



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Thursday, August 22, 2024
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, July 18, 2024
- [4.](#) Right of Entry Agreement with Jason Herrera for Belmore Street Property (Water Resources & Sustainability Department)
- [5.](#) Agreement for the Transfer of Interests in Brewery Assets (Water Resources & Sustainability Department)
- [6.](#) Fiber Optic Agreement with WSDOT, Amendment 16 (Transportation & Engineering Department)
- [7.](#) 2023 Pavement Maintenance Project with Miles Construction – Additional Construction Funds (Transportation & Engineering Department)
8. Additional Items
9. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/86496189100?pwd=1zFoUwjCAoWSBuHXQmhH2Hmbdpyjq9.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 864 9618 9100 and Passcode 813524.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us.

**TUMWATER PUBLIC WORKS COMMITTEE
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CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmembers Michael Althausen and Angela Jefferson.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Parks and Recreation Director Chuck Denney, Transportation & Engineering Director Brandon Hicks, Water Resources & Sustainability Director Dan Smith, Transportation & Engineering Assistant Director Mary Heather Ames, Engineering Services Manager Bill Lindauer, WRS Operations Manager Steve Craig, Engineer II Jared Crews, Transportation Engineer I Bernie Gertje, Community Engagement Specialist Marnie McGrath, Sustainability Coordinator Alyssa Jones Wood, and Administrative Assistants Bonnie Hale and Kelly Quiroz.

**APPROVAL OF
MINUTES: PUBLIC
WORKS
COMMITTEE,
JUNE 6, 2024:**

MOTION: Councilmember Althausen moved, seconded by Councilmember Jefferson, to approve the minutes of June 6, 2024, as published. A voice vote approved the motion unanimously.

**LOTT DESCHUTES
VALLEY
PROPERTIES
PURCHASE
UPDATE:**

Director Smith updated the committee on the status of the Deschutes River Valley Feasibility Report. Late last year, the City executed a Memorandum of Understanding (MOU) with LOTT Clean Water Alliance (LOTT) for properties located in the Deschutes River valley north of the golf course. The properties were acquired by LOTT in 2011 for reclaimed water production. Since that purchase, LOTT completed some improvements at other facilities negating the need for an additional reclaimed water plant in Tumwater.

Earlier in the year, LOTT declared the properties as surplus with the City pursuing negotiations with LOTT to purchase the properties. The City contracted with SCJ Alliance to evaluate the properties based on several City goals. Some of the goals were identified in the Brewery District Plan in addition to other goals for transportation (E Street Connector project), habitat enhancement along the Deschutes River, and trails and parking for events.

The three parcels total approximately 44.81 acres with some structures on the east parcel with a total appraised value of \$3.9 million. SCJ Alliance considered land use, physical and environmental characteristics, improvements required for future development, constructability issues,

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market demand, financial viability, and any other regulatory considerations or constraints.

One major goal of consideration was whether the properties would aid in furthering the E Street Connector project and alignment with the Brewery District Plan. The Plan identified that the E Street Connector project and the acquisition of the properties would support four of the primary project goals and 22 supporting objectives in the Plan. The properties serve to support the goals of the Brewery District Plan.

The original design alternatives assumed a LOTT plant in Tumwater, which could provide additional flexibility as the City moves forward with the connector project. In 2024 dollars, the cost of the connector project is estimated at \$52 million.

SCJ Alliance also explored future improvements to ensure pedestrians could move across the connection and through the Brewery District as intended in the Brewery District Plan. The cost to create stairs would be approximately \$190,000 for a pathway over the connector.

The Feasibility Study also explored access to the valley after completion of the E Street Connector project.

Councilmember Althaus commented on the challenges associated with the railroad tracks because of the impossibility of securing access across the tracks. He asked whether the valuation of \$3.9 million factors accessibility challenges associated with the railroad. Director Smith affirmed the valuation accounts for the railroad as well as land use characteristics, environmental and physical constraints, and the challenges of regulatory requirements.

Director Smith said another primary goal for the City was to ensure the availability of parking to support major City events at the golf course. The analysis examined both sides of the parcels with two of the parcels capable of supporting parking. The westside parcel is under consideration for habitat restoration along the Deschutes River to satisfy environmental and regulatory concerns. Parking need was identified for 1,500 parking stalls. A number of options are available by using both the west and the east properties or only the east property. Today, access to the parcels is challenging requiring an easement with Tumwater Development LLC and improvements for access to the west and east parcels as Union Pacific Railroad runs through the middle of the parcel and does not allow vehicular access across the tracks. Another significant challenge for the City is to ensure some public access across the area with the E Street Connector project identified as the primary way to provide public access across that area. The feasibility study confirms the ability to provide sufficient parking as required by the City through acquisition of the two

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parcels as well as through right-of-way for the E Street Connector project satisfying three of the major considerations.

Habitat restoration would satisfy a number of regulatory considerations for total maximum daily load, the City's stormwater permit, and reduction to wetland impacts. Salmon species have been identified in the Deschutes River system as confirmed through some of the City's outfall stormwater projects.

Director Smith described other mitigation benefits for floodplain storage, City stormwater outfalls, soil mitigation, parking, and other development needs of the City. Mitigation banking for the properties is a long process and requires agency approval by both the state and federal government; however, it would provide the City with time to consider how the E Street connector and parking projects could move forward.

LOTT completed two Phase 1 assessments in 2011 during the purchase of the properties with the assessments updated in 2013. Some work has been completed to address areas of concern surrounding existing buildings. However, LOTT has not moved to Phase 2 or pursued any subgrade efforts. Updating Phase 1 work completed by LOTT would inform the work required for Phase 2 if the City elected prior to or as part of the acquisition of the properties. Those issues are the unknowns. Access is also an unknown in terms of whether Union Pacific Railroad allows for public access across the railroad tracks. The City's brewery wellfield also includes some crossing needs, as the wellfield is located across the tracks. The resale of the properties negates LOTT's negotiated ability to cross the railroad tracks requiring the City to pursue negotiations with the railroad.

Development options are consistent with zoning and the Brewery District Plan. However, the area is located within the 100-year floodplain limiting the type of development and imposition of mitigation requirements. Based on the array of issues surrounding the properties, public acquisition of the properties is deemed as the highest and most beneficial use of the properties. The properties are well secured and have not been exposed to vandalism. Security is currently managed and funded by Tumwater Development LLC.

Another consideration is maintenance of the structures. The main maintenance impact is caring for site vegetation and removal of any debris.

Should the City acquire the properties, the City's different funds could help support partial acquisition with consideration of other funding formulas. Another question is pursuing hazard challenges through an update of Phase 1 and moving to Phase 2, which might affect the purchase amount. All the issues associated with the properties would require

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completion prior to extending a purchase option. The MOU between the City and LOTT has been extended to the end of the year to afford continuation of the work and efforts involving Phase 1, Phase 2, and discussions with Union Pacific Railroad.

The committee will receive an update prior to the expiration of the MOU on the status of findings or to seek an extension of the MOU.

Councilmember Althaus commented on the railroad crossing and the number of public crossings along railroad tracks throughout the state. He questioned the difference the railroad is assigning to that particular crossing as opposed to other public crossings, such as the one located on Henderson Boulevard. Director Smith advised that since the tracks are located on private property, the railroad has not invested in crossing infrastructure and was not interested in providing public crossings. However, it could be discussion topic between the City and the railroad in terms of discussing and negotiating City crossing needs.

Engineer Crews shared that based on his communications with the railroad, railroad companies rarely issue easements but rather agreements for crossing at specific locations because the agreements are more easily revocable if the railroad has scheduled maintenance or wants to increase the capacity of the system. The railroad prefers not to increase existing crossings as it impacts the railroad, which might be one of the reasons why that specific crossing is so limited.

**THREE LAKES
CROSSING
OVERSIZING
AGREEMENT:**

Engineer Crews presented the watermain oversizing agreement as part of the Three Lakes Crossing residential development. Three Lakes Crossing is a single-family home development located off Henderson Boulevard north of Tumwater Boulevard. The developer constructed a 16-inch diameter watermain along Henderson Boulevard frontage based on the requirements of the Tumwater Water System Plan. Typically, developments of a similar nature install 8-inch diameter watermain as the minimum requirement. However, the Water System Plan requires a larger diameter watermain and the developer may apply for an oversizing agreement, which reimburses the developer the difference between the smaller diameter watermain and the larger diameter watermain. The oversizing agreement is subject to the availability of funding. The City does not necessarily execute agreements in all cases. However, in this instance, the location of the larger watermain serves as the backbone system providing better flow and water quality and fire protection throughout the City system.

Engineer Crews identified the project site using an illustration of the project. The development will create 45 new single-family homes and includes storm drainage, sewer main, sidewalks connecting Henderson Boulevard to Coyote Court, and the watermain connecting to an existing

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16-inch watermain installed several years ago by other projects. The new installation is approximately 244 linear feet of new 16-inch watermain.

The City's cost reimbursement is based on the difference between the reported cost for installing the 16-inch watermain versus a cost estimate for installation of an 8-inch watermain. The recorded cost for the 16-inch watermain is \$81,920 verified through a series of signed receipts and work orders from the contractor for the project. The professional engineer for the project submitted a cost estimate for the 8-inch watermain. The cost is verified by City staff. The difference is \$34,288. The reimbursement cost to the developer would be \$47,672.

Councilmember Althausen asked whether the cost difference of the larger main is only for the pipe as other costs would likely be incurred as well, such as a larger hole and heavier pipe that might require additional resources to install. Engineer Crews advised that the cost includes labor. The depth of the watermain and excavation between the two sizes would not necessarily change; however, the material cost is the contributing factor as well as the possibility of increased time to install the larger pipe.

Chair Swarthout questioned the timing of the reimbursement. Engineer Crews advised that if the committee approves the request, the proposal would be forwarded to the City Council for approval. The agreement would be signed by the necessary City authorities with reimbursement to follow from the Water Fund.

Engineer Crews added that staff coordinated with the developer early in the project as staff identified the site for an oversizing agreement during the development review process as important infrastructure for the City's water system.

Staff requests the Public Works Committee recommend the City Council approve and authorize the Water Resources & Sustainability Director to sign the Oversizing Agreement with Copper Ridge, LLC, which will reimburse the developer for installing a 16-inch watermain.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Althausen, to place the request on the consent calendar and recommend the City Council approve and authorize the Water Resources & Sustainability Director to sign the Oversizing Agreement with Copper Ridge, LLC, which will reimburse the developer for installing a 16-inch watermain. A voice vote approved the motion unanimously.

**SMALL WORKS
CONTRACT FOR
THE PALERMO**

Manager Craig presented a small works contract for consideration to replace security fencing at the Palermo drinking water and treatment facility. The 2023-2024 budget included funding to improve security

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**SECURITY FENCE
 REPLACEMENT
 PROJECT WITH
 WEST COAST
 FENCE PROS, LLC:**

measures at drinking water facilities. The proposed improvements include video surveillance monitoring, notification systems, and enhancing key local systems at those facilities to match current City standards. The proposal pertains only to security fencing improvements. The Palermo Wellfield is one of the City's primary water production and treatment facilities. The purpose of the projects is to improve the protection of those facilities to ensure high quality drinking water supply to customers.

Bids were solicited from five local fence contractors from the MRSC Small Works Roster. Two bids were received. The lowest bid was not responsive to the request for quotes and was rejected. West Coast Fence Pros was responsive and was selected for a total cost of \$162,631.32 to replace existing fencing around the Palermo Wellfield to meet City standards.

Staff recommends the committee approve and place the Small Works Contract for the Palermo Security Fence Replacement Project with West Coast Fence Pros, LLC on the August 20, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

Chair Swarthout questioned the degree of improvements between new and existing fencing. Manager Craig reported older standards called for a standard 6-foot chain link fence with three-strand barbed wire. The recommendations received by the City's security assessment was to replace fencing with an 8-foot chain link fence with three strand-barbed wire for a total height of 9 feet as well as a top tension wire instead of a rigid support beam and a concrete footer around the base to prevent tunneling.

Councilmember Jefferson asked whether the City has installed motion sensors on and video monitoring. Manager Craig explained that the funding approved during the current biennium enhanced all systems. The proposal is one component of the improvements involving fencing. Video surveillance was installed for motion detection and alert notifications 24/7.

MOTION:

Councilmember Althaus moved, seconded by Councilmember Jefferson, to place the Small Works Contract for the Palermo Security Fence Replacement Project with West Coast Fence Pros, LLC on the August 20, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

**URBAN &
 COMMUNITY**

Coordinator Jones Wood reported the grant opportunity limits the City in applying grant funding to specific areas of the City as depicted on a map

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**FOREST GRANT
 ACCEPTANCE
 AGREEMENT
 WITH RIVER
 NETWORK:**

provided to the committee. Those areas are designated by EPA Inflation Reduction Act Disadvantaged Communities (DACs) Map developed by the federal government. The dataset provided to the City delineates areas where grant funding can be applied.

The project has five milestones for the grant award:

- **Milestone 1:** Install Air Temperature Data Loggers in Heat Islands (Goal to complete installation by December 31, 2024). Use available data to identify the low-canopy and most extreme heat-impacted areas in DACs within the City and install at least six Air Temperature Data Loggers in those locations. The data collected using the data loggers will be used to prioritize planting efforts and examine disparities.
- **Milestone 2:** Hire a full-time Urban Forester (Goal for hiring is March 30, 2025). Recruit and hire a full-time Urban Forester staff person who will spend at least 50% of their time working towards an equitable distribution of urban and community forest resources and benefits to the DACs in Tumwater.
- **Milestone 3:** Plan and Launch Canopy Equity Program (Goal to launch by March 30, 2026). Develop and launch a free tree establishment program to expand the community and urban forest in DACs in Tumwater on both City-owned and private property.
- **Milestone 4:** Plan and Launch Tree Assessment Assistance (Goal to Launch by March 30, 2026). Develop and launch a program in which residents of DACs in Tumwater can request the City Urban Forester provide a Tree Health Assessment on their property free of charge.
- **Milestone 5:** Launch Street Tree Trimming Grants (Goal to launch by January 31, 2027). Develop and launch a targeted small grant program in which residents of DACs in Tumwater can apply for in-kind or contracted services to trim street trees adjacent to their property. While this in-kind service will only occur in DACs, priority will be given to DAC residents of low- or moderate-income residents, street trees in DACs that are causing conflicts, and/or trees in DACs that have been assessed by the City Urban Forester and found to need this maintenance.

Councilmember Jefferson asked about the methods staff plans to utilize to advertise the availability of the programs to the community. Coordinator Jones Wood advised that the grant includes funding for postcard mailings, door hangers, and door knocking in those areas identified on the map to let community members know about the availability of the programs. The

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Urban Forester will also work with the communications team on additional communications to the community.

Coordinator Jones Wood advised that the Urban Forester position is 50% funded by the grant with all incentives fully funded because they are focused on the disadvantaged community map areas. The 2025-2026 budget, as well as for 2027 includes a funding request of \$61,503 for each year for the remaining 50% of salary and benefits for the Urban Forester position.

Staff recommends the committee place the Subaward Agreement with River Network for the City of Tumwater Urban Forestry Capacity and Equity Project on the August 20, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

The committee commented on the importance of the program to residents and recommended placing the proposal under Council Considerations at the August 20, 2024 Council meeting. Coordinator Jones Wood supported the suggestion and verified that she would provide a similar presentation to the City Council.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Althausser, to place the Subaward Agreement with River Network for the City of Tumwater Urban Forestry Capacity and Equity Project on the August 20, 2024, City Council under Council Considerations with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

**SMALL WORKS
 CONTRACT WITH
 CONSTRUCTION,
 INC. FOR CROSBY
 HOUSE
 FOUNDATION
 REPAIR:**

Director Denney reported the Crosby House is the oldest existing house in Tumwater built in 1865. The house has survived earthquakes and the construction of the freeway. The house continues to settle as it was built on unstable soils and the vibration from traffic on I-5 does not benefit the structure. Some work was completed on the foundation approximately 10 years ago by installing new perimeter foundation and removing logs and other materials that had been used during the construction of the house. The exterior of the structure is fairly stable except under the house where posts and joists in the floor system have rotted. The proposed project with Construction, Inc. would clear the crawl space and remove some soil under the house along with removal of rotted posts and replacement with new posts, piers, and floor joists to keep the house stable. The intent for the repairs is not to change the placement of the house but to stabilize its current location with a slight slope from front to back.

The cost of repairs to the house is \$106,000. The Daughters of the Pioneers who maintain the home and offer public tours have been part of the process and support the proposal.

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Staff is seeking a recommendation of the contract with Construction, Inc. for Crosby House Foundation Repair for \$106,000 and placement on the August 20, 2024, consent calendar with a recommendation to approve and authorize the Mayor to sign.

MOTION: Councilmember Althaus moved, seconded by Councilmember Jefferson, to recommend the contract with Construction, Inc. for Crosby House Foundation Repair in the amount of \$106,000 and place on the August 20, 2024, consent calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

**ADDITIONAL
ITEMS:** There were no additional items.

ADJOURNMENT: With there being no further business, Chair Swarthout adjourned the meeting at 9:11 a.m.

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: Public Works Committee
 FROM: Dave Kangiser, Water Resources Specialist
 DATE: August 22, 2024
 SUBJECT: Right of Entry Agreement with Jason Herrera for Belmore Street Property

1) Recommended Action:

Place the Right of Entry Agreement with Jason Herrera for his Belmore Street property on the September 3, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

An active beaver dam in Fish Pond Creek on Jason Herrera's property adjacent to Belmore Street SW has blocked the natural flow pathway, inundated the undersized culvert, and contributes to high water conditions in the area. The high-water conditions make it difficult to conduct maintenance activities on the culvert and may cause the water to flood the road. The culvert is identified in the 2011 Annexation Area Drainage Study as being undersized and recommends replacement with a larger diameter culvert; however, culvert replacement is not currently scheduled due to other priorities and limited capacity in the Stormwater Utility. To help alleviate high water conditions and the potential for localized flooding, and improve culvert access for maintenance crews, staff propose to install a flexible leveler in the beaver dam on Jason Herrera's property. In addition, staff will install a culvert exclusion device at the culvert in right of way to support mitigation of beaver activity in the vicinity. Federal and State agencies have been consulted for permitting considerations.

