented as PDF markups to existing base drawings. CONTRACTOR shall include a brief narrative of the results of the analysis. CONTRACTOR shall also include, as part of the tech memo, an estimated cost of the construction of the seismic upgrades.

CONTRACTOR shall prepare and submit a draft of the tech memo and update it based on CITY input.

Deliverables:

- Draft tech memo
- · Final tech memo

CONTRACTOR shall update the Benefit Cost Analysis (BCA) Report for the FEMA Grant that is forthcoming to CITY for the structural seismic upgrades of the Water Operations Building, the South Tacoma Pump Station, and the three Hood Street facilities. As part of this task, CONTRACTOR shall prepare a new subcontract with Ken Goettel and Associates. Ken shall use updated customer outage and cost information developed by CONTRACTOR to update the benefit cost ratio (BCR) for the overall project and prepare an updated BCA Report. The BCA Report shall be suitable for CITY to submit to WA EMD to solicit approval for using the \$4 million FEMA grant funding for the revised seismic upgrade strategy.

For the purpose of this task, it is assumed that the revised seismic upgrade costs and the revised outage calculations shall result in a BCR that remains above 1.0 to maintain the project's eligibility for the grant funds. It is also assumed for the purpose of scoping and budgeting this task that the overall project cost shall remain sufficient to maintain eligibility for the full \$4 million.

Supportive to the revised BCA Report, updated cost estimates, facility damage estimates, and customer outage estimates shall be prepared. Each shall be presented in tech memo format and attached as appendices to the BCA Report.

Deliverables:

- Draft updated BCA report
- Final updated BCA report

Task 12. Space Planning

CONTRACTOR shall facilitate and undertake space planning for CITY to develop a new office area for the north end of the WOB that is currently occupied by offices, cubes, locker rooms, restrooms, lunch room, kitchen, conference rooms, server storage room, electrical room, water control center (WCC), and

storage rooms. The new office area is anticipated to include all the same functions except for the WCC and server storage.

This space planning task shall be facilitated by CONTRACTOR to incorporate CITY's input, CITY's design standards and criteria, and CITY's overall needs to result in an efficient space that enables accommodation of additional staff beyond what the current office configuration enables. The process shall include an initial establishment of design criteria upon which the new office layout will be based and an initial development by CONTRACTOR of alternative layouts. This initial layout will be followed by workshops and two iterations of layout development, as presented in the subtasks below.

12.1 Establish Design Criteria and Initial Layout Alternatives

CONTRACTOR shall develop and submit to CITY key office design/layout criteria in tabular format for CITY to complete based on its own internal coordination. Such key office design/layout criteria shall include, but not be limited to: number of offices, number of cubes, office size, cube size, number and size of conference rooms, size and configuration of restrooms, number of restrooms, size and configuration of locker rooms, number and type of storage rooms, size and configuration of kitchen/lunch room, hallway widths, existing or reduced entrance/access locations, cube materials/type, cube layout, office layout. CONTRACTOR shall develop the table so that CITY can fill in key elements that identifies applicable design/layout criteria.

CONTRACTOR shall develop CAD-base layouts using the proprietary Sketch-Up tool for each key element identified above for use at the Initial Workshop (Task 12.2). CONTRACTOR shall develop "paper doll" cutouts of key elements for use by CITY and CONTRACTOR staff during the Initial Workshop. Additionally, CONTRACTOR shall develop three complete alternative initial layouts for review, discussion, and revision during the initial workshop. These initial layouts are intended solely to stimulate conversation and ideas among CITY project team during the Initial Workshop.

Deliverables:

- Office design/layout criteria table
- Three initial layout alternatives

12.2 Initial Workshop

CONTRACTOR shall prepare for, attend, and facilitate an Initial Workshop with CITY to solicit CITY's input for layout of the new office area of the WOB using CONTRACTOR's initial layout alternatives. The Initial Workshop is anticipated to begin at 9am and extend until 2pm – through a working noon hour. Upon receipt by CONTRACTOR of CITY's completion of the design/layout criteria table, CONTRACTOR and CITY shall schedule the Initial Workshop for a time that enables CONTRACTOR to complete the CAD work on the "paper dolls" and three initial layout alternatives. This timeframe is estimated to be one month.

CONTRACTOR shall present the alternative layouts in a PowerPoint presentation and shall also prepare large paper prints of the alternative layouts. Large blank paper prints shall also be prepared to enable use of the "paper dolls" and colored markups by CITY and CONTRACTOR workshop attendees. The workshop is intended to be a collaborative exercise for the CONTRACTOR and CITY that results in up to two alternative layouts for CONTRACTOR to further refine.

The workshop shall be held at the Water Operations Building. CONTRACTOR shall prepare and submit an agenda for the meeting. The CONTRACTOR shall prepare meeting notes that reflect the results of the meeting and key decisions and action items.

Deliverables:

- Workshop agenda
- Summary of key meeting notes

12.3 Refine Layout Alternatives

CONTRACTOR shall refine the two alternative layouts resulting from the Initial Workshop – based on CITY input and direction. The two alternative layouts shall be developed as CAD-based drawings using the proprietary Sketchup tool. CONTRACTOR shall submit the two alternatives to CITY for CITY's review and comment in advance of the Final Workshop.

Deliverables:

• Two alternative office layouts

12.4 Final Workshop

CONTRACTOR shall prepare for, attend, and facilitate a Final Workshop with CITY to review the two refined layout alternatives and make enable selection by CITY of the final, selected layout. The Final Workshop is anticipated to begin at 9:30am and extend until 12 noon. CONTRACTOR shall present the two alternative layouts in a PowerPoint presentation and shall also prepare large paper prints of each of the two alternative layouts. Any further revisions per CITY input and direction shall be reflected as markups to one of the two alternative layouts (the selected alternative layout).

The workshop shall be held at the Water Operations Building. CONTRACTOR shall prepare and submit an agenda for the meeting. The CONTRACTOR shall prepare meeting notes that reflect the results of the meeting and key decisions and action items.

Deliverables:

- Workshop agenda
- Summary of key meeting notes

12.5 Selected Layout

CONTRACTOR shall finalize the layout, based on CITY input from the Final Workshop of the selected office area layout and shall convert the CAD-based Sketchup tool file to an AutoCAD base. The final office area layout shall form the basis for detailed design of the office space area as part of the detailed design of the other elements of this seismic upgrade project. CONTRACTOR shall submit the final office area layout to CITY. If CITY has any additional, final review comments that require revision by CONTRACTOR, CITY shall submit those to CONTRACTOR as markups for CONTRACTOR to issue a revised, final office area layout.

Deliverables:

- · Final draft office area layout
- Revised final office area layout

Task 13. HVAC Evaluation

CONTRACTOR shall undertake an evaluation of the HVAC needs for the new office area of the WOB. HVAC stands for heating, ventilation, and air conditioning. This evaluation is comprised of two main subtasks: condition assessment and concept design. The first of the two subtasks shall include the entire WOB. The second of the two subtasks shall focus solely on the new office area. CONTRACTOR

shall establish rough equipment sizing and heat loading as part of this second task, but detailed system analysis and modeling to determine air flowrates and refine equipment sizes shall be undertaken as part of the supplemental detailed design task. CONTRACTOR shall engage CITY's involvement in both subtasks, as presented below, and summarize the work activities and results in reports (technical memoranda) for each subtask.

CONTRACTOR shall undertake the condition assessment subtask early in the next phase of the project. CONTRACTOR shall undertake the concept design subtask after completion of the space planning task for the new office area of the WOB.

13.1 Condition Assessment

CONTRACTOR shall undertake a cursory, overview condition assessment of the HVAC system for the entire WOB for the expressed purpose of understanding the existing HVAC system(s) in support of developing an HVAC strategy for the new office area of the WOB. It is necessary to understand the overall WOB to optimize development of an HVAC system for the new office area. This subtask shall include the following activities:

- Provision by CITY to CONTRACTOR of any and all prior HVAC assessments, analysis, testing, or design (or as-built) documentation for the WOB. It is understood that CONTRACTOR may have some of this information already.
- A site visit (two days) of the WOB to visually examine the HVAC equipment systems throughout the
 WOB. It will be necessary to determine the types of equipment in use, the fuel source(s),
 installation dates, manufacturers, and apparent condition. It will be necessary for CITY staff to be
 able to briefly turn off some equipment and open hatches for inspection by CONTRACTOR.
 Conversely, it will be necessary for CITY staff to start some equipment that may not be operating to
 identify any vibrations or noises that would present concerns.
- Prepare a summary report in technical memorandum format that documents the following:
 - Summary of existing zones and existing equipment per zone
 - Summary of any apparent deviations from current codes or standards of practice for each existing zone
 - Summary of equipment that is non-functional, if any
 - Summary of equipment that is at or near to exceeding its useful life expectancy
 - Summary discussion of how the HVAC systems within the WOB function and apparent imbalances, if any, that may exist or need to be addressed.

CONTRACTOR shall submit a draft of the technical memorandum to CITY for CITY review and comment. CONTRACTOR shall revise and finalize the technical memorandum based on CITY review and comment and submit to CITY.

Deliverables:

- Draft HVAC condition assessment tech memo
- Final HVAC condition assessment tech memo

13.2 Concept Design

CONTRACTOR shall develop up to three alternative concept designs — essentially concept design strategies — for the HVAC system for the new office area of the WOB. This subtask is focused specifically on the office area of the WOB and no further assessment of the HVAC system for other parts of the WOB are included in this subtask.

The alternative concept designs shall differ primarily with respect to equipment type, equipment efficiency, equipment cost, power type (electricity vs natural gas). These alternative strategies shall be summarized in tabular format, showing advantages and disadvantages and relative (high, medium, low) equipment cost of each. CONTRACTOR shall address the major equipment items for each alternative HVAC design strategy. These shall include, as applicable:

- Air handling systems
- Chilled, condenser, or heating water systems
- Cooling towers or air-cooled condensers
- Dehumidification units and systems
- Exhaust air and ventilating systems
- Ventilating equipment and systems

CONTRACTOR shall present a recommendation regarding the HVAC equipment alternatives for CITY's consideration. Additionally, CONTRACTOR shall coordinate with CITY regarding the number and configuration of the HVAC zones to implement within the new office area.

CONTRACTOR shall prepare a summary report in technical memorandum format that documents the following for each concept design:

- A summary of the overall concept design strategy
- A summary of any HVAC equipment to be reused
- A "basis of design" table for all key equipment items
- A description of the HVAC zones and how they will be controlled
- A drawing showing the boundaries of each zone using the drawing from the space planning task of the selected office area layout

CONTRACTOR shall submit a draft of the technical memorandum to CITY for CITY review and comment. CONTRACTOR shall revise and finalize the technical memorandum based on CITY review and comment and submit to CITY.

