

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION  
AGREEMENT

1. AGREEMENT NUMBER <b>14TP-10437</b>	2. AGREEMENT EFFECTIVE FROM DATE IN BLOCK 4 UNTIL <b>Completion of Work</b>	3. MODIFICATION NO. <b>-0-</b>	4. EFFECTIVE DATE <b>Same as Block 20</b>	5. PROCUREMENT REQUEST NO.
6. ORGANIZATION AND ADDRESS (Include 9-Digit ZIP Code) <b>Port of Tacoma ATTN: Trevor Thornsley, Project Manager One Sitcum Plaza Tacoma, WA 98421</b>		9. ORGANIZATION AND ADDRESS <b>U.S. Department of Energy Bonneville Power Administration ATTN: Tonya Van Cleave - TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666-1409</b>		
7. TECHNICAL CONTACT <b>Trevor Thornsley</b>	PHONE NUMBER <b>(253) 383-9408</b>	10. BPA TECHNICAL CONTACT <b>John Brank</b>	PHONE NUMBER <b>(360) 570-4336</b>	
8. ADMINISTRATIVE CONTACT <b>Trevor Thornsley</b>	PHONE NUMBER <b>(253) 383-9408</b>	11. BPA ADMINISTRATIVE CONTACT <b>Tonya Van Cleave</b>	PHONE NUMBER <b>(360) 619-6050</b>	

## 12. TITLE/BRIEF DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS AGREEMENT

**PRELIMINARY ENGINEERING STUDY AND PRELIMINARY ENVIRONMENTAL ASSESSMENT STUDY FOR  
THE PORT OF TACOMA**

**Background:** Port of Tacoma is seeking to obtain the right to purchase or otherwise obtain the right to use Bonneville Power Administration's (BPA) fee owned property adjacent to BPA's Tacoma Substation. Port of Tacoma has plans to extend its freight rail lines to additional areas of Port of Tacoma, and these rail lines would cross the BPA property adjacent to BPA's Tacoma Substation. The portion of the planned rail extension that would cross BPA property would include up to eight railroad tracks. These tracks would cross under BPA's existing 500 kV and 230 kV transmission lines that connect to BPA's Tacoma Substation and could affect access to the substation.

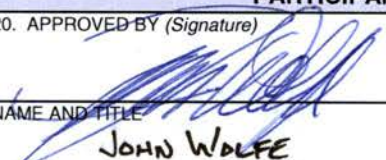
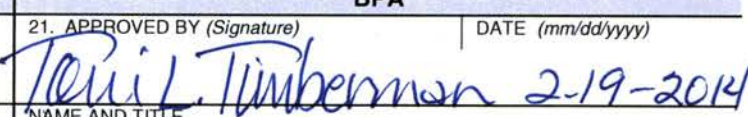
This Reimbursable Agreement (Agreement) between BPA and Port of Tacoma provides for BPA, at Port of Tacoma's expense, to perform a preliminary engineering study and a preliminary environmental assessment to further define BPA's actions related to the requested property use and determine the appropriate type and level of environmental review that would be required, should BPA and Port of Tacoma decide to proceed following completion of the duties under this Agreement. Specific duties are further described in the attached Division of Responsibilities Statement.

**The following documents are attached to and become a part of this Agreement:**

- Division of Responsibilities Statement
- Financial Terms and Conditions Statement

**The following document is attached for reference:**

- Port of Tacoma and BPA Proposed Land Transaction

15. AMOUNT TO BE PAID BY BPA <b>\$-0-</b>	16. AMOUNT TO BE PAID TO BPA <b>\$69,000 (estimated)</b>
17. SUBMIT SIGNED AGREEMENT TO <b>U.S. Department of Energy Bonneville Power Administration ATTN: Tonya Van Cleave - TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666-1409</b>	18. ACCOUNTING INFORMATION (For BPA Use Only)
	19. SUBMIT INVOICE TO (Name and Address) <b>Same as Block #6 above.</b>
<b>PARTICIPANT</b>	
20. APPROVED BY (Signature)  NAME AND TITLE <b>JOHN WOLFE CHIEF EXECUTIVE OFFICER</b>	21. APPROVED BY (Signature)  NAME AND TITLE <b>Toni L. Timberman Senior Transmission Account Executive</b>

