



INFORMATIONAL MEMORANDUM

TO: Mayor Haggerton
Utilities Committee

FROM: Bob Giberson, PW Director *BG*
Mary Miotke, IT Director *MM*

BY: Frank Iriarte, Deputy PW Director

DATE: July 12, 2013

SUBJECT: Community Connectivity Consortium
Approve Project Agreement 65

ISSUE

Approval of Community Connectivity Consortium Project Agreement 65.

BACKGROUND

On April 5, 2010, the Tukwila City Council passed Resolution No. 1708 authorizing the Mayor to enter into an Interlocal Agreement (ILA) to join and participate in fiber optic projects with members of the Regional Fiber Consortium (RFC). Resolution No. 1708 was eventually repealed on February 21, 2012 by Resolution No. 1763.

Resolution No. 1763 acknowledged the formation of the Community Connectivity Consortium (CCC), approved its charter, and authorized the Mayor to sign an ILA allowing the City to formally join the CCC along with other government agencies and participate in future Consortium fiber optic projects.

DISCUSSION

Under the terms of the ILA, all fiber optic projects are required to have a Project Agreement (PA) signed by all participating parties. The PA's specify the lead agency, participant roles, budget, route, fiber allocation and ownership, maintenance responsibilities, and other pertinent details. Currently, the CCC has three (3) PA's which directly impact Tukwila: PA 64 (City of Renton to the Sabey Data Center); PA 65 (RapidRide segment through Renton to Tukwila); and PA 66 (Valley Cities Stage 5).

PA 65 has been finalized and is ready for Council's review and action. Specifically, the Agreement provides for the design and installation of a 288 strand fiber optic cabling system between Rainer Avenue South/SW 7th St in Renton, and Interurban Ave S/Grady Way in Tukwila. This is an important project for the CCC as it provides a critical pathway for future fiber optic connectivity to the Sabey Data Center and Valley cities.

In consideration for the use of City conduits and associated infrastructure, Tukwila will benefit by having access to fibers held in trust by the CCC for future use.

FINANCIAL IMPACT

The estimated cost of PA 65 is \$351,350.00 and Tukwila's in-kind contribution of existing conduits and fiber infrastructure is approximately \$15,000. Other than potential future maintenance requirements, no additional City funds are required.

RECOMMENDATION

Council is being asked to approve the Community Connectivity Consortium's Project Agreement 65 and consider this item on the Consent Agenda at the August 5, 2013 Regular Meeting.

Consortium Project Agreement 65

King County 401 Fifth Ave., Suite 600 Seattle, WA 98014	City of Renton 1055 S Grady Way Renton, WA 98057	City of Tukwila 6200 Southcenter Blvd. Tukwila, WA 98188
City of Kirkland 123 Fifth Ave Kirkland, WA 98033	City of Bellevue 450 110th Ave NE Bellevue, WA 98009	University of Washington 4545 15th Ave NE Seattle, WA 98105

Provide for the design and installation of fiber optic cabling between Rainier Ave S & SW 7th St, Renton, Washington and Interurban Ave & SW Grady Way, Tukwila, Washington.

**An Addendum to the
Community Connectivity Consortium's
Project Agreement Template Policy**

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I. Project Description

A. Project Number

65

B. Project Name

Consortium Backbone Rainier Ave, Renton to Interurban Ave, Tukwila.

C. Project Description

Provide a 288 strand fiber optic cable from Southwest 7th Street and Rainier Avenue South in Renton, through Southwest 7th Street, Powell Avenue Southwest, and Southwest Grady Way to the intersection of State Route 181, also known as West Valley Highway, and Southwest Grady Way (known as the Fun Center.), as generally illustrated in Exhibit A (Route Illustration).

D. Lead Agency / Project Manager

King County

E. Participating Agencies

King County Metro Transit
City of Renton
City of Tukwila
City of Bellevue
City of Kirkland
University of Washington

II. Physical Description of Project

A. Project Route

- From a cabinet at SW 7th Street and Rainier Ave. S to a traffic control pedestal at the intersection of SW 7th Street and Powell Ave. SW,
- Turning South on Powell Ave. SW to a TA-25 vault at SW Grady Way,
- Continuing West on SW Grady Way to a vault at Oakdale Ave. SW,
- Continuing West on SW Grady Way to a vault at the eastern end of the SW Grady Way elevated crossing of the railroad right of way,
- Continuing West on the elevated crossing to a vault at the western end,
- Continuing West to a City of Tukwila TA-25 vault at the NE corner of the intersection of SW Grady Way and SR181.

