

COUNCIL AGENDA SYNOPSIS



-----Initials-----				ITEM No. 3.E.
<i>Meeting Date</i>	<i>Prepared by</i>	<i>Mayor's review</i>	<i>Council review</i>	
09/17/18	HH	<i>HH</i> <i>CG</i>	<i>h</i>	

ITEM INFORMATION

STAFF SPONSOR: HENRY HASH		ORIGINAL AGENDA DATE: 09/17/18
AGENDA ITEM TITLE 53rd Ave S Residential Street Improvements Memorandum of Agreement with CenturyLink		
CATEGORY	<input type="checkbox"/> Discussion <i>Mtg Date</i>	
	<input checked="" type="checkbox"/> Motion <i>Mtg Date 09/17/18</i>	
	<input type="checkbox"/> Resolution <i>Mtg Date</i>	
	<input type="checkbox"/> Ordinance <i>Mtg Date</i>	
	<input type="checkbox"/> Bid Award <i>Mtg Date</i>	
	<input type="checkbox"/> Public Hearing <i>Mtg Date</i>	
	<input type="checkbox"/> Other <i>Mtg Date</i>	
SPONSOR	<input type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> HR <input type="checkbox"/> DCD <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input type="checkbox"/> IT <input type="checkbox"/> P&R <input type="checkbox"/> Police <input checked="" type="checkbox"/> PW	
SPONSOR'S SUMMARY	Part of the 53rd Ave S residential street improvements include undergrounding the electrical distribution system. Part of the undergrounding includes CenturyLink facilities. Negotiations for cost sharing has CenturyLink paying 25% of the joint utility trench, which is estimated to be \$91,535.22. The MOA amounts are based on the bid results, but will be adjusted with the final construction costs. Council is being asked to approve the Memorandum of Agreement with CenturyLink.	
REVIEWED BY	<input type="checkbox"/> COW Mtg. <input type="checkbox"/> CA&P Cmte <input type="checkbox"/> F&S Cmte <input checked="" type="checkbox"/> Transportation Cmte <input type="checkbox"/> Utilities Cmte <input type="checkbox"/> Arts Comm. <input type="checkbox"/> Parks Comm. <input type="checkbox"/> Planning Comm.	
	DATE: 09/10/18 COMMITTEE CHAIR: THOMAS MCLEOD	
RECOMMENDATIONS:		
SPONSOR/ADMIN. Public Works Department		
COMMITTEE Unanimous Approval; Forward to Consent Agenda		
COST IMPACT / FUND SOURCE		
EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
\$91,535.22	\$0.00	\$0.00
Fund Source: 103 RESIDENTIAL STREETS (PAGE 3, 2017 CIP)		
Comments:		
MTG. DATE	RECORD OF COUNCIL ACTION	
09/17/18		
MTG. DATE	ATTACHMENTS	
09/17/18	Informational Memorandum dated 09/07/18	
	MOA with Qwest Corporation d/b/a CenturyLink	
	2017 CIP, page 3	
	Minutes from the Transportation & Infrastructure Committee meeting of 09/10/18	



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**
FROM: **Henry Hash, Public Works Director** *H.H.*
BY: **Ryan Larson, Senior Program Manager**
CC: **Mayor Allan Ekberg**
DATE: **September 7, 2018**
SUBJECT: **Residential Streets - 53rd Avenue South (S 144th St to S 137th St)**
Project No. 99410301
Memorandum of Agreement - CenturyLink

ISSUE

Approve the Memorandum of Agreement with CenturyLink for construction cost sharing to underground the CenturyLink Communications system as part of the 53rd Avenue South Project.

BACKGROUND

The 53rd Avenue South Project will construct roadway, drainage, sidewalks, illumination, water and sewer upgrades, and undergrounding of overhead utilities between S 137th St and S 144th St. The project design team worked with utility providers including CenturyLink to incorporate their system requirements and design into the City's 53rd Avenue South Project. Negotiations between City staff and CenturyLink resulted in the attached Memorandum of Agreement to cost share the undergrounding portion of the project.

ANALYSIS

The costs for the City to install CenturyLink facilities as part of the City's roadway project will be reimbursed by CenturyLink based on the different components of the system being installed. CenturyLink will pay 25% of the joint utility trench and backfill costs based on a 25% utilization. CenturyLink will reimburse the City for 50% of the communications trench shared with Comcast. The City will install CenturyLink provided conduits and vaults within the joint utility trench and on private property at no cost. CenturyLink will pay a prorated cost share for surveying and traffic control based on their utilization cost percentage of the joint utility trench.

