

INTERLOCAL AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Installation Requirements.**

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

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

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

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

4. Relocation Requirements.

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

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

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

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

5. Limitations of Use.

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

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

6. Maintenance and Repair.

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

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

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

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

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

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

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

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

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

9. **Liability.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Termination by the City:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

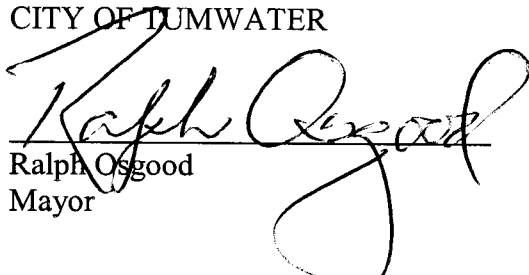
14. **Severability.** If any provision of this Agreement is held invalid by a federal or state court the remainder of this Agreement is not affected.

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

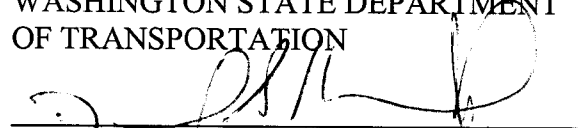
16. **Filing with Auditor.** Prior to its entry into force, this Agreement shall be approved by the City Council of Tumwater, and filed with the Thurston County Auditor.

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

CITY OF TUMWATER


Ralph Osgood
Mayor

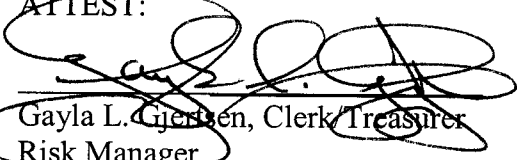
WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION


Signature

Printed Name: David S. Hammel

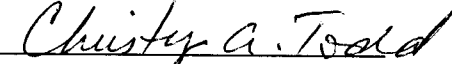
Title: Director of OIT

ATTEST:



Gayla L. Gjerdalen, Clerk/Treasurer
Risk Manager

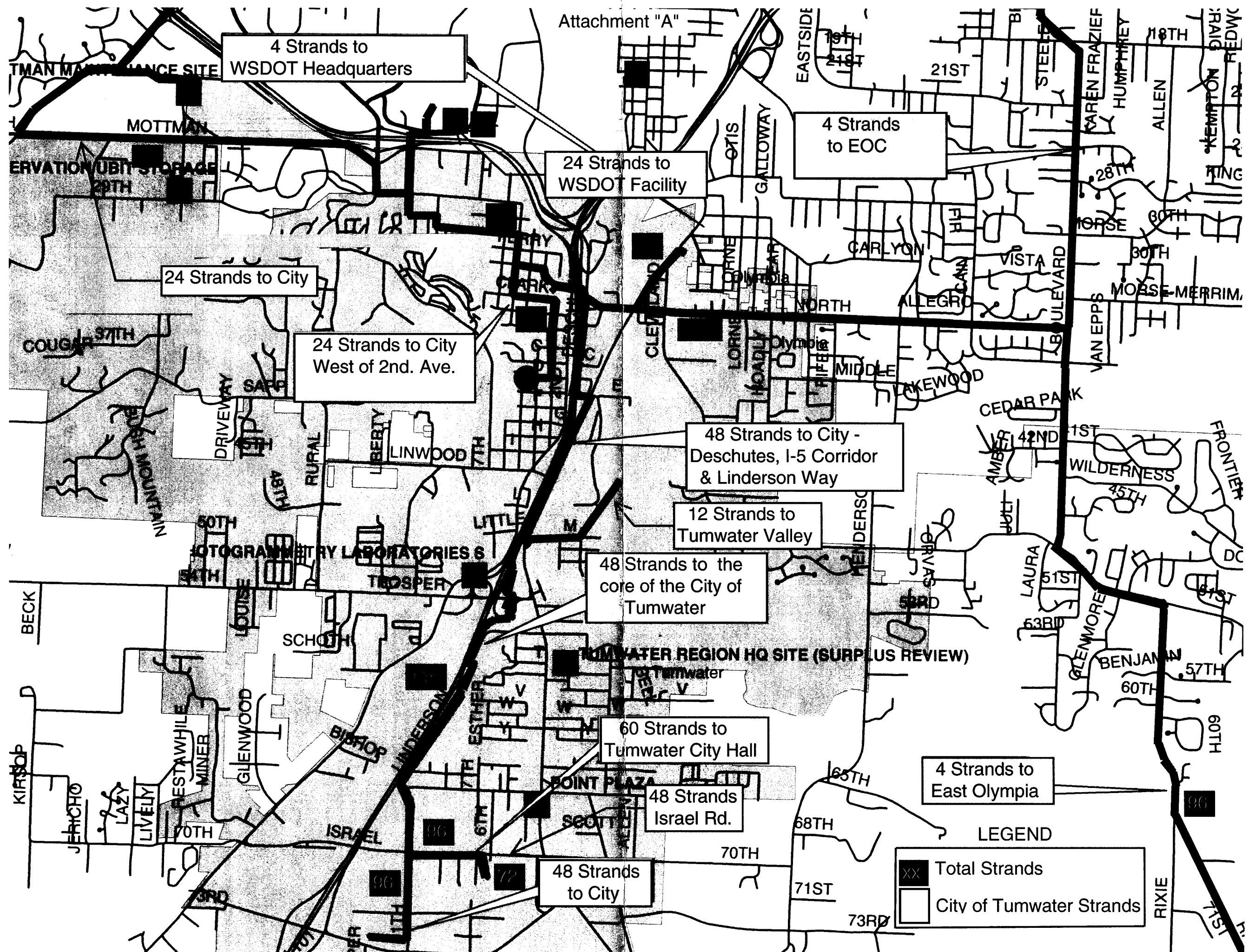
APPROVED AS TO FORM:



