



RESOLUTION NO. U-11274

1 A RESOLUTION related to a Construction Agreement between the Washington
 2 State Department of Transportation (WSDOT) and Tacoma Power
 3 Transmission & Distribution.

4 WHEREAS the City of Tacoma, Light Division (dba "Tacoma Power"),
 5 Transmission & Distribution Division, desires to enter a Construction Agreement
 6 ("Agreement") with the Washington State Department of Transportation
 7 ("WSDOT") for the work related to the SR 167 Completion Project Phase 1
 8 Stage 1a ("Project"), that relocates the 70th Avenue overpass of I-5, and

9 WHEREAS the Agreement reflects the work required of Tacoma Power
 10 to relocate and convert to underground existing overhead poles and lines,
 11 including work associated with Tacoma Power hybrid fiber-coax lines, and

12 WHEREAS the division of Project costs are addressed in the Letter of
 13 Understanding between WSDOT, City of Fife, and Tacoma Power, dated
 14 February 26, 2019, and

15 WHEREAS this Project is being completed in phases - Phase 1
 16 constructs an elevated roadway linking I-5 with SR 509; Stage 1a relocates the
 17 70th Avenue overpass of I-5 in preparation for Stage 1b, which constructs the
 18 new roadway, and

19 WHEREAS Phase 2 will link the current freeway terminus of SR 167 in
 20 the City of Puyallup to I-5 in the City of Fife, and

21 WHEREAS per the WSDOT SR 167 Completion Project website, some
 22 of the benefits of this Project include: freight connections; regional mobility;
 23 intelligent transportation; multimodal connections; environmental
 24 enhancements; and regional job and economic growth, and

25 WHEREAS Project costs related to Tacoma Power are: (1) Conversion
 26 of overhead lines located within the City of Fife right-of-way which will be



shared 50/50 per Tacoma Power's franchise with the City of Fife; and (2) Costs related to lines in WSDOT right-of-way which will be covered by Tacoma Power per conditions of WSDOT permits for existing lines, and

WHEREAS shared costs between the City of Fife and the City of Tacoma will be administered by WSDOT per a separate agreement with the City of Fife, thus the Construction Agreement is solely between WSDOT and Tacoma Power, and

WHEREAS the funds for Tacoma Power's costs will be covered by the T&D Roads Additions & Replacement Budget; Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the proposed Construction Agreement between the Washington State Department of Transportation and Tacoma Power, for work related to the SR 167 Completion Project Phase 1 Stage 1a, is hereby approved and the Director of Utilities is authorized to enter into said Agreement substantially in the same form as on file with the Clerk and as approved by the City Attorney.

Approved as to form:

/s/
Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____

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Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Joseph Rempe, PE
MEETING DATE: August 25, 2021
DATE: 8/4/2021

STRATEGIC DIRECTIVE ALIGNMENT (select as many that apply):

Please indicate which of the Public Utility Board's Strategic Directives is supported by this action.

- | | |
|---|---|
| <input type="checkbox"/> SD1 – Equity & Inclusion | <input type="checkbox"/> SD8 – Telecom |
| <input type="checkbox"/> SD2 – Financial Sustainability | <input checked="" type="checkbox"/> SD9 – Economic Development |
| <input type="checkbox"/> SD3 – Rates | <input checked="" type="checkbox"/> SD10 – Government Relations |
| <input type="checkbox"/> SD4 – Stakeholder Engagement | <input type="checkbox"/> SD11 – Decarbonization/Electric Vehicles |
| <input type="checkbox"/> SD5 – Environmental Leadership | <input type="checkbox"/> SD12 – Employee Relations |
| <input type="checkbox"/> SD6 – Innovation | <input type="checkbox"/> SD13 – Customer Service |
| <input type="checkbox"/> SD7 – Reliability & Resiliency | <input type="checkbox"/> SD14 – Resource Planning |

SUMMARY: Tacoma Power Transmission & Distribution is requesting that the Utility Board authorize entering into a Construction Agreement with the Washington State Department of Transportation (WSDOT) for the work related to the SR 167 Completion Project Phase 1 Stage 1a Project that relocates the 70th Ave overpass of I-5. The construction agreement reflects the work required of Tacoma Power to relocate and convert to underground existing overhead poles and lines. The agreement includes work associated with Tacoma Power hybrid fiber-coax lines.

Division of project costs are addressed in the Letter of Understanding executed between the WSDOT, City of Fife, and Tacoma Power dated February 26, 2019.

BACKGROUND: Tacoma Power T&D Engineering has been engaged with the WSDOT for many years concerning the SR 167 Completion Project. The project has been broken up into 2 phases of which Phase 1 constructs an elevated roadway linking I-5 with SR 509. Stage 1a relocates the 70th Ave overpass of I-5 in preparation for Stage 1b which constructs the new SR 167 roadway. Phase 2 will link the current freeway terminus of SR 167 in City of Puyallup to I-5 in the City of Fife.

Per the WSDOT SR167 Completion Project website the Project Benefits include:

- Freight connections
- Regional mobility
- Intelligent transportation
- Multimodal connections
- Environmental enhancements
- Regional job & economic growth



Board Action Memorandum

Project costs related to Tacoma Power facilities are addressed in 3 general forms:

- Conversion of overhead lines located within City of Fife right-of-way will be shared 50/50 per Tacoma Power's franchise with the City of Fife
- Costs related to lines in WSDOT right-of-way will be covered by Tacoma Power per conditions of WSDOT permits for existing lines, and
- WSDOT will cover costs for specific project-related needs such as:
 - Removal of temporary lines for WSDOT Project Engineering Office and numerous properties acquired for the project by WSDOT.
 - Replacement of distribution lines for City of Fife water well station and installation of conduit for the commissioning of a 2nd City of Fife well facility.
 - Construction and removal of temporary lines as needed by the project.

It should be noted that shared costs between the City of Fife and Tacoma Power will be administered by the WSDOT per separate agreement between the City of Fife and the WSDOT, which is why the Construction Agreement will be solely with the WSDOT.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

Tacoma Power Costs will be addressed within the T&D Roads Additions & Replacements Budget.

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS TO BE COVERED.

Explain how expenditures are to be covered and if budget modifications are required.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$500,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? Yes

ATTACHMENTS:

- Letter of Agreement between WSDOT, City of Fife, and Tacoma Power executed on February 26, 2019.
- WSDOT Construction Agreement for SR167 Phase 1 Stage 1a with Tacoma Power.