Deliverables:

- Draft HVAC concept design tech memo
- Final HVAC concept design tech memo

Attachment A to Exhibit A Water Operations Building Anticipated Drawing List

Sheet No.	Drawing No.	Drawing Title
01 - General		
1	01-G-001	Cover Sheet
2	01-G-002	Drawing Index
3	01-G-003	Standard Abbreviations
4	01-G-004	Statement of Special Inspections, 1 of 2
5	01-G-005	Statement of Special Inspections, 2 of 2
6	01-G-006	Legend and Notes - Civil
7	01-G-007	Legend - Architectural, Code Data and Wall Types
8	01-G-008	General Structural Notes, 1 of 2
9	01-G-009	General Structural Notes, 2 of 2
10	01-G-010	Legend and Notes - HVAC
11	01-G-011	Legend and Notes - Plumbing
12	01-G-012	Legend and Abbreviations - Electrical
13	01-G-013	Staging and Work Limits Plan
05 - Work Sequen	cing	교육화 경화 기술 소리 전 기계 하지만 보고 있는데 호텔 등이 경험 기술
14	05-G-101	Overall Work Sequencing Plan
15	05-G-102	Work Sequencing Plan - North
16	05-G-103	Work Sequencing Plan - South
17	05-G-104	Work Sequencing Plan - Loading Dock
10 - Demolition		
18	10-D-101	Demolition Floor Plan - North
19	10-D-102	Demolition Floor Plan - South
20	10-D-103	Demolition Floor Plan - South Loading Dock
21	10-D-104	Demolition Roof Plan - North
22	10-D-105	Demolition Roof Plan - South
23	10-D-501	Foundation Demolition Details
24	10-D-502	Wall Demolition Details - 1
25	. 10-D-503	Wall Demolition Details - 2
26	10-D-504	Roof Demolition Details
20 - Civil		
27	20-C-101	Overall Site Plan
28	20-C-102	Site Plan - North
29	20-C-103	Site Plan - South
30	20-C-501	Details
31	20-C-502	Details
32	20-C-503	Details
	,	

Attachment A to Exhibit A Water Operations Building Anticipated Drawing List

Sheet No.	Drawing No.	Drawing Title
30 - Architectural		
33	30-A-001	Site Access/Egress Plan
34	30-A-002	Access/Egress Plan - North
35	30-A-003	Access/Egress Plan - South
36	30-A-004	Door and Framing Schedule
37	30-A-005	Finish Schedule
38	30-A-101	Floor Plan - North
39	30-A-102	Furniture Plan
40	30-A-103	Reflected Ceiling Plan
41	30-A-104	Roof Plan
42	30-A-201	Sections
43	30-A-301	Interior Elevations
44	30-A-302	Interior Elevations
45	30-A-501	Details
46	30-A-502	Details
47	30-A-503	Details
48	30-A-504	Details
49	30-A-505	Roof Details
40- Structural		- 가위로 시작되었으면 하는 것 같습니다.
50	40-S-101	Floor Plan - North
51	40-S-102	Floor Plan - South
52	40-S-103	Roof Plan - North
53	40-5-104	Roof Plan - South
54	40-S-105	South Loading Dock Plan
55	40-S-106	East Loading Dock Roof Plan and Details
56	40-S-107	Seismic Anchorage and Bracing Floor Plan - North
57	40-S-108	Seismic Anchorage and Bracing Floor Plan - South
58	40-S-201	Shear Wall Sections
59	40-S-202	Window Infill Elevations
60	40-S-203	South Loading Dock Sections and Details
61	40-S-501	Wall Details
62	40-S-502	Wall and Column Details
63	40-S-503	Window Infill Sections and Details
64	40-S-504	Structural Roof Details
65	40-S-505	Non-Structural Anchorage Details
66	40-S-506	Non-Structural Anchorage Details
67	40-S-507	Non-Structural Anchorage Details

Attachment A to Exhibit A Water Operations Building Anticipated Drawing List

Sheet No.	Drawing No.	Drawing Title
50 - HVAC		
68	50-H-101	Floor Plan - North
69	50-H-102	Roof Plan - North
70	50-H-201	Sections
71	50-H-301	Schedules
72	50-H-401	Controls and Control Diagrams
<i>73</i>	50-H-402	Sequence of Operations
74	50-H-501	Details
60 - Plumbing		
<i>75</i>	60-U-101	Floor Plan - North
76	60-U-102	Englarged Plans
77	60-U-201	Diagrams and Schedule
78	60-U-501	Details
70 - Electrical		
<i>79</i>	70-E-101	Electrical Building Plan - North
80	70-E-102	Electrical Building Plan - South
81	70-E-103	Power and Comm Plan (Furniture) - North
<i>82</i>	70-E-151	Electrical Yard Plan - North
83	70-E-152	Electrical Yard Plan - South
84	70-E-201	Electrical Single Line Diagram
85	70-E-301	Electrical Panel Schedules 1 thru 4
<i>86</i>	70-E-302	Electrical Panel Schedules 5 thru 8
<i>87</i>	70-E-401	Electrical Wiring Diagram 1 of 3
88	70-E-402	Electrical Wiring Diagram 2 of 3
<i>89</i>	70-E-403	Electrical Wiring Diagram 3 of 3
90	70-E-404	Details
91	70-E-405	Details
80 - Communicati	ion/Nework/Securi	ty james and the second of the
92	80-I-101	Temporary Service - Communication Plan
93	80-I-102	Temporary Service - Network Diagram
94	80-I-103	Temporary Service - Security Plan
<i>95</i>	80-I-201	Communication Plan
96	80-I-202	Network Diagram
<i>97</i>	80-I-203	Security Plan

Attachment A to Exhibit A South Tacoma Pump Station and Hood Street Facilities Anticipated Drawing List

Sheet No.	Drawing No.	Drawing Title
01 - General		
1	01-G-001	Cover Sheet
2	01-G-002	Drawing Index
3	01-G-003	Standard Abbreviations
4	01-G-004	Statement of Special Inspections, 1 of 3
· 5	01-G-005	Statement of Special Inspections, 2 of 3
6	01-G-006	Statement of Special Inspections, 3 of 3
7	01-G-007	Legend - Civil
8	01-G-008	General Notes
9	01-G-009	General Structural Notes
10 - Site Develor	oment - Hood Street	Facilities
10	10-C-001	Existing Site Plan Overall Plan
11	10-C-002	TESC Overall Plan and Notes
12	10-C-003	TESC Enlarged Plans and Details
13	10-C-004	TESC Enlarged Plans and Details
14	10-C-005	Site Regrading Plan and Details
15	10-C-005	Site Paving Plan and Details
16	10-C-007	Civil Details
17	10-C-008	Electrical Details
20- Hood Street	Chlorination Buildin	지수 사람들이 가는 것이 되었다.
18	20-S-101	Building Plan
19	20-S-201	Elevations
20	20-S-211	Sections
21	20-S-501	Structural Details
22	20-S-502	Non-Structural Details
23	20-S-503	Non-Structural Details
30 - Hood Stree	t Pump Station and I	lydro Facility
24	30-S-101	Building Plan at Floor Level
25	30-S-102	Roof Upgrade Plan
26	30-S-201	Sections
27	30-S-501	Wet Well Lining Details
28	30-S-502	Roof and Foundation Upgrade Details
28 29	30-S-503	Non-Structural Details
and the second	See See See Lander Land	
40 - Hood Stree 30	t Reservoir 40-S-101	Reservoir Roof Plan
		Reservoir Slab Plan
31	40-S-102	
32	40-S-501	Roof Details
33	40-S-502	Slab Details
34	40-S-503	Stair Details
35	40-S-503	Piping Details
36	40-S-504	Piping Details
37	40-S-505	Piping Details
50 - South Taco	oma Pump Station	
38	50-G-001	Building Plan
39	50-D-101	Demolition Elevation and Details
40	50-S-101	Clearwell Plan
41	50-S-201	Elevation
42	50-S-501	Column Wrapping and Window Infill Details
43	50-S-502	Non-Structural Details
44	50-S-503	Non-Structural Details

Attachment B



City of Tacoma Site and Building Division Site Review Group 747 Market Street, Room 608 Tacoma, WA 98402

Phone: (253) 591-5760 FAX: (253) 594-7966

May 7, 2019

Subject: Off-Site Conditions of Development

Record Number:

PRE19-0037

Site Address:

3506 South 35th Street

Parcel Number:

0320182003

Mr. Peloquin:

The Site Review Group has reviewed the above project for off-site conditions of development in accordance with Tacoma Municipal Code 2.19. The following information is provided to assist you with the development of your proposal. The conditions of development are based on the information provided in your building permit application and submittal and a site walk conducted on April 17, 2019. The agreed scope of work is memorialized in this letter.

- 1. All broken, damaged, or hazardous curb and gutter abutting the site shall be removed and new cement concrete curb and gutter constructed in its place to the approval of the City Engineer.
- 2. All damaged, defective, or hazardous sidewalk abutting the site shall be removed and replaced to the approval of the City Engineer. New cement concrete sidewalk shall be constructed meeting Public Right-of-Way Accessibility Guidelines (PROWAG) and requirements set forth by the Americans with Disabilities Act. See the attached exhibit for areas noted for replacement during the walk.
- 3. New sidewalk shall be constructed abutting the property along South 35th Street to the approval of the City Engineer. The sidewalk shall be 5 weet wide and aligned to match the alignment of sidewalk on the north side of the building.
- 4. The existing planter strip north of the building has been paved in asphalt. The planter strip shall be restored by removal of the asphalt and installation of grass or landscaping. Landscaping shall not obstruct sight distances for drivers entering or exiting the property on either side of the building.
- 5. The driveway approach serving the parking lot to the east of the building from South 35th Street shall be removed and replaced to current Public Works standards. It appears that a type 2 driveway approach is appropriate for this location.
- 6. The driveway approach serving the outbuilding labeled Well 2B at the far east of the property from South 35th Street shall be closed and new curb, gutter, sidewalk, and planter strip constructed in its place.
- 7. Any utility construction, relocation, or adjustment costs shall be borne by the applicant.

The preceding conditions of development require a work order permit. All street work shall be accomplished as stated herein unless otherwise approved by the City Engineer. A licensed professional engineer will be required to submit street plans for review and approval following the City's work order process. To initiate a work order, apply online at TacomaPermits.org.

An exhibit is included with this letter showing scoping meeting notes taken by City staff during the site walk.

