



RESOLUTION NO. U-11549

1 A RESOLUTION related to the Department of Public Utilities, Light Division
2 (d/b/a "Tacoma Power"), authorizing a Utility Installation Agreement
3 Phase 1 procurement and preliminary engineering design for the Husky
4 Terminal Expansion Project.

5 WHEREAS the Northwest Seaport Alliance (NWSA) is reconfiguring
6 Husky Terminal in the Port of Tacoma by adding refrigeration units, a new
7 maintenance building, lighting improvements, and gantry crane electrification,
8 and

9 WHEREAS these improvements represent approximately 13.5
10 megawatts of total new load, requiring new equipment at an existing substation
11 and two dedicated distribution feeders from the substation to Husky Terminal,
12 and

13 WHEREAS this project is part of a broader terminal expansion funded by
14 a federal grant from the Maritime Administration (MARAD); a previous version
15 of the Utility Installation Agreement ("Agreement") was approved by utility board
16 resolution No. U-11500, however, due to changes in the grant's terms and
17 conditions, along with delays in the release of funds, the original Agreement
18 needs to be superseded with an updated version, and

19 WHEREAS authorization is necessary for Tacoma Power to complete
20 the customer-funded Phase 1 preliminary engineering design and long-lead
21 time procurement activities for electric Utility upgrades necessary to serve the
22 Husky Terminal Expansion Project in the Port of Tacoma, and

23 WHEREAS the Phase 1 cost is estimated to be \$6,220,477, to be paid
24 by NWSA, and
25
26



WHEREAS Tacoma Power's work is planned to be contracted in two phases: Phase 1, covered by this Agreement, includes the preliminary engineering design and procurement services for long-lead time substation equipment, and Phase 2, under a future contract, will include the final design and the construction of the electric utility upgrades; Now, therefore,

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

That Tacoma Power's request to supersede and replace the existing Utility Installation Agreement authorized pursuant to Resolution No. U-11500 and execute the updated Utility Installation Agreement; Phase 1 Procurement and Preliminary Engineering Design Services for the Husky Terminal Expansion Project in the Port of Tacoma, in the amount of \$6,220,447, is hereby approved, and the proper officers of the City are authorized to execute said agreement substantially in the form as on file with the Clerk and as approved by the City Attorney's Office.

Approved as to form:

Chair

/s/
Chief Deputy City Attorney

Secretary

Clerk

Adopted



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Chris Robinson, Power Superintendent
MEETING DATE: August 27, 2025
DATE: August 7, 2025

GUIDING PRINCIPLE ALIGNMENT (select as many that apply):

Please indicate which of the Public Utility Board's Guiding Principle(s) is supported by this action.

- | | |
|--|--|
| <input type="checkbox"/> GP1 – Diversity, Equity, Inclusion, Belonging | <input type="checkbox"/> GP8 – Telecom |
| <input type="checkbox"/> GP2 – Financial Sustainability | <input checked="" type="checkbox"/> GP9 – Economic Development |
| <input type="checkbox"/> GP3 – Rates | <input type="checkbox"/> GP10 – Government Relations |
| <input type="checkbox"/> GP4 – Stakeholder Engagement | <input type="checkbox"/> GP12 – Employee Relations |
| <input type="checkbox"/> GP5 – Environmental Sustainability | <input checked="" type="checkbox"/> GP13 – Customer Service |
| <input type="checkbox"/> GP6 – Innovation | <input type="checkbox"/> GP14 – Resource Planning |
| <input type="checkbox"/> GP7 – Reliability & Resiliency | |

SUMMARY:

This resolution will authorize Tacoma Power to complete the customer-funded Phase 1 preliminary engineering design and long-lead time procurement activities for electric utility upgrades necessary to serve the Husky Terminal Expansion Project in the Port of Tacoma. The Phase 1 cost is estimated to be \$6,220,477, which will be paid for by the Northwest Seaport Alliance (NWSA).

Tacoma Power's work is planned to be contracted in two phases. Phase 1, covered by this contract, includes the preliminary engineering design and procurement services for long-lead time substation equipment. Phase 2, under a future contract, will include the final design and the construction of the electric utility upgrades.

BACKGROUND:

In the Port of Tacoma, the NWSA is reconfiguring Husky Terminal by adding refrigeration units, a new maintenance building, lighting improvements, and gantry crane electrification. These improvements represent approximately 13.5 megawatts of total new load, requiring new equipment at an existing substation and two dedicated distribution feeders from the substation to Husky Terminal.

This project is part of a broader terminal expansion funded by a federal grant from the Maritime Administration (MARAD). A previous version of the project was approved on December 11, 2024, under Resolution U-11500. However, due to changes in the grant's terms and conditions, along with delays in the release of funds, the original agreement was ultimately terminated.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No

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

All direct costs associated with this contract will be paid in advance by NWSA in its entirety. Any unused deposit will be refunded or applied to the future contract.



Board Action Memorandum

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? Yes

ATTACHMENTS: Utility Installation Agreement

CONTACT:

Primary Contact: Ali Poldo; Projects & Standards, Manager; (206) 687-8602
Supervisor's Name: John Merrell; interim T&D Section Manager; (253) 502-8286

UTILITY INSTALLATION AGREEMENT

Phase 1: Procurement and Preliminary Engineering Design Services for the Husky Terminal Expansion Project

This **UTILITY INSTALLATION AGREEMENT** ("Agreement" or "Phase I Contract") with an effective date as of September 1, 2025 ("Effective Date") is made by and between Northwest Seaport Alliance, a Washington port development authority (the "NWSA"), as licensee/agent for the Port of Tacoma and the City of Tacoma, Department of Public Utilities, Light Division, a municipal corporation of the State of Washington, ("Tacoma Power and/or City.") Tacoma Power and the NWSA each may be referred to as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the Port of Tacoma and the Port of Seattle are the Managing Members of NWSA which was formed for the joint operation, management, and use of certain properties of each such port district by NWSA, including Terminals 3 and 4 located at 1011 Port of Tacoma Road, in Tacoma, Pierce County, Washington;

WHEREAS, the NWSA leases Terminals 3 and 4 to Husky Terminal & Stevedoring for the berthing of container ships and the trans loading of cargo in the form of containers;

WHEREAS, NWSA intends to modify and make improvements for additional refrigerated container units, a new maintenance building, lighting improvements, and RTG electrification at Terminals 3 and 4 ("Expansion of Terminals 3 & 4");

WHEREAS, the NWSA is a recipient of a federal grant and was awarded the 2023 Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) grant for a multi-component port improvement project and one component of this project requires utility installation and services.