Christy A. Todd, City Attorney

THIS PAGE
INTENTIONALLY
LEFT BLANK

THIS PAGE
INTENTIONALLY
LEFT BLANK





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

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

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 2

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

This contract is amended as follows:

1. PURPOSE

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

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

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

2. COST

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

3. REIMBURSEMENT

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

4. PERIOD OF PERFORMANCE

This contract is in effect until July 11, 2025.

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

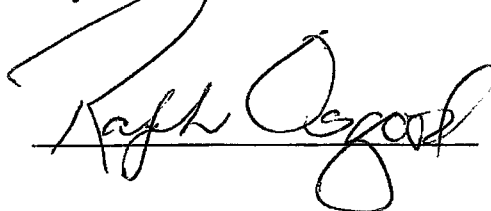
Washington State
Department of Transportation



Grant Rodeheaver, Acting Director
Office of Information Technology

5-16-07
Date

City of Tumwater



May 29, 2007
Date



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

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

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

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 4

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

This contract is amended as follows:

1. PURPOSE

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

2. STATEMENT OF WORK

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

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

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

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

3. COST

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

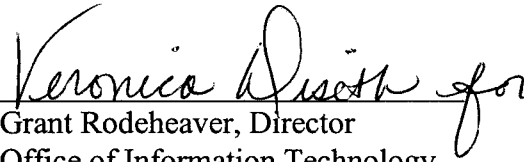
4. PERIOD OF PERFORMANCE

Work shall be completed by March 1, 2008.

