



## RESOLUTION NO. U-11594

1 A RESOLUTION related to the Department of Utilities, Water Division,  
2 approving an agreement with Pierce County Department of Public Works  
3 to participate in County Road Project 5763 to relocate portions of an  
4 existing 24-inch water main in nine (9) locations to accommodate County  
5 Road Project 5763.

6 WHEREAS the Department of Public Utilities, Water Division ( "Tacoma  
7 Water) is requesting to enter into an agreement with Pierce County Department  
8 of Public Works ("Pierce County") that coordinates Tacoma Water facility  
9 relocations associated with Pierce County's road project on 122nd Avenue  
10 East between 146<sup>th</sup> Street Court East and 136<sup>th</sup> Street East ("CRP 5763"), and  
11 along 144<sup>th</sup> Street East between 122<sup>nd</sup> Avenue East and 124<sup>th</sup> Avenue East

12 WHEREAS CRP 5763 expands portions of 122<sup>nd</sup> Ave. E. adding  
13 additional lanes, curbs, gutters, sidewalks, stormwater management, and street  
14 lighting, and

15 WHEREAS per Pierce County Ordinance No. 2015-38, Tacoma Water is  
16 required to adjust existing assets to accommodate proposed utility conflicts with  
17 Pierce County infrastructure, and

18 WHEREAS Tacoma Water has an existing 24-inch water main in the  
19 project area that will need to be relocated to avoid conflicts with proposed  
20 stormwater improvements, and

21 WHEREAS Tacoma Water has worked with Pierce County to limit  
22 conflicts as the existing main has substantial remaining life, and

23 WHEREAS the water main work will be limited to replacing section in  
24 conflict with the proposed stormwater pipe crossings, and  
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WHEREAS this agreement will allow Pierce County to incorporate Tacoma Water's construction requirements, bid items, and construction management for the relocation of the affected portions of Tacoma Water's 24-inch water main into Pierce County's project, and

WHEREAS Pierce County has completed design and will procure a contractor for the project in April of 2026, and

WHEREAS Tacoma Water is requesting to participate in their procurement and construction process by entering into a partnering agreement with Pierce County, and

WHEREAS Tacoma Water will pay for Tacoma Water specific bid items and will pay a small administrative fee to Pierce County for the construction administration, and

WHEREAS the estimated cost is \$565,326.00, plus a 15 percent contingency, for a cumulative total of \$650,124.90, plus applicable taxes, and

WHEREAS partnering with Pierce County in this way reduces the impact to the community by reducing the number of construction projects in the roadway and reduces the overall costs to ratepayers and taxpayers, and

WHEREAS Pierce County has future phases of improvements planned to continue widening 122<sup>nd</sup> Ave. E. (CRP 5895 and CRP 5786) and Tacoma Water and Pierce County anticipate additional future partner agreements, and

WHEREAS Tacoma Water believes it is in the best interest of the utility and its customers to partner with Pierce County Public Works to procure the construction of this required Franchise project, and



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WHEREAS this project partnership will improve project delivery, reduce project costs, improve system reliability, and consolidate construction disturbance to residents and business; Now, therefore,

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

That Tacoma Water is authorized to execute a partnership agreement with Pierce County Department of Public Works to participate in County Road Project 5763 ("CRP 5763"), to relocate portions of an existing 24-inch water main in nine (9) locations to accommodate CRP 5763, in the amount of \$565,326.00 plus a 15 percent contingency, for a cumulative total of \$650,124.90 (plus applicable taxes), and the proper officers of the City are authorized to execute an agreement in a form as approved by the City Attorney's Office.

Approved as to form:

\_\_\_\_\_  
/s/  
Chief Deputy City Attorney

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Adopted



## Board Action Memorandum

**TO:** Jackie Flowers, Director of Utilities  
**COPY:** Charleen Jacobs, Director and Board Offices  
**FROM:** Stuart Vaughan, TPU Water Planning and Engineering Manager  
**MEETING DATE:** March 11, 2026  
**DATE:** February 20, 2026

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### **GUIDING PRINCIPLE ALIGNMENT (select as many that apply):**

- Customer and Community
- Resource Sustainability and Stewardship
- Employees and Culture

### **SUMMARY:**

Tacoma Water is requesting approval to enter into agreement with Pierce County Department of Public Works to participate in County Road Project (CRP) 5763-122<sup>nd</sup> Ave. E. project. Tacoma Water will partner with Pierce County to lower an existing 24-inch water main in nine (9) locations to accommodate Pierce County storm utility pipes. The work will be along 122<sup>nd</sup> Ave. E., between 146<sup>th</sup> St. Ct. E. and 144<sup>th</sup> St. E. and along 144<sup>th</sup> St. E., between 122<sup>nd</sup> Ave. E. and 124<sup>th</sup> Ave. E (see attachment: Exhibit A).