WHEREAS, the NWSA has requested Tacoma Power to provide approximately 13.5MW to serve the planned load for the Expansion of Terminals 3 & 4;

WHEREAS, Tacoma Power completed a System Impact and Facilities Study that determined that modifications and improvements to Tacoma Power's existing Lincoln Substation and distribution system are required to serve the planned load for Expansion of Terminals 3 & 4;

WHEREAS, NWSA has requested Tacoma Power to perform the utility installation work and related services specified herein that is necessary to serve NWSA's expansion of Terminals 3 & 4, and Tacoma Power is prepared to perform said work and services, provided all new and modified facilities required for such new electrical service are designed, constructed, and completed as set forth in this Agreement. Tacoma Power is designated as a contractor for NWSA for purposes of the federal grant;

WHEREAS, the Expansion of Terminals 3 & 4 to be constructed by the NWSA, together with the modifications and improvements to Tacoma Power's facilities and related utility installation work proposed to be built by Tacoma Power herein as necessary to provide electrical service to the NWSA, are collectively referred to herein as the "NWSA Project";

WHEREAS, Due to timing constraints and the scope of the installation activities involved, which include long lead times for procurement of necessary equipment, the Parties wish to proceed with the utility installation work in two (2) separate contract phases. The first phase, which is the subject of this Phase I Contract, pertains primarily to and governs performance and payment of the required preliminary engineering design and initial procurement services. The second phase, which is the subject of the Phase II Contract more fully described in Article 3 below, pertains primarily to the final design and construction services required to complete the utility installation work as currently contemplated by both Parties;

WHEREAS, NWSA will be solely responsible for, and pay, all developmental costs to complete the NWSA Project. Accordingly, all work performed, and materials and equipment supplied by Tacoma Power pursuant to this Phase I Contract, as well as the Phase II contract contemplated herein, shall be at the sole cost and expense of the NWSA including, but not limited to, the actual costs incurred by Tacoma Power. Such costs specifically include "**Direct Costs**" as defined in Section 1.5 a. below. Notwithstanding the foregoing, it is understood and agreed that Tacoma Power will own and operate all resulting Electrical Utility Infrastructure unless expressly noted otherwise herein. It is further understood and agreed that the parties will negotiate in good faith and execute an MOU on a form agreeable to both parties specifying that the Electrical Utility Infrastructure funded by NWSA pursuant to either the Phase I or Phase II Contract will be used to serve the NWSA Project, with 15MVA of any excess transformation capacity from such equipment being held in reserve for NWSA projects for ten years following energization of NWSA funded infrastructure.

IN CONSIDERATION OF the mutual promises set forth herein and the mutual benefits to be derived hereunder, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - SCOPE

1.1 Initial Procurement Services. Upon mutual execution of this Phase I Contract, and NWSA's tender of the Advance Payment as specified in Article 2 herein, Tacoma Power shall immediately proceed with bidding and ordering the long lead time equipment it deems will be necessary to complete utility installation work for the NWSA Project. Said procurement shall include ordering long lead time utility substation equipment items that meet Buy America, Build America grant requirements consisting of:

- 115kV Disconnect Switches

- 115kV Circuit Switcher
- 115Kv Circuit Breaker
- 40 MVA 115Kv-13.8KV Power Transformer
- 15kV walk in Distribution Switchgear

The estimated cost of long-lead time equipment to be procured by Tacoma Power will be included in the required Advance Payment as further described in Section 2.2 below.

The NWSA has applied for and received notification of federal funding via the 2023 Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) grant for this project ("Federal Grant"). A copy of the Federal Terms and Conditions, **Exhibit C**, is attached as a reference only. Tacoma Power has been designated a "Contractor" for the purposes of the Federal Grant (and is expressly not designated a recipient or sub-recipient). Tacoma Power shall comply with the legally applicable requirements specified in Exhibit D of this agreement

1.2 Preliminary Engineering Design Services. Upon mutual execution of this Phase I Contract, and NWSA's tender of the required Advance Payment as specified in Article 2 herein, Tacoma Power shall immediately begin work to develop and prepare the 30% preliminary engineering design for the NWSA Project as described in Sections 1.2.1, 1.2.2, 1, and 1.2.3. It is mutually intended and agreed that said preliminary engineering design will be used by the Parties to develop cost estimates and a basis for the anticipated Phase II Contract final design and construction described in Exhibit A.

The estimated cost of the Preliminary Engineering Design services to be performed by Tacoma Power will be included in the required Advance Payment as further described in Section 2.2 below.

It is anticipated that Phase 1 preliminary design will begin immediately following execution of this agreement and, subject to NWSA's sufficient progress of the Husky Terminals 3 and 4 electrical design and NWSA providing to Tacoma Power the information described in Section 1.3, that Phase 1 activities will be completed within 240 days of the execution date.