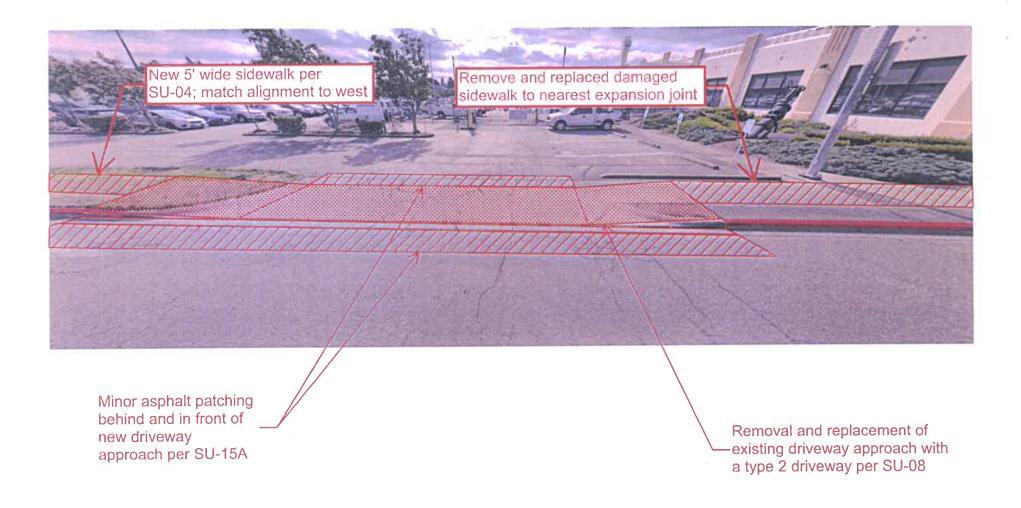
Please feel free to contact Frank Marescalco by phone at (253) 591-5423 or by email at fmarescalco@cityoftacoma.org if you have questions concerning this matter.

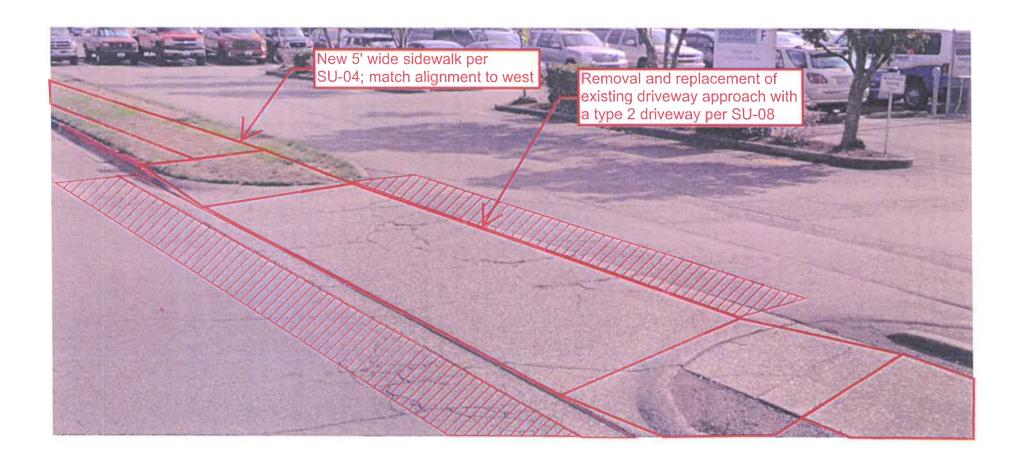
Sincerely,

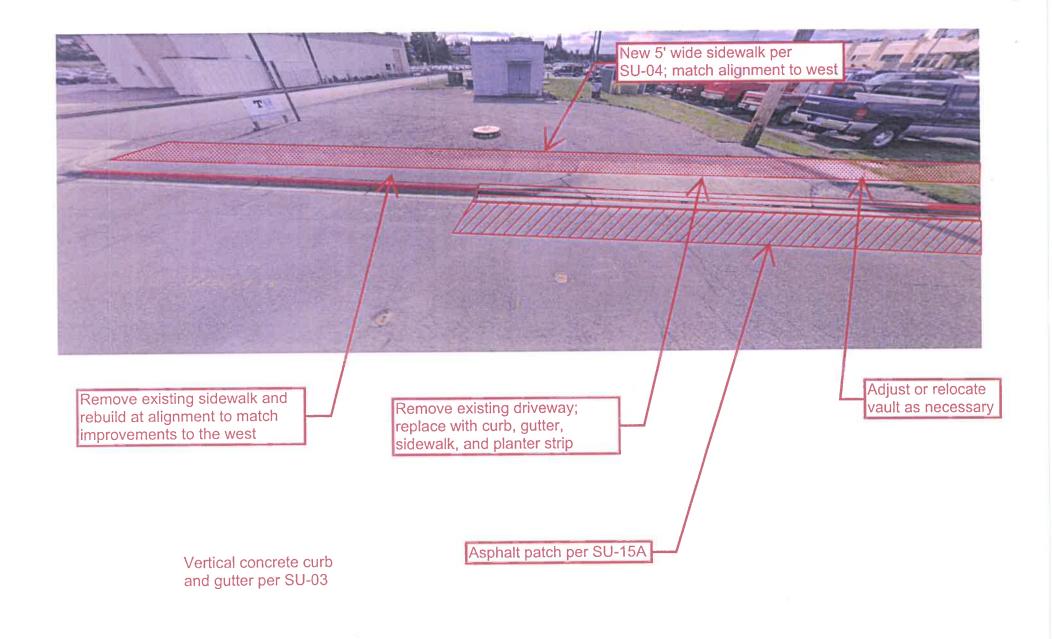
Frank Marescalco

Encl: Exhibit showing required street and sidewalk improvements











5

RESOLUTION NO. U-11151

A RESOLUTION relating to Tacoma Power; approving a Letter of Agreement ("LOA") between the City and the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit ("IBEW").

WHEREAS the City of Tacoma, Department of Utilities, Light Division (d.b.a. "Tacoma Power"), and the International Brotherhood of Electrical Workers Local 483, Tacoma Power Unit ("IBEW"), have proposed a LOA regarding the pay scale and work rules for the classification of Systems Power Dispatcher Candidate, and

WHEREAS the adoption of a proposed LOA as negotiated with IBEW, is currently scheduled to be considered by City Council on April 7, 2020, and

WHEREAS due to changes in technology and in an effort to ensure our training programs are providing candidates with the most relevant and up-to-date information to be successful at the City of Tacoma, and Tacoma Power, the parties, in conjunction with the Joint Apprenticeship and Training

Committee, have agreed to update the Systems Power Dispatcher Candidate program, and

WHEREAS retroactive January 24, 2020, the parties have agreed to eliminate the first step of the wage scale of the Systems Power Dispatcher Candidate program, and

WHEREAS employees who are currently at Step 1 shall receive compensation retroactively to January 24, 2020, at the new Step 1, and

WHEREAS it is in the best interests of the City that the proposed LOA negotiated by the Union and the City be approved; Now, therefore,



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

That the LOA between the City and the IBEW is approved, all actions taken by Tacoma Power in the approval and execution of the LOA are ratified, and the City Council is requested to concur in the approval and authorize the proper officers of the City to execute the LOA substantially in the form on file and as approved by the City Attorney.

Approved as to form:		
7 C Manual	Chair	
Chief Deputy City Attorney	Secretary	
	Adopted	
Clerk		



Board Action Memorandum

TO:

Jackie Flowers, Director of Utilities

COPY:

Charleen Jacobs, Director and Board Offices

FROM:

Karen Short, Senior Human Resources Analyst Gary Buchanan, Human Resources Director Dylan Carlson, Senior Labor Relations Manager

Bill Fosbre, City Attorney

MEETING DATE:

March 25, 2020

DATE:

March 13, 2020

SUMMARY:

A resolution recommending the adoption of a Letter of Agreement as negotiated with the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit regarding the pay scale and work rules for the classification of Systems Power Dispatcher Candidate.

BACKGROUND:

The resolution will authorize the adoption of a proposed Letter of Agreement as negotiated with the International Brotherhood of Electrical Workers (IBEW), Local 483, Tacoma Power Unit. The Letter of Agreement is scheduled to be considered by the City Council as a resolution on April 7, 2020.

Due to changes in technology and in an effort to ensure our training programs are providing candidates with the most relevant and up to date information to be successful at the City of Tacoma and Tacoma Power, the Parties, in conjunction with the Joint Apprenticeship and Training Committee, have agreed to update the Systems Power Dispatcher Candidate program.

Effective January 24, 2020 the parties agree to eliminate the first step of the wage scale of the Systems Power Dispatcher Candidate program. Employees who are currently at Step 1 shall receive compensation retroactively to January 24, 2020 at the new Step 1.

ATTACHMENTS:

Letter of Agreement

CONTACT:

Karen Short, Senior Human Resources Analyst, (253) 591-5424 Presenter: Cecily Hutton, Labor Negotiator, (253) 591-5892

Letter of Agreement

Between

The City of Tacoma

Department of Public Utilities, Light Division (Tacoma Power)

And

International Brotherhood of Electrical Workers Local 483

The City of Tacoma and IBEW Local 483 Power Unit (hereinafter the Parties), enter into this Letter of Agreement (LOA) which shall be attached to the 2017-2021 IBEW 483 Power Collective Bargaining Agreement (CBA) and incorporated as though fully set forth therein.

Due to changes in technology and in an effort to ensure our training programs are providing candidates with the most relevant and up to date information to be successful at the City of Tacoma and Tacoma Power, the Parties, in conjunction with the Joint Apprenticeship and Training Committee, have agreed to update the Systems Power Dispatcher Candidate program.

Effective January 24, 2020 the parties agree to eliminate the first step of the wage scale of the Systems Power Dispatcher Candidate program. Employees who are currently at Step 1 shall receive compensation retroactively to January 24, 2020 at the new Step 1.

5119	Systems Operator Power Dispatcher Candidate	,	% of Syster	n Dispatch Desk	Generation
			70.79%	42.56	A
			74.33%	44.69	А
			78.04%	46.92	Α
			81.94%	49.26	А
		q	86.04%	51.73	А

Wage increases for the Systems Power Dispatcher Candidate shall be based on increases provided by the current Collective Bargaining Agreement.

Nothing in this LOA is intended to be used as a precedent for future contract negotiations or other similar matters.

EXECUTED ON THISDAY OF	, 2020.
City of Tacoma	Local 483, International Brotherhood of Electrical Workers, Light Division (Tacoma Power)
Elizabeth Pauli City Manager	Alice Phillips Business Manager
Jackie Flowers Director of Public Utilities	
Chris Robinson Power Superintendent	
Andy Cherullo Finance Director	
Dylan Carlson Senior Labor Relations Manager	
Approved as to form:	
Deputy City Attorney	



RESOLUTION NO. U-11152

A RESOLUTION relating to Tacoma Power; approving a Letter of Agreement ("LOA") between the City and the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit ("IBEW").