This contract is in effect until July 11, 2025

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

Washington State
Department of Transportation




Grant Rodeheaver, Director
Office of Information Technology

1/16/2008

Date

City of Tumwater

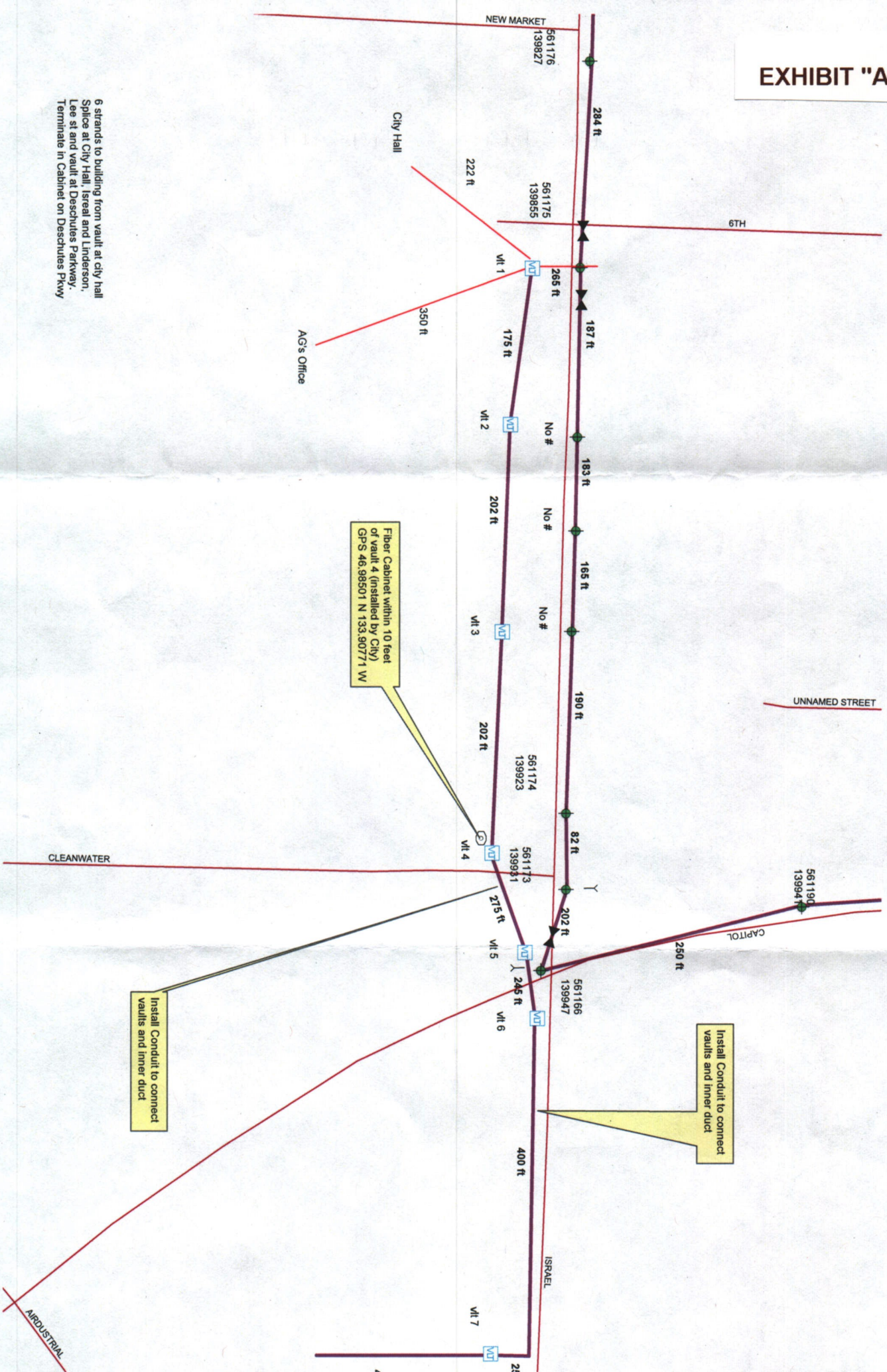


Ralph Osgood, Mayor

1/25/08

Date

EXHIBIT "A"



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

Install Conduit to connect
 vaults and inner duct

Install Conduit to connect
 vaults and inner duct

Fiber Cabinet within 10 feet
 of vault 4 (installed by City)
 GPS 46.98501 N 133.90771 W

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

EXHIBIT "B"

October 4, 2007

WSDOT Bid Proposal

Subject: Towne Center Bid Proposal-3

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



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

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

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

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 6

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

This contract is amended as follows:

1. PURPOSE

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

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

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

2. COST

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

3. REIMBURSEMENT

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

Amendment 6
DP01076
Page 2

4. PERIOD OF PERFORMANCE

This contract is in effect until July 11, 2025.

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

Washington State
Department of Transportation

Veronica Diseth

Grant Rodeheaver, Director
Office of Information Technology

8/4/08

Date

City of Tumwater

Ralph Osgood
Ralph Osgood, Mayor

8/7/08

Date

Contract No. DP00984

Washington State Department of Transportation

Amendment No. 23

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

1. PURPOSE

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

2. COST

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

3. PERIOD OF PERFORMANCE

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

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

**Washington State
Department of Transportation**

Wiseman Utilities, Inc.

Grant Rodeheaver, Director
Office of Information Technology

Kevin Wiseman

Date

Date

WISEMAN UTILITIES INC

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

DP01076 Amendment 6
Attachment A-2

PROPOSAL

JOB NAME: Deschutes Pkwy to TC Courthouse Tumwater #2

Scope of Work:

Footages:

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

Splicing / Panels:

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

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

Fiber footage total: 8637 feet

Subtotal	\$ 62,625.00
WSST 8.4%	<u>5,260.50</u>
Total	\$ 67,885.50



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

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

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

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 7

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

This contract is amended as follows

1 PURPOSE

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

2 COST

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

3 PERIOD OF PERFORMANCE

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

This contract is in effect until July 11, 2025

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

**Washington State
Department of Transportation**

Grant Rodeheaver, Director
Office of Information Technology

3-25-08

Date

City of Tumwater

Ralph Osgood, Mayor

April 8, 2008

Date



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

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

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

Contract No. DP00984

Washington State Department of Transportation

Amendment No. 25

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

1 PURPOSE

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

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

2. COST


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

3 PERIOD OF PERFORMANCE

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

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

Washington State
Department of Transportation



Grant Rodeheaver, Director
Office of Information Technology

Wiseman Utilities, Inc.