Preliminary engineering design services shall include:

- 1.2.1 Electrical engineering for:
 - Substation design
 - Protective relaying
 - Operational control
 - System integration
 - Transmission line design
- 1.2.2 Civil engineering for:

- Substation civil design for substation foundations, steel structures, conduit, vaults and geotechnical engineering

1.2.3 Distribution line engineering for:

- Design to accommodate new overhead 15kV distribution feeders from Lincoln substation on East 11th Street near termination points near Husky Terminal
- Design to extend underground 15kV distribution feeders from the overhead termination points on East 11th Street to primary metering points of delivery at locations to be determined by the NWSA. Tacoma Power underground distribution additions and improvements will be designed with 15kV utility class underground cable, and PVC conduit & pre-cast concrete vault systems with primary metering equipment and associated appurtenances. Tacoma Power shall collaborate with the NWSA to define how future terminal load additions will be connected, the scope of the underground distribution design and construction, and the specific placement and installation requirements of these systems
- Design modifications of existing 15kV distribution feeders within the terminal, adjacent to the terminal, and other locations impacted by the Project

1.3 Property Access and Information. As a prerequisite to the performance and completion of the Preliminary Engineering and Design Services, Tacoma Power requires the following information and access:

- 1.3.1 NWSA shall provide Terminal 3 and 4 electrical design drawings and information including planned modifications and additions to the existing NWSA electrical infrastructure.
- 1.3.2 NWSA shall provide a Right-of-Way survey and base map to aid Tacoma Power in the design of the proposed overhead distribution feeders from Tacoma Power's Lincoln Substation to a termination point near the Husky Terminal:
 - From the existing Tacoma Power Lincoln substation including a portion of Lincoln Avenue proceeding northwest along Thorne Road to East 11th Street.
 - From the intersection of Thorne Road proceeding northeast along East 11th Street to the Husky Terminal
 - Survey to include features of a minimum of 20 feet beyond the right-of-way lines of adjoining private and public properties

Tacoma Power will provide a list of survey features to be included in the survey:

- The required electronic format
- The survey horizontal and vertical datums
- Right-of-way stationing per City of Tacoma Public Works Engineering

1.3.3 Tacoma Power requires ingress and egress access to the NWSA property to visually confirm conditions and work with the NWSA to identify any known restrictions applicable to Tacoma Power's preliminary design and proposed installation of electric utility infrastructure by Tacoma Power. Tacoma Power personnel shall follow the NWSA's notification and access requirements for such access.

1.4 Incorporation of Recitals. The Parties acknowledge that the above-stated Recitals are true and accurate and are incorporated as contractual provisions herein.

1.5 Definitions.

- (a) **"Direct Costs"** shall mean and include all costs and expenses incurred by Tacoma Power directly related to the NWSA Project as provided under this Agreement and shall include, without limitation,
- (i) All costs and expenses of materials, equipment, supplies, utilities, consumables, goods and other items used or incorporated in connection with and in furtherance of this Agreement and any taxes, insurance, and interest expenses related thereto, including, without limitation, activity pricing for inspection, engineering, crews and equipment and the City's Utilities Gross Earnings Tax.
- (ii) All labor costs and expenses incurred to date and pursuant to this Agreement for the design, inspection, and construction activities and/or tasks designated to be performed by Tacoma Power hereunder. Such costs are inclusive of payroll benefits and overhead for applicable labor classifications.
- (iii) All costs and expenses incurred to date and during performance of this Agreement for any work performed by Tacoma Power consultants or contractors that pertains to the NWSA Project and as necessary to undertake and complete the Tacoma Power Work under this Agreement; and
- (iv) All actual costs incurred in relation to the procurement and preliminary engineering design work of Phase I ("Actual Costs")
- (b) **"Electrical Utility Infrastructure"** as a term in this agreement shall include all transmission lines, overhead and underground distribution feeders, substation equipment, conduit, vaults, cable, miscellaneous equipment, and related

connecting devices and communications that will be installed to facilitate Tacoma Power delivery of electrical energy to the NWSA's facilities.

- (c) **"Project Manager"** mean the respective persons designated by the Parties in Section 5.1 herein to be the point of contact for design and contract changes and/or updates.
- (d) **"Tacoma Power Work"** means all labor, materials, equipment, services, supplies, overheads, applicable taxes and all other activities or items necessary to perform the services described in Article 1 herein.
- (e) **"The City"** is used interchangeably with "Tacoma Power" in this Agreement.

ARTICLE 2 – PAYMENT AND INVOICING

2.1 NWSA Payment Obligations. NWSA agrees that it shall be responsible for, and shall fully pay, all of Tacoma Power's actual Direct Costs (as defined in Section 1.5 a. above) related or attributable to the NWSA Project. This obligation applies to any and all procurement and preliminary engineering design services performed by Tacoma Power hereunder (collectively the Services). The estimated total cost of this Phase I Contract is currently estimated at \$6,220,477 (the "Preliminary Cost Estimate"). This Preliminary Cost Estimate amount is based on Tacoma Power's good faith estimate of the total costs it will incur to fully perform its obligations under this Phase I Contract.

| Item | Estimate |
|---|--------------------|
| Preliminary Engineering ^a | \$300,000 |
| Substation Major Equipment | \$3,692,000 |
| 40 MVA Transformer Upgrade ^b | \$500,000 |
| Subtotal | \$4,492,000 |
| Contingency at 10% | \$449,200 |
| Subtotal | \$4,941,200 |
| Recovery Taxes at 9.25% (effective rate 10.193%) ^c | \$503,508 |
| External Overhead at 15.7% ^d | \$775,768 |
| Grand Total | \$6,220,477 |

Footnotes:

a: Includes engineering design for Phase I.

b: Additional costs to upsize to 40 MVA transformer from original 15/20/25 MVA transformer based on budgetary estimate from manufacturers.

c: Includes City of Tacoma Gross Earnings Tax and B&O Tax.

d: External overhead billing rate to recover administrative and overhead costs, effective May 2025 this rate has increased to 15.7%.