CONTACT:

Primary Contact: Joseph Rempe, P.E., Power Engineer IV, Transmission and Distribution Engineering

Supervisor's Name: Thad Glassy, P.E., Power Supervisor III

Presenter (if different from primary contact):

Additional staff requiring a Zoom presentation link: John Merrell, P.E., T&D Assistant Manager for Engineering.



**Washington State
Department of Transportation**

Puget Sound Gateway SR 509/SR 167
SR 509: 401 2nd Ave South, Ste. 300
Seattle, WA 98104
SR 167: 5720 Capitol Blvd SE
Tumwater, WA 98501
206-464-1220
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 13, 2019

Joseph Rempe, P.E., Principal Engineer, Transmission & Distribution
Tacoma Public Utilities
3628 South 35th St
Tacoma, WA 98409

Dear Mr. Rempe:

Attached you will find 2 final copies of the Letter of Understanding between City of Tacoma Public Utilities, City of Fife and WSDOT for SR 167 Completion Project, Phase 1 – Stage 1a; 70th Avenue East Vicinity Bridge Replacement Project.

Please contact me at (360) 357-2698 if you have any additional questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Courtney Soderquist".

Courtney Soderquist, P.E.
Project Engineer
SR 167 Completion Project

Letter of Understanding (LOU)
Between City of Tacoma Public Utilities, City of Fife, and WSDOT
SR 167 Completion Project, Phase 1 – Stage 1a
70th Avenue East Vicinity Bridge Replacement Project

This Letter of Understanding (LOU) is made and entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Fife, hereinafter the "CITY", and the City of Tacoma Public Utilities, Light Division, DBA Tacoma Power, hereinafter "TPU." Collectively referred to as "Parties" and individually as the "Party."

1. WSDOT is developing a project for the construction of a transportation facility within the corporate limits of the CITY, entitled "SR 167 70th Avenue East Vicinity Bridge Replacement Project" hereinafter the "Project."
2. Washington State Legislature approved funding for the Project. The Project may affect existing Public and Private Utility Facilities (Utility Facilities), resulting in the need to protect-in-place, adjust, abandon, remove, replace, reinstall, extend, and/or modify such Utility Facilities.
3. The CITY is a funding contributor to the Project.
4. The CITY and the STATE entered into an Inter Local Agreement for the transfer of funds and to document Project commitments between WSDOT and the CITY. The Inter Local Agreement is attached as Exhibit D.
5. WSDOT is in the process of writing criteria for the selection of a design-build contractor ("Design-Builder") to complete the design and construction of the Project.
6. TPU is a Public Utility that owns and operates electrical distribution and telecommunications facilities, within the proposed Project area along Pacific Highway East, 70th Avenue East and 20th Street East, on private property, and within the Interstate 5 corridor.
7. The Project improvements require TPU's Utility Facilities to be relocated and will include the conversion of existing overhead electrical distribution lines and telecommunications lines, to underground.
8. The CITY and TPU have entered into a franchise (Ordinance 1497-03) whereby the CITY and TPU will share in the cost of undergrounding utilities when the undergrounding is part of a Public Works project. The CITY intends to implement that franchise provision on this Project. WSDOT will act on behalf of the CITY in facilitating project management and funding.

9. The Parties acknowledge that the specific terms and conditions relating to any adjustment of Private Utility Facilities affected by the Project will be addressed directly between the Design-Builder and each Private Utility.

10. The anticipated Utility Facility adjustments are based upon the conceptual design of the Project. In the event the design concept is changed by WSDOT's Design-Builder, causing impacts to the Utility Facilities, a cooperative effort of the Parties shall be made to expedite design, facilitate construction, and accommodate the affected Utility Facilities.

11. In summary TPU, the CITY and WSDOT desire to document their understanding within this LOU to work cooperatively together for the success of the Project.

NOW, THEREFORE, TPU, the CITY and WSDOT do jointly and voluntarily agree to interact according to this LOU for the purpose of moving toward the successful completion of the Project.

1. PURPOSE OF LOU

1.1 The purpose of this LOU is to memorialize the understanding of TPU, the CITY, and WSDOT as to the scope of work and payment provisions of the Project involving the underground conversion of TPU Utility Facilities in conjunction with the Project. This LOU does not commit either party financially relative to the scope of the Project. Specific financial commitments and performance obligations shall be reflected by subsequent Project Agreements.

2. PROJECT AGREEMENTS

2.1 **Utility Engineering Design and Construction Agreement(s) – (WSDOT and TPU)** These Agreement(s) will address Project engineering, procurement, and construction tasks related to the relocation of TPU's electrical distribution facilities and telecommunications facilities located along SR 99, 70th Avenue East, within the Interstate 5 corridor, and on private property. The tasks to be addressed in this/these Agreement(s) are:

- Documents TPU's acknowledgement as to the scope and intent of the proposed Utility Facilities relocation.
- Provides for engineering design for utility relocations required by the Project.
- Provides provisions for WSDOT and TPU oversight during design and construction, as to TPU facilities.
- Establishes WSDOT and TPU involvement and role in required change orders during construction of the utilities.
- Incorporates by reference this LOU.

2.2 The Parties agree to work cooperatively and expeditiously to negotiate and execute these Agreement(s), as adequate information is available to complete them.

3. PROJECT REVIEWS AND CONCURRENCES

3.1 WSDOT will be requesting from the CITY and TPU the following Project reviews and written concurrences:

- TPU and CITY's review and concurrence of WSDOT's Project plans as it relates to utility relocations. (Submittal and concurrence timeline to be determined)
- TPU and CITY's review and concurrence of WSDOT's cost estimates as related to utility relocations.

4. CONSTRUCTION COST AND CONSIDERATIONS

4.1 Based on the conceptual plans prepared for the Project, TPU has prepared a working concept for relocation and conversion to underground of the electrical distribution and telecommunication lines that will be affected by the Project. These are attached to this LOU as Exhibit A. Exhibit A is intended as information that may be useful to the Parties in conceiving, discussing and designing ultimate utility plans. TPU, WSDOT and the CITY understand that the final design of the Project, as determined by the WSDOT's Design-Builder, may necessitate alterations of the designs for electrical distribution and telecommunication facilities.

4.2 Based on the working concept, preliminary cost estimates have been prepared by WSDOT for the associated civil elements of:

- Existing and Future CITY of Fife Right-of-Way – 70th Avenue East & SR 99
 - TPU utility relocations and conversion to underground, including but not limited to the procurement and installation of conduit and vaults, trench excavation, spoils removal, backfill, dewatering and shoring. It is understood that the trenching costs are prorated based on the number of utilities occupying a joint trench.
- 70th Avenue East Bridge within WSDOT Right-of-Way of Interstate 5
 - A preliminary cost estimate has been prepared by WSDOT for the associated civil elements for TPU facility connections to the 70th Avenue East Bridge, including but not limited to the procurement and installation of the conduit and conduit attachment system.
- WSDOT Project Engineer's Office (6610 16th Street East, Fife, WA 98424)

- A preliminary cost estimate has been prepared by WSDOT for the associated civil elements for the overhead to underground conversion of the electrical and telecommunications facilities serving the WSDOT Project Engineer's Office (6610 16th Street East, Fife, WA 98424) including but not limited to the procurement and installation of conduit and vaults, trench excavation, spoils removal, backfill, dewatering and shoring.

