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P.O. Box 1837
Tacoma, WA 98401-1837
www.portoftacoma.com

March 6, 2015

TO: PLANHOLDERS

SUBJECT: BUBBLE 2 TRACK REPLACEMENT
PROJECT NO. 099585
CONTRACT NO. 070000

ADDENDUM NUMBER ONE

This addendum is issued to amend the following:

SPECIFICATIONS

A. 00 31 26 – EXISTING HAZARDOUS MATERIAL INFORMATION

1. **ADD** new paragraph 1.02.A to read as follows:
A. Waste Disposal Authorization approved by the Tacoma-Pierce County Health Department is attached. (Attachment A to Addendum No. 01)

B. 01 10 00 – SUMMARY

1. **REVISE** paragraph 1.01.A.2 to read as follows:
 2. The Bubble 2 Track Replacement general consists of:
Remove and replace existing ties, rail, and ballast on the Bubble 2 track.
Remove and replace an existing asphalt rail crossing on the Bubble 2 track.
Remove and replace an existing ballast rail crossing on the Bubble 2 track.
Remove and replace rail signal track wires and traffic detector loop
Surface, line, and tamp track to the geometry shown on plans and specifications.
2. **ADD** new paragraph 1.03 to read as follows:
1.03 PERMITS/AGREEMENTS TO BE SECURED BY THE CONTRACTOR
A. Tacoma Rail Right of Entry Agreement (Tacoma Rail Right of Entry Agreement Template is Attachment B to Addendum No. 01)

C. 09 30 00 – TILING

1. **DELETE** section 09 30 00 – Tiling in its entirety from the Bidding Documents

D. 31 00 00 – EARTHWORKS

1. **REVISE** paragraph 3.01.A.2 to read as follows:
2. The existing ballast will be removed to the depth below top of proposed rail tie as shown on the drawings.

E. 34 05 17 – RAILROAD WORK

1. **REVISE** paragraph 3.03.C to read as follows:
 - C. No track joints are permitted within 15' 40' of edge of paved PCT access road crossing.

Receipt for this addendum shall be indicated in the space provided in Section 00 41 00, Bid Form.

END OF SECTION

ATTACHMENT A – Waste Disposal Authorization

ATTACHMENT B – Tacoma Rail Right of Entry Agreement Template

No. 1873

Attachment A - Addendum No. 01

Tacoma - Pierce County
Health Department
 Healthy People in Healthy Communities
 www.tpchd.org

WASTE DISPOSAL AUTHORIZATION

Tacoma Pierce County
 Health Department

☒ (XX) Non-Asbestos☒ (XX) New

2/27/2015 1:50:37 PM

☐ () Asbestos (PSCAA Case # _____)☐ () Renewal

Clerk 53-T5

Waste Disposal Auth Initial
 \$150.00

Receipt #370739

A. Generator Name: Port of TacomaB. Generator Address: Bubble 2 Track Replacement - 3204 Port of Tacoma Rd Area, Tacoma WAC. Transporter Name: Contract Hauler TBDD. Technical Contact: Stuart Currie, Environmental Programs Analyst II, Port of Tacoma Phone: (253)428-8615E. Waste Description: Used Rail Ballast - Contaminated Soils☐ () Sludge ☒ (XX) Solid ☒ (XX) PCS ☐ () OtherF. Authorized Quantity: 1000 Tons

G. Actual Quantity (Filled in upon disposal): _____

H. Multiple Loads: ☒ (XX) Yes ☐ () NoI. Dates of Disposal: February 23, 2015 through December 31, 2015J. Testing: NWTPH-Dx and PAHsK. Reviewed by Department of Ecology: ☐ () Yes ☒ (XX) No

L. Disposal/Transportation Requirements: **A copy of this WDA must be transported with EACH load of waste and presented to the LRI Landfill Scalehouse Operator. Soils (ballast) demonstrating excessive odors are not suitable for use as daily cover and shall be directly buried (disposed of) in the landfill. If odors are not excessive and the soils physical characteristics are suitable for utilization as a daily cover then the soils may be used as alternative daily cover. Loads shall be covered during transport to the landfill to prevent fugitive emissions of contaminated soils. Load sizes shall comply with conditional-use and solid waste permit criteria.**

M. Facility: ☒ (X X) LRI Landfill (304th Street LF), 30919 Meridian Street, Eatonville, WA**CERTIFICATION**

I hereby certify that I have personally examined and am familiar with the information submitted in this document and any supporting material. Based on my inquiry of those individuals immediately responsible for obtaining the information, the information submitted is true, accurate and complete to the best of my knowledge and ability and that all known and suspected hazards have been disclosed. I agree that the generator and/or transporter will abide by all conditions specified in line (L) or any attachments thereto.