It is expressly agreed that should the total Actual Costs incurred by Tacoma Power to fully perform the Services hereunder exceed the Preliminary Cost Estimate amount and Advance Payment funds are insufficient to cover the additional cost, Tacoma Power will notify NWSA, as soon as practicable, then invoice NWSA within 120 days of notice, and NWSA shall timely pay, such excess costs in advance and in accordance with the terms and conditions herein this Article 2.

2.2 Advance Payment and Invoices. Upon mutual execution of this Agreement, NWSA shall tender an Advance Payment to Tacoma Power in the total amount of \$6,220,477 ("Advance Payment"). For purposes of this Phase I Contract, said Advance Payment shall mean that portion of the total funded customer amount that must be paid by NWSA as a pre-condition to Tacoma Power's obligation to perform under this Phase I contract and is equal to the mutually agreed Preliminary Cost Estimate amount. Tacoma Power shall invoice NWSA for additional Actual Costs incurred.

In the event Tacoma Power incurs Actual Costs that exceed the Advance Payment, Tacoma Power shall be entitled to immediately invoice and be paid for those excess costs. Such invoices, if any, will include a detail of the excess Actual Costs incurred. It is mutually agreed that Tacoma Power may cease performance hereunder if any invoiced amount is not paid within thirty (30) days following issuance. It is further mutually agreed that Tacoma Power shall have no obligation to proceed with the Phase II Contract, or any related final design activities, if any amount invoiced and due hereunder has not been paid by NWSA.

At the end of Phase I, the Actual Costs will be compared to the estimated costs, invoice payments, and the remaining Advance Payment amount. Any remaining Advance Payment funds will, at NWSA's option, be (i) applied as credit towards its monetary obligations under the Phase II Contract, or (ii) refunded.

2.3. Records. Tacoma Power shall, in accordance with its standard processes and procedures, keep records of the Direct Costs using a work order accounting system.

2.4 Invoices shall be mailed to:

NWSA:

The Northwest Seaport Alliance

Accounts Payable
Attention: David Myers
Reference MID# 201201.01
1 Sitcum Plaza
PO Box 1837
Tacoma, WA 98401
(253) 405-5593 Mobile, (253) 428-8612 Office
dmyers@portoftacoma.com

2.5 Payment. Upon receipt of invoices from Tacoma Power checks &/or electronic forms of payment shall be made payable to the **Treasurer, City of Tacoma**. Physical checks shall be mailed to:

City of Tacoma
Department of Public Utilities, Power Division
Attn: Joseph Parris
T&D Business & Financial Management
3628 South 35th Street
Tacoma, WA 98409-3192
(253)-502-8040 Office
jparris@cityoftacoma.org

In the event NWSA fails to pay any monies to Tacoma Power as and when due hereunder, NWSA shall pay interest on such unpaid sum from thirty (30) calendar days after the date due at an annual rate equal to twelve percent (12%) per annum, or the maximum rate permitted by law, whichever is less. Tacoma Power reserves the right to suspend performance hereunder for non-payment.

Notwithstanding any contested invoice by NWSA, per Section 2.6 below, NWSA shall make full payment on all invoices issued by Tacoma Power.

2.6 Contested charges. NWSA may contest a charge for any Tacoma Power Work detailed in an invoice within 30 days of receipt of such invoice by providing written notice to Tacoma Power specifying the charges and/or documentation in dispute. Upon receipt of such notice, Tacoma Power will investigate items contested and make appropriate amendments to the invoice, if necessary. If warranted, Tacoma Power will arrange a meeting between the Parties to discuss NWSA concerns as specified in its written notice. The Parties shall attempt to resolve all disputes within 30 days of the date of notice of a contested invoice. At or before the end of said period, NWSA shall submit any outstanding items to Dispute Resolution as provided in **Article 7**.

It is further agreed that at the time of a final audit, all required adjustments will be made and reflected in a final payment. Interest shall not accrue on the contested part of any billing until mutually resolved. NWSA will not unreasonably contest any bill.

2.7 Audit. During the progress of the Parties' work under this Agreement and for a period not less than three (3) years from the date of final payment to the City, the records and accounts pertaining to the Parties' work under this Agreement and accounting therefore are to be kept available for inspection and audit by either Party. Copies of all records, accounts documentation or other data pertaining to the NWSA Project will be made available for inspection, copying, or audit upon written request by either Party. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

In the event a written request to audit is received, the recipient Party agrees to cooperate fully with the auditor or independent auditor chosen, retained, and paid by the requesting Party. In the event the audit determines that NWSA has paid Tacoma Power in excess of the amounts properly due hereunder, Tacoma Power will promptly refund the excess amount to NWSA. In the event the audit determines that Tacoma Power has incurred costs for procurement and its Preliminary Engineering Design Services work that exceeds payment made by NWSA, NWSA shall promptly pay Tacoma Power the amount owed. In the event the Parties cannot agree on the results of the audit, or upon a method of refund or payment, the disagreement shall be dealt with in accordance with the Dispute Resolution provisions of **Article 7** below.

ARTICLE 3 – PHASE II CONTRACT

Final Engineering and Construction Services

3.1 Scope of Phase II Contract: The Parties contemplate and intend to enter into a second, supplemental, Utility Installation and Funding Agreement applicable to the final design and construction phase of the NWSA Project (the "Phase II Contract"). Under the Phase II Contract, NWSA expects that it will continue to assume all risk, cost, and expense of the NWSA Project with sole responsibility for payment of all Direct Costs incurred by Tacoma Power and Tacoma Power's estimated costs in advance, based on a preliminary cost estimate of same, or when otherwise due according to invoicing and payment provisions similar to those contained herein.