3) Policy Support:

Environment: We act to preserve and enhance the natural environment and the social fabric of our community.

NPDES Permit Section S5.C.9 - Operations and Maintenance

Each Permittee shall implement and document a program to regulate maintenance activities and to conduct maintenance activities by the Permittee to prevent or reduce stormwater impacts.

4) Alternatives:

Do not approve the Right of Entry Agreement. This would limit the City's ability to access the Herrera property to support mitigation of beaver activities leading to further deferred maintenance of the Belmore Street SW culvert.

5) Fiscal Notes:

The flexible leveler materials will cost less than \$1,000. Installation usually takes about six hours for two staff members. WRS staff will maintain the flexible leveler and exclusion device for the duration of the Right of Entry Agreement as needed. Annual maintenance typically takes less than an hour for two staff members.

6) Attachments:

A. Right of Entry Agreement with Jason Herrera for Belmore Street Property

RIGHT-OF-ENTRY AGREEMENT JASON HERRERA

THIS AGREEMENT, is dated this ____ day of _____, 2024, by and between JASON HERRERA (herein referred to as “OWNER”), and the CITY OF TUMWATER (herein referred to as “CITY”), a Washington municipal corporation.

RECITALS:

- A. **WHEREAS**, OWNER owns property, Thurston County tax parcel number 79900003403 more particularly described in Exhibit A attached hereto and by this reference incorporated herein (“Property”), Section 05 Township 17 Range 2W Quarter NW NE, SW NE Plat THURSTON COUNTY FARMS BLA-0203 PTN TR C Document 2/604 NKA LT 1 SURVEY 4443965 TESTAMENTARY DIVISION, across which the CITY requests access to install an instream flow control device to limit upstream impacts of an established beaver dam;
- B. **WHEREAS**, the CITY is responsible for purchasing equipment and supplies needed to install the flow control and beaver mitigation structures. OWNER shall not be billed for any labor or material costs associated with the City’s installation or removal of the structure(s);
- C. **WHEREAS**, OWNER is responsible to maintain the natural drainage of the waterway and shall not inhibit the flow of the watercourse through the Property by artificial means;
- D. **WHEREAS**, CITY is responsible for maintenance of the flow control and beaver mitigation structures based on routine inspections conducted by CITY or OWNER. OWNER shall communicate inspection findings to CITY at which time maintenance activities shall be coordinated between CITY and OWNER;
- E. **WHEREAS**, CITY and OWNER shall obtain the proper Hydraulics Projects Approval (HPA) Permit through Washington Department of Fish and Wildlife (WDFW) and adhere to all provisions therein;
- F. **WHEREAS**, OWNER desires to allow CITY access across and over the Property through the Right of Entry area depicted in Exhibit B, hereinafter referred to as the “Project Site”.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained herein, the parties agree as follows:

- 1. **Purpose.** CITY and its agents, designees and/or assigns shall have the right, at such times as deemed necessary by CITY, to enter upon the Project Site to inspect, design, construct, reconstruct, operate, repair, replace, remove,

grade, excavate, and maintain any structures including, but not limited to, flow control, debris stockpiles, semi-buried or ground mounted facilities, water quality protection measures, erosion and sediment control structures, and all appurtenances thereto ("Project").

2. **Access.** CITY shall have the right of access from CITY right-of-way across and over the Property to the Project Site to enable CITY to exercise its rights hereunder to conduct activities in support of controlling impacts related to beaver activity. Except in the event of an emergency, CITY shall notify OWNER at least 48 hours in advance of Project activity to ensure any locked gates or restrictions to access are open upon arrival for project activities to take place. In the event of an emergency, the CITY shall attempt to notify OWNER the day of entry to conduct emergency activities.
3. **Permit Compliance.** The CITY shall comply with all requirements of the Project's Hydraulic Project Approval (HPA) from WDFW, described in Exhibit C, which regulates modification of beaver dams and installation of flow control devices. OWNER recognizes that any independent action to modify dam or manage beaver populations requires notifications and techniques pursuant with HPA Permit (APP ID 34974) and Owner is responsible for notifications to the CITY and WDFW. CITY cannot authorize dam modification or beaver management. OWNER will notify the CITY in the event OWNER engages in a reportable action according to the HPA Permit.
4. **Maintenance.** The CITY shall monitor and maintain the flow control structure(s). The CITY will be responsible for maintenance of the structure(s) based on routine monthly inspections conducted by CITY or OWNER. The OWNER may request technical assistance from CITY at any time. If, at any time, the structure(s) fail to meet the intended goal of maintaining water levels so the upstream culverts can be accessed for maintenance purposes, the CITY will remove the structure(s) and to the extent reasonably practicable return the Property to a condition similar to its condition prior to the Project.
5. **Obstructions; Landscaping.** CITY may from time to time remove vegetation, trees, or other obstructions within the Project Site, and may improve the Project Site to the extent reasonably necessary to carry out the purposes set forth above, provided, that following the completion of the Project activities, CITY shall, to the extent reasonably practicable, restore the Project Site to a condition similar to its condition prior to such work. OWNER may undertake any ordinary improvements to the landscaping of the Project Site, provided that no obstructions shall be placed thereon, which would be unreasonably expensive or impractical for CITY to remove and restore.

- 6. OWNER's Use of Project Site.** The parties acknowledge and agree that the access herein granted is non-exclusive, and the OWNER shall be entitled at all times to travel over the Project Site, and to conduct any and all activities which they may desire within the Project Site provided they do not unreasonably interfere with the CITY's use of said Project Site.
- 7. Indemnification.** Each party, and its successors and assigns, shall release, indemnify, defend, and hold the other party, and its successors and assigns, harmless from and against any and all loss, costs, claims, suits, liabilities, causes of action, and expenses of any kind or nature (including reasonable attorneys' fees) arising out of, related to, or incurred by reason of its own negligence in the performance of rights and obligations hereunder. Performance under this agreement shall be exercised in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction.
- 8. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns for the duration of this Agreement.
- 9. Duration.** This Agreement shall be in full force and effect upon execution by the parties and shall remain in effect for the duration of HPA Permit (APP ID 34974). The termination or extension of this Agreement may otherwise occur at any other time by signed agreement of both parties.

DATED this _____ day of _____, 2024.

CITY:

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

OWNER:

Jason Herrera
1819 Sawyer St. SE
Olympia, WA 98501

Debbie Sullivan, Mayor

Jason Herrera, Owner

**WASHINGTON NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)**

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____ [Name of Person] is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

Signature_____
Title

My appointment expires: _____

EXHIBIT A – HERRERA PROPERTY

The following legal descriptions represent the parcels through which the OWNER authorizes the CITY to access under this Right of Entry Agreement:

Parcel No. 79900003403: Section 05 Township 17 Range 2W Quarter NW NE, SW NE Plat THURSTON COUNTY FARMS BLA-0203 PTN TR C Document 2/604 NKA LT 1 SURVEY 4443965 TESTAMENTARY DIVISION.



EXHIBIT B – PROJECT SITE



PROJECT SITE DESCRIPTION: Access is granted only to the furthest upstream beaver dam structure on Parcel 79900003403.

TO: Public Works Committee
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: August 22, 2024
SUBJECT: Agreement for the Transfer of Interests in Brewery Assets

1) Recommended Action:

Place the Brewery Asset Transfer Agreement with the City of Lacey on the September 3, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

In 2009, the City and its partners, City of Lacey and City of Olympia, acquired water rights, land, and physical infrastructure to support the development of the Brewery Wellfield and produce water to serve its respective communities. Over the last decade, the partners have evaluated the existing infrastructure and resource management strategies for the future production and distribution of water using the water rights acquired from the former brewery. As each partner's domestic water needs vary, so do priorities for investment in source development, and geospatial realities create significant challenges for conveyance of the water. In 2023, the City of Lacey wrote to the partnership expressing interest in transferring ownership of its assets to one of the partners. Tumwater accepted and made an offer to the City of Lacey that was tentatively accepted, dependent upon approval by the Lacey City Council. The agreement being considered follows the process outlined in the 2022 Memorandum of Understanding with the partners to transfer ownership another city, including any physical assets and liabilities, land, and water rights. Acceptance of this agreement would initiate the transfer and dedicate Lacey's portion of water of the Brewery Wellfield to the City of Tumwater.

3) Policy Support:

- Ensure an ample water supply / Facilitate brewery redevelopment
-

4) Alternatives:

- ☐ No practical alternatives. This is a critical need for the growing water utility.
-

5) Fiscal Notes:

The agreement provides for the acquisition of Lacey's interest in the Brewery Wellfield for \$2.4 million. While the water adds benefit, the utility will also bear the financial burden for development costs for production and treatment and decommissioning of the dilapidated well houses in the valley.

6) Attachments:

- A. Agreement for the Transfer of Interests in Brewery Assets

AGREEMENT FOR TRANSFER OF INTERESTS IN BREWERY ASSETS
By and Between the City of Lacey and the City of Tumwater

This Agreement for Transfer of Interests in Brewery Assets (the “Agreement”) is entered into by and between the City of Tumwater, a Washington municipal corporation (“Tumwater”) and the City of Lacey, a Washington municipal corporation (“Lacey”), (individually, “Party”, and collectively, “Parties”).

RECITALS

WHEREAS, the Parties each operate a water utility to provide water for municipal use within their service areas and wish to memorialize terms of cooperation in the responsible use of water resources in the best interests of the Parties and the region; and

WHEREAS, the City of Olympia filed a Petition in Eminent Domain in Thurston County Superior Court (Cause No. 06-2-00310-9) seeking to condemn real property at the former Olympia Brewery and water rights and associated assets; and

WHEREAS, an Interlocal Agreement by and between the City of Olympia, the City of Lacey and the City of Tumwater (“Cities”), effective March 16, 2006, states the Parties’ intent relative to acquisition of Brewery assets; identifies steps necessary to bring Tumwater and Lacey into the condemnation proceedings as petitioners; and sets forth terms for allocation of shared interests and costs; and

WHEREAS, the Cities submitted an application to the Department of Ecology (“Ecology”) on April 29, 2008, requesting changes to the water rights that are included in the Brewery assets held by the Cities and requesting approval of the Cities’ future joint use of water for municipal purposes within their service areas, which application was transferred by Ecology to the Thurston County Water Conservancy Board (“Board”) (Application No. 08-11) for review and to render a Record of Decision (“ROD”); and

WHEREAS, A Stipulation For and Judgment and Decree of Appropriation (“Decree”) was issued in the Olympia Brewery condemnation proceeding by Thurston County Superior Court Judge Tabor on December 19, 2008 and filed January 2, 2009, appropriating Brewery assets including condemned real property, associated property interests, and water rights, as described in the Decree; and stating that the water rights are “to be held by the Cities for beneficial use for municipal supply purposes in their water service areas as may be determined by action of the State of Washington or the Cities”; and

WHEREAS, in its ROD dated July 20, 2009, the Board approved transfers and changes to the Brewery water rights, subject to determinations as to validity and prospective conditions of use set forth in the ROD and approval by Ecology; the Board acknowledged

the Cities' efforts to establish a future plan for use of the water; and the Board set a schedule for putting water to full beneficial use by March 15, 2021; and

WHEREAS, Ecology approved the changes and transfer of Brewery water rights to the Cities in September 2009, and at the subsequent request of the Cities, Ecology granted an extension of the water rights development schedule by letter dated March 15, 2021, requiring full beneficial use of water under the water rights by April 1, 2041; and

WHEREAS, a Memorandum of Agreement Between the Cities of Olympia, Lacey, and Tumwater for Transfer of Assets Related to the Brewery Wellfield ("MOA"), effective February 3, 2023, provides that "each City owns an undivided one-third share of the Brewery Wellfield water rights, wells, water system appurtenances" and "this ownership includes not only assets, but liabilities"; and purpose of the MOA is "to set forth the process by which one or more of the Cities may transfer ownership interest, including water rights, land, wells, water system appurtenances and associate liabilities, ... to another City or Cities"; and

WHEREAS, by letter dated April 25, 2023 from Rick Walk, Interim City Manager of the City of Lacey, to John Doan, Tumwater City Administrator, Lacey affirmed that, pursuant to the requirements of Section III(A) of the MOA, Lacey had contacted the other Cities regarding their interest in acquiring that portion of Brewery assets that constitutes Lacey's undivided one-third share ("Transfer Assets") and that, in response, only Tumwater expressed interest in the Assets; and based on Tumwater's response, Lacey's letter stated Lacey's intent to transfer the Transfer Assets to Tumwater contingent upon "(1) the Parties of Tumwater and Lacey reaching agreement on the value of the assets; and (2) The Lacey City Council approving the transfer"; and

WHEREAS, no objections to the proposed transfer of Transfer Assets were received within the timeframe identified in III(A) of the MOA; and

WHEREAS, pursuant to Section III(B) of the MOA, the Parties engaged R.F. Duncan & Associates Inc to provide a present-day value of the Brewery Wellfield properties, including land, wells and water infrastructure and appurtenances, and the Parties engaged WestWater Research LLC to provide a present-day valuation of the Brewery water rights, which appraisals were used as the basis for Tumwater's offer to purchase the Transfer Assets; and

WHEREAS, the Parties seek to memorialize the terms of transfer of the Assets by Lacey to Tumwater in an agreement pursuant to the Interlocal Cooperation Act, RCW 39.34;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Transfer of Interests in Assets.** Lacey hereby agrees to transfer, assign and convey to Tumwater the exclusive right to the development and use of the Transfer Assets, including the right to use water up to the annual quantity of 761.18 acre-feet (“Water Rights”). Tumwater hereby agrees to accept said Transfer Assets together with all liabilities associated thereto. Section 4 of this Agreement constitutes a Right to Use in Perpetuity Certificate (“Certificate”), evidencing the transfer of the Transfer Assets to Tumwater, which Certificate is incorporated herein by reference and which constitutes the “certificate” as referenced in the MOA referenced above.
2. **Consideration for Transfer.** In consideration for the transfer of the Transfer Assets to Tumwater, Tumwater agrees to make payment to Lacey in the amount of Two million, four hundred thousand, four hundred and sixty-one dollars (\$2,400,461.00). Said payment shall be made within 90 days of execution of this Agreement.
3. **Assumption of Rights and Liabilities.** As provided in Section III(C) of the MOA, following execution of this Agreement transferring the Transfer Assets from Lacey to Tumwater, and upon payment by Tumwater in consideration for the transfer, Tumwater shall assume all rights to the Transfer Assets and all liabilities associated with the Transfer Assets; and Lacey is released from any liabilities and “foregoes any future involvement in decision-making regarding redevelopment of the Brewery Wellfield or jointly held assets and liabilities.”
4. **Right to Use in Perpetuity Certificate.** This Section 4 of this Agreement constitutes the Right to Use in Perpetuity Certificate (“Certificate”), as referenced in Section III(C) of the MOA, which Certificate evidences the transfer of the Transfer Assets and associated liabilities to Tumwater.
5. **Conditions of Use.** The Parties understand and agree that the Transfer Assets will be developed and put to use by Tumwater in a manner to be determined by Tumwater in its sole discretion; provided, that such use will be subject to the terms of this Agreement, the requirements applicable to the Parties generally as set forth in the MOA, applicable laws and regulations, and Tumwater’s agreement to put water to full beneficial use under the Water Rights (“Re-perfection”) on or before April 1, 2041.
6. **Record-keeping and reporting.** Tumwater will maintain records of use of water under the Water Rights and shall, upon request, share that information with Lacey. Tumwater will be responsible for fulfilling all reporting requirements

relating to use and exercise of rights to the Transfer Assets as may be required by law or regulation or by agreements between the Parties or the Cities.

- 7. Quitclaim of Interests in Assets.** Lacey will retain ownership of the Transfer Assets until re-perfection of the Water Rights by full beneficial use of water under the Water Rights (“Re-perfection”), as required by Section III(C) of the MOA. On or before April 1, 2041, Tumwater will notify Lacey of Re-perfection by letter, with supporting documentation. Following receipt of Tumwater’s letter, Lacey will quitclaim its interest in the Transfer Assets to Tumwater. Following execution and delivery, the written instrument or instruments transferring title to the Assets will be filed with the Thurston County Auditor’s Office and additional notice provided as may be required by law.

8. Miscellaneous Terms.

A. Indemnification & Insurance

Each Party agrees to defend, indemnify and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the indemnifying Party’s performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party’s officers, officials and employees.

B. No Separate Entity Created

This Agreement creates no Joint Board and no separate legal entity.

C. Duration of Agreement

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate upon completion of the tasks necessary to accomplish the purpose of the Agreement.

D. Dispute Resolution

In the event that either Party is concerned that the performance of the other Party is not consistent with the terms of this Agreement, that Party shall promptly notify the other Party of its concerns, and the Parties shall make good faith efforts to address those concerns. If, in the opinion of either Party, additional steps are necessary to resolve the matter, the dispute resolution provisions of the MOA shall apply, which provisions are incorporated herein by reference.

E. Changes to the Agreement

Either Party may request changes to this Agreement; provided, that no change or addition to this Agreement shall be valid and binding upon either Party unless such change or addition is memorialized in a writing signed by both Parties. Any change so approved shall be attached to this Agreement and incorporated as an amendment herein.

F. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of any provisions shall be in the Superior Court of Washington for Thurston County.

G. Entire Agreement.

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes any and all prior agreements oral or otherwise, with respect to the specific subject matter addressed herein.

H. Public Notice

Following execution by the Parties, this Agreement will be filed with the Thurston County Auditor or listed by subject on a public agency's website or other electronically retrievable public source as provided by RCW 39.34.040.

