



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, December 07, 2023  
8:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: Public Works Committee, October 19, 2023 & November 9, 2023
4. Ordinance No. O2023-011, Master Permit with Ziply Fiber Pacific, LLC (Mary Heather Ames)
5. Barclift Park and Tumwater Hill Park Restroom Improvements, Acceptance of Work (Don Carney)
6. Construction Project with Tapani, Inc., for the Kindred Park Project, Acceptance of Work (Don Carney)
7. Service Provider Agreement with Cardinal Architecture P.C. for Historic Brewery Tower Renovation, Amendment No. 5 (Don Carney)
8. Fiber Optic Agreement with Washington State Department of Transportation, Amendments 14 and 15 (Bill Lindauer)
9. Service Provider Agreement with Kenyon Disend, PLLC, for Right-of-Way Legal Services, Amendment No. 4 (Bill Lindauer)
10. Service Provider Agreement with Materials Testing & Consulting, Inc. for On-Call Material Testing, Amendment No. 2 (Bill Lindauer)
11. Service Provider Agreement with Pacific Testing & Inspection, Inc. for On-Call Material Testing, Amendment No. 2 (Bill Lindauer)
12. Additional Items
13. 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/89075779144?pwd=Rm1hRFVLTUNJZUN2b0JmWINnU3d5dz09>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 890 7577 9144 and Passcode 295559.

**Public Comment**

The public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto: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](mailto: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](mailto: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) 754-4128 or email [ADACoordinator@ci.tumwater.wa.us](mailto: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 Charlie Schneider.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Transportation and Engineering Director Brandon Hicks, Finance Director Troy Niemeyer, Water Resources and Sustainability Director Dan Smith, Assistant Transportation and Engineering Director Mary Heather Ames, Communications Manager Ann Cook, Engineering Services Manager Bill Lindauer, Community Engagement Specialist Marnie McGrath, Engineer Jared Crews, Water Resources Specialist David Kangiser, and Administrative Assistant Bonnie Hale.

**APPROVAL OF  
MINUTES: JULY 20,  
2023 AND AUGUST 3,  
2023:**

**MOTION:** Councilmember Althausen moved, seconded by Councilmember Schneider, to approve the minutes of July 20, 2023 and August 3, 2023 as published. A voice vote approved the motion unanimously.

**SANITARY SEWER  
LIFT STATION  
AGREEMENT WITH  
AMH  
DEVELOPMENT,  
LLC:**

Engineer Crews reported the proposed Sanitary Sewer Lift Station Agreement is for the Sienna II residential development located off Littlerock Road adjacent to the Black Hills High School entrance. The development constructed a new sanitary sewer lift station to serve the development with City sewer. The lift station was constructed and completed in 2022. The City accepted ownership and maintenance responsibilities for the lift station in December 2022.

The new lift station will not only provide sewer service to the new development but also to the surrounding development totaling a service area of 355 acres. The area has never been served by sewer, with many septic systems in use for years. The project benefits the environment as connections to the sewer occur.

RCW 35.91.020 allows the developer to submit a request for a reimbursement agreement or a latecomer agreement for reimbursement of the initial cost of the lift station. The lift station cost is verified through construction receipts. After the total cost of construction is determined, the City allocates the costs into an equivalent residential unit (ERU) charge for single-family homes. The ERU of approximately \$770 would be added to the City's standard connection fee. The latecomer agreement establishes the service area for the fee and all uses connecting to the lift station would pay the additional \$770 upon connection issuance of a building permit. The City collects the fee with other standard permit fees at the time of construction or

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building permit issuance. The City allocates a small portion of the fee for administrative time and costs. The City then issues the latecomer remaining amount to the company that constructed the lift station. The agreement expires after 20 years. If any additional connections occur after 20 years, the user would pay the City's standard connection fees and not the additional \$770 charge.

Chair Swarthout asked whether the service area would receive water service as well. Engineer Crews affirmed the service area receives both sewer and water service. City water was extended when the development was constructed. The developer could have applied for a latecomer agreement for water; however, for the Water Utility, a latecomer agreement is limited to those properties connecting and to any future properties new water infrastructure crosses. In this case, other future connecting properties were limited.

Engineer Crews responded to questions as to the applicability of the fee. City service fees are categorized as equivalent residential unit (ERU). The fee of \$770 would be assessed based on each ERU. A single family home would pay one ERU while a duplex would pay two ERUs. A 27-unit apartment would pay based on the conversion fee for apartments.

Engineer Crews reported the request is to recommend the City Council approve and authorize the Mayor to sign the Sanitary Sewer Lift Station Agreement with AMH Development, LLC, which will assign additional fees for sewer connection on properties.

**MOTION:**

**Councilmember Althausser moved, seconded by Councilmember Schneider, to recommend the City Council approve and authorize the Mayor to sign the Sanitary Sewer Lift Station Agreement with AMH Development, LLC, which will assign additional fees for sewer connection on properties. A voice vote approved the motion unanimously.**

**RIGHT-OF-WAY  
LICENSE  
AGREEMENT WITH  
DESCHUTES 106 LLC  
FOR THE FALLS  
TERRACE  
RESTAURANT:**

Engineer Crews reported the Falls Terrace Restaurant is reopening after closure during the pandemic. As part of the project, the restaurant is remodeling the interior and exterior of the building. The exterior remodel replaces portions of damaged sidewalk and pavement and a loading and staging area. Portions of the restaurant are located in City right-of-way. In this type of situation, the City would require a right-of-way license agreement identifying the private improvements on the private property located in the City right-of-way. The agreement establishes roles and responsibilities for the private developer and the City of Tumwater as the permittee. It establishes allowable alterations to existing private improvements, such as routine maintenance, removal, and replacements. The right-of-way license agreement also requires insurance coverage to cover any accidents. The right-of-way license agreement is effective for five



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years. Following the end of the five years, the restaurant can elect to renew the agreement with an additional fee or not continue the license agreement, which would require the restaurant to remove all private property from City right-of-way. The current situation could be considered non-compliant as the right-of-way process was originally initiated over a decade ago. The proposal enables the restaurant to meet current standards while enabling the restaurant to complete repairs and replacements to the exterior of the building prior to the restaurant re-opening.

Engineer Crews explained the fee calculation, which is based on square footage of the improvements located in City of right-of-way. The current fee for the five-year agreement is approximately \$465, which would likely increase after five years because of inflation and administrative costs.

Engineer Crews asked the committee to recommend the City Council approve and authorize the mayor to sign the Right-of-Way Agreement with Deschutes 106 LLC for the Falls Terrace Restaurant, which allows private parking and a loading area in the City Right-of-Way.

**MOTION:**

**Councilmember Althaus moved, seconded by Councilmember Schneider, to recommend the City Council approve and authorize the Mayor to sign the Right-of-Way Agreement with Deschutes 106 LLC for the Falls Terrace Restaurant, which allows private parking and a loading area in the City Right-of-Way. A voice vote approved the motion unanimously.**

**RIGHT-OF-ENTRY &  
MAINTENANCE  
AGREEMENT FOR  
THE WILDRICK  
PROPERTY:**

Specialist Kangiser briefed the committee on the proposal.

Linwood Avenue near Isabella Bush Park has historically been closed during moderate to severe rain events because of street flooding caused by beaver activity in the roadside stormwater conveyance system. The Wildrick property is located near the corner of Rural Road and Linwood Avenue. The large parcel has experienced beaver activity along the property's ditch. The ditch extends into the property. A right-of-entry would enable the City to access the property to maintain the flexible leveler installed on the property. Ms. Wildrick often travels to Arizona during winter when flooding often occurs. The proposal would keep roadway open by maintaining the beaver leveler. Since installed, beaver mitigation devices on the property have eliminated flooding issues along Linwood Avenue.

Councilmember Schneider asked about the responsibility of the costs. Specialist Kangiser said the cost of supplies to construct the beaver mitigation devices is from City funds. The City has a system of beaver mitigation devices with a culvert exclusion device located at the Linwood site, which protects culverts under Linwood Avenue and Mr. Wildrick's driveway and the flexible leveler, a flexible pipe placed through the dam to regulate the water level on the upstream side of the dam.

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Staff requests the committee recommend the City Council approve and authorize the Mayor to sign the Right of Entry Agreement for the Wildrick property.

**MOTION:**

**Councilmember Althaus moved, seconded by Councilmember Schneider, to recommend the City Council approve and authorize the Mayor to sign the Right of Entry Agreement for the Wildrick property. A voice vote approved the motion unanimously.**

**MEMORANDUM OF  
UNDERSTANDING  
BETWEEN THE CITY  
OF TUMWATER AND  
LOTT CLEAN  
WATER ALLIANCE  
REGARDING A  
PURCHASE AND  
SALE AGREEMENT  
FOR PROPERTIES IN  
THE DESCHUTES  
VALLEY:**

Director Smith said the two proposals involving memorandums of understanding (MOUs) are not purchase and sale agreements but would afford a period of due diligence for the City to evaluate potential interest in the properties. The Deschutes Valley properties have significant value to the community and to the City. The City has hosted numerous public events on the properties. The properties also have strong connections to future habitat improvements. The properties are located in the area of the planned E Street Connection to improve transportation congestion in the City.

LOTT Clean Water Alliance acquired the properties in 2012 to support a future reclaimed water facility originally planned in Tumwater to treat wastewater flows from the City for conversion to reclaimed water for City use. The project has since been determined no longer necessary with LOTT's expansions and improvements planned at the Budd Inlet Plant in downtown Olympia. LOTT contacted the City about the possibility of evaluating the properties for City purposes.

The timeline is short with ongoing discussions with LOTT over the last 10 months. Many interested parties have expressed interest in the properties. LOTT is requesting the City render a decision soon on the properties. The MOU outlines some conditions and considerations. One is due diligence with LOTT providing all existing studies, reports, and surveys generated for the properties over the last decade. The City would have appropriate access to the properties. Should the City decide there is interest in moving forward, LOTT would work with the City to define an acceptable purchasing and financing strategy. The MOU outlines that LOTT would retain and pay for a mutually approved third party appraiser for the property by March 31, 2024.

If the proposed MOU is approved, staff would convene a City internal stakeholder group and review studies and documents to ascertain the City's interest in the property. If the City is interested, notification is required by March 31, 2023, to LOTT. LOTT would have 60 days for the Board to consider necessary actions to include surplusizing the property. Staff would continue to work with LOTT through June 2024 to either complete a proposed purchase and sale agreement, extend the MOU, or notify LOTT the City is not interested in the property. LOTT has acknowledged that any purchase and sale agreement provisions could include both cash and non-

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cash considerations up to and including five years for formally finalizing the transfer. Should the City move forward, LOTT would retain an easement on the property for future LOTT utilities. As part of the MOU, LOTT would agree not to sell the property to any other party while the City evaluates the property. The three Deschutes valley properties total approximately 44.81 acres of land.

**MEMORANDUM OF  
UNDERSTANDING  
BETWEEN THE CITY  
OF TUMWATER AND  
LOTT CLEAN  
WATER ALLIANCE  
REGARDING A  
PURCHASE AND  
SALE AGREEMENT  
FOR THE  
HENDERSON  
PROPERTY:**

Director Smith reported in 2006, LOTT acquired three properties adjacent to Henderson Boulevard for projects proposed in LOTT's master plan intended to support reclaimed water infiltration. During its most recent master plan update, LOTT identified preferred infiltration sites for reclaimed water, and the Henderson Boulevard properties are no longer needed. The proposed MOU enables time for the City to conduct a feasibility review and due diligence for potential acquisition of the properties.

The City has some potential interest based on the abandonment of Well 20 (Trails End Well). The well provided good water production and as the City searches for new water sources, the property could provide a new water source. The site would be evaluated for potential water production by the City's consultant. The proposal is not time constrained, enabling the City to evaluate whether the property could provide water value. The site could also serve as a community asset as recreation and/or open space. Similar to the previous proposal, staff would convene an internal stakeholder group to evaluate the City's interest in acquiring the properties. The timeline extends to October 2024 for notification to LOTT whether the City is interested in acquiring the properties. The MOU conditions are similar to the Deschutes Valley properties.

If approved, next steps include coordination and execution of the MOUs, convening stakeholders to evaluate City priorities and uses, and hiring appraisers and consultants as needed to assist staff through the decision process for a set of recommendations for the Deschutes Valley properties prior to March 31, 2024, and recommendations for the Henderson properties before October 31, 2024.

Councilmember Schneider asked whether the City has the option of selling the Deschutes Valley properties later if the City acquires the properties. Director Smith advised that any property owned by the City could be sold by the City if the City determines the property is no longer needed. The City can surplus the property and sell the property. Any sale of a city-owned property requires the Council's approval.

Director Smith requested the committee recommend the City Council approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) Between the City of Tumwater and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley.

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**MOTION:** Councilmember Althaus moved, seconded by Councilmember Schneider, to recommend the City Council approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) Between the City of Tumwater and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley. A voice vote approved the motion unanimously.

Director Smith requested the committee recommend the City Council approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) Between the City of Tumwater and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for the Henderson Property.

**MOTION:** Councilmember Althaus moved, seconded by Councilmember Schneider, to recommend the City Council approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) Between the City of Tumwater and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for the Henderson Property.

**ADDITIONAL ITEMS:** Manager Landauer provided an update on the status of active capital projects:

***Recent Substantially Completed Projects:***

- Kindred Park at The Preserve
- Barclift Park and Tumwater Hill Park Restroom Projects
- 2022 Pedestrian Improvement Project
- 2023 Pavement Maintenance Project

***Projects in Current Construction:***

- Israel Road and Linderson Water Main
  - Major Milestones – Water Main and Joint Utility Trench
  - Upcoming Work – Final Testing Joint Utility Trench, Water Main Testing Connection, Concrete Work
  - Project Schedule – Substantial Completion Expected in November 2023
  - Project Budget – Expected to be within 10% of Bid
- I-5/Trospen Road/Capitol Boulevard
  - Major Milestones – Lee Street, 6<sup>th</sup> Avenue Roundabout, I-5 Ramps, Sewer, Water, Storm Systems Completed
  - Upcoming Work – Linda Street, 6<sup>th</sup> /Trospen Roundabout
  - Project Schedule – Project on Schedule with Completion in August 2024
  - Project Budget – Tracking at 3% Over Contract Bid (staff analyzes budget monthly)

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***Active Planning, Right-of-Way, and Design Projects:***

- Planning – 2024 Pavement Maintenance; 2024 Sidewalk Program; 2<sup>nd</sup> Avenue Pedestrian and Bicycle Improvements; Tumwater Boulevard Interchange, Phase 1; Citywide Pavement Rating
- Right-of-Way – X Street Roundabout; 79<sup>th</sup> Avenue Roundabout
- Design – Operations and Maintenance Facility; Trails End Park; 79<sup>th</sup> Avenue Roundabout; Israel Road and Linderson Way Pedestrian and Bicycle Improvements; Linwood Avenue Safety Improvements; Historic Brew Tower Restoration – Phase II; SE Reservoir; Union Calvary Cemetery Improvements; Traffic Signal Control and Detection Upgrade; Palermo Trail

Manager Lindauer invited questions.

Councilmember Althausen asked about the timing of seeking Council authority for any overrun of the Capitol Boulevard/Trospen Roundabout project budget as the budget includes a contingency. Director Hicks advised that the contingency for the project is 10%; however, if staff anticipates reaching 10%, action by the Council would be requested to approve an overrun because of the complexity associated with pausing the project.

Manager Lindauer added that it is also challenging to forecast project costs because some materials are based on unit costs with some materials used less or more. He noted that he is pleased with the partnership with the contractor for the project, which has been important for the project and affects the ability to complete the project successfully.

Chair Swarthout asked about the status of Puget Sound Energy's undergrounding work and the repaving of Israel Road. Manager Lindauer replied that temporary patching of the roadway is in progress. Design for the Israel Road project is currently underway and there is a possibility that some temporary patching will remain in place until the Israel Road project commences at which time the road would be rebuilt. Full patching will be completed for some areas outside the project limits that were affected by the project.

Councilmember Schneider asked about the timing of the community center as it was not included in the update. Director Hicks advised that the update is only for projects administered by the Transportation and Engineering Department. As that project proceeds to the construction phase, the department might be assuming control.

Councilmember Schneider referred to his recent tour of the Union Calvary Cemetery and meeting some family members of the Bush family. Several family members expressed interest in planting a butternut tree on the family plot.

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City Administrator Parks advised that staff would visit the issue as some of the issues are environmental in nature in terms of timing of planting at the ceremony, equipment needs, and ensuring the protection of grave sites. In terms of the community center timeline, Director Denney is scheduled to brief the Council before the end of year on the scope of work from the architect for the design work. The information will include some conceptual and schematic design of the facility and identification of some site characteristics and locations. The work will take several months to complete in 2024, largely because of the importance of a public process. Incorporated within the scope of work is formation of an advisory committee comprised of representatives from across the community and stakeholder groups to help shape some of the programming information as part of the design process. By the end of 2024, she anticipates information to be available outlining next steps. The City plans to assess and levy the additional 30 cents per \$1,000 of property valuation needed by the Metropolitan Park District.

**ADJOURNMENT:**            **With there being no further business, Chair Swarthout adjourned the meeting at 8:56 a.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)

**TUMWATER PUBLIC WORKS COMMITTEE**  
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**November 9, 2023 Page 1**

**CONVENE:** 8:00 a.m.

**PRESENT:** Chair Eileen Swarthout and Councilmembers Michael Althaus and Charlie Schneider.

Staff: City Administrator Lisa Parks, Finance Director Troy Niemeyer, Water Resources and Sustainability Director Dan Smith, Parks and Recreation Director Chuck Denney, Engineering Services Manager Bill Lindauer, Parks and Facilities Manager Stan Osborn, Water Resources and Sustainability Manager Patrick Soderberg, Transportation Engineer 1 Bernie Gertje, and Administrative Assistant Cathy Nielsen.

Others: Meridith Greer, Greer Environmental Consulting.

**RESOLUTION NO.**  
**R2023-011, 2024 FEE**  
**RESOLUTION:**

Director Niemeyer reported the proposed action is an annual process involving all City departments. The City approaches fee changes through small incremental adjustments each year rather than one-time large adjustments every five years. Changes in fees are planned and included in the Capital Facilities Plan (CFP) and are necessary to keep pace with inflation and to fund future capital projects, particularly utility projects.

The update includes:

- Changes in fees for administrative appeals
- Changes to transportation impact fees
- Addition of new section to the drainage manual
- Changes to energy codes
- A new fee for certificate of occupancy for business
- An increase to fees to keep pace with current rates
- Adjustment to connection fees for water and sewer
- A new fee for false alarms for fire (third alarm increase per Washington State Association of Fire Chiefs)
- Adjustment to recreation fees
- An increase in LOTT's portion for sewer (+3.5%, rate is set by LOTT)
- Addition of language on the Lifeline Program
- An increase in rates for water (4.8%), storm (8.5%), and sewer (5.8%)

Director Niemeyer shared information on rates in comparison with the cities of Lacey and Olympia. Tumwater's fees are significantly less than the two cities. Overall, the City's increase in fees represents an overall increase of \$5.79 per month. The City of Olympia's fees represent an increase of \$15.58 per month and the City of Lacey's fees represent an increase of \$20 a month.

Director Niemeyer invited questions.

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Councilmember Althaus commented that although the City's storm fees are less than the cities of Lacey and Olympia, the proposal represents a larger increase. He asked about the factors driving the increase in fees. Director Niemeyer said the proposed increase is based on the need to fund future capital projects. Additionally, last year, an increment of the fee was set-aside for long-term management of the Capitol Lake-Deschutes Estuary. The City along with other local jurisdictions is responsible for paying for the cost of dredging Capitol Lake. The intent of the increase is to avoid a large balloon payment in 20 years.

Director Smith added that the department is also exploring sustainability and urban forestry programs funded by the storm utility, as well as continuing the ongoing contribution for the new Operations and Maintenance Facility and funding for a new street sweeper. The monthly fee is based on an average household using 900 cubic feet of water.

Director Niemeyer noted that the cost of the street sweeper has increased substantially since the City's previous purchase of a street sweeper.

Chair Swarthout referred to Table 2 listing different types of buildings. She asked how the fees would be applied. Director Niemeyer said the fees are transportation impact fees and applied during the development of the use, typically at the time a building permit is issued. All uses in the City pay stormwater fees based on the impervious surface of the use.

Director Niemeyer reported the proposal, if recommended by the committee, would be placed on the Council's consent calendar during the November 21, 2023 meeting for adoption. New fees are effective January 1, 2024. Staff recommends forwarding a recommendation of approval to the City Council of R2023-011, 2024 Fee Resolution as presented.

**MOTION:**

**Councilmember Althaus moved, seconded by Councilmember Schneider, to recommend Resolution R2023-011, Fee Resolution to the City Council as presented. A voice vote approved the motion unanimously.**

**SERVICE PROVIDER  
AGREEMENT WITH  
RH2 ENGINEERING  
INC. FOR THE  
BREWERY  
WELLFIELD  
DEVELOPMENT  
PROJECT  
AMENDMENT 2:**

Manager Soderberg reported the proposal pertains to Phase 1 of the Brewery Wellfield Development project. The project consists of three phases with the first phase comprised of 10 tasks. By the end of the project, the outcome will result in the drilling of 1-3 wells with water quality documentation and estimated well production, and well as plans for treatment systems and piping.

RH2 Engineering Incorporated is the contractor for managing the project. The contractor is responsible for creating the work schedule and coordination with the cities of Olympia and Lacey to develop the City's



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allocation of water rights. One task is rehabilitation of Well 39 located on the golf course to produce more water. Following initial cleaning of the well, well production improved but not to the level desired. Water from the well contains manganese and ammonia requiring treatment prior to distributing the water within the system. Additionally, some tasks will be performed following well drilling, specifically, a pipe alignment study to determine the best connection of wells to the existing system.

The project scope was changed to drill no more than three production wells. Pumping tests will be performed to determine the amount of water produced by the wells to inform the pipe alignment study and the sizing of the treatment system.

One task by a subcontractor is completion of water quality analysis to develop a pilot treatment system. The work involves construction of a treatment system on site and testing water quality. If the results are significantly different from other existing production wells, one pilot test will be performed to determine the amount of chlorination and potential treatment necessary for potable water. If water quality is significantly different from existing production wells, another test would be performed. Each pilot test incurs a separate cost.

Prior to the development of a facility for the pump station and treatment system, a geological survey of the area will be completed to ensure no bedrock or outcroppings would impede the installation of pipe.

The consultant will determine the type of treatment system, pump design, mechanical designs, electrical controls, and telemetry systems required for the treatment plant and pump station. The contractor will assist in compiling a report based on Washington Administrative Codes (WACs) to ensure all information is properly detailed throughout the process and submitted to the Washington State Department of Health for a recommendation to move forward.

Originally, the initial cost of Phase 1 was \$415,000; however, with changes to Tasks 5 and 7, the revised cost is \$705,230 including the cost of Task 3. Funding for the project is included in the CFP totaling \$9 million for the project. Phase 1 costs do not include the cost of drilling and well installation

Manager Soderberg requested the committee recommend the Council approve and authorize the Mayor to sign the Second Amendment of the Service Provider Agreement with RH2 Engineering Inc. for the Brewery Wellfield development project.

Chair Swarthout asked about the timeline to complete Phase 1. Manager Soderberg said that optimistically, he anticipates drilling to begin in the next 12 to 18 months. The pipe and geological studies assist in identifying the

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location and whether it would be necessary to cross the river.

**MOTION:**

**Councilmember Althauser moved, seconded by Councilmember Schneider, to recommend the Council approve and authorize the Mayor to sign the Second Amendment of the Service Provider Agreement with RH2 Engineering Inc. for the Brewery Wellfield development project. A voice vote approved the motion unanimously.**

**SERVICE PROVIDER  
AGREEMENT WITH  
SKILLINGS INC. FOR  
THE GOLF COURSE  
PARKING LOT  
STORMWATER  
RETROFIT DESIGN &  
PERMITTING  
PROJECT  
AMENDMENT 1:**

Consultant Greer provided information on the proposed amendment and an update on golf course parking lot improvements.

The project focuses on the golf course parking lot as it serves as a nexus to many other goals. The existing parking lot is old and outdated with a layout not conducive for customers of the golf course and restaurant. The parking lot also lacks any stormwater treatment for runoff. Areas with high vehicle traffic can cause detrimental stormwater runoff for some species of salmon. Additionally, the golf course was certified as *Salmon Safe* in 2019. One of the requirements of the certification is to provide treatment for stormwater runoff in the area. As the multiple goals aligned, the City applied for and received a grant from the Department of Ecology. The City was awarded funding on July 1, 2022 for approximately 50% of the project cost to design and construct stormwater treatment in the area. Originally, the grant agreement expired in January 2024; however, since construction has not commenced, the timeline has been extended with the City seeking a one-year grant extension from the Department of Ecology to 2025.

During the process of reviewing the retrofit of the parking lot, information informed the need to remove some of the parking lot to upgrade stormwater piping and for other improvements. Following additional conversations with Director Denney, staff recommends redesigning the entire parking lot. The proposal is a re-scope of elements included in the new design. The proposal includes a redesign of the entire parking lot to improve traffic flow to increase pedestrian safety, meet current City standards, which includes additional landscaping areas, installation of lighting, adding more ADA stalls, and retrofitting infrastructure required for future installation of EV charging stations at the golf course. Additionally, the project includes stormwater facilities to treat water and water quantity within the area and installation of a golf cart wash.

Consultant Greer displayed a conceptual illustration of the new parking lot layout.

The proposed amendment covers all updates to the project scope, budget, and schedule required by Skillings to complete the project. The City contracted with Skillings in January 2023 to complete the stormwater improvements; however, as the parking lot design was revised, Skillings was asked to increase its scope to include all components of the project. The

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amendment includes a budget increase of approximately \$100,000 for additional design and permitting to begin construction next year. Design work is currently underway and Skillings anticipates providing designs for review by the City and the Department of Ecology in December. The goal is to construct the project during summer and fall of 2024.

Director Smith reported the request is to recommend the City Council approve and authorize the Mayor to sign the Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design & Permitting Project Amendment 1.