TPU, WSDOT and the CITY understand that the preliminary civil cost estimates are based on a conceptual design, and that the final costs will be determined based on final quantities and costs as reported by WSDOT and its Design/Builder. The preliminary civil cost estimates are attached to this LOU as Exhibit B.

4.3 Based on the working concept, a preliminary cost estimate has been prepared by TPU for the associated electrical & telecommunications elements of the TPU utility relocations, including but not limited to the installation of electrical primary and secondary cable, telecommunications cable, conductor terminations, pad mounted transformers, switchgear, telecommunications equipment, and removal of existing poles and wires. TPU, WSDOT and the CITY understand that the preliminary estimate is based on a conceptual design, and that a final TPU cost estimate will be prepared based on a final TPU relocation design, pending the state's Design Builder final design authorized by WSDOT and presented to TPU, and anticipated engineering costs. The preliminary TPU estimate is attached to this LOU as Exhibit C.

4.4 The preliminary cost estimates prepared by WSDOT and TPU will be utilized to establish a total preliminary estimated cost for the mitigation of all of the Project impacts to TPU owned electrical distribution and telecommunications components and also as a division of the cost responsibility for those costs, among TPU, WSDOT, and CITY, including but not limited to TPU's total relocation cost.

a. The CITY's share of costs for the relocating and conversion to underground of TPU facilities shall be credited to the CITY's \$800,000 match obligation for the 70th Avenue E/Interurban Trail Project pursuant to Puget Sound Gateway Program SR 167 and SR 509 Completion Projects Local Funding and Phasing Memorandum of Understanding ratified by the CITY on June 12, 2018.

4.5 State Route 99 (aka: SR, Pacific Highway East) - Pursuant to Ordinance 1497-03, the CITY and TPU will share 50% of all actual costs for the relocating and conversion to underground of TPU facilities within SR 99, at the following approximate location:

- a. SR 99 Milepost 0.83 to 1.06 (Project Station SR99 Line 132+00 to 155+00)
- b. WSDOT will obtain any additional right-of-way for the planned underground electrical distribution and telecommunications facilities on fee owned property adjacent to SR 99. WSDOT will also provide a new or amended franchise for TPU facilities.

4.6 70th Avenue East - Pursuant to Ordinance 1497-03, the CITY and TPU will share 50% of all actual costs for the relocating and conversion to underground of TPU facilities within 70th Avenue East, at the following approximate location:

- a. 70th Avenue East: 20th Street East to Interstate 5 (approximate Project Station 70thEx Line 16+00 to 29+20)
- b. 70th Avenue East: Interstate 5 to SR 99 (approximate Project Station 70thEx Line 33+45 to 37+00)

4.7 WSDOT Right-of-Way of Interstate 5 - Pursuant to WSDOT Franchise U99-17, TPU is responsible for 100% of the actual relocation costs of existing facilities located within the Interstate 5 right-of-way limits at the following approximate location:

- a. Interstate 5 – approximate Milepost 138.50 (Project Station I-5 Line 3685+80)

4.8 WSDOT Project Engineer's Office - It is acknowledged that WSDOT will be solely responsible for all costs for the conversion of overhead to underground utilities that serve the Fife Project Engineering Office. WSDOT owns all the property between SR 99 and the Engineering Office.

4.9 It is acknowledged that all Private Utility costs will be addressed in separate Relocation Agreements, as defined in the Design-Build Request For Proposal (RFP).

5. CONSTRUCTION RESPONSIBILITIES

5.1 WSDOT RESPONSIBILITIES VIA DESIGN-BUILDER:

- a. As noted in Section 4.2, provide and install the entire civil system including but not limited to the trench and backfill work, the procurement and placement of conduit and vaults, and conversion of all secondary services and all restoration, according to the plans and specifications (provided by TPU) to be included in WSDOT's Design-Build procurement documents.
- b. Provide and install bridge civil system including but not limited to conduits and conduit attachment system in accordance with the plans

and specifications prepared by WSDOT and reviewed and approved by TPU.

- c. The various components of the civil system provided by WSDOT shall function as a unified system per TPU design, and shall meet TPU's functional requirements as demonstrated by the passing of TPU's mandrel(s) per conduit end to end (vault to vault / pole).
- d. TPU plans and specifications shall only address restoration requirements necessary to protect TPU facilities. The CITY and/or WSDOT may specify additional restoration requirements to meet their needs. Restoration beyond that required by TPU shall be the WSDOT cost responsibility.
- e. WSDOT's Design-Builder shall be responsible for coordinating TPU's estimated construction schedule with other utilities and contractors to avoid scheduling conflicts, job site congestion and delays with TPU's construction responsibilities.
- f. WSDOT shall obtain commitment from all other utilities attached to TPU owned poles to assure that those utilities will work cooperatively with TPU.
- g. WSDOT shall coordinate the removal of all utility poles not owned by TPU.
- h. WSDOT's Design-Builder shall be responsible for coordinating traffic control for the work.
- i. WSDOT shall require its Design-Builder to name the CITY and TPU as additional insureds on the Design-Builder's Commercial General Liability policy with coverage primary and non-contributing to their respective insurance programs.

5.2 TPU RESPONSIBILITIES:

- a. Provide construction drawings and TPU construction standards to be included in WSDOT's Design-Build bid package, for use with TPU's scope of work only.
- b. Relocate existing overhead line to East side of 70th Avenue East between 20th Street East and I-5 prior to approach ramp construction.
- c. Provide and install all necessary primary & secondary electrical cable, cable terminations, pad mounted transformers, and switchgear; and telecommunication cable, splices, terminations, and equipment.
- d. Frame all terminal poles and complete the terminal pole risers.
- e. Provide and install all secondary cables from the transformer to the secondary service box and associated terminations.
- f. Remove all TPU owned assets attached to poles as well as remove the poles in the project area following: installation of the underground system, conversion of all customer electric services to underground, and removal of all other third party utility attachments from the poles.
- g. Provide a copy of the TPU construction plans to each third party utility currently attached to the TPU owned poles that are to be removed as a

result of the Project. TPU will work cooperatively with the other utilities converting overhead systems to underground.