Kevin Wiseman

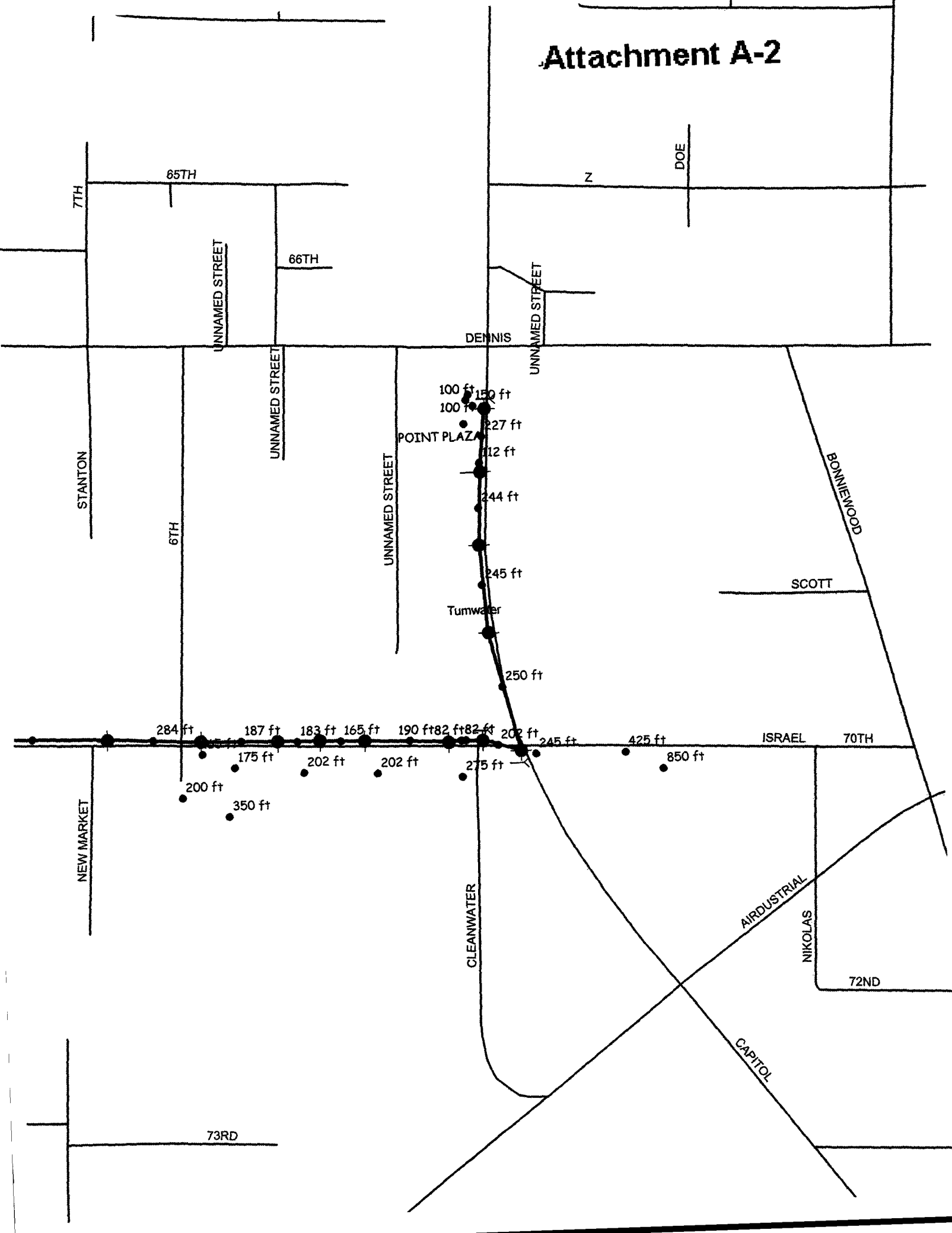
3-25-03

Date

DP00984

Date

Attachment A-2





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

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

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

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 8

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

This contract is amended as follows.

1 PURPOSE

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

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

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

2. COST

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


3 PERIOD OF PERFORMANCE

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

This contract is in effect until July 11, 2025

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

**Washington State
Department of Transportation**

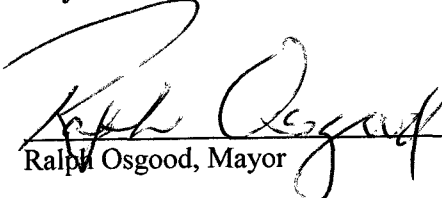


Grant Rodeheaver, Director
Office of Information Technology

6-12-08

Date

City of Tumwater



Ralph Osgood, Mayor

8/19/08

Date

DP01076 Amendment 8 Attachment A-1

Contract No. DP00984

Washington State Department of Transportation

Amendment No. 26

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

1 PURPOSE

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

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

2. COST

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

3 PERIOD OF PERFORMANCE

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

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

**Washington State
Department of Transportation**

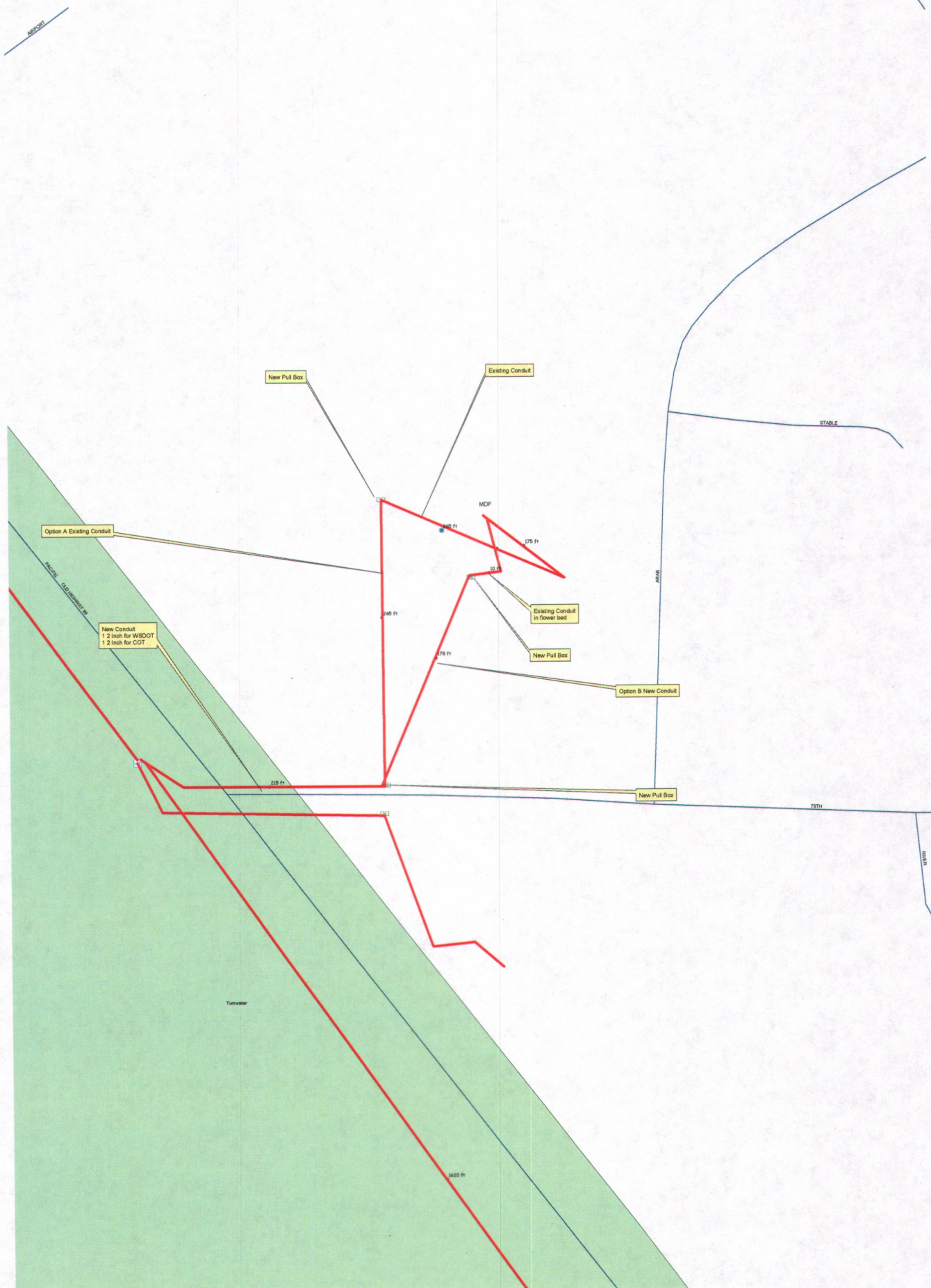
Wiseman Utilities, Inc.