Councilmember Schneider supported the inclusion of the golf course wash area as the existing area is located near the restaurant and is often in muddy condition. He asked whether the scope includes an increase in parking spaces for the public. Consultant Greer said efforts continue on the alignment of the parking lot and the location of entrances. The intent is to maintain as many parking spaces as possible; However, requirements for increased landscaping might lead to the loss of several parking spaces. The team is working on the design to determine whether it would be possible to increase the number compact parking stalls.

Councilmember Althausen inquired as to whether the Craft District parking along the former Tumwater Valley Drive would include stormwater facilities to accommodate increased parking along the river. He asked whether the Craft District parking area would be available to accommodate parking overflow during the golf season.

Director Denney advised that stormwater improvements for the trail section along the front of the Craft District include stormwater treatment facilities on the site. In terms of timing, the intent for completion by the developer was last summer; however, the project was delayed as it is tied to the closing of the section of Tumwater Valley Drive. The trail must be completed prior to constructing and opening the new road. Based on recent discussions with the developer the timing of the project is scheduled in summer 2024. The two projects could align based on the timing of construction. Both projects will create substantial impacts to the golf course. Staff will present a plan as timing of different project components is identified.

Chair Swarthout questioned the location of the some of the stormwater facilities in relation to the proximity of the Valley Athletic Club. Consultant Greer responded that two bioretention facilities will serve two different subbasins with the north subbasin facility draining to the river and the south subbasin draining to a bioretention facility.

Director Smith reviewed the requested action.

**MOTION:**

**Councilmember Schneider moved, seconded by Councilmember**

**TUMWATER PUBLIC WORKS COMMITTEE  
MINUTES OF VIRTUAL MEETING  
November 9, 2023 Page 6**

**Althaus, to recommend the City Council approve and authorize the Mayor to sign the Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design & Permitting Project Amendment 1.**

**ADDITIONAL ITEMS:** Director Denney presented and reviewed a proposed public works contract for the Brewmaster's House Repair and Renovation. The facility was a victim of arson in early 2023. Since then, work on repairs and renovating the house has been ongoing to address all damage to the House from the fire. The house remains closed with half of the repairs nearly completed. Because of the arson and security and structural issues, as well as access issues, the City Council declared an emergency and waived bidding requirements for the project to expedite repairs. Approximately \$178,000 has been spent to date on repairs to be reimbursed by insurance. The house has been secured and all contents in the house were removed. All wallpaper on walls and ceilings has been removed and most of the house was repainted and sealed from smoke damage. Fortunately, additional work within the walls will be unnecessary to address smoke damage. Staff has completed initial remediation repairs working in coordination with the City's insurance carrier, the state, and the Historic Preservation Commission.

The second phase of work will complete the remaining components necessary to restore the house necessitating another public works contract in the amount of \$268,606 of which \$5,000 is the City's insurance deductible with the remaining amount paid by insurance. The repairs will enable opening the house to the public. The scope of work completes all wall coverings, repairs the rear porch and storage area, cleans all contents, refinishes all floors, and changes some lighting. The project will bring the house up to code both electrically and functionally.

Director Denney requested a recommendation to the City Council to approve a contract for completion of repairs to the Brewmaster's House for consideration by the Council at its November 21, 2023 meeting.

Councilmember Schneider asked whether the improvements include a sprinkler system to avoid future damages from fire. Director Denney advised that the house does not include a fire suppression system. Installation of a fire system suppression system would entail a major undertaking involving walls and ceilings. It is possible to install a system with exposed pipes along walls and ceilings; however, it would not align with the historical theme of the house.

Chair Swarthout inquired as to whether any changes in the layout of the building have occurred from the original design. Director Denney responded that with the exception of the turret, no changes to the layout have occurred. The turret was changed and then restored to its original design in the 1970s. The back porch involved in the fire is now an enclosed room, which

**TUMWATER PUBLIC WORKS COMMITTEE  
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November 9, 2023 Page 7**

occurred before the City acquired the property. There have been some changes over the years, but none were initiated by the City. Final repairs are scheduled for completion early next year. The contract period is 90 working days.

**MOTION:** Councilmember Schneider moved, seconded by Councilmember Althausen, to recommend approval of Brewmaster's House Repair and Renovation Contract to the City Council for its consideration as its November 21, 2023 meeting. A voice vote approved the motion unanimously.

**ADJOURNMENT:** With there being no further business, Chair Swarthout adjourned the meeting at 8:47 a.m.

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

TO: Public Works Committee  
FROM: Mary Heather Ames, Assistant Transportation & Engineering Director  
DATE: December 7, 2023  
SUBJECT: Ordinance No. O2023-011, Master Permit with Ziply Fiber Pacific, LLC

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1) Recommended Action:

No action. This is an informational presentation in advance of a Public Hearing to be held during a regular meeting of the City Council in January.

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2) Background:

The Revised Code of Washington (RCW) Chapter 35.99 and RCW 35A.47.040 give authority to City Council to grant master permits for use of Tumwater streets and other public properties. Tumwater Municipal Code 11.06 provides the framework for telecommunications master permits.

Ziply Fiber Pacific, LLC has requested the right to install, operate, and maintain a noncable telecommunications system within the rights-of-way of the City.

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3) Policy Support:

Vision | Mission | Beliefs

Opportunity: We seize opportunities to improve our community's social, environmental, and economic well-being.

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4) Alternatives:

☐ Following the public hearing, approve or modify the Master Permit.

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5) Fiscal Notes:

Ziply Fiber Pacific, LLC has paid the required fees.

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6) Attachments:

A. Ordinance No. O2023-011 Ziply Fiber Pacific, LLC Master Permit

## ORDINANCE NO. O2023-011

**AN ORDINANCE** granting to Ziply Fiber Pacific, LLC a non-exclusive Master Permit to use the public right of way to provide noncable telecommunications service to the public, subject to certain conditions and duties as further provided.

**WHEREAS**, Ziply Fiber Pacific, LLC has requested that the City grant it the right to install, operate, and maintain a noncable telecommunications system within the public ways of the City;

**WHEREAS**, the City Council has found it desirable for the welfare of the city and its residents that such a non-exclusive Master Permit be granted to the Grantee;

**WHEREAS**, the City Council has the authority under RCW Chapter 35.99 and RCW 35A.47.040 to grant master permits for the use of its streets and other public properties; and

**WHEREAS**, on December 7, 2023, the Public Works Committee of the City Council established January 2, 2024, as the date for a public hearing to consider Ordinance No. O2023-011, granting a Master Permit for Ziply Fiber Pacific, LLC, to operate in the City of Tumwater; and

**WHEREAS**, the City is willing to grant the rights requested subject to terms and conditions as specified herein.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:**

- Section 1. Parties, grant.**
- Section 2. Limits on permission.**
- Section 3. Effective date, term.**
- Section 4. Grantee's general promises.**
- Section 5. Plans to be submitted.**
- Section 6. Location or relocation.**
- Section 7. Grantee to restore affected areas.**
- Section 8. Information, good engineering, inspections.**
- Section 9. Limited access, no obstruction, accommodation.**
- Section 10. Undergrounding.**
- Section 11. Facilities for City use.**
- Section 12. Waiver, Indemnity, no estoppel, no duty.**
- Section 13. Insurance.**

**Section 14. Surety, surety fund.**

**Section 15. Taxes, fees.**

**Section 16. Master Permit administration.**

**Section 17. Acts discretionary, reservation of authority.**

**Section 18. No transfer, no stock to be issued.**

**Section 19. Amendment of Master Permit; Renewal.**

**Section 20. Additional provisions.**

**Section 1. Parties, grant.**

A. This is a Master Permit Agreement (Master Permit), pursuant to Chapter 11.06 TMC, between the City of Tumwater as Grantor, herein “City,” and Ziply Fiber Pacific, LLC, as Grantee, herein “Grantee.”

B. In return for the promises made and subject to the stipulations and conditions stated, the City grants to Grantee nonexclusive general permission to enter, use, and occupy the right of way, as shown on Exhibit “A” attached, to locate facilities to provide telecommunications service to the public in the City of Tumwater. In accepting this Master Permit, Grantee stipulates and agrees to the City’s authority to issue and require the Master Permit and stipulates and agrees to the other terms and conditions hereof.

**Section 2. Limits on permission.**

A. As used in Section 1, “telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this subsection, “information” means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. “Telecommunications service” excludes the over-the-air transmission of broadcast television or broadcast radio signals and “cable television service” as defined in 11.02.020 TMC, or other distribution of multichannel video programming, including distribution of multichannel video programming through the Internet. Grantee stipulates that this instrument extends no rights or privileges relative to the use of the right of way or other areas for such excluded purposes or any other purpose beyond the provision of telecommunications service. Should the Transportation and Engineering Director or his/her designee, with the advice of the City Attorney, determine Grantee is using the rights of way to provide cable service or to provide services beyond the scope of permission extended herein to use the public right of way, the City reserves the right to cancel this Master Permit and require Grantee to follow any applicable requirements to obtain a cable master permit or other master permit from the City, and further reserves all other rights and remedies available to the City by law.



B. The permission granted herein does not extend to areas outside those listed in Section 1. B. or activities outside those stated in Section 2. A., or otherwise to any area outside the authority of the City to extend permission under the Master Permit, such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others. The City reserves the right itself to engage in Grantee's business at any time, as may permitted by law.

C. The permission granted herein does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee must obtain specific written permission from the municipal department controlling such building or other structure or area.

D. This Master Permit is not exclusive. The City expressly reserves the right to grant rights to other entities or persons, as well as the right in its own name as a municipality, to use the rights of way for similar or different purposes allowed Grantee under this Master Permit, by lease, franchise, permit or otherwise.

### **Section 3. Effective date, term.**

A. This Master Permit shall become effective thirty (30) days after passage, approval, and publication as provided by law and expires sixty (60) months subsequent, or, at midnight \_\_\_\_\_(date), subject to the requirements of Section 3 (B), Section 13 (I) and Section 14 herein. Should the requirements of Section 13(I) not be met prior to \_\_\_\_\_(date), the effective date of this Master Permit will be delayed accordingly; as will the termination date. This does not affect the City's right to revoke the Master Permit for cause, abandonment, or because of breach of any promise, condition or stipulation stated herein.

B. In order to claim the benefits of this Master Permit and acquire the rights, privileges, and authorities hereby granted, Grantee must, within sixty (60) days of the effective date, file in the office of the City Clerk its written acceptance of said Master Permit. The failure to file such an acceptance shall be deemed a rejection by Grantee and this Master Permit shall be null and void.

### **Section 4. Grantee's general promises.**

As general promises in consideration of the grant of this Master Permit:

A. Grantee promises to remain in good standing a corporation registered to do business in the State of Washington, including a City business registration, and pay all taxes and fees applicable thereto.

B. Grantee further promises to maintain a reliable mailing address, with a named responsible person as necessary for consumer contact and a local agent for service of process, toll free public telephone number, fax number, and accessible email address 24 hours a day, seven days a week for customer access. Currently, the pertinent information is:

Responsible official and mailing address:

Ziply Fiber Pacific, LLC  
Attn: Legal Department  
135 Lake Street South, Suite 155  
Kirkland, Washington 98033

Local agent, address for process:

Corporation Services Company  
300 Deschutes Way SW, Suite 208 MC-CSC1  
Tumwater, Washington 98501

The voice and fax telephone numbers shall be personally staffed at least during normal business hours, Pacific Time zone. Any changes to this information shall be stated in writing and sent to the City's Transportation and Engineering Director, with copies to the City Clerk, referencing the title of this Master Permit, ordinance number, and this Section 4.B.

C. Grantee promises to provide fair, safe and reliable service to the public at rates which are reasonable in accord with applicable federal and state laws, including, but not limited to, RCW 80.36.170 and RCW 80.36.080. Grantee promises to comply with any other applicable federal and state legal requirements, together with all lawful municipal ordinances, resolutions of the City Council or directives of the Transportation and Engineering Director, provided such requirements are not in conflict with state or federal laws.

D. In addition to its obligations specific to new construction, a right-of-way use permit is required for all maintenance, repair or other work performed in the right-of-way. Grantee stipulates that all construction, operation, maintenance and repair activity in permitted areas is subject to the City's street obstruction or use permit ordinances or other applicable city ordinances or regulations.

E. Grantee promises to coordinate its activities with other utilities and users of permitted areas scrupulously to avoid any unnecessary cutting, damage or disturbance to the public right of way and other permitted areas, and consistent with the requirements of TMC 11.10.290, to conduct its planning, installation,

construction and repair operations at all times so to maximize the life and usefulness of the paving and municipal infrastructure.

F. Grantee promises that its uses of the right of way or other permitted areas, and any rights granted herein, shall at all times be subordinated to and subject to municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law.

G. Grantee promises to conduct all operations in or near the right of way and other permitted areas so to minimize or entirely avoid any hazard, danger or inconvenience to municipal infrastructure needs and uses, public travel, and the public convenience.

H. Grantee represents that it is familiar with Chapter 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee certifies it understands local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right of way on Grantee's behalf are similarly well informed.

#### **Section 5. Plans to be submitted.**

A. Grantee's initial construction and installation plan shall be submitted to the City's Transportation and Engineering Director as requested under such advance notification as the same may reasonably require.

B. Grantee shall submit all new or remodel construction plans and any other information requested by the City relative to such plans to the City's Transportation and Engineering Director for review and approval, with a copy of such plans and information to the City Engineer. Grantee promises that all its installations shall be placed in the standard location for telephone conduit or overhead lines, as determined by local regulation, custom and practice, or as designated by the City's Transportation and Engineering Director or his/her designee.

C. Concurrent with Grantee's acceptance of this Master Permit as provided herein, and annually thereafter, Grantee shall provide the City with as-built drawings showing any new facilities constructed within the rights of way pursuant to this Master Permit. The City may request such as-built drawings more frequently as reasonably needed to perform its duties of management of the affected rights of way, and Grantee agrees to promptly comply with such additional requests.

## **Section 6. Location or relocation.**

A. The City reserves the right to change, regrade, relocate, abandon, or vacate the right of way, and/or any skywalk or other permitted area, at no expense or liability to the City except as may be required by RCW 35.99.060, and as further provided in TMC 11.10.150. Except as otherwise required by law, Grantee promises to relocate, remove, or reroute its facilities, as ordered by the City's Transportation and Engineering Director, at its sole expense and liability subject to RCW 35.99.060. Grantee promises to protect and hold harmless the City, its officers, agents and employees from any customer or other third party claims for service interruption or other losses in connection with any such change, regrade, relocation, abandonment, or vacation of the right of way or other permitted areas. The parties agree that "relocation" refers to a permanent movement of facilities required of Grantee by the City, and not a temporary or incidental movement of facilities, including, but not limited to a raising of lines to accommodate housemoving and the like, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

B. Where the City determines to abandon or vacate any right of way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas, and the City has no obligation whatsoever with respect thereto.

## **Section 7. Grantee to restore affected areas.**

Subject always to the cost apportionment requirements of Section 6 above, as they may apply:

A. Whenever Grantee damages or disturbs any location in or near the right of way or other permitted area, Grantee agrees promptly to restore such area to its original or better condition at its sole expense and liability, to the satisfaction of the City Engineer and consistent with TMC 11.10.200. Grantee promises likewise to restore and patch all surfaces cut and to repave entirely any such portions of the right of way or other permitted areas as determined by the City Engineer to maintain and preserve the useful life thereof. Grantee promises that any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired to standards approved by the City Engineer. For pavement restorations, any resulting patch or restoration shall be thereafter properly maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed.

B. Whenever Grantee damages or disturbs any area in or near the public right of way or permitted areas, or plans to do so, Grantee stipulates the City may:

1. require Grantee to repave the entire lane within any cut or disturbed location, or greater area, to the extent it may be affected by Grantee's activities;

2. require Grantee to common trench with any other underground installation in the right of way, with cost sharing to be negotiated between the parties involved, or in the absence of agreement, as directed by the Transportation and Engineering Director or his/her designee; and/or

C. Should Grantee fail or delay in performing any obligation here or elsewhere stated, or where the Transportation and Engineering Director or his/her designee deems necessary to protect the public right of way or to avoid liability, risk or injury to the public or the City, the Transportation and Engineering Director or his/her designee may proceed to perform such obligation, including any remedial or preventive action deemed necessary, at Grantee's sole expense and liability, except where otherwise required by law, but no action or inaction by the Transportation and Engineering Director or his/her designee shall relieve Grantee of its obligation to indemnify and hold the City harmless as set forth hereafter. Prior to undertaking corrective effort, the Transportation and Engineering Director or his/her designee shall make a reasonable attempt to notify Grantee, except consistent with TMC 11.10.180 no notice is needed if the Transportation and Engineering Director or his/her designee declares an emergency or determines a need for expedient action. This remedy is supplemental and not in the alternative to any other municipal right.

#### **Section 8. Information, good engineering, inspections.**

A. Consistent with TMC 11.10.220, Grantee promises to supply and maintain and keep updated, at no cost and available within the State of Washington, any information requested by the Transportation and Engineering Director or his/her designee to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information may include an installation inventory, location of existing facilities, maps, plans, operational data, and as-built drawings of Grantee's installations, in the City of Tumwater or County of Thurston. Said information may be requested either in hard copy and/or electronic format compatible with the City's data base system, as now or hereafter existing, including the City's geographic information system (GIS) data base. Grantee shall keep the Transportation and Engineering Director or his/her designee informed of its long-range plans for coordination with the City's long range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the parties agree to work together to avoid disclosures of information which would

result in economic loss or damage to Grantee because of anticipated mandatory disclosure requirements to third persons. Grantee agrees to indemnify and hold harmless the City for any loss or liability for costs or attorney's fees because of nondisclosures requested by Grantee under Washington's open public records law. City promises to use best efforts to provide reasonable notice and opportunity to Grantee to defend and/or seek a protective order preventing disclosure under the open public records law.

C. Consistent with TMC 11.10.140, Grantee promises all of its property and facilities shall be operated and maintained in good order and condition and in accordance with good engineering practice. In connection with the civil works of Grantee's system, including, trenching, paving, compaction and locations, Grantee promises to comply with the Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, edition currently in use by the City, together with the City's Supplemental Specifications thereto, and all other relevant City ordinances and regulations, all as now or hereafter amended.

D. Grantee promises its system shall comply with the applicable federal, state and local laws, including the National Electric Safety Code, Washington's Safety Standards for Telecommunications, and Washington's Safety Standards for Electrical Workers, where applicable.

E. The City reserves the right to inspect and approve Grantee's installations during construction, repair or installation, and after completion. Where the Transportation and Engineering Director or his/her designee determines Grantee has created a problem within the area of municipal regulatory authority and requiring a municipal response and remedial action, an order may be issued with a compliance schedule. All reasonable costs of municipal inspections and enforcement, including staff time, are to be paid by Grantee.

**Section 9. Limited access, no obstruction, accommodation.**

A. The City reserves the right to limit or exclude Grantee's access to a specific route, or to any public right of way as shown on Exhibit "A", attached, when, in the judgment of the Transportation and Engineering Director or his/her designee, there is inadequate space, a pavement cutting moratorium (subject to the requirements of applicable law) unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Transportation and Engineering Director or his/her designee, provided, it shall do so consistent with state and federal law.

B. Grantee will not obstruct, hinder, damage, or otherwise interfere with municipal infrastructure uses of the right of way or other permitted areas. Except where otherwise authorized in writing, Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten

(10) feet from above-ground City water facilities; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right of way, will develop and follow the City Engineer's determination for guidelines and procedures for determining specific utility locations, subject additionally to this Master Permit.

C. In addition, subject however to RCW Ch. 35.99, the Transportation and Engineering Director or his/her designee may determine with respect to uses permitted under this Master Permit, in the exercise of reasonable discretion, when and where reasonable accommodation shall be made by Grantee to the City for public needs or, where requested, other third party needs, how such accommodation should be made, and a reasonable apportionment of any expenses of the same, PROVIDED, that this Master Permit creates no third party beneficial interest in any other entity, or any enforceable contractual right to require the City to order such accommodation. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right of way occupants or users, other utilities, grantees, or permittees. The City assumes no responsibility for such conflicts.

D. In administering this provision, the City understands that private property may not be taken or damaged without just compensation as required by Article I, Section 16 of the Washington State Constitution with respect to any specific loss or damage occasioned to Grantee's lawfully permitted facilities and equipment to be located in the public right of way. Grantee likewise understands that it does not hold any leasehold or ownership interest in the public right of way and occupies it at the sufferance of the City, subject to the primary purposes and principles as outlined in Chapter 11.10 TMC.

### **Section 10. Undergrounding.**

A. The purpose of this section is to recognize and preserve the City's control over uses of the public right of way, consistent with the municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

B. The City finds that overhead lines and aboveground wire facilities and installations in the right of way and other permitted areas adversely impact upon the public use and enjoyment of such areas. Consistent with TMC 11.10.050, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Master Permit, Grantee agrees to coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third party beneficiary rights be implied or created.

C. Nothing in this section shall be permitted to conflict with RCW 35.99.060, and the provisions of this section shall be applied in conformity thereto.

### **Section 11. Facilities for City use.**

Consistent with RCW 35.99.070 and TMC 11.10.060 and .070, at such time when Grantee is constructing, relocating, or placing ducts or conduits in public rights of way, the Transportation and Engineering Director or his/her designee may require Grantee to provide the City with additional duct or conduit, or conduit and related structures necessary to access the conduit at mutually convenient locations. In such event, the parties further agree that the City's access points to City fiber in Grantee's system shall be at least sufficient to permit reasonable municipal access for municipal needs, provided that:

A. The City enters into a contract with the Grantee consistent with RCW 80.36.150. The contract rates to be charged should recover the incremental costs of Grantee. If the City makes the additional duct or conduit and related access structures available to any other entity for the purposes of providing telecommunications or cable television service for hire, sale, or resale to the general public, the rates to be charged, as set forth in the contract with the entity that constructed the conduit or duct, shall recover at least the fully allocated costs of Grantee. Grantee shall state both contract rates in the contract. The Transportation and Engineering Director or his/her designee shall inform the Grantee of the use, and any change in use, of the requested duct or conduit and related access structures to determine the applicable rate to be paid by the City.

B. The City shall not require that the additional duct or conduit space be connected to the access structures and vaults of the Grantee.

C. The City shall require that any other entity that is granted permission to use additional duct or conduit and related access structures, obtains written approval from Grantee prior to attaching to or otherwise using a facility or structure in the right of way that is owned by Grantee.

D. Grantee shall notify the City Engineer at least 14 days prior to opening a trench at any location to allow the City to exercise its options as provided herein.

### **Section 12. Waiver, indemnity, no estoppel, no duty.**

The Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability to any person, including claims by the Grantee's own employees to which the Grantee might otherwise be immune



under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the Grantee, its agents, servants, officers, or employees in performing under this Master Permit are the proximate cause. The Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability to any person including claims by the Grantee's own employees, including those claims to which the Grantee might otherwise have immunity under Title 51 RCW, arising against the City solely by virtue of the City's ownership or control of the rights-of-way or other public properties, by virtue of the Grantee's exercise of the rights granted herein, or by virtue of the City's permitting the Grantee's use of the City's rights-of-way or other public property, based upon the City's inspection or lack of inspection of work performed by the Grantee, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this Master Permit, or pursuant to any other permit or approval issued in connection with this Master Permit. This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of the negligent acts or omissions of the Grantee, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this authorization, Master Permit, or lease.

Inspection or acceptance by the City of any work performed by the Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the Grantee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of the Grantee, then the Grantee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this Section shall survive the expiration or termination of this Master Permit.

Notwithstanding any other provisions of this Section, the Grantee assumes the risk of damage to its facilities located in the City's rights-of-way, easements, and property from activities conducted by the City, its officers, agents, employees, and contractors. The Grantee releases and waives any and all claims against the City, its officers, agents, employees, or contractors for damage to or destruction of the Grantee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, and contractors, in the rights-of-way, easements, or property subject to this authorization, Master Permit, or lease, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious action on the part of the City, its officers, agents, employees, or contractors. The Grantee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the Grantee's Facilities as the result of any interruption of service due to damage or destruction of the user's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, or contractors.

### **Section 13. Insurance.**

#### **A. Insurance Term**

The Grantee shall procure and maintain for the duration of the Agreement and as long as Grantee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and use of the rights-of-way.

#### **B. No Limitation**

The Grantee's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

#### **C. Minimum Scope of Insurance**

The Grantee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Master Permit using ISO endorsement CG 20 12 05 09 if the agreement is considered a master permit, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Master Permit covering losses caused by pollution conditions that arise from the operations of the Grantee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Grantee's Excess or Umbrella Liability insurance policy.

#### **D. Minimum Amounts of Insurance**

The Grantee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

4. Excess or Umbrella Liability insurance shall be written with

limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

5. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$5,000,000.00.

#### **E. Other Insurance Provisions**

1. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

2. Verification of Coverage. The Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements annually, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Master Permit. Upon request by the City, the Grantee shall furnish certified copies of all required insurance policies, including endorsements, required in this Master Permit and evidence of all subcontractors' coverage.

3. Notice of Cancellation. Grantee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

4. Failure to Maintain Insurance. Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of Master Permit, upon which the City may, after giving five business days' notice to the Grantee to correct the breach, terminate the Master Permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

5. City Full Availability of Grantee Limits. If the Grantee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this Master Permit or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

6. Grantee – Self-Insurance. If the Grantee is self-insured or becomes self-insured during the term of the Master Permit, Grantee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a

copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Grantee or its parent company is responsible for all payments within the self-insured retention; and (iii) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Master Permit.

7. Subcontractors. The Grantee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Grantee-provided insurance as set forth herein, except the Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Grantee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

The requirements of this Section must be met prior to the effective date of this Master Permit.

#### **Section 14. Surety, surety fund.**

A. The grant of this Master Permit by the City to Grantee is conditioned upon Grantee's presentment of a performance and construction bond, irrevocable letter of credit or deposit of monies representing the full amount of the work to be performed under this Master Permit, in order to ensure its performance hereunder. Said bond, or letter of credit, must meet with approval of the City Attorney. Said bond or letter of credit shall be required to remain in full force and effect until twelve (12) months following the term of this Master Permit.

B. Consistent with TMC 11.10.270, the rights granted under this Master Permit are further conditioned upon Grantee's establishing a permanent security fund with the City by depositing \$20,000.00 with the City, in cash, or by presentment of an unconditional letter of credit, or other instrument acceptable to the City, which fund shall be maintained at the sole expense of the Grantee so long as any of Grantee's facilities are located within the City's right of way or upon City property. Interest derived from a cash deposit shall accrue to the benefit of the Grantee. The City will comply with the requirements of TMC 11.10.270 for the use of these funds.