FINANCIAL IMPACT

The total CenturyLink cost share that will be reimbursed to the City is estimated to be \$91,535.22, including tax. The final cost share will be based on final bid quantities installed and any approved changes. Both the City and CenturyLink benefit from the use of the joint utility trench to reduce overall project costs and impacts that would have incurred if separate contractors were used.

RECOMMENDATION

Council is being asked to authorize the Mayor to execute the Memorandum of Agreement with CenturyLink for the 53rd Avenue South Project and consider this item on the Consent Agenda at the September 17, 2018 Regular Meeting.

MEMORANDUM AGREEMENT
Between the City of Tukwila and CenturyLink
for the 53rd Avenue South –
(S 137th Street to S 144th)

THIS AGREEMENT (“Agreement”), is entered into between the City of Tukwila, a Washington municipal corporation (“City” or “Tukwila”), and Qwest Corporation d/b/a CenturyLink QC a Washington corporation (“CenturyLink”).

RECITALS

WHEREAS, the City is making right-of-way improvements to 53rd Ave S. between S. 137th St. and S. 144th St. (the “Project”); and

WHEREAS, Tukwila has determined that its street improvement project is a public project and will necessitate the relocation and new construction of CenturyLink utility infrastructure (“Facilities”), including but not limited to conduit, fiber, copper, handholes, manholes, and surface markers, located within the boundaries of the Project; and

WHEREAS, CenturyLink currently maintains and operates its utility infrastructure within the 53rd Ave. S. public right-of-way; and

WHEREAS, CenturyLink acknowledges that Tukwila has given notice to CenturyLink and Third-Party users of the necessity to remove existing aerial utility infrastructure along 53rd Ave S.; and

WHEREAS, relocation requires trenching within the public right-of-way and the parties recognize the efficiencies of entering into an agreement whereby one trench will be dug for all of the parties to relocate their facilities; and

WHEREAS, CenturyLink and Tukwila intend for this Agreement to provide a process for cooperation and coordination in the design, estimating, scheduling, construction, and payment for, the utility undergrounding work in an efficient and cost-effective manner;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to facilitate construction of a joint trench, the parties agree as follows:

AGREEMENT

1. SCOPE OF WORK

The City has advertised for construction bids and entered into a contract with a Contractor reasonably acceptable for the parties for the construction of a joint utility trench which shall include CenturyLink Facilities, Comcast, and SCL power facilities. This joint utility trench will be placed within the northbound lane of 53rd Ave. S. between S. 137th and S. 144th St. in accordance with the Project plans.

2. CONTRACTOR REQUIREMENTS

The independent contractor hired solely by the City to perform the work outlined in Section 1 shall be referred to as “the Contractor” in this Agreement. The Contractor, pursuant to a contract with the City, shall, as more fully detailed below, excavate the trench and install CenturyLink Facilities, Comcast, and SCL power facilities, accommodate and coordinate the installation of CenturyLink Facilities, install the bedding material, backfill and compact the trench, and perform any restoration required by the City, all to be performed in a good and workmanlike manner consistent with industry standards. The City represents that any such contract shall further require of Contractor that the work be conducted in conformity with (i) the applicable procedures and requirements of the parties as described herein; (ii) all applicable laws, ordinances and regulations of any governmental authority, and; (iii) all applicable terms and provisions of the National Electric Safety Code, as may be amended, supplemented or replaced from time to time, including but not limited to those pertaining to protection and separation of conductors buried in earth.

3. RESPONSIBILITY OF THE PARTIES

A. *Drawings.* CenturyLink shall provide engineering drawings, specifications, construction standards, estimated material quantities, and cost estimates to the City for the underground relocation of CenturyLink’s Facilities. The drawings shall show in detail the location and elevation of the conduits, trench, and vaults, and shall include a general traffic control plan for activities not associated with installation of Facilities within the Contractor-controlled open trench area.