Grant Rodeheaver, Director
Office of Information Technology

Kevin Wiseman

Date

Date





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

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

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

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 9

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

This contract is amended as follows

1 PURPOSE

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

2 COST

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

3 REIMBURSEMENT

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

4 PERIOD OF PERFORMANCE

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

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

**Washington State
Department of Transportation**

Bill Ford, Assistant Secretary
Administration

City of Tumwater

Ralph Osgood, Mayor

6-19-08
Date

6/5/08
Date

**DP01076 Amendment 9
Attachment A-1**

Contract No. DP00984

Washington State Department of Transportation

Amendment No. 16-2

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

This contract is amended as follows

1 PURPOSE

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

2. COST

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

3 PERIOD OF PERFORMANCE

This contract is in effect through February 28, 2009

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

**Washington State
Department of Transportation**

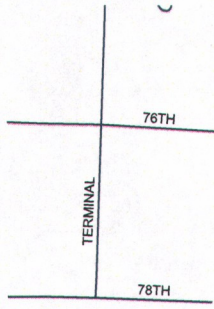
Wiseman Utilities, Inc.

Bill Ford, Assistant Secretary
Administration

Kevin Wiseman

Date

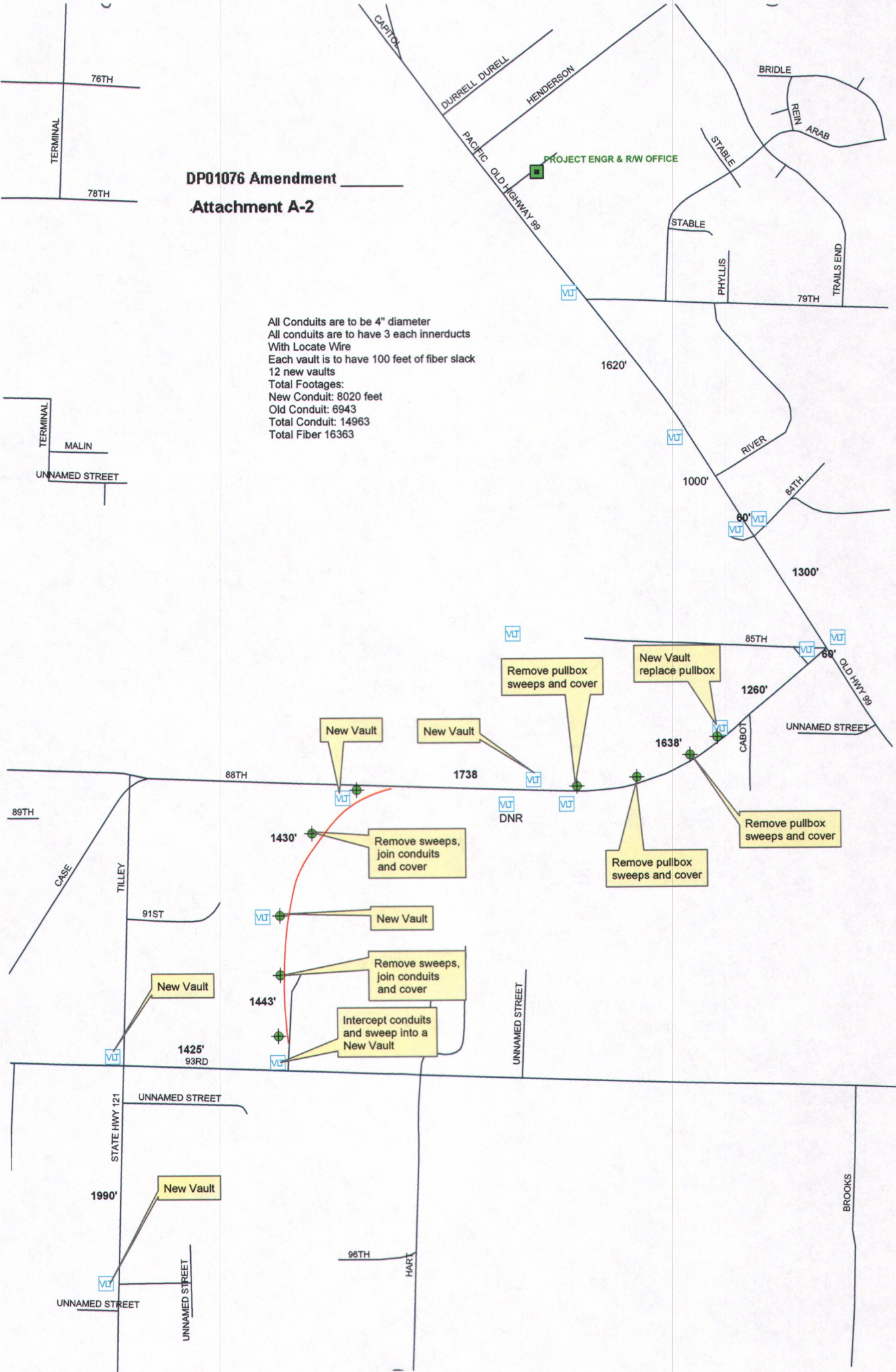
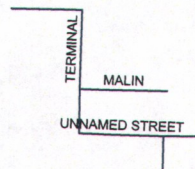
Date