WHEREAS the City of Tacoma, Department of Utilities, Light Division (d.b.a. "Tacoma Power"), and the International Brotherhood of Electrical Workers Local 483, Tacoma Power Unit ("IBEW"), have proposed a LOA regarding the creation of a new classification, the elimination of a salary step due to compression, and amendments to Section 9.1 of the collective bargaining agreement, and

WHEREAS the adoption of a proposed LOA as negotiated with IBEW, is currently scheduled to be considered by City Council on April 7, 2020, and

WHEREAS effective April 1, 2020, the proposed LOA provides for the creation of a new classification titled Electrician, Lead, into IBEW, with a one-step pay rate set at 10 percent above the current Electrician classification, and

WHEREAS the LOA also provides for the elimination of step one of the pay scale for the classification of the Heating/AC Maintenance Mechanic Supervisor, due to compression and clarification, and

WHEREAS, in addition, the LOA agrees to the amendments of Article
9.1 of the Collective Bargaining Agreement, in reference to temporary upgrade
offers and compensation, and

WHEREAS it is in the best interests of the City that the proposed LOA negotiated by the Union and the City be approved; Now, therefore,



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

That the LOA between the City and the IBEW is approved, all actions taken by Tacoma Power in the approval and execution of the LOA are ratified, and the City Council is requested to concur in the approval and authorize the proper officers of the City to execute the LOA substantially in the form on file and as approved by the City Attorney.

Approved as to form:	N	
TOD M	Chair	
Chief Deputy City Attorney	Secretary	
	Adopted	k.
Clerk		

11 Cle



Board Action Memorandum

TO:

Jackie Flowers, Director of Utilities

COPY:

Charleen Jacobs, Director and Board Offices

FROM:

Karen Short, Senior Human Resources Analyst Gary Buchanan, Human Resources Director Dylan Carlson, Senior Labor Relations Manager

Bill Fosbre, City Attorney

MEETING DATE:

March 25, 2020

DATE:

March 13, 2020

SUMMARY:

A resolution recommending the adoption of a Letter of Agreement as negotiated with the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit regarding the creation of a new classification, the elimination of a salary step due to compression, and amendments to Section 9.1 of the collective bargaining agreement.

BACKGROUND:

The resolution will authorize the adoption of a proposed Letter of Agreement as negotiated with the International Brotherhood of Electrical Workers (IBEW), Local 483, Tacoma Power Unit. The Letter of Agreement is scheduled to be considered by the City Council as a resolution on April 7, 2020.

The Letter of Agreement provides for the creation of a new classification titled Electrician, Lead, into the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit. It establishes a one-step pay rate set at 10 percent above the current Electrician classification, effective April 1, 2020.

The Letter also provides for the elimination of step one of the pay scale for the classification of Heating/AC maintenance Mechanic Supervisor due to compression and for clarification. In addition, the letter agrees to amendments to Article 9.1 of the Collective Bargaining Agreement in reference to temporary upgrade offers and compensation.

ATTACHMENTS:

Letter of Agreement

CONTACT:

Karen Short, Senior Human Resources Analyst, (253) 591-5424 Presenter: Cecily Hutton, Labor Negotiator, (253) 591-5892

Letter of Agreement

Between

The City of Tacoma, Department of Public Utilities, Light Division (Tacoma Power) And

International Brotherhood of Electrical Workers Local 483

Subject: New Electrician, Lead Classification

Effective: April 1, 2020

The City of Tacoma and IBEW Local 483 Power Union (hereinafter the Parties), enter into this Letter of Agreement (LOA) which shall be attached to the 2017-2021 IBEW 483 Power Collective Bargaining Agreement (CBA) and incorporated as though fully set forth therein.

The City has the need to establish a new classification of Electrician, Lead. It is hereby agreed that this classification is recognized as incorporated into and covered by the terms and conditions of the IBEW Local 483 Tacoma Power unit CBA. Further, the parties agree to the following:

1. The Electrician, Lead wages shall be a one-step wage schedule which has been set at ten percent (10%) higher than the current rate of pay for Electrician classification. The Electrician, Lead classification will be listed in Appendix A of the successor agreement. The Electrician, Lead classification is overtime category C (double time compensation for overtime).

Code	Job Title	1
52370	Electrician, Lead	45.88

2. Due to a compression issue and for clarification, the Parties agree to eliminate Step 1 of the current Heating/AC Maintenance Mechanic Supervisor Classification. The new salary scale shall be as follows:

Code	Job Title	1	2	3	4
51450	Heating/AC Maintenance Mechanic Supervisor	42.62	44.77	46.99	49.34

3. The Parties agree to amend Article 9, Section 9.1. as follows:

<u>Section 9.1 Order of Selection</u> The filling of any temporary vacancy or position which receives greater remuneration shall be considered a promotion. Such vacancies shall be filled in the following priority order:

- A. From a layoff register,
- B. From an existing Civil Service eligible list for said position.

- C. 1. By appointing the employee with the longest permanent length of service in the next in-line lower classification, except for the following: (Note: for purposes of determining in-line progression, the descending order of pay scale within a craft group shall establish said progression.).
 - 2. In the interest of safety, when a crew lead (senior) or supervisor is absent from the job site for over two (2) hours, a temporary appointment shall be made from the next lower classification assigned to the crew for that day. Section 9.1.C.2 applies only to Line, Wire, Meter and Line Clearance crews. In the Wire Section, seniority on the crew shall be the senior most journey level Wire Electrician without regard to time on crew.
 - 3. Temporary upgrade to Communications Technician III in the Communications group will be done based on operational need, or when a communications crew (3 or more) is working in the field on a project and the Communications Technician III is absent from the crew for more than two (2) hours.
 - 4. Temporary upgrade in the Dispatch group will be when the Transmission or Distribution Coordinator is absent from the Control Center for four (4) hours or more, or the work is assigned by the Supervisor, during the regularly scheduled Coordinator shift, Monday through Friday.
- D. By appointing the JATC apprentice in accordance with the JATC by-laws.
- E. Exceptions to Section 9.1, A thru D:
 - Senior Line Electrician (SLE) vacancies of ten (10) days or less at South Service Center (SSC) may be filled by personnel in ranking order of SLE eligible list assigned to the SSC. If there is no eligible SLE on the eligible list at SSC, then the Line Electrician assigned to the SSC with the most seniority may be set-up for a maximum of three (3) days.
 - To allow flexibility in staffing, the Department may fill vacancies of three (3) days or less without regard to seniority.
 - Any Electrical Worker hired after April 8, 1998 will not be automatically eligible for set-up to Line Equipment Operator (i.e., Electrical Worker is no longer the next in-line lower classification to Line Equipment Operator).
 - Apprentices while enrolled in their respective apprentice program will not be set up to Line Equipment Operator while transporting or performing the operations of all the equipment utilized within Tacoma Power.
 - Temporary upgrades in Power shall be offered to the senior most Facilities Maintenance Mechanic, Electrician or Electrician, Lead if the HVAC Supervisor is absent from the job site for one day or more. The upgraded employee will be compensated at a rate of pay that is a minimum of five percent (5%) higher than the Electrician highest hourly rate of pay of those they are supervising. Should the Electrician, Lead be upgraded, the upgraded employee will be compensated at a rate of pay that is five percent (5%) higher than their current rate of pay. The upgraded

employee shall remain at the upgraded rate of pay until the end of the Supervisor's shift. The upgraded employee shall be compensated at the upgraded rate for all overtime which occurs concurrent to the work day.

This LOA does not establish a precedent for any future bargaining regarding this or other matters which may be brought forth by both parties.

The LOA will expire upon ratification and execution of the IBEW Local 483 Tacoma Power unit agreement.

EXECUTED ON THISDAY OF	, 2020,		
City of Tacoma	Local 483, International Brotherhood of Electrical Workers, Light Division (Tacoma Power)		
	· · ·		
Jackie Flowers Director of Public Utilities	Alice Phillips Business Manager		
Chris Robinson Power Superintendent			
Dylan Carlson Sr. Labor Relations Manager			
Approved as to form:			
Cheryl Comer			
Deputy City Attorney			



RESOLUTION NO. U-11153

A RESOLUTION concerning surplus utility equipment; declaring utility equipment surplus to the needs of Tacoma Power; conducting a public hearing on the proposed sale of the surplus utility equipment; and authorizing Tacoma Power to sell the surplus utility equipment to the highest responsive bidder(s) at bid sale(s).

WHEREAS the City of Tacoma, Department of Public Utilities, Light
Division (d.b.a. "Tacoma Power"), originally acquired for public utility purposes,
the Crescent Substation Power Transformer, listed on the Declaration of
Surplus Property and background materials on file with the Clerk of the Board,
and

WHEREAS Tacoma Power has determined that the equipment listed on the Declaration of Surplus Property is no longer necessary for providing continued public utility service due to age and mechanical conditions and is deemed surplus to Tacoma Power's needs pursuant to RCW 35.94.040 and TMC 1.06.272-278, and

WHEREAS the estimated value of the Crescent Substation Power Transformer is \$5,000, and

WHEREAS a public hearing was conducted on March 25, 2020, as required by RCW 35.94.040, and

WHEREAS Tacoma Power requests that the Utility Board, pursuant to the requirements of RCW 35.94.040 and TMC 1.06.272-278, declare the Crescent Substation Power Transformer surplus to Tacoma Power's needs and authorizes Tacoma Power to sell the equipment to the highest responsive bidder(s); Now, Therefore,



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

Sec. 1. The Crescent Substation Power Transformer identified on the Declaration of Surplus Property is no longer necessary for providing continued public utility service, and is hereby declared surplus to Tacoma Power's needs.

Sec. 2. Tacoma Power is hereby authorized to sell the Crescent Substation Power Transformer at a bid sale(s) to the highest responsive bidder(s), and should the transformer not be acquired at sale(s), Tacoma Power is authorized to otherwise dispose of the Crescent Substation Power Transformer in Tacoma Power's best interests.

Sec. 3. If a bid for the Crescent Substation Power Transformer is higher than \$500,000, then the highest bid over \$500,000 for that lot will be brought by Tacoma Power to the Board for formal approval of the sale.

Approved as to form:		
	Chair	7
The Chand		
Chief Deputy City Attorney	Secretary	
8	Adopted	N IP
Clerk		



Board Action Memorandum

TO:

Jackie Flowers, Director of Utilities

COPY: FROM:

Charleen Jacobs, Director and Board Offices Chris Robinson, Power Superintendent/COO

MEETING DATE:

March 25, 2020

DATE:

February 24, 2020

SUMMARY: Tacoma Power recommends the equipment listed on the attached inventory be declared surplus to Tacoma Power needs. We further recommend a public hearing be held in front of the Public Utility Board to take testimony from any interested individuals on the sale of said surplus equipment in accordance with RCW 35.94.040. In addition, we recommend the Department of Public Utilities be authorized to solicit bids for the equipment and award the sale of the equipment based on the highest responsive bid received; so long as the total bid amount is less than \$200,000. Sale amounts higher than \$200,000 will be presented to the Public Utility Board for approval.