B. *Installation.* CenturyLink shall furnish its conduit for installation by the Contractor in the City-provided trench and shall furnish and deliver to the site all vaults for installation by the Contractor in a timely manner as outlined in subsection 3.D. CenturyLink shall furnish and install, with CenturyLink’s own contractor, the CenturyLink copper cabling. CenturyLink shall schedule all deliveries and work so as not to delay the Contractor. All rights, title and interest in CenturyLink Facilities and associated equipment shall at all times remain with CenturyLink. Parties hereto acknowledge and agree that CenturyLink shall in no event be required to remove its respective, affected and abandoned facilities, prior to completion of its underground Facilities, in accordance with this Agreement, as long as said installation is completed in conformity with this Agreement. The City, by entering into this Agreement, is granting CenturyLink a license to occupy the joint trench and public right-of-way in which the Facilities will be placed, in accordance with any applicable franchise agreement or equivalent

with the City, and the City shall reasonably grant any further amendment, permit, or other permission necessary for CenturyLink Facilities to occupy the joint trench and public right-of-way. If any third-party consent is required for the CenturyLink Facilities to be installed in or occupy the joint trench and public right-of-way, the City shall reasonably cooperate with CenturyLink in obtaining such consent, at the cost of the City.

C. *Traffic Control.* The Contractor shall perform all traffic control associated with installation of Facilities within the Contractor-controlled open trench area. CenturyLink shall be responsible for providing traffic control during installation of facilities not associated with or in the Contractor-controlled open trench area.

D. *CenturyLink Coordination.* The Contractor will excavate for and place CenturyLink Facilities, excluding CenturyLink copper cabling that CenturyLink's contractor is installing, in the trench including bedding and backfill. CenturyLink shall reasonably maintain continued coordination with the Contractor regarding the installation of CenturyLink's Facilities. This coordination shall include but not be limited to the following:

1. Timing of when and where CenturyLink materials will be delivered on-site.
2. The Contractor shall provide CenturyLink weekly scheduling notifications.
3. CenturyLink shall coordinate closely with the Contractor to provide all necessary materials required for installation of the CenturyLink Facilities in a timely manner.

E. *Surveys.* The City will provide the survey for the location of the trench and vaults.

4. COMPENSATION

A. *Trench costs.* CenturyLink agrees to pay the City a reasonable portion of the trench costs, including trench bedding and backfill, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference. Preliminary costs are estimated based on the Contractor bid amount and shown in Exhibit A. Trench costs will be finalized after completion of construction to account for actual trench costs. Notwithstanding any other term or condition of this Agreement, the total trench costs to be allocated to CenturyLink shall not increase by more than 10% of the estimated trench costs allocated to CenturyLink in Exhibit A.

B. *Survey.* CenturyLink agrees to pay the reasonable costs for the City surveyor's time to provide vault locations and elevations and any other survey that may be required to locate and place CenturyLink Facilities.

C. *Traffic Control.* CenturyLink agrees to pay the City a proportionate share of traffic control costs related to the Contractor-controlled open trench areas where CenturyLink Facilities are present. The proportionate share shall be based on trench usage as shown in Exhibit A. Notwithstanding any other term or condition of this Agreement, the total traffic control costs to be allocated to CenturyLink shall not increase by more than 10% of the proportionate share of traffic control costs allocated to CenturyLink in Exhibit A. CenturyLink shall be responsible to pay for all traffic control, if any, during the installation of CenturyLink Facilities if such traffic control costs are not associated with the Contractor-controlled open trench area.

D. *Additional Expenses.* CenturyLink agrees to pay its proportionate share of additional expenses reasonably incurred due to all CenturyLink's approved change requests requiring additional trench depth or width and for unforeseen conditions, including but not limited to dewatering for ground water. CenturyLink will not pay for any share of additional expenses incurred due solely to approved change requests from other third-parties, private utilities, and/or the City. Notwithstanding any other term or condition of this Agreement, the total additional costs to be allocated to CenturyLink shall not exceed \$10,000.00 without mutual consent of the parties.

E. *Facilities.* CenturyLink agrees to pay for the installation of its Facilities separately and in addition to any trench costs discussed above; notwithstanding, the City and CenturyLink agree that CenturyLink shall procure and install, through CenturyLink's own contractor, CenturyLink's copper cabling. These Facility installation costs shall be preliminarily determined from the bid price accepted by the City. Notwithstanding any other term or condition of this Agreement, the total Facility installation costs to be allocated to CenturyLink shall not increase by more than 10% of the total Facility installation costs allocated to CenturyLink in Exhibit A.

F. *Invoice.* CenturyLink agrees to pay the City within sixty (60) days of being invoiced by the City for amounts which CenturyLink has agreed to pay under this Agreement.