3.1.1 Expectations Regarding Phase II Contract Work and Responsibilities:

Tacoma Power expects that it will perform the work of final design, inspection, relocation, and conversion of its existing overhead and underground electrical power facilities, electrical substation construction, and other electrical system modifications and connections in conjunction with certain underground utilities structure work to be performed by NWSA and/or its contractor(s). A further description of the currently and anticipated Phase II Contract work and responsibilities is set forth in **Exhibit A**, attached hereto and fully incorporated herein by this reference.

3.1.2 Expectations Regarding Phase II Contract Subject Matter and Material Provisions:

It is mutually acknowledged that **Exhibit A** is not intended to be a complete description of the necessary work or their respective rights and obligations under the Phase II Contract. The Parties agree to further develop and negotiate final terms and conditions to fully address these and other pertinent subject matters.

It is expressly understood and agreed that Phase II Contract shall address each of the material subject matters identified in the attached **Exhibit B**, which is fully incorporated herein by this reference. Exhibit B shall be deemed to accurately reflect the Parties' current respective expectations and intent with respect to the subject matter and the material provisions to be included in the Phase II Contract. NWSA acknowledges and agrees that in the event a Phase II Contract is executed, it will provide and be solely responsible for securing at no cost or expense to Tacoma Power:

- Real property access rights required by Tacoma Power for the construction, ownership, operation and maintenance of the contemplated Electrical Utility Infrastructure work of the Tacoma Power owned equipment located on the NWSA property.
- Acquire and convey to Tacoma Power permanent property rights, in the form of easements, which in Tacoma Power's sole opinion, is sufficient to adequately access, construct, operate and maintain 15kV distribution lines from Tacoma Power's existing Lincoln substation to the Husky Terminal.
- Tacoma Power may, in its sole discretion, procure additional access, easements, licenses, and/or rights-of-way as reasonably necessary to perform the Tacoma Power Work on property owned by persons or entities other than NWSA; in which event, all costs incurred by Tacoma Power shall be deemed Direct Costs hereunder and reimbursed by the NWSA. Tacoma Power will not be obligated to commence Tacoma Power Work on any property unless or until approved access and/or use rights have been established.

3.2 Negotiation and Execution of the Phase II Contract: Upon completion of preliminary design documents sufficient to support the Phase II Contract, but in no event later than 240 calendar days following the mutual execution of this Phase I Contract, the Parties shall commence good faith and commercially reasonable efforts to negotiate and finalize a mutually acceptable Phase II Contract. In the event the Phase II Contract has not been fully negotiated and mutually executed within 360 calendar days following mutual execution of this Phase I Contract, this Phase I Contract shall be deemed terminated unless both Parties agree to extend this time frame in writing; Provided however, that the Parties' respective rights and obligations with respect to initially procured materials as set forth in **Article 1** and the Miscellaneous provisions set forth in **Article 8** shall survive such termination and continue to be fully enforceable.

ARTICLE 4 - EXTRA WORK

In the event either Party identifies additional work or procurement items that requires an increase over the Advance Payment for the Tacoma Power Work as set forth in **Article 1**, the Party asserting such additional work will provide written notice thereof to the other Party. The Parties agree to negotiate in good faith to modify this Agreement to authorize any increased payment resulting from such additional work. For additional costs due to unforeseen conditions, NWSA shall be responsible for and pay such costs.

Actual Costs or proposed cost increases of less than \$10,000.00 over the Advance Payment will not require formal approval by NWSA to be chargeable by, and paid to, the City. Any necessary authorization(s) for payment shall be processed in a timely manner to avoid delaying work by Tacoma Power and/or the NWSA.

Actual Costs or proposed cost increases of \$10,000.00 or more over the Advance Payment, including payment for increased work and/or a substantial change in the scope of the Tacoma Power Work, shall be limited to Direct Costs allowed by written modification, change order, or extra work orders which are to be pre-approved by the Parties and pre-paid by NWSA.

ARTICLE 5 – PROJECT ADMINISTRATION AND REPRESENTATIVES

5.1 Administration. The following designated Project Managers shall be responsible for administering the joint and cooperative undertaking of the Project as described herein:

- (a) Tacoma Power's Project Manager shall be Ali Polda. All Project related work, including correspondence with Tacoma Power, review and approval of changes and other activities related to the Procurement and Preliminary Engineering Design Services shall be coordinated through said Project Manager.

Ali Polda - Project Manager
Tacoma Power
3628 South 35th Street, ABS-M
Tacoma WA, 98409-3192
(206) 687-8602 Mobile
Email: apolda@cityoftacoma.org

- (a) NWSA Project Manager shall be David Myers - All Project related work including, but not limited to, NWSA Work and Tacoma Power Work correspondence with NWSA regarding the administration of this Agreement shall be coordinated through said Project Manager.

David Myers
The Northwest Seaport Alliance
1 Sitcum Plaza
PO Box 1837
Tacoma, WA 98401
(253) 405-5593 Mobile (253) 428-8612 Office
dmyers@portoftacoma.com

- (b) The foregoing designation of Project Managers shall not modify or supersede the dispute escalation process or designated Party representatives set forth in **Article 7**.