- h. TPU shall provide an estimated construction time to perform its scope of work based on the TPU preliminary design. This information will be used by the STATE and Design-Builder for construction schedule development; however, the Design-Builder shall be made aware that any estimated construction time provided by TPU will be subject to factors reasonably beyond TPU's control, system emergencies, service priorities dictated by the Tacoma Municipal Code and any design changes.
- i. TPU's performance of these services is subject to the availability of work force, after fulfilling its obligations under the Tacoma Municipal Code to provide service to its customers.

6. PERMITS AND FRANCHISES

6.1 All utilities shall apply for necessary right-of-way permits or franchises for those Utilities Facilities located within WSDOT and CITY right-of-way. Utilities shall work with WSDOT and WSDOT's Design-Builder using the process for submittal, review and approval of permits or franchise amendments.

6.2 WSDOT will obtain all necessary environmental and development permits required for TPU within the Project.

7. LOU REPRESENTATIVES

7.1 The CITY, WSDOT and TPU have designated the following representatives for this LOU:

CITY:

Ken Gunther P.E.,
Public Works Director
5411 23rd Street East
Fife, WA 98424
(253) 922-2489
kgunther@cityoffife.org

WSDOT:

Steve Fuchs P.E.,
Project Manager
5720 Capitol Boulevard, Building 7
Tumwater, WA 98501
(360) 357-2623
fuchss@wsdot.wa.gov

TPU (Electrical):


Joseph Rempe P.E.,
Project Manager
3628 South 35th Street – ABS-MS
Tacoma, WA 98409
(253) 502-8290
jrempe@cityoftacoma.org

TPU (HFC/Click! Network):


Greg Netcher,
Project Engineer
3628 South 35th Street – ABS-GN
Tacoma, WA 98409
(253) 502-8868
gnetcher@cityoftacoma.org

IN WITNESS WHEREOF, the Parties hereto have agreed to this LOU as of the Party's date signed last below.

CITY OF FIFE


By: 
Russ Blount Hyun Kim
Acting City Manager
Date: 2/15/2019

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: 
Steve Roark, Assistant Region
Administrator for Project Development
Date: 2/26/2019

**CITY OF TACOMA
TACOMA PUBLIC UTILITIES**

By: 
Jackie Flowers
Director of Utilities
Date: _____

By: 
Chris Robinson
Power Superintendent

Date: 2/8/2019

APPROVED AS TO FORM:

By: 
Deputy City Attorney

Prepared by: G. Nelson
 Checked by: D. Babuca

EXHIBIT B

**SR 167
 70th Avenue East Vicinity
 Bridge Replacement
 Preliminary TPU Electrical and Data Civil Cost Analysis**

ITEM	UNIT	**ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	
TACOMA PUBLIC UTILITIES - ELECTRICAL					
1	2 1/2" DIAM. PVC (GREY) SCHEDULE 40 CONDUIT	L.F.	950	\$5.50	\$5,225.00
2	4" DIAM. PVC (GREY) SCHEDULE 40 CONDUIT	L.F.	5,400	\$8.00	\$43,200.00
3	6" DIAM. PVC (GREY) SCHEDULE 40 CONDUIT	L.F.	14,800	\$13.50	\$199,800.00
4	PRECAST CONCRETE VAULT #554 JUNCTION VAULT	EACH	3	\$6,000.00	\$18,000.00
5	PRECAST CONCRETE VAULT #687	EACH	6	\$9,000.00	\$54,000.00
6	TRENCH EXCAVATION, BACKFILL AND COMPACTION 2-FT WIDE FOR TPU (PRO-RATED FOR TPU)	L.F.	50.0	\$87.00	\$4,350.00
7	TRENCH EXCAVATION, BACKFILL AND COMPACTION 4-FT WIDE FOR TPU (PRO-RATED FOR TPU)	L.F.	825.0	\$159.00	\$131,175.00
TACOMA PUBLIC UTILITIES - CLICKI DATA					
8	4" DIAM. PVC (GREEN) SCHEDULE 40 CONDUIT	L.F.	4,400	\$8.00	\$35,200.00
9	TPU DATA VAULT 264TA	EACH	10	\$800.00	\$8,000.00
10	TPU DATA VAULT G2436-18	EACH	4	\$600.00	\$2,400.00
**NOTE: Quantities per preliminary design provided by TPU on 1/22/2019 See page 2 for pro-rated trench quantity calculations.					
TPU - DUCT AND VAULT SUBTOTAL				\$501,350.00	
Construction Mobilization (10%)				\$50,135.00	
SUBTOTAL 2				\$551,485.00	
DB Engineering and Quality (9%)				\$49,634	
DB Contract Administration (5%)				\$27,574	
DB Engineering Mobilization (10% DB Eng and Admin)				\$7,721	
SUBTOTAL 3				\$636,414	
Sales Tax - City of File (10.1%)				\$64,278	
CN Eng & Inspection (7%)				\$44,549	
Project Contingency (3%)				\$19,092	
TPU - DUCT AND VAULT TOTAL				\$764,333	

SR 99 - PRO-RATED TRENCHING QUANTITIES - 4' WIDE	L.F.	# UTIL IN TRENCH	TPU TOTAL	AMOUNT
TPU / COMCAST / CENTURYLINK / ZAYO	500	4	125.0	\$19,875
TPU / COMCAST / CENTURYLINK	500	3	166.7	\$26,500
		TOTAL	291.7	\$46,375

SR 99 - PRO-RATED TRENCHING QUANTITIES - 2' WIDE	L.F.	# UTIL IN TRENCH	TPU TOTAL	AMOUNT
TPU / CENTURYLINK	100	2	50.0	\$4,350
		TOTAL	50.0	\$4,350

70TH AVE E - PRO-RATED TRENCHING QUANTITIES - 4' WIDE	L.F.	# UTIL IN TRENCH	TPU TOTAL	AMOUNT
TPU / COMCAST / CENTURYLINK	1600	3	533.3	\$84,800
Note: This LF and costs do not include the 70th Ave bridge utility provisions, which are included in the bridge cost estimate and are 100% TPU cost responsibility.		TOTAL	533.3	\$84,800

TOTAL TPU PRO-RATED TRENCHING COST	\$135,525
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TRENCHING COST WORKSHEET (COST PER L.F.)	COST PER LF (4 FT)	COST PER LF (2 FT)
JOINT UTILITY TRENCH DEWATERING	\$5.00	\$5.00
SHORING OR EXTRA EXCAVATION CL B	\$6.00	\$6.00
JUT EXCAVATION INCL HAUL (\$70/CY)	\$50.00	\$26.00
FLOWABLE THERMAL BACKFILL (FTB) (\$190/CY) (TPU STD C-UG-2050)	\$76.00	\$38.00
CSBC FOR TRENCH BACKFILL (\$30/TON)	\$22.00	\$12.00
TOTAL COST PER LF	\$169.00	\$87.00