#### **Section 15. Taxes, fees.**

A. The parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee for permission to use the right of way for telephone business purposes, as that activity is legally defined in that context. Grantee agrees if this prohibition is removed, that the City may assess a reasonable franchise fee, consistent with any applicable requirements of the 1996 Federal

Telecommunications Act. In addition, Grantee acknowledges and accepts the authority of the City to impose certain fees pursuant to RCW 35.21.860. Fees that may be imposed on Grantee by the City include, but are not limited to, those set forth in TMC 11.06.160, and 11.06.170. Any such fees imposed after the effective date of this Master Permit will be due and payable upon demand by the City.

B. The parties further understand that RCW 35.21.870 currently limits the rate of City tax upon telephone business activity to six percent (6%) of gross receipts, unless a higher rate is approved by vote of the people. The parties agree however that nothing in this Master Permit shall limit the City's power of taxation, as may now or hereafter exist. Grantee stipulates that all of its business activities now or hereafter conducted in the City of Tumwater are taxable activities subject to the six percent (6%) rate to be included in gross receipts received, as imposed under the City's telephone business tax, adopted in Chapter 3.28 TMC. This provision does not limit the City's power to amend Chapter 3.28 TMC as may be permitted by law.

C. Consistent with Chapter 5.10 TMC, Grantee shall make all required payments in the form, intervals and manner requested by the City Finance Director, and furnish him/her any information related to his/her revenue collection functions reasonably requested. In case of audit, the Finance Director may require Grantee to furnish a verified statement of compliance with Grantee's obligations or in response to any questions. Said certificate may be required from an independent, certified public accountant, at Grantee's expense. All audits will take place on Grantee's premises or offices furnished by Grantee, which shall be a location in the City of Tumwater. Grantee agrees, upon request of the City Finance Director, to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Finance Director on the same day as filed, postage prepaid, affecting any of Grantee's facilities or business operations in the State of Washington.

#### **Section 16. Master Permit administration.**

A. General administration of this Master Permit for the City is through the Administrative Services Department. All questions of application, interpretation, conflict or ambiguity arising out of or in connection with this Master Permit are determined by the TRANSPORTATION AND ENGINEERING DIRECTOR or his/her designee, in consultation with the City Attorney and City Engineer, except as otherwise specifically stated.

B. The Transportation and Engineering Director or his/her designee may interpret provisions, resolve conflicts and develop procedures needed to implement and enforce the Master Permit provisions. Considering Sections 1, 2, 4, 17, and the other portions of this Master Permit and Chapter 11.10 TMC, the Transportation

and Engineering Director or his/her designee may grant exceptions or impose additional requirements relating to the public interest in particular circumstances in the exercise of reasonable discretion, but the same shall not be a defense to any Master Permit obligation unless set forth in writing by the Transportation and Engineering Director or his/her designee. Exceptions are revocable. The Transportation and Engineering Director or his/her designee may cause to be issued inspection or compliance orders with or without notice, together with a compliance schedule as deemed necessary. For the performance of all Master Permit obligations, Grantee understands that time is of the essence.

C. Should Grantee wish to challenge any obligation or requirement arising under this Master Permit, Grantee must submit its complete file, with verification, showing the basis of Grantee's position. The Transportation and Engineering Director or his/her designee may also request any additional information deemed necessary. Within twenty (20) days after receiving Grantee's submittal and any requested information, the Transportation and Engineering Director or his/her designee shall issue a decision, and in the case of any challenged cost, a finding determining the true and allowed amount of said cost. The Transportation and Engineering Director or his/her designee may set off any allowed cost against any other cost owing the City, whether under this Master Permit or otherwise arising between Grantee and the City.

D. Grantee may appeal any decision of the Transportation and Engineering Director or his/her designee to the City Hearing Examiner, c/o City Clerk, by filing a written notice of appeal within ten (10) days of the date of issuance by the Transportation and Engineering Director or his/her designee, with copies also sent to the City Attorney. The notice must include a copy of the decision and record submitted to the Transportation and Engineering Director or his/her designee by Grantee. The Hearing Examiner procedure is governed by Chapter 2.58 TMC, as written or hereafter amended. Further appeals will be available according to TMC 2.58.150 et. seq. as written or hereafter amended.

### **Section 17. Acts discretionary, reservation of authority.**

A. All City acts undertaken pursuant to this Master Permit shall be deemed discretionary, guided by considerations of the public health, safety, esthetics and convenience, sections 1, 2, 4, and other provisions of this Master Permit and Chapters 11.06 and 11.10 TMC. Grantee agrees that the City reserves all municipal powers now or hereafter granted by law, including without limitation the power to tax and license, regulate activities (except those under exclusive WUTC or FCC authority or as otherwise preempted) and land use, protect the public health and safety, and regulate and control the use of public right of way.

B. Should Grantee have any question as to a conflict or ambiguity with

respect to its rights under this Master Permit or applicable federal or state law, it agrees to first submit the same to the Transportation and Engineering Director, with any supporting materials or authorities. The Transportation and Engineering Director will proceed under Section 16 herein. The intent of this provision is to provide a quick and efficient means of understanding and resolving problems arising under this instrument, consistent with the objectives of any general municipal regulatory program, as now or hereafter arising and other applicable laws.

**Section 18. No transfer, no stock to be issued.**

A. This Master Permit shall not be sold, leased, assigned, or otherwise alienated without the express consent of the City, expressed by ordinance of the City Council passed for that purpose, and no rule of estoppel shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this section. The City agrees not to withhold consent where Grantee demonstrates that the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger of or with any entity controlled by, controlling, or under the common control of the Grantee, there being no other change in the resulting entity's ability to meet its financial obligations. In the event a transfer, assignment, or disposal of franchisee's ownership is approved by the Washington Utilities and Transportation Commission, the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

B. The City reserves the right to invoke any or all provisions of this Master Permit upon the Grantee's successors or assigns, judgment creditors, or distributees of facilities or property used in enjoyment of privileges conferred herein, whether or not stated elsewhere, all without waiver of the right to withhold consent not expressly given of any such transfer and/or require a new master permit.

C. Grantee will not permit installations by others in areas authorized under this Master Permit, without written approval from the Transportation and Engineering Director or his/her designee and subject to any requirements of law, ordinance or regulation. Such approval shall not be in lieu of a master permit or other requirements of the City. Whether or not permitted, Grantee remains responsible for all third party users permitted or allowed by Grantee for compliance with this Master Permit. The intent of this provision is so third parties who might otherwise desire to use Grantee's facilities are also required to comply with City requirements regarding master permits, leases, or other uses of City right of way, as may apply.

D. Grantee agrees that, upon a condemnation proceeding or other  
Ordinance No. O2023-011



negotiation by the City to acquire the properties of the Grantee, it will not have any right to receive payment or award on account of this Master Permit or permissions granted hereunder. Grantee waives all such claims against the City. The City shall have no obligation to make any payment to Grantee or award in condemnation for any other asset or interest of Grantee, except as required under the State of Washington and United States Constitutions or as state or federal laws may preemptively require.

#### **Section 19. Amendment of Master Permit; Renewal.**

Consistent with TMC 11.06.110, a new Master Permit application shall be required if Grantee desires to extend its Master Permit territory or to locate its Facilities in City rights of way which are not included in this Master Permit.

Consistent with TMC 11.06.120, if Grantee desires to renew its Master Permit for an additional term, it must, not more than 180 days nor less than 120 days before expiration of this Master Permit, file an application with the City for renewal of its Master Permit, to include the requirements of TMC 11.06.120.

#### **Section 20. Additional provisions.**

A. In the event of significant change in law regulating Grantee's activities under this Master Permit or change in municipal authority to act under the terms of the Master Permit, or significant change or advancement in technology governing Grantee's functions, the parties, upon mutual agreement, may renegotiate any or all provisions of this Master Permit, but no obligation to do so is created by this section.

B. This Master Permit may be revoked by the City Council by resolution in the event the Grantee or any of Grantee's lessees or other users shall fail, after notice or demand, to comply with any of the terms, conditions, or obligations imposed upon the Grantee hereunder, but the City shall have no obligation to do so. No forbearance by the City of any term or condition of this Master Permit in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition.

C. Grantee may abandon and surrender its facilities to the City upon six (6) months written notice to the Transportation and Engineering Director, with copies thereof served upon the City Administrator and City Attorney. Abandonment shall be subject to acceptance by the City, by a resolution of acceptance adopted by the City Council.

D. Upon abandonment, non renewal, revocation, or expiration of this Master Permit and if no extension is granted, Grantee may, at the discretion of the

Transportation and Engineering Director, be required in part or entirely, to remove all its fiber, wire, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Master Permit. Alternatively, the Transportation and Engineering Director may direct, limit or condition Grantee's removal, sale or continued use or abandonment of Grantee's facilities and equipment, either by agreement or through means of any other lawful municipal power or right. The City may continue to invoke any provision of this Master Permit against Grantee or any successor entity enjoying de facto master permit privileges after revocation or expiration. The City may take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interests of the City and its residents.

An abandonment shall occur if the Grantee ceases providing service for a period of six (6) months or longer or the Grantee expresses in some other manner an intent to abandon.

E. This Master Permit is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Thurston County Superior Court.

\*\*\*Signatures on Following Page\*\*\*

F. If any paragraph, provision or clause of this Master Permit is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of the permit shall not be affected.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Published:\_\_\_\_\_

Effective date:\_\_\_\_\_

## Acceptance of City Master Permit

Ordinance No. O2023-011, effective \_\_\_\_\_, 2023.

I, \_\_\_\_\_(name printed), am the \_\_\_\_\_(title)  
of \_\_\_\_\_(company), and am an authorized  
representative to accept the above referenced City Master Permit Ordinance on  
behalf of Ziplly Fiber Pacific, LLC.

I certify that this Master Permit and all terms and conditions thereof are accepted  
without qualification or reservation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

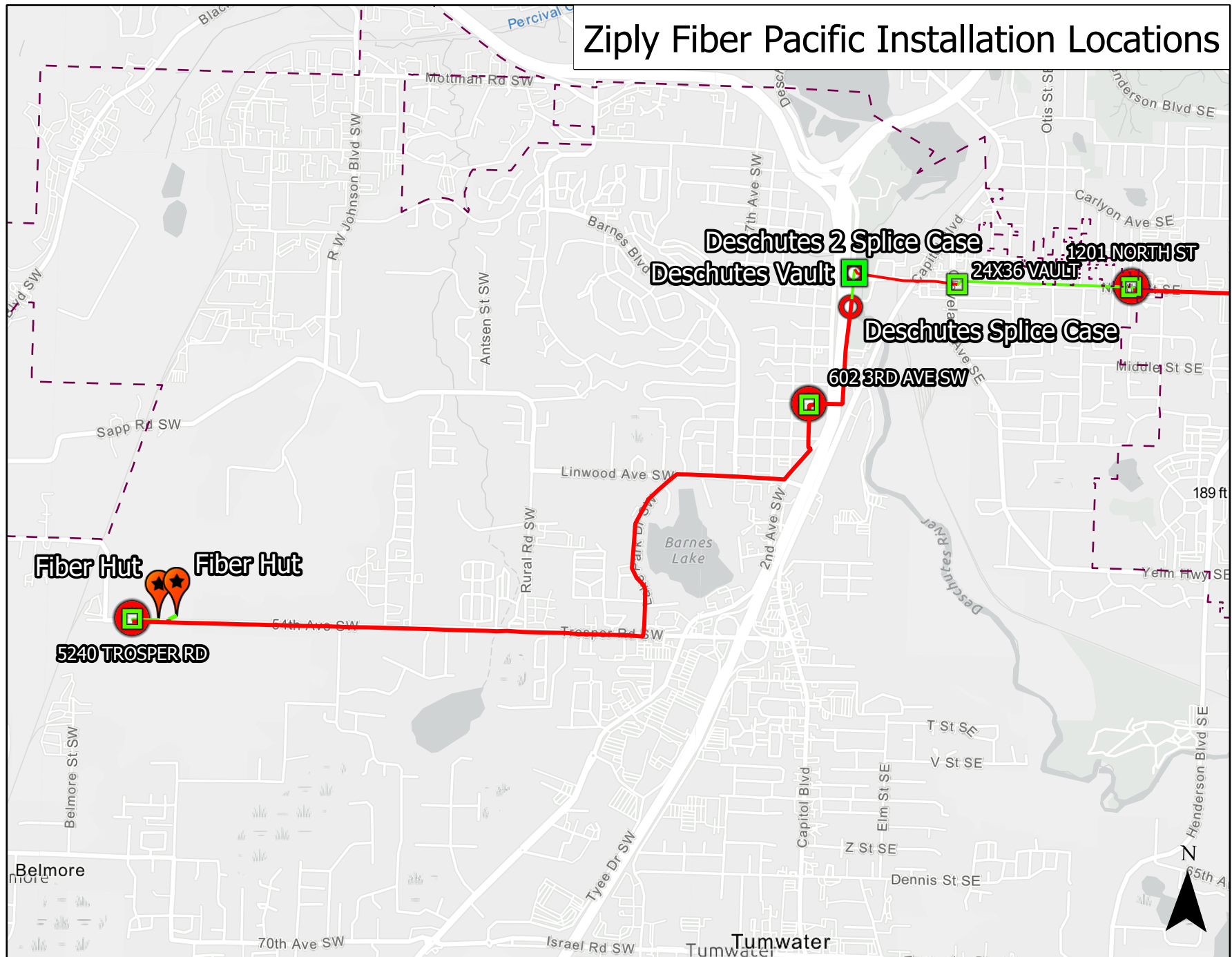
State of Washington       )  
  ) ss  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that (he/she)  
signed this instrument, on oath stated that (he/she) was authorized to execute the  
instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ to be the free and voluntary act of such party for the uses and  
purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Notary Public in and for the State of  
Washington  
My appointment expires \_\_\_\_\_

# Zipty Fiber Pacific Installation Locations



TO: Public Works Committee  
FROM: Don Carney, Senior Capital Projects Manager  
DATE: December 7, 2023  
SUBJECT: Barclift Park and Tumwater Hill Park Restroom Improvements, Acceptance of Work

---

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council accept the Barclift Park and Tumwater Hill Park Restroom Improvements project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow.

---

2) Background:

The project consisted of installation of two pre-fabricated concrete restrooms with utilities, drinking fountains, and installation of a bike rack and updated ADA parking ramp at Tumwater Hill Park.

On May 19, 2022, the City Council awarded and authorized the mayor to sign a public works contract with KBH Construction Company, of Olympia, Washington in the amount of \$215,900. Work on this project is now complete; the final contract total is \$205,655, which is under Contractor bid by \$10,245.

---

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2023-2024:

A. Build a Community Recognized for Quality, Compassion and Humanity

---

4) Alternatives:

☐ Do not accept the project as complete and direct staff to pursue alternative actions(s).

---

5) Fiscal Notes:

Funding for construction of this project was provided from the Metropolitan Parks District and the City's General Fund.

---

6) Attachments:

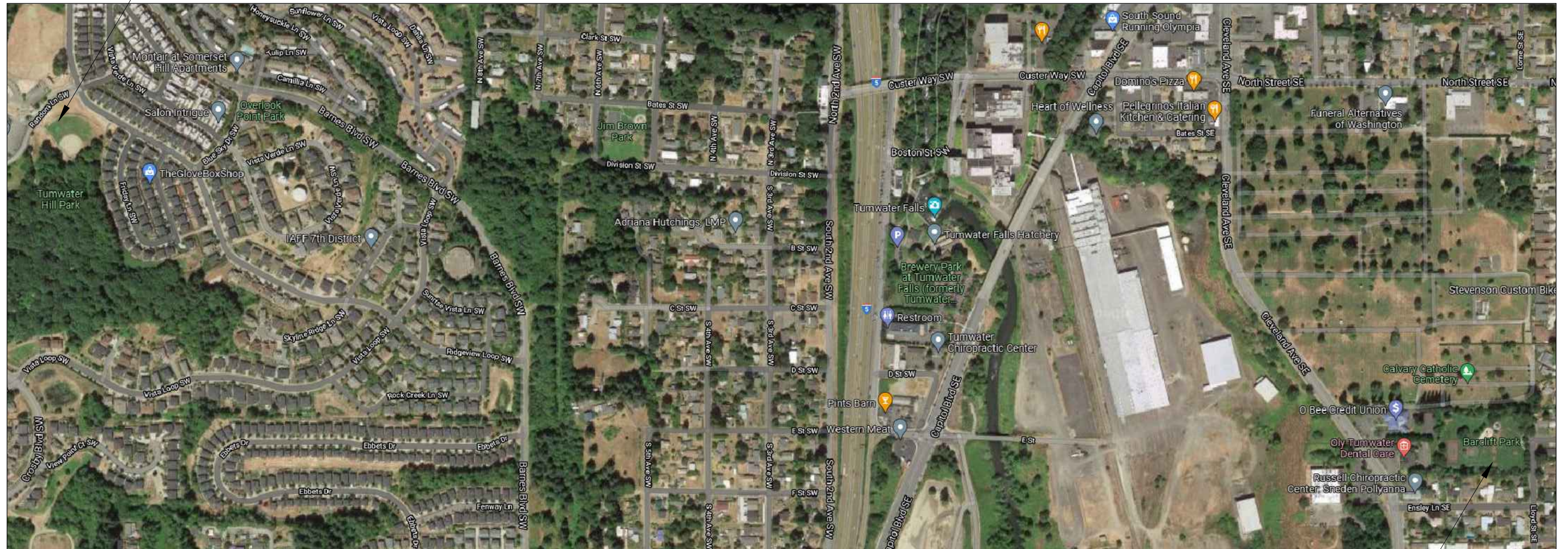
A. Vicinity Map



# BARCLIFT & TUMWATER HILL PARK RESTROOM IMPROVEMENTS

CITY OF TUMWATER PARKS AND RECREATION DEPARTMENT

TUMWATER HILL PARK



VICINITY MAP

NOT TO SCALE

BARCLIFT PARK



TO: Public Works Committee  
 FROM: Don Carney, Senior Capital Projects Manager  
 DATE: December 7, 2023  
 SUBJECT: Construction Project with Tapani, Inc., for the Kindred Park Project, Acceptance of Work

---

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council accept the Kindred Park Construction project as complete and authorize the Mayor to release the performance bond as soon as the laws of the state of Washington allow.

---

2) Background:

The park construction project consisted of the installation of a 24 foot by 24 foot covered shelter with lighting, electricity and four picnic benches; one large youth play structure; one triple-wide concrete embankment slide; one 100-foot long zip line; a half-court basketball court; several seating benches; and landscaping and irrigation.

On November 25, 2022, the City Council awarded and authorized the mayor to sign a public works contract with Tapani, Inc, of Battle Ground, Washington in the amount of \$579,794. Work on this project is now complete and the final contract total was \$584,281, which was over contractor bid by \$4,487. The City requested change orders for installation of rubber mats at the base of the play slides, removal of additional excavated dirt, and making the site safer while waiting for installation of play equipment.

---

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2023-2024:

A. Build a Community Recognized for Quality, Compassion and Humanity

---

4) Alternatives:

☐ Do not accept the project as complete and direct staff to pursue alternative actions(s).

---

5) Fiscal Notes:

Funding for construction of this project came from the Tumwater Metropolitan Park District.

---

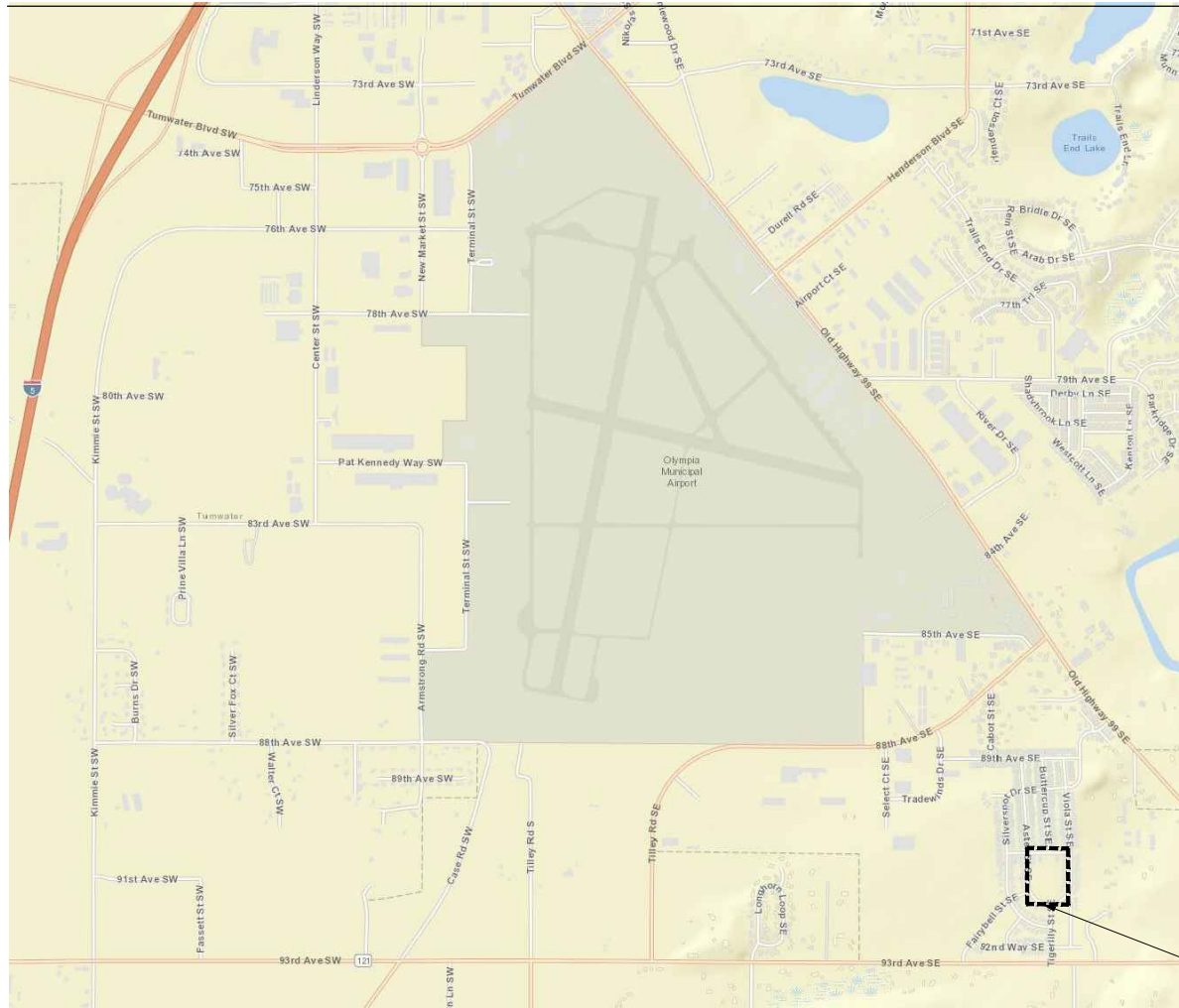
6) Attachments:

A. Vicinity Map



# KINDRED PARK

CITY OF TUMWATER PARKS AND RECREATION DEPARTMENT



**KINDRED PARK  
PROJECT  
LOCATION**

**VICINITY MAP**

NOT TO SCALE

TO: Public Works Committee  
 FROM: Don Carney, Capitol Projects Manager  
 DATE: December 7, 2023  
 SUBJECT: Service Provider Agreement with Cardinal Architecture P.C. for Historic Brewery Tower Renovation, Amendment No. 5

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1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Fifth Amendment to Service Provider Agreement for Historic Brewery Tower Renovation with Cardinal Architecture P.C., for a total compensation not to exceed \$323,315.

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2) Background:

The City, through Cardinal Architecture P.C., previously completed the Historic Brewery Tower Protection & Renovation Report. The report included a phased strategy and project design for maintaining, preserving, and renovating the City's historic brewery tower.

The City then solicited Statements of Qualifications for architectural services for the design of the next phase of the project to complete limited renovations. Cardinal Architecture P.C. was selected for the design work that ultimately culminated in completion of the Historic Brewery Tower Renovation Phase I – Roof and Masonry construction project. The construction project included removal of a temporary roof over the fourth and fifth floors, new roof gutters and temporary downspouts, damaged and missing brick replacement, and masonry repairs. The service provider agreement was amended to extend the term for Phase I design services.

In 2020, the service provider agreement was amended again to include scope and fee for the Historic Brewery Tower Renovation Phase II Seismic Improvements project. The Second Amendment increased the not-to-exceed agreement amount to \$312,290 and extended the term of the agreement again. Phase II design services includes schematic design, structural engineering, probable construction costs, construction drawings, and project bid documents. A Third Amendment extended the term of services to December 31, 2023. The Fourth Amendment increased the not-to-exceed agreement amount to \$323,315, added additional scope to update the previous seismic retrofit design to current 2018 International Building Code, and increased the consultant fees.

The Fifth Amendment to the Service Provider Agreement extends the term of services only to December 31, 2024.

---

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2023-2024:

A. Build a Community Recognized for Quality, Compassion and Humanity.

---

4) Alternatives:

- ☐ Recommend approval of the amendment as is.
  - ☐ Request changes to the scope of work.
  - ☐ Recommend against approval of the amendment.
- 

5) Fiscal Notes:

Funding for the architectural and engineering services to be completed under this Amendment is from the General Government CFP. The City was awarded a \$512,723 Heritage Capital Grant for Phase 2 construction.

---

6) Attachments:

- A. Fifth Amendment to Service Provider Agreement for Historic Brewery Tower Renovation.

**FIFTH AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
HISTORIC BREWERY TOWER RENOVATION**

This Fifth Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and CARDINAL ARCHITECTURE P.C., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective July 10, 2018, as amended by a First Amendment dated July 26, 2019, a Second Amendment dated October 8, 2020, a Third Amendment dated November 30, 2021, and a Fourth Amendment dated April 28, 2022, whereby the SERVICE PROVIDER agreed to provide architectural services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 1 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2024.