5.2 Notices. Except for routine day to day communications, which may be provided by email, all notices which may be or are requested to be given pursuant to this Agreement shall be in writing and be deemed given when personally delivered, or when deposited in the United States mail, postage prepaid, and marked registered or certified

mail, return receipt requested, and addressed to the parties at the following addresses unless otherwise provided for herein:

To Tacoma Power:

Ali Polda – Manager, Power Systems Engineering
Tacoma Power
3628 South 35th Street, ABS-M
Tacoma, WA 98409-3192
(206) 687-8602 Mobile
Email: apolda@cityoftacoma.org

With a copy to:

City of Tacoma
Department of Public Utilities, Power Division
Attn: John Merrell, Assistant Section Manager, Power Utility
Tacoma Power
3628 South 35th Street, ABS-M
Tacoma, WA 98409-3192
(253) 320-5151 Mobile (253) 502-8714 Office

To The Northwest Seaport Alliance:

David Myers
The Northwest Seaport Alliance
1 Sitcum Plaza
PO Box 1837
Tacoma, WA 98401
(253) 405-5593 Mobile (253) 428-8612 Office
dmyers@portoftacoma.com

With a copy to:

Thais Howard, P.E., Director of Engineering
The Northwest Seaport Alliance
1 Sitcum Plaza
PO Box 1837
Tacoma, WA 98401
(253) 209-3086 Mobile (253) 888-4718 Office
thoward@nwseaportalliance.com

Either Party may change the address to which notices shall be sent by providing written notice of such change to the other Party.

ARTICLE 6 - INDEMNIFICATION AND INSURANCE

6.1 Mutual indemnification by NWSA and CITY. To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall fully indemnify, defend and hold the other Party, its directors, elected officials, officers, managers, employees, agents, representatives, and its affiliated companies, (the "Indemnified Party") harmless from and against any and all claims, demands, liability, losses, damage, costs or expenses (including attorneys' fees and other costs of defense), of any nature or kind whatsoever, including, but not limited to, claims, demands and/or liability for personal injury to (including death of) any person whomsoever (including payments and awards made to the Indemnified Party's employees or other under any workers' compensation law or under any plan for employees' disability and death benefits), and for damage to any property whatsoever including the NWSA's property and Tacoma Power's system arising or growing out of, or caused or occasioned, in whole or in part, by reason of the negligent acts or omissions of the Indemnifying Party, EXCEPT For the sole negligence or intentional wrongdoing of the Indemnified Party its agents or employees. The Parties recognize that they are waiving immunity under Washington Industrial Insurance law, Title 51 RCW solely as to the other Party hereto and further agree that this indemnification clause has been mutually negotiated. This indemnification shall extend to and include attorney's fees and the costs of establishing the right of indemnification hereunder in favor of either Party.

The indemnification shall survive the termination of the agreement.

6.2 Insurance. The NWSA shall be fully responsible for and shall pay and/or sufficiently insure against all claims, demands, liability, losses, damage, costs, and expenses (including attorney's fees and other costs of defense) of any nature or kind whatsoever arising out of or in connection with the NWSA Project, including, but not limited to, those related to (i) personal injuries, and/or death, of any person whomsoever (including payments and awards made to NWSA's employees or others under any worker's compensation law or under any plan for employee's disability and death benefits), and/or (ii) damage to any property whatsoever (including the real and/or personal property of either or both the NWSA and Tacoma Power.)

6.3 Limitation of Liability. Except as otherwise provided herein, it is understood and agreed that Tacoma Power shall not be liable pursuant to statute, contract, in tort (including negligence), strict liability, or otherwise to the NWSA, its agents, representatives, its affiliated and associated companies, and/or its assigns, for any indirect, incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue on work not performed, or loss of use of revenues or loss of anticipated profits, resulting from the preliminary engineering design, or Tacoma Power's performance or non-performance of any obligation imposed on it by this Agreement.

6.4 No Warranty. Tacoma Power makes no warranty or representation whatsoever regarding the accuracy, completeness, or usefulness of the preliminary engineering design, and Tacoma Power expressly disclaims any and all warranties, whether

expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Tacoma Power's performance of the preliminary engineering shall not be construed as confirming or endorsing the suitability of the NWSA project or a connection between the NWSA or Port's facilities and Tacoma Power's facilities, or as any warranty of safety, durability, reliability or efficacy of any facility, or any connections or facilities thereto, for any use or purpose.

ARTICLE 7 - DISPUTE RESOLUTION

7.1 Preventing Conflicts. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict before they escalate into dispute, claims or legal actions.

7.2 Resolving Disputes Through Negotiation. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

- (a) Level One – The respective Project Managers of the Parties shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) business days after the referral of that dispute to Level One, either party may refer the dispute to Level Two.
- (b) Level Two – An executive officer of NWSA or designee and the Superintendent of Tacoma Power or their designee shall meet to discuss and attempt to resolve the dispute in a timely manner.
- (c) Level Three - If the Parties are unable to resolve a dispute between them arising out of this Agreement, the Parties will refer the matter to mediation by an independent third -party mediator selected jointly by them for resolution. Completion of mediation, to be held in good faith by the Parties, shall be a condition precedent before any Party resorts to other remedies it may have, including commencement of suit.

At all times prior to resolution of the dispute, the Parties shall continue to perform their respective duties under this Agreement.

7.3 Venue. Venue for any alternative dispute proceedings and/or legal action shall be in Pierce County, Washington.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

8.1 Agency or Employee Relationship. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall

be deemed, or represent themselves to be, employees of any other Party. In performing work and services pursuant to this Agreement, NWSA, its employees, consultants, agents, and representatives shall be acting as agents of NWSA and shall not be deemed or construed to be employees or agents of the City in any manner whatsoever. NWSA shall not hold itself out as, nor claim to be, an officer or employee of the City and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. NWSA shall be solely responsible for any claims for wages or compensation by the respective employees, contractors, sub-contractors, agents, and representatives of NWSA and the NWSA Contractor, and shall defend, indemnify and hold the City harmless from these claims. In performing work and services pursuant to this Agreement, the City, its, employees, consultants, agents, and representatives shall be acting as agents of the City and shall not be deemed or construed to be employees or agents of NWSA in any manner whatsoever.