G. *Defective or Unauthorized Work.* CenturyLink reserves the right to withhold payment from the City or any other party for any defective or unauthorized work performed by the Contractor or any other part on the Project. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement or the reasonable requirements of CenturyLink and extra work and materials furnished without CenturyLink's approval. If for any reason it is necessary to satisfactorily complete any portion of the work, CenturyLink may complete the work using its own means at its expense.

5. CHANGES.

CenturyLink shall submit any changes requested to be performed by the Contractor to the City. The City shall submit such requests to the Contractor, obtain the estimated costs from the

Contractor to perform the work, and notify CenturyLink of the costs. CenturyLink shall then have five (5) business days from the time it receives the costs from the City, within which to respond in writing or electronic mail. If CenturyLink chooses not to accept the Contractor's price, then this work shall only be performed by CenturyLink according to a mutually agreed upon schedule with the Contractor so as not to cause unreasonable delay to the Contractor.

6. INDEMNIFICATION; LIENS AND ENCUMBRANCES.

Each CenturyLink and the City shall defend, indemnify and hold the other party, their officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorneys' fees, arising out of or in connection with the parties' respective performance of this Agreement or to the extent arising out of or resulting from the negligence or willful misconduct of either the City or CenturyLink or their respective agents, employees, officers, officials, directors, contractors or subcontractors. Notwithstanding any other terms or conditions of this Agreement, the indemnification obligations in this Agreement shall not be applicable to any claims to the extent caused by the negligence or willful misconduct of an indemnified party or their respective agents, employees, officers, officials, directors, contractors or subcontractors. Notwithstanding any other provision of this Agreement to the contrary, neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages.

Further, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, their respective agents, employees, officers, officials, directors, contractors or subcontractors, a CenturyLink's or the City's liability hereunder shall be only to the extent of the each's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

No party, directly or indirectly, shall create or impose any lien based upon work or materials provided for or on behalf of a respective party on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party, subject to each party's right to contest such a lien in good faith, shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another based upon work or materials provided for or on behalf of a respective party.

7. INSURANCE.

The City, in its separate agreement with the Contractor, shall require that the Contractor shall maintain in full force and effect at its own cost insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representative, employees, sub consultants or subcontractors:

- A. Commercial General Liability insurance with limits of no less than three million dollars (\$3,000,000.00) per occurrence and three million dollars (\$3,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Coverage shall include, but not be limited to: blanket insurable contractual, Products/Completed operations/broad form property damage; explosion, collapse and underground (XCU); and employers liability. Such insurance shall name CenturyLink, the City, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against CenturyLink, the City, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable. Coverage may take the form of a primary layer and a secondary or umbrella layer, but the combination of layers must equal \$3,000,000 at a minimum.
- B. Commercial Automobile Liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in the operation of this contract in the City. The policy shall contain a severability of interests' provision.
- C. The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the City and CenturyLink, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this contract, Contractor shall provide a replacement policy. City shall require that the Contractor agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of the Contractor's work on the Project.

Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Contractor's liability to the City and CenturyLink.

A. Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

- (a) CenturyLink, the City, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of,

additional insureds with respect to liability arising out of activities performed by, or on behalf of, Contractor under the contract between the City and the Contractor;

(b) Contractor's insurance coverage shall be primary insurance with respect to CenturyLink, the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by CenturyLink, the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Contractor's insurance and shall not contribute to it; and

(c) Contractor's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

B. Acceptability of Insurers. The insurance obtained by Contractor shall be placed with insurers with a Best's rating of no less than "A VII."

C. Verification of Coverage. The Contractor shall furnish CenturyLink and the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

8. FRANCHISE AGREEMENT.

The City and CenturyLink agree that as to future projects outside of the scope of this Agreement, by entering into this Agreement neither party has waived any rights it may have under any existing franchise agreement between the City and CenturyLink or provided by law, and the City and CenturyLink expressly herein reserve such rights.

9. MISCELLANEOUS.

A. *Compliance with Laws*. The parties shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

B. *Nonwaiver of Breach*. The failure of a party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. *Governing Law*. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the parties under any of

the provisions of this Agreement, resolution of that dispute shall be available in the Federal Court local to King County, Washington, and if subject matter jurisdiction does not exist, then in the King County Superior Court, King County, Washington.

D. *Attorney's Fees.* To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 6 of this Agreement.

E. *Written Notice.* All communications regarding this Agreement shall be sent, via certified mail, postage prepaid, to the parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery or refusal.