\*\*\* Signatures on following page \*\*\*

## 2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

CARDINAL ARCHITECTURE P.C.  
1326 5<sup>th</sup> Avenue, Suite 440  
Seattle, WA 98101-2628  
Tax ID Number: 602-708-154  
Phone Number: 206-624-2365

\_\_\_\_\_  
Debbie Sullivan  
Mayor

\_\_\_\_\_  
Signature (Notarized – see below)  
Printed Name: James Cary  
Title: President

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

State of Washington

County of King

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Notary Public in and for the State of Washington  
My appointment expires \_\_\_\_\_

Fifth Amendment to Service Provider Agreement - Page 2 of 2  
Historic Brewery Tower Renovation

The TO: Public Works Committee  
 FROM: Bill Lindauer, Engineering Services Manager  
 DATE: December 7, 2023  
 SUBJECT: Fiber Optic Agreement with WSDOT, Amendments 14 and 15

---

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Fiber Optic Agreement Amendments No. 14 and No. 15, which allows the continued operation of shared fiber optic services.

---

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. 14 addresses the emergency repair of a 144-strand fiber optic cable, which was cut during the I-5/Trosper Rd/Capitol Blvd Reconfiguration project. The conduit system housing the fiber optic cabling was located shallower than anticipated and in direct conflict with the permanent roadway improvements being performed as a part of the project. The City of Tumwater agreed to reimburse WSDOT the full sum of \$27,679.41 for the work completed by INSI on WSDOT Contract No. K1582.

Amendment No. 15 addresses fiber optic cable undergrounding work at Trosper Road and 6<sup>th</sup> Avenue. The existing fiber optic cabling was found to be in direct conflict with the permanent roadway improvements included as part of the I-5/Trosper Rd/Capitol Blvd Reconfiguration project. As such, the fiber optic conduit pathway needed to be re-routed to facilitate construction progression as part of the project. The City agreed to reimburse WSDOT the full sum of \$63,472.78 for the work completed by INSI on WSDOT Contract No. K1588.

---

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. 14 and No. 15 and terminate the City's shared fiber optic services.
- 

5) Fiscal Notes:

The funds are available in the Fiber Fund for both Amendment No. 14 (\$27,679.41) and Amendment No. 15 (\$63,472.78).

---

6) Attachments:

- A. Amendment No. 14
- B. Amendment No. 15
- C. Relocated Fiber Pathway for Amendment No. 15

**Contract No. DP01076  
Washington State Department of Transportation  
Amendment No. 14**

This is AMENDMENT No. 14 (**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. to repair a damaged section of fiber cable along Capitol Way in Tumwater, WA. The purpose of this amendment 14 is for the reimbursement of the work performed under WSDOT Contract K1582, attached as **Attachment A**.

**2. Statement of Work**

**2.1. WSDOT shall agree:**

2.1.1. WSDOT contracted with INSI, Inc under WSDOT Contract K1582 to remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way in Tumwater, WA. INSI furnished and installed a new 144 fiber, spliced the 144 fiber at both ends, and labeled all the fiber optic cable with the fiber optic tag and special tag as required with PSE.

**3. Compensation**

**3.1.** The City of Tumwater, in consideration of the faithful performance of the Work to be 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 reimburse to WSDOT the amount of twenty-seven thousand six hundred seventy-nine dollars and forty-one cents (\$27,679.41), plus applicable taxes, for all Work pursuant to WSDOT Contract K1582, attached as **Attachment A**, herein incorporated by this reference.



**3.3.** 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

**Contract No. K1582**  
**for**  
**Outdoor Cabling Services**  
**WSDOT Tumwater- Capitol Way Fiber Repair**  
**Between the**  
**Washington State Department of Transportation**  
**and**  
**INSI**

THIS AGREEMENT NO. K1582 is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “WSDOT” and Vendor, Intracommunication Network Systems, Inc., hereinafter referred to as “INSI”. All rights and obligations of the parties are subject to and governed by the terms of the Department of Enterprise Services (DES) Master Contract #05620-08 including any subsequent modifications and incorporated herein.

## **1 PURPOSE**

This agreement is for all charges as agreed to by WSDOT and INSI for repairing damaged fiber cut between McDonalds and Jiffy Lube on Capitol Way.

## **2 RECITALS**

- A. WHEREAS, the Department of Enterprise Services conducted a solicitation (05620) for Information Technology (IT) Cabling Services and Installation.
- B. WHEREAS, as a result of the solicitation, INSI and DES entered into Master Agreement number 05620-08 for IT Cabling Services and Installation effective November 12, 2021.
- C. WHEREAS, this contract has been declared Public Works, per the attached **Exhibit B**, Scope of Work and Quote Sheet.
- D. WHEREAS, it is in the interest of INSI and WSDOT to enter into this Agreement and INSI and WSDOT are authorized to enter into this Agreement pursuant to [RCW 39.04](#) and [RCW 43.41A](#).

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

## **3 STATEMENT OF WORK**

As described in **Exhibit B – Scope of Work**, vendor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

This will be repairing a damaged section of fiber cable along Capitol Way in Tumwater, WA, City of Tumwater conduit was too shallow for contractor to be responsible so city will cover the costs to repair the cable.

- Remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way.
- Furnish and install a new 144 fiber.
- Splice the 144 fiber at both ends.
- Label all the fiber optic cable with the fiber optic tag and special tag as required with PSE.

Please see “**Exhibit A - Contact Information**” for WSDOT personnel names and phone numbers.

#### 4 COST

- 4.1 WSDOT is under no obligation to pay for services under this Contract until WSDOT has requested services.
- 4.2 Costs for this agreement are outlined in the attached quote, labeled **Exhibit B**. Total costs for this agreement shall not exceed twenty-seven thousand six hundred seventy-nine dollars and forty-one cents (\$27,679.41), taxes and fees included.

#### 5 PERIOD OF PERFORMANCE

- 5.1 The period of performance for this agreement shall be ninety (90) days, commencing on the effective date.
- 5.2 The effective date of this agreement is March 1, 2023.

#### 6 ADDITIONAL WORK

Additional work beyond the scope of work identified in Section 3 [STATEMENT OF WORK](#) will require a written amendment to this agreement as specified in Section 10 [AGREEMENT ALTERATIONS AND AMENDMENTS](#).

#### 7 PAYMENT

WSDOT shall pay INSI twenty-seven thousand six hundred seventy-nine dollars and forty-one cents (\$27,679.41), taxes and fees included, as outlined in Section 3 [STATEMENT OF WORK](#). There will be no further compensation between WSDOT and INSI, unless otherwise agreed to in writing and amended per the terms of Section 10 [AGREEMENT ALTERATIONS AND AMENDMENTS](#).

#### 8 BILLING PROCEEDURE

- 8.1 INSI shall invoice WSDOT for the total cost of the project as specified in Section 3 [STATEMENT OF WORK](#) under this Agreement.
- 8.2 WSDOT shall remit payment to INSI within 30 days from receipt of invoice.
- 8.3 Invoices shall reference the WSDOT contract number K1582, and be forwarded to the invoicing contact identified in **Exhibit A**.

#### 9 FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in

any way after the effective date of this Agreement and prior to completion of the work in the Agreement, WSDOT may:

- (1) Terminate this Agreement with thirty (30) business days advance notice. If this Agreement is terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- (2) Renegotiate the terms of this Agreement under those new funding limitations and conditions.
- (3) Pursue such other alternative as the parties mutually agree to in writing.

## **10 AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **11 TERMINATION**

### **11.1 Termination for Convenience**

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **11.2 Termination for Cause**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to initiate a correction of the violation or failure within 15 calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **12 DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

## **13 GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable state and federal statutes and rules;

- (2) Statement of work (SOW)
- (3) Contractor's Master Contract #05620-08 with the Department of Enterprise Services;
- (4) Any Amendment executed under this contract; and
- (5) Any other provisions of the Agreement, including materials incorporated by reference.

## 14 ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

## 15 WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## 16 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

## 17 CONTRACT MANAGEMENT

### 17.1 Contact Information

All contact information for the management of this agreement shall be identified in [Exhibit A](#), attached hereto and by this reference made a part hereof. Exhibit A may be updated by either party for their agency only and shall be submitted in writing or electronic mail to the other party by the Contract Administrators. Any update to Exhibit A shall state the effective date of said update.

### 17.2 Contract Managers

The Contract Managers for both WSDOT and INSI identified in [Exhibit A](#) shall be the primary contact for ALL communications and billings for the performance of this Agreement. The Contract Managers shall be responsible for the daily performance and technical oversight of this Agreement on behalf of WSDOT and INSI.

### 17.3 Project Managers

The WSDOT Project Manager identified in [Exhibit A](#) shall be lead for WSDOT on all technical and troubleshooting issues regarding the performance of this Agreement. The WSDOT Project Manager shall be responsible for facilitating with the INSI Project Manager for any technical communications and/or coordination necessary with this Agreement.

The INSI Project Manager identified in [Exhibit A](#) shall be lead for INSI on all technical and troubleshooting issues regarding the performance of this Agreement. INSI Project Manager shall be responsible for facilitating with the WSDOT Project Manager any technical communications and/or coordination necessary with this Agreement.

## 18 GENERAL

### A. Exhibits and Attachments.

All exhibits, attachments, and documents referenced in this contract are hereby incorporated into this Agreement.

### B. Agreement Execution.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement

## 19 PUBLIC WORKS AND PREVAILING WAGE

This Project is a Public Works Project and is subject to all applicable state and federal Public Works and Prevailing Wage laws and regulations and, as such, the Vendor and all subcontractors shall comply with the applicable terms and conditions, including but not limited to those set forth in **Exhibits D and E**, attached hereto and incorporated by this reference.

5.1 Per RCW 39.12.020, this project is subject to prevailing wages and INSI and any subcontractor are required to pay prevailing wages to all workers based upon classification of labor performed. All workers shall receive the prevailing wage rate in effect at the time under this contract. **Exhibit E** lists the current applicable prevailing wage rates.

5.2 Per RCW 39.12.040, INSI and any subcontractor must file their Intent to Pay Prevailing Wage to the L&I Industrial Statistician and submit to WSDOT the approved Intent to Pay Prevailing Wage prior to any work beginning.

5.3 Per RCW 39.12.040, no payment can be made without the approved Intent to Pay Prevailing Wage being submitted to WSDOT prior to payment.

5.4 Per RCW 39.12.040, INSI and any subcontractor must file their Affidavit of Prevailing Wage with L&I Industrial Statistician upon completion of this project and submit to WSDOT their approved Affidavit of Prevailing Wages prior to WSDOT releasing payment.

5.5 The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

## 20 CONTRACTOR'S BOND

Per RCW 39.08.01, a contractor is required to obtain a good and sufficient bond for the full amount of the work. Additionally, [RCW 39.08](#) allows the contractor to request retainage of 50% of the full amount for all contracted public works under \$35,000.00. Please indicate the option you will exercise from the following:

☐ Contractor's Bond

INSI will provide an executed Bond for the full amount of this agreement as outlined in Section 2 Cost. This Bond, also covering state sales tax, shall: be in substantially the same form as attached hereto as **Exhibit F**;

- A. be signed by an approved surety (or sureties) that (1) is registered with the Washington State Insurance Commissioner, and (2) appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;
- B. be conditioned upon the faithful performance of the Contract by the Vendor within the prescribed Milestones;
- C. guarantee that the surety shall indemnify, defend, and protect the WSDOT against any claim of direct or indirect loss resulting from the failure: (1) of the Vendor or any of the employees or Subcontractors to faithfully perform the Work in accordance with the Contract, and (2) of the Vendor or any Subcontractors to pay all laborers, mechanics, Subcontractors, material persons, or any other person who provides supplies or provisions for carrying out the Work.
- D. WSDOT may require sureties or surety companies on the Contract Bond to appear and qualify themselves. Whenever WSDOT deems the surety or sureties to be inadequate, it may, upon written demand, require the Vendor to furnish additional surety to cover any remaining work. Until the added surety is furnished, Work will stop.
- E. Upon the request of any person or entity appearing to be a potential beneficiary of Contract Bond covering payment of obligations arising under this Contract, the Vendor shall promptly furnish a copy of the Contract Bond or shall permit a copy to be made.

☒ 50% Retainage

WSDOT shall retain 50% of the contracted amount and hold as retainage.

WSDOT shall release and pay in full all amounts retained, subject to releases from the Washington State Department of Revenue, Washington State Department of Labor and Industries and Washington State Department of Employment Security; or within sixty (60) calendar days of project completion.

Per [RCW 60.28.011](#) subsection 4, please identify from the following options how the 50% Retainage will be held:

☐ Retained in a fund by WSDOT

☐ Retainage Bond – Please complete **Exhibit G** and return with the signed original copy of this amendment.

☐ Escrow Agreement

## 20 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.

## 21 CONTRACT EXECUTION

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

## 22 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times

and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

**IN WITNESS WHEREOF**, the Parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**Intracommunication Network Systems,  
Inc. (INSI)**

*Ari Shackell*

Ari Shackell,  
Project Manager

06-21-2023

Date

**Washington State  
Department of Transportation**

*Erik Jonson*

Erik Jonson  
Technical Services Director

Jun 22, 2023

Date



## Exhibit A

### Contact Information

**WSDOT Contract Number:** K1582

Washington State Department of Transportation

*Only the Contract Signature Authority identified below are authorized to bind WSDOT.*

WSDOT Contract Signature Authority	Matthew R. Modarelli, CIO & Director Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7601 <a href="mailto:matthew.modarelli@wsdot.wa.gov">matthew.modarelli@wsdot.wa.gov</a>
WSDOT Contract / Project Manager:	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 <a href="mailto:turnert@wsdot.wa.gov">turnert@wsdot.wa.gov</a>
Technical Contact & Local Contact:	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 <a href="mailto:turnert@wsdot.wa.gov">turnert@wsdot.wa.gov</a>
Local Contact	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 <a href="mailto:turnert@wsdot.wa.gov">turnert@wsdot.wa.gov</a>
Contract Administrator:	Heidi Olson, Contracts Administrator Administrative Contracts Office PO Box 47408 Olympia, WA 98504-7408 (360) 705-7559 <a href="mailto:OlsonHE@wsdot.wa.gov">OlsonHE@wsdot.wa.gov</a>
Invoicing	Information Technology Division Attn: Invoice Processing Business Unit 7345 Linderson Way SW PO Box 47430 Tumwater, WA 98504-7430 (360) 705-7716 <a href="mailto:WSDOTOITVendorPayments@wsdot.wa.gov">WSDOTOITVendorPayments@wsdot.wa.gov</a> Preferred method of submittal shall be electronic to the email address above.

**VENDOR NAME: INSI**

Vendor Contract Signature Authority:	<p>David Williams Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:davidw@insicabling.com">davidw@insicabling.com</a></p> <p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:AriS@INSIcabling.com">AriS@INSIcabling.com</a></p>
Vendor Contract Manager:	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:AriS@INSIcabling.com">AriS@INSIcabling.com</a></p>
Vendor Project Manager	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:AriS@INSIcabling.com">AriS@INSIcabling.com</a></p>
Technical Lead:	<p>Dwayne Hall / Joe Schafer / Don Dix Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:AriS@INSIcabling.com">AriS@INSIcabling.com</a></p>
Local Contact:	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:AriS@INSIcabling.com">AriS@INSIcabling.com</a></p>

Contract Administrator:	David Williams Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:davidw@insicabling.com">davidw@insicabling.com</a>
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# Public Works Project Request for Quotation

## K1582 EXHIBIT B

<b>WSDOT Contract No. <u>K1582</u></b>				<b>DES Contract No. <u>05620-08</u></b>			
Company Name Intracommunication Network Systems, Inc.				Date of quote <b>3/17/2023</b>		Quote expires on <b>6/27/2023</b>	
Representatives Name Ari Shackell			Phone # 253-761-0418		Fax # 253-879-0186		Email AriS@INSIcabling.com
Address 4922 N. Pearl ST.					City Tacoma		State WA
					Zip 98407		
Contractor License #INTRANS994JL		UBI# 600 638 285		L&I# 545, 945-00		ESD# 622584001	
						SWV# 0000032-00	
<b>Project Information</b>							
Project Name TUMWATER – Capitol Way Road Fiber Repair				Project Location Tumwater, WA			
<b>Scope of Work</b>							
<b>Project or Task Objectives</b>							
<ul style="list-style-type: none"> <li>Remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way</li> <li>Furnish and install a new 144 fiber.</li> <li>Splice the 144 fiber at both ends</li> <li>Label all the fiber optic cable with the fiber optic tag and special tag as required with PSE.</li> </ul>							
Detail of scope or				See attached		Estimated length of project 8 Days	
Click here to enter text.							
Drawings/Specifications attached:				Yes X No		If no, explain below: If N/A, explain below	
<b>Materials</b>							<b>Costs</b>
Fiber optic cable							\$4,765.00
Splice Cases							\$1,360.00
Misc.							\$250.00
Intent and Affidavits							\$80.00
<b>Ancillary Materials (Strand hardware straps, spacers, d-lashing clamps, lashing wire, electrical tape) – Subtotal</b>							\$6,455.00
<b>Material Total</b>							<b>\$6,455.00</b>
<b>Labor Classification (Prevailing Wage Rate)</b>				<b>County</b>	<b>Cost Per Hour</b>	<b># of Laborers Used</b>	<b># of Labor Hours</b>
							<b>Total Labor Classification Cost</b>
Electronic Technician				Thurston	\$51.14	4	160
							\$8,182.40
<b>Labor Classification Total</b>							<b>\$8,182.40</b>



# Public Works Project Request for Quotation

## K1582 EXHIBIT B

Other Expenses (overhead, per diem, equipment, fuel, etc.)				Costs	
Crew Truck				\$500.00	
Lift Truck				\$800.00	
Fiber Splicer				\$1,025.00	
Fiber Test Equipment				\$500.00	
Subcontractor				\$3,600.00	
Overhead				\$3,874.00	
<b>Other Expenses Total</b>				<b>\$10,299.00</b>	
Permits and Performance Bond				Costs	
Performance Bond				\$00.00	
City of Tumwater – ROW Use permit				\$00.00	
<b>Permits &amp; Performance Bond Total</b>				<b>\$0.00</b>	
<b>Subtotal of Materials, Labor, Other Expenses and Permits and Performance Bond</b>				<b>\$24,936.40</b>	
<b>Sales Tax</b> 9.5%	<b>Revenue Location Code:</b> 3406	<b>Tax Percentage: 9.5%</b> (Enter taxable percent as 8.7 or 9.2, etc.)		<b>\$2,368.96</b>	
<b>DES Fees.....1.5% of total purchase price</b> (Does not include sales tax)				<b>\$374.05</b>	
<b>Total Cost for this Project</b>				<b>\$27,679.41</b>	
<b>Identify Method of Retainage:</b> If project is over \$34,999 you must have a bond for the total project cost. Is project over \$34,999? No If project is under \$35,000 select retainage option →					
<b>How retainage is held:</b> RCW 60.28.011, 4(a): Retained in a fund by the public body.					
<b>Please indicate if there will be subcontractors.....</b> Yes If yes, please indicate below all subcontractors that will be working on this project:					
<b>Subcontractor #1</b>					
Company Name RUSSELL PHIPPS DBA / MIDNIGHT MOUNTAIN COMMUNICATIONS		Date of quote 03/17/2023		Quote expires on 06/27/2023	
Representatives Name RUSSELL PHIPPS		Phone # 253-973-8886	Fax # Click here to enter text.	EMAIL Address rphipps@midnightmtncomm.com	
Address 3114 Harrier ST NE			City Lacey	State WA	Address 98516
Contractor License MIDNIMC826MK	UBI# 604268861	L&I# 668,054-00	ESD # 754635-00-9	SWV# Click here to enter text.	
<b>What is the percentage of work subbed out to subcontractor #1</b>				Click here to enter text. %	



**Washington State  
Department of Transportation**

**K1582  
EXHIBIT B**

## **Public Works Project Request for Quotation**

# K1582

## Statement of Work for Outdoor Cabling Services

### Emergency Fiber Optic Repair on Capitol Way – Tumwater, Washington

This Statement of Work (SOW) is made and entered by and between IT Division (“WSDOT”), and INSI (“Vendor”), for assistance with outdoor cabling services. This SOW incorporates by reference the terms and conditions of Contract Number 05620-08 in effect between the Department of Enterprise (DES) and Vendor. In case of any conflict between this SOW and the Contract, the Contract shall prevail. WSDOT and Vendor agree as follows:

#### 1. Project or Task Objective:

This will be repairing a damaged section of fiber cable along Capitol Way in Tumwater, WA. City of Tumwater conduit was too shallow for contractor to be responsible so city will cover the costs to repair the cable.

#### 2. Statement of Work:

This project is to replace damaged fiber optic cable that was damaged by City of Tumwater contractor – City of Tumwater said they will reimburse WSDOT for the costs of the repair.

- Remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way
- Furnish and install a new 144 fiber.
- Splice the 144 fiber at both ends
- Label all the fiber optic cable with the fiber optic tag and special tag as required with PSE.

Please see “**Exhibit A** - Contact Information” for WSDOT personnel names and phone numbers.

#### 3. Timeline and Period of Performance

The period of performance for this project will be scheduled based on projected signed contract. WSDOT has the right to extend or terminate this SOW at its sole discretion.

#### 4. Compensation and Payment

WSDOT shall pay Vendor an amount not to exceed *twenty-seven thousand six hundred seventy nine dollars and forty-one cents (\$27,679.41)* which includes DES fees and sales tax for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. Vendor's compensation for services rendered shall be based on Vendor's Quote as set forth in **Exhibit B**.

- WSDOT Cabling Standards - Exhibit C

Hourly rates in Thurston County, WA are:

Electronic Technician	\$51.14
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All activities are expected to take place in TUMWATER, WA, thus no travel expenses are expected or authorized. Vendor will be reimbursed for any material items used in the splicing of fiber cable.

#### 5. Vendor Staff, Roles, and Responsibilities

Electronic Technician(s), as provided by vendor and identified in Exhibit A – Contact Information, will be on-site to complete this project as described in Section 1, “Project or Task Objectives”.

#### 6. WSDOT Staff, Roles and Responsibilities

Todd Turner (360-701-3146) will represent WSDOT as the contract Manager and will be the on-site contact for this work request as identified in Exhibit A – Contacts.

#### 7. Additional Terms and Conditions Specific to this SOW

No additional Terms and Conditions.



Heavy-Duty Junction Boxes will be considered to have withstood the 60,000 pound test if all of the following conditions are exhibited:

1. The lid is operational.
2. The lid is securely fastened.
3. The welds have not failed.
4. Permanent dishing or deformation of the lid is  $\frac{1}{4}$  inch or less.
5. No buckling or collapse of the box.

### 9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable

#### 9-29.3(1) Fiber Optic Cable

All fiber optic cables shall be single mode fiber optic cables unless otherwise specified in the Contract. All fiber optic cables shall meet the following requirements:

1. Compliance with the current version of ANSI/ICEA S-87-640. A product data specification sheet clearly identifying compliance or a separate letter from manufacturer to state compliance shall be provided.
2. Cables shall be gel free, loose tube, low water peak, and all dielectric with no metallic component.
3. Cables shall not be armored unless specified in the Contract.
4. Cables shall be approved for mid-span entries and be rated by the manufacturer for outside plant (OSP) use, placement in underground ducts, and aerial installations.
5. Fiber counts shall be as specified in the Contract.
6. Fibers and buffer tubes shall be color coded in accordance with the current version of EIA/TIA-598.
7. Fibers shall not have any factory splices.
8. Outer Jacket shall be Type M (Medium Density Polyethylene). Outer jacket shall be free from holes, splits, blisters, or other imperfections and must be smooth and concentric as is consistent with the best commercial practice.
9. A minimum of one (1) rip cord is required for each cable.
10. Cable markings shall meet the following additional requirements:
  - a. Color shall be white or silver.
  - b. Markings shall be approximately 3 millimeters (118 mils) in height, and dimensioned and spaced to produce good legibility.
  - c. Markings shall include the manufacturer's name, year of manufacture, the number of fibers, the words "OPTICAL CABLE", and sequential length marks.
  - d. Sequential length markings shall be in meters or feet, spaced at intervals not more than 1 meter or 2 feet apart, respectively.

- e. The actual cable length shall not be shorter than the cable length marking. The actual cable length may be up to 1 percent longer than the cable length marking.
  - f. Cables with initial markings that do not meet these requirements will not be accepted and may not be re-marked.
11. Short term tensile strength shall be a minimum of 600 pounds (lbs). Long term tensile strength shall be a minimum of 180 pounds (lbs). Tensile strength shall be achieved using a fiberglass reinforced plastic (FRP) central member and / or aramid yarns.
12. All cables shall be new and free of material or manufacturing defects and dimensional non-uniformity that would:
- a. Interfere with the cable installation using accepted cable installation practices;
  - b. Degrade the transmission performance or environmental resistance after installation;
  - c. Inhibit proper connection to interfacing elements;
  - d. Otherwise yield an inferior product.
13. The fiber optic cables shall be shipped on reels with a drum diameter at least 20 times the diameter of the cable, in order to prevent damage to the cable. The reels shall be substantial and constructed so as to prevent damage during shipment and handling. Reels shall be labeled with the same information required for the cable markings, with the exception that the total length of cable shall be marked instead of incremental length marks. Reels shall also be labeled with the type of cable.

### **9-29.3(1)A      Singlemode Fiber Optic Cable**

Single-Mode optical fibers shall be EIA/TIA 492-CAAB or ISO/IEC 11801 Type OS2, low water peak zero dispersion fibers, meeting the requirements of ITU-T G.652.D.

### **9-29.3(1)B      Multimode Optical Fibers**

Where multimode fiber optic cables are specified in the Contract, the optical fibers shall be one of the following types, as specified in the Contract:

- 1. Type OM1, meeting the requirements of EIA/TIA 492-AAAA-A or ISO/IEC 11801. The fiber core diameter shall be 62.5  $\mu\text{m}$ .
- 2. Type OM2, meeting the requirements of EIA/TIA 492-AAAB-A or ISO/IEC 11801. The fiber core diameter shall be 50  $\mu\text{m}$ .

All multimode optical fibers shall have a maximum attenuation of 3.0 dB/km at 850nm and 1.0 dB/km at 1300nm. Completed cable assemblies shall be rated for 1000BaseLX Ethernet communications.