BACKGROUND: The equipment listed on the attached surplus equipment description are considered surplus to Tacoma Power's needs due to their age or condition, and are no longer required for providing continued public utility service. These surplus items should be advertised and sold to the highest responsive bidder in accordance with applicable state and City of Tacoma laws and Finance Department surplus policies. The surplus equipment was originally acquired for public utility purposes and, per RCW 35.94.040, its disposal requires approval of a surplus declaration and a public hearing by the Public Utility Board prior to sale. Proceeds from the sale will be added to the Tacoma Power general fund.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.

Explain how expenditures are to be covered and if budget modifications are required.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? No.

ATTACHMENTS: List any attachments (contracts, policies, agreements, etc.).

- Surplus Crescent Substation Power Transformer

CONTACT: Sean Veley, Substation Maintenance Supervisor, 253-502-8713 Christine Lewis, Substations and System Maintenance Assistant Section Manager, 253-502-8656



Name of Department ☐ Informal Bid No. ☐ Online Auction ☐ Website Posting ☐ Specify Contract ☐ Online Auction Service ☐ (attach online auction surplus form) ☐ Okay for Disposal ☐ 2-Good-2 Toss ☐ Supplemental Mailing List (attach) ☐ Special Disposal Requirements (e.g., environmental, regulatory) ☐ Salvage Services ☐ Donated To: Name ☐ Address ☐ Donated Received ☐ Name ☐ Address ☐ Donated Received ☐ Donated Received ☐ Salvage Services ☐ Donated Received ☐ Salvage Services ☐ Donated To: Name ☐ Address ☐ Donated To: Name ☐ Address ☐ Donated To: Name ☐ Address ☐ Hold Harmless Release Received ☐ Hold Harmless ☐ Hold Ha				
Tems that are broken, unusable, have no commercial, salvage, or donation value, and have no special disposal requirements (e.g., hazardous metals), may be disposed by the owning department. Do not submit DSP Form to Purchasing for these items. Description of Surplus Property Describe Item or Attach List:	From: T&D, C&M Wire Shop	Declaration of Surplus Real Property		
Describe Item or Attach List:	1 Items that are broken, unusable, have no commercial, salvage, or donation value, and have no special disposal requirements (e.g., hazardous			
DISPOSAL REQUEST (to be completed by department) Requested Disposal Method(s):	Description of Surplus Property Describe Item or Attach List: Crescent Substation Power Transformer Address/Location of Items: 19114 J St. S. Tacoma, WA Estimated Commercial or Resale Value: \$ 5,000 Minimum Acceptable Bid: \$ N/A			
Internal Use Only - Purchasing Division Requested Disposal Method(s): Formal Bid No. Resolution/Ordinance No. Informal Bid No. Resolution/Ordinance No. Informal Bid No. Resolution/Ordinance No. Informal Bid No. Resolution (Attach vehicle surplus form) Specify Contract Supplemental Mailing Specify Contract Salvage Services Donation Date Advertisement (Attach advertisement) Specify Newspaper Salvage Services Donation Date Advertised/Posted: Sale Amount: \$ Sold To: Name Address Donated To: Name Address Donation Address Donated To: Name Address Addre				
Okay for Disposal:	(to be completed by department) Requested Disposal Method(s): Intra City Transfer Name of Department	Internal Use Only – Purchasing Division Formal Bid No. Resolution/Ordinance No. Informal Bid No. Online Auction Special Advertisement Contract Services Intra-City Transfer Salvage Services Donation Okay for Disposal 2-Good-2 Toss Date Advertised/Posted: Sale Amount: \$ Sold To: Name Address Donated To: Name Address Hold Harmless Release Received Recipient is: Public Agency Non-Profit serving General Public Employee		
	ALFINOVED.			

Revised: 03/12/2009

TACOMA POWER SUBSTATION SURPLUS EQUIPMENT

Crescent Substation Transformer

The transformer and equipment are available as is, where is. All equipment will be drained of insulating oil by Tacoma Power; however, residual oil will be present and should be anticipated by the bidder. The currently available equipment, all of which are located at Tacoma Power's Crescent Substation, are summarized below.

Item 1: 1978 25 MVA, 115KV to 12.5KV step down McGraw Edison power transformer weighing approximately 75,000 LBS.

Insulating oil will be removed from all equipment prior to the availability date.

The appendix below contains list of surplus equipment as well as photos, drawings, and descriptions of equipment. All equipment may be examined prior to the bid deadline on a limited, escorted basis—due to being currently energized and in-service. Contact Sean Forslund at (253) 502-8235 or Sean Veley at (253) 502-8713 to arrange a visit or for any other questions regarding this offering.

On-site demolition will not be allowed, but it is anticipated that the equipment will need to be partially dismantled to allow for safe shipment, such as, but not limited to, the removal of High Voltage Bushings. Dismantling should only consist of that which is necessary to safely transport the equipment. Any further disassembly and demolition, such as for salvage/recycling separation, will take place off-site at bidder's location. Bidder is to provide and assume responsibilities and costs for <u>ALL</u> dismantling, demolition and transportation requirements, such as, but not limited to: tools, equipment, supplies, vehicles, permits and/or fees.

All work must be completed within the allowed time frames. The bidder shall indicate in their bid, their intent and method of equipment dismantle. Bidder must clearly identify the type of work to be performed and include plans and safety measures to perform the work and prevent any loss of oil or other contaminants to the substation soils. Any failure to supply the requested information may result in bid disqualification.

The successful bidder shall abide by all local, state and federal laws and regulations pertaining to the use, transport, handling, reclamation, and disposal of hazardous or toxic substances.

It is assumed that all equipment will be salvaged for repurpose or be scrapped for metals recovery/recycling.

The PCB content of all equipment, except for fluid filled bushings, is known to be less than or equal to one (1) part per million (ppm) and is listed with certifications in the <u>appendix</u>. The bidder <u>must</u> indicate on their proposal whether the equipment will be scrapped or if it is intended for salvage. The successful bidder will remove all oil-filled bushings from all equipment that is scheduled to be scrapped and transport the bushings in leak proof containers to the Tacoma Power Transformer Shop located at 3628 So. 35th St., Tacoma, WA 98409.

The Transformer Shop will require 24-hour's notice at (253) 502-8495 to ensure that personnel and equipment will be available. The bushings will be off-loaded by Tacoma Power, tested for PCB level, and drained of all fluids. Bushings with PCB levels greater than 45 ppm will be retained by Tacoma Power for proper PCB disposal. Bushings containing 45 ppm PCB or less will be picked up by the bidder following draining, within two weeks of notification of availability.

The surplus equipment is located at the following location:

Crescent Substation 19114 22nd Ave E. Spanaway, WA 98445

Drawings showing the transformer dimensions and locations in the substation, and nameplate of the transformer are attached to this document in the Appendix. Please contact Sean Forslund at (253) 502-8235 or Sean Veley at (253) 502-8713 if any additional information is needed.

All equipment must be removed from the substation according to the schedule described below.

Schedule:

The portion of the substation containing the transformer bank will be de-energized. It is anticipated that the surplus equipment will be made electrically safe for removal and available for bidder entry on or about: August 10th 2020. The timing for removal of the transformers is critical to allow for site demolition and construction work and replacement of the substation equipment according to Tacoma Power's schedule. It is in the interest of Tacoma Power that swift removal of surplus equipment takes place, therefore cooperation, assistance and communication between both parties shall be a priority.

While the anticipated substation availability schedule is listed above, the schedule may shift depending on Tacoma Power's needs. The contractor will be provided two weeks' notice of the availability of the substation. Prior to that day, the transformer will be drained of oil and available for removal. The contractor will be allowed no more than <u>3 working days</u> to remove all listed equipment from the substation. If the availability of the substation is delayed, 3 full days will still be available for removal.

All work in the substations or on Tacoma Power property will be attended by a qualified Tacoma Power electrician as required by state electrical safety regulations. Tacoma Power will supply a qualified electrician between the hours of 8 am to 12 pm and 12:30 pm to 4:30 pm for the duration of the 3-day period, at no charge to the contractor. The contractor may arrange for additional hours at their own

expense according to the cost schedule listed below. The contractor must provide at least 24-hour's notice of any schedule extension beyond the times listed above.

All additional work, including normal lunch periods, extended work days, and weekends, will be the responsibility of the contractor at the following rates:

Cost for on-site supervision:

\$111.53 per hour for weekdays between 8 am to 12 pm and 12:30 pm to 4:30 pm, not including $\frac{1}{2}$ hour for lunch between noon and 12:30 pm.

\$156.96 per hour for all overtime and lunch periods worked by the on-site supervising electrician.

If the contractor fails to complete equipment removal from the station by the end of the allowed time, they will not be allowed into the substation and all remaining electrical equipment will be forfeited in the interest of preparing the site for necessary construction. There will be no refunds for failure to meet this schedule.

Training:

Prior to entering the substations, all workers are required to receive mandatory substation safety training provided by Tacoma Power. This includes transient workers such as truck drivers. The training is provided at no cost during regular work hours and one hour.

Oil Spill Prevention:

Washington state environmental regulations require the reporting and cleanup of all oil spills, even very small spills. The contractor will not be allowed to spill any oil during removal of the transformer. This includes oil from the transformer and equipment used during the removal process, including hydraulic systems. Oil contaminated materials will not be allowed to be placed on unprotected soils and the contractor must be prepared for all weather conditions. Work practices that are considered unsafe or likely to result in oil contamination will be stopped by the Tacoma Power supervisor until deficiencies are corrected. No additional removal time will be allowed for work stopped due to improper practices. All oil spilled will be remediated to state and Tacoma Power standards at the contractor's cost.

Work Plan:

The contractor must supply a brief work plan with their bid that includes general information about their process for removing the equipment including bushing removal/delivery to the transformer shop, general process for dismantling the equipment, expected schedule (including weekend and overtime work) for Tacoma Power planning needs, and the general process for preventing oil spills.