B. Points of Demarcation

- Traffic cabinet on the west side of Rainier Ave S at SW 7th, Renton, Washington.
- TA-25 vault on the eastside of Interurban Ave at SW Grady Way, Tukwila, Washington

C. Facilities to be Used, Owners and Managers

- City of Renton existing underground conduit including all vaults, hand holds and traffic signal cabinets necessary to the installation of the fiber optic cable.
- City of Tukwila existing underground conduit and vault system.
- All upgrades to conduit systems installed on City of Tukwila property and in City of Tukwila right of way will be owned and maintained by City of Tukwila where the conduit system is installed.
- All upgrades to conduit systems installed on City of Renton property and in the City right of way will be owned and maintained by the City of Renton where the conduit system is installed.

D. Project Specifications and Scope of Work

This project shall meet all the requirements of King County IT Department, the City of Renton Public Works Department, and the Tukwila Public Works Department, i.e. traffic control plans, street use permits, waiver of existing underground ordinance, city and county business license requirements, etc.

Route Preparation

- **Work to be done during normal working hours:**

Inventory and proof the route described above in **A. Project Route** from a newly installed traffic pedestal on the west side of Rainier Ave at 7th to an existing City of Tukwila TA-25 vault on the eastside of Interurban Ave at SW Grady Way.

King County, as project manager, is responsible for all route improvements including but not limited to handhold replacement, vault installations/replacements, and conduit repair for the route as described.

Note: All construction instructions are subject to conditions that may not be known before proofing/locates are completed. However, the contractor is responsible for knowing all project conditions.

Underground and Aerial Fiber Placement

- **Work to be done during normal working hours:**

1. Fiber will be installed to King County IT standards.
2. All cabling will be labeled with the UASI Project data and emergency contact information.
3. Project will install a 288 strand, single mode, all wave, full spectrum cable along the specified route.
4. Fusion splices along the route such that there are no breaks in the Consortium strands and that all Consortium fibers are continuous strands between the identified points of demarcation.
5. Attach an orange label with black lettering to the 288 count SM fiber cable at each access point reading:

**Purchased with 2010/UASI Funds
Grant No. 2010-SS-T0-0084.
Fiber Optic Cable
King County IT @ 206.263.7000**

6. Where toneable medium does not already exist in the conduit, provide and install toneable mule tape along the fiber cable in the underground such that future locates can identify the path of the conduit. In hand holes and vaults where the mule tape is not continuous splice the conductors together using water and corrosion resistant splicing crimps and secure the mule tape such that it cannot be pulled into the open conduit end.

Fiber Terminations and Splicing

- **Work to be done during normal working hours:**

Important note: Confirm all splice details prior to undertaking any work under this section.

The items below will be detailed in a separate splice document. Where appropriate, each participating agency will provide the splice details for the fibers assigned to them in **E. Fiber Apportionment** below. Additions to the Fiber Terminations and Splicing section of this document must be specific to fiber splicing and termination and shall not alter or amend the terms of any other portion of this document.

1. At the City of Tukwila TA-25 on the eastside of Interurban Ave leave a 100' service loop with strands 73 through 288 unterminated. Termination of these strands will take place in a future, separate agreement.
2. At the traffic pedestal on the west side of Rainier Ave, a 100' slack loop shall be left for future splicing of strands 73 through 288 to a cable coming from a City of Renton manhole at SW 7th and Talbot. The first 72 strands shall be owned by King County.

Note: more splice sections may follow detailing splices to the owner agencies when the fiber topology and fiber count and ownership has been fully negotiated.

E. Fiber Apportionment

One 288 count single-mode fiber optic cable will be installed along the entire above described route. The following table is for illustrative purposes only to detail initial fiber distribution among project agreement participants. Actual strand assignments will be determined through the splice tables and be dependent upon existing fiber splice connections.

1. Fibers 1 - 72 (72 fibers) will be owned and maintained by King County.
2. Fibers 73 - 78 (6 fibers) will be owned and maintained by the City of Bellevue.
3. Fibers 79 – 80 (2 fibers) will be owned and maintained by the City of Renton
4. Fibers 81 - 108 (28 fibers) will be held in trust by the consortium for the future use of current or future consortium members which may include: cities, school districts, fire districts, water districts, hospital districts and others.
5. Fibers 109 - 132 (24 fibers) will be owned and maintained by the University of Washington.
6. Fibers 133 - 134 (2 fibers) will be owned and maintained by the City of Kirkland.
7. Fibers 135 - 288 (154 fibers) will be held in trust by the consortium for the future use of current or future consortium members which may include: cities, school districts, fire districts, water districts, hospital districts and others.