I. Notice to the Parties

Any notice to the Parties required under this Agreement shall be to the address listed below by United States Postal Service, First Class mail, postage prepaid, and shall become effective three days following the date of deposit with the United States Postal Service.

CITY OF LACEY:

Attn: Peter Brooks, Water Resource Manager
P.O. Box 3400
Lacey, WA 98509-3400

CITY OF TUMWATER:

Attn: Dan Smith, Director of Water Resources and Sustainability
555 Israel Road SW
Tumwater, WA 98501

Page 6 of 6

This MOA may be executed in counterpart and/or electronically transmitted signature (.pdf or similar).

THIS AGREEMENT IS HEREBY ENTERED INTO by and between the Parties and shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF LACEY

Rick Walk, City Manager

Date: _____

Approved as to form:

David Schneider, City Attorney

CITY OF TUMWATER

Debbie Sullivan, Mayor

Date: _____

Approved as to form:

Karen Kirkpatrick, City Attorney

TO: Public Works Committee
FROM: Bill Lindauer, Engineering Services Manager
DATE: August 22, 2024
SUBJECT: Fiber Optic Agreement with WSDOT, Amendment 16

1) Recommended Action:

Place the Fiber Optic Agreement with WSDOT Amendment No. 16 on the September 3, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

On July 11, 2005, the City of Tumwater and WSDOT executed an Interlocal Agreement (Contract No. DP01076) for Fiber Optic Cabling. Preservation of this Interlocal Agreement is critical to the success of the City's day-to-day operations, as the fiber optic system provides shared services relied upon by Police, Fire & EMS, IT, and Golf.

Amendment No. 16 addresses fiber optic work on Israel Road from Linderson Way to Capitol Boulevard that is required as part of the Israel Road and Linderson Way Water Main project. The existing fiber optic line in this area was mounted above ground on PSE power poles. As part of the project, all overhead utilities were placed underground which required the fiber optic system to be placed underground as well. In general, the work included rerouting of approximately 2,800 linear feet of fiber optic line on Israel Road from Capitol Boulevard to Linderson Way, installation of a new fiber optic vault at Capitol Boulevard and Israel Road, required splicing and fiber labeling, and removal of the existing overhead fiber optic system. This work was completed by WSDOT's subcontractor INSI at a full sum of \$34,621.91 under WSDOT Contract No. DP01076, Amendment No. 16.

3) Policy Support:

Strategic Priorities and Goals 2023-2024:

C. Create and Maintain a Transportation System Safe for All Modes of Travel.

4) Alternatives:

- ☐ Do not approve Interlocal Agreement Amendment No. 16 and terminate the City's shared fiber optic services.
-

5) Fiscal Notes:

The funds are available in the Fiber Fund for Amendment No. 16 (\$34,621.91).

6) Attachments:

- A. WSDOT Fiber Agreement – DP01076 – July 11, 2005
B. WSDOT Fiber Amendment No. 16

**ATTACHMENT A - WSDOT FIBER AGREEMENT
- DP01076 - July 11, 2005**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into in duplicate on July 11, 2005, between the City of Tumwater (City), and the Washington State Department of Transportation (WSDOT).

RECITALS

WHEREAS, the City owns underground conduit within the right-of-way of its urban core as further shown on **Attachment A**, attached hereto and by this reference made a part hereof (Conduit);

WHEREAS, WSDOT has identified a need to use the Conduit for purpose of installing, operating, and maintaining fiber optic cable to be used by WSDOT for transportation purposes and WSDOT has the fiber optic cable, personnel, and expertise to install, operate, and maintain fiber optic cable in the Conduit;

WHEREAS, the Conduit contains capacity for the WSDOT fiber optic cable and the City is willing to allow WSDOT to install, operate and maintain fiber optic cable in the Conduit in exchange for WSDOT providing fiber optic cable for City use and rendering installation and maintenance services for said fiber optic cable;

WHEREAS, it is in the best interest of the City and WSDOT to enter into this Agreement; and

e. **WHEREAS**, the City and WSDOT are authorized to enter into this Agreement pursuant to RCW 39.34.030.

NOW THEREFORE, THE CITY AND WSDOT MUTUALLY AGREE AS FOLLOWS:

1. **Consideration.** As consideration for the use of City rights-of-way, Conduit, and innerduct, WSDOT agrees:

A. to provide the City exclusive use of portions of the WSDOT fiber optic cable amounts, (number of strands) and locations as shown in **Attachment A**, attached hereto and by this reference made a part hereof. The uses of all strands of the fiber optic cable provided by WSDOT will be determined by the City; and

B. to provide the City splice points for WSDOT-provided fiber spurs/extensions into City owned buildings and within locations shown as the fiber route included in **Attachment A**. Splice points shall consist of installing a manhole or handhole out of the roadway on the side of the street closest to the facility, together with 100 feet of slack; however, if fiber optic cable is being place aerially, WSDOT will install a splice box at the pole closest to the facility. WSDOT will provide splice points for fiber optic cable that the City may extend to the following facilities:

Emergency Operation Center (EOC) (4 strands); Tumwater City Hall (60 strands); Tumwater Old Town Center (24 strands); Tumwater Valley (12 strands); and the WSDOT HQ Building on Capital Campus (4 strands); ~~the Department of Information Services (DIS) (4 strands);~~ Fire Department at Linwood Avenue (6 strands); East Olympia connection (4 strands); and

C. WSDOT agrees to place the fiber in a 1-inch conduit and install at its expense two additional 1-inch conduits (together with pull strings) for City ownership and future use, if the existing City-owned conduit does not contain an innerduct. All conduit, innerduct, and manholes installed in City rights-of-way will become City property. Any manholes and conduit placed in City rights-of-way shall be sized for a minimum of four users; and

D. WSDOT agrees to provide the above-referenced fiber optic cable and splice points for the City's use within the City's boundaries within six months of the date of execution of this Agreement. WSDOT agrees to provide the above-referenced fiber optic cable and splice points for the City's use outside the City's boundaries within ^{48 ~~24~~ CT 7-11-05} months of the date of execution of this Agreement; and

E. perform periodic/as-needed maintenance, and make repairs to the fiber optic cable installed under this Agreement. This maintenance and repair obligation does not extend beyond the equipment and fiber optic cable installed at the splice points referenced in Section 1. B. herein .

2. **Location.** WSDOT may install and maintain fiber optic cable in the amount (number of strands) at the locations shown on **Attachment A**.

3. **Installation Requirements.**

A. Before commencing any work under this Agreement, WSDOT will first file with the City an application for a permit for construction within City rights-of-way. WSDOT must provide drawings showing the position and location of all fiber, and any equipment, if any, including depth or height, that it proposes to place within the Conduit.

B. WSDOT must obtain construction permits from the City prior to performing any installation work within the City rights-of-way. The City shall waive any and all fees associated with such construction permits, which approval of such permit by the City shall not be unreasonably withheld or delayed. WSDOT must install all fiber optic cable in accordance with federal, state, and local requirements. WSDOT must also comply with applicable City

ordinances and Development Guidelines, and the current version of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction.]Before commencing any construction in the City's rights-of-way, WSDOT must comply with all applicable requirements of Chapter 19.122 RCW, the One Number Locator Service.

C. WSDOT may not locate or maintain its fiber optic cable so as to interfere with the use of the City rights-of-way by the general public, or other persons authorized to use or be present in or upon the City rights-of-way. All WSDOT equipment causing such interference must be moved by WSDOT at its expense to a location approved by the City Engineer.

4. Relocation Requirements.

A. WSDOT will relocate its fiber optic cable installed under this Agreement within the Conduit, as well as fiber optic cable in any aerial locations, at its own expense, in order to accommodate future changes in street grade, street standards, and improvements within the rights-of-way, utility construction or maintenance by the City.

B. The City shall be responsible for all relocation costs associated with the relocation of the conduit.

C. WSDOT may not permanently occupy or use the City rights-of-way. This Agreement conveys to WSDOT no title or interest in the City rights-of-way. Upon expiration or termination of this Agreement by the City Council, WSDOT must, at the sole discretion of the City, either: (1) remove its fiber optic cable from the City rights-of-way at its own expense; or (2) disconnect (unlight) its fiber and deed the same to the City at no expense to the City. The City's exercise of

discretion will be made in writing, by notice to WSDOT, provided pursuant to Section 11, herein.

5. Limitations of Use.

A. This Agreement does not grant WSDOT any right to exclude others from the City rights-of-way. The City has the exclusive right to grant permits, licenses, leases, or franchises to other persons or entities to use the City rights-of-way for similar or different purposes.

B. WSDOT is not authorized to use the Conduit beyond the use provided by this Agreement. This Agreement does not authorize WSDOT to provide telecommunications or cable service to potential customers, but WSDOT may provide dark fiber to other government agencies.

6. Maintenance and Repair.

A. WSDOT may maintain or repair its fiber optic cable, but must comply with all City rules and regulations, and obtain the required City permits prior to any work within City rights-of-way, which approval of such permits by the City shall not be unreasonably withheld or denied. For emergency after hour's repairs, permits will not be required; however, WSDOT shall inform the City as soon as possible of any emergency work performed, and shall provide all relevant information such as, but not limited to, the nature of the emergency, the locations where repairs were performed, and whether continuing work is required.

B. WSDOT will at all times employ ordinary care and install and maintain and use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or workers. All structures and all lines,

equipment and connections in, over, under, and upon City rights-of-way will at all times be kept and maintained in a safe, suitable condition, and in good order and repair. The City reserves the right to see that WSDOT equipment is constructed and maintained in a safe condition. If a violation of the National Electrical Safety Code or other regulation is discovered by the City, the City will discuss the matter with WSDOT and establish a reasonable time for WSDOT to make necessary repairs. If the repairs are not made within the established time, the City may make the repairs itself or have them made and collect all actual costs for such repair from WSDOT.

C. WSDOT must cooperate with the City and all permittees, grantees, and users of the City rights-of-way to coordinate construction in the City rights-of-way. By February 1 of each year, WSDOT must provide the City with a schedule of its proposed construction activities, if any. WSDOT agrees to meet with City officials to coordinate construction and minimize disruption to the public.

D. Before either party performs any work on or within the Conduit, it will give notice to the other party under **Section 11**. Either party doing work on or within the Conduit will do so with due care in accordance with established practices and only use trained personnel. Hours of operation for normal construction and maintenance will comply with TMC 8.08.030(G), or specified on the City permit. The City may have a representative observing WSDOT work.

E. WSDOT will maintain all the fiber optic cable placed in the City's conduit, or aurally, up to the splice points referenced herein in Section 1. B.

7. **Optional Work.** If requested by the City, WSDOT may install the fiber spurs from WSDOT's direct fiber path shown at **Attachment A** into the facilities identified in **Section 1.B**

above; Provided, that (a) the actual direct and related indirect costs of installation of the fiber spurs shall be at the City's expense; (b) the terms and conditions of such work shall be by separate written agreement.

8. **Term.** The term of this Agreement shall commence upon execution by both parties and shall terminate twenty (20) years from the commencement date. At the end of this term, the parties may extend this Agreement under terms and conditions then agreed. If this Agreement is not extended, WSDOT must remove its fiber optic cable from the Conduit within thirty (30) days of the end of the term at its own expense.

9. **Liability.**

A. To the extent allowed by law, WSDOT agrees to defend, indemnify, and hold harmless the City, and its elected and appointed officials, officers, employees, and agents, from any and all claims, costs, judgments, awards, or liability to any person arising from any act or omission of WSDOT, its agents, servants, officers, or employees relating to WSDOT's installation, maintenance, and repair of or damage to the WSDOT fiber optic cable in the Conduit and likewise the City agrees to hold harmless WSDOT for any act or omission relative to the City's installation, maintenance, and repair or damage to the WSDOT or other installed fiber optic in the City's conduit..

B. WSDOT further agrees that the above-referenced defense, indemnification and hold harmless provision applies to any claim against the City based upon the City's permitting WSDOT's use of the City's rights-of-way, or from the City's inspection, acceptance, or lack of inspection of work performed by WSDOT on the City's rights of way. The above-referenced

defense, indemnification and hold harmless provision also applies to claims against the City arising from any WSDOT act or omission relating to barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work on the City's rights-of-way.

C. If WSDOT does not defend any claim tendered by the City under the above-referenced indemnification provisions, then WSDOT agrees to pay all of the City's reasonable costs of defense of the claim, including expert witness fees, attorneys' fees and costs and any subsequent judgment or award in which WSDOT is determined to be at fault.

D. WSDOT specifically assumes potential liability for actions brought by WSDOT's own employees against the City and, solely for the purpose of this indemnification and defense, WSDOT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the parties.

E. The obligations in this Section shall not include such claims, costs, damages, or expense to the extent caused by the acts of the City or its authorized agents, employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent acts of (a) WSDOT, its agents, servants, officer, or employees, and (b) the City, its elected and appointed officials, officers, employees, or agents, or involves those actions covered by Ch. 4.24.115 RCW, the above-referenced indemnity provisions shall be valid and enforceable only to the extent of the acts of WSDOT or WSDOT's agents, servants, officers, or employees.

F. WSDOT releases and waives any and all claims against the City and agents for damage to or destruction of WSDOT's equipment located in the City rights of way except for

damage determined to be the result of the sole negligence or willful or malicious act of the City, its agents, servants, officers or employees. WSDOT further agrees to defend, indemnify and hold harmless the City and its agents, servants, officers or employees against any claim for damages to its equipment located in the City rights of way, including business interruption damages as the result of any interruption of service due to such damage or interruption.

G. The indemnification provisions of this Section do not apply to work done by WSDOT at the request of the City as provided in Section 7 herein; wherein such work shall be governed by a separate Agreement between the parties.

H. The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. **Insurance.** The City acknowledges that by statute WSDOT is self-insured. WSDOT agrees to provide evidence acceptable to the City of its self-insured status demonstrating that the coverage provided meets or exceeds that described below.

A. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:

1. \$3,000,000.00 for bodily injury or death to each person;
2. \$3,000,000.00 for property damage resulting from any one accident; and
3. \$5,000,000.00 per occurrence.

B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000.00 for each person and \$3,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00;

D. Comprehensive for premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$3,000,000.00.

11. **Notices.** Wherever in this Agreement written notices are to be given or made, they will be served, personally delivered or sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party. Notice must be addressed as follows:

City of Tumwater
c/o Doug Baker, City Administrator
555 Israel Road SW
Tumwater, WA 98501

WSDOT
c/o Dennis L. DeFries
Office of Information Technology
809 Legion Way / P.O. Box 47430
Olympia, WA 98504-7430

12. **Termination.** If this Agreement is terminated by either party, the City Council will, at its sole discretion, elect to require either: (1) that WSDOT remove the fiber optic cable from City rights-of-way at WSDOT expense; or (2) that WSDOT disconnect (unlight) its fiber optic cable and deed the cable to the City, at no expense to the City.

A. Termination by the City:

This Agreement may be terminated by the City for the following reasons:

(1) Construction or operation within a City rights-of-way without specific City approval and the necessary permit;

(2) Construction or operation at a location without specific authorization;

(3) Misrepresentation by WSDOT in any application or written or oral statement relied on by the City in making a decision to grant, review or amend any authorization under the City Code;

(4) Abandonment by WSDOT of WSDOT-owned equipment within the City rights-of-way;

(5) Failure by WSDOT to relocate or remove WSDOT-owned equipment as required by this Agreement;

(6) Failure by WSDOT to pay fees or costs when due the City;

(7) Violation by WSDOT of any material provision of the City Code applicable to the work performed under this Agreement; and

(8) Violation by WSDOT of any material term of this Agreement.

B. If the City believes that grounds exist for termination of this Agreement, WSDOT will be given written notice of the apparent violation or noncompliance. It will be a short and concise statement of the nature and general facts of the violation or noncompliance. WSDOT will have a reasonable time not exceeding thirty (30) days to provide evidence:

(1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;

(2) That rebuts the alleged violation or noncompliance; or

(3) That it would be in the public interest to impose some penalty or sanction less than termination.

C. If WSDOT fails to provide evidence satisfactory to the City, the apparent violation or non-compliance will be considered by the City Council. The City Council will provide WSDOT with notice and a reasonable opportunity to be heard on the matter.

D. If the City Council determines that WSDOT willfully violated or failed to comply with any of the provision of this Agreement or failed to comply with any notice given WSDOT by the City, then at its discretion the City Council may terminate this Agreement. The City Council may use the following factors in analyzing the nature, circumstances, extent, and gravity of the violation and in making its determination under this Section:

- (1) Whether the misconduct was egregious;
- (2) Whether substantial harm resulted;
- (3) Whether the violation was intentional;
- (4) Whether there is a history of prior violations of the same or other requirements;
- (5) Whether there is a history of overall compliance; and
- (6) Whether the violation was voluntarily disclosed, admitted or cured.

E. Termination by WSDOT. WSDOT may terminate this Agreement without penalty upon not less than thirty (30) days prior written notice for any reason.

13. Use of Private Property. When directed by the City, WSDOT will post a notice stating the nature and location of work at least 24 hours prior to entering private property or

private streets or public easements adjacent to or on such private property to perform new construction or reconstruction. A door hanger may be used to comply with the notice and posting requirements of this Section. This Agreement does not authorize WSDOT to unlawfully enter or construct improvements upon private property.

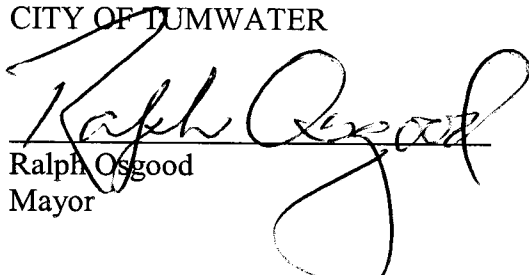
14. Severability. If any provision of this Agreement is held invalid by a federal or state court the remainder of this Agreement is not affected.

15. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between WSDOT and the City. No term of provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

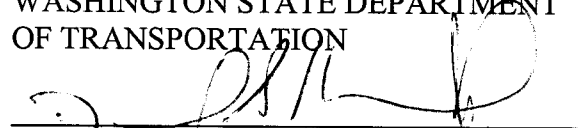
16. Filing with Auditor. Prior to its entry into force, this Agreement shall be approved by the City Council of Tumwater, and filed with the Thurston County Auditor.

17. Authorized Signatures. The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

CITY OF TUMWATER


Ralph Osgood
Mayor

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION


Signature

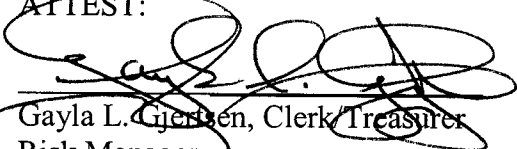
Printed Name:

David S. Hammel

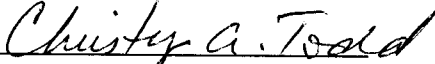
Title:

Director of OIT

ATTEST:

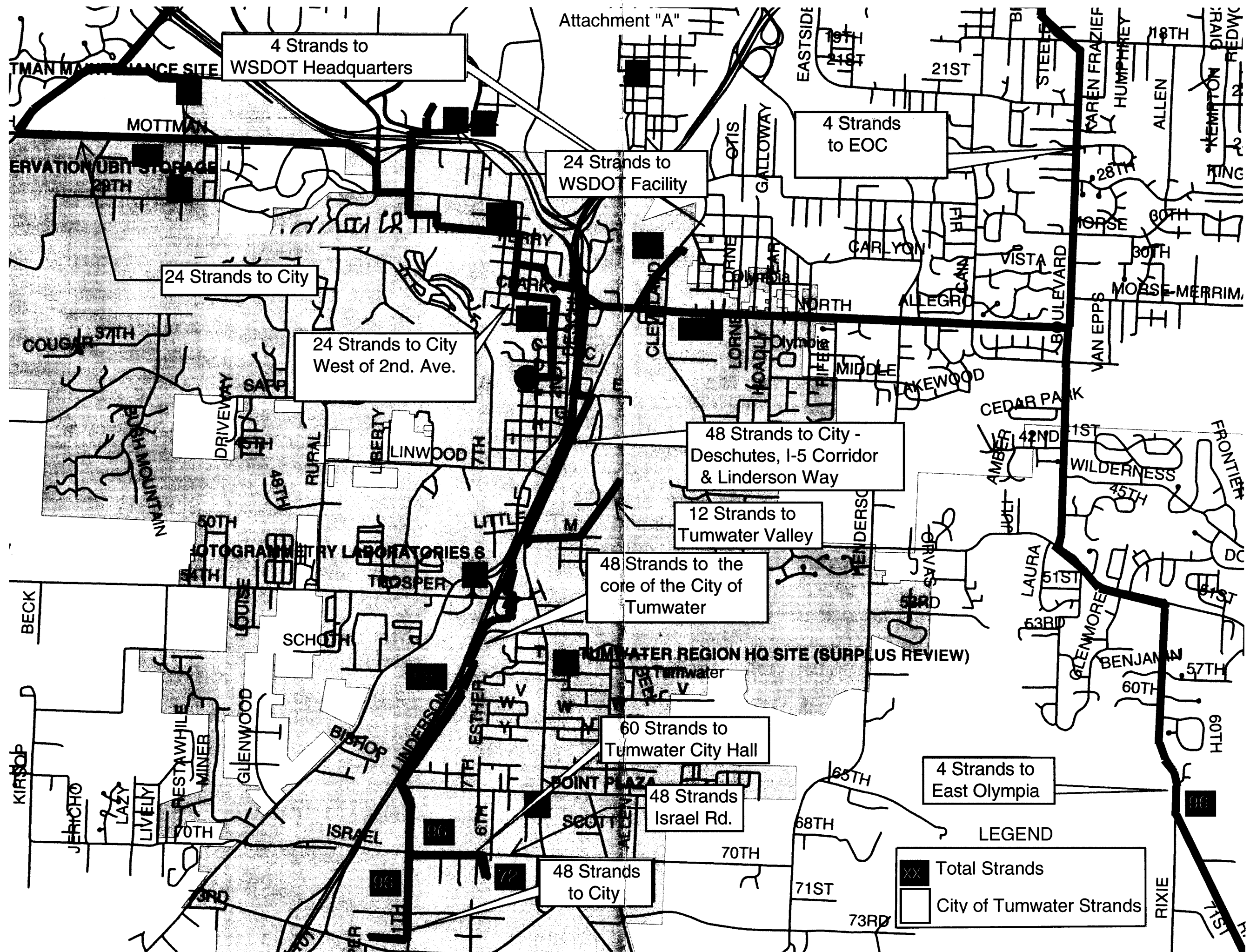

Gayla L. Gjerdalen, Clerk/Treasurer
Risk Manager

APPROVED AS TO FORM:


Christy A. Todd, City Attorney

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**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 2

AMENDMENT NO. 2 is entered into by and between City of Tumwater, and the Washington State Department of Transportation ("WSDOT").

This contract is amended as follows:

1. PURPOSE

The purpose of this amendment is for the reimbursement of fiber work completed on DP00984 Wiseman Utilities, Inc. amendment 15 on behalf of the Department of Licensing. The City of Tumwater has agreed to pay the remaining amount owed by the Department of Licensing for this work.

This fiber work extends WSDOT fiber to DOL facilities from the existing cable Vault at the intersection of Israel Road and Linderson Way, along Linderson Way to Tumwater Boulevard, down Tumwater Boulevard to Old Hwy 99, then along Old Hwy 99 to 79th Avenue and into DOL facilities.

This will utilize City of Tumwater existing conduits, installing cable vaults in locations specified by the project manager. In addition, the City of Tumwater will retain ownership of the two installed innerducts purchased on Wiseman Amendment 15. Fiber count will be 156 strands as per provided in the bid of which 60 will be for City of Tumwater. Remaining fiber strands will be for WSDOT usage.

2. COST

Estimated costs are as outlined in the attached email quote. Total costs under this amendment shall not exceed \$33,265.68.

3. REIMBURSEMENT

Reimbursement must be made to WSDOT within two weeks of receipt of invoice or no later than June 30, 2007, whichever date is sooner.

Amendment 2

DP01076

Page 2

4. PERIOD OF PERFORMANCE

This contract is in effect until July 11, 2025.

OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL
FORCE AND EFFECT.

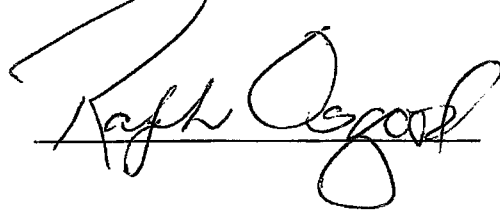
Washington State
Department of Transportation



Grant Rodeheaver, Acting Director
Office of Information Technology

5-16-07
Date

City of Tumwater



May 29, 2007
Date



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
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Contract No. DP01076

Washington State Department of Transportation

Amendment No. 4

AMENDMENT NO. 4 is entered into by and between City of Tumwater, and the Washington State Department of Transportation ("WSDOT").

This contract is amended as follows:

1. PURPOSE

The purpose of this amendment is for the installation of fiber optic cable for the Town Center Facility located at 243 Israel Road; Tumwater WA, 98501. Fiber installation work will be completed on DP00984 Wiseman Utilities, Inc. amendment 17. Please see Exhibit A for Vault locations listed under Section 2-D.

2. STATEMENT OF WORK

- A. WSDOT will set aside a new tube of 12 strands for Thurston County of which 10 strands are for future use. This 12 strand tube shall start from the Deschutes Cabinet located at I-5 Mile Post 104 through City of Tumwater splice points at Lee Street Vault, Israel Road / Linderson Road Vault, Capital Way / 79th Avenue Vault and terminate at Thurston County Shop located at 9700 Tilley Road.
- B. Two (2) of twelve (12) strands shall be activated from Thurston County Shop at 7900 Tilley Rd to the Deschutes Cabinet located at I-5 Mile Post 104. Payment for all splicing and terminating for the two strands are included under WSDOT's Wiseman Utilities Inc. Contract DP00984 Amendments 15 and 16.
- C. The City of Tumwater shall have the option to purchase the fiber at a value determined according to Subsection iv below should Thurston County need the remaining 10 strands from the Deschutes Cabinet through to the Thurston County Shop located at 9700 Tilley Road.
 - i. WSDOT shall be responsible for contracting with a qualified Vendor for the splicing, terminating and activating the remaining 10 strands.
 - ii. Thurston County shall be responsible for payment to City of Tumwater for all splicing, terminating and activating the remaining 10 strands.
 - iii. City of Tumwater shall be responsible for reimbursing WSDOT for the cost of the splicing, terminating and activating the remaining 10 strands on behalf of Thurston County.

Amendment 4
DP01076
Page 2

- iv. Fiber value shall be determined by the following formula:
Total Paid Cost of 10 strands of fiber from Wiseman Amendment 17 adjusted for inflation.

D. WSDOT shall provide and install a 96 strand fiber from City Hall Telco Room located at Vault #1 to Vault #6 located at GPS coordinate 46.98501 N 133.90771 W.

- i. WSDOT will provide slack loop and a splice case in Vault #4.
- ii. WSDOT will install one (1) 4" conduit from Vault #4 to Vault #5 located in the parking lot of City of Tumwater Facilities Building located at 7007 Capital Boulevard; Tumwater, WA 98501.
- iii. WSDOT will install two (2) 1" innerducts installed in the 4" conduit from Vault #4 to Vault #7 located on the east side of Capital Blvd.
- iv. WSDOT will install one (1) 4" conduit from Vault #6 to Vault #7
- v. City of Tumwater shall install a signal cabinet next to Vault #4.
- vi. 72 of the 96 strand fiber shall be owned by the City of Tumwater.
 - 1. WSDOT will terminate 12 strands from City Hall to Vault 4 located at GPS coordinate 46.98501 N 133.90771 W.
 - 2. WSDOT will splice 12 strands with an additional 50 foot slack loop of the 96 strand at Vault #4.
- vii. 24 of the 96 strand fiber shall be owned by WSDOT.
 - 1. WSDOT will splice 6 of the 12 strands in at Vault #4 on incoming fiber from the Israel Road / Linderson Rd Vault back to the Deschutes Cabinet located at I-5 Mile Post 104 and over to the Towne Center facility located at 243 Israel Road for WSDOT staff at that site.

3. COST

WSDOT shall pay \$ 47,293.00 plus applicable taxes for the work referenced above. Work shall be completed by WSDOT Contractor Wiseman Utilities Inc. on Amendment 17. The quote is attached as Exhibit B.

Amendment 4
DP01076
Page 3

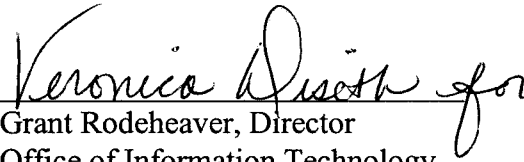
4. PERIOD OF PERFORMANCE

Work shall be completed by March 1, 2008.

This contract is in effect until July 11, 2025

OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL
FORCE AND EFFECT.

Washington State
Department of Transportation




Grant Rodeheaver, Director
Office of Information Technology

1/16/2008

Date

City of Tumwater

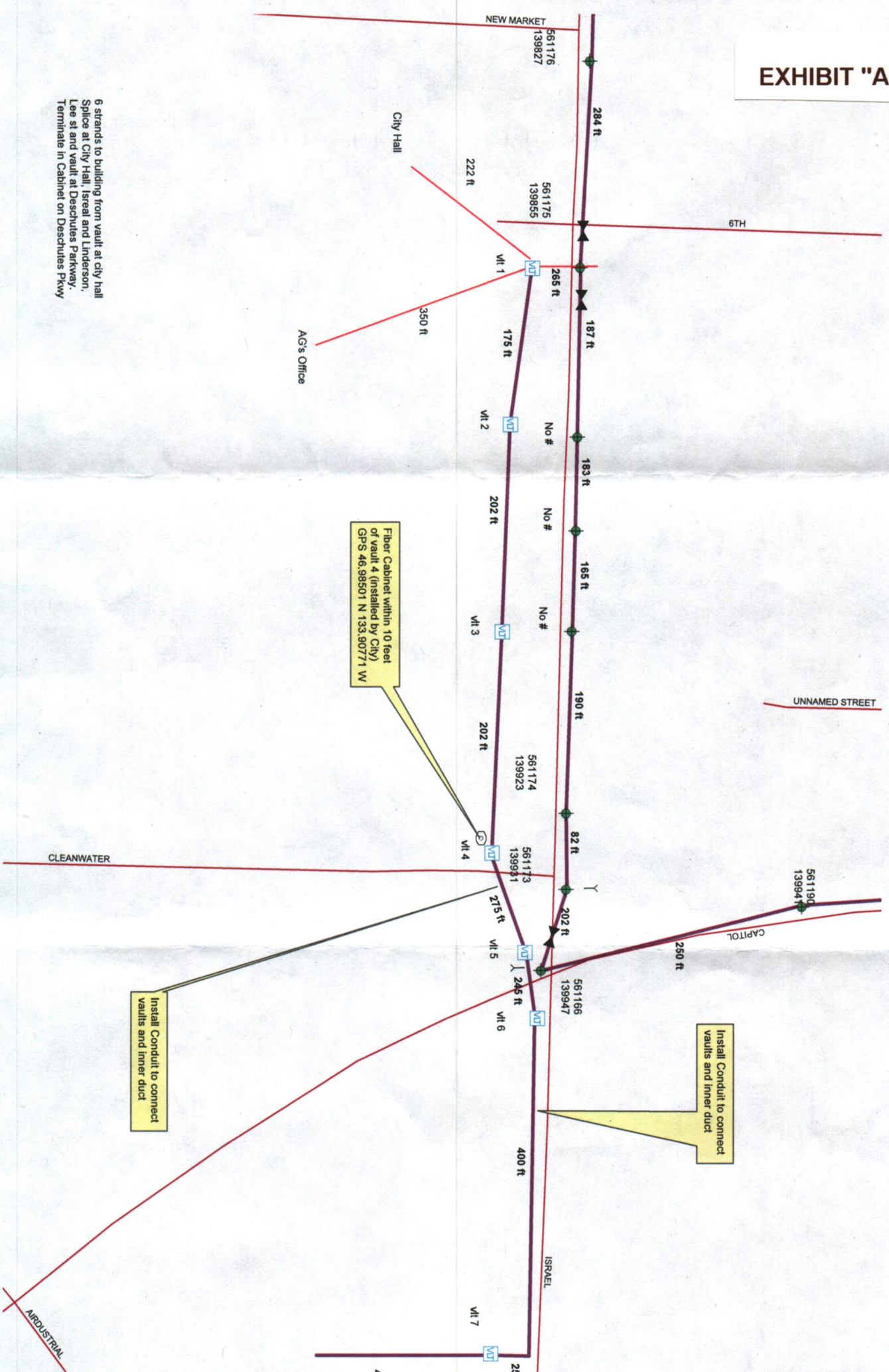


Ralph Osgood, Mayor

1/25/08

Date

EXHIBIT "A"



6 strands to building from vault at city hall
Splice at City Hall, Israel and Linderson,
Lee st and vault at Deschutes Parkway,
Terminate in Cabinet on Deschutes Pkwy

Wiseman Utilities Inc.
 417 101st Ave SW
 Olympia WA 98512
 (360) 705-0511
 (360) 754-1537 fax
admin.wiseman@comcast.net

EXHIBIT "B"

October 4, 2007

WSDOT Bid Proposal

Subject: Towne Center Bid Proposal-3

Place 96ct. fiber from vault at City Hall to vault on east side of Capitol Blvd.	\$ 3,250.00
Bore 675 ft. 1-4" HDPE and repair asphalt to enter vaults.	28,350.00
Pull 6ct. 1000 ft. with locate wire in existing duct	1,500.00
Install two innerducts approx. 1500	2,625.00
Splice, test and terminate fiber. Install patch panel, re-enter splice case, install connectors, pig tails, bulkheads. 12 strands for City out of 96 ct. 6 strands for WSDOT. Re-open splice cases at 4 locations	<u>11,568.00</u>
Subtotal	\$ 47,293.00
WSST 8.4%	<u>3,972.62</u>
Total	\$ 51,265.62



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Contract No. DP01076

Washington State Department of Transportation

Amendment No. 6

AMENDMENT NO. 6 is entered into by and between City of Tumwater, and the Washington State Department of Transportation ("WSDOT").

This contract is amended as follows:

1. PURPOSE

The purpose of this amendment is for the reimbursement of fiber work completed on WSDOT Contract DP00984 with Wiseman Utilities, Inc. Amendment 23 (Attachment A-1) on behalf of Thurston County per the attached quote (Attachment A-2) and diagram (Attachment A-3), herein incorporated by this reference.

The fiber count will be 216 strands as per Attachment A-2 of which 48 will be for City of Tumwater, 48 strands will be for Thurston County and 48 strands for the City of Olympia. The remaining 72 fiber strands will be for WSDOT usage.

Wiseman Utilities shall also install two (2) innerducts per Amendment 23 (Attachment A-1) from MP 104 Cabinet to Thurston County Courthouse. A third innerduct will be installed from the new vault on Deschutes Parkway to Thurston County Courthouse. The Cities of Olympia and Tumwater shall determine ownership of innerducts installed on Amendment 23 (Attachment A-1).

2. COST

Estimated costs are as outlined in the attached quote. Total costs under this amendment shall not exceed \$57,625.00, plus applicable taxes.

3. REIMBURSEMENT

Reimbursement must be made to WSDOT within thirty (30) days of receipt of invoice.