8.2 Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement and understanding between NWSA and the City relating to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, oral or otherwise, except those expressly set forth or referenced herein. The Utility Installation Agreement - Phase 1: Procurement and Preliminary Engineering Design Services for the Husky Terminal Expansion Project executed by the parties in December 2024 is hereby superseded and replaced by this Agreement and otherwise terminated.

8.3 Severability. In the event that any term, covenant, condition, or provision of this Agreement, or the application of the Agreement to any person or circumstance, is found to be invalid or unenforceable in any respect, the remainder of this Agreement, and the application of such term or provision to other persons or circumstances nevertheless shall be binding with the same effect as if the invalid or unenforceable provision were originally deleted. The Parties agree to bargain in good faith to reform this Agreement or replace any invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the invalid or unenforceable provision.

8.4 Amendments. No waiver, modification, addition, or amendment to this Agreement shall be of any force or effect unless reduced to writing and signed by the authorized employees of each Party hereto.

8.5 Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of or waiver regarding any duties, obligations, rights, and remedies otherwise available by law. No waiver by either Party hereto of any default shall affect or impair any right arising from any subsequent default. The failure of either Party hereto to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy provided for in this Agreement shall not impair any such right or remedy nor be construed as a waiver or relinquishment of such right.

8.6 Force Majeure. Neither Party hereto shall be liable to the other Party for any failure to perform an obligation set forth herein to the extent such failure is caused by war, act of terrorism or an act of nature, provided that such Party has made and is making all reasonable efforts to perform such obligation and minimize any and all resulting loss or damage. Tacoma Power has a responsibility to restore service after emergencies, including but not limited to storms, before returning to scheduled work. Emergency-related schedule delays shall not constitute liability.

8.7 Transfer/Assignment. Neither Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.

8.8 Benefits. This Agreement is intended for the sole benefit of the Parties to this Agreement. Nothing in this Agreement is intended to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under this Agreement.

8.9 Authorization to Execute Agreement. The undersigned, by their respective signatures below, represent and warrant that they are each duly authorized to execute this legally binding Agreement for and on behalf of the Party for whom they have signed. NWSA through its undersigned representative expressly acknowledges and agrees that the formal approval of this Agreement by Tacoma Power's Management is a required precondition to the effectiveness and enforceability of this Agreement. Tacoma Power shall have no legal or equitable liability hereunder and/or in connection with the NWSA Project unless or until such approval is obtained. Upon such approval, this Utility Installation Agreement shall become effective as of the Effective Date first above written.

8.10 Public Disclosure. Notwithstanding anything to the contrary in this Agreement, it is expressly recognized and understood that Tacoma Power is a public agency subject to the Washington State Public Records Act (Chapter 42.56, R.C.W.) and that disclosure of any confidential information or any information identified or marked as confidential information may be compelled by said Act. If NWSA provides Tacoma Power with records that NWSA considers confidential or proprietary, NWSA must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If NWSA fails to so mark record(s), then (1) Tacoma Power, upon request, may release said record(s) without the need to satisfy the notice requirements below; and (2) the NWSA expressly waives its right to allege any kind of civil action or claim against Tacoma Power pertaining to the release of said record(s). In the event Tacoma Power determines, in its reasonable legal judgment, that its disclosure of such marked records is required by Washington's Public Records Act, Tacoma Power agrees to provide NWSA at least ten (10) days prior written notice of impending release and, to the extent allowed by law, to reasonably cooperate with any legal action that may be initiated by NWSA to enjoin or otherwise prevent such release; provided, that all expense of any such action or litigation shall be borne solely by NWSA including any damages, attorneys' fees or costs or other judgment amounts awarded by reason of having opposed disclosure. Tacoma Power shall not be liable for any release

of information where such notice was provided, and NWSA took no action to oppose said release. NWSA acknowledges that any nondisclosure, confidentiality, or similar agreement with Tacoma Power shall contain the above language.

Northwest Seaport Alliance

By _____
John Wolfe
CEO Northwest Seaport Alliance

**City of Tacoma
Department of Public Utilities**

By _____
Jackie Flowers
Public Utilities Director / CEO

Approved:

By _____
Chris Robinson
Power Superintendent / COO

Approved:

By _____
City of Tacoma Finance Director

Approved as to Form:

By _____
Deputy City of Tacoma Attorney

Exhibit A

Anticipated Phase II Contract Detailed Final Design Services and Construction Work

1. Tacoma Power Work and Services are expected to include:
 - A. Final design, procurement, warehouse materials reservations, permitting, and site construction for modifications and additions to Tacoma Power's existing Lincoln Substation:
 1. New or modified equipment foundations
 2. Environmental controls
 3. New and/or modified equipment support structures and equipment anchorages
 4. Reconfigured transmission line drop and new poles
 5. Grounding
 6. Underground conduits
 7. Lighting and security modifications
 8. Potential and current transformers
 9. Protective relays
 10. Integration/SCADA equipment
 11. Communications modifications
 12. Panels
 13. Battery system
 14. Conductors and control cabling
 15. Insulators
 16. Installation of long lead time equipment identified in Section 1 of the Phase 1 Contract
 - B. Procurement and construction for two new substation feeders and integration into Tacoma Power's existing distribution system.
 - C. Extension of Tacoma Power's Distribution Utility Infrastructure onto NWSA Property.
 - D. Surveying and Geotechnical Engineering
 - F. Commissioning and testing services

2. NWSA Work and Services are expected to include:

- A. Final design of the Husky Terminals 3 and 4 Reconfiguration work and design documentation review and coordination with Tacoma Power as necessary to finalize Design Documents for Phase II Contract, including timely review and comments regarding preliminary design work and sufficiency relative to the reconfiguration of the Husky Terminals 3 and 4 and completion of the NWSA Project.
- B. Potential NWSA activities on NWSA Property in preparation for Tacoma Power's installation, testing and commissioning of Tacoma Power Electrical Infrastructure:
 1. Civil design and site preparation for and installation of conduits, conduit connections, vaults and other infrastructure meeting Tacoma Power's Transmission and Distribution Construction Standards.
 2. Scheduling Tacoma Power inspection of all NWSA-installed conduits, vaults and other civil infrastructure necessary for installation of Tacoma Power Electrical infrastructure on NWSA property.