2/27/15

Date

ENV. PROGRAMS ANALYST

Title

APPROVED

AUTHORIZED BY:

FEB 23 2015

Andy Comstock, TPCAD

253-798-6538

TACOMA-PIERCE COUNTY HEALTH DEPT.
 ENVIRONMENTAL HEALTH DIV.

Cc: LRI LF Scalehouse via Fax - 253 875 7205

For Official Use Only

**RIGHT OF ENTRY AGREEMENT
FOR CONSTRUCTION PROJECTS ON AND/OR ADJACENT TO PROPERTY OF
CITY OF TACOMA – TACOMA RAIL**

**PROJECT NO. XXX
DOCUMENT NO. XXX**

This Right of Entry Agreement ("Agreement") is entered into effective as of this ____ day of _____ 2011, by and between the CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, BELTLINE DIVISION (d.b.a. Tacoma Rail), whose address is 2601 SR 509 North Frontage Road, Tacoma, WA 98421, hereinafter called "Railway" and _____, a _____, whose address is _____, hereinafter called "Permittee". Railway and Permittee collectively hereafter called "Parties".

WHEREAS, Railway operates a freight transportation system over across and upon Right-of-Way consisting of approximately 35 miles on the Tacoma Municipal Beltline Railway Corridor, hereinafter called "TMBL", whether owned in fee or otherwise, which encompasses the Railway owned Beltline Railroad in and around the Port of Tacoma, including, without limitation, all land, railroad tracks, passing tracks, sidings, spurs, turnouts, crossovers, service and access roads, stations, terminal facilities, and plants, switches, frogs, signals, fixed communications systems, crossties, ballast, roadbed, rails, rail joints, rail anchors, rail fastening systems, track assembly fittings, ties, tie plates, underground and overhead facilities, track improvements, support structures (including bridges, tunnels, and trestles), and equipment of every kind, used, operated, managed, or controlled by or in connection with the operation of the TMBL Railroad ("Right of Way"); and

WHEREAS, Permittee desires to perform certain construction services on and/or adjacent to portions of Railway's Right of Way; and

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth and Permittee's payment to the City of Tacoma of ONE THOUSAND FIVE HUNDRED DOLLARS and NO CENTS (\$1,500.00) application and permit fee, Permittee agrees with Railway as follows:

SECTION 1. TERM

Railway hereby grants to Permittee limited, revocable, non-assignable permission to use the Permit Area, beginning upon approval of this Agreement by Railway and ending upon the completion of the Work or one (1) year from the date of this Agreement,

whichever occurs first. The permission to use the subject Premises is granted conditionally subject to the terms contained in this Permit.

This Agreement may be terminated by either the Railway or Permittee upon 30 days written notice, mailed by certified mail, to the Permittee at [address] or the Railway at 3628 South 35th Street, Tacoma, WA 98409.

The Permittee, upon termination of this Agreement shall return the Permit Area or any property accessed by Permittee to the condition it was in at the beginning of this Agreement.

SECTION 2. PURPOSE OF PERMIT

2.1 Approved Uses. The Railway, for and in consideration of the fees herein provided to be paid by Permittee to the Railway and of the covenants and promises hereinafter made to be observed and performed by Permittee, does upon timely acceptance of this Agreement by Permittee, hereby grant to Permittee, a non-exclusive, limited, revocable privilege which, once it becomes effective, shall authorize the Permittee to enter into and upon and use that portion of the Right-of-Way encompassing a total of ten feet on either side of the centerline of the proposed _____ as described below (“Permit Area”) for the following construction purposes, hereafter called (“Work”):

Install _____, with a minimum clearance of ____ feet above the top of the rail, attached to existing poles owned by _____.

Location: _____ within the Rail Corridor, in the _____ Quarter of the _____ Quarter of Section ____, Township ____ North, Range ____ East, W.M., in _____ County, Washington.

2.2 Rights limited. The rights, duties, privileges, and obligations given to Permittee herein are non-exclusive and are subject to and must be exercised in strict accordance with this Agreement. In carrying out any authorized activities under the privileges granted herein, Permittee shall meet or exceed accepted industry standards and comply with all Laws or Ordinances. No rights shall pass to Permittee by implication.