Amendment 6
DP01076
Page 2

4. PERIOD OF PERFORMANCE

This contract is in effect until July 11, 2025.

OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL
FORCE AND EFFECT.

Washington State
Department of Transportation

Veronica Diseth

Grant Rodeheaver, Director
Office of Information Technology

8/4/08

Date

City of Tumwater

Ralph Osgood
Ralph Osgood, Mayor

8/7/08

Date

Contract No. DP00984**Washington State Department of Transportation****Amendment No. 23**

AMENDMENT NO. 23 is entered into by and between Wiseman Utilities, Incorporated and the Washington State Department of Transportation ("WSDOT").

1. PURPOSE

This amendment is for the Thurston County Courthouse fiber build. The fiber build will begin at I-5 Milepost 104 cabinet and extend to the Thurston County Courthouse as indicated on Attachment A.

2. COST

Estimated costs for this amendment is outlined in the attached email. Total costs for this amendment shall not exceed \$62,625.00, plus applicable taxes.

3. PERIOD OF PERFORMANCE

The work outlined in this amendment shall be completed within thirty (30) days of the last signature date.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

**Washington State
Department of Transportation**

Wiseman Utilities, Inc.

Grant Rodeheaver, Director
Office of Information Technology

Kevin Wiseman

Date

Date

DP00984

1

Amendment 23

WISEMAN UTILITIES INC

417 101st Ave SW
 Olympia WA 98512
 (360) 705-0511
 (360) 754-1537 Fax

DP01076 Amendment 6
 Attachment A-2

PROPOSAL

JOB NAME: Deschutes Pkwy to TC Courthouse Tumwater #2

Scope of Work:**Footages:**

Pig tail in bldg 1 - 50 feet
 In conduit in bldg 1 - 175 feet
 Bldg to pull boxes 75 feet
 Pull Box to Pull Box - 300 feet
 Existing Pull box to New Pull box - 75 feet
 Down Hill - 1240 feet - 3 inner ducts (1 w/fiber 2 empty)
 Leg 1 Deschutes Pkwy - 740 - 2 inner ducts (1 w/fiber 1 empty)
 Leg 2 Deschutes Pkwy - 1000 - 2 inner ducts (1 w/fiber 1 empty)
 Leg 3 Deschutes Pkwy - 712 - 2 inner ducts (1 w/fiber 1 empty)
 Leg 4 Deschutes Pkwy - 1000 - 2 inner ducts (1 w/fiber 1 empty)
 Leg 5 Deschutes Pkwy - 920 - 2 inner ducts (1 w/fiber 1 empty)
 Leg 6 Deschutes Pkwy - 50 - 2 inner ducts (1 w/fiber 1 empty)
 Leg 7 Deschutes Pkwy - 375 - 2 inner ducts (1 w/fiber 1 empty)
 Leg 8 Deschutes Pkwy - 1000 - 2 inner ducts (1 w/fiber 1 empty)
 Pull box to Vault - 75 feet
 Pig tail, vault - Cabinet - 75 feet

Splicing / Panels:

Splice 24 strands from Court House to Cabinet, have port availability for all strands in 19 inch rack mount panels at each end (do not need bulkheads but rack must have enough capacity for all strands)
 100 foot coils of fiber in each vault

3 inner ducts installed into conduits
 Along Deschutes Parkway and up hill to Courthouse
 6 new vaults

Fiber footage total: 8637 feet

Subtotal	\$ 62,625.00
WSST 8.4%	5,260.50
Total	\$ 67,885.50





**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P O Box 47300
Olympia, WA 98504-7300

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TTY 1-800-833-6388
www.wsdot.wa.gov

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 7

AMENDMENT NO 7 is entered into by and between City of Tumwater, and the Washington State Department of Transportation ("WSDOT")

This contract is amended as follows

1 PURPOSE

The purpose of this amendment is to document the WSDOT Olympic Region Point Plaza Facility fiber build to be completed on WSDOT Contract DP00984 Wiseman Utilities, Inc Amendment 25 attached as Attachment A and herein incorporated by this reference.

2 COST

Total cost of this amendment shall be zero dollars and zero cents (\$0 00)

3 PERIOD OF PERFORMANCE

The period of performance for this amendment shall be the last signature date.

This contract is in effect until July 11, 2025

**OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL
FORCE AND EFFECT**

**Washington State
Department of Transportation**

Grant Rodeheaver, Director
Office of Information Technology

3-25-08

Date

City of Tumwater

Ralph Osgood, Mayor

April 8, 2008

Date



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia WA 98504-7300
360-705-7000
TTY 1-800-833-6388
www.wsdot.wa.gov

Contract No. DP00984

Washington State Department of Transportation

Amendment No. 25

AMENDMENT NO. 25 is entered into by and between Wiseman Utilities, Incorporated and the Washington State Department of Transportation ("WSDOT")

1 PURPOSE

This amendment is for a fiber build from Tumwater City Hall located at 555 Israel Road S.W., Tumwater, WA 98501 to WSDOT Olympic Region Point Plaza Facility located at 6639 Capital Blvd, Tumwater, WA 98501 as outlined on the attached diagram (Attachment A). The fiber build will include:

- extending a 6 ct. fiber strands from Tumwater City Hall to WSDOT Olympic Region Point Plaza facility; and
- splicing and terminating fiber from Tumwater City Hall vault, Israel and Linderson vault, Lee Street vault and Deschutes Parkway cabinet as indicated on Attachment A.

2. COST


Estimated costs for this amendment is outlined in the attached quote. Total costs for this amendment shall not exceed \$16,715.00, plus applicable taxes

3 PERIOD OF PERFORMANCE

The work outlined in this amendment shall be completed within 30 days of the last signature date.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT

Washington State
Department of Transportation



Grant Rodeheaver, Director
Office of Information Technology

Wiseman Utilities, Inc.

Kevin Wiseman

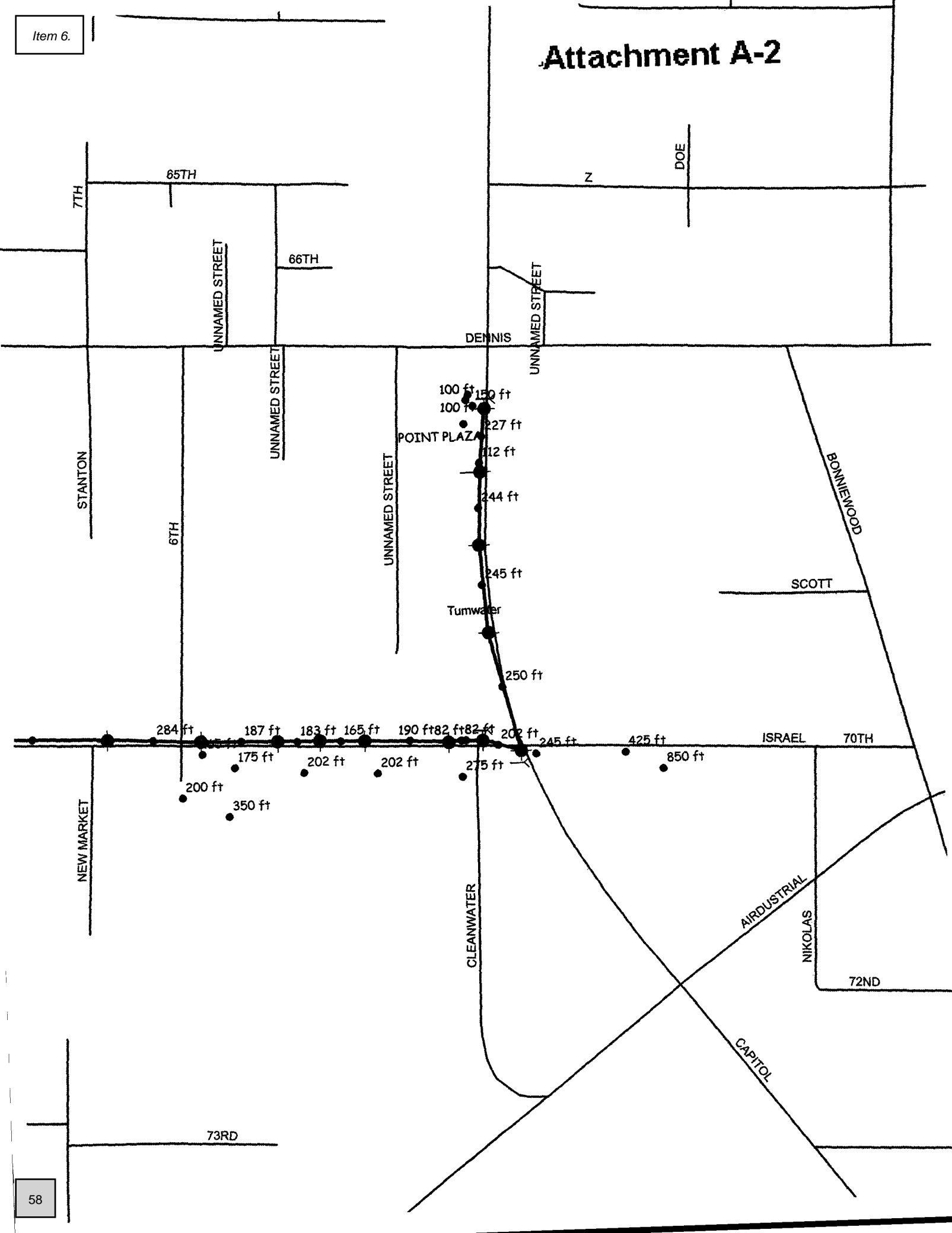
Date

DP00984

Date

Amendment 25

Attachment A-2





**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P O Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY 1-800-833-6388
www.wsdot.wa.gov

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 8

AMENDMENT NO 8 is entered into by and between City of Tumwater, and the Washington State Department of Transportation ("WSDOT").

This contract is amended as follows.

1 PURPOSE

The purpose of this amendment is to document the WSDOT GEO Services Office fiber build to be completed on WSDOT Contract DP00984 Wiseman Utilities Inc. Amendment 26 attached as Attachment A-1 and Attachment A-2, herein incorporated by this reference.

Per the attached Attachment A-1, one (1) 2 inch conduit shall be for the City of Tumwater use only

WSDOT shall install one pole box, for the conduit identified above, at the base of the pole located in front of 818 79th Avenue; Tumwater WA.

2. COST

Total cost of this amendment shall be zero dollars and zero cents (\$0 00).


3 PERIOD OF PERFORMANCE

The period of performance for this amendment shall be the last signature date.

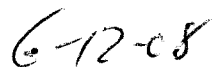
This contract is in effect until July 11, 2025

OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT

**Washington State
Department of Transportation**

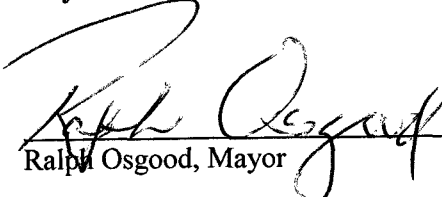


Grant Rodeheaver, Director
Office of Information Technology

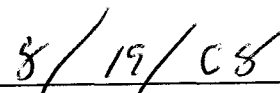


Date

City of Tumwater



Ralph Osgood, Mayor



Date

**DP01076 Amendment 8
Attachment A-1****Contract No. DP00984****Washington State Department of Transportation****Amendment No. 26**

AMENDMENT NO 26 is entered into by and between Wiseman Utilities, Incorporated and the Washington State Department of Transportation ("WSDOT").

1 PURPOSE

This amendment is for a fiber build for voice and data connectivity from State Route 99 to the new GEO Services Office located at 818 79th Avenue in Tumwater, WA as outlined on the attached diagram (Attachment A). The scope of work will include:

- Placing two (2) 2 inch conduit from the vault located at 79th Avenue and Capitol Blvd; Tumwater WA to a pole located in front of 818 79th Avenue; Tumwater WA,
- Placing a 12 strand single mode fiber from the GEO Services Office Building to the vault located at 79th Avenue and Capitol Blvd,
- Splicing a 6 ct. pigtail at GEO Services Office Building and installing a fiber patch panel,
- Re-entering the splice case at the vault located on the west side of State Route 99 and splicing 6 fibers to the black tube 7 - 12, and
- Splicing 6 fibers in the vaults located at Israel and Linderson Way, Lee Street, and the I-5 cabinet at MP 104

2. COST

Estimated costs for this amendment is outlined in the attached quote. Total costs for this amendment shall not exceed \$33,253 00, plus applicable taxes.

3 PERIOD OF PERFORMANCE

The work outlined in this amendment shall be completed within 30 days of the last signature date.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT

**Washington State
Department of Transportation**

Wiseman Utilities, Inc.

Grant Rodeheaver, Director
Office of Information Technology

Kevin Wiseman

Date

Date

DP01076

1

Amendment 8
Attachment A-1





**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

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Contract No. DP01076

Washington State Department of Transportation

Amendment No. 9

AMENDMENT NO 9 is entered into by and between City of Tumwater, and the Washington State Department of Transportation ("WSDOT")

This contract is amended as follows

1 PURPOSE

The purpose of this amendment is for the reimbursement of work performed on WSDOT Contract DP00984 Wiseman Utilities Amendment 16-2 attached as Attachment A-1 and A-2, herein incorporated by this reference. The City of Tumwater on behalf Thurston County is requesting to extend the underground conduit beginning at 79th Avenue, 88th Avenue, North Tilley Road, 93rd Avenue, and South Tilley Road and ending at Thurston County Roads Maintenance Shop located at 9605 Tilley Road SW

2 COST

Estimated costs are as outlined in the attached email quote. Total costs under this amendment shall not exceed \$190,917.00, plus applicable taxes.

3 REIMBURSEMENT

Reimbursement must be made to WSDOT within 30 days of receipt of invoice.

4 PERIOD OF PERFORMANCE

The period of performance for this amendment shall be the last signature date. This contract is in effect until July 11, 2025.

OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT

**Washington State
Department of Transportation**

Bill Ford, Assistant Secretary
Administration

City of Tumwater

Ralph Osgood, Mayor

6-19-08
Date

6/5/08
Date

**DP01076 Amendment 9
Attachment A-1****Contract No. DP00984****Washington State Department of Transportation****Amendment No. 16-2**

AMENDMENT NO 16-2 is entered into by and between Wiseman Utilities, Inc. and the Washington State Department of Transportation ("WSDOT")

This contract is amended as follows

1 PURPOSE

The purpose of this amendment is to extend WSDOT's fiber to the Thurston County Shop Facilities up to SR121 interchange per the attached diagram listed as Attachment 16-2 A.

2. COST

Estimated costs are as outlined in the attached email quote. Total costs under this amendment shall not exceed \$190, 918 00, plus applicable taxes.

3 PERIOD OF PERFORMANCE

This contract is in effect through February 28, 2009

**ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN
FULL FORCE AND EFFECT**

**Washington State
Department of Transportation**

Wiseman Utilities, Inc.

Bill Ford, Assistant Secretary
Administration

Kevin Wiseman

Date

Date

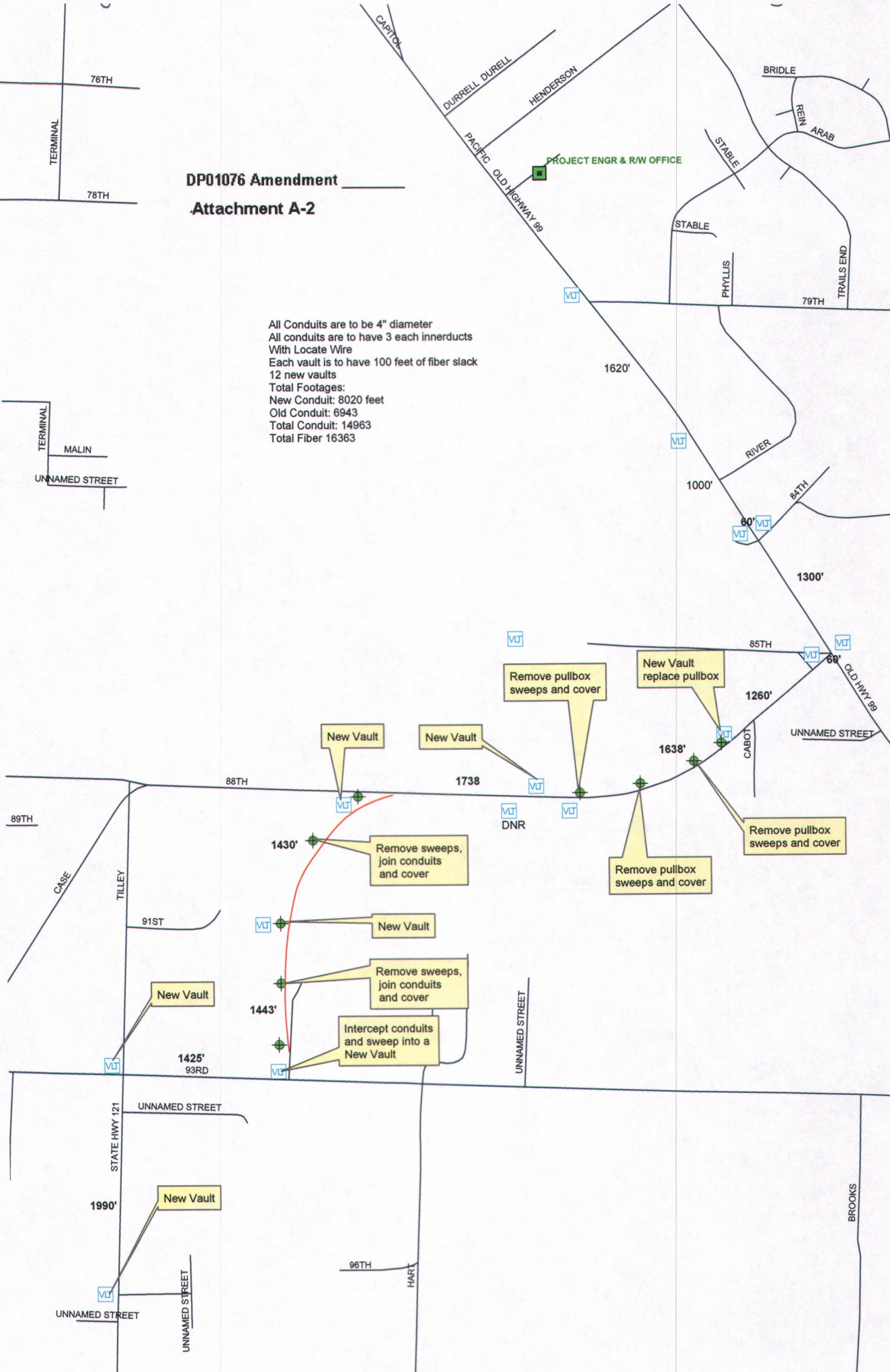
DP01076

1

Amendment 9
Attachment A-1

DP01076 Amendment _____
Attachment A-2

All Conduits are to be 4" diameter
All conduits are to have 3 each innerducts
With Locate Wire
Each vault is to have 100 feet of fiber slack
12 new vaults
Total Footages:
New Conduit: 8020 feet
Old Conduit: 6943
Total Conduit: 14963
Total Fiber 16363





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TTY 1-800-833-6388
www.wsdot.wa.gov

June 23, 2008

City of Tumwater
Attn. Brian Scharber
555 Israel Road S W
Tumwater, WA 98501-6515

RE WSDOT Contract No DP01076
Amendment 9

Dear Mr Scharber

Enclosed is one (1) originals of the above referenced Contract Amendment with Washington State Department of Transportation (WSDOT) Please retain this original for your records.