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**Additional Terms and Conditions**

**Public Works and Prevailing Wage**

This CONTRACT is subject to chapter 39.04 RCW, Public Work, and all applicable state statutes, including, but not limited to chapter 39.12 RCW, Prevailing Wage. The requirements Vendor must comply with include, but are not limited to, the following:

**1.1. Contractor Registration**

Vendors doing construction trade work in the Washington State are required to have a valid L&I Contractor Registration License in accordance with RCW 18.27.020 and RCW 19.28.420, as applicable.

Please visit the Washington State Labor and Industries website below for more information on contractor license registration requirements.

<http://www.lni.wa.gov/TradesLicensing/Contractors/HowReg/default.asp>

**1.2. Employment Security Department Registration**

Vendors doing construction trade work in Washington State are required to have a valid Employment Security Number issued by the Washington State Employment Security Department in accordance with RCW 50.12.070.

Please visit the Washington State Employment Security Department website for more information on registration requirements.

<http://www.esd.wa.gov/uitax/newbusiness/register-your-business.php>

**1.3. Prevailing Wage**

This CONTRACT is subject to the minimum wage requirements of chapter 39.12 RCW and to chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The hourly minimum rates for wages and fringe benefits are listed in Exhibit F of this CONTRACT. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in the CONTRACT Provisions.

The Vendor and any Subcontractors required by chapter 39.12 RCW, WAC 296-127-010, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

By including the hourly minimum rates for wages and fringe benefits in this AMENDMENT, WSDOT does not imply that the Vendor will find labor available at those rates. The Vendor shall

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be responsible for any amounts above the minimums that will actually have to be paid. The Vendor shall bear the cost of paying wages above those shown in the CONTRACT.

In the event the Project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Vendor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law. In the event the Project involves both highway work and building work, Exhibit F-2 may list a Federal wage and fringe benefit rate for the highway work and a separate Federal wage and fringe benefit rate for the building work. The area in which the worker is physically employed shall determine which Federal wage and fringe benefit rate shall be used to compare against the State wage and fringe benefit rate.

If employing labor in a class not listed in Exhibit F on a State funded project only, the Vendor shall request a determination of the correct wage and benefits rate for that class and locality from the L & I Industrial Statistician and provide a copy of those determinations to the WSDOT Project Manager and WSDOT Contract Administrator.

The Vendor shall ensure that any Subcontractor that falls under the provisions of chapter 39.12 RCW because of the definition "Contractor" in WAC 296-127-010 complies with all the requirements of chapter 39.12 RCW.

The Vendor shall be responsible for compliance with the requirements of the DBRA and chapter 39.12 RCW by all Subcontractors engaged in any part of the Work necessary to complete the CONTRACT. Therefore, should a violation of this subsection occur by any Subcontractor that is providing Work or materials for completion of this CONTRACT whether directly or indirectly responsible to the Vendor, WSDOT will take action against the Vendor, as provided by the provisions of the CONTRACT, to achieve compliance, including but not limited to, withholding payment on the CONTRACT until compliance is achieved.

In the event WSDOT has an error (omissions are not errors) in the listing of the hourly minimum rates for wages and fringe benefits in this CONTRACT, the Vendor and any Subcontractor that is required to pay prevailing wages, shall be required to pay the rates as determined to be correct by the Washington State Department of Labor and Industries (or by the U.S. Department of Labor when that agency sets the rates). A written amendment to the CONTRACT will be prepared to ensure that this occurs. WSDOT will reimburse the Vendor for the actual cost to pay the difference between the correct rates and the rates included in this CONTRACT, subject to the following conditions:

1. The affected Vendor relied upon the rates included in this CONTRACT to prepare its Quote and certifies that it did so;
2. The allowable amount of reimbursement will be the difference between the rates listed and rates later determined to be correct plus only appropriate payroll markup the employer must pay, such as, social security and other payments the employer must make to the Federal or State Government;

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3. The allowable amount of reimbursement may also include some overhead cost, such as, the cost for bond, insurance, and making supplemental payrolls and new checks to the employees because of underpayment for previously performed Work; and
4. Profit will not be an allowable markup.

Vendors that anticipated, when they prepared their Proposals, paying a rate equal to, or higher than, the correct rate as finally determined will not be eligible for reimbursement.

#### **1.4. Posting Notices**

In a location acceptable to the Washington State Department of Labor and Industries, the Vendor shall ensure the following is posted:

1. One copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Vendor and any Subcontractor that falls under the provisions of chapter 39.12 RCW because of the definition of “Contractor” in WAC 296-127-010;
2. One copy of the prevailing wage rates for the project;
3. The address and telephone number of the Industrial Statistician for L&I (along with notice that complaints or questions about wage rates may be directed there); and
4. FHWA 1495/1495A “Wage Rate Information” poster if the project is funded with Federal-aid.

#### **1.5. Disputes**

If labor and management cannot agree in a dispute over the proper prevailing wage rates, the Vendor shall refer the matter to the Director of the Washington State Department Labor and Industries (or to the U.S. Secretary of Labor when that agency sets the rates). The Director’s (or Secretary’s) decision shall be final, conclusive, and binding on all parties.

#### **1.6. Required Documents**

On forms provided by the Industrial Statistician of Washington State Department Labor and Industries, the Vendor shall submit to the WSDOT Project Manager the following for itself and for each Subcontractor covered under chapter 39.12 RCW that provided Work and materials for the CONTRACT:

1. A copy of an approved “Statement of Intent to Pay Prevailing Wages” L&I’s form number F700-029-000. WSDOT will make no payment under this CONTRACT for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the WSDOT Project Manager.
2. A copy of an approved “Affidavit of Prevailing Wages Paid,” L&I’s form number F700-007-000. WSDOT will not release to the Vendor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by L&I and a copy of all the approved forms have been submitted to the WSDOT Project Manager.

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**The Vendor shall be responsible for requesting these forms from L&I and for paying any approval fees required by L&I.**

Certified payrolls are required to be submitted by the Vendor to the WSDOT Project Manager, for the Vendor and all Subcontractors on all Federal-aid projects and, when requested in writing by the WSDOT Project Manager, on projects funded with only WSDOT funds. If these payrolls are not supplied within ten (10) Calendar days of the end of the preceding weekly payroll period for Federal-aid projects or within ten (10) Calendar days from the date of the written request on projects with only WSDOT funds, any or all payments may be withheld until compliance is achieved. Also, failure to provide these payrolls could result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12). All certified payrolls shall be complete and explicit. Employee labor descriptions used on certified payrolls shall coincide exactly with the labor descriptions listed on the minimum wage schedule in the CONTRACT unless the WSDOT Project Manager approves an alternate method to identify the labor used by the Vendor to compare with the labor listed in this CONTRACT.

#### **1.7. Audits**

WSDOT may inspect or audit the Vendor's wage and payroll records as provided in Section 1.7.

#### **1.8. Worker's Benefits**

The Vendor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 RCW or Title 51 RCW is not made when due, WSDOT may retain such payments from any money due the Vendor and pay the same into the appropriate fund. Such payment will be made only after giving the Vendor fifteen (15) Calendar Days prior written notice of the WSDOT's intent to disburse the funds to the Washington State Department of Labor and Industries or Washington State Employment Security Department, as applicable. The payment will be made upon expiration of the fifteen (15) Calendar Day period if no legal action has been commenced to resolve the validity of the claim. If legal action is instituted to determine the validity of the claim prior to the expiration of the fifteen (15) Calendar Day period, WSDOT will hold the funds until determination of the action or written settlement agreement of the appropriate parties.

The Vendor shall include in the various items in their Proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverages. The Vendor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the U.S. Department of Labor or the Washington State Department of Labor and Industries regarding the insurance coverage.

The Public Works Contract Division of the Washington State Department of Labor and Industries will provide the Vendor with applicable industrial insurance and medical aid classification and premium rates. After receipt of a Revenue Release from the Washington State Department of Revenue, WSDOT will verify through the Department of Labor and Industries

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that the Vendor is current with respect to the payments of industrial insurance and medical aid premiums.

**1.9. Retainage**

Pursuant to Title 60.28 RCW, a sum of 5-percent of the monies earned by the Vendor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW, and (2) the claims of any person arising under the CONTRACT.

Monies retained under the provisions of Title 60.28 RCW shall, at the option of the Vendor, be:

1. Retained in a fund by WSDOT, or
2. Deposited by WSDOT in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Vendor). Deposits are to be in the name of the Washington State Department of Transportation (WSDOT) and are not to be allowed to be withdrawn without WSDOT's written authorization. WSDOT will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Vendor as the interest accrues.

At the time the CONTRACT is executed the Vendor shall designate the option desired. The Vendor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. WSDOT may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) Calendar days following the Completion Date (pursuant to chapter 39.12 RCW and Title 60.28 RCW) provided the following conditions are met:

1. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Vendor and all Subcontractors are on file with the WSDOT (RCW 39.12.040).
3. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Employment Security Department.
4. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Department of Labor and Industries.
5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3 and 4 are met, the Vendor

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will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the WSDOT sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.



State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

---

#### Journey Level Prevailing Wage Rates for the Effective Date: 6/13/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Thurston	<a href="#">Electronic Technicians</a>	Journey Level	\$51.14	<u>6Z</u>	<u>1B</u>		<a href="#">View</a>

# K1582

## Exhibit F

### Contract Bond

[COMPANY LOGO  
GOES HERE]

[NAME OF BOND  
GOES HERE]

Name of INSURANCE COMPANY OF AMERICA  
Name of INSURANCE COMPANY OF AMERICA  
Name of INSURANCE COMPANY OF AMERICA  
HOME OFFICE: name of location

#### SAMPLE

#### Bond

KNOW ALL BY THESE PRESENTS, That we, \_\_\_\_\_ [NAME OF PURCHASER]

(called Principal), as Principal, and \_\_\_\_\_ [NAME OF INSURANCE COMPANY]

a \_\_\_\_\_ corporation of \_\_\_\_\_ Washington (called Surety), as Surety, are held and

firmly bound unto the State of Washington (called Obligee) in the sum of \_\_\_\_\_ Dollars (\_\_\_\_) for the payment whereof Principal and Surety bind themselves, their legal representatives, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a written Public Works Contract dated \_\_\_\_\_, \_\_\_\_\_ with Obligee for CONTRACT No. K1582, dated \_\_\_\_\_, 2023, for \_\_\_\_\_ between the Washington State Department of Transportation and \_\_\_\_\_, a copy of which Contract is hereto annexed and made a part of hereof as fully as if set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall faithfully perform such Contract and pay all persons who have furnished labor or material for use in or about the improvement and shall indemnify and save harmless Obligee from all costs and damage by reason of Principal's default or failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Surety hereby waives notice of any alteration, extension or forbearance as to any of the terms of the Contract other than the terms of payment thereunder, made or extended by Obligee or Principal.

NO RIGHT OF ACTION shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligee herein named.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 \_\_\_\_\_.

\_\_\_\_\_  
NAME OF PURCHASER

By \_\_\_\_\_  
Principal

\_\_\_\_\_  
NAME OF INSURANCE COMPANY

By \_\_\_\_\_  
Attorney-in-Fact

Revision Date

Registered trademark of Surety Corporation

**K1582**  
**Exhibit G**  
**Retainage Bond**

Bond No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

RETAINAGE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_, a corporation existing under and by the virtue of the laws of the State of Washington and authorized to do business in the State of Washington, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact the business of surety in the State of Washington, as Surety, are jointly and severally held and bound unto the STATE OF WASHINGTON, hereinafter called State, as Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by [RCW 60.28](#) as their heirs, executors, administrators, successors and assigns, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), plus five (5) percent of any increases in the contract amount that have occurred or may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, the said Principal herein executed Contract No. \_\_\_\_\_ with the State of Washington for \_\_\_\_\_.

WHEREAS, said contract and [RCW 60.28](#) require the State to withhold from the Principal the sum of five (5) percent from monies earned by the Principal on estimates during the progress of the work, hereinafter referred to as earned retained funds.

WHEREAS, the Principal has requested the State accept a bond in lieu of earned retained funds as allowed under [Chapter 60.28 RCW](#).

NOW THEREFORE, this obligation is such that the Surety, its successors, and assigns are held and bound unto the State and unto all beneficiaries of the trust fund created by [RCW 60.28.011](#) (1) in the aforesaid sum. This bond including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in [Chapter 60.28 RCW](#). The condition of this obligation is also that if the Principal shall satisfy all payment obligations to person who may lawfully claim under the trust fund created pursuant to [Chapter 60.28 RCW](#), to the State, and indemnify and hold the State harmless from any and all loss, costs, and damages that the State may sustain by release of said retainage to Principal, then this obligation shall be null and void, provided the Surety is notified by the State that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by the State.

**K1582**  
**Exhibit G**  
**Retainage Bond**

Retainage Bond No. \_\_\_\_\_

Page 2 of 2

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission or defenses of any kind or nature that would not also discharge the Principal.

IT IS HERBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the befit of the Principal, the Surety, the State, the beneficiaries of the trust fund created by [Chapter 60.28 RCW](#) and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be dully signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_  
Principal

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Surety Name

By: \_\_\_\_\_  
Attorney-In-Fact

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_






# K1582\_INSI\_ Emergency Fiber Tumwater

Final Audit Report

2023-06-22

Created:	2023-06-21
By:	Marianna Adams (adamsma@wsdot.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARU84ZknGNzq4IzBv_yVZkF5dbZhg37I9

## "K1582\_INSI\_ Emergency Fiber Tumwater" History

-  Document created by Marianna Adams (adamsma@wsdot.wa.gov)  
2023-06-21 - 11:09:02 PM GMT
-  Document emailed to csosig@wsdot.wa.gov for signature  
2023-06-21 - 11:09:51 PM GMT
-  Email viewed by csosig@wsdot.wa.gov  
2023-06-22 - 2:30:03 PM GMT
-  Signer csosig@wsdot.wa.gov entered name at signing as ERIK K JONSON  
2023-06-22 - 2:30:19 PM GMT
-  Document e-signed by ERIK K JONSON (csosig@wsdot.wa.gov)  
Signature Date: 2023-06-22 - 2:30:21 PM GMT - Time Source: server
-  Agreement completed.  
2023-06-22 - 2:30:21 PM GMT

**Contract No. DP01076****Washington State Department of Transportation****Amendment No. 15**

This is AMENDMENT No. 15 (**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. for fiber undergrounding at Trosper Road off ramp in Tumwater, WA. The purpose of this amendment 15 is for the reimbursement of a portion of the work performed under WSDOT Contract K1588, attached as **Attachment A** and Amendment 01 to WSDOT Contract K1588 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 at Trosper Road exit for communication network in Tumwater, WA. The work performed by WSDOT and INSI under the original WSDOT Contract K1588 included:

- Mobilization of equipment and personnel to directional drill and excavate approximately 1200’ of 2” conduit.
- Includes vector potholing of utility conflicts.
- Includes setting of 25ta handhole and Type II vault.
- Type II included in cost but WSDOT to provide 25ta.

- Basic lane shift traffic control included. If more extensive traffic control is required, it will be quoted separately.
- Impacted hard surfaces will be temporary repaired. If required, permanent repair of hard surface to be quoted separately.
- Location and map included,
- Engineering or permit fees/cost will be paid by WSDOT. Not included in this quote
- Fiber and splice cases provided by WSDOT.
- Quote includes installing fiber during normal business hours.
- Fiber Optic cut-over will be done over the weekend.

WSDOT issued Amendment 01 to Contract K1588 with INSI, Inc., as additional work was identified by City of Tumwater and WSDOT. The work performed under Amendment 01 included:

Conduit must extend an additional 120ft north on Capitol Blvd SE per ACI Construction. Conduit must extend an additional 40ft west on Lee ST SW per ACI Construction.

- Travel & setup of drill & vac system
- Installation of up to 120' of 2" conduit
- Installation of up to 40' of 2" conduit & setting vault on Lee St
- Conduit scope of work
- Excavation of entry & exits pits along with backfill.

### 3. Compensation

- 3.1. The City, in consideration of the faithful performance of the Work to be 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 reimburse to WSDOT the amount of forty-three thousand seven hundred fifteen dollars and sixty-seven cents (\$43,715.67), plus applicable taxes, for a portion of the Work pursuant to the original WSDOT Contract K1588, labeled as **Attachment A**.
  - 3.3. The City will also fully reimburse to WSDOT for all Work pursuant to Amendment 01 to WSDOT Contract K1588, in the amount of nineteen thousand seven hundred fifty-seven dollars and eleven cents (\$19,757.11) labeled as **Attachments A-1**, herein incorporated by this reference.
  - 3.4. The total amount City of Tumwater is to reimburse WSDOT is sixty-three thousand four hundred seventy-two dollars and seventy-eight cents (**\$63,472.78**).
  - 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



**Contract No. K1588**  
**for**  
**Outdoor Cabling Services**  
**WSDOT Conduit and Fiber Relocate in**  
**Tumwater, WA**  
**Between the**  
**Washington State Department of Transportation**  
**and**  
**INSI**

THIS AGREEMENT NO. K1588 is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “WSDOT” and Vendor, Intracommunication Network Systems, Inc., hereinafter referred to as “INSI”. All rights and obligations of the parties are subject to and governed by the terms of the Department of Enterprise Services (DES) Master Contract #05620-08 including any subsequent modifications and incorporated herein.

## **1 PURPOSE**

This agreement is for all charges as agreed to by WSDOT and INSI for relocating conduit and fiber through the city’s new roundabouts to eliminate the up / down of the current path and the shallow conduit that was damaged. All work will take place in Tumwater, WA.

## **2 RECITALS**

- A. WHEREAS, the Department of Enterprise Services conducted a solicitation (05620) for Information Technology (IT) Cabling Services and Installation.
- B. WHEREAS, as a result of the solicitation, INSI and DES entered into Master Agreement number 05620-08 for IT Cabling Services and Installation effective November 12, 2021.
- C. WHEREAS, this contract has been declared Public Works, per the attached **Exhibit B**, Scope of Work and Quote Sheet.
- D. WHEREAS, it is in the interest of INSI and WSDOT to enter into this Agreement and INSI and WSDOT are authorized to enter into this Agreement pursuant to [RCW 39.04](#) and [RCW 43.41A](#).

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

## **3 STATEMENT OF WORK**

As described in **Exhibit B – Scope of Work**, vendor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The purpose of this project is for undergrounding fiber at the Trosper Road exit for communication network in Tumwater, WA

- Mobilization of equipment and personnel to directional drill and excavate approximately 1200' of 2" conduit.
- Includes vactor potholing of utility conflicts.
- Includes setting of 25ta handhole and Type II vault.
- Type II included in cost but WSDOT to provide 25ta.
- Basic lane shift traffic control included. If more extensive traffic control is required, it will be quoted separately.
- Impacted hard surfaces will be temporary repaired. If required, permanent repair of hard surface to be quoted separately.
- Location and map included,
- Engineering or permit fees/cost will be paid by WSDOT. Not included in this quote
- Fiber and splice cases provided by WSDOT.
- Quote includes installing fiber during normal business hours.
- Fiber Optic cut-over will be done over the weekend.

Please see "**Exhibit A - Contact Information**" for WSDOT personnel names and phone numbers.

#### 4 COST

- 4.1 WSDOT is under no obligation to pay for services under this Contract until WSDOT has requested services.
- 4.2 Costs for this agreement are outlined in the attached quote, labeled **Exhibit B**. Total costs for this agreement shall not exceed *One hundred and three thousand seven hundred fifteen dollars and sixty-seven cents (\$103,715.67)*, DES fees and sales tax included.

#### 5 PERIOD OF PERFORMANCE

- 5.1 The period of performance for this agreement shall be forty-five (45) days, commencing upon the effective date.
- 5.2 The effective date will begin on the last signature date of this agreement.

#### 6 ADDITIONAL WORK

Additional work beyond the scope of work identified in Section 3 [STATEMENT OF WORK](#) will require a written amendment to this agreement as specified in Section 10 [AGREEMENT ALTERATIONS AND AMENDMENTS](#).

#### 7 PAYMENT

WSDOT shall pay INSI One hundred and three thousand seven hundred fifteen dollars and sixty-seven cents (\$103,715.67), DES fees and sales tax included, as outlined in Section 3 [STATEMENT OF WORK](#). There will be no further compensation between WSDOT and INSI, unless otherwise agreed to in writing and amended per the terms of Section 10 [AGREEMENT ALTERATIONS AND AMENDMENTS](#).

## 8 BILLING PROCEEDURE

- 8.1 INSI shall invoice WSDOT for the total cost of the project as specified in Section 3 [STATEMENT OF WORK](#) under this Agreement.
- 8.2 WSDOT shall remit payment to INSI within 30 days from receipt of invoice.
- 8.3 Invoices shall reference the WSDOT contract number K1588, and be forwarded to the invoicing contact identified in **Exhibit A**.

## 9 FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to completion of the work in the Agreement, WSDOT may:

- (1) Terminate this Agreement with thirty (30) business days advance notice. If this Agreement is terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- (2) Renegotiate the terms of this Agreement under those new funding limitations and conditions.
- (3) Pursue such other alternative as the parties mutually agree to in writing.

## 10 AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## 11 TERMINATION

### 11.1 Termination for Convenience

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### 11.2 Termination for Cause

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to initiate a correction of the violation or failure within 15 calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## 12 DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be

final and binding on the parties hereto.

### 13 GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable state and federal statutes and rules;
- (2) Statement of work (SOW)
- (3) Contractor's Master Contract #05620-08 with the Department of Enterprise Services;
- (4) Any Amendment executed under this contract; and
- (5) Any other provisions of the Agreement, including materials incorporated by reference.

### 14 ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

### 15 WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### 16 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

### 17 CONTRACT MANAGEMENT

#### 17.1 Contact Information

All contact information for the management of this agreement shall be identified in [Exhibit A](#), attached hereto and by this reference made a part hereof. Exhibit A may be updated by either party for their agency only and shall be submitted in writing or electronic mail to the other party by the Contract Administrators. Any update to Exhibit A shall state the effective date of said update.

#### 17.2 Contract Managers

The Contract Managers for both WSDOT and INSI identified in [Exhibit A](#) shall be the

primary contact for ALL communications and billings for the performance of this Agreement. The Contract Managers shall be responsible for the daily performance and technical oversight of this Agreement on behalf of WSDOT and INSI.

### 17.3 Project Managers

The WSDOT Project Manager identified in [Exhibit A](#) shall be lead for WSDOT on all technical and troubleshooting issues regarding the performance of this Agreement. The WSDOT Project Manager shall be responsible for facilitating with the INSI Project Manager for any technical communications and/or coordination necessary with this Agreement.

The INSI Project Manager identified in [Exhibit A](#) shall be lead for INSI on all technical and troubleshooting issues regarding the performance of this Agreement. INSI Project Manager shall be responsible for facilitating with the WSDOT Project Manager any technical communications and/or coordination necessary with this Agreement.

## 18 GENERAL

### A. Exhibits and Attachments.

All exhibits, attachments, and documents referenced in this contract are hereby incorporated into this Agreement.

### B. Agreement Execution.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement

## 19 PUBLIC WORKS AND PREVAILING WAGE

This Project is a Public Works Project and is subject to all applicable state and federal Public Works and Prevailing Wage laws and regulations and, as such, the Vendor and all subcontractors shall comply with the applicable terms and conditions, including but not limited to those set forth in **Exhibits E and F**, attached hereto and incorporated by this reference.

5.1 Per RCW 39.12.020, this project is subject to prevailing wages and INSI and any subcontractor are required to pay prevailing wages to all workers based upon classification of labor performed. All workers shall receive the prevailing wage rate in effect at the time under this contract. **Exhibit F** lists the current applicable prevailing wage rates.

5.2 Per RCW 39.12.040, INSI and any subcontractor must file their Intent to Pay Prevailing Wage to the L&I Industrial Statistician and submit to WSDOT the approved Intent to Pay Prevailing Wage prior to any work beginning.

5.3 Per RCW 39.12.040, no payment can be made without the approved Intent to Pay Prevailing Wage being submitted to WSDOT prior to payment.

5.4 Per RCW 39.12.040, INSI and any subcontractor must file their Affidavit of Prevailing Wage with L&I Industrial Statistician upon completion of this project and submit to WSDOT their approved Affidavit of Prevailing Wages prior to WSDOT releasing payment.

5.5 The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

## 20 CONTRACTOR'S BOND

Per RCW 39.08.01, a contractor is required to obtain a good and sufficient bond for the full amount of the work. Additionally, [RCW 39.08](#) allows the contractor to request retainage of 50% of the full amount for all contracted public works under \$35,000.00. Please indicate the option you will exercise from the following:

☒ Contractor's Bond

INSI will provide an executed Bond for the full amount of this agreement as outlined in Section 2 Cost. This Bond, also covering state sales tax, shall: be in substantially the same form as attached hereto as **Exhibit G**;

- A. be signed by an approved surety (or sureties) that (1) is registered with the Washington State Insurance Commissioner, and (2) appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;
- B. be conditioned upon the faithful performance of the Contract by the Vendor within the prescribed Milestones;
- C. guarantee that the surety shall indemnify, defend, and protect the WSDOT against any claim of direct or indirect loss resulting from the failure: (1) of the Vendor or any of the employees or Subcontractors to faithfully perform the Work in accordance with the Contract, and (2) of the Vendor or any Subcontractors to pay all laborers, mechanics, Subcontractors, material persons, or any other person who provides supplies or provisions for carrying out the Work.
- D. WSDOT may require sureties or surety companies on the Contract Bond to appear and qualify themselves. Whenever WSDOT deems the surety or sureties to be inadequate, it may, upon written demand, require the Vendor to furnish additional surety to cover any remaining work. Until the added surety is furnished, Work will stop.
- E. Upon the request of any person or entity appearing to be a potential beneficiary of Contract Bond covering payment of obligations arising under this Contract, the Vendor shall promptly furnish a copy of the Contract Bond or shall permit a copy to be made.

☐ 50% Retainage

WSDOT shall retain 50% of the contracted amount and hold as retainage.

WSDOT shall release and pay in full all amounts retained, subject to releases from the Washington State Department of Revenue, Washington State Department of Labor and Industries and Washington State Department of Employment Security; or within sixty (60) calendar days of project completion.

Per [RCW 60.28.011](#) subsection 4, please identify from the following options how the 50% Retainage will be held:

☐ Retained in a fund by WSDOT

☐ Retainage Bond – Please complete **Exhibit H** and return with the signed original copy of this amendment.