## DIVISION OF RESPONSIBILITIES STATEMENT

Port of Tacoma and BPA hereby agree as follows:

### **1. DIVISION OF RESPONSIBILITIES**

#### **(a) BPA shall, at Port of Tacoma's expense**

- (1) Perform a preliminary BPA engineering study, studying the need for upgrades to existing towers adjacent to the proposed railroad corridor. BPA will determine the need to modify the following transmission line structures:
  - Tacoma-Raver 500 kV Structure 1/2.
  - Tacoma-Covington 230 kV No. 2 Structure 1/5.
  - Tacoma-Covington 230 kV No. 3 Structure 1/2.
  - Tacoma-Covington 230 kV No. 4 Structure 1/3.
  - Tacoma-Covington 230 kV No. 3 Structure 1/1.
  - Tacoma-Covington 230 kV No. 4 Structure 1/2.
- (2) The preliminary engineering study will cover the following:
  - An engineering scope of work for any tower modifications needed.
  - A preliminary design for tower modifications adequate to produce estimates and meet the needs of the environmental review.
  - Design criteria for the new access roadway needed for construction and continued maintenance of towers adjacent to the proposed railway crossing to include truck turning radius and pavement loading conditions.
  - Estimates for tower modifications based on the preliminary design.
- (3) Perform a preliminary BPA environmental assessment study. BPA will define the elements and scope of BPA's proposed action related to the proposed property transfer and review documentation provided by Port of Tacoma to determine what types of environmental review, such as National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and Clean Water Act (CWA) review, would be required for the proposed action. The preliminary environmental study also will determine the scope and likely appropriate level of documentation that will be required for these reviews. Once the likely level of required environmental review is determined, BPA will prepare a detailed cost estimate, estimated start date and estimated schedule for the environmental review of the proposed BPA action, should BPA decide to proceed with the project.



## DIVISION OF RESPONSIBILITIES STATEMENT

The preliminary BPA environmental study will cover the following:

- Internal and external coordination, including review of project plan, meetings, site visit.
  - Geographic Information System (GIS) map production.
  - Resource review using existing information.
  - Clean Water Act: verification of the existing Port of Tacoma wetland delineation on BPA fee-owned property and review of Port of Tacoma's draft Joint Aquatic Resource Permit Application (JARPA), if available.
  - Cultural resources review of existing information of the project area, including review of Port of Tacoma's cultural studies and information in the state database and preliminary consultation with the State Historic Preservation Office and interested and affected Tribes (Note: this estimate does not include conducting a cultural resources survey, consultation with the State Historic Preservation Office and interested and affected Tribes if needed, the development of a Memorandum of Agreement (MOA), and mitigation if cultural resources are found).
  - Endangered Species Act (ESA) review of existing information.
  - Essential fish habitat review of existing information.
  - Determination of the appropriate type of NEPA document for this project; BPA will determine if the BPA proposed action can be covered by a Categorical Exclusion (CX), and if not, whether an Environmental Assessment (EA) or Environmental Impact Statement (EIS) will be required.
- (4) Following completion of the preliminary engineering and environmental studies (within 120 days of receipt of information from Port of Tacoma), provide Port of Tacoma with the following preliminary study results:
- Environmental: Proposal for environmental review, including the scope of BPA review, the type of NEPA document BPA would start with, any associated resource studies, type of coordination and consultation with state and local agencies, type and level of public involvement, including stakeholder mailings, website, and public meetings, a detailed cost estimate, estimated start date and estimated schedule for the environmental review of the proposed BPA action, should BPA decide to proceed with the project.
  - Engineering: The incremental cost to upgrade the transmission structures for modifying the circuits noted

## DIVISION OF RESPONSIBILITIES STATEMENT

above. Cost to include design and construction.