Feel free to contact me at barryja@wsdot.wa.gov or (360) 705-7547 if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Jaylene Barry".

Jaylene Barry, Contracts Administrator
Administrative Services Contracts

Enclosures



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

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Contract No. DP01076

Washington State Department of Transportation

Amendment No. 10

This is AMENDMENT No. 10 (**Amendment**) to that certain agreement entitled Fiber Optic Cabling *NO. DP01076*, dated July 11, 2005, between the Washington State Department of Transportation (“WSDOT”) and the City of Tumwater (“**City**”), as amended by Amendment 2, dated May 27, 2007; Amendment 3, dated May 16, 2007; Amendment 4, dated January 25, 2008; Amendment 6, dated August 7, 2008; Amendment 7, dated April 8, 2008; Amendment 8, dated August 19, 2008 and Amendment 9, dated June 5, 2008.

RECITALS

A. WHEREAS, WSDOT and City are parties to the Contract, which provides for the installation and maintenance of fiber optic cabling.

B. WHEREAS, Pursuant to Section 7 “Optional Work” of the Contract, WSDOT and Vendor have negotiated to install, splice and terminate fiber optic cable at a new location.

C. WSDOT and City desire to amend the Contract to add the additional work and to add additional terms and conditions in the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Pursuant to section 7, “Optional Work”, WSDOT shall contract with Wiseman Utilities Inc to splice and terminate 18 strands of fiber optic cabling for the City of Tumwater per the attached quote labeled as Exhibit B to this amendment and, herein incorporated by this reference.
2. A new Attachment A-1 “Direct Fiber Path”, dated November 1, 2010, is hereby incorporated into this Contract. This Attachment A may be updated by written amendment to this Contract and shall be identified in numerical order (i.e. Attachment A-1, A-2, A-3, etc.).

3. Statement of Work

3.1. The City shall agree:

- 3.1.1. Provide to WSDOT six strands of the City fiber, as indicated in Attachment A-1 from Interstate 5 (I-5) Milepost (MP) 104 Fiber Cabinet on Deschutes Way (located at Latitude 47° 1'2.37"N and Longitude 122°54'20.28"W) to Crites Street SW Tumwater WA 98512 (located at Latitude 47° 1'31.04"N and Longitude 122°56'43.56"W).

3.2. WSDOT shall agree:

- 3.2.1. Provide to the City two strands of WSDOT fiber running, as indicated in Attachment A-1 from I-5 MP 104 Fiber Cabinet on Deschutes Way to WSDOT Headquarters (HQ) located at 310 Maple Park Drive, Olympia WA 98501.
- 3.2.2. Provide to the City 2 strands of fiber from WSDOT HQ located at 310 Maple Park Drive, Olympia WA 98501 to the Capital Communications (CAPCOM) Emergency Operation Center (EOC) at 2703 Pacific Ave SE # A Olympia, WA 98501.
- 3.2.3. Patch through the connection from I-5 MP104 fiber cabinet to CAPCOM EOC at the WSDOT HQ fiber patch panel located at 310 Maple Park Drive, Olympia WA 98501.
- 3.2.4. These 2 strands are given in trade for the fiber from the City in section 3.1.1 above.

3.3. WSDOT and the City agree

- 3.3.1. 18 strands of fiber will be terminated at the I-5 MP 104 Fiber Cabinet on Deschutes Way (located at Latitude 47° 1'2.37"N and Longitude 122°54'20.28"W).
- 3.3.2. 18 strands of fiber will be spliced through at the corner of N 7th Ave SW & Emerson St SW Tumwater, WA 98512.
- 3.3.3. 18 strands of fiber will be spliced through at Irving St SW & N 7th Ave SW Tumwater, WA 98512.
- 3.3.4. 18 strands of fiber will be spliced into Crites Street SW Tumwater WA 98512 (located at Latitude 47° 1'31.04"N and Longitude 122°56'43.56"W) to a fiber cabinet located there for City of Tumwater.

4. Compensation

4.1. The City shall reimburse to WSDOT a lump sum amount of Seven Thousand, Two Hundred Twenty-Seven and No/100 Dollars (\$7,227.00), plus any applicable taxes for all Work pursuant to Sections 1 thru 3 of this amendment herein.

4.2. The new maximum consideration for this contract shall not exceed Four Hundred Twenty-Five Thousand and No/100 Dollars (\$425,000.00).

5. **Effective Date.** The effective date of this amendment shall be the date of last signature.

6. Affect on Other Provisions.

6.1. All other provisions and exhibits of the Agreement remain in full force and effect and are not altered or affected in any way unless specifically modified herein.

6.2. The provisions of the Agreement, as modified by this Amendment, shall apply equally to any and all other provisions in the Agreement as though the modified provisions were original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, having read this Amendment in its entirety, including all exhibits and attachments, do agree in each and every particular and intending to be legally bound have executed this Amendment.

City of Tumwater

**Washington State
Department of Transportation**



Pete Kmet, Mayor

1/25/11

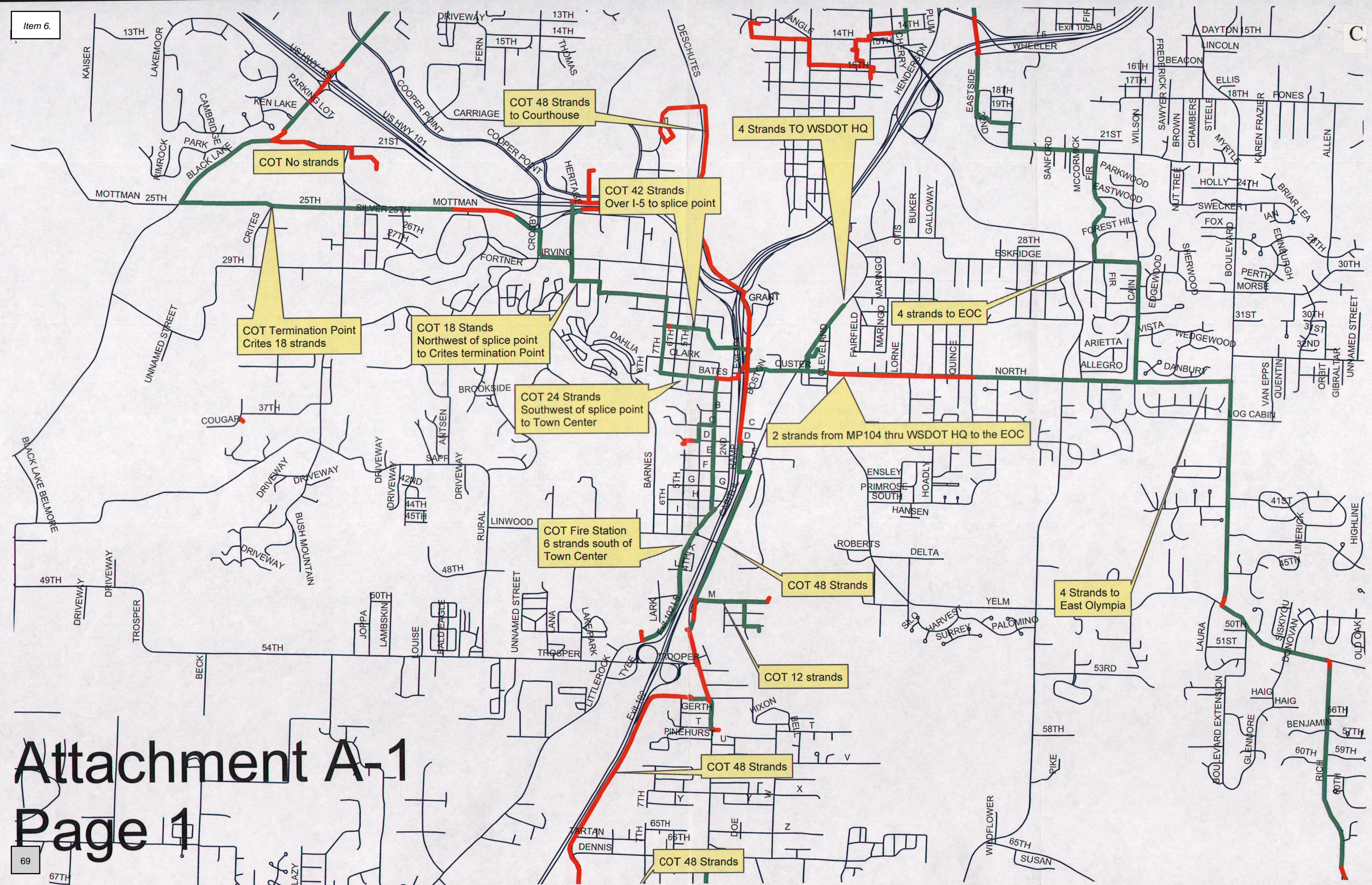
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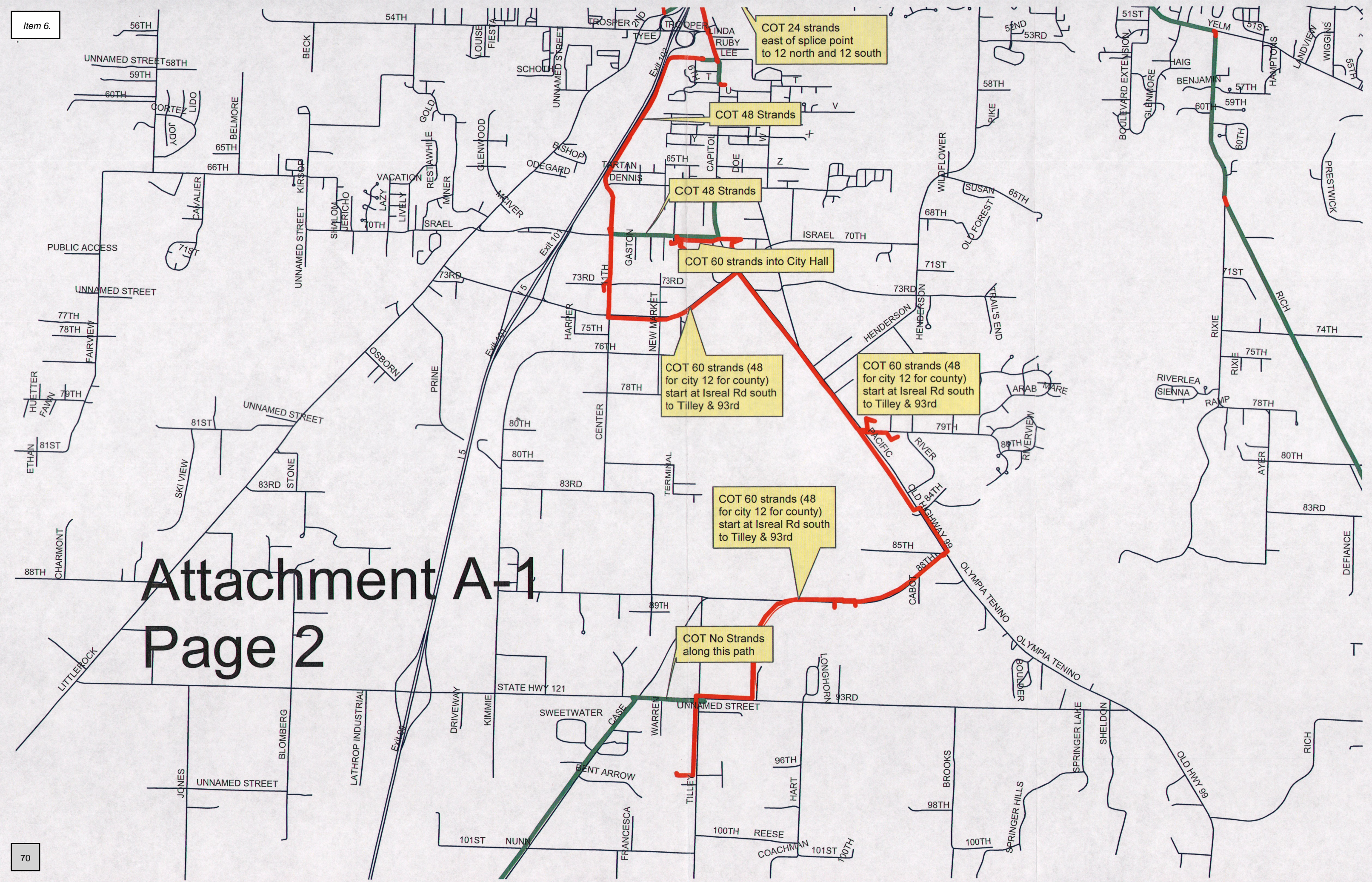


Grant Rodeheaver, Director
Office of Information Technology

1/21/11

Date







**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue SE
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 24, 2011

City of Tumwater
Attn: Brian Scharber
555 Israel Road SW
Tumwater, WA 98501-6515

RE: WSDOT Contract No. DP01076
Amendment 10

Dear Mr. Scharber:

Enclosed is one (1) original of the above referenced Contract Amendment with Washington State Department of Transportation (WSDOT) and one (1) additional original signature page.

Please sign both copies where indicated. Retain one (1) original for your records **and return one (1) original signature page to my attention at:**

If using USPS:
Washington State Department of Transportation
Administrative Services Contracts
P.O. Box 47408
Olympia, WA 98504-7408.

If using UPS, FedEx, etc
WSDOT Contracts Office
Attn: Jaylene Barry
719 Sleater Kinney Rd. SE
Lacey, WA 98503

Feel free to contact me at barryja@wsdot.wa.gov or (360) 705-7547 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jaylene Barry'.

Jaylene Barry, Contracts Administrator
Administrative Services Contracts

Enclosures

JB:jk



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 3

AMENDMENT NO. 3 is entered into by and between City of Tumwater, and the Washington State Department of Transportation ("WSDOT").

This contract is amended as follows:

1. PURPOSE

The purpose of this amendment is for the reimbursement of fiber work completed on DP00984 Wiseman Utilities, Inc. amendment 16 on behalf of the City of Tumwater.

Amendment 16 of DP00984 will extend WSDOT's fiber to the Thurston County Shop Facilities on Tilley Road.

The extension will begin from the existing cable Vault at the intersection of 79th Avenue and Old Hwy 99 to 88th Avenue, to 93rd Avenue into the Thurston County Shop Facility on Tilley Road.

This will utilize City of Tumwater existing conduits, installing cable vaults in locations specified by the project manager. In addition, the City of Tumwater will retain ownership of the two installed innerducts purchased on Wiseman Amendment 16. Fiber count will be 156 strands as per provided in the bid of which 60 will be for City of Tumwater. Remaining fiber strands will be for WSDOT usage.

2. COST

Estimated costs are as outlined in the attached email quote. Total costs under this amendment shall not exceed \$99,536, plus applicable taxes.

3. REIMBURSEMENT

Reimbursement must be made to WSDOT within two weeks of receipt of invoice. If the invoice is received prior to June 30, 2007, reimbursement must be made before that date.

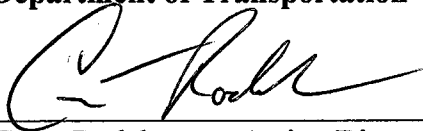
Amendment 3
DP01076
Page 2

4. PERIOD OF PERFORMANCE

This contract is in effect until July 11, 2025.

OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL
FORCE AND EFFECT.

Washington State
Department of Transportation



Grant Rodeheaver, Acting Director
Office of Information Technology

5-16-07
Date

City of Tumwater



1-20-11
Date



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Contract No. DP00984

Washington State Department of Transportation

Amendment No. 16

AMENDMENT NO. 16 is entered into by and between Wiseman Utilities, Inc. and the Washington State Department of Transportation ("WSDOT").

This contract is amended as follows:

1. PURPOSE

The purpose of this amendment is to extend WSDOT's fiber to the Thurston County Shop Facilities on Tilley Road.

The extension will begin from the existing cable Vault at the intersection of 79th Avenue and Old Hwy 99, then along Old Hwy 99 to 88th Avenue, to 93rd Avenue into the Thurston County Shop Facility on Tilley Road.

2. COST

Estimated costs are as outlined in the attached email quote. Total costs under this amendment shall not exceed \$99,536.00, plus applicable taxes.

3. PERIOD OF PERFORMANCE

This contract is in effect through February 28, 2008.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

**Washington State
Department of Transportation**

Wiseman Utilities, Inc.