The Permit Area and Right of Way described herein (or subject to this Agreement) are necessary for the operation, maintenance or improvements of the Railway and the Permittee or its agents, employees or property may be subject to the hazards of Railway operations, which Permittee hereby assumes.

The Permit does not grant permission to Permittee to enter upon or use the Permit Area for purposes other than those purposes specified in this Permit. The Permit is not a warranty of title or interest in the Railway’s Right of Way or other Public Property. None of the rights granted herein shall affect the Railway’s jurisdiction over its property or Rights of Way.

The Railway does not warrant its authority to permit the above described use of the property, and the Permittee shall secure any other rights that are needed by it for its lawful use of the Permit Area.

Permittee's facilities and use of the Permit Area are subject and subordinate to the Railway's use of the Right of Way and any licenses and/or permits applicable to the Right of Way.

Any improvements the Railway may allow Permittee to install are subject to being torn up or damaged by the Railway's operations and the Permittee assumes the risk of such limited use rights and will be responsible for its own additional costs and expenses in restoring any such areas.

Permittee shall not enlarge or change its use of the Permit Area without the prior written and properly authorized consent of the Railway.

This Permit is nonassignable. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit the Railway from granting other permits or the City of Tacoma from granting franchise rights of like other nature to others, nor shall it prevent the Railroad or City of Tacoma from using any of the subject property or affect its right to full supervision and control over any or all part of the said Permit Area, none of which is hereby surrendered.

This Right of Entry Agreement, Permittee, and the Railway, are at all times subject to provisions and requirements of federal, state and local agencies and any future rules and regulations of those agencies or their successors or assigns. The permission granted herein is subject to any lawful rules or regulations now in effect or which hereafter might become effective. The Railway reserves the right at any time to prescribe additional rules and regulations for the conduct, operation and maintenance of any or all the rights and privileges granted under the terms of this Agreement. The Railway will endeavor to give 60 days notice to Permittee of any such additional rules and regulations.

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

Permittee hereby waives, releases, indemnifies, defends and holds harmless Railway for, from and against all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Permittee's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Permittee's or any of Permittee's subcontractors' acts or omissions or any work performed on or about Railway's property or right of way. **THE LIABILITY ASSUMED BY PERMITTEE WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR**

OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY PERMITTEE INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYERS LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Permittee further agrees, at its expense, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Permittee under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Permittee, in writing, of the receipt or pendency of such claims and thereupon Permittee must proceed to adjust and handle to a conclusion such claims, and in the event of action brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Permittee, and Permittee, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

THE PERMITTEE HEREBY WAIVES IMMUNITY UNDER TITLE 51 RCW, INDUSTRIAL INSURANCE LAWS, AND AGREES THAT THIS PROVISION HAS BEEN MUTUALLY NEGOTIATED.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement will survive any termination of this Agreement.

SECTION 4. INSURANCE

Permittee must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverages:

(a) Commercial General Liability Insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$2,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- ◆ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- ◆ The removal of any exclusions related to the obligation of the insured under Workers' Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ The removal of any exclusions related to the explosion, collapse and underground hazards.

No other endorsements limiting coverage may be included on the policy with regard to the work being performed under this Agreement or otherwise with respect to any obligations under this Agreement.

(b) Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

(c) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Permittee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

(d) Railroad Protective Liability insurance naming Permittee and Railroad as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement
- ◆ No other endorsements restricting coverage may be added
- ◆ The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Permittee agrees to waive its right of recovery against Railroad for all claims and suits against Railroad. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Permittee further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad, for loss of its owned or leased property or property under its care, custody or control.

Permittee's insurance policies, through policy endorsement, must include wording which states that the policy will be primary and non-contributing with respect to any insurance carried by Railroad. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and must name Railroad and City of Tacoma as additional insureds with respect to work performed under this agreement. Severability of interest and naming Railroad and City of Tacoma as additional insureds must be indicated on the certificate of insurance.

Permittee is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by Permittee in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Permittee's insurance will be covered as if Permittee elected not to include a deductible, self-insured retention or other financial responsibility for claims. Such direct coverage by Permittee shall be in an amount equal to the amount of Permittee's actual deductible amount.

Prior to commencing the Work, Permittee must furnish to Railroad an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this Agreement, Permittee will make available any required policy covering such claim or lawsuit.