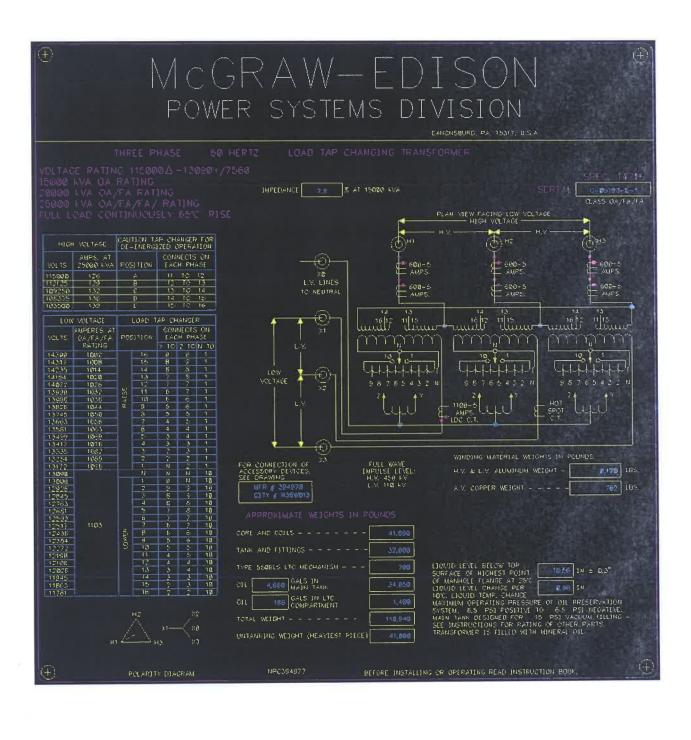
The bidder with the highest acceptable bid will be notified and must supply a detailed work plan within 10 days. The specific requirements for the work plan will be detailed by Tacoma Power when the notification is made. A detailed work plan may not be necessary depending on the plan submitted with the bid. Failure to supply an acceptable work plan within 10 days may be grounds to reject the bid.

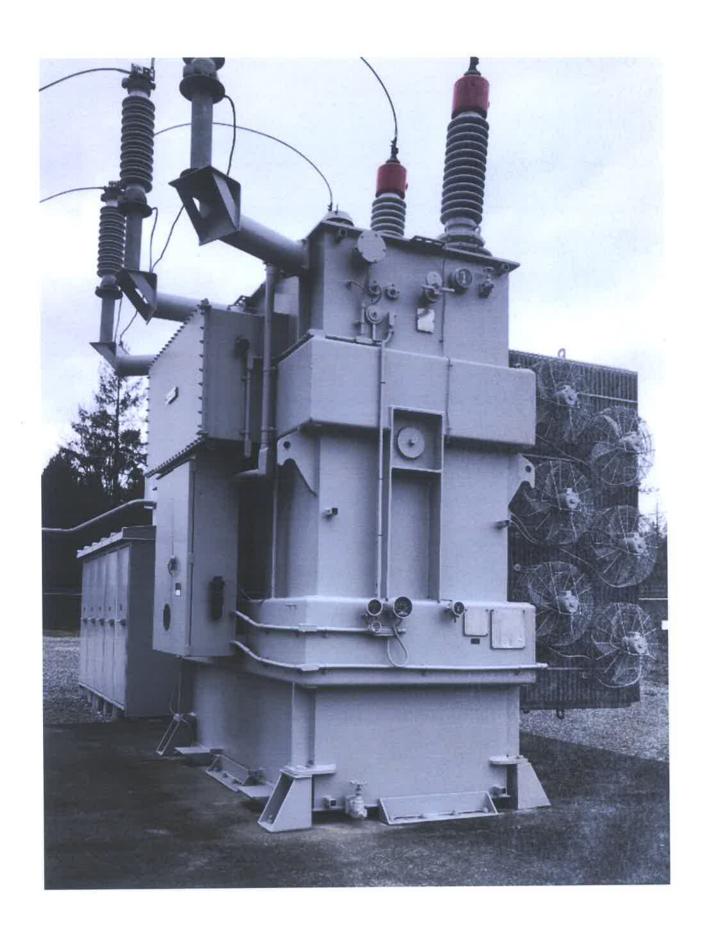
Safety:

The contractor must abide by all safety regulations while working on Tacoma Power property. Special attention includes, but is not limited to, fall protection, confined space entry, and lead exposure for work on the equipment. All high voltage power lines located near the equipment will be de-energized and there should be enough clearance to place a crane to lift the equipment for loading/size reduction purposes. The contractor must maintain proper clearance, as directed by the on-site safety watch, from all energized lines.

Every Tacoma Power employee is acutely aware of safe operating practices and is authorized to stop any work they consider to be unsafe. The contractor will abide by any direction to stop work for safety reasons upon notice by any Tacoma Power employee. The contractor will immediately correct any condition or practice determined to be unsafe. No time extension will be allowed for work stoppage due to unsafe work practices.

Appendix A: List of Surplus Equipment with Photos, Drawings, Descriptions and Oil Testing Certificates







RESOLUTION NO. U-11154

A RESOLUTION authorizing the approval and execution of an Easement Agreement for the granting of an easement across Tacoma Power's property to the Tacoma Sportsmen's Club Inc.

WHEREAS the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. "Tacoma Power"), requests that the Board approve and authorize the execution of an Easement Agreement (E13575) to the Tacoma Sportsmen's Club Inc., across a portion of Tacoma Power's property located in the Fredrickson vicinity identified as Pierce County Tax Parcel No. 0419302044, and

WHEREAS the Tacoma Sportsmen's Club Inc. has utilized the proposed easement area for ingress/egress and utilities to their property, previously under permit from Tacoma Water, and

WHEREAS in order to solidify the club's rights to use the easement area, the Tacoma Sportsmen's Club Inc. has agreed to consideration for the grant of the easement in the amount of \$235,000, which is believed to represent fair market value, and the terms and conditions of the Easement Agreement have been reviewed by the City Attorney's Office, Tacoma Power, and Real Property Services, and Now, therefore,

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

That Easement Agreement (E13575), which grants an easement across a portion of Tacoma Power's property in the Frederickson vicinity, on behalf of the Tacoma Sportsmen's Club for consideration in the amount of \$235,000, to be paid by the Tacoma Sportsmen's Club Inc., is approved, and the proper



officers of the City of Tacoma are authorized to execute all necessary
documents, substantially in the same form as on file with the Clerk and
approved by the City Attorney.

Approved as to form:

Chair

Chief Deputy City Attorney

Secretary

Adopted

Clerk



Board Action Memorandum

TO:

Jackie Flowers, Director of Utilities

COPY:

Charleen Jacobs, Director and Board Offices

FROM:

Jøhn Nierenberg, Tacoma Power Transmission and Distribution Assistant Section

Manager

Greg Muller, Real Estate Officer, Real Property Services

MEETING DATE:

March 25, 2020 March 13, 2020

DATE:

SUMMARY: Approve and authorize execution of an Easement Agreement (E13575) to grant an easement to the Tacoma Sportsmen's Club Inc. across a portion of Tacoma Power property in the Frederickson vicinity identified as Pierce County Tax Parcel No. 0419302044 for \$235,000.00. This request is made to perfect the rights for use of the easement area by the Tacoma Sportsmen's Club prior to completion of the pending sale of the underlying Tacoma Power property.

BACKGROUND: No previous request has been submitted to Board in relation to this proposal. The Tacoma Sportsmen's Club has been utilizing the easement area for ingress and egress to their property under permit from Tacoma Power. As the underlying Tacoma Power property is now under contract for sale, in order to solidify the club's rights to use the easement area, Tacoma Power has agreed to the proposed Easement Agreement. The contract buyer has consented to the Easement Agreement. Consideration of \$235,000 for the easement is believed to represent fair market value as estimated in a recent appraisal. The terms and conditions of the Easement Agreement have been reviewed by the City Attorney's Office and approved by Tacoma Power management and Real Property Services.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No.

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

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO **DIRECTOR?** No.

ATTACHMENTS: Tacoma Power Easement Agreement (Easement No. E13575); Location Map

CONTACT: Primary Contact: Greg Muller, Real Estate Officer, Ext 8256

Dylan Harrison, Senior Real Estate Officer, Ext 8836 Supervisor:

TACOMA POWER EASEMENT AGREEMENT TO TACOMA SPORTSMEN'S CLUB INC.

LOCATION MAP



WHEN RECORDED RETURN TO: Tacoma Public Utilities Real Property Services PO Box 11007, Tacoma, WA 98411

CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES EASEMENT NO. E13575

Reference No.

P2018-093

Grantor:

City of Tacoma, Department of Public Utilities, Light

Division (d.b.a. Tacoma Power)

Grantee:

Tacoma Sportsmen's Club Inc.

Legal Description:

Portion of NW1/4 and NE1/4 of Section 30, Township 19N,

Range 4 E, W.M., Pierce County, Washington.

Tax Parcel Nos.:

0419302044, 0419302000, and 0419301001

THIS INGRESS AND EGRESS AND UTILITIES EASEMENT AGREEMENT ("Easement Agreement") is entered into by the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as "Grantor," and record owner of the Easement Area described in **Exhibit A**, and Tacoma Sportsmen's Club Inc., a Washington non-profit corporation, hereinafter referred to as "Grantee."

RECITALS

- **A.** Grantee has requested that Grantor grant to Grantee a non-exclusive easement across the Easement Area (the "Easement") for the express purpose of ingress and egress and installation and operation of utilities to benefit Grantee's abutting real property (the "Benefitted Property") as legally described in **Exhibit C**; and,
- **B.** Grantor, for the consideration provided for below, is willing to grant and convey the Easement over the Easement Area to Grantee for the Permitted Purpose described below.

NOW THEREFORE, in consideration of the Terms, Conditions, and Covenants herein stated and the payment of Two Hundred and Thirty-Five Thousand Dollars (\$235,000.00) by Grantee to Grantor, Grantor does hereby grant to Grantee the Easement for the Permitted Purpose, across Grantor's real property legally described in **Exhibit A** (the "Easement Area") and depicted on **Exhibit B**.

Grantee is restricted to use of the Easement Area and is not authorized to use any other portions lying outside the Easement Area of Grantor's real property ("Grantor's Property") legally described in **Exhibit D**.

Terms, Conditions, and Covenants.

This Easement is subject to the following Terms, Conditions, and Covenants.

- 1. <u>Covenants.</u> The terms and conditions of the herein Easement Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, devisees and heirs.
- **2.** <u>Easement Term.</u> The Term of this Easement Agreement shall commence on the date of recording of the Easement Agreement with the Pierce County Auditor ("Date of Commencement") and shall run in perpetuity unless terminated pursuant to the terms and conditions set forth herein.
- **3.** Rights Granted. The rights granted to Grantee are solely for the Permitted Purpose as described herein. No other use of the Easement Area is granted, nor shall Grantee enlarge the use thereof without the prior written permission of Grantor. The rights granted to Grantee are indivisible.
- **4.** <u>Incorporation of Recitals.</u> The foregoing recitals are incorporated into this Easement Agreement as if fully rewritten here.
- **5.** Permitted Purpose. Grantor grants the above-described right to use the Easement Area to Grantee for the express and sole purpose of crossing the Easement Area for ingress and egress and installation and operation of utilities in support of Grantee use of its Benefitted Property ("Permitted Purpose"). The ingress

and egress and utilities shall be restricted to the described Easement Area only. Moreover, the Easement rights granted herein shall not be maintained or extended to any portion of the Benefitted Property that may be sold or transferred subsequent to the Date of Commencement, nor shall the Easement rights extend to any third-party use of any portion of the Benefitted Property, e.g. by lease, permit, or license.