Grant Rodeheaver, Acting Director
Office of Information Technology

Date

Date

DP00984

1

Amendment 16

Barry, Jaylene J.

Amend 16

From: Turner, Todd
 Sent: Friday, May 11, 2007 12:40 PM
 To: Barry, Jaylene J.
 Subject: Fw: Re: 79th to T. C. Shop fiber pricing : UNDERGROUND

Fyi

Todd

-----Original Message-----

From: Diane Killingsworth
 To: Todd Turner
 Sent: May 11, 2007 7:52 AM
 Subject: Fw: Re: 79th to T. C. Shop fiber pricing : UNDERGROUND

-----Original Message-----

From: Kevin Wiseman <mailto:kevinwiseman@comcast.net>
 Date: 4/20/2007 7:52:26 AM
 To: Kevin Wiseman <mailto:kevinwiseman@comcast.net> ; BRIAN SCHARBER <mailto:bscharber@ci.tumwater.wa.us>
 Cc: admin.wiseman@comcast.net
 Subject: Re: 79th to T. C. Shop fiber pricing : UNDERGROUND

This is a revised bid having the entire run in conduit.

Brian the following is an estimated quantity. The actual amounts could vary depending on the actual route quantities.

Distance is approx. 14,300 ft

Underground run from shop to Tilley intersection is 3035 ft.

3 vaults @ 3500 ea.

10,500.00

Install fiber and 2-innerducts for 3035 ft. @ 2.50 ft.

7588.00

Splicing 36 CT.

2485.00

Fiber needed with storage is 15750 ft. 156ct. @ 1.45 ft.

22,838.00

Underground section is 11,250 ft.

8 vaults @ 3500 ea.

28,000.00

2-innerducts for 11,250 ft. @ .75

8,437.00

Labor to install fiber and innerducts @ 1.75 ft.

19,688.00

Sub total cost for this phase

99,536.00

Total adjusted cost

131,536.00



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue SE
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 11

This is AMENDMENT No. 11 (**Amendment**) to that certain agreement entitled Fiber Optic Cabling *NO. DP01076*, dated July 11, 2005, between the Washington State Department of Transportation ("WSDOT") and the City of Tumwater ("**City**"), as amended by Amendment 2, dated May 29, 2007; Amendment 3, dated January 20, 2011; Amendment 4, dated January 25, 2008; Amendment 6, dated August 7, 2008; Amendment 7, dated April 8, 2008; Amendment 8, dated August 19, 2008, Amendment 9, dated June 19, 2008 and Amendment 10, dated January 25, 2011.

RECITALS

A. WHEREAS, WSDOT and City are parties to the Contract, which provides for the installation and maintenance of fiber optic cabling.

B. WHEREAS, Pursuant to Section 7 "Optional Work" of the Contract, WSDOT and Vendor have negotiated to install, splice and terminate fiber optic cable at a new location.

C. WSDOT and City desire to amend the Contract to add the additional work and to add additional terms and conditions in the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Pursuant to section 7, “Optional Work”, WSDOT shall contract with Wiseman Utilities Inc to install one (1) each four (4) inch conduit under Capital Way at Sunset Life from existing vault to PSE power pole and provide City of Tumwater with two (2) each one (1) inch ducts within the four (4) inch conduit per the attached map, labeled as **Attachment 1**.

2. Statement of Work

2.1. The City shall agree:

- 2.1.1. Provide access to WSDOT to have conduit placed under Capital Way at Sunset Life from existing vault to PSE power pole. City shall agree to waive all permit fees for this project. WSDOT will place fiber on PSE pole line from Custer Way south along Cleveland to the 4000 block of Cleveland.

2.2. WSDOT shall agree:

- 2.2.1. WSDOT shall contract with Wiseman Utilities Inc to install one (1) each four (4) inch conduit with four (4) each inner ducts under Capital Way at Sunset Life from existing vault to PSE power pole and provide City of Tumwater with two (2) each of the four (4) ducts. Once the fiber build is completed from this location to WSDOT HQ, WSDOT will provide City of Tumwater with six (6) each strands from MP 104 to WSDOT HQ. WSDOT shall also place twenty-four (24) strand of fiber from Custer Way along Cleveland Avenue to the 4000 block and reserve twelve (12) strands of the twenty-four (24) for future city usage. The City will pay its pro rata share of any repair cost on the six (6) strands from Mile post 104 to WSDOT HQ and twelve (12) strands along Cleveland Avenue. This repair cost sharing does not impact existing infrastructure.

3. Compensation

- 3.1. There will be no compensation in this agreement.

4. **Effective Date.** The effective date of this amendment shall be the date of last signature.

5. Affect on Other Provisions.

- 5.1. All other provisions and exhibits of the Agreement remain in full force and effect and are not altered or affected in any way unless specifically modified herein.

5.2. The provisions of the Agreement, as modified by this Amendment, shall apply equally to any and all other provisions in the Agreement as though the modified provisions were original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, having read this Amendment in its entirety, including all exhibits and attachments, do agree in each and every particular and intending to be legally bound have executed this Amendment.

City of Tumwater



Pete Kmet, Mayor

1-26-12

Date

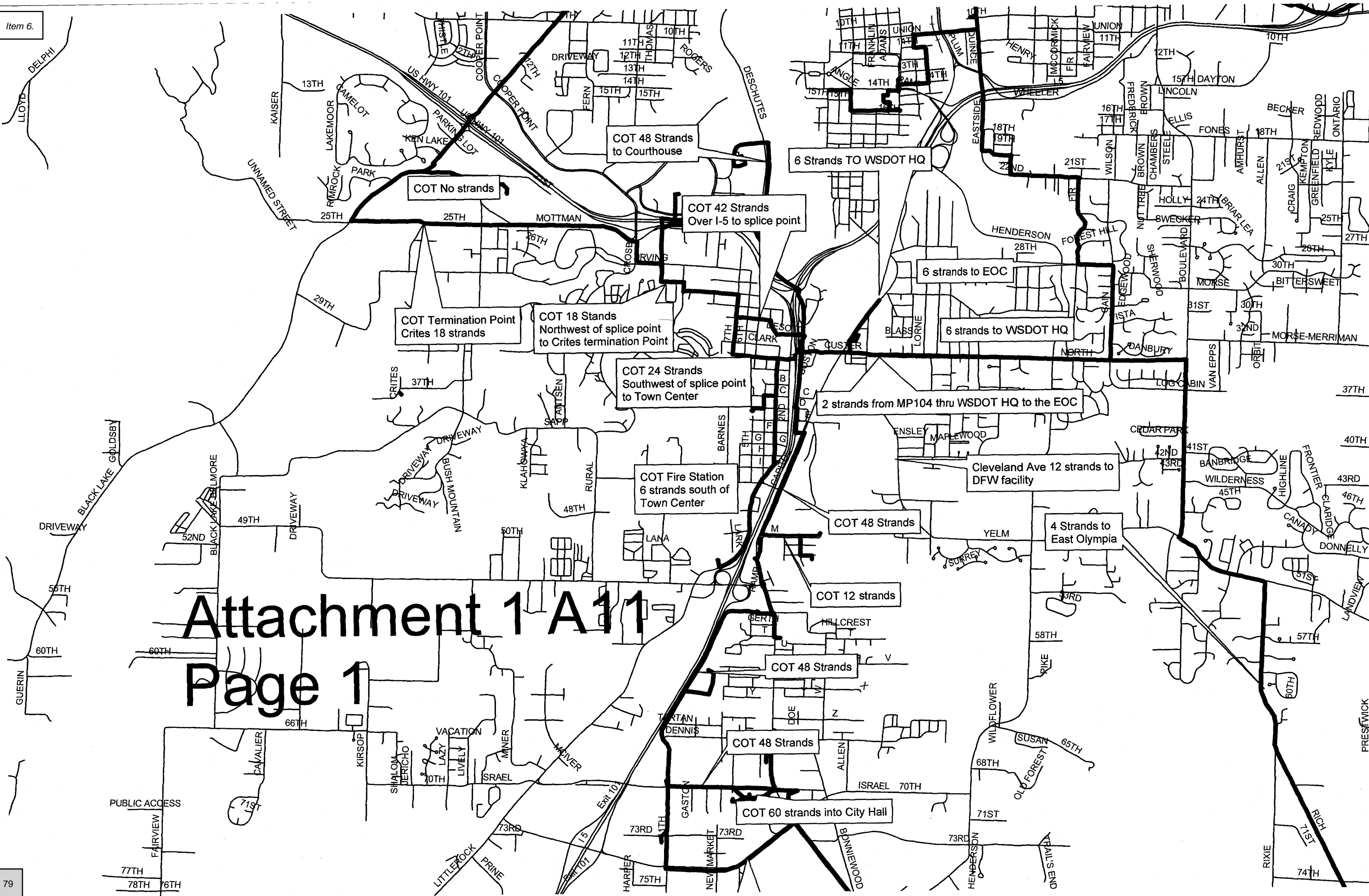
**Washington State
Department of Transportation**



Grant Rodeheaver, Director
Office of Information Technology

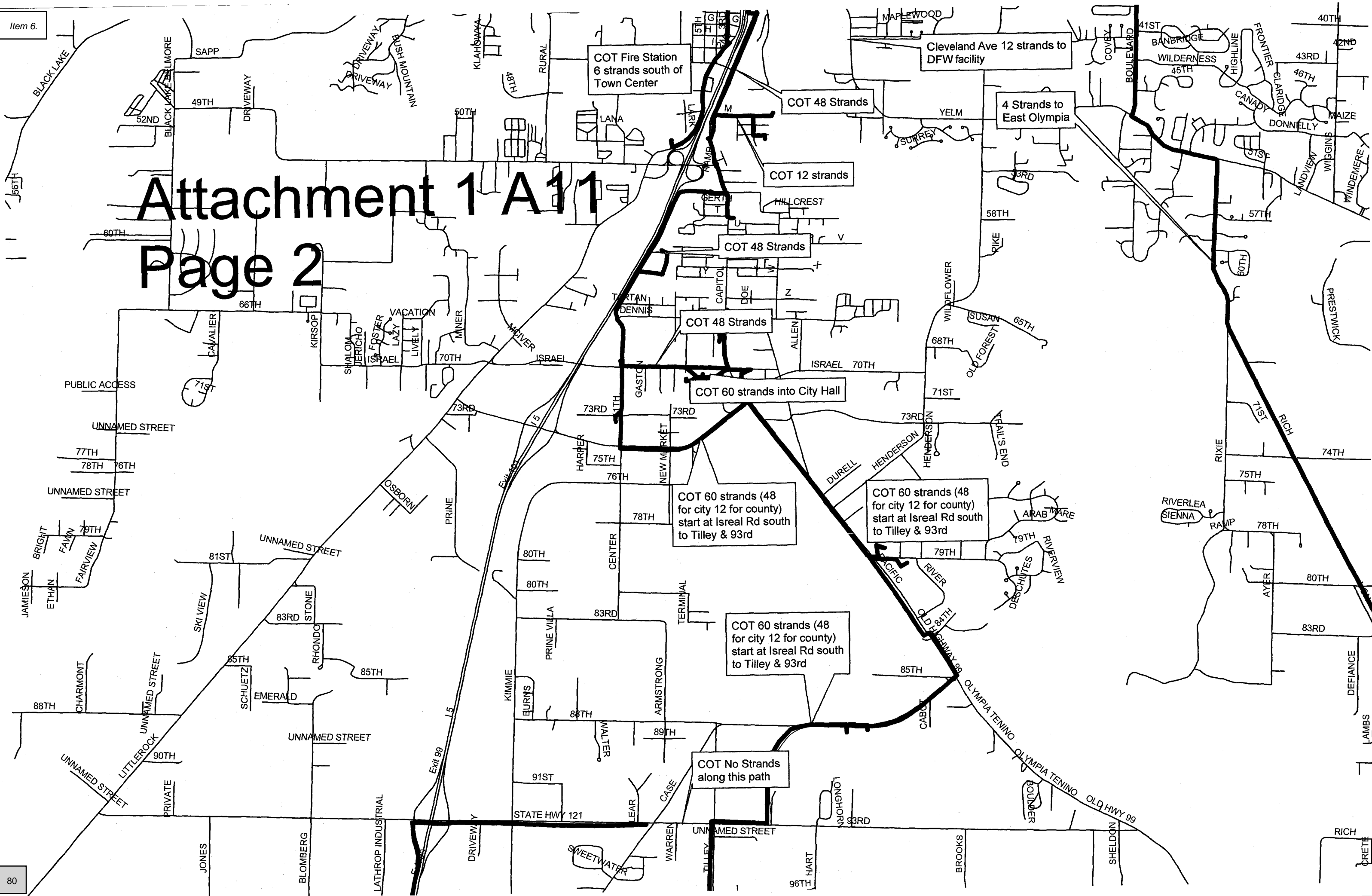
1-12-12

Date



Attachment 1 A11

Page 2





**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue SE
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 12

This is AMENDMENT No. 12 (**Amendment**) to that certain agreement entitled Fiber Optic Cabling *NO. DP01076*, dated July 11, 2005, between the Washington State Department of Transportation (“WSDOT”) and the City of Tumwater (“**City**”), as amended by Amendment 2, dated May 29, 2007; Amendment 3, dated January 20, 2011; Amendment 4, dated January 25, 2008; Amendment 6, dated August 7, 2008; Amendment 7, dated April 8, 2008; Amendment 8, dated August 19, 2008, Amendment 9, dated June 19, 2008 and Amendment 10, dated January 25, 2011. Amendment 11, dated January 26, 2012 (Agreement)

RECITALS

A. WHEREAS, WSDOT and City are parties to the Contract, which provides for the installation and maintenance of fiber optic cabling.

B. WHEREAS, Pursuant to Section 7 “Optional Work” of the Contract, WSDOT and Vendor have negotiated to install, splice and terminate fiber optic cable at a new location.

C. WSDOT and City desire to amend the Contract to add the additional work and to add additional terms and conditions in the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Pursuant to section 7, “Optional Work”, WSDOT shall contract with INSI Inc to install one (1) each two (2) inch conduit under New Market St at Tumwater Blvd from existing vault to new 233 WSDOT pull box and provide City of Tumwater with one (1) each two (2) inch conduit and the vault will be city property in the city right of way per the attached map, labeled as **Attachment A**.
2. Pursuant to section 7, “Optional Work”, WSDOT shall contract with INSI Inc to install one (1) each two (2) inch conduit under Israel Rd from existing vault at Linderson and Israel Rd to entrance of 1111 Israel Rd (Parks Facility) to vault to new 233 WSDOT pull box and provide City of Tumwater with one (1) each two (2) inch conduit and the vault will be city property in city right of way per the attached map (conduit and vault placement will be on the north side of Israel road not the south side - map to be updated prior to contract finalization), labeled as **Attachment A**.

3. Statement of Work

3.1. The City shall agree:

- 3.1.1. Provide access to WSDOT to have conduit placed under New Market at Tumwater Blvd and Israel Rd from Linderson to 1111 Israel Rd (Parks Facility) from existing vault to new WSDOT 233 vaults. City shall agree to waive all permit fees for this project. WSDOT will place fiber in separate 2 inch conduit and leave the City's conduit empty.

3.2. WSDOT shall agree:

- 3.2.1. WSDOT shall contract with INSI to install one (1) each two (2) inch conduit for WSDOT and provide City of Tumwater with one (1) two (2) inch conduit and 233 WSDOT pull box at each location. This project does not impact existing infrastructure.

4. Compensation

- 4.1. There will be no compensation in this agreement.

5. Effective Date. The effective date of this amendment shall be the date of last signature.

This contract is in effect until July 11, 2025.

6. Affect on Other Provisions.

- 6.1. All other provisions and exhibits of the Agreement remain in full force and effect and are not altered or affected in any way unless specifically modified herein.
- 6.2. The provisions of the Agreement, as modified by this Amendment, shall apply equally to any and all other provisions in the Agreement as though the modified provisions were original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, having read this Amendment in its entirety, including all exhibits and attachments, do agree in each and every particular and intending to be legally bound have executed this Amendment.

City of Tumwater



Pete Kmet, Mayor

6/10/2013

Date

Washington State
Department of Transportation



Grant Rodeheaver, Director
Office of Information Technology

6/10/13

Date



Contract No. DP01076**Washington State Department of Transportation****Amendment No. 13**

This is AMENDMENT No. 13 (Amendment) to that certain agreement entitled Fiber Optic Cabling *NO. DP01076*, dated July 11, 2005, between the Washington State Department of Transportation ("WSDOT") and the City of Tumwater ("City"),

RECITALS

A. WHEREAS, WSDOT and City are parties to the Contract, which provides for the installation and maintenance of fiber optic cabling.

B. WHEREAS, Pursuant to Section 7 "Optional Work" of the Contract, WSDOT has negotiated with a vendor under separate contract to install, splice and terminate fiber optic cable at a new location.

C. WSDOT and City desire to amend the Contract to add the additional work and to add additional terms and conditions in the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Pursuant to section 7, "Optional Work", WSDOT shall access the existing City of Tumwater vault along Tumwater Blvd at Timberland Library services facility and place conduit from vault along Terminal Way to WSDOT Aviation facility as shown on the attached map, labeled as **Attachment 1.**

2. Statement of Work

2.1 City shall agree:

2.1.1 City will allow WSDOT access to City Right of Way, city will provide WSDOT with a WSDOT standard plans Small cable vault (25-TA) to be placed near the City Lift station.

2.2 WSDOT shall agree:

2.2.1 WSDOT will allow City to place City owned fiber in the conduit at a later date in the span from the Tumwater Blvd vault to the WSDOT Aviation facility. The conduit must be used for government purposes only. WSDOT will install the small cable vault the City is providing. City will notify WSDOT Fourteen (14) days prior to installation of City fiber so that WSDOT is prepared for any disruption to service to existing WSDOT facilities. WDOT will terminate / splice said City fiber at the Tumwater Blvd vault and at the City lift station shown on Attachment 1, map.