☐ Escrow Agreement

## 20 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.

## 21 CONTRACT EXECUTION

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

## 22 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times

and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

**IN WITNESS WHEREOF**, the Parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**Intracommunication Network Systems,  
Inc. (INSI)**

*Ari Shackell*

Ari Shackell,  
Project Manager

06-08-2023

Date

**Washington State  
Department of Transportation**

*Matt Modarelli*

Matt Modarelli  
CIO & Director, ITD

Jun 8, 2023

Date

## Exhibit A

### Contact Information

**WSDOT Contract Number:** K1588

Washington State Department of Transportation

*Only the Contract Signature Authority identified below are authorized to bind WSDOT.*

WSDOT Contract Signature Authority	Matthew R. Modarelli, CIO & Director Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7601 <a href="mailto:matthew.modarelli@wsdot.wa.gov">matthew.modarelli@wsdot.wa.gov</a>
WSDOT Contract / Project Manager:	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 <a href="mailto:turnert@wsdot.wa.gov">turnert@wsdot.wa.gov</a>
Technical Contact & Local Contact:	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 <a href="mailto:turnert@wsdot.wa.gov">turnert@wsdot.wa.gov</a>
Local Contact	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 <a href="mailto:turnert@wsdot.wa.gov">turnert@wsdot.wa.gov</a>
Contract Administrator:	Heidi Olson, Contracts Administrator Administrative Contracts Office PO Box 47408 Olympia, WA 98504-7408 (360) 705-7559 <a href="mailto:OlsonHE@wsdot.wa.gov">OlsonHE@wsdot.wa.gov</a>
Invoicing	Information Technology Division Attn: Invoice Processing Business Unit 7345 Linderson Way SW PO Box 47430 Tumwater, WA 98504-7430 (360) 705-7716 <a href="mailto:WSDOTOITVendorPayments@wsdot.wa.gov">WSDOTOITVendorPayments@wsdot.wa.gov</a> Preferred method of submittal shall be electronic to the email address above.



**VENDOR NAME: INSI**

Vendor Contract Signature Authority:	<p>David Williams Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:davidw@insicabling.com">davidw@insicabling.com</a></p> <p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:AriS@INSIcabling.com">AriS@INSIcabling.com</a></p>
Vendor Contract Manager:	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:AriS@INSIcabling.com">AriS@INSIcabling.com</a></p>
Vendor Project Manager	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:AriS@INSIcabling.com">AriS@INSIcabling.com</a></p>
Technical Lead:	<p>Dwayne Hall / Joe Schafer / Don Dix Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:AriS@INSIcabling.com">AriS@INSIcabling.com</a></p>
Local Contact:	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:AriS@INSIcabling.com">AriS@INSIcabling.com</a></p>

Contract Administrator:	David Williams Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 <a href="mailto:davidw@insicabling.com">davidw@insicabling.com</a>
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**K1588  
EXHIBIT B**

<b>WSDOT Contract No. <u>K1588</u></b>				<b>DES Contract No. <u>05620w/1165</u></b>				
Company Name Intracommunication Network Systems, Inc.				Date of quote <b>6/5/2023</b>		Quote expires on <b>7/30/2023</b>		
Representatives Name Ari Shackell			Phone # 253-761-0418		Fax # 253-879-0186		Email AriS@INSIcabling.com	
Address 4922 N. Pearl ST.					City Tacoma		State WA	
Zip 98407		Contractor License #INTRANS994JL		UBI# 600 638 285		L&I# 545, 945-00		
ESD# 622584001		SWV# 0000032-00						
<b>Project Information</b>								
Project Name <b>Fiber Undergrounding at Trosper Rd Off Ramp in Tumwater, Washington</b>					Project Location Tumwater, WA.			
<b>Scope of Work</b>								
<b>Project or Task Objectives</b>								
The purpose of this project is to underground fiber along Trosper Rd for communication network.								
<ul style="list-style-type: none"> <li>• Mobilization of equipment and personnel to directional drill and excavate approximately 1200' of 2" conduit.</li> <li>• Includes vactor potholing of utility conflicts.</li> <li>• Includes setting of 25ta handhole and Type II vault.</li> <li>• Type II included in cost but Wsdot to provide 25ta.</li> <li>• Basic lane shift traffic control included. If more extensive traffic control is required, it will be quoted separately.</li> <li>• Impacted hard surfaces will be temporary repaired. If required, permanent repair of hard surface to be quoted separately.</li> <li>• Location and map included, Engineering or permit fees/cost will be paid by WSDOT. Not included in this quote</li> <li>• Fiber and splice cases provided by WSDOT.</li> <li>• Quote includes installing fiber during normal business hours.</li> <li>• Fiber Optic cut-over will be done over the weekend.</li> </ul>								
Detail of scope or				See attached		Estimated length of project 2-Week		
Click here to enter text.								
Drawings/Specifications attached:      Yes    X No    If no, explain below:    If N/A, explain below								
<b>Materials</b>							<b>Costs</b>	
<b>Conduit and Vaults</b> (2" conduit, miscellaneous disposable supplies, parts, and Type II vault)							\$5,000.00	
<b>Directional Drilling and Restoration Materials</b> (Bentonite, water fill, backfill materials, etc.)							\$1,500.00	
<b>Material Total</b>							<b>\$6,500.00</b>	
<b>Labor Classification (Prevailing Wage Rate)</b>				<b>County</b>	<b>Cost Per Hour</b>	<b># of Laborers Used</b>	<b># of Labor Hours</b>	
							<b>Total Labor Classification Cost</b>	



**Washington State  
Department of Transportation**

**Public Works Project  
Request for Quotation**

**K1588  
EXHIBIT B**

Horizontal/Directional Drill Operator	Thurston	\$75.41	1	80	\$6,032.80
Horizontal/Directional Drill Locator	Thurston	\$74.83	1	80	\$5,986.40
Truck Driver – Other	Thurston	\$71.70	1	80	\$5,736.00
Telephone Line - Construction – Outside-Light Op	Thurston	\$32.72	2	80	\$2,617.60
Telephone Line - Construction – Outside - Groundperson	Thurston	26.29	2	80	\$2,103.20
Flagger	Thurston	\$48.14	2	80	\$3,851.20
Electronic Technician – Regular Time	Thurston	\$51.14	8	64	\$3,272.96
Electronic Technician – Overtime Time - Sat	Thurston	\$76.71	4	32	\$2,454.72
Electronic Technician – Double Time - Sun	Thurston	\$102.28	4	32	\$3,272.96
<b>Labor Classification Total</b>					<b>\$35,327.54</b>
<b>Other Expenses (overhead, per diem, equipment, fuel, etc.)</b>					<b>Costs</b>
Directional Drill, Truck w/Mixing Unit, Support Vector, and Reel Trailer					\$7,440.00
Excavators, Dump Trucks, and Compressor					\$4,480.00
Vector Truck					\$3,040.00
Fuel					\$2,500.00
Vector and Unsuitable Material Disposal					\$1,200.00
Subcontractor					\$13,855.00
Overhead/Payroll Tax/Etc					\$17,793.00
<b>Other Expenses Total</b>					<b>\$50,308.00</b>
<b>Permits and Performance Bond</b>					<b>Costs</b>
Performance Bond					\$1,302.00
<b>Permits &amp; Performance Bond Total</b>					<b>\$1,302.00</b>
<b>Subtotal of Materials, Labor, Other Expenses and Permits and Performance Bond</b>					<b>\$93,437.54</b>
<b>Sales Tax</b> 9.5%	<b>Revenue Location Code:</b> 3406 - Tumwater	<b>Tax Percentage: 9.5%</b> (Enter taxable percent as 8.7 or 9.2, etc.)			
<b>DES Fees.....1.5% of total purchase price</b> (Does not include sales tax)					<b>\$1,401.56</b>
<b>Total Cost for this Project</b>					<b>\$103,715.67</b>
<b>Identify Method of Retainage:</b> If project is over \$34,999 you must have a bond for the total project cost. Is project over \$34,999? Yes If project is under \$35,000 select retainage option →					
<b>How retainage is held:</b> RCW 60.28.011, 4(a): Retained in a fund by the public body.					
<b>Please indicate if there will be subcontractors.....</b> If yes, please indicate below all subcontractors that will be working on this project:					Yes
<b>Subcontractor #1</b>					
Company Name RAINIER VALLEY CONST INC		Date of quote 06/2/2023		Quote expires on 8/2/2023	

Representatives Name John Choate			Phone # 360-446-2549	Fax # Click here to enter text.	EMAIL Address John@RainierValleyInc.com		
Address 15043 Country Ln SE, / PO Box 550				City Rainier		State WA	Address 98597
Contractor License RAINIVC991PD	UBI# 602 152 305	L&I# 694,243-00		ESD # 170 938 008		SWV# Click here to enter text.	
What is the percentage of work subbed out to subcontractor #1				Click here to enter text.		% 75	

# K1588

## Statement of Work for Outdoor Cabling Services Conduit and Fiber Relocate in Tumwater, Washington

This Statement of Work (SOW) is made and entered by and between IT Division (“WSDOT”), and INSI (“Vendor”), for assistance with outdoor cabling services. This SOW incorporates by reference the terms and conditions of Contract Number 05620-08 in effect between the Department of Enterprise (DES) and Vendor. In case of any conflict between this SOW and the Contract, the Contract shall prevail. WSDOT and Vendor agree as follows:

### 1. Project or Task Objective:

This will be relocating conduit and fiber through the city’s new roundabouts to eliminate the up / down of the current path and the shallow conduit that was damaged. All work will take place in Tumwater, WA.

### 2. Statement of Work:

The purpose of this project is for undergrounding fiber at Troster Road exit for communication network in Tumwater, WA

- Mobilization of equipment and personnel to directional drill and excavate approximately 1200’ of 2” conduit.
- Includes vactor potholing of utility conflicts.
- Includes setting of 25ta handhole and Type II vault.
- Type II included in cost but WSDOT to provide 25ta.
- Basic lane shift traffic control included. If more extensive traffic control is required, it will be quoted separately.
- Impacted hard surfaces will be temporary repaired. If required, permanent repair of hard surface to be quoted separately.
- Location and map included,
- Engineering or permit fees/cost will be paid by WSDOT. Not included in this quote
- Fiber and splice cases provided by WSDOT.
- Quote includes installing fiber during normal business hours.
- Fiber Optic cut-over will be done over the weekend.

Please see “**Exhibit A** - Contact Information” for WSDOT personnel names and phone numbers.

### 3. Timeline and Period of Performance

The period of performance for this project will be scheduled based on projected signed contract. WSDOT has the right to extend or terminate this SOW at its sole discretion.

### 4. Compensation and Payment

WSDOT shall pay Vendor an amount not to exceed *One hundred and three thousand seven hundred fifteen dollars and sixty-seven cents (\$103,715.67)*, which includes DES fees and sales tax for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. Vendor's compensation for services rendered shall be based on Vendor's Quote as set forth in **Exhibit B**.

- Map provided as Exhibit C.
- WSDOT Cabling Standards - Exhibit D

Hourly rates in Thurston County, WA are:

Horizontal/Directional Drill Operator	\$75.41
Horizontal/Directional Drill Locator	\$74.83
Truck Driver – Other	\$71.70
Telephone Line - Construction - Outside- Light Op	\$32.72
Telephone Line - Construction - Outside- Ground person	\$26.29
Flagger	\$48.14
Electronic Technician – Regular Time	\$51.14
Electronic Technician – Overtime Time - Sat	\$76.71
Electronic Technician – Double Time - Sun	\$102.28

All activities are expected to take place in TUMWATER, WA, thus no travel expenses are expected or authorized. Vendor will be reimbursed for any material items used in the splicing of fiber cable.

### 5. Vendor Staff, Roles and Responsibilities

Electronic Technician(s), as provided by vendor and identified in Exhibit A – Contact Information, will be on-site to complete this project as described in Section 1, “Project or Task Objectives”.

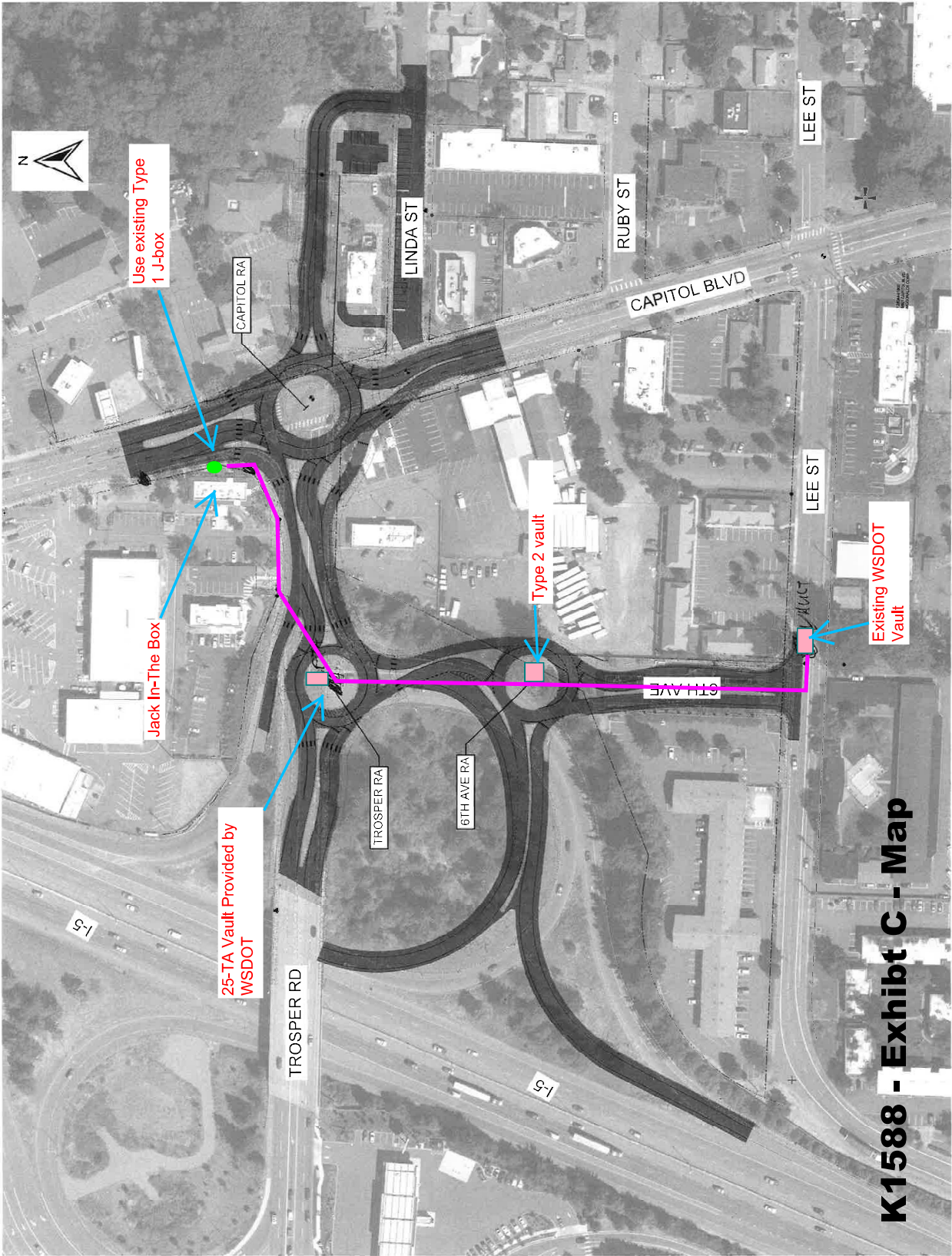
### 6. WSDOT Staff, Roles and Responsibilities

Todd Turner (360-701-3146) will represent WSDOT as the contract Manager and will be the on-site contact for this work request as identified in Exhibit A – Contacts.

### 7. Additional Terms and Conditions Specific to this SOW

No additional Terms and Conditions.





**K1588 - Exhibit C - Map**



Heavy-Duty Junction Boxes will be considered to have withstood the 60,000 pound test if all of the following conditions are exhibited:

1. The lid is operational.
2. The lid is securely fastened.
3. The welds have not failed.
4. Permanent dishing or deformation of the lid is  $\frac{1}{4}$  inch or less.
5. No buckling or collapse of the box.

### **9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable**

#### **9-29.3(1) Fiber Optic Cable**

All fiber optic cables shall be single mode fiber optic cables unless otherwise specified in the Contract. All fiber optic cables shall meet the following requirements:

1. Compliance with the current version of ANSI/ICEA S-87-640. A product data specification sheet clearly identifying compliance or a separate letter from manufacturer to state compliance shall be provided.
2. Cables shall be gel free, loose tube, low water peak, and all dielectric with no metallic component.
3. Cables shall not be armored unless specified in the Contract.
4. Cables shall be approved for mid-span entries and be rated by the manufacturer for outside plant (OSP) use, placement in underground ducts, and aerial installations.
5. Fiber counts shall be as specified in the Contract.
6. Fibers and buffer tubes shall be color coded in accordance with the current version of EIA/TIA-598.
7. Fibers shall not have any factory splices.
8. Outer Jacket shall be Type M (Medium Density Polyethylene). Outer jacket shall be free from holes, splits, blisters, or other imperfections and must be smooth and concentric as is consistent with the best commercial practice.
9. A minimum of one (1) rip cord is required for each cable.
10. Cable markings shall meet the following additional requirements:
  - a. Color shall be white or silver.
  - b. Markings shall be approximately 3 millimeters (118 mils) in height, and dimensioned and spaced to produce good legibility.
  - c. Markings shall include the manufacturer's name, year of manufacture, the number of fibers, the words "OPTICAL CABLE", and sequential length marks.
  - d. Sequential length markings shall be in meters or feet, spaced at intervals not more than 1 meter or 2 feet apart, respectively.

- e. The actual cable length shall not be shorter than the cable length marking. The actual cable length may be up to 1 percent longer than the cable length marking.
  - f. Cables with initial markings that do not meet these requirements will not be accepted and may not be re-marked.
11. Short term tensile strength shall be a minimum of 600 pounds (lbs). Long term tensile strength shall be a minimum of 180 pounds (lbs). Tensile strength shall be achieved using a fiberglass reinforced plastic (FRP) central member and / or aramid yarns.
12. All cables shall be new and free of material or manufacturing defects and dimensional non-uniformity that would:
- a. Interfere with the cable installation using accepted cable installation practices;
  - b. Degrade the transmission performance or environmental resistance after installation;
  - c. Inhibit proper connection to interfacing elements;
  - d. Otherwise yield an inferior product.
13. The fiber optic cables shall be shipped on reels with a drum diameter at least 20 times the diameter of the cable, in order to prevent damage to the cable. The reels shall be substantial and constructed so as to prevent damage during shipment and handling. Reels shall be labeled with the same information required for the cable markings, with the exception that the total length of cable shall be marked instead of incremental length marks. Reels shall also be labeled with the type of cable.

### **9-29.3(1)A Singlemode Fiber Optic Cable**

Single-Mode optical fibers shall be EIA/TIA 492-CAAB or ISO/IEC 11801 Type OS2, low water peak zero dispersion fibers, meeting the requirements of ITU-T G.652.D.

### **9-29.3(1)B Multimode Optical Fibers**

Where multimode fiber optic cables are specified in the Contract, the optical fibers shall be one of the following types, as specified in the Contract:

- 1. Type OM1, meeting the requirements of EIA/TIA 492-AAAA-A or ISO/IEC 11801. The fiber core diameter shall be 62.5  $\mu\text{m}$ .
- 2. Type OM2, meeting the requirements of EIA/TIA 492-AAAB-A or ISO/IEC 11801. The fiber core diameter shall be 50  $\mu\text{m}$ .

All multimode optical fibers shall have a maximum attenuation of 3.0 dB/km at 850nm and 1.0 dB/km at 1300nm. Completed cable assemblies shall be rated for 1000BaseLX Ethernet communications.

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**Additional Terms and Conditions**

**Public Works and Prevailing Wage**

This CONTRACT is subject to chapter 39.04 RCW, Public Work, and all applicable state statutes, including, but not limited to chapter 39.12 RCW, Prevailing Wage. The requirements Vendor must comply with include, but are not limited to, the following:

**1.1. Contractor Registration**

Vendors doing construction trade work in the Washington State are required to have a valid L&I Contractor Registration License in accordance with RCW 18.27.020 and RCW 19.28.420, as applicable.

Please visit the Washington State Labor and Industries website below for more information on contractor license registration requirements.

<http://www.lni.wa.gov/TradesLicensing/Contractors/HowReg/default.asp>

**1.2. Employment Security Department Registration**

Vendors doing construction trade work in Washington State are required to have a valid Employment Security Number issued by the Washington State Employment Security Department in accordance with RCW 50.12.070.

Please visit the Washington State Employment Security Department website for more information on registration requirements.

<http://www.esd.wa.gov/uitax/newbusiness/register-your-business.php>

**1.3. Prevailing Wage**

This CONTRACT is subject to the minimum wage requirements of chapter 39.12 RCW and to chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The hourly minimum rates for wages and fringe benefits are listed in Exhibit F of this CONTRACT. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in the CONTRACT Provisions.

The Vendor and any Subcontractors required by chapter 39.12 RCW, WAC 296-127-010, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

By including the hourly minimum rates for wages and fringe benefits in this AMENDMENT, WSDOT does not imply that the Vendor will find labor available at those rates. The Vendor shall

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be responsible for any amounts above the minimums that will actually have to be paid. The Vendor shall bear the cost of paying wages above those shown in the CONTRACT.

In the event the Project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Vendor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law. In the event the Project involves both highway work and building work, Exhibit F-2 may list a Federal wage and fringe benefit rate for the highway work and a separate Federal wage and fringe benefit rate for the building work. The area in which the worker is physically employed shall determine which Federal wage and fringe benefit rate shall be used to compare against the State wage and fringe benefit rate.

If employing labor in a class not listed in Exhibit F on a State funded project only, the Vendor shall request a determination of the correct wage and benefits rate for that class and locality from the L & I Industrial Statistician and provide a copy of those determinations to the WSDOT Project Manager and WSDOT Contract Administrator.

The Vendor shall ensure that any Subcontractor that falls under the provisions of chapter 39.12 RCW because of the definition "Contractor" in WAC 296-127-010 complies with all the requirements of chapter 39.12 RCW.

The Vendor shall be responsible for compliance with the requirements of the DBRA and chapter 39.12 RCW by all Subcontractors engaged in any part of the Work necessary to complete the CONTRACT. Therefore, should a violation of this subsection occur by any Subcontractor that is providing Work or materials for completion of this CONTRACT whether directly or indirectly responsible to the Vendor, WSDOT will take action against the Vendor, as provided by the provisions of the CONTRACT, to achieve compliance, including but not limited to, withholding payment on the CONTRACT until compliance is achieved.

In the event WSDOT has an error (omissions are not errors) in the listing of the hourly minimum rates for wages and fringe benefits in this CONTRACT, the Vendor and any Subcontractor that is required to pay prevailing wages, shall be required to pay the rates as determined to be correct by the Washington State Department of Labor and Industries (or by the U.S. Department of Labor when that agency sets the rates). A written amendment to the CONTRACT will be prepared to ensure that this occurs. WSDOT will reimburse the Vendor for the actual cost to pay the difference between the correct rates and the rates included in this CONTRACT, subject to the following conditions:

1. The affected Vendor relied upon the rates included in this CONTRACT to prepare its Quote and certifies that it did so;
2. The allowable amount of reimbursement will be the difference between the rates listed and rates later determined to be correct plus only appropriate payroll markup the employer must pay, such as, social security and other payments the employer must make to the Federal or State Government;

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3. The allowable amount of reimbursement may also include some overhead cost, such as, the cost for bond, insurance, and making supplemental payrolls and new checks to the employees because of underpayment for previously performed Work; and
4. Profit will not be an allowable markup.

Vendors that anticipated, when they prepared their Proposals, paying a rate equal to, or higher than, the correct rate as finally determined will not be eligible for reimbursement.

#### **1.4. Posting Notices**

In a location acceptable to the Washington State Department of Labor and Industries, the Vendor shall ensure the following is posted:

1. One copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Vendor and any Subcontractor that falls under the provisions of chapter 39.12 RCW because of the definition of “Contractor” in WAC 296-127-010;
2. One copy of the prevailing wage rates for the project;
3. The address and telephone number of the Industrial Statistician for L&I (along with notice that complaints or questions about wage rates may be directed there); and
4. FHWA 1495/1495A “Wage Rate Information” poster if the project is funded with Federal-aid.

#### **1.5. Disputes**

If labor and management cannot agree in a dispute over the proper prevailing wage rates, the Vendor shall refer the matter to the Director of the Washington State Department Labor and Industries (or to the U.S. Secretary of Labor when that agency sets the rates). The Director’s (or Secretary’s) decision shall be final, conclusive, and binding on all parties.

#### **1.6. Required Documents**

On forms provided by the Industrial Statistician of Washington State Department Labor and Industries, the Vendor shall submit to the WSDOT Project Manager the following for itself and for each Subcontractor covered under chapter 39.12 RCW that provided Work and materials for the CONTRACT:

1. A copy of an approved “Statement of Intent to Pay Prevailing Wages” L&I’s form number F700-029-000. WSDOT will make no payment under this CONTRACT for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the WSDOT Project Manager.
2. A copy of an approved “Affidavit of Prevailing Wages Paid,” L&I’s form number F700-007-000. WSDOT will not release to the Vendor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by L&I and a copy of all the approved forms have been submitted to the WSDOT Project Manager.

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**The Vendor shall be responsible for requesting these forms from L&I and for paying any approval fees required by L&I.**

Certified payrolls are required to be submitted by the Vendor to the WSDOT Project Manager, for the Vendor and all Subcontractors on all Federal-aid projects and, when requested in writing by the WSDOT Project Manager, on projects funded with only WSDOT funds. If these payrolls are not supplied within ten (10) Calendar days of the end of the preceding weekly payroll period for Federal-aid projects or within ten (10) Calendar days from the date of the written request on projects with only WSDOT funds, any or all payments may be withheld until compliance is achieved. Also, failure to provide these payrolls could result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12). All certified payrolls shall be complete and explicit. Employee labor descriptions used on certified payrolls shall coincide exactly with the labor descriptions listed on the minimum wage schedule in the CONTRACT unless the WSDOT Project Manager approves an alternate method to identify the labor used by the Vendor to compare with the labor listed in this CONTRACT.