- **6.** <u>Noninterference</u>. Grantee shall not damage or materially interfere with Grantor's use of the Easement Area, structures, or facilities. Except as otherwise specifically provided for herein, no structures of any type may be placed on the Easement Area, nor shall the Easement Area be barricaded, fenced or blocked by Grantee in any way.
- 7. <u>Easement Closure Risk.</u> Grantee assumes all risks and costs associated with any interference with Grantee's use of the Easement Area due to closures and blockages caused by events outside of Grantor's reasonable control including, but not limited to, environmental regulation, or natural disaster including, fire, flood, snow, slides, tree windthrow, or road washout, but not including closures and blockages due to Grantor's sole negligence. Grantor is not obligated to repair or unblock any part of the Easement Area described herein if Grantor determines use of the Easement Area is no longer safe or viable.
- **8.** <u>Non-liability.</u> Grantor shall not be liable to Grantee or to any third-party entering upon the Easement Area to or in furtherance of any act or thing done in connection with the Permitted Purpose or other use of the Easement Area. Grantee, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licenses expressly assumes all risks associated with the Permitted Purpose or other use of the Easement Area.
- 9. 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 Agreement, and the construction, operation, maintenance, repair, and replacement of the improvements on the Easement Area and/or adjacent to Grantor's 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.
- **10.** 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 Agreement; 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. "Hazardous Substance" as used in this Easement Agreement 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 that 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.

11. **Improvements.** Any and all road and utilities design, construction, maintenance, repair, or replacement occurring on or impacting the Easement Area must be approved in writing by Grantor prior to construction thereof. Such authorized improvements shall comply with all federal, state and local regulations. Grantee shall be solely responsible for any and all costs associated with the construction, maintenance, repair, replacement, or upkeep of any existing or future authorized improvements impacting the Easement Area. Grantor's review and approval is not intended as an engineering review or analysis. It shall remain the sole responsibility of Grantee to ensure adherence to all code and permitting requirements. Further, Grantor approval shall not be deemed consent, authorization, or acknowledgement that Grantee has obtained all required authorizations or that professional or engineering standards are sufficient or fit. Grantee's improvements shall, at Grantor's option, be removed at the termination of the Easement rights and the Easement Area restored, both at Grantee's sole expense.

In the event any of Grantor's improvements in the Easement Area are disturbed or damaged by Grantee's use, at Grantor's sold 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.

12. <u>Waste.</u> Grantee shall not cause nor permit any filling activity to occur in or on the Easement Area, except as approved by Grantor. Grantee shall not deposit refuge, garbage, or other waster matter or use, store, generate, process, transport, handle, release or dispose of any Hazardous Substances, or other pollutants in or on the Easement Area except in accordance with all applicable laws. 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.

- **13. Warranty.** Grantor does not warrant its authority to grant the above-described use of the Easement Area, and Grantee agrees to secure any other rights needed for the lawful use of the Easement Area. Grantor expressly disclaims any representation or warranty that the Easement Area is suitable for any use.
- **Prior Agreements.** The rights herein granted shall be subject to any prior agreements or contracts made or entered into by Grantor and further shall be subject to any subsequent agreements between city, state, or federal wildlife, fish, ecology, energy, or other regulatory agency having jurisdiction over the City of Tacoma's hydroelectric, transmission, water supply, and railway systems.
- 15. Other Agency Regulations. This Easement Agreement, Easement, Grantee, and Grantor, are at all times subject to provisions and requirements of federal, state, and local agencies and any future rules and regulations of these agencies or their successors or assigns. The rights granted herein are subject to any lawful rules or regulations now in effect or which hereafter might become effective which are imposed upon the subject Easement Area by any regulating authority, including Grantor. Grantor reserves the right at any and all times to prescribe additional non-discriminatory rules and regulations for the conduct, operation, and maintenance of any or all the rights and privileges granted under the terms of this Easement Agreement.
- **16.** <u>Non-Exclusive Rights.</u> This Easement is non-exclusive, and shall not prohibit Grantor from granting other rights of like or other nature to others, nor shall it prevent Grantor from using any of the subject Easement Area or affect its right to full supervision and control over all or any part of the Easement Area, none of which is hereby surrendered.
- 17. No Protest of LID or ULID. Grantee agrees it will not protest the formation of a Local Improvement District (LID) or Utility Local Improvement District (ULID) benefitting Grantor's Property except upon Grantor's written consent.
- **18. No Protest of Development of Grantor's Property.** Grantee agrees it will not protest or otherwise oppose or object to the lawful subdivision and/or development of Grantor's Property and will reasonably cooperate in such efforts.
- **19.** Acknowledgement. As a condition of this Easement Agreement, all parties hereto agree that each of Grantee, its successors and/or assigns, in order to be entitled to and benefit from the Easement shall acknowledge and accept the terms and conditions set forth in this Easement Agreement. Grantee's execution of this Easement Agreement shall be deemed acknowledgement of receipt.
- **20.** <u>Termination.</u> Should any one or more of the following events of termination occur, Grantor may re-enter, retake possession of, and hold the Easement Area without compensation to Grantee or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of or damages to any premises or the improvements thereon abutting on said Easement

Area or any part thereof. Moreover, no compensation shall be due Grantee for termination of the Easement rights granted herein.

- a. Failure of Acknowledgement. If any of Grantee, its successors and/or assigns, fails to acknowledge and accept the terms and conditions of this Easement Agreement, then the Easement rights expressed herein shall automatically terminate with respect to the non-accepting party. In the event of such termination, all ingress and egress and utilities rights of said party to the Easement Area shall cease.
- b. Failure or Breach. In the event Grantee fails or breaches the terms and/or conditions of this Easement Agreement, Grantor reserves the right to terminate the rights granted herein; or to reconcile or cause a remedy in order to cure said failure or breach of the Easement Agreement. Such actions shall be at the sole discretion of Grantor. If said remedies to cure a failure or breach of this Easement Agreement are not forthcoming, Grantee shall have the right to create a remedy, which must be acceptable to, and approved in writing by Grantor within 180-days from written notice by Grantor, else the Easement rights shall be terminated after a 180-day notice.
- c. Abandonment of Easement Area. Should Grantee fail to use the Easement Area, or any part thereof, as provided for herein for a period exceeding one (1) year, the Easement and all rights associated with said Easement shall automatically terminate.
- d. Change in Use of Benefitted Property. Should Grantee change the use of the Benefitted Property inconsistent with either the objectives of the Tacoma Sportsmen's Club or limitations as a Washington non-profit corporation, the Easement rights shall automatically terminate.
- e. <u>Sale or Transfer of Benefitted Property.</u> Should Grantee sell or transfer any portion of the Benefitted Property, the Easement rights shall automatically terminate as to such portion sold or transferred.
- f. Establishment of Alternative Public Access to Benefitted Property.

 Should alternative public access be developed across or through Grantor's Property between the Benefitted Property and either Canyon Road East or Military Road East, or any future extension(s) thereof, the Easement rights shall automatically terminate.
- g. <u>Taking.</u> 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"), the Easement rights 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. Moreover, Grantee disclaims interest in any award of Just Compensation in the event of a Taking.

21. Miscellaneous.

a. <u>Notices.</u> Any and all notices, demands or requests required or permitted hereunder shall be in writing and delivered through personal delivery; or email transmission (with receipt confirmed via reply by the recipient) or two (2) business days after being deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid; or one (1) business day after being deposited with any commercial air courier or express service, next day delivery, addressed as follows:

1) Grantor:

Tacoma Power

Real Property Services 3628 South 35th Street ABS – 2nd Floor

Tacoma, WA 98409 Telephone: 253.502.8256

E-mail: gmuller@cityoftacoma.org

2) Grantee:

Tacoma Sportsmen's Club Attention: President 16409 Canyon Road East Puyallup, WA 98375

Telephone: 253.537.6151

E-mail: TSC1933@outlook.com

- b. <u>Further Assurances.</u> The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Easement Agreement.
- c. <u>Entire Agreement.</u> This Easement Agreement contains all of the terms and conditions relating to the Easement and supersedes and replaces all oral and/or written proposals and agreements heretofore made on the subject matter. This Easement Agreement may be modified only by a written document signed by the parties hereto or their respective successors or assigns.
- d. Attorneys' Fees. In the event of any litigation relating to this Easement Agreement or the breach thereof, the substantially prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees and all of the costs and expenses of litigation.

- e. <u>Exhibits.</u> All exhibits attached to this Easement Agreement are incorporated in and made a part of this Easement Agreement by reference.
- f. <u>Governing Law.</u> This Easement Agreement shall be construed and enforceable in accordance with, and governed by, the laws of the State of Washington.
- g. <u>Counterparts.</u> This Easement Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- h. <u>Severability.</u> If any clause, sentence, or other portion of the terms, conditions and covenants of this Easement Agreement area held, to any extent, to be invalid or unenforceable, the remainder of this Easement Agreement shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.
- i. <u>Assignment.</u> Grantee shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Easement Agreement without the prior written consent of Grantor.
- **J.** <u>Waiver.</u> A waiver or failure by either Grantor or Grantee to enforce any provision of this Easement Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision.

[Remainder of Page Intentionally Left Blank]

P2018-093/E13575	
TACOMA POWER	TACOMA SPORTSMEN'S CLUB INC
BY:	ACCEPTED BY:
Jackie Flowers, Director of Utilities	President, Tacoma Sportsmen's Club Inc.
Approved as to form:	
Michael W. Smith Michael W. Smith,	
Deputy City Attorney	

P2018-093/E13575		
Authorized:		
	•	
Chris Robinson, Power Superintendent		
Reviewed:		
Joseph Wilson		
Joseph A. Wilson, Transmission and Distribution Manager	•	
John Nuramberry		
John Nierenberg, Transmission and Distribution Assistant	: Manager	
Andrew Cherullo	ES	LV
Andy Cherullo, Director of Finance		
Legal Description Approved:		
Jeff Singleton, Chief Surveyor		* .