F. *Modification.* No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each of the affected parties.

G. *Severability.* If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

H. *Relationship.* It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. Further, it is understood and agreed that no agency, employment, joint venture, co-employer, owner/contractor, client/contractor, or partnership is created between CenturyLink and the Contractor or any of the Contractor's employees, subcontractors, or agents by this Agreement. No party hereto shall (i) have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another; and (ii) be responsible for any obligation or expense whatsoever of another.

I. *Force Majeure.* Parties to this Agreement shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or third-party political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the parties' reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.

H. *Assignment.* Neither party shall assign any portion of its duties contemplated by this Agreement without the written consent of the other party.

I. *Record Keeping and Reporting.* Each party shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City or CenturyLink to ensure the performance of this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14.

J. *Audits and Inspections.* Subject to the parties and any auditor or agent of a party entering into a commercially reasonable non-disclosure agreement, the records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement, further subject to any and all applicable privacy laws including 47 USC § 222.

K. *Entire Agreement.* The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City or CenturyLink with regard to the Project, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties with regard to the Project. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CENTURYLINK QC

CITY OF TUKWILA

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DATE _____

DATE _____

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

CenturyLink QC

CITY OF TUKWILA

CenturyLink
1208 NE 64th St Rm 401, Seattle, WA 98115
Attn: Tung Lee 4th Floor
(206) 641-3447 (Desk)
(425) 641-6622 (Cell)
tung.le@centurylink.com

City of Tukwila Public Works
6300 Southcenter Blvd, Suite 100
Tukwila, WA 98188
Attn: Steve Carstens
(206) 431-2446 (Desk)
(206) 433-0179 (Office)

With a copy to:

APPROVED AS TO FORM:

CenturyLink
Mike Austin
Attention: Mike Austin Seattle Mgr.
1550 NEWPORT WAY NW
ISSAQUAH WA 98027

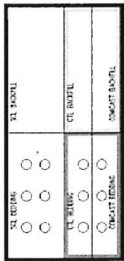
Tukwila City Attorney

EXHIBIT A - Centurylink Cost Share
 Bid Tab 2/13/18 - SCI Infrastructure
 Schedule A - (CENTURYLINK ITEMS)
 Joint Trench Agreement, Page 11 of 11

Created: KPG - 3/26/18 (KA)
 53rd Ave S Project

Item	Section	Description	Qty	Unit	Price	Total	CenturyLink	Compensation Responsibility
A2	1-05	Roadway Surveying	1	LS	\$45,000.00	\$45,000.00	\$1,254.91	Highlighted Green Items/ Total Project Cost
A10	1-10	Project Temporary Traffic Control	1	LS	\$300,000.00	\$300,000.00	\$8,356.05	Highlighted Green Items/ Total Project Cost
							\$9,620.97	Sch A SubTotal
							\$9,620.97	Sch A Total
Total Project SCI Cost =						\$ 5,953,249.60		