III. Anticipated Project Budget

A. Construction Budget

Estimated Construction Budget

Item Description	Quantity	Price	Extended
Provide 288 single mode fiber optic cable strands from a traffic control cabinet on the west side of Rainier Ave S. at SW 7 th St, Renton to a TA-25 on the eastside of Interurban Ave at SW Grady Way, Tukwila. Project includes all necessary infrastructure improvements necessary to complete the described route.	1	1	\$320,000.00
Tax		9.8 %	\$31,360.00
Total			\$351,360.00

B. Construction Cost Apportionment

Construction Cost Apportionment Table

Participating Agency	Cost
UASI Grant Funds	\$ 120,000.00
King County, dedicated fiber strand costs	231,360.00
Total	\$ 351,360.00

C. In-Kind Asset Contributions

In-Kind Asset Contribution Table

Contribution Type and Agency	Value (est.)
UASI Grant Administration/Project Mgmt – City of Bellevue	\$10,000
Conduit 10,000 feet in length – City of Renton	\$500,000
Project Planning, Design Project Mgmt – King County	\$ 50,000
Conduit/Infrastructure – City of Tukwila	\$ 15,000
Total In-Kind Contributions	\$575,000
Project Funding (see para B, above)	\$351,360
Estimated Total Project Valuation	\$926,360

D. Maintenance Responsibilities and Costs, including Ongoing Maintenance and Responsibilities for Moves.

Expected future maintenance has been broken down into the categories below. If a maintenance issue arises that is not listed below, those costs will be proportionately split based on fiber ownership in each fiber segment by the participating agencies.

Locates

The City of Renton, City of Tukwila and King County agree to perform or pay for all locates required and requested through Underground Utilities Locate Center (UULC) for the fiber and conduit installed as a result of this agreement that is on property owned by the City/County, in the City/County right-of-way and in the right-of-way in potential annexation areas.

Relocation

Any and all relocations will be borne by the parties to this agreement. Cost shall be apportioned based on the percent of fiber owned by each participating agency.

Repairs/Breaks

The Community Connectivity Consortium and King County shall be responsible for immediate and timely repair of all breaks or outages of fiber in the project agreement. The Community Connectivity Consortium and King County shall contract with a competent and qualified vendor to provide 7x24x365, four hour response to any fiber breaks/outages that happen on the fiber segments in the agreement.

The Community Connectivity Consortium or King County will determine Cost Apportionment using a formula based on the percentage of fiber owned by each partner to this agreement. Upon completion of the repair, the Community Connectivity Consortium or King County shall invoice each partner for their share of costs.

E. Payment for project work

This project agreement covers the purchase of 216 strands of single mode, all wave fiber for exclusive use of the Community Connectivity Consortium. Using UASI grant funding, the City of Bellevue will purchase 216 strands from King County upon the successful completion of the F-Line project as described in this agreement. Successful completion shall mean the complete installation, testing and delivery of complete as-built documents, test results and project acceptance by King County from the contractor.

IV. Apportionment of Liability

During construction, the Contractor shall be responsible for the project work and the project site. In the event that the project work causes or contributes to any harm, damage, injury or loss to any person or property, whether during construction or after completion of the project, each party shall be responsible as set forth in Section VI, Indemnification and Limitation of Liability, of the Consortium Project Agreement Template Policy (adopted Feb. 2, 2012).

Each participating agency to this agreement shall ensure that the participating agency and all persons performing the Work, including without limitation project suppliers and subcontractors, maintain in effect at all

times during the Work, coverage or insurance in accordance with the applicable laws relating to worker's compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. The Lead Agency or contracting party shall furnish to Participating Agencies such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Participating Agencies may request.

Each Participating Agency shall maintain in full force and effect throughout the term of this Agreement, a minimum of One Million Dollars (\$1,000,000) liability insurance for property damage and bodily injury. In satisfying the insurance requirements set forth in this section, the Participating Agency may self-insure against such risks in such amounts as are consistent with good utility practice or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.24 RCW which shall provide liability coverage to the Participating Agency for the liabilities contractually assumed by the Participating Agency in this Agreement. At the time of execution of this Agreement, and prior to commencement of performance of any of the Work, each Participating Agency shall furnish Participating Agencies, upon request, with a Certificates of Insurance as evidence that policies providing insurance (or self-insurance) with such provisions, coverage's and limits are in full force and effect.

V. Project Schedule

Task	Target Completion Date
Circulate and sign copies of the project PA	July 2013
Award Contract/Obtain permits	July 2013
Prep conduit and install fiber and toneable tape	July 2013
Terminate and splice fibers	August 2013

VI Changes or Addenda to Project Agreement Template Policy

This Agreement shall run concurrent with the Project Agreement Template Policy document. This document may supersede the Project Agreement Template Policy document to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of the Project Agreement Template Policy document.

Approvals

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement on the respective dates indicated below.

Brad Miyake Date
Acting City Manager
City of Bellevue

City Attorney

Approved as to Form:

Kurt Triplett Date
City Manager
City of Kirkland

City Attorney

Approved as to Form:

Denis Law Date
Mayor
City of Renton

City Attorney

Approved as to Form:

Jim Haggerton Date
Mayor
City of Tukwila

City Attorney

Approved as to Form:

William S. Kehoe Date
CIO
King County

County Attorney

Clare Donahue Date
Associate Vice-President, Information Technology
University of Washington

Project Agreement 65