P2018-093/E13575	
STATE OF WASHINGTON)
COUNTY OF PIERCE) SS)
Public Utilities, the municipal co instrument, and acknowledged deed of the City of Tacoma for to ath stated that she was author	before me personally appeared Jackie Flowers, of Utilities of the City of Tacoma, Department of rporation that executed the within and foregoing said instrument to be the free and voluntary act and the uses and purposes herein mentioned, and on ized to execute said instrument. e hereunto set my hand and affixed my official seal tten.
Place Notary Seal in Box	
·	Notary Public in and for the State of Washington
	Residing in

EXHIBIT A

EASEMENT AREA LEGAL DESCRIPTION

THAT PORTION OF GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 2 AND THE EAST MARGIN OF CANYON ROAD EAST, ALSO BEING THE NORTHWEST CORNER OF REVISED PARCEL B, PIERCE COUNTY BOUNDARY LINE ADJUSTMENT 832695, AS RECORDED UNDER RECORDING NUMBER 201607085001, RECORDS OF PIERCE COUNTY, WASHINGTON;

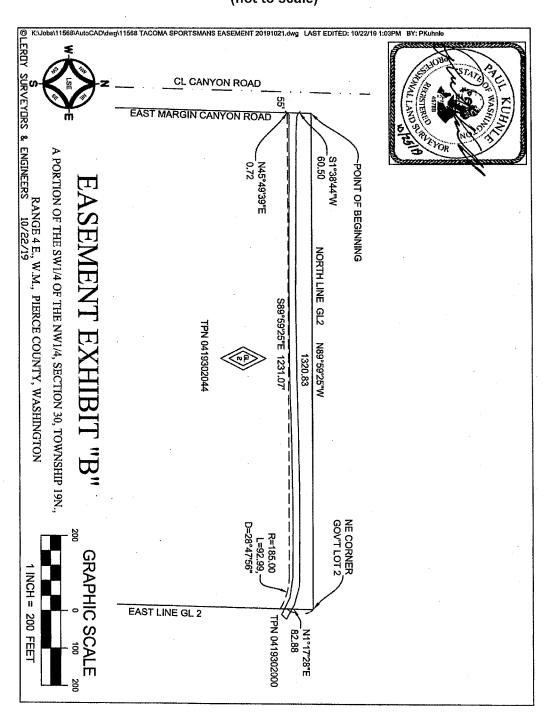
THENCE ALONG THE EAST MARGIN OF CANYON ROAD EAST, S01°38'44"W, FOR 60.50 FEET; THENCE LEAVING SAID EAST MARGIN OF CANYON ROAD EAST, N45°49'39"E FOR 0.72 FEET; THENCE PARALLEL WITH AND 60.00 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 2, S89°59'25"E FOR 1231.07 FEET TO THE BEGINNING POINT OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 185.00 FEET AND A CENTRAL ANGLE OF 28°47'56";

THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 92.99 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 2; THENCE ALONG SAID EAST LINE NO1°17'28"E A DISTANCE OF 82.88 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2; THENCE ALONG THE NORTH LINE THEREOF N89°59'25"W FOR 1320.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING



EXHIBIT B

EASEMENT AREA DEPICTION (not to scale)



E13575/2018-093 Page **13** of **15**

EXHIBIT C

BENEFITTED PROPERTY LEGAL DESCRIPTION

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON OWNED BY THE GRANTEE ON THE COMMENCEMENT DATE REFERENCED HEREIN.

EXHIBIT D

GRANTOR'S PROPERTY LEGAL DESCRIPTION

REVISED PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201607085001, DESCRIBED AS FOLLOWS:

GOVERNMENT LOT 2 OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WAHSINGTON. EXCEPT THE WEST 20 FEET FOR ROAD.

ALSO EXCEPT THOSE PORTIONS CONVEYED TO PIERCE COUNTY BY INSTRUMENTS RECORDED UNDER AUDITOR'S FILE NOS. 8604150281 AND 201006010129, RECORDS OF PIERCE COUNTY, WASHINGTON.

ALSO EXCEPT THAT PORTION CONVEYED TO WGW, INC. BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 201607150389, RECORDS OF PIERCE COUNTY, WASHINGTON.



1 2

RESOLUTION NO. U-11155

A RESOLUTION relating to the revision of Chapter 12.06 of the Tacoma Municipal Code ("TMC"), requesting that the City Council declare an emergency and amend Ordinance No. 28551 to delay a scheduled increase to electric rates due to COVID-19 related state of emergency.

WHEREAS, the City of Tacoma, Department of Public Utilities, Power Division (d.b.a. "Tacoma Power"), passed Public Utility Board Resolution No. U-11033 on October 24, 2018, regarding electric regulations and rates, and

WHEREAS, the resolution provided for two system average 2.0% electric rate increases, one that will was effective April 1, 2019, and the other that will become effective April 1, 2020, and

WHEREAS, the Tacoma City Council passed Ordinance No. 28551 on November 20, 2018, which approved and adopted the requested revisions and increases to Tacoma Power's rates, and

WHEREAS, due to the emergency proclamation from the Mayor of Tacoma regarding coronavirus COVID-19 on March 12, 2020 and confirmation of that proclamation by the City Council on March 17, 2020; Tacoma Power proposes that the rate increase currently scheduled for April 1, 2020, be delayed until July 1, 2020, and

WHEREAS, in order to delay the rate increases that are set forth in Exhibits A and B to Ordinance No. 28551, Tacoma Power proposes superseding and replacing said Exhibits with Exhibits A-1 and B-1 attached hereto, and



WHEREAS revisions regarding electric regulations and rates require approval by the Public Utility Board and Tacoma City Council, pursuant to Tacoma City Charter section 4.11, and

WHEREAS, due to the state of emergency and in order to immediately implement a delay in an increase to electric rates, Tacoma Power requests that the City Council use its emergency powers to (1) dispense with the normal second reading and ten-day waiting period for adoption of an Ordinance, and (2) approve the proposed revisions to Exhibit A and Exhibit B of Ordinance No. 28551 and TMC 12.06 to become effective immediately; Now, Therefore, BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

Sec. 1. The Board requests that the City Council supersede and replace Exhibits A and B to Council Ordinance No. 28551 with Exhibits A-1 and B-1 attached hereto in order to delay the scheduled rate increase, and

Sec. 2 The Board requests that the City Council uses its emergency powers to (1) dispense with a second reading and a ten-day waiting period for this Ordinance, and (2) approve Exhibits A-1 and B-1 to become effective April 1, 2020, with the rate increase specified in Exhibit B-1 to become effective per the date specified in Exhibit B-1.

Approved as to form:		
To Offerall	Chair	
Chief Deputy City Attorney	Secretary	
	Adopted	
Clerk		

U-11155



TACOMA PUBLIC UTILITIES

3628 South 35th Street
Tacoma, Washington 98409-3192

March 19, 2020

To: Mayor Woodards and Tacoma City Council Members

Public Utility Board

Tacoma Power requests approval by the Public Utility Board and the City Council for rate adjustments effective April 1, 2020, and July 1, 2020, to delay the implementation the planned 2020 electric rate increase for three months due to the state of emergency caused by novel coronavirus COVID-19.

On October 24, 2018, the Public Utility Board passed Resolution No. U-11033 amending and revising Chapter 12.06 of the Tacoma Municipal Code regarding electric regulations and rates effective April 1, 2019 and April 1, 2020. The Resolution addressed a forecasted \$21.9 million revenue shortfall by implementing two system-average 2.0% electric rate increases to become effective April 1, 2019 and April 1, 2020. On November 20, 2018, the City Council passed Ordinance No. 28551 implementing these rate increases.

On March 12, 2020, the Mayor of Tacoma issued a proclamation of emergency due to novel coronavirus COVID-19. This state of emergency was confirmed by the City Council on March 17, 2020. In response to this emergency, Tacoma Power requests that the electric rate increase scheduled to become effective April 1, 2020 be delayed until July 1, 2020. This rate increase was designed to recover approximately \$7.5 million of additional revenue in the twelve months remaining in the Rate Period (April 1, 2020 through March 31, 2021). Tacoma Power now forecasts to collect \$5.7 million of additional revenue during the remaining Rate Period. No changes to rate design or apportionment of the rate increase among the classes is proposed.

In order to implement this rate increase delay in a timely fashion, Tacoma Power requests that the City Council use its emergency powers to dispense with the second reading and ten-day waiting period for this Ordinance change. Instead, the utility requests the City Council approval of the proposed rate adjustments in TMC 12.06 to become effective immediately.

Sincerely,

Jackie Flowers
Director of Utilities









Board Action Memorandum

TO:

Jackie Flowers, Director of Utilities

COPY:

Charleen Jacobs, Director and Board Offices

FROM:

MEETING DATE:

Requested Board Meeting Date

DATE:

Today's Date

SUMMARY: Provide a brief description of the action to be taken. Summarize the reason for the resolution and your recommendation.

Tacoma Power is requesting that the City Council revise Chapter 12.06 of the Tacoma Municipal Code ("TMC") by declaring an emergency and amend Ordinance No. 28551 to delay a scheduled increase to electric rates due to COVID-19 related state of emergency.

BACKGROUND: Provide information that is required to orient the Board. Provide context and frame the issue or topic.

On October 24, 2018, the Public Utility Board passed Resolution No. U-11033 amending and revising Chapter 12.06 of the Tacoma Municipal Code regarding electric regulations and rates effective April 1, 2019 and April 1, 2020. At that time, Tacoma Power's official revenue requirement analysis for the twenty-four month Rate Period (April 1, 2019 through March 31, 2021) projected a revenue shortfall of approximately \$21.9 million at current rates. The Resolution addressed this shortfall by implementing two system-average 2.0% electric rate increases to become effective April 1, 2019 and April 1, 2020.

On March 12, 2020, the Mayor of Tacoma issued a proclamation of emergency due to novel coronavirus COVID-19. This state of emergency was confirmed by the City Council on March 17, 2020. In response to this emergency, Tacoma Power recommends that the electric rate increase scheduled to become effective April 1, 2020 be delayed until July 1, 2020. This rate increase was designed to recover approximately \$7.5 million of additional revenue in the twelve months remaining in the Rate Period (April 1, 2020 through March 31, 2021). Tacoma Power now forecasts to collect \$5.7 million of additional revenue during the remaining Rate Period.

If applicable, outline all public and stakeholder outreach efforts undertaken.





ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No.

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.

The revenue increase was budgeted to occur on April 1st. The reduced revenue from implementing the rate increase on July 1st will be covered by utility reserves. No budget revision is necessary.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? No.

ATTACHMENTS: List any attachments (contracts, policies, agreements, etc.).

- a. Letter to Public Utility Board and City Council from Jackie Flowers dated March 17, 2020
- b. Proposed Amendments to Chapters 12.06 TMC

CONTACT: Provide name, title, and phone number of primary contact for this Board action item. Bill Berry – Power Section Manager (253) 502-8294 Erin Erben – Power Section Assistant Manager (253) 502-8986