- Alternative locations for the Tacoma Substation access road, if needed.
- Design criteria for the new access roadway to include truck turning radius and pavement loading conditions.
- Fencing and gate requirements.
- Transmission clearance criteria and calculated sag of transmission lines.
- Work restrictions for construction contractor.

- (5) Notify Port of Tacoma, in writing, when charges associated with this study reach 75% of the estimated cost and provide updates on the remaining work.

(b) **Port of Tacoma shall, at Port of Tacoma's expense**

To enable BPA to determine the level of environmental review and documentation required for the BPA proposed action, Port of Tacoma will provide BPA with:

- (1) A detailed project description and map of the proposed rail project including description of the expected operation of the facilities, access roads, operation and maintenance procedures, communications, and other project facilities.
- (2) A description of all alternatives considered for the proposed rail facilities, including a map and shape files of the location of all alternative locations, the level of analysis conducted for each alternative, and if that alternative is currently being considered.
- (3) Explanation of whether and how these alternatives were included in the 2009 Port of Tacoma Blair-Hylebos Terminal Development EIS, including references to appropriate language and maps within the EIS, whether the current proposal is adequately covered by the analysis, and Port of Tacoma will provide a copy of the EIS on CD.
- (4) List of all studies and surveys related to the BPA parcel and adjacent parcels that could be used for alternative access, and a copy of each study, including the wetland delineation report; and a map of known resources including wetlands, streams, etc.
- (5) List of all permits, consultation, and coordination with local, state, and federal agencies required for the project, status of each item, and copies of each item as they become available; all



## DIVISION OF RESPONSIBILITIES STATEMENT

language in permits relating to BPA fee-owned property will be submitted to BPA in draft form for review prior to submission of permits.

- (6) Provide BPA with contact persons at Port of Tacoma who can respond to questions and requests for additional information related to the project design and environmental review.
- (7) Provide all currently available information and materials to BPA within 15 days of execution of this Agreement. All other materials will be provided to BPA as they become available.

### **2. TERMINATION**

This Agreement shall become effective upon execution by both Parties and shall terminate upon full performance by both Parties of their respective obligations set forth herein, but in no event shall the term of this Agreement exceed one year from its effective date. In the event BPA expects its costs to exceed the stated amount herein BPA will notify Port of Tacoma, which shall have 30 days to notify BPA of its intent to pay the additional costs or to terminate this Agreement.

### **3. PROJECT SCHEDULE**

BPA will make best efforts to complete the studies under this Agreement by July 31, 2014.

BPA assumes no obligation under this Agreement to proceed with the proposed property transfer or with any modifications to any of its transmission structures, construction of the access road, or construction or modification of any associated facilities, or with any NEPA action. BPA will decide whether to proceed with any or all of these actions after completion of the assessment under this Agreement.

## FINANCIAL TERMS AND CONDITIONS STATEMENT

The cost of performing the project by BPA at Port of Tacoma's expense shall be the actual cost of doing the work specified in this Agreement, plus the following overhead rates, representing the indirect costs of the project office plus the contractual support costs of contract negotiation, billing and accounting functions, and contract management.

BPA Labor	48%
Materials/Supplies/Equipment	26%
Supplemental Labor and Service Contracts	48%
Construction, Survey and Turnkey Contracts	26%