Prepared by: G. Nelson
 Checked by: D. Babuca

EXHIBIT B

**SR 167
 70th Avenue East Vicinity Bridge Replacement**

**Preliminary Cost Analysis
 TPU Electrical and Data Civil Improvements
 70th Ave. E. Bridge**

ITEM		UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	4" DIAM. PVC (GREY) SCHEDULE 40 CONDUIT FOR BRIDGE (DATA)	L.F.	1,300	\$15.00	\$19,500
2	6" DIAM. PVC (GREY) SCHEDULE 40 CONDUIT FOR BRIDGE (ELECTRICAL)	L.F.	2,600	\$20.00	\$52,000
3	CONDUIT HANGERS AND ATTACHMENTS	EACH	120	\$1,000.00	\$120,000
TPU - BRIDGE CIVIL SUBTOTAL					\$191,500
Construction Mobilization (10%)					\$19,150
SUBTOTAL 2					\$210,650
DB Engineering and Quality (9%)					\$18,959
DB Contract Administration (5%)					\$10,533
DB Engineering Mobilization (10% DB Eng and Admin)					\$2,949
SUBTOTAL 3					\$243,090
Sales Tax - City of Fife (10.1%)					\$24,552
CN Eng & Inspection (7%)					\$17,016
Project Contingency (3%)					\$7,293
TPU - BRIDGE CIVIL TOTAL					\$291,951

Prepared by: G. Nelson
 Checked by: D. Babuca

EXHIBIT B

SR 167
 70th Avenue East Vicinity
 Bridge Replacement

WSDOT Project Engineer's Office
 Preliminary Electrical and Data Overhead to Underground Conversion Cost Estimate

ITEM	UNIT	**ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	
TACOMA PUBLIC UTILITIES - ELECTRICAL					
1	WORK BY TPU : CONDUCTOR AND TRANSFORMER INSTALLATION AND WRECK OUT *	L.S.	1	\$108,000.00	\$108,000.00
2	MOBILIZATION	L.S.	1	\$20,000.00	\$20,000.00
3	4" DIAM. PVC (GREY) SCHEDULE 40 CONDUIT	L.F.	420	\$8.00	\$3,360.00
4	PRECAST CONCRETE VAULT #554 TRANSFORMER VAULT	EACH	1	\$6,000.00	\$6,000.00
5	SSB #233	EACH	1	\$2,500.00	\$2,500.00
6	SAWCUTTING, TRENCH EXCAVATION, BACKFILL AND COMPACTION 2-FT WIDE	L.F.	420	\$50.00	\$21,000.00
7	SERVICE CONVERSION AT BUILD ELECTRICAL PANEL	L.S.	1	\$10,000.00	\$10,000.00
8	PAVEMENT RESTORATION	S.Y.	100	\$40.00	\$4,000.00
TACOMA PUBLIC UTILITIES - CLICK! DATA					
9	4" DIAM. PVC (GREEN) SCHEDULE 40 CONDUIT	L.F.	420	\$8.00	\$3,360.00
10	TPU DATA VAULT 264TA	EACH	1	\$800.00	\$800.00
11	TPU DATA VAULT G2436-18	EACH	1	\$600.00	\$600.00
* Costs provided by TPU on 1/16/2019					
** Conduit and vault quantities provided by TPU on 1/22/19					
WSDOT PEO SUBTOTAL				\$179,620.00	
Construction Mobilization (10%)				\$17,962	
SUBTOTAL 2				\$197,582	
DB Engineering and Quality (9%)				\$17,782	
DB Contract Administration (5%)				\$9,879	
DB Engineering Mobilization (10% DB Eng and Admin)				\$2,766	
SUBTOTAL 3				\$228,010	
Sales Tax - City of Fife (10.1%)				\$23,029	
CN Eng & Inspection (7%)				\$15,961	
Project Contingency (3%)				\$6,840	
WSDOT PEO TOTAL				\$273,840	

EXHIBIT C

Gordon Nelson

From: Rempe, Joe <JREMPE@ci.tacoma.wa.us>
Sent: Wednesday, January 16, 2019 12:41 PM
To: Gordon Nelson
Cc: Glassy, Thad; Fauver, Jarrod; Netcher, Greg; Quinones, Kimberly; Fuchs, Steve (FuchsS@wsdot.wa.gov)
Subject: RE: SR167 Ext; PWR Costs

Gordon,

Tacoma Power has generated the following estimates related to the SR167 Phase 1 Stage 1a project for the realignment of the 70th Ave overpass of I-5.

The following assumptions are made:

- The design submitted by the WSDOT for Tacoma Power’s estimating purposes is considered as Conceptual and is subject to alterations by the selected design-build contractor
- WSDOT will include in their bid package civil construction elements such as the purchase and installation of conduit, pre-cast concrete vaults, and handholes per Tacoma Power design, specifications, and standards.
- Adequate access, work areas, and time on-site will be included within the contract schedule for Tacoma Power to complete its assigned work
- The estimates provided are subject to variations of + 60% / - 30% based on the conceptual level of design.
- The estimates include engineering, procurement, and construction costs for Tacoma Power.

For those areas of the project that are considered under the City of Fife Franchise our estimate is as follows:

Tacoma Power – Electrical	
Material	\$470,000
Equipment	\$ 24,000
Labor	\$447,000
Total	\$941,000
Tacoma Power – HFC/Data	
Material	\$ 37,000
Labor	\$ 30,000
Total	\$ 67,000

The crossing of I-5 on the new bridge our estimate is as follows

Tacoma Power – Electrical	
Material	\$115,000
Equipment	\$ 6,000
Labor	\$109,000
Total	\$230,000
Tacoma Power – HFC/Data	
Material	\$ 7,000
Labor	\$ 5,000
Total	\$ 12,000

Converting the Overhead system feeding the WSDOT offices in Fife to Underground (Fully funded by WSDOT):

Tacoma Power – Electrical	
---------------------------	--

Material	\$ 54,000
Equipment	\$ 3,000
Labor	\$ 51,000
Total	\$108,000

We look forward to continuing our work with the WSDOT and the City of Fife.

Take care,

Joseph Rempe, P.E.