Schedule C - Joint Utility Trench Duct Bank (CENTURYLINK ITEMS)									
Item	Section	Description	Qty	Unit	Price	Total	CenturyLink	Compensation Responsibility	
C1	1-04	Unexpected Site Changes	1	EST	\$25,000.00	\$25,000.00		Only if required for approved CTL CO's	
C3	8-31	Unsuitable Foundation Excavation Incl. Haul	230	CY	\$27.50	\$6,325.00		Only if required during CTL owned equipment installation	
C4	8-31	Structure Excavation Class B Incl. Haul for Joint Utility Trench	4330	CY	\$38.00	\$164,540.00	\$41,135.00	50% SCL, 25% CTL, 25% Comcast	
C5	8-31	Shoring or Extra Excavation, Class B for Joint Utility Trench	20600	SF	\$1.00	\$20,600.00	\$5,150.00	50% SCL, 25% CTL, 25% Comcast	
C6	8-31	Joint Utility Trench Pipe Zone Bedding, Incl. Haul - Communications	320	CY	\$37.00	\$11,840.00	\$5,920.00	50% CTL, 50% Comcast	
C7	8-31	Joint Trench Backfill, Incl. Haul - Communications	1000	CY	\$37.00	\$37,000.00	\$18,500.00	50% CTL, 50% Comcast	
C8	8-31	Crushed Surface Base Course - Structures	430	TON	\$35.00	\$15,050.00	\$3,762.50	50% SCL, 25% CTL, 25% Comcast	
C13	8-31	Resolution of Utility Conflicts for Joint Utility Trench	1	EST	\$25,000.00	\$25,000.00		Only if required for approved CTL CO's	
C21	8-31	Install Conduit, 2 In. Diam. - CENTURYLINK	2200	LF	\$5.25	\$11,550.00		CTL Furnish /City of Tukwila Install	
C22	8-31	Install Conduit, 4 In. Diam. - CENTURYLINK	7400	LF	\$7.30	\$54,020.00		CTL Furnish /City of Tukwila Install	
C26	8-31	Conduit Riser - CENTURYLINK	7	EA	\$850.00	\$5,950.00		CTL Furnish /City of Tukwila Install	
C28	8-31	Core Drill Existing Vault - CENTURYLINK	2	EA	\$415.00	\$830.00		CTL Furnish /City of Tukwila Install	
C34	8-31	Install Utility Structure, CENTURYLINK 204-TA Vault	1	EA	\$330.00	\$330.00		CTL Furnish /City of Tukwila Install	
C35	8-31	Install Utility Structure, CENTURYLINK Pedestal	11	EA	\$200.00	\$2,200.00		CTL Furnish /City of Tukwila Install	
C36	8-31	Install Utility Structure, CENTURYLINK 467-TA Vault	6	EA	\$330.00	\$1,980.00		CTL Furnish /City of Tukwila Install	
C37	8-31	Install Utility Structure, CENTURYLINK 3048 Vault	5	EA	\$430.00	\$2,150.00		CTL Furnish /City of Tukwila Install	
C38	8-31	Install Utility Structure, CENTURYLINK 1730 Hand Hole	1	EA	\$430.00	\$430.00		CTL Furnish /City of Tukwila Install	
C39	8-31	Install Utility Structure, CENTURYLINK 3x5' Vault	1	EA	\$430.00	\$430.00		CTL Furnish /City of Tukwila Install	
C49	8-33	Install Conduit, 2 In. Diam. - CENTURYLINK Private Service	1600	LF	\$7.30	\$11,680.00		CTL Furnish /City of Tukwila Install	
							\$74,467.50	Sch C SubTotal	
							Washington State Sales Tax (10%)	\$7,446.75	
								\$81,914.25	Sch C Total
Grand Total							\$91,535.22	Tukwila will invoice CTL this amount*	



JUT TRENCH SECTION BREAKDOWN

BIFC4A5
 BIFC6
 BIFC7

Assumptions: All work above within ROW except Bid Item C49. All service conversion trenching and conduit installation are City Responsibility outside ROW. Centurylink responsible for pulling their cable, hook-ups, connections, and removal of existing equipment in and outside of ROW.

*finalized after completion of construction to account for actual construction quantities and costs.

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2017 to 2022

PROJECT: 53rd Ave S (S 137th St - S 144th St)

Project No. 99110301

DESCRIPTION: Design and construct urban residential street improvements that include curb, gutter, sidewalk, undergrounding, and illumination. Street will coordinate with Water \$1.1m, Sewer \$185k, and Surface Water \$920k CIP projects.

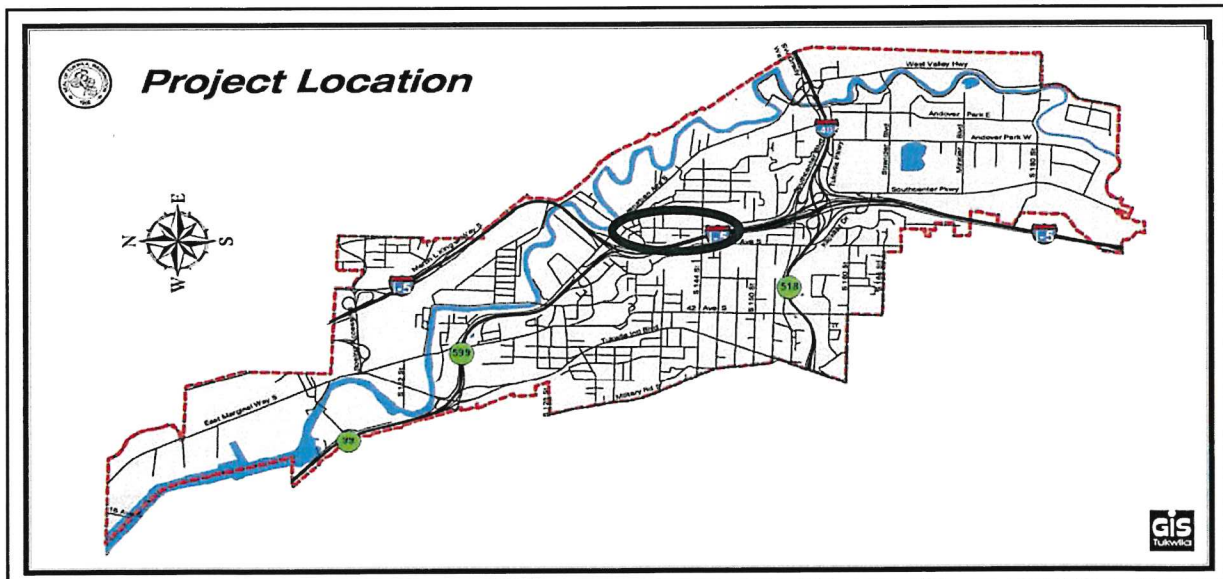
JUSTIFICATION: Provide pedestrian and vehicle safety, drainage, and neighborhood revitalization.