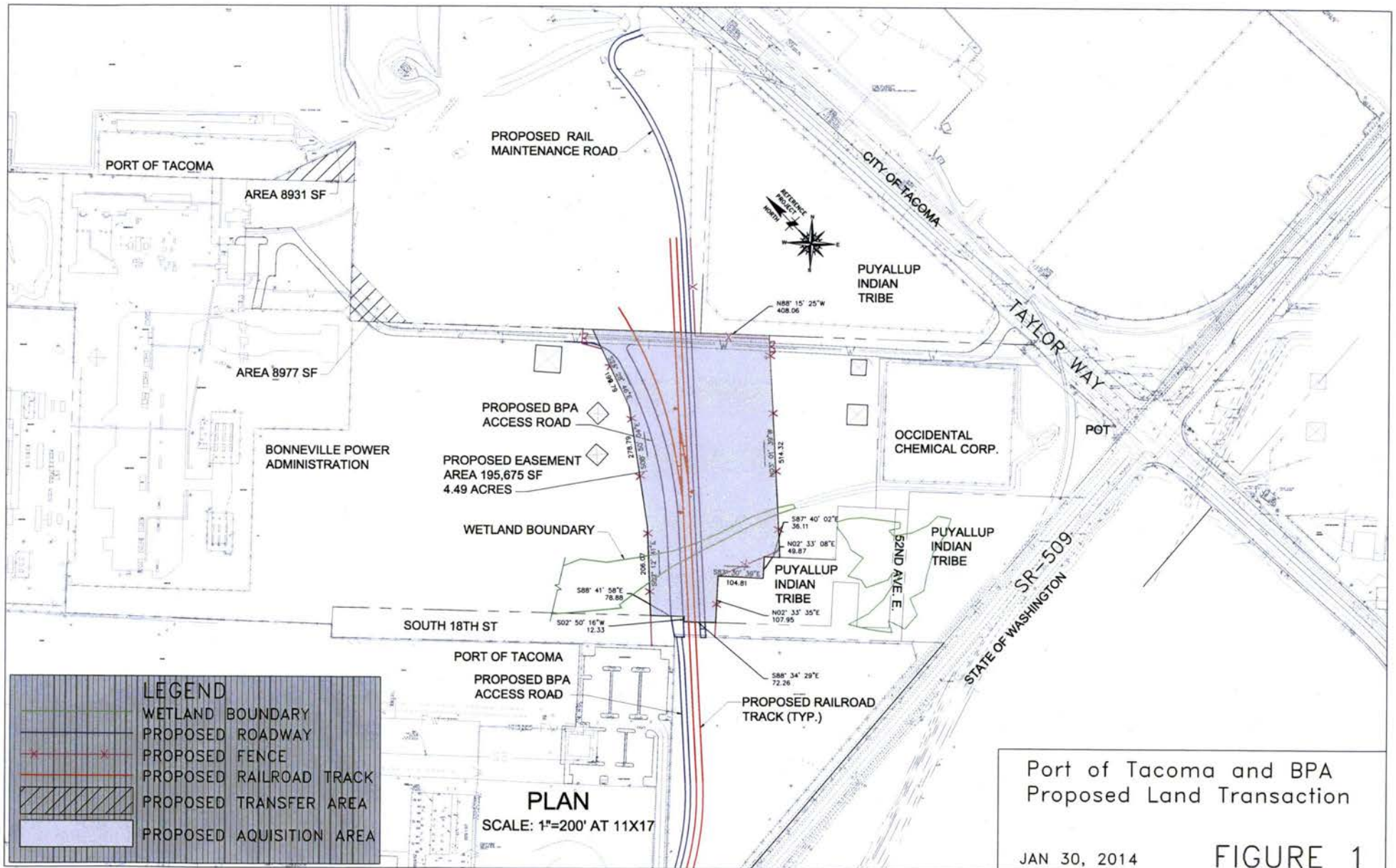
Port of Tacoma hereby agrees to advance \$69,000, the estimated project cost, to BPA upon execution of this Agreement. Payments made to BPA shall be held in an account established for this Agreement.

If BPA needs additional funds to complete the work at any time during performance of the project, BPA may request, in writing, for Port of Tacoma to advance such additional funds to BPA for deposit in the account. Port of Tacoma shall either advance such additional funds within 30 days of BPA's written request, or notify BPA of its intent to terminate this Agreement. BPA may temporarily stop work until Port of Tacoma supplies the requested funds. If Port of Tacoma does not advance such additional funds by the due date or, if at any time before completion of the project Port of Tacoma elects to stop work under this Agreement, BPA has the right to cease all work.