DP01076 Amendment

Attachment A-2

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





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

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

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

June 23, 2008

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

RE WSDOT Contract No DP01076
Amendment 9

Dear Mr Scharber

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

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

Sincerely,

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

Jaylene Barry, Contracts Administrator
Administrative Services Contracts

Enclosures



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

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

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 10

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

RECITALS

- A. WHEREAS, WSDOT and City are parties to the Contract, which provides for the installation and maintenance of fiber optic cabling.
- B. WHEREAS, Pursuant to Section 7 "Optional Work" of the Contract, WSDOT and Vendor have negotiated to install, splice and terminate fiber optic cable at a new location.
- C. WSDOT and City desire to amend the Contract to add the additional work and to add additional terms and conditions in the Contract.

AGREEMENT

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

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

3. Statement of Work

3.1. The City shall agree:

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

3.2. WSDOT shall agree:

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

3.3. WSDOT and the City agree

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

4. Compensation

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

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

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

6. Affect on Other Provisions.

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

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

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

City of Tumwater

**Washington State
Department of Transportation**



Pete Kmet, Mayor

1/25/11

Date



Grant Rodeheaver, Director
Office of Information Technology

1/21/11

Date

Attachment A-1

Page 2



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

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

January 24, 2011

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

RE: WSDOT Contract No. DP01076
Amendment 10

Dear Mr. Scharber:

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

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

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

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

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

Sincerely,

Jaylene Barry, Contracts Administrator
Administrative Services Contracts

Enclosures

JB:jk



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

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

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 3

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

This contract is amended as follows:

1. PURPOSE

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

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

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

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

2. COST

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

3. REIMBURSEMENT

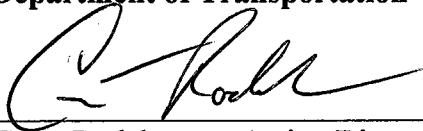
Reimbursement must be made to WSDOT within two weeks of receipt of invoice. If the invoice is received prior to June 30, 2007, reimbursement must be made before that date.

4. PERIOD OF PERFORMANCE

This contract is in effect until July 11, 2025.

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

Washington State
Department of Transportation



Grant Rodeheaver, Acting Director
Office of Information Technology

5-16-07
Date

City of Tumwater



1-20-11
Date



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

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

Contract No. DP00984

Washington State Department of Transportation

Amendment No. 16

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

This contract is amended as follows:

1. PURPOSE

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

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

2. COST

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

3. PERIOD OF PERFORMANCE

This contract is in effect through February 28, 2008.

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

**Washington State
Department of Transportation**

Wiseman Utilities, Inc.

Grant Rodeheaver, Acting Director
Office of Information Technology

Date

Date

Barry, Jaylene J.

Amend 16

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

Fyi

Todd

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

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

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

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

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

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

Distance is approx. 14,300 ft

Underground run from shop to Tilley intersection is 3035 ft.

3 vaults @ 3500 ea.

10,500.00

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

7588.00

Splicing 36 CT.

2485.00

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

22,838.00

Underground section is 11,250 ft.

8 vaults @ 3500 ea.

28,000.00

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

8,437.00

Labor to install fiber and innerducts @ 1.75 ft.