STATUS: Undergrounding is included at this time.

MAINT. IMPACT: Reduce pavement, shoulder, and drainage work.

COMMENT: State TIB grant for \$2.14M for roadway and drainage. See additional pages in Enterprise funds under 53rd Ave S Projects. Seattle City Light is now negotiating a 60/40 underground split and undergrounding costs have been added to project. Bond for \$2 million.

FINANCIAL (in \$000's)	Through 2015	Estimated 2016	2017	2018	2019	2020	2021	2022	BEYOND	TOTAL
EXPENSES										
Design	83	107	3							193
Land (R/W)	2	98								100
Const. Mgmt.			435	435						870
Construction			1,050	1,050						2,100
Undergrounding			1,125	1,125						2,250
TOTAL EXPENSES	85	205	2,613	2,610	0	0	0	0	0	5,513
FUND SOURCES										
Utilities W/S/SWM	25									25
Awarded TIB Grant			900	900		Remainder of grant in SWM				1,800
Seattle City Light			675	675						1,350
Bond			1,000	1,000						2,000
City Oper. Revenue	60	205	38	35	0	0	0	0	0	338
TOTAL SOURCES	85	205	2,613	2,610	0	0	0	0	0	5,513





TRANSPORTATION & INFRASTRUCTURE COMMITTEE

Meeting Minutes

September 10, 2018 – 5:30 p.m. – Hazelnut Conference Room, City Hall

Councilmembers: Thomas McLeod, Chair, De'Sean Quinn, Zak Idan

Staff: David Cline, Henry Hash, Hari Ponnekanti, Mike Perfetti, Ryan Larson, Laurel Humphrey, Cyndy Knighton, Gail Labanara, Derek Speck

CALL TO ORDER: Committee Chair McLeod called the meeting to order at 5:30 p.m.

I. PRESENTATIONS

II. BUSINESS AGENDA

A. Memorandum of Agreement: CenturyLink

Staff is seeking approval of a Memorandum of Agreement with CenturyLink to share the cost of undergrounding the CenturyLink Communications system as part of the 53rd Avenue South Project. Costs will be reimbursed to the City based on the components of the system installation and the total CenturyLink cost share is estimated to be \$91,535.22. Final costs will be based on final bid quantities installed and any approved changes. **UNANIMOUS APPROVAL. FORWARD TO SEPTEMBER 17, 2018 REGULAR CONSENT AGENDA.**

B. Resolution: Grant Application for Chinook Wind Project

Staff is seeking approval of a resolution that would authorize the submission of a grant fund request of \$314,400.00 to the State of Washington Recreation and Conservation Office (RCO) for the Chinook Wind Project. The Committee previously approved this in May, but the RCO requires an Application Authorization Form in the form of a city resolution. The proposed resolution also includes authorization of a parks acquisition grant, which is going through the Community Development and Neighborhoods Committee. The required 50% city match of \$157,200 will come from Surface Water funds or other grant sources. Councilmember Quinn requested the memo be updated with additional explanation of the project schedule in relationship to the state fiscal calendar, and that the Surface Water funds to be used as a City match do not impact the General Fund. **UNANIMOUS APPROVAL. FORWARD TO SEPTEMBER 17, 2018 REGULAR CONSENT AGENDA.**