Pierce County has completed design and will procure a contractor for the project in April of 2026. Tacoma Water is requesting to participate in their procurement and construction process by entering into a partnering agreement with Pierce County (see attachment: Exhibit B).

The estimated cost is \$565,326.00 plus a 15 percent contingency, for a cumulative total of \$650,124.90 plus applicable taxes.

Tacoma Water believes it is in the best interest of the utility and its customers to partner with Pierce County Public Works to procure the construction of this required Franchise project. This project partnership will improve project delivery, reduce project costs, improve system reliability, and consolidate construction disturbance to residents and businesses.

### **BACKGROUND:**

Pierce County CRP 5763 is expanding 122<sup>nd</sup> Ave E 146<sup>th</sup> St. Ct. E. and 144<sup>th</sup> St. E. and along 144<sup>th</sup> St. E., between 122<sup>nd</sup> Ave. E. and 124<sup>th</sup> Ave. E . The roadway work will add additional lanes, curb/gutter/sidewalks, stormwater management, and street lighting. Per Pierce County Ordinance No. 2015-38, Tacoma Water is required to adjust existing assets to accommodate proposed utility conflicts with Pierce County infrastructure.

Tacoma Water has an existing 24-inch water main in the project area that will need to be relocated to avoid conflicts with proposed stormwater improvements. Tacoma Water has worked with Pierce County to limit conflicts as the existing main has substantial remaining life. Therefore, water main work will be limited to replacing sections in conflict with proposed stormwater pipe crossings.



## Board Action Memorandum

This agreement will allow Pierce County to incorporate Tacoma Water's construction requirements, bid items, and construction management into Pierce County's project. Tacoma Water will pay for Tacoma Water specific bid items and will pay a small administrative fee to Pierce County for the construction administration.

Partnering with Pierce County in this way reduces the impact to the community by reducing the number of construction projects in the roadway and reduces the overall costs to ratepayers and taxpayers.

Pierce County has future phases of improvements planned to continue widening 122<sup>nd</sup> Ave E. (CRP 5895 and CRP 5786) and Tacoma Water and Pierce County anticipate additional future partner agreements.

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

**IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS 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? Yes**

**ATTACHMENTS:** Exhibit A: CRP 5763 Project Location Map  
Exhibit B: Tacoma Water/Pierce County Agreement

**CONTACT:** Troy Saghafi, Professional Engineer, Tacoma Water Planning and Engineering

Supervisor:

Terry Forslund, Assistant Division Manager, Tacoma Water Planning and Engineering

Tacoma Water Maps **EXHIBIT A - CRP 5763 PROJECT LOCATION MAP**



- Legend**
- QuickCapturedFlowMeters
  - QuickCapturedControllerBox
  - QuickCapturedBurriedConduit
  - Cathodic Protection
    - Test Station
    - Rectifier
    - Anode
  - Sample Stations
    - Sample Stand
    - Chart Box
    - Sample Stand/Chart Box
  - Manways
  - Curb Stop Valves
  - Pumps
  - System Valves
    - Open
    - Closed
    - Unknown
  - Control Valves
    - Air Control
    - Check
    - Pressure Reducing
    - Pressure Relief
    - All Other Control Valves
  - Hydrant Valves
  - Hydrants

1: 4,407

Notes

**KEY**  
 APPROXIMATE LOCATIONS OF 24-INCH WATER MAIN ADJUSTMENT

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
 Tacoma Water Maps

**EXHIBIT B**

**Memorandum of Agreement**

**AGREEMENT BETWEEN THE CITY OF TACOMA & PIERCE COUNTY RELATING TO THE  
CONSTRUCTION OF  
122<sup>nd</sup> Avenue East  
Between 144<sup>th</sup> Street East and 146<sup>th</sup> St. Ct. E.  
COUNTY ROAD PROJECT (CRP) 5763**

FROM:

<p>CITY: Name: Troy Saghafi, P.E.</p> <p>Title: Professional Engineer, City of Tacoma Water Planning &amp; Engineering</p> <p>E-mail: <a href="mailto:tsaghafi@tacoma.gov">tsaghafi@tacoma.gov</a></p>	<p>COUNTY: Name: Omar Barron, P.E.</p> <p>Title: Design Supervisor, Pierce County</p> <p>E-mail: <a href="mailto:omar.barron@piercecountywa.gov">omar.barron@piercecountywa.gov</a></p>
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THIS AGREEMENT, is made between the City of Tacoma (“City”), a municipal corporation, and the County of Pierce, a municipal corporation, and a legal subdivision of the State of Washington, (“County”), effective as of March\_\_\_\_, 2026.