19,688.00

Sub total cost for this phase

99,536.00

Total adjusted cost

131,536.00



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

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

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 11

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

RECITALS

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

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

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

AGREEMENT

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

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

2. Statement of Work

2.1. The City shall agree:

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

2.2. WSDOT shall agree:

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

3. Compensation

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

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

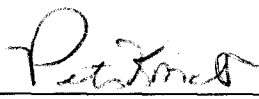
5. Affect on Other Provisions.

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

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

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

City of Tumwater




Pete Kmet, Mayor

1-26-12

Date

**Washington State
Department of Transportation**



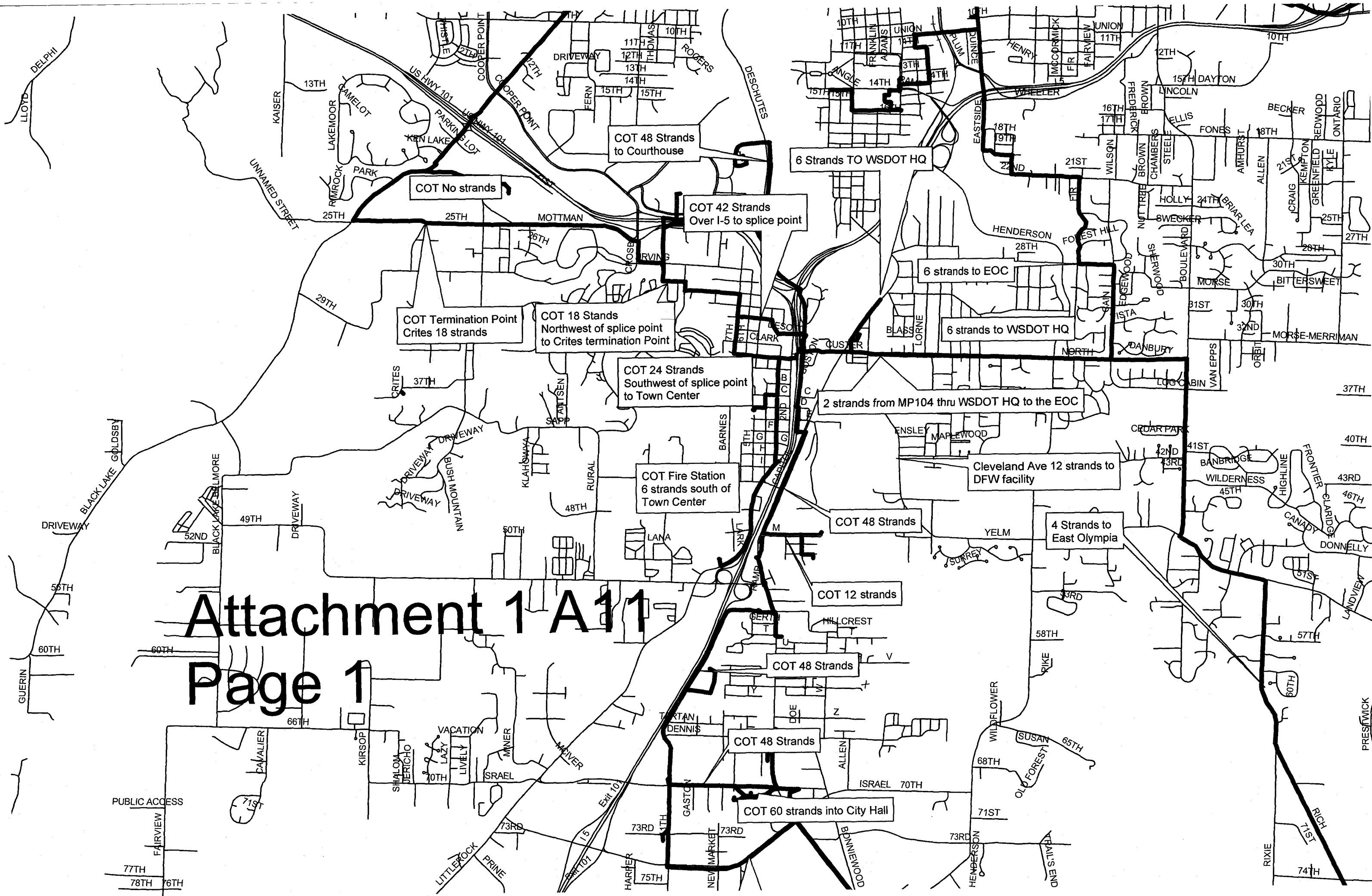
Grant Rodeheaver, Director
Office of Information Technology