Within a reasonable time after completion of the project, BPA shall make a full accounting to Port of Tacoma showing the actual costs charged against the account. BPA shall either remit any unexpended balance in the account to Port of Tacoma or bill for any costs in excess of the deposits in the account. Port of Tacoma shall pay any excess costs within 30 days of the invoice date (due date).

Payments not received by the due date will accrue interest on the amount due beginning the first calendar day after the due date to the date paid, at an annual interest rate equal to the higher of i) the prime rate (as reported in the Wall Street Journal in the first issue published during the month in which payment by Port of Tacoma is due) plus 4 percent; or ii) such prime rate multiplied by 1.5.





**BPA Payment Instructions**

Updated March 23, 2012

**1. Wire Transfer (FEDWIRE) Payment Instructions**

Check with your bank for wire transfer deadlines and associated wire fees. You may contact us after your first wire payment, and we will verify that it transferred accurately.

**Necessary Information to Complete Process:**

- |    |   |                          |
|----|---|--------------------------|
| 1) | <b>ABA Number:</b>  | <b>021030004</b>         |
| 2) | <b>Receiving Bank:</b>  | <b>"TREAS NYC"</b>       |
| 3) | <b>Product Code:</b>  | <b>"TREAS NYC / CTR"</b> |
| 4) | <b>Account:</b>   | <b>89001401</b>          |
| 5) | <b>Third Party Information After "OBI="</b> Provide pertinent information to insure correct application of payment. (i.e.: the BPA invoice number you are paying, the contract number, or other information specific to your payment) |                          |

**2. Automated Clearing House (ACH) Credit Instructions**

Payments must be submitted no later than the day before payment is due since ACH is processed overnight. You may contact us at the number below, after your first ACH payment, and we will verify that it transferred accurately.

**Necessary Information to Complete Process:**

- |    |                               |   |
|----|-------------------------------|---|
| 1) | <b>ABA Number:</b>            | <b>051036706</b>  |
| 2) | <b>Account Number:</b>        | <b>312013</b>   |
| 3) | <b>Receiving Bank:</b>        | <b>Federal Reserve Bank</b>   |
| 4) | <b>Bank Address:</b>          | <b>701 E. Byrd Street, Richmond, VA 23219</b>                                 |
| 5) | <b>Bank Phone Number:</b>     | <b>(804) 697-8000</b>   |
| 6) | <b>Receiver Name:</b>         | <b>BPA</b>  |
| 7) | <b>Identification Number:</b> | This field may be used instead of the addenda record to identify the payment. |

**3. Direct Debit Payment**

This option authorizes the Bonneville Power Administration (BPA) to automatically withdraw payments from a bank account. It is free and only requires registration. See the brochure posted at the website below for more information.

**4. Payment by Credit Card or Checking Account (Pay.gov)**

BPA accepts VISA, MasterCard, American Express, Discover, and Diners for payments under \$10,000 or electronic payments from a checking account for any dollar amount. See website below for Pay.gov.

**5. Payment by Check (only if permitted by agreement or contract terms)**

**U.S. Postal Service**  
 BONNEVILLE POWER ADMINISTRATION  
 P.O. BOX 301507  
 LOS ANGELES, CALIFORNIA 90030-1507

**Fed Ex\*\*\*** (Use for Receipt Verification/Overnight Deliveries)  
 Bonneville Power Administration  
 Attn: Region 5  
 19220 Normandie Ave. Ste. B  
 Torrance, CA 90502  
 Phone Number: (302)-323-3600 (required for FedEx deliveries)

\*\*\*Please write Region 5 on the air bill and on all contents of the package.\*\*\*



Please see [http://www.bpa.gov/corporate/business/how\\_to\\_pay/](http://www.bpa.gov/corporate/business/how_to_pay/) or contact BPA Accounts Receivable at 503-230-3574 for more information. This information is being provided to you upon your request. It contains sensitive account and banking information. It should be used for its intended purpose only.