Tacoma Power, Transmission & Distribution

Power Engineer IV – Line Engineering

3628 South 35th Street, ABS-MS

Tacoma, WA 98409-3192

253-502-8290 – Direct

253-307-2749 - Cell

**GCB 3123
INTERLOCAL AGREEMENT BETWEEN
WSDOT / City of Fife**

This INTERLOCAL AGREEMENT (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the City of Fife (CITY), individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

- A. Pursuant to Chapter 39.34 Revised Code of Washington (RCW), Interlocal Cooperation Act, the Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the Puget Sound Gateway Program (PROGRAM).
- B. In 2015 the Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package.
- C. The Legislature directed that \$130 million of the \$1.875 billion Program funding is to come through local funding sources.
- D. The north segment of the State Route (SR) 167 Completion Project (PROJECT), consisting of Stage 1a – SR 167 / 70th Avenue E. Vicinity Bridge Replacement and Stage 1b – SR 167 / I-5 to SR 509 portions of construction related to the CITY's contribution, is part of the PROGRAM and will construct the new highway segment from I-5 in Fife to SR 509 near the Port of Tacoma, including a new interchange at I-5, 54th Avenue, and SR 509 as shown on Exhibit B. This Agreement is for the Stage 1a – SR 167 / 70th Avenue E. Vicinity Bridge Replacement and Stage 1b – SR 167 / I-5 to SR 509 portion of construction for the PROJECT that completes the work stated above and also includes a new 70th Avenue overpass from 20th St. to SR 99 in Fife, widening of SR 99 as needed for the new intersection, and construction of a new Interurban Trailhead facility.
- E. The CITY has entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with WSDOT (Exhibit A), commencing on July 1, 2018, acknowledging that the CITY is one of eighteen (18) Local Agency Partners committed to provide matching funds/contributions commensurate with the benefits accrued from the PROJECT at a local level.
- F. The CITY is willing to contribute matching funds towards the required local contribution for the Stage 1a – SR 167 / 70th Avenue E. Vicinity Bridge Replacement and Stage 1b – SR 167 / I-5 to SR 509 portion of construction.
- G. The CITY acknowledges a separate Letter of Understanding will be executed with the CITY, Tacoma Public Utilities and the STATE to establish the scope of work and payment provisions for underground conversion of utility facilities in conjunction with the PROJECT.
- H. The City has requested WSDOT to include a new 12" waterline from 20th St. to SR 99 as part of the Stage 1a project. A separate Utility Construction Agreement has been developed to identify the roles & responsibilities for both entities with regards to administration, engineering, construction, inspection, acceptance, and payment.

NOW, THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A and B, and incorporated and made a part hereof, the Parties agree as follows:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

- 1.1 This Agreement quantifies the CITY's local contribution commitment to be applied towards the Stage 1a – SR 167 / 70th Avenue E. Vicinity Bridge Replacement and Stage 1b – SR 167 / I-5 to SR 509 portion of construction of the PROJECT component of the PROGRAM and defines the roles and responsibilities between the Parties for delivery of the PROJECT.
- 1.2 The PROJECT is described in Recital D above and shown in Exhibit B. This is the Stage 1a – SR 167 / 70th Avenue E. Vicinity Bridge Replacement and Stage 1b – SR 167 / I-5 to SR 509 portion of Stage 1 of the PROJECT.
- 1.3 This Agreement is effective upon the last date of execution of both Parties and will terminate upon the sooner of the PROJECT completion, or December 31, 2026, unless mutually extended by the Parties.
- 1.4 WSDOT shall provide CITY with written notice of commencement of the Stage 1a – SR 167 / 70th Avenue E. Vicinity Bridge Replacement and Stage 1b – SR 167 / I-5 to SR 509 portion of the PROJECT's construction at least thirty (30) days prior to the commencement date.
- 1.5 The City of Fife (City) has a \$5 million FMSIB grant titled "70th Avenue East Freight Bottleneck Relief Project", project id 95-0 (FMSIB Project) to relocate and widen the 70th Ave E bridge over I-5 to 4 lanes. The state legislature also provided \$1.2 million for a project titled "Interurban Trail and Trailhead Relocation", PIN #L1000196 (Trail Project) to relocate and rebuild the trailhead parking facility along with a 2,100-foot segment of trail that is in the vicinity of the new SR 167 freeway connection with I-5 in Fife. The City agrees to assign the above FMSIB grant and Trail earmark to WSDOT for its Stage 1a Project. WSDOT agrees to deliver the scope of the FMSIB and Trail Projects as part of its Stage 1a Project. The City will have no other responsibility to deliver these projects, except for processing City permits required by WSDOT's Stage 1a Project. WSDOT will be responsible for any other funding needed to deliver the FMSIB and Trail Projects. WSDOT agrees to use the FMSIB funds for construction only.

2. Payment

- 2.1 The CITY agrees to contribute local agency matching funds in two (2) equal payments each in the amount of Eight-hundred Thousand Dollars (\$800,000), for a total contribution amount of One Million Six-hundred Thousand Dollars (\$1,600,000) to WSDOT for Stage 1a – SR 167 / 70th Avenue E. Vicinity Bridge Replacement and Stage 1b - SR 167 / I-5 to SR 509 portion of construction of the PROJECT.

- 2.2 WSDOT will invoice CITY for Stage 1a – SR 167 / 70th Avenue E. Vicinity Bridge Replacement in one payment of Eight-hundred Thousand Dollars (\$800,000) on May 31, 2021. WSDOT will invoice CITY for Stage 1b – SR 167 / I-5 to SR 509 portion of construction in one payment of Eight-hundred Thousand Dollars (\$800,000) on May 31, 2025. The CITY will pay the invoice within thirty (30) days of receipt from WSDOT.
- 2.3 The CITY shall not be obligated to contribute local agency matching funds in excess of One Million Six-hundred Thousand Dollars (\$1,600,000) for the Stage 1a – SR 167 / 70th Avenue E. Vicinity Bridge Replacement and Stage 1b - SR 167 / I-5 to SR 509 portion of construction for the PROJECT. If WSDOT requests additional funds from the CITY in the future, a written amendment to this Agreement authorizing a contribution increase must be mutually agreed upon, and subject to CITY approval.

3. Contract Administration

- 3.1 The Parties do not by this Agreement create any separate legal or administrative entity. The Secretary of Transportation or his designee and the CITY Public Works Director, or his designee shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

4. Dispute Resolution

- 4.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for their own costs and fees.