1-12-12

Date

Attachment 1 A11

Page 1



COT 48 Strands
to Courthouse

6 Strands TO WSDOT HQ

COT No strands

COT 42 Strands
Over I-5 to splice point

6 strands to EOC

6 strands to WSDOT HQ

COT Termination Point
Crites 18 strands

COT 18 Strands
Northwest of splice point
to Crites termination Point

COT 24 Strands
Southwest of splice point
to Town Center

2 strands from MP104 thru WSDOT HQ to the EOC

COT Fire Station
6 strands south of
Town Center

Cleveland Ave 12 strands to
DFW facility

COT 48 Strands

4 Strands to
East Olympia

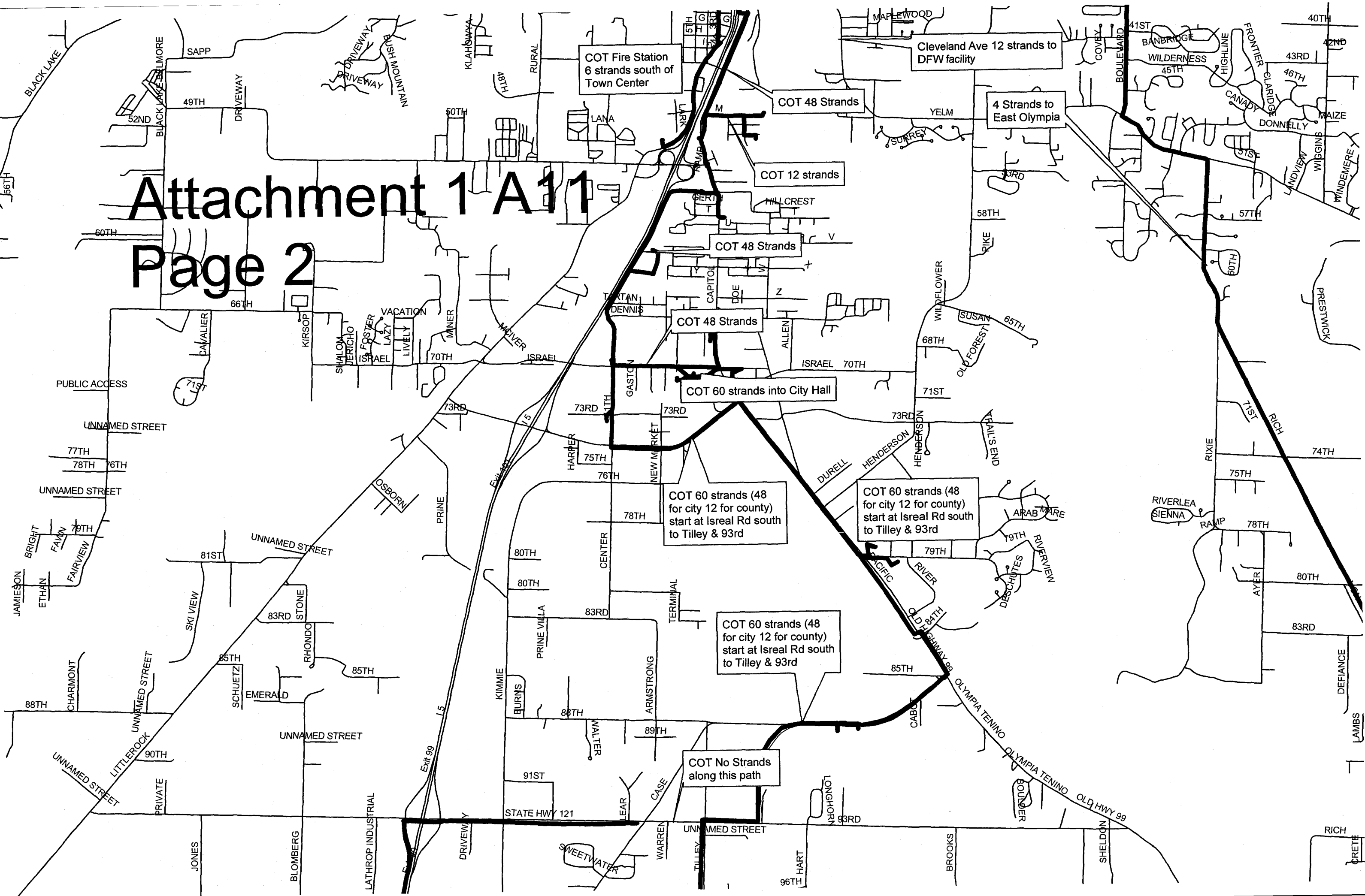
COT 12 strands

COT 48 Strands

COT 48 Strands

COT 60 strands into City Hall

Page 2





Contract No. DP01076

Washington State Department of Transportation

Amendment No. 12

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

RECITALS

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

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

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

AGREEMENT

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

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

3. Statement of Work

3.1. The City shall agree:

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

3.2. WSDOT shall agree:

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

4. Compensation

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

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

This contract is in effect until July 11, 2025.

6. Affect on Other Provisions.

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

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

City of Tumwater



Pete Kmet, Mayor

6/10/2013

Date

Washington State

Department of Transportation



Grant Rodeheaver, Director
Office of Information Technology

6/10/13

Date



Contract No. DP01076

Washington State Department of Transportation

Amendment No. 13

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

RECITALS

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

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

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

AGREEMENT

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

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

2. Statement of Work

2.1 City shall agree:

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

2.2 WSDOT shall agree:

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

4. Compensation

4.1 There will be no compensation in this amendment.

5. PERIOD OF PERFORMANCE

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

6. Affect on Other Provisions.


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

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

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


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

Washington State
Department of Transportation


Grant Rodeheaver, Director
Information Technology Division

11/4/15
Date

City of Tumwater

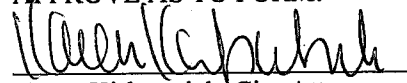

Pete Kmet, Mayor

11/6/15
Date

ATTEST:


Melody Valiant, City Clerk

APPROVE AS TO FORM:


Karen Kirkpatrick, City Attorney



WSDOT Conduit and Vault locations