WHEREAS, the County is currently preparing to competitively bid County Road Project CRP-5763 which includes the installation of storm drainage facilities, curb and gutter, cement concrete sidewalks, asphalt paving, street lighting, and new traffic signal systems; and

WHEREAS the City has 24-inch ductile iron water mains within the limits of CRP 5763 and due to the lowering of existing road grade, excavation of road subgrade material, and construction of storm drainage facilities, segments of said water mains must be lowered during the course of CRP 5763; and

WHEREAS the City and County have an executed franchise agreement which requires the relocation of utilities within the right-of-way as needed to accommodate the beneficial use of the County; and

WHEREAS the parties agree that it would be mutually beneficial to the County, City, road users, and water customers by incorporating the City water main work into the construction contract for work related to CRP 5763; and

WHEREAS the County has agreed to include the replacement of the City water main in the County’s bid specifications and contract and the City has agreed to provide

## Memorandum of Agreement

the design and inspection of the work to replace the City's water main; and

WHEREAS the cost of the City of Tacoma Water Department's portion of the work is anticipated to be \$580,000.00 (not including sales tax). The amount to be awarded to the contractor is not to exceed \$650,00.00 (not including sales tax and administration) without prior written authorization from the City. The total payment to the County shall not exceed \$700,000.00.; and

WHEREAS it is in the best interests of the citizens of the County and City to enter into this agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

### A. Purpose

This agreement provides for work to be done by the County, its agents, or contractors, for the City.

### B. Description of Work

The City will provide to the County complete plans and specifications for the vertical adjustment of the 24-inch ductile iron water main along 122<sup>nd</sup> Ave. E., between 144<sup>th</sup> Street East and 146<sup>th</sup> St. Ct. E. (hereinafter "City Plans and Specifications"). Adjustments to the water main are based upon conflicts with Station numbers are as per the County plans for CRP 5763. The City Plans and Specifications shall be provided to the County in accordance with the County's project schedule, including progress drawings which may be used for coordination purposes.

The County will provide the project schedule, provide survey and background drawings for City use, administer the coordination of the design and specifications, assemble the bid documents, administer the advertisement and award of the contract.

The County will include the City Plans and Specifications in its invitation for bids and other, contract documents associated with CRP 5763. Said contract documents shall require a bid for (a) CRP 5763 and (b) the City's water related bid items as a separate schedule (City Bid Items).

The County is not obligated to accept any bid associated with CRP 5763. The County shall not accept a bid for the City's bid items unless it receives the written authorization of the City. The City is not obligated to authorize the County to accept any bid, and in the event the City, in its sole unfettered discretion, does not provide written authorization to accept a specific bid for the City's bid items then this Agreement shall terminate, and the parties shall be relieved of all obligations to perform under this agreement.

## Memorandum of Agreement

If the County determines, in its sole discretion, that a bid may be acceptable, the County shall notify the City of the identity of the bidder who submitted that bid and the bid amounts.

The City will review all bid items prior to Contract Award and advise the County if any irregularities are discovered.

The County is not obligated to accept any bid associated with CRP 5763.

Prior to awarding a contract that obligates payment from the City, the County will provide bid results to the City for review and, if acceptable, the City will provide written authorization to the County to enter into a contract that includes the City Bid Items. In the event the City does not provide written authorization to enter into a construction contract which includes the City Bid Items, the Parties shall be relieved of all obligations to perform under this Agreement.

If the County receives the written authorization from the City to incorporate the City Bid Items, the County may, but is not required to, incorporate the City Bid Items into the Construction Contract.

### C. Construction Administration and Changes

The County shall administer CRP 5763 and shall interact with the Contractor in matters pertaining to CRP 5763. The City's Construction Inspector will work directly with the County's Construction Inspector. The City's Construction Inspector will attend all progress meetings associated with water main construction and any other meetings as requested by the County and/or the contractor needed to support the water main relocation.

The City will perform all inspection and engineering work necessary to assure the water main relocation meets City requirements for water main and appurtenances and will promptly and fully inform the County about that work. The City shall prepare daily reports and shall timely document and report to the County the Contractor's compliance and noncompliance with the City Plans and Specifications, including compliance and noncompliance with specification requirements for workmanship and material. The County agrees to enforce direction provided to the Contractor by the City with regards to the water main and appurtenances as part of the project administration.

The City will be responsible for survey, red-lining and construction inspection of the water main work as well as flushing and sampling of the new mains. The City will furnish labor and materials necessary to supply temporary water service (if needed) to the customers along the construction area and connect new services (if needed) to new mains, and to provide the required taps for testing and disinfection.

## Memorandum of Agreement

If the City determines that an unforeseen change to the City Plans and Specifications is necessary, then the City shall advise the County and provide the County with the necessary direction, including additional plans and specifications. The County will present the additional proposed plans and specifications to the Contractor to negotiate the cost of that proposed change with the Contractor. The County will not approve any change to the City Plans and Specifications without the approval of the City. The County will keep the City fully advised on the status of proposed change order negotiations. The County shall not be required to present any change order to the Contractor. A County tracking number will be assigned and used in conjunction with the City tracking number to identify proposed changes and change orders.