### **1.7. Audits**

WSDOT may inspect or audit the Vendor's wage and payroll records as provided in Section 1.7.

### **1.8. Worker's Benefits**

The Vendor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 RCW or Title 51 RCW is not made when due, WSDOT may retain such payments from any money due the Vendor and pay the same into the appropriate fund. Such payment will be made only after giving the Vendor fifteen (15) Calendar Days prior written notice of the WSDOT's intent to disburse the funds to the Washington State Department of Labor and Industries or Washington State Employment Security Department, as applicable. The payment will be made upon expiration of the fifteen (15) Calendar Day period if no legal action has been commenced to resolve the validity of the claim. If legal action is instituted to determine the validity of the claim prior to the expiration of the fifteen (15) Calendar Day period, WSDOT will hold the funds until determination of the action or written settlement agreement of the appropriate parties.

The Vendor shall include in the various items in their Proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverages. The Vendor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the U.S. Department of Labor or the Washington State Department of Labor and Industries regarding the insurance coverage.

The Public Works Contract Division of the Washington State Department of Labor and Industries will provide the Vendor with applicable industrial insurance and medical aid classification and premium rates. After receipt of a Revenue Release from the Washington State Department of Revenue, WSDOT will verify through the Department of Labor and Industries

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that the Vendor is current with respect to the payments of industrial insurance and medical aid premiums.

**1.9. Retainage**

Pursuant to Title 60.28 RCW, a sum of 5-percent of the monies earned by the Vendor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW, and (2) the claims of any person arising under the CONTRACT.

Monies retained under the provisions of Title 60.28 RCW shall, at the option of the Vendor, be:

1. Retained in a fund by WSDOT, or
2. Deposited by WSDOT in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Vendor). Deposits are to be in the name of the Washington State Department of Transportation (WSDOT) and are not to be allowed to be withdrawn without WSDOT's written authorization. WSDOT will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Vendor as the interest accrues.

At the time the CONTRACT is executed the Vendor shall designate the option desired. The Vendor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. WSDOT may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) Calendar days following the Completion Date (pursuant to chapter 39.12 RCW and Title 60.28 RCW) provided the following conditions are met:

1. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Vendor and all Subcontractors are on file with the WSDOT (RCW 39.12.040).
3. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Employment Security Department.
4. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Department of Labor and Industries.
5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3 and 4 are met, the Vendor

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will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the WSDOT sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.



State of Washington  
Department of Labor & Industries  
Prevailing Wage Section - Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

#### Journey Level Prevailing Wage Rates for the Effective Date: 6/8/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Thurston	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operator	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Assistant Engineer	\$72.22	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Batch Plant Operator: Concrete	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Bobcat	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Brooms	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Bump Cutter	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cableways	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Chipper	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Compressor	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Concrete Finish Machine -laser Screed	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Conveyors	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes Friction: 200 tons and over	\$79.13	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes, A-frame: 10 tons and under	\$72.22	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: 20 tons through 44 tons with attachments	\$76.11	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>

Thurston	<a href="#">Power Equipment Operators</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.13	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.79	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: Friction cranes through 199 tons	\$78.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.53	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Crusher	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Deck Engineer/deck Winches (power)	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Derricks: on building work	\$76.79	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$76.85	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Elevator and man-lift: permanent and shaft type	\$72.22	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Forklift: 3000 lbs and over with attachments	\$75.53	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Forklifts: under 3000 lbs. with attachments	\$72.22	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Gradechecker/stakeman	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Guardrail punch/Auger	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Locator	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Operator	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Hydralifts/boom trucks: 10 tons and under	\$72.22	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Hydralifts/boom trucks: over 10 tons	\$75.53	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Loader, Overhead 8 Yards. & Over	\$76.85	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

Thurston	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Motor patrol graders	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.53	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.11	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 100 tons and over	\$77.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 45 tons through 99 tons	\$76.79	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Power Plant	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Quad 9, HD 41, D10 And Over	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Quick Tower: no cab, under 100 feet in height based to boom	\$72.22	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Rigger and Bellman	\$72.22	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Rigger/Signal Person, Bellman(Certified)	\$75.53	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Rollagon	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Service Engineers: equipment	\$75.53	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>

Thurston	<a href="#">Power Equipment Operators</a>	Shotcrete/gunite Equipment	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$76.85	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$77.63	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Tower Crane: over 175' through 250' in height, base to boom	\$78.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Tower crane: up to 175' in height base to boom	\$77.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Tower Cranes: over 250' in height from base to boom.	\$79.13	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$76.08	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$74.83	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/Driver: 100 tons and over	\$76.11	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Truck crane oiler/driver: under 100 tons	\$75.53	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Welder	\$76.79	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$71.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Thurston	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$75.41	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

# K1588 - Exhibit F

State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

## Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

### Journey Level Prevailing Wage Rates for the Effective Date: 6/8/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Thurston	<a href="#">Electronic Technicians</a>	Journey Level	\$51.14	<u>6Z</u>	<u>1B</u>		<a href="#">View</a>

# K1588 - Exhibit F

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<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Thurston	<a href="#">Flaggers</a>	Journey Level	\$48.14	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>

# K1588 - Exhibit F

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### Journey Level Prevailing Wage Rates for the Effective Date: 6/8/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Thurston	<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards	\$71.70	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Thurston	<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards	\$70.86	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Thurston	<a href="#">Truck Drivers</a>	Dump Truck	\$70.86	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Thurston	<a href="#">Truck Drivers</a>	Dump Truck & Trailer	\$71.70	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Thurston	<a href="#">Truck Drivers</a>	Other Trucks	\$71.70	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>

# K1588 - Exhibit F

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### Journey Level Prevailing Wage Rates for the Effective Date: 6/8/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Thurston	<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$39.15	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Thurston	<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$26.29	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Thurston	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$32.72	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Thurston	<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$37.00	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>



# K1588

## Exhibit G

### Contract Bond

[COMPANY LOGO  
GOES HERE]

[NAME OF BOND  
GOES HERE]

Name of INSURANCE COMPANY OF AMERICA  
Name of INSURANCE COMPANY OF AMERICA  
Name of INSURANCE COMPANY OF AMERICA  
HOME OFFICE: name of location

#### SAMPLE

#### Bond

KNOW ALL BY THESE PRESENTS, That we, \_\_\_\_\_ [NAME OF PURCHASER]

(called Principal), as Principal, and \_\_\_\_\_ [NAME OF INSURANCE COMPANY]

a \_\_\_\_\_ corporation of \_\_\_\_\_ Washington (called Surety), as Surety, are held and

firmly bound unto the State of Washington (called Obligee) in the sum of \_\_\_\_\_ Dollars (\_\_\_\_) for the payment whereof Principal and Surety bind themselves, their legal representatives, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a written Public Works Contract dated \_\_\_\_\_, \_\_\_\_\_ with Obligee for CONTRACT No. K1588, dated \_\_\_\_\_, 2023, for \_\_\_\_\_ between the Washington State Department of Transportation and \_\_\_\_\_, a copy of which Contract is hereto annexed and made a part of hereof as fully as if set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall faithfully perform such Contract and pay all persons who have furnished labor or material for use in or about the improvement and shall indemnify and save harmless Obligee from all costs and damage by reason of Principal's default or failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Surety hereby waives notice of any alteration, extension or forbearance as to any of the terms of the Contract other than the terms of payment thereunder, made or extended by Obligee or Principal.

NO RIGHT OF ACTION shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligee herein named.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 \_\_\_\_\_.

\_\_\_\_\_  
NAME OF PURCHASER

By \_\_\_\_\_  
Principal

\_\_\_\_\_  
NAME OF INSURANCE COMPANY

By \_\_\_\_\_  
Attorney-in-Fact

Revision Date

Registered trademark of Surety Corporation

**K1588**  
**Exhibit H**  
**Retainage Bond**

Bond No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

RETAINAGE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_, a corporation existing under and by the virtue of the laws of the State of Washington and authorized to do business in the State of Washington, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact the business of surety in the State of Washington, as Surety, are jointly and severally held and bound unto the STATE OF WASHINGTON, hereinafter called State, as Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by [RCW 60.28](#) as their heirs, executors, administrators, successors and assigns, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), plus five (5) percent of any increases in the contract amount that have occurred or may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, the said Principal herein executed Contract No. \_\_\_\_\_ with the State of Washington for \_\_\_\_\_.

WHEREAS, said contract and [RCW 60.28](#) require the State to withhold from the Principal the sum of five (5) percent from monies earned by the Principal on estimates during the progress of the work, hereinafter referred to as earned retained funds.

WHEREAS, the Principal has requested the State accept a bond in lieu of earned retained funds as allowed under [Chapter 60.28 RCW](#).

NOW THEREFORE, this obligation is such that the Surety, its successors, and assigns are held and bound unto the State and unto all beneficiaries of the trust fund created by [RCW 60.28.011](#) (1) in the aforesaid sum. This bond including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in [Chapter 60.28 RCW](#). The condition of this obligation is also that if the Principal shall satisfy all payment obligations to person who may lawfully claim under the trust fund created pursuant to [Chapter 60.28 RCW](#), to the State, and indemnify and hold the State harmless from any and all loss, costs, and damages that the State may sustain by release of said retainage to Principal, then this obligation shall be null and void, provided the Surety is notified by the State that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by the State.

**K1588**  
**Exhibit H**  
**Retainage Bond**

Retainage Bond No. \_\_\_\_\_

Page 2 of 2

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission or defenses of any kind or nature that would not also discharge the Principal.

IT IS HERBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the befit of the Principal, the Surety, the State, the beneficiaries of the trust fund created by [Chapter 60.28 RCW](#) and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be dully signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_  
Principal

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Surety Name

By: \_\_\_\_\_  
Attorney-In-Fact

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_







**\*\*Very Urgent\*\* K1588- New Public Works- Spend must occur prior to June 30**

Final Audit Report

2023-06-08

Created:	2023-06-08
By:	Marianna Adams (adamsma@wsdot.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZTufkf7QFp79ogoPVbrpnltjYB5qKCWa

**\*\*\*Very Urgent\*\* K1588- New Public Works- Spend must occur prior to June 30" History**

-  Document created by Marianna Adams (adamsma@wsdot.wa.gov)  
2023-06-08 - 9:54:06 PM GMT
-  Document emailed to modarm@wsdot.wa.gov for signature  
2023-06-08 - 9:56:05 PM GMT
-  Email viewed by modarm@wsdot.wa.gov  
2023-06-08 - 9:57:51 PM GMT
-  Signer modarm@wsdot.wa.gov entered name at signing as Matthew Modarelli  
2023-06-08 - 9:58:20 PM GMT
-  Document e-signed by Matthew Modarelli (modarm@wsdot.wa.gov)  
Signature Date: 2023-06-08 - 9:58:22 PM GMT - Time Source: server
-  Agreement completed.  
2023-06-08 - 9:58:22 PM GMT

**AMENDMENT No. 01**  
**to**  
**Contract Number K1588**  
**for**  
**WSDOT Conduit and Fiber Relocate in**  
**Tumwater, WA**

This is AMENDMENT No. 01 (**Amendment**) to that certain Contract entitled Contract K1588, dated June 08, 2023 is entered into by and between the State of Washington, acting by and through the Department of Transportation, an agency of Washington State government (**WSDOT**), and Intracommunication Network Systems, Inc. (INSI), a corporation licensed to conduct business in the state of Washington (**Vendor**).

**RECITALS**

- A. WSDOT and Vendor entered into Contract K1588, dated June 08, 2023 for Conduit and Fiber Relocate in Tumwater, WA.
- B. Section 10 “**Agreement Alterations and Amendments**” of the Contract provides for written amendments.
- C. WSDOT and Vendor desire to amend certain terms in the Contract.

**CONTRACT**

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

1. **Definitions.** All capitalized terms used herein but not defined herein have the respective meanings set forth in the Contract or, if not defined in the Contract, have their ordinary and usual meaning. All Section and Exhibit references herein are to the Sections and Exhibits of the Contract unless otherwise stated.
2. Pursuant to Section 4, “**Cost,**” this Amendment 01 increases the contract by *nineteen thousand seven hundred fifty-seven dollars and eleven cents* (\$19,757.11), per the SOW and quote attached as **Exhibits B-1**.
3. **Effective Date.** The effective date of the Amendment is June 22, 2023.
4. **Affect on Other Provisions.**
  - 4.1. All other provisions and exhibits of the Contract remain in full force and effect and are not altered or affected in any way unless specifically modified herein.

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

**5. 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.

**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.

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.

WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION



Signature

Erik Jonson

Jul 19, 2023

Print or Type Name

Date

Technical Services Director

Title

INTRACOMMUNICATION NETWORK  
SYSTEMS, INC. (INSI)



Signature

Ari Shackell

Print or Type Name

Date

Project Manager

07-17-2023

Title



**Washington State  
Department of Transportation**

**Public Works Project  
Request for Quotation**

**K1588 A01  
EXHIBIT B**

<b>WSDOT Contract No. <u>K1588</u> <u>Amendment 01</u></b>				<b>DES Contract No. <u>05620w/1165</u></b>					
Company Name Intracommunication Network Systems, Inc.				Date of quote <b>6/22/2023</b>		Quote expires on <b>7/30/2023</b>			
Representatives Name Ari Shackell			Phone # 253-761-0418		Fax # 253-879-0186		Email AriS@INSIncabling.com		
Address 4922 N. Pearl ST.					City Tacoma		State WA		
							Zip 98407		
Contractor License #INTRANS994JL		UBI# 600 638 285		L&I# 545, 945-00		ESD# 622584001		SWV# 0000032-00	
<b>Project Information</b>									
Project Name <b>Fiber Undergrounding at Trosper Rd Off Ramp in Tumwater, Washington</b>					Project Location Tumwater, WA.				
<b>Scope of Work</b>									
<b>Project or Task Objectives</b> Conduit must extend an additional 120ft north on Capitol Blvd SE per ACI Construction. Conduit must extend an additional 40ft west on Lee ST SW per ACI Construction. Type-2 & Type-1 J-boxes provided by WSDOT <ul style="list-style-type: none"> <li>• Travel &amp; setup of drill &amp; vac system</li> <li>• Installation of up to 120' of 2" conduit</li> <li>• Installation of up to 40' of 2" conduit &amp; setting vault on Lee St</li> <li>• Conduit scope of work</li> <li>• Excavation of entry &amp; exits pits along with backfill.</li> </ul>									
Detail of scope or			See attached			Estimated length of project 2-Week			
Click here to enter text.									
Drawings/Specifications attached:    Yes    X No    If no, explain below:    If N/A, explain below									
<b>Materials</b>							<b>Costs</b>		
160ft 2" conduit, sweeps and bell ends							\$700.00		
Directional Drilling and Restoration Materials (Bentonite, water fill, backfill materials, etc.)							\$1,500.00		
<b>Material Total</b>							<b>\$2,200.00</b>		



**Washington State  
Department of Transportation**

**Public Works Project  
Request for Quotation**

**K1588 A01  
EXHIBIT B**

Labor Classification (Prevailing Wage Rate)	County	Cost Per Hour	# of Laborers Used	# of Labor Hours	Total Labor Classification Cost			
Horizontal/Directional Drill Operator	Thurston	\$75.41	1	16	\$1,206.56			
Horizontal/Directional Drill Locator	Thurston	\$74.83	1	16	\$1,197.28			
Truck Driver – Other	Thurston	\$71.70	1	16	\$1,147.20			
Telephone Line - Construction – Outside-Light Op	Thurston	\$32.72	2	16	\$523.52			
Telephone Line - Construction – Outside - Groundperson	Thurston	\$26.29	2	16	\$420.64			
<b>Labor Classification Total</b>					<b>\$4,495.20</b>			
<b>Other Expenses (overhead, per diem, equipment, fuel, etc.)</b>					<b>Costs</b>			
Directional Drill, Truck w/Mixing Unit, Support Vactor, and Reel Trailer					\$1,000.00			
Excavators, Dump Trucks, and Compressor					\$1,000.00			
Vactor Truck					\$1,000.00			
Fuel					\$500.00			
Vactor and Unsuitable Material Disposal					\$1,200.00			
Subcontractor					\$3,226.00			
Overhead/Payroll Tax/Etc					\$3,178.00			
<b>Other Expenses Total</b>					<b>\$11,104.00</b>			
<b>Permits and Performance Bond</b>					<b>Costs</b>			
Performance Bond					0.00			
<b>Permits &amp; Performance Bond Total</b>					<b>\$0.00</b>			
<b>Subtotal of Materials, Labor, Other Expenses and Permits and Performance Bond</b>					<b>\$17,799.20</b>			
<b>Sales Tax</b> 9.5%	<b>Revenue Location Code:</b> 3406 - Tumwater	<b>Tax Percentage: 9.5%</b> (Enter taxable percent as 8.7 or 9.2, etc.)			<b>\$1,690.92</b>			
<b>DES Fees.....1.5% of total purchase price</b> (Does not include sales tax)					<b>\$266.99</b>			
<b>Total Cost for this Project</b>					<b>\$19,757.11</b>			
<p><b>Identify Method of Retainage:</b>          If project is over \$34,999 you must have a bond for the total project cost. Is project over \$34,999? Yes          If project is under \$35,000 select retainage option →</p> <p><b>How retainage is held:</b> RCW 60.28.011, 4(a): Retained in a fund by the public body.</p> <p><b>Please indicate if there will be subcontractors.....</b> Yes          If yes, please indicate below all subcontractors that will be working on this project:</p>								



**K1588 A01**  
**EXHIBIT B**

K1588- Amendment 01 – Exhibit B-1

# K1588 – Amendment 01- Exhibit B-1

## Statement of Work for Outdoor Cabling Services Conduit and Fiber Relocate in Tumwater, Washington

This Statement of Work (SOW) is made and entered by and between IT Division (“WSDOT”), and INSI (“Vendor”), for assistance with outdoor cabling services. This SOW incorporates by reference the terms and conditions of Contract Number 05620-08 in effect between the Department of Enterprise (DES) and Vendor. In case of any conflict between this SOW and the Contract, the Contract shall prevail. WSDOT and Vendor agree as follows:

### 1. Project or Task Objective:

This will be relocating conduit and fiber through the city’s new roundabouts to eliminate the up / down of the current path and the shallow conduit that was damaged. All work will take place in Tumwater, WA.

### 2. Statement of Work:

The purpose of this project is for undergrounding fiber at Trospen Road exit for communication network in Tumwater, WA

Conduit must extend an additional 120ft north on Capitol Blvd SE per ACI Construction.

Conduit must extend an additional 40ft west on Lee ST SW per ACI Construction.

- Travel & setup of drill & vac system
- Installation of up to 120’ of 2” conduit
- Installation of up to 40’ of 2” conduit & setting vault on Lee St
- Conduit scope of work
- Excavation of entry & exits pits along with backfill.

Please see “**Exhibit A - Contact Information**” for WSDOT personnel names and phone numbers.

### 3. Timeline and Period of Performance

The period of performance for this project will be scheduled based on projected signed contract. WSDOT has the right to extend or terminate this SOW at its sole discretion.

### 4. Compensation and Payment

WSDOT shall pay Vendor an amount not to exceed *nineteen thousand seven hundred fifty-seven dollars and eleven cents (\$19,757.11)*, which includes DES fees and sales tax for the performance of all activities necessary for or incidental to the performance of work as set forth

in this SOW. Vendor's compensation for services rendered shall be based on Vendor's Quote as set forth in **Exhibit B**.

- Map provided as Exhibit C.
- WSDOT Cabling Standards - Exhibit D

Hourly rates in Thurston County, WA are:

Horizontal/Directional Drill Operator	\$75.41
Horizontal/Directional Drill Locator	\$74.83
Truck Driver – Other	\$71.70
Telephone Line - Construction - Outside- Light Op	\$32.72
Telephone Line - Construction - Outside- Ground person	\$26.29

All activities are expected to take place in TUMWATER, WA, thus no travel expenses are expected or authorized. Vendor will be reimbursed for any material items used in the splicing of fiber cable.

#### **5. Vendor Staff, Roles and Responsibilities**

Electronic Technician(s), as provided by vendor and identified in Exhibit A – Contact Information, will be on-site to complete this project as described in Section 1, “Project or Task Objectives”.

#### **6. WSDOT Staff, Roles and Responsibilities**

Todd Turner (360-701-3146) will represent WSDOT as the contract Manager and will be the on-site contact for this work request as identified in Exhibit A – Contacts.

#### **7. Additional Terms and Conditions Specific to this SOW**

No additional Terms and Conditions.






# K1588\_Amend01

Final Audit Report

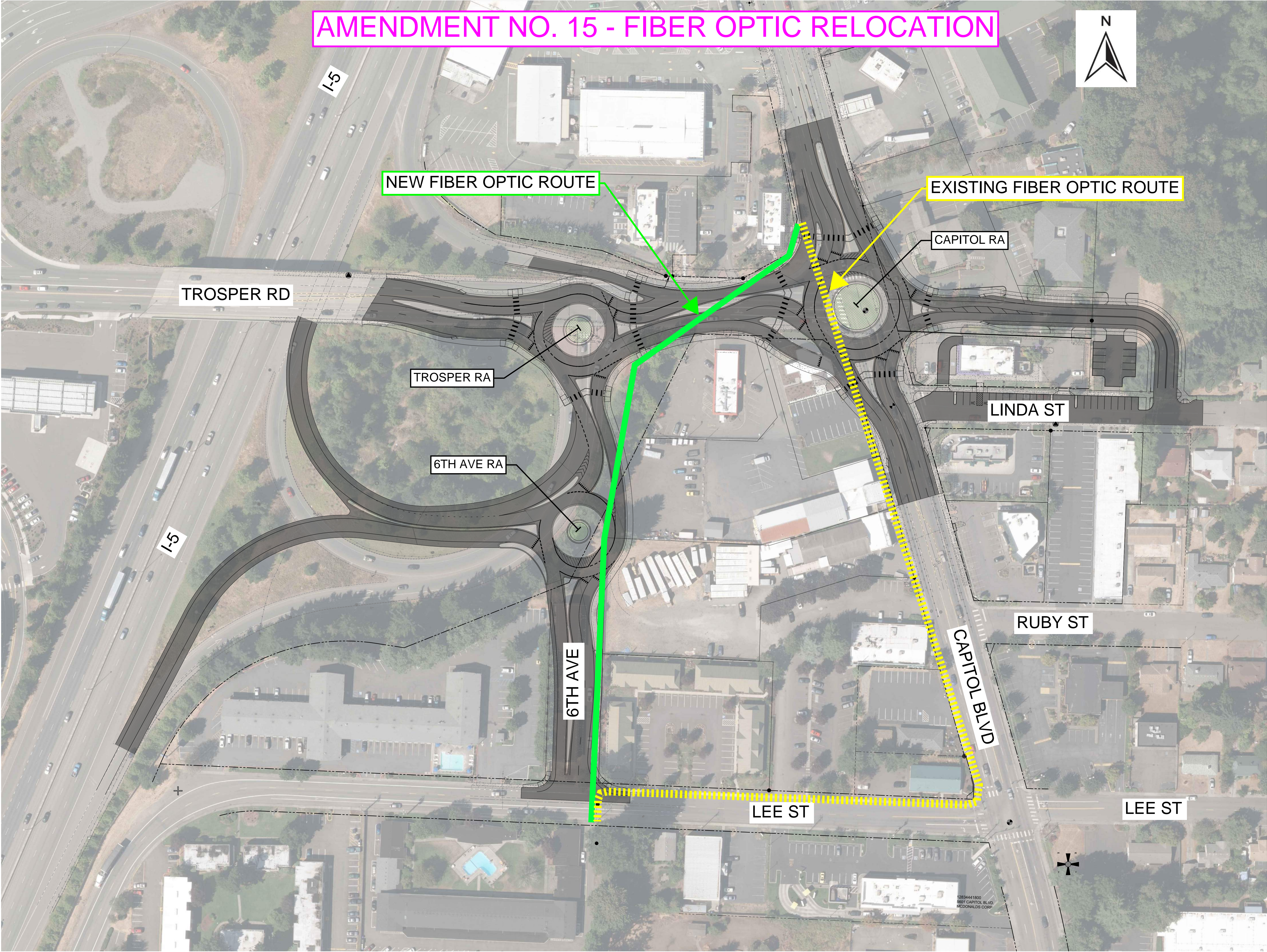
2023-07-19

Created:	2023-07-18
By:	Marianna Adams (adamsma@wsdot.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ_PEv0IVFYmq3zqGEW_k231VexZKa6cC

## "K1588\_Amend01" History

-  Document created by Marianna Adams (adamsma@wsdot.wa.gov)  
2023-07-18 - 6:15:33 PM GMT
-  Document emailed to csosig@wsdot.wa.gov for signature  
2023-07-18 - 6:16:12 PM GMT
-  Email viewed by csosig@wsdot.wa.gov  
2023-07-18 - 8:09:35 PM GMT
-  Signer csosig@wsdot.wa.gov entered name at signing as ERIK K JONSON  
2023-07-19 - 4:47:49 PM GMT
-  Document e-signed by ERIK K JONSON (csosig@wsdot.wa.gov)  
Signature Date: 2023-07-19 - 4:47:51 PM GMT - Time Source: server
-  Agreement completed.  
2023-07-19 - 4:47:51 PM GMT







TO: Public Works Committee  
FROM: Bill Lindauer, Engineering Services Manager  
DATE: December 7, 2023  
SUBJECT: Service Provider Agreement with Kenyon Disend, PLLC, for Right-of-Way Legal Services, Amendment No. 4

---

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Fourth Amendment to Professional Services Agreement for Right of Way Legal Services – Capitol Blvd / Trosper Rd Improvements Project with Kenyon Disend, PLLC, for a total compensation not to exceed \$150,000.

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2) Background:

Kenyon Disend, PLLC has been providing legal services for acquisition of right of way needed for the I-5 / Trosper Rd / Capitol Blvd Reconfiguration project. The original Agreement in 2020 provided for \$50,000 in compensation. The First Amendment increased the contract amount by \$25,000 for a total compensation of \$75,000. The Second Amendment increased the contract amount by \$75,000 for a total compensation not to exceed \$150,000. The Third Amendment increased the hourly rate of compensation, beginning January 1, 2023. This Fourth Amendment extends the term until December 31, 2024, and increases the hourly rate of compensation, beginning January 1, 2024.