4. Compensation

DP01076

1

Amendment 13

4.1 There will be no compensation in this amendment.

5. PERIOD OF PERFORMANCE

The period of performance for this amendment shall commence the last signature date. This contract is in effect until July 11, 2025.

6. Affect on Other Provisions.


6.1 All other provisions and exhibits of the Agreement remain in full force and effect and are not altered or affected in any way unless specifically modified herein.

6.2 The provisions of the Agreement, as modified by this Amendment, shall apply equally to any and all other provisions in the Agreement as though the modified provisions were original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, having read this Amendment in its entirety, including all exhibits and attachments, do agree in each and every particular and intending to be legally bound have executed this Amendment.


OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Washington State
Department of Transportation


Grant Rodeheaver, Director
Information Technology Division

11/4/15
Date

City of Tumwater

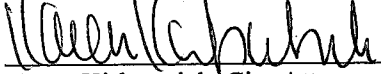

Pete Kmet, Mayor

11/6/15
Date

ATTEST:


Melody Valiant, City Clerk

APPROVE AS TO FORM:


Karen Kirkpatrick, City Attorney



WSDOT Conduit and Vault locations

**ATTACHMENT B - WSDOT FIBER
AMENDMENT NO. 16**

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 16

This is AMENDMENT No. 16 (**Amendment**) to that certain agreement entitled Fiber Optic Cabling *NO. DP01076*, dated July 11, 2005, between the Washington State Department of Transportation (“WSDOT”) and the City of Tumwater (“City”).

RECITALS

A. WHEREAS, WSDOT and City are parties to the Contract, which provides for the installation and maintenance of fiber optic cabling.

B. WHEREAS, Pursuant to Section 7 “Optional Work” of the Contract, WSDOT and INSI, Inc. (Vendor) have negotiated to install, splice and terminate fiber optic cable at a new location.

C. WSDOT and City desire to amend the Contract to add the additional work and to add additional terms and conditions in the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Pursuant to section 7, “Optional Work”, WSDOT contracted with INSI, Inc. on the implementation of fiber project K1630 (Israel Road Fiber Optic Project). This was for installation of 96/144f from vault on Capitol Way and Israel Rd, with splicings at City Hall, Fire Station, and Capitol Way vault in Tumwater, WA. City of Tumwater agreed to reimburse WSDOT for the work completed by INSI on WSDOT contract K1630. The purpose of this amendment 16 is for the reimbursement of the work performed under WSDOT Contract K1630, attached as **Attachment A** and Amendment 03 to WSDOT Contract K1630 with INSI, Inc., attached as **Attachment A-1**, herein incorporated by this reference.

2. Statement of Work

2.1. WSDOT shall agree:

WSDOT contracted with INSI, Inc for undergrounding fiber along Israel Road in Tumwater, WA. The work preformed by INSI under the original WSDOT Contract K1630 included:

- WSDOT fiber is to be pulled in by contractor, all labor work is to be performed by INSI contractor.

- Install 96/144 f from a vault on Capitol Way and Israel Rd.
- Fusion Splice the SM cable in a vault on Linderson Way.
- Splice the end at:
 - i) 96-strand at City Hall.
 - ii) 24-strand at the fire station
 - iii) 24-strand at Capitol way vault
- Label all the fiber optic cables with the fiber optic tags
- Map provided.

WSDOT issued Amendments 01 and Amendment 02, which were both time extensions only. Additional work was identified by City of Tumwater and WSDOT. Therefore, Amendment 03 to Contract K1630 with INSI, Inc. was issued. The work performed under Amendment 03 included:

- Remove approximately 2,800' of existing fiber and strand messenger wire from pole line on Israel Rd SW from Capitol Blvd SE to 11th Ave SW.
- Remove all hardware, down guys, and abandoned riser(s) from poles.
- Cap unused riser(s)
- Leave coils at splice case location in manhole on 11th Ave SW & Israel Rd SW so water will not seep into splice case.
- Disposal of removed materials.
- Traffic control according to the MUTCD and special provisions and as needed.
- City of Tumwater permit not required per WSDOT.

3. Compensation

- 3.1. The City, in consideration of the faithful performance of the Work performed by WSDOT, agrees to reimburse WSDOT for the direct and related indirect costs of the Work at the then current Indirect Cost Rate (ICR).
- 3.2. The City shall fully reimburse to WSDOT the amount of twenty-five thousand three hundred sixty dollars and forty-four cents (\$25,360.44), plus applicable taxes, for the Work pursuant to the original WSDOT Contract K1630, labeled as **Attachment A**, herein incorporated by this reference.
- 3.3. The City will also fully reimburse to WSDOT for all Work pursuant to Amendment 03 to WSDOT Contract K1630, in the amount of nine thousand two hundred sixty-one dollars and forty-seven cents (\$9,261.47) labeled as **Attachments A-1**, herein incorporated by this reference.
- 3.4. The total amount City of Tumwater is to reimburse WSDOT is thirty-four thousand six hundred twenty-one dollars and ninety-one cents (**\$34,621.91**).
- 3.5. Reimbursement must be made to WSDOT within 30 days of receipt of invoice.

4. Effective Date. The effective date of this amendment shall be the date of last signature. This contract is in effect until July 11, 2025.

5. Affect on Other Provisions.

5.1. All other provisions and exhibits of the Agreement remain in full force and effect and are not altered or affected in any way unless specifically modified herein.

5.2. The provisions of the Agreement, as modified by this Amendment, shall apply equally to any and all other provisions in the Agreement as though the modified provisions were original, but all of which together shall constitute one and the same instrument.

6. Counterparts.

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Amendment signed by each party, for all purposes.

7. Electronic Signatures

A signed copy of this contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such agreement amendments for all purposes.

IN WITNESS WHEREOF, the Parties hereto, having read this Amendment in its entirety, including all exhibits and attachments, do agree in each and every particular and intending to be legally bound have executed this Amendment.

City of Tumwater

**Washington State
Department of Transportation**

Matthew Modarelli, CIO & Director
Technology Services Division

Date

Date

TO: Public Works Committee
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: August 22, 2024
 SUBJECT: 2023 Pavement Maintenance Project with Miles Construction – Increase Change Order Authority

1) Recommended Action:

Recommend the City Council approve and authorize an increase in the change order authority provided to the Transportation and Engineering Director under Tumwater Municipal Code 2.14.060 from 10 percent to 20 percent for the 2023 Pavement Maintenance Project to be placed on the September 3, 2024, City Council consent calendar.

2) Background:

Staff developed the Transportation Benefit District (TBD) funded 2023 Pavement Maintenance project to meet the needs of the pavement preservation program, proposed 10-year TBD segments and the priorities map utilized when approaching citizens regarding formation of the TBD. This project included a blend of arterials, collectors, and local residential streets. The project focused on pavement rehabilitation and overlays, but also included curb ramp replacement, crack sealing, and citywide pavement markings.

The City Council awarded the project to Miles Construction at their official bid of \$3,857,857. Per Tumwater Municipal Code (TMC) 2.14.060, Public works – Change order authority, *“The director of public works or the department director of the project department is authorized to approve any contract change order, provided the total construction costs with the change order do not exceed the contract bid amount by more than ten percent.”*

Staff requests this increase in the change order authority provided to the Transportation and Engineering Director in the Municipal Code from 10% of the contract bid amount to 20% of the contract amount to address pavement repairs on Crosby Boulevard from Somerset Hill Drive to Fortner Drive and Israel Road from the I-5 bridge overpass to Linderson Way. This increase allows efficient use of Transportation Benefit (TBD) funds by taking advantage of bid prices and completing needed repairs.

Additional pavement repairs are needed due to stormwater damage and deterioration of pavement. Completing these needed repairs will avoid ongoing maintenance costs, reduce the likelihood of additional damage to the roadway in the future, and enhance safety.

3) Policy Support:

Strategic Priorities and Goals 2021-2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Complete roadway maintenance to enhance vehicle, bicycle, and pedestrian safety.

4) Alternatives:

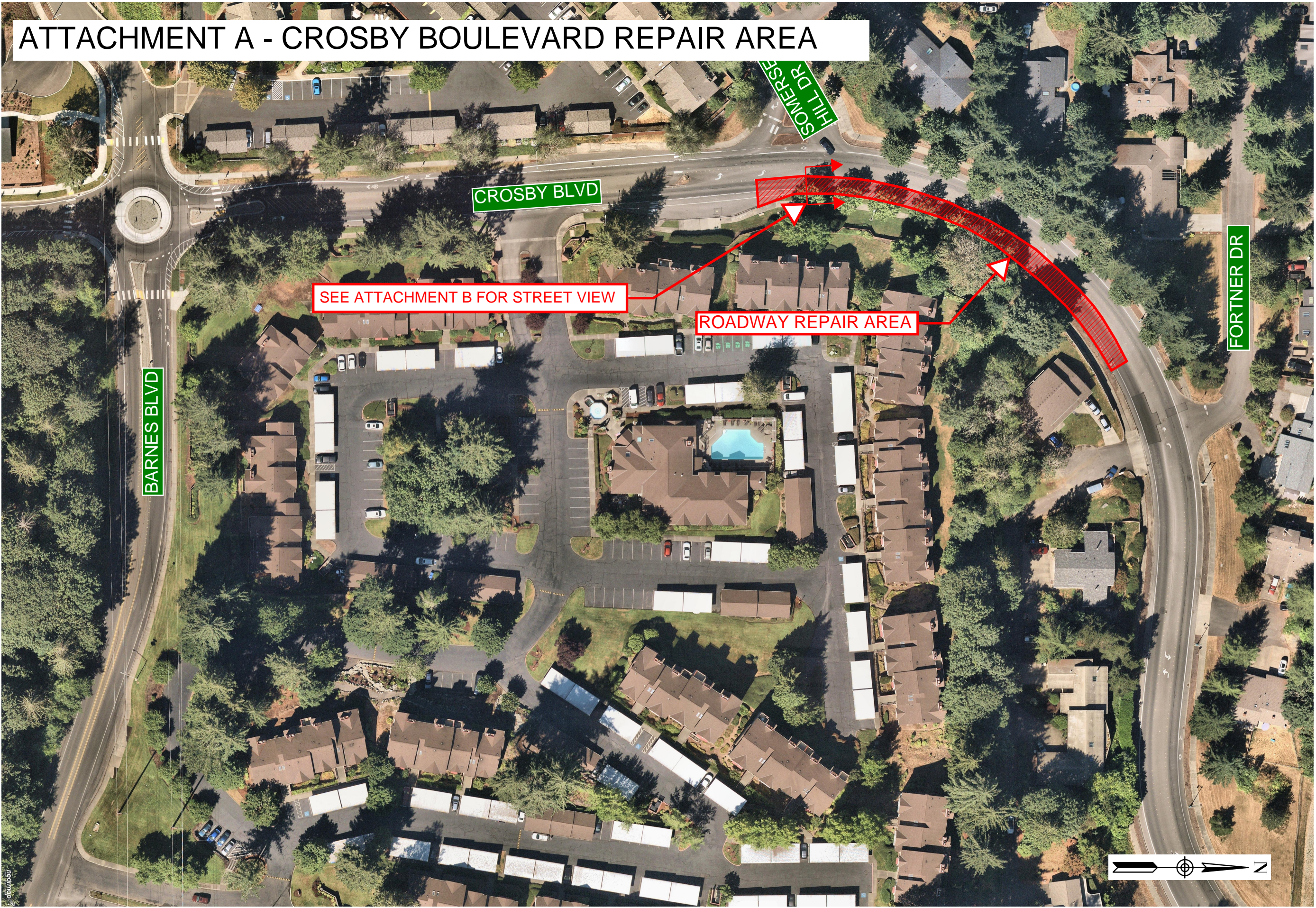
- ☐ Do not approve the increase in change order authority, thereby stopping pavement work on Israel Road (I-5 Bridge Overpass to Linderson Way).

5) Fiscal Notes:

The 2023 Pavement Maintenance Project is funded by the TBD.

6) Attachments:

- A. Crosby Boulevard Repair Area
- B. Crosby Boulevard Street View
- C. Israel Paving



ATTACHMENT A - CROSBY BOULEVARD REPAIR AREA

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
APPROVED BY: _____
SCALE: H V

ATTACHMENT A

CITY OF TUMWATER
TRANSPORTATION AND
ENGINEERING DEPARTMENT
555 ISRAEL ROAD SW, TUMWATER, WA 98501
Phone: (360) 754-4140

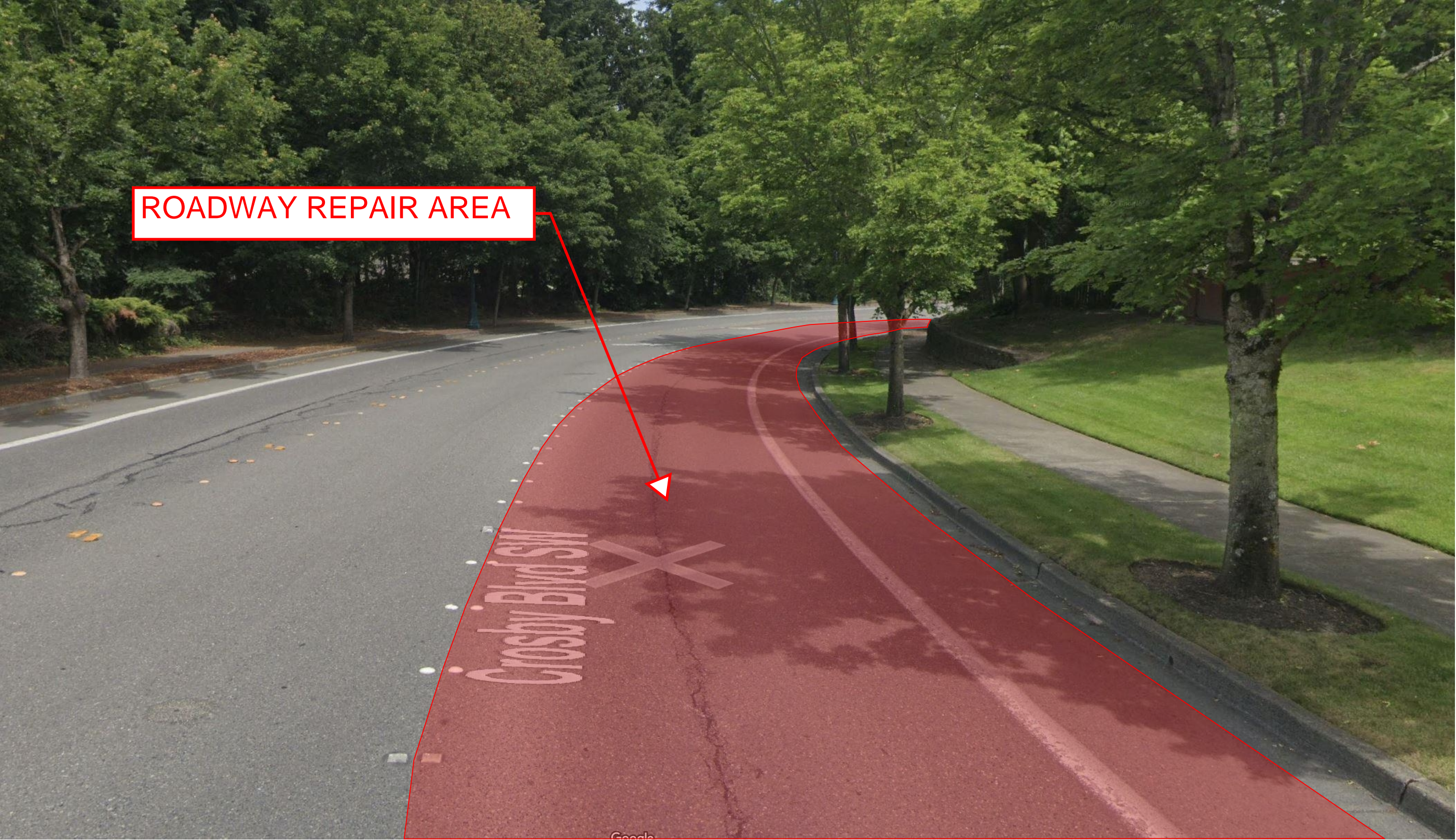
REVISIONS: _____
DATE: _____

PROJECT 2023 PAVEMENT MAINTENANCE

CROSBY BLVD SW OVERVIEW

JOB : _____
DATE: _____
INDEX: _____
SHEET: _____ OF _____

ATTACHMENT B - CROSBY BOULEVARD STREET VIEW



CROSBY BOULEVARD LOOKING NORTH FROM SOMERSET HILL DRIVE

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____ SCALE: H _____ V _____	ATTACHMENT B	CITY OF TUMWATER TRANSPORTATION AND ENGINEERING DEPARTMENT 555 ISRAEL ROAD SW, TUMWATER, WA 98501 Phone: (360) 754-4140	REVISIONS: _____ DATE: _____	PROJECT 2023 PAVEMENT MAINTENANCE CROSBY BLVD SW LOOKING NORTH FROM SOMERSET HILL DRIVE	JOB : _____ DATE: _____ INDEX: _____ SHEET: _____ OF _____
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ISRAEL ROAD ADDITIONAL ASPHALT GRIND AND OVERLAY LIMITS



PROJECT	2023 PAVEMENT MAINTENANCE	REVISIONS: _____ _____ _____ _____ _____ _____	DATE: _____ _____ _____ _____ _____ _____	CITY OF TUMWATER TRANSPORTATION AND ENGINEERING DEPARTMENT 555 ISRAEL ROAD SW, TUMWATER, WA 98501 Phone: (360) 754-4140	ATTACHMENT C	DESIGNED BY: _____
	JOB : _____ DATE: _____ INDEX: _____ SHEET: _____ OF _____					DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____ SCALE: H _____ V _____