All extra work orders under the City's Force Account pay item shall be directed and documented by the City's Construction Inspector. Copies of all extra work orders under the City's Force Account pay item will be promptly provided to the County by the City and a County tracking number will be assigned and used in conjunction with the City tracking number.

Administration of the contract in accordance with Division 1 Standard Specification requirements shall be the responsibility of the County.

The County will provide the City with copies of all official project correspondence whether water related or not.

### D. Funding, Payment Review and Billings

The City will pay the County (a) the City's bid schedule items (including applicable sales taxes), (b) the cost of any changes to the City Plans and Specifications that are approved by the City's Construction Inspector; and (c) an additional 3% of the City Bid Item total (before sales tax) to compensate for project coordination and administration.

The City shall provide the County with bid item pay summaries at the end of each week. The City's pay item summaries will provide the basis for payment for each monthly progress estimate for work performed pursuant to the City's Plans and Specifications. The City shall assure that all pay items conform to the measurement and payment requirements of each bid item.

The County will provide the City a copy of each preliminary monthly progress estimate report that has been sent to the contractor whether water items are included on the specific payment or not. The City will review each preliminary monthly estimate report and provide comment within 3 business days of receiving the preliminary pay estimate from the County. Discrepancies will be resolved between the parties no later than 10 working days after the cutoff date.

## Memorandum of Agreement

The County will allow a City representative to be present during any payment discussions with the contractor which may result in an apportionment of costs to the City. The County will bill the City monthly based upon the final item quantities for each monthly progress payment estimate report for work performed pursuant to the City's Plans and Specifications and work performed pursuant to any change in those Plans and Specifications approved by the City's Construction Inspector. The City agrees to submit payment to the County within thirty (30) days of receipt of each invoice from the County. County administration costs will be included with the invoice.

### E. Indemnification and Hold Harmless

The City shall defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, (a) resulting from the acts or omissions of the City, its officers, employees or agents associated with this agreement; or (b) arising from the removal, replacement, and disposal of the water mains that are the subject of this agreement and under the direction of the City. The provisions of this paragraph shall not apply if the cost, claim, judgment, or award of damages arises from the negligence of the County.

The County shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from any and all costs, claims, judgments or awards of damages, (a) resulting from the acts or omissions of the County, its officers, employees or agents associated with this agreement; or (b) arising from the road project (but not the water main project). The provisions of this paragraph shall not apply if the cost, claim, judgment, or award of damages arises from the negligence of the City.

Neither party assumes liability or responsibility for or does release the other party from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the party responsible for that ordinance, rule, regulation, resolution, custom, policy or practice shall defend the same at its sole expense and if judgment is entered or damages are awarded against that defending party, against the other party, or against both parties, the defending party shall satisfy the same, including all chargeable costs and attorney's fees.

The County will require the Contractor to include the City as a second named insured for Public Liability and Property Damage Insurance required by Section 1-07, of the current WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The County will require the Contractor to extend to the City the waiver in the aforementioned Standard Specification of Contractor's immunity under Title 51 RCW, insofar as such waiver is allowed by law. The Contractor will be required to include the City as a beneficiary under the performance bond.

## Memorandum of Agreement

### F. Duration

Duration of this agreement shall be until the work described under this agreement is completed or terminated by operation of law, whichever first occurs. If a bid for CRP 5763, CRP 5786, and CRP 5895 that does not include the City's bid items is accepted by the County, then no further performance of this agreement by any party is required.

### G. Cooperation

Each party to this agreement hereby agrees to execute such additional documents or other instruments necessary to effectuate the purposes of this agreement. It is the objective of the parties that each cooperates to the fullest extent so that the City water main is relocated or extended during construction of 122nd Avenue East County Road Right of Way between 144th Street East and 146<sup>th</sup> St. Ct. E. as contemplated in CRP 5763 project.

### H. Litigation

This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event either the City or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the City and County agree that any such action or proceedings shall be brought in Pierce County Superior Court. The City and County shall be responsible for their own attorney's fees and costs.

### I. Entire Agreement

This written Agreement represents the entire Agreement between the Parties and supersedes any prior oral statements, discussions, or understandings between the Parties regarding this Project.

### J. Modification

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

### K. Assignability

Except with the other Party's written consent, this Agreement shall not be assignable by either Party and any attempt to do so will be null and void.

### L. No Waiver

The failure of either Party to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**Memorandum of Agreement**

AGREED:

PIERCE COUNTY

TACOMA WATER

BY: \_\_\_\_\_  
Ryan N. Mellow,  
County Executive

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_

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Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Recommended By:

Recommended By:

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Date: \_\_\_\_\_

Date: \_\_\_\_\_