Although staff does not anticipate further need for right-of-way legal services for this project, the Amendment allows for additional work should the need arise.

---

3) Policy Support:

C. Create and maintain a transportation system safe for all modes of travel.

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4) Alternatives:

☐ Recommend a different total compensation amount.

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5) Fiscal Notes:

Funds for this agreement are provided in the I-5 / Trosper Rd / Capitol Blvd Reconfiguration project, included in the Transportation Capital Facilities Plan budget.

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6) Attachments:

A. Fourth Amendment to Professional Services Agreement

**FOURTH AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
RIGHT OF WAY LEGAL SERVICES – CAPITAL BLVD / TROSPER RD  
IMPROVEMENT PROJECT**

This Fourth Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and KENYON DISEND, PLLC, a Washington professional limited liability company ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective February 10, 2020, as amended by a First Amendment dated November 23, 2021, a Second Amendment dated June 14, 2022, and a Third Amendment dated October 20, 2022, whereby the SERVICE PROVIDER agreed to provide legal services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement and increasing the hourly rates paid to the SERVICE PROVIDER during the extended term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2024.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement during the extended term, Section 4.C. shall be amended to increase hourly rates as shown in Exhibit "A-4" starting January 1, 2024.

### 3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:  
CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:  
KENYON DISEND, PLLC  
11 Front Street South  
Issaquah, WA 98027-3820

\_\_\_\_\_  
Debbie Sullivan  
Mayor  
\_\_\_\_\_

\_\_\_\_\_  
Signature (Notarized – see below)  
Printed Name: Hilary Evans  
Title: Managing Partner  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

State of Washington

County of King

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Notary Public in and for the State of Washington  
My appointment expires \_\_\_\_\_

Fourth Amendment to Service Provider Agreement - Page 2 of 2  
Kenyan Disend, PLLC



**KENYON DISEND, PLLC**  
**2024 HOURLY RATE SCHEDULE**

**ATTORNEYS:**

Michael R. Kenyon	\$480.00
Lisa M. Marshall	\$425.00
Hillary J. Evans	\$345.00
Robert D. Zeinemann	\$325.00
Kendra S. Rosenberg	\$325.00
Alexandra L. Kenyon	\$280.00

**PARALEGALS:**

Margaret C. Starkey	\$220.00
Terry T. Curran	\$180.00
Antoinette M. Mattox	\$180.00

TO: Public Works Committee  
FROM: Bill Lindauer, Engineering Services Manager  
DATE: December 7, 2023  
SUBJECT: Service Provider Agreement with Materials Testing & Consulting, Inc. for On-Call Material Testing, Amendment No. 2

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1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Second Amendment to Service Provider Agreement for On-Call Material Testing.

---

2) Background:

The original Agreement for \$45,000 was signed on January 21, 2021. The First Amendment added additional scope of work and increased the compensation to a not-to-exceed amount of \$95,000.

This Second Amendment extends the term Agreement until December 31, 2024, and increases the not-to-exceed amount to \$195,000, which provides for materials testing for on-going construction projects throughout the City.

---

3) Policy Support:

Council Strategic Goals and Priorities 2023-2024:

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

---

4) Alternatives:

☐ Do not approve the Agreement

---

5) Fiscal Notes:

Fees charged for this agreement will be allocated to the appropriate City fund, dependent upon the work completed.

---

6) Attachments:

A. Second Amendment to Service Provider Agreement

**SECOND AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
ON-CALL MATERIAL TESTING**

This Second Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Materials Testing & Consulting, Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 21, 2021, as amended by a First Amendment, dated December 15, 2022, whereby the SERVICE PROVIDER agreed to provide material testing services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement, updating the fees and increasing the compensation paid to the SERVICE PROVIDER for on-going material testing on active projects.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2024.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C. shall be amended to increase the fees for 2024 as described in Exhibit A-2 and compensation paid to the SERVICE PROVIDER shall be increased by an additional amount of One Hundred Thousand and 00/100 Dollars (\$100,000). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment, and this Second Amendment shall be an amount not to exceed One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00).

### 3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER

555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

MATERIALS TESTING AND CONSULTING,  
INC.

2118 Black Lake Boulevard SW  
Olympia, WA 98512  
UBI No. 601-651-312  
Phone No. 360-755-1990

\_\_\_\_\_  
Debbie Sullivan  
Mayor

\_\_\_\_\_  
Signature (Notarized – see below)  
Printed Name:  
Title:

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that \_\_\_\_\_(name)  
is the person who appeared before me, and said person acknowledged that (he/she) signed this  
instrument, on oath stated that (he/she) was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_(title) of \_\_\_\_\_(company) to be the  
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
My appointment expires:\_\_\_\_\_.



Exhibit A - Master Fee Schedule

Client Name - City of Tumwater

Rates for Services

Prepared: 11-8-2023 Valid through 2024

SPECIAL & CONSTRUCTION INSPECTION					
Bill Code	Item	Notes	Unit	Rate	
IPD-S	Soils Field Technician		Hour	\$	90.00
IPD-A	Asphalt Field Technician		Hour	\$	90.00
SAMPU	Earthwork Sample Pick up		Hour	\$	90.00
RC	Reinforced Concrete, Base Plate Grout		Hour	\$	90.00
PT	Prestressed / Post-Tensioned Concrete		Hour	\$	90.00
SC	Shotcrete		Hour	\$	90.00
SM	Structural Masonry		Hour	\$	90.00
FP	Spray Applied Fire Resisitive Materials		Hour	\$	90.00
PA	Proprietary Anchors		Hour	\$	90.00
SUSPCEI	Suspended Ceiling Anchorage		Hour	\$	90.00
EMERBULIGH	90-Minute Emergency Backup Lighting Inspection		Hour	\$	90.00
FAB	Fabrication Shop Inspections		Hour	\$	99.00
SW	Structural Welding		Hour	\$	99.00
SSB	High Strength Bolting		Hour	\$	99.00
SWD	Structural Wood		Hour	\$	99.00
CF	Cold Formed Steel		Hour	\$	99.00
FS	Fire Stopping		Hour	\$	99.00
EIFS	Exterior Installation & Finish System Inspection		Hour	\$	99.00
CWI	AWS-CWI Welding Inspector		Hour	\$	105.00
FRP	Fiber Reinforced Polymer (FRP)		Hour	\$	105.00
AB	Anchor Bolt Pull Testing	One Man Crew	Hour	\$	99.00
NDT	ASNT Certified Non-Destructive Examination - NDT	Ultrasonic Testing (UT), Magnetic Particle Testing (MT), Dye Penetrant (PT)	Hour	\$	105.00
BOND	Bond Testing	One Man Crew	Hour	\$	105.00
CORING	Coring Services at lab only no field coring per L and I	Asphalt & Concrete Coring (call for size availability)	Hour	\$	125.00
FF/FL	Floor Flatness	F-Number assessment of flatness and levelness of concrete slabs	Hour	\$	105.00
GPR	Ground Penetrating Radar - GPR	Reinforcing Steel & Tendon Location, Geotechnical & Environmental Site Exploration, Utility Location	Quoted Per Project		
PACH	Pachometer / Rebar Locate	In situ reinforcement location	Hour	\$	105.00
SCH	Schmidt Hammer	In situ concrete strength measurement	Hour	\$	105.00
LABORATORY TESTING					
Bill Code	Test Description	ASTM	AASHTO	Unit	Rate
WASH	% Passing # 200 Sieve	C117	T11	Each	\$ 84.00
ACCWTH	Accelerated Weathering	CRD C148		Each	\$ 480.00
	Additional Tests Not Listed			Quoted Per Project	
CONCDD	Air Dry Density of Concrete	C567		Each	\$ 60.00
CORESP	Asphalt Core Density	Minimum 3 cores	D2726 T166	Each	\$ 78.00
EXT	Asphalt Extraction with Gradation	D6307	T308	Each	\$ 300.00
CORETH	Asphalt Thickness	Minimum 3 cores	D3549	Each	\$ 42.00
ATT1	Atterberg Limits (Plasticity Index) - 1 point	D4318	T89, T90	Each	\$ 90.00
ATT3	Atterberg Limits (Plasticity Index) - 3 points	D4318	T89, T90	Each	\$ 185.00
CBR	California Bearing Ratio 3-point	D1883	T193	Each	\$ 822.00
CLAY	Clay Lumps and Friable Particles, Fine Aggregate	C142	T112	Each	\$ 102.00
	Concrete Compression Strength Test Sawed Section	C42	T24	Each	\$ 84.00
CONC	Concrete Compression Test Cylinders - 4" x 8"	C31, C39	T22, T23	Each	\$ 30.00
CONC	Concrete Compression Test Cylinders - 6" x 12"	C31, C39	T22, T23	Each	\$ 35.00
CBO	Concrete Compression Test Cylinders - not cast by MTC	C31, C39	T22, T23	Each	\$ 40.00
CCT	Concrete Core Compressive Strength Test (includes trimming and testing)			Each	\$ 48.00
CORETH	Concrete Core Thickness	C174, C1542		Each	\$ 54.00
BEAMS	Concrete Flexural Beams	C78	T97	Each	\$ 78.00
SHRINK	Concrete Shrinkage (minimum 3 samples)	C596		Each	\$ 156.00
DEG	Durability Index / Degradation Value	WSDOT T113	T210	Each	\$ 240.00
BOND	Fireproofing Cohesion / Adhesion Tests	E736		Each	\$ 42.00
FPD	Fireproofing Density Test	E605		Each	\$ 84.00
FLAT	Flat/Elongated Particles	D4791		Each	\$ 192.00
FRAC	Fracture Percentage	D5821		Each	\$ 84.00
GROUT	Grout Compressive Strength Test	C1019		Each	\$ 30.00
PGROUT	Auger Cast Pile Grout Strength Test	C109		Each	\$ 30.00
CUBE	Grout Compressive Strength Test - 2x2 Cube	C109		Each	\$ 30.00
HYDRO	Hydrometer Analysis with Sieve Analysis	D422/D7928	T88	Each	\$ 210.00
LA	LA Abrasion	C131, C535	T96	Each	\$ 360.00
STAFLO	Marshall Stability & Flow, 3 specimens	D6926, D6927	T245	Each	\$ 540.00
PRISM	Masonry Prism Compression Test	C1314		Each	\$ 150.00
CMUABSORB	Masonry Unit Absorption, Unit Weight & Moisture Content	C140		Each	\$ 90.00



Exhibit A - Master Fee Schedule

Client Name - City of Tumwater

Rates for Services

Prepared: 10-28-2022 Valid through 2023

CMU	Masonry Unit Compression Test	C140		Each	\$ 78.00
MARSH	Mix Design Marshall Method, 3 trials & specimens	D6926, D6927	T245	Each	\$ 2,400.00
PROC	Moisture Density Relationship/Proctor with Sieve	D698, D1557	T99, T180	Each	\$ 310.00
PROCCTB	Moisture Density Relationship/Proctor with Sieve - Cement Treated Base	D698, D1558	T99, T181	Each	\$ 375.00
PROCNS	Moisture Density Relationship/Proctor without Sieve	D698, D1557	T99, T180	Each	\$ 250.00
MOISTURE	Moisture Emission Test Kit - Installation & Retrieval Labor Not Included	F1869		Each	\$ 36.00
MORTAR	Mortar Compressive Strength	C780		Each	\$ 30.00
NMC	Natural Moisture Content	D2216		Each	\$ 24.00
LOI	Organic Content, Loss by Ignition	D2974		Each	\$ 120.00
ORGIMP	Organic Impurities	C40	T21	Each	\$ 78.00
PROBE	Relative Humidity Test Probe Sleeves	F2170		Each	\$ 3.00
RICE	Rice Density	D2041	T209	Each	\$ 114.00
	Sand Cone Density Test	D1556	T191	Each	\$ 42.00
SE	Sand Equivalent	D2419	T176	Each	\$ 120.00
	Scaling Resistance of Concrete	C672		Per Set of 2	\$ 2,160.00
ST	Set Times, Initial and Final	C403		Each	\$ 240.00
SHOT	Shotcrete Compression Test (1-Panel includes 4-Cores)	C1604		Each	\$ 175.00
SHOT-ADD	Shotcrete Cores - Additional	C1604		Each	\$ 90.00
GRAD	Sieve Analysis – Dry Only/Gradation	C136	T27	Each	\$ 120.00
COMB	Sieve Analysis with #200 Wash/Combined Gradation	C136, C117	T88	Each	\$ 150.00
SCMIX	Soils-Cement Mix Design			Quoted Per Project	
SULFATE	Soundness of Aggregates by Magnesium or Sodium Sulfate - Fine/Course Aggregates	C88	T104	Each	\$ 420.00
SGC	Specific Gravity and Absorption of Coarse Aggregate	C127	T85	Each	\$ 120.00
SGF	Specific Gravity and Absorption of Fine Aggregate	C128	T84	Each	\$ 150.00
SGS	Specific Gravity of Soils	D854	T100	Each	\$ 126.00
GRYO	Superpave Test Set - Includes Volumetric Properties, Extraction / Gradation, Rice	WSDOT 731		Each	\$ 675.00
	Trial Batch - 6 Cylinders	C192		Quoted Per Project	
	Trimming Cores/Cylinders			Each	\$ 18.00
UVC	Uncompacted Void Content	C1252	T304	Each	\$ 180.00
UNIT	Unit Weight & Voids in Aggregate	C29	T19	Each	\$ 90.00
	Unit Weight and Yield	C138	T121	Each	\$ 60.00
VSC	Visual Classification	D2487		Each	\$ 120.00
VDHCONC	Voids and Density of Hardened Concrete	C642		Each	\$ 126.00
LABORATORY TESTING - Advanced / Secondary Geotechnical Testing					
Bill Code	Item	ASTM		Unit	Rate
	Aggregate Freeze-Thaw Durability	D5312		Each	\$ 2,400.00
	Aggregate Wet-Dry Durability	D5313		Each	\$ 2,400.00
BDSOILS	Bulk Density (Wet / Dry) - Soils - Remolded	D7263, EPA9100, E1109		Each	\$ 66.00
CONSOL	Consolidation, Primary	D2435		Each	\$ 600.00
	Consolidation, Secondary	D2436		Each	\$ 900.00
DIRECTSHEA	Direct Shear, 3 points	D3080		Each	\$ 480.00
POR-EM	Total Porosity - Includes Bulk Density & Specific Gravity of Soils	EM-1110-2-1906		Each	\$ 198.00
	Shelby Tube Extrusion w/ Description			Each	\$ 72.00
PH	Soil pH	D4972		Each	\$ 54.00
RESIST	Soil Resistivity	G187		Each	\$ 102.00
	Turbidity	SM 2130 B		Each	\$ 78.00
	Unit Weight of Soils	D2937		Each	\$ 66.00
	Youngs Modulus of Elasticity			Each	\$ 144.00
GEOTECHNICAL ENGINEERING & ENVIRONMENTAL CONSULTING					
Bill Code	Item	Description		Unit	Rate
CESCL	CESCL- Field Services	Site Turbidity and/or pH Monitoring		Hour	\$ 90.00
LBC	Dynamic Cone Penetrometer Team	Two (2) person crew		Hour	\$ 192.00
POINT	Dynamic Cone Penetrometer	Equipment - Drive Points		Each	\$ 18.00
	Engineering Geologist	WA State Licensed Engineering Geologist		Hour	\$ 156.00
	Environmental Consulting	Data Analysis, Review, Report Production		Hour	\$ 120.00
	Environmental Field Services	Observation/Reconnaissance, Sampling, Document		Hour	\$ 102.00
GEO-TECH	Field/Staff Geologist	DCP Testing, Exploration Assistance		Hour	\$ 96.00
IN	In-Field Infiltration	P.I.T., Pilot Infiltration Tests		Hour	\$ 108.00
PI	Piling Services	Auger Cast Piles, Driven Piles, Pin Piles, Sheet Piles		Hour	\$ 114.00
GP	Geopier Installation			Hour	\$ 114.00
HELICPIER	Helical Pier Anchor Inspection			Hour	\$ 114.00
SECANT WALL	Secant Wall Installation Monitoring			Hour	\$ 114.00
SOIL NAIL	Soil Nail Installation Ovservation			Hour	\$ 114.00
GEO-PE	Professional Engineer	WA State Licensed Engineer		Hour	\$ 192.00
	Project/Exploration Geologist	Geologic Observation, Logging of Explorations		Hour	\$ 102.00



Exhibit A - Master Fee Schedule

Client Name - City of Tumwater

Rates for Services

Prepared: 10-28-2022 Valid through 2023

	Seismographs - Vibration Monitoring	Pile driving, construction equipment vibration, structure protection, etc. Daily, weekly, and monthly rates available	Quoted Per Project	
GC	Senior Geologist/Engineer	Geotechnical Consultation, Report Production	Hour	\$ 120.00
	Vibration Monitoring	Advising, Data Evaluation, Reporting	Hour	\$ 120.00
	Vibration Monitoring w/ Seismographs	Setup & Data Collection	Hour	\$ 114.00
PROJECT MANAGEMENT & CONSULTING SERVICES				
Bill Code	Item	Description	Unit	Rate
CONSMAN1	Construction Manager / CQM	NAVFAC Construction Quality Manager, Resident	Hour	\$ 95.00
PM	Project Manager	Meetings, Report Review, Final Letter	Hour	\$ 95.00
GEO-PM	Geotechnical Project Manager		Hour	\$ 95.00
	Technical Director	Forensic & Diagnostic Investigation, Expert Witness	Hour	\$ 125.00
MILEAGE & MISCELLANEOUS				
Bill Code	Item	Description	Unit	Rate
	Third Party Rentals and/or Services		Cost + 15%	

TO: Public Works Committee  
FROM: Bill Lindauer, Engineering Services Manager  
DATE: December 7, 2023  
SUBJECT: Service Provider Agreement with Pacific Testing & Inspection, Inc. for On-Call Material Testing, Amendment No. 2

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1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Second Amendment to Service Provider Agreement for On-Call Material Testing.

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2) Background:

The original Agreement for \$45,000 was signed on January 12, 2021. The First Amendment extended the term of the Agreement to December 31, 2024, and increased the compensation to a not-to-exceed amount of \$95,000. This Second Amendment increases the not-to-exceed amount to \$195,000 to cover anticipated costs in 2024.

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3) Policy Support:

Council Strategic Goals and Priorities 2023-2024:

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

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4) Alternatives:

☐ Do not approve Amendment.

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5) Fiscal Notes:

Fees charged for this agreement will be allocated to the appropriate City fund, dependent upon the work completed.

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6) Attachments:

A. Second Amendment to Service Provider Agreement



**SECOND AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
ON-CALL MATERIAL TESTING**

This Second Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Pacific Testing & Inspection Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 12, 2021, and First Amendment dated effective May 12, 2023, whereby the SERVICE PROVIDER agreed to provide material testing services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement, by updating the fees and increasing the compensation paid to the SERVICE PROVIDER for on-going material testing on active projects.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C. shall be amended to increase the fees for 2024 as described in Exhibit A-2 and compensation paid to the SERVICE PROVIDER shall be increased by an additional amount of One Hundred Thousand and 00/100 Dollars (\$100,000). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment, and this Second Amendment shall be an amount not to exceed One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00).

\*\*\* Signatures on Following Page \*\*\*

## 2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

**CITY:**  
CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

**SERVICE PROVIDER:**  
PACIFIC TESTING & INSPECTION INC.  
3215 Harrison Avenue  
Centralia, WA 98531  
UBI No. 602-707-422  
Phone No. 360-736-3922

Debbie Sullivan  
Mayor

Signature (Notarized – see below)  
Printed Name:  
Title:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington )  
 ) ss  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

(Signature)  
Notary Public in and for the State of Washington  
My appointment expires

# PACIFIC TESTING & INSPECTION INC.

## SERVICE AND FEE SCHEDULE

2024

### **PERSONNEL / CONSULTING FEES**

Special Inspection (Concrete, Masonry, Shotcrete, Fireproofing & Post Tension) ...	75.00 hr.
Special Inspection (Welding, High Strength Bolting, Lateral Wood/Shear) .....	100.00 hr.
Certified Welding Inspector (CWI) .....	110.00 hr.
Compaction Testing w/Certified Technician (Soils & Asphalt) .....	75.00 hr.
Pile Observation .....	75.00 hr.
Erosion Control Inspection w/CESCL Inspector .....	100.00 hr.
Laboratory Technician .....	90.00 hr.
Ultrasonic Testing .....	120.00 hr.
Pachometer Testing .....	100.00 hr.
Project Manager .....	110.00 hr.
Vacuum Testing .....	110.00 hr.
Professional Engineer .....	160.00 hr.

### **MATERIALS TESTING SERVICES**

#### **Concrete**

Compression Test Cylinders .....	37.00 ea.
Compression Test Cylinders (not cast by PTI) .....	45.00 ea.
Flexural Beams .....	160.00 ea.
Shotcrete Compression Test, Three Cores Per Panel .....	360.00 ea.
Additional Cores (Shotcrete) .....	110.00 ea.
Cores (Minimum of Two) .....	120.00 ea.
Compression Strength Test Sawed Section .....	110.00 ea.
Unit Weight and Yield .....	60.00 ea.
Core Bit Wear Charge .....	4.50 in.
Schmidt Hammer .....	100.00 hr.
Moisture Emission .....	160.00 ea.
Ph Testing .....	50.00 ea.
Rh Testing .....	110.00 ea.

#### **Masonry**

Mortar Test Specimens Compressive Strength .....	37.00 ea.
Grout Compressive Strength Test .....	55.00 ea.
Masonry Compressive Strength Prisms .....	200.00 ea.
Concrete Masonry Units ASTM-140.....	410.00 set
Clay Masonry Units ASTM-67.....	410.00 set

#### **Mix Designs, Concrete**

Trial Batch – 6 Cylinders .....	Quoted per project
3-Point Curve .....	Quoted per project
Set Times, Initial and Final .....	90.00 hr.
2 x 2 Mortar cubes (3 per set) .....	65.00 set

**Pacific Testing & Inspection Inc.****2022****Page 2****Asphaltic Concrete**

Bitumen Content by Extraction and Combined Gradation .....	310.00 ea.
Rice Density .....	110.00 ea.
Marshall Stability & Flow, 3 specimens .....	Quote
Mix Design Marshall Method, 3 trials & specimens .....	Quote
Bulk Specific Gravity – 3 cores .....	260.00 set
Fracture Face Count .....	110.00 ea.
Effect of Water on Cohesion of Compacted Mixes .....	360.00 ea.

**Soils**

Atterberg Limits – 1 point .....	120.00 ea.
Atterberg Limits – 3 points .....	210.00 ea.
Moisture Density Relationship .....	260.00 ea.
Oversize Correction Determination .....	50.00 ea.
In-Place Density (Sand Cone) .....	110.00 ea.
Organic Content .....	110.00 ea.
Hydrometer Analysis .....	210.00 ea.
% Passing #200 Sieve .....	90.00 ea.
Natural Moisture Content .....	45.00 ea.
Permeability Falling Head .....	310.00 ea.
In-Field Infiltration Rate .....	110.00 hr.
Visual Classification .....	35.00 ea.
Specific Gravity of Soils .....	105.00 ea.
Permeability with Proctor .....	610.00 ea.
Turbidity Testing .....	110.00 hr.
Relative Density .....	380.00 ea.
California Bearing Ratio .....	510.00 ea.

**Aggregates**

Sieve Analysis with #200 Wash .....	160.00 ea.
Specific Gravity and Absorption – Coarse Aggregate .....	120.00 ea.
Specific Gravity and Absorption – Fine Aggregate .....	180.00 ea.
Sand Equivalent .....	110.00 ea.
Organic Impurities .....	110.00 ea.
Fracture Count .....	110.00 ea.
Sample Preparation .....	90.00 hr.
Unit Weight & Voids .....	90.00 ea.
Unconfined Compression, Intact Rock Cores .....	135.00 ea.
Clay Lumps and Friable Particles .....	120.00 ea.
Sulfate Soundness .....	560.00 ea.
Excessive Clay Content / Preparation .....	90.00 ea.
Durability Index WSDOT-T113 ASTM D-3744 .....	160.00 ea.
DMSO .....	410.00 ea.
LA Abrasion .....	280.00 ea.
Resistivity .....	510.00 ea.
Cement Treated Base ASTM D-559 w/compression .....	360.00 ea.
Bulk Density .....	110.00 ea.

## Pacific Testing & Inspection Inc.

2022

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### **Physical Testing**

Sprayed on Fireproofing Density .....	140.00 ea.
Cohesion / Adhesion Tests .....	80.00 ea.
Roofing cut out samples .....	110.00 ea.
Anchor Bolt Testing .....	110.00 hr.

### **Miscellaneous**

Laboratory Time – after hours (3 hour minimum) .....	160.00 hr.
Outside Expenses and Support Services .....	Cost plus 15%
Concrete Cylinder Mold (when not cast by PTI) .....	6.00 ea.
Final Project Review and Final Letter .....	250.00
Mileage .....	.85 mile
Same Day Call In for inspections .....	130.00
Report Processing .....	40.00/visit
Engineering Letter .....	250.00 ea.
Equipment-Skidmore (PTI on site w/Equipment).....	100.00/day
Equipment-Skidmore (PTI <u>not</u> on site w/Equipment).....	100.00 hr.+ 265.00/day

In addition, overtime rates will apply for all work performed in excess of 8 hours per day. Overtime rates are 1.5 times normal rate after 8 hours per day and Saturdays. Sundays and Holidays are 2 times the normal rate. **Appointments for inspection must be made prior to 4:00 p.m. the day preceding the inspection.** Cancelled inspections are billed as a 2-hour minimum. Special Inspections Rates are billed as a 4-hour minimum, and are portal to portal. Comprehensive bid prices are available on request and may vary from the standard fee schedule. Sample turnaround in less than 48 hours is billed at 1.5 times standard laboratory rate. All samples will be disposed of one week after test. Failing tests retained for 30 days. Laboratory tests do not include preparation and delivery of samples to laboratory. Accounts 30 days past due will be charged interest at 1.5% monthly and 18% annually. On remote jobs or projects, subsistence, when not furnished, will be an additional charge. PTI carries in excess of all insurance required by law.