5. Indemnification

- 5.1 To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the CITY will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the CITY, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the CITY's own negligence. WSDOT and the CITY agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial

insurance provisions of Title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

6. Venue

6.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

7. Contacts and Notices

7.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

CITY Project Manager shall be:

Ken Gunther, P.E.
Public Works Director
5411 23rd St. E.
Fife, WA 98424
Phone (253) 922-2489
Email: kgunther@cityoffife.org

WSDOT Project Manager shall be:

Steve Fuchs
PO Box 47440
Olympia, WA 98504-7440
Phone (360) 357-2623
Email: fuchss@wsdot.wa.gov

8. Amendment

8.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

9. Severability

9.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

10. No Third-Party Beneficiaries

10.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

11. Audits/Records:

11.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

12. CITY Signature Authority

12.1 The City of Fife Public Works Director was authorized to execute this agreement by Resolution No. 1864 adopted by City of Fife Council on the 26th day of February, 2019, at a regularly scheduled meeting.

13. Recording

13.1 The CITY will record a copy of this Agreement in the Office of the Pierce County Auditor as provided by law.

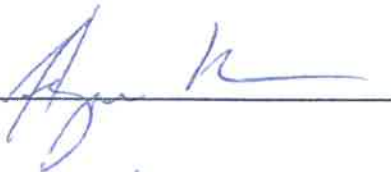
14. Working Days

14.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

City of Fife

Washington State
Department of Transportation

By 

By 

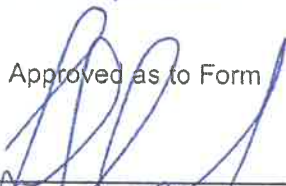
Date: 3/26/19

Date: 4/3/19

Approved as to Form

Approved as to Form

By 
city attorney

By 
Assistant Attorney General

Date: 3/28/19

Date: 4/16/2019

ATTACHMENT A
GCB 3123



**Washington State
Department 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 28, 2018

The Honorable Steve Hobbs
Chair
Senate Transportation Committee
P.O. Box 40444
Olympia, WA 98504-0444

The Honorable Judy Clibborn
Chair
House Transportation Committee
P.O. Box 40600
Olympia, WA 98504-0600

The Honorable Curtis King
Ranking Member
Senate Transportation Committee
P.O. Box 40414
Olympia, WA 98504-0414

The Honorable Mark Harmsworth
Ranking Member
House Transportation Committee
P.O. Box 40600
Olympia, WA 98504-0600

In the 2017 Legislative session, Engrossed Senate Bill 5096 Section 306(20)(b) directed WSDOT to develop a Memorandum of Understanding (MOU) to fund the \$130 million from local agency partners for the Puget Sound Gateway Program included in the 2015 Connecting Washington transportation revenue package. Engrossed Senate Bill 5096 stated that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

In October 2017, WSDOT began a stakeholder process to help establish the local contributions necessary to achieve the \$130 million in local funding. The resulting Funding and Phasing Subcommittee, made up of 18 affected jurisdictions, has met five times. From this group, a grant-focused strategy emerged as the most feasible way to fund the \$130 million. A key element of the grant-focused strategy was to identify smaller project elements within the Gateway Program that provide clear and measurable benefits to local jurisdictions, called "Local Nexus Projects." The Funding and Phasing Subcommittee met regularly to establish a process for determining benefits derived from the Local Nexus Projects, align on contributions, and develop the MOU.

Puget Sound Gateway Program Memorandum of Understanding
June 28, 2018
Page 2

All 18 jurisdictions have endorsed and signed the attached Local Funding MOU.

Additionally, WSDOT and our local agency partners have already submitted four grant applications this spring for the Local Nexus Projects. We submitted three applications with the Puget Sound Regional Council (PSRC) and one with the Freight Mobility Strategic Investment Board (FMSIB). We received the FMSIB grant and two PSRC grants, totaling \$13 million, which combined with local match funding, brings the local contribution amount to over \$26 million for this initial grant cycle.

If you have any questions or would like to meet for an update on the [Puget Sound Gateway Program](#), please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Millar". The signature is written in a cursive style with a large initial "R".

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

Puget Sound Gateway Program SR 167 and SR 509 Completion Projects

Local Funding and Phasing Memorandum of Understanding

1. Participating Parties

In addition to the Washington State Department of Transportation (WSDOT), the following Local Agency Partners constitute those parties currently participating in this Memorandum of Understanding pertaining to the local contribution requirement for the Puget Sound Gateway Program (Gateway Program):

- Port of Seattle
- Port of Tacoma
- King County
- Pierce County
- City of Algona
- City of Auburn
- City of Burien
- City of Des Moines
- City of Edgewood
- City of Federal Way
- City of Fife
- City of Kent
- City of Milton
- City of Pacific
- City of Puyallup
- City of SeaTac
- City of Sumner
- City of Tacoma

2. Background and Purpose of MOU

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Gateway Program through the Connecting Washington revenue package. The Gateway Program is comprised of two projects: the State Route 167 Completion Project and the State Route 509 Completion Project. These projects provide essential connections to the ports of Tacoma and Seattle and will help ensure that people and goods move more reliably through the Puget Sound region.

WSDOT is the lead project sponsor and is responsible for the planning, design and construction of the Gateway Program, as well as for its overall financial management. The program has been guided from its beginning by a Joint SR 167/SR 509 Executive Committee (Executive Committee), comprised of elected and appointed representatives of local jurisdictions served by the Gateway Program (Algona, Auburn, Burien, Des Moines, Edgewood, Federal Way, Fife, Kent, Milton, Pacific, Puyallup, SeaTac, Sumner, Tacoma, King County, Pierce County, Port of Seattle, and Port of Tacoma) as well as Federal Highway Administration, Washington State Transportation Commission, Washington State Department of Transportation, Puget Sound Regional Council, Sound Transit, Pierce Transit, and the Freight Mobility Strategic Investment Board.

Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local contributions, and potential federal and state grants. Total funding for the Gateway Program, from the 2015 Connecting Washington transportation funding package, is \$1.875 billion, which includes local contributions of \$130 million. The program has been funded over a 16-year

timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

In the 2017 Legislative session new language was enacted (Engrossed Senate Bill 5096 § 306(20)(b)) requiring development of a Memorandum of Understanding (MOU) between the Local Agency Partners and WSDOT. The legislature directed that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

To this end, the Executive Committee of the Gateway Program convened a Funding and Phasing Subcommittee (Subcommittee) to develop a MOU that summarizes their planned future commitments and planned timing of those commitments to contribute to the SR 167 and SR 509 projects.