Exhibit B

Anticipated Phase II Contract Subject Matter

The following items are a preliminary list of subject matter to be included in Phase II Contract. Parties mutually understand and agree that further development of listed items is required, including confirmation of each Party's responsibility on each subject item, and that this Exhibit B is not intended to identify all material subject matters to be included in Phase II Contract. Parties expressly agree to further clarify, supplement, and assign responsibility for the following matters during negotiations of Phase II Contract.

A. Obtain all required permits for work on Port/NWSA Property

B. Coordination and performance of NWSA Project Work

1. Project schedule and construction work scheduling
2. Project administration, notices, and Party representatives, including Project Managers and Field Representatives
3. Changes in Design Documents, including any approvals required, if any, and additional payment provisions
4. Warranties and bonding
5. Inspection requirements for all NWSA-installed conduits, vaults and other civil infrastructure for installation of Tacoma Power Electrical Infrastructure.
6. All other matters identified by Tacoma Power during Phase I Contract Services

The Parties expressly agree the following material items and conditions are to be included in the contemplated Phase II Contract:

1. Access rights during Phase II Contract work scope activities and for operations and maintenance of Tacoma Power installed Electrical Infrastructure on Port/NWSA Property
2. Permanent property rights, in the form of easements, which are sufficient to adequately access, construct, operate and maintain 15kV distribution lines from Tacoma Power's existing Lincoln substation to the Husky Terminal.
3. Ownership of Utility Installation Facilities located on Port/NWSA Property

4. 10 Year- Use Rights for NWSA in the form of a contractual agreement that will allow NWSA the use of up to any additional 15MW power capacity from the transformer installed for this project for any other NWSA operations, which may include other new

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projects per the Northwest Seaport Alliance (NWSA) and Lincoln Substation Capacity Memorandum of Understanding (MOU).

5. Transfer of ownership, rights, and obligations of the Utility infrastructure installed as a result of this project to Tacoma Power.

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Exhibit C

**U.S. Department of Transportation Maritime Administration,
General Terms and Conditions under the fiscal year 2023 Port
Infrastructure Development Program grants**

Exhibit D

**Applicable Contractor Requirements for this Utility
Installation Work funded under the fiscal year 2023 Port
Infrastructure Development Program grants**

EXHIBIT D

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement, NWSA has assured and certified, with respect to its grant with the Department of Transportation, Maritime Administration that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project as described in Exhibit C.

However, not all of these applicable federal laws and regulations apply to parties designated as contractors for purposes of the above-mentioned grant.

Tacoma Power has been designated as a contractor for purposes of this federal grant and is obligated to comply with those regulations and requirements applicable to entities designated as contractors pursuant to applicable rules. If any of the following laws and regulations are legally applicable, they may apply to this Agreement with Tacoma Power based on the limited scope of work specified herein. By listing these regulations in the Agreement, Tacoma Power is not to be construed as agreeing to comply with any laws, regulations, or orders except to the extent Tacoma Power is required to comply by operation of law.

Further, the receipt of federal grant money by Tacoma Power as a designated contractor under this Agreement shall not be construed as acceptance by Tacoma Power of any terms and conditions that are vague; that are contrary to Constitutional principles, statutory terms, or regulations; or that are otherwise arbitrary or capricious in form or implementation. Tacoma Power expressly reserves all rights to challenge in any appropriate venue any term, condition, or other requirement unlawfully imposed or unlawfully exercised in implementing the terms of the grant between NWSA and the Department of Transportation.

General Federal Legislation:

- a. Davis-Bacon Act, as amended and as applicable – 40 USC 3141-3148
- b. Federal Fair Labor Standards Act – 29 U.S.C. §§ 201, et seq.
- c. Contract Work Hours and Safety Standards Act – 40 USC 3701-3708
- d. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- e. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§

3001, et seq.

- h. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- i. Clean Air Act – 42 USC 7401-7671q
- j. Endangered Species Act – 16 U.S.C. §§ 1531 et seq.
- k. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
- l. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- m. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- n. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138
- o. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- p. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- q. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- r. Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
- s. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- t. Solid Waste Disposal Act – 42 USC 6962
- u. Federal Water Pollution Control Act – 33 USC 1251-1387
- v. Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
- w. Americans with Disabilities Act of 1990 - 42 U.S.C. §§ 12101, et seq.
- x. Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.
- y. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- z. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
- aa. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- bb. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- cc. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352

- dd. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109–282, as amended by section 6202 of Pub. L. No. 110–252)
- ee. Build America, Buy America Act – Pub. L. No. 117-58, div. G §§ 70901–70927
- ff. The Buy American Act, 41 U.S.C. chapter 83
- gg. Byrd Anti-Lobbying Amendment - 31 USC 1352
- hh. Freedom of Information Act - 5 U.S.C. § 552, as amended
- ii. Bringing in and harboring certain aliens – 8 U.S.C. 1324
- jj. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

General Federal Regulations:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c. Procedures for predetermination of wage rates – 29 CFR Part 1
- d. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- e. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- f. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- g. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- h. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25

- i. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- j. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
- k. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- l. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- m. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- n. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26, including any amendments thereto (as applicable under section 13.3 of this agreement)
- o. Buy America Preferences for Infrastructure Projects – 2 CFR 184