

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 16

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

RECITALS

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

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

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

AGREEMENT

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

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

2. Statement of Work

2.1. WSDOT shall agree:

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

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

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

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

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

3. Compensation

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

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

5. Affect on Other Provisions.

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

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

6. Counterparts.

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

7. Electronic Signatures

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

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

City of Tumwater

**Washington State
Department of Transportation**

Matthew Modarelli, CIO & Director
Technology Services Division

Date

Date