Any insurance policy must be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Permittee represents that this Agreement has been thoroughly reviewed by Permittee's insurance agent(s)/broker(s), who have been instructed by Permittee to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Permittee, Permittee must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming Railroad as an additional insured, and requiring that the subcontractor release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Permittee is required to release, defend and indemnify Railroad herein.

Failure to provide evidence as required by this section will entitle, but not require, Railroad to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of Permittee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Permittee will not be deemed to release or diminish the liability of Permittee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad will not be limited by the amount of the required insurance coverage.

For purposes of this section, "**Railroad**" means "City of Tacoma", "Tacoma Rail" and the subsidiaries, successors, assigns and affiliates of each.

SECTION 5. PERMITTEE REQUIREMENTS

5.1 While in the Permit Area, Permittee must fully comply with Railway's "Permittee Requirements", including (but not limited to) clearance requirements and personal protective equipment requirements. Permittee will be responsible for fully informing itself as to Railway "Permittee Requirements".

5.2 Prior to entering the Premises, each person providing labor, material, supervision, or services connected with the Work to be performed on or about the Premises must complete the safety training program (hereinafter called, "**Railway Contractor Safety Orientation**") at the following internet website: "contractororientation.com". Permittee must ensure that each of its employees, subcontractors, agents or invitees completes the Railway Contractor Safety Orientation before any Work is performed under

this Agreement. Additionally, Permittee must ensure that each and every employee of Permittee, its subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation prior to entering the Premises. Permittee must renew the Railway Contractor Safety Orientation annually.

5.3 Prior to entering the Premises, the Permittee must prepare and implement a safety action plan acceptable to Railway. Permittee must audit compliance with that plan during the course of Permittee's work. A copy of the plan and audit results must be kept at the work site and will be available for inspection by Railway at all reasonable times.

5.4 When not in use, Permittee's machinery and materials must be kept at least 25 feet from the centerline of Railway's nearest track. Permittee must not cross Railway's tracks except at existing open public crossings.

5.5 All work performed by Permittee or employees shall be conducted in a good and workmanlike manner, lien free, and of good quality.

5.6 The Permittee has sole responsibility for design and construction, obtaining all necessary permits, inspections and approvals and complying with all legal requirements as they relate to design, ownership, and construction. Permittee shall at its own cost furnish all plans, engineering, supervision, labor, material, supplies, and equipment necessary for completion of construction.

5.7 The Permittee shall not damage or interfere with the Railway's use of the Permit Area or Right of Way, structures or facilities of the Railway or in any way prejudice the safety of the operations of the Railway's facilities.

SECTION 6. PROTECTION OF RAILWAY FACILITIES AND RAILWAY FLAGGER SERVICES

6.1 The Permittee must give Railway's Roadmaster (telephone: 253-502-8934) a minimum of thirty (30) working days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by Permittee and it is subsequently determined by the parties hereto that such services are no longer necessary, Permittee must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

6.2 Railway flagger and protective services and devices will be required and furnished when Permittee's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

6.2.1 When in the opinion of the Railway's representative, it is necessary to safeguard the Premises, employees, trains, engines and facilities

6.2.2 When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

6.2.3 When work in any way interferes with the safe operation of trains at designated track class speeds.

6.2.4 When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

6.2.5 Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

6.3 Flagging services will be performed by qualified Railway flaggers. The estimated cost for one (1) flagger is \$650.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging, tools, equipment and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by Permittee hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.

6.3.1 A flagging crew generally consists of one employee. However, additional personnel may be required to protect the Premises and operations, if deemed necessary by the Railway's representative.

6.3.2 Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

6.3.3 The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Permittee.

SECTION 7. TRAIN DELAYS

Work performed by Permittee must not cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railway, its lessees, licensees or others, unless specifically permitted under this Agreement, or

specifically authorized in advance by the Railway Roadmaster. Additionally, Permittee must not, at any time, impair the safety of Railway operations or the operations of Railway's lessees, licensees or other Railway invitees. Delays to freight or passenger trains affect Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Permittee will be responsible to Railway, including its subsidiaries, affiliated companies, partners, successors and assigns, for economic losses resulting from unscheduled delays to freight or passenger trains. Permittee will be billed for the economic losses arising from loss of use of equipment and train service employees, contractual incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Permittee, its subcontractors or by Railway performing Work associated with this project.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**CITY OF TACOMA,
Tacoma Rail**

**XXX
PERMITTEE:**

Dale King, Superintendent

By: _____

Name: _____

Title: _____

Approved:

Alan Matheson, Roadmaster

Approved to Form:

Assistant City Attorney