The Subcommittee goals include:

- Support efforts to build the Gateway projects on or ahead of schedule
- Create successful local partnerships
- Obtain sufficient local funding to build the Puget Sound Gateway projects
- Time grant-funding projects to support the project delivery schedule

The construct of local funding participation, when authorized by the legislative bodies of the relevant agencies through a series of forthcoming interlocal agreements, is based on the following projections:

	SR 167	SR 509	TOTAL
Port contributions	\$30 million	\$30 million	\$60 million
Federal INFRA grant	\$10 million	\$10 million	\$20 million
Local agency partner match	\$10 million	\$10 million	\$20 million
Other Grants (PSRC, FMSIB, TIB)	\$20 million	\$10 million	\$30 million
Total	\$70 million	\$60 million	\$130 million

3. Local Funding Strategy

A key element of the local funding strategy is to identify projects within the Gateway Program that provide clear and measurable benefits to local jurisdictions. In the Gateway Program, these are called “Local Nexus Projects,” are designed to:

- Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
- Leverage the potential to access significant grant funding to support local funding assumptions

In support of the local funding strategy, Local Agency Partners shall:

- Participate, co-fund match, and submit grant applications with support from Subcommittee staff, as identified in Section 6 of this MOU
- Combine local monetary and in-kind contributions and project funds to ensure fully-funded applications, as identified in Section 6 of this MOU
- Support the grant effort and avoid competition with the local projects in the year of application

The following Local Nexus Projects have been identified within the north (SR 509) and south (SR 167) segments of the Gateway Program:

Gateway North (SR 509)	Gateway South (SR 167)
188 th South Ramps	Meridian West Ramps
SeaTac Access, with Ramps to 28 th /24 th Avenue South	54 th Avenue East Ramps
Veterans Drive Extension	Interurban Trail
Lake to Sound Trail	Valley Avenue West Ramps
	Port of Tacoma Access/SR 509 Spur
	70 th Avenue E Bridge Relocation

If Local Nexus, INFRA, and any other pending grant projects become fully funded, these projects will contribute substantially toward the Legislative requirement for local match. Funding commitments will be achieved via an interlocal agreement from each signing party up to the amounts presented in this MOU. Local Agency Partner signatories to this MOU understand that once the local contribution requirements set forth in ESB 5096 (\$130 million) is achieved, that Local Agency Partners will not be required to commit to additional funds beyond what is outlined in this MOU. If additional grant funding or additional funds from other sources are obtained that fulfill the \$130 million local contribution requirement, the Secretary of Transportation and the Executive Committee will review and determine to either reduce local agency partner match payments, or recommend expanding scope of the Gateway Program, and amend each signing party's interlocal agreement accordingly.

4. Local Participation Policy

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:

All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.

All Local Agency Partner signatories of this MOU expect to seek approval of interlocal agreements to contribute a match to be applied to Local Nexus Projects at a level that reflects their respective anticipated level of benefit, as identified in Section 6 of this MOU.

5. Benefit Assessment Methodology

The proposed financial participation by each partner is based on a general, qualitative assessment of the net benefits expected to be received by full completion of the Gateway Program. The assessment includes the following metrics, based on available project data and transportation modeling outputs:

- **Direct transportation linkages.** The location of direct access points for new limited access highways or other transportation infrastructure that benefits the community.
- **Effects on local sales taxes.** The impacts of the projects to sales tax receipts, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
- **Travel time savings.** Overall travel time savings for local car and truck traffic associated with the projects.
- **Traffic diversion from local streets.** The diversion of, or increase in, traffic on local arterials due to the project, with associated positive impacts to traffic safety and local road maintenance.
- **Effects on local employment.** The potential effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
- **Effects on developable residential lands.** The potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
- **Effects on developable employment lands.** The potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
- **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies.
- **Environmental and social benefits.** Environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration.

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.

6. Local Jurisdiction Anticipated Contributions to the Program

Based on results from the benefit assessment described in Section 5, contributions for each of the Local Agency Partners were determined by project stage in the tables below. Following execution of this MOU, interlocal agreements will be drafted for subsequent approval. Anticipated contributions only become binding commitments when embedded in interlocal agreements, and the conditions therein are approved by the proposed funding entity. Interlocal agreements between WSDOT and the respective Local Agency Partner must be in place for a project prior to issuance of the Request for Proposals (RFP) for any proposed construction contract. The interlocal agreements will become binding commitments, within the statutory authority of the Local Agency Partner, and will define the schedule of local match payments expected over the duration of each construction project stage.

WSDOT will exercise due diligence to develop and construct each project on schedule within the Gateway Program to the best of its abilities. Local Agency Partners will participate in project development reviews and project meetings in support of the Gateway Program.

If grant pursuits identified in the Stage 1 and Stage 2 tables below are not achieved sufficient to meet the \$130 million local contribution, additional grants will be pursued from the funding programs listed or from other funding programs that may become available over the life of the Gateway Program. If Local Nexus Projects go to construction without planned grants, the Local Agency Partner match funds will still be provided by agreement with WSDOT. If it is determined that a Local Nexus Project cannot be fully funded, WSDOT will review options with the Executive Committee. If an official decision is determined by the Executive Committee and the Secretary of Transportation that the Local Nexus Project is not to be included in a construction project, the Local Agency Partner match may be withdrawn.

Stage 1 Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
70 th Avenue E/Interurban Trail	\$32,245,600	FMSIB	\$5,000,000	Mar 2018	2019-2021	\$800,000 \$500,000 \$3,000,000	Fife Tacoma Port of Tacoma
		TIB	\$5,000,000	Aug 2018	2019-2021		
		State Capital & Transportation	\$1,400,000	Mar 2018	2019-2021		Fife
Veterans Drive/ SR516 Interchange	\$33,800,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,000,000	Kent
		TIB	\$5,000,000	Aug 2020	2021-2025	\$1,000,000	Kent
SeaTac Access	\$176,883,500	PSRC	\$4,500,000	Apr 2018	2021-2025	\$2,000,000 \$500,000	SeaTac (ROW in lieu) Des Moines

Port of Tacoma Access/509 Spur	\$323,042,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,500,000 \$3,000,000 \$800,000	Tacoma Port of Tacoma Fife
		FMSIB	\$5,000,000	Mar 2020	2021-2025		
All Gateway Program		INFRA	\$20,000,000*	Nov 2017	2019-2021		
SR 167 Stage 1		Port of Tacoma		Jan 2021	2021-2025	\$9,000,000	Port of Tacoma
SR 509 Stage 1		Port of Seattle		Jan 2021	2021-2025	\$15,000,000	Port of Seattle (expected in 2023-2025)
Total Stage 1			\$54,900,000			\$38,100,000	\$93,000,000

Stage 2 Future Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
Meridian Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Puyallup
Valley Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Pierce County
188 th Street Interchange Improvements		TBD	TBD	2023	2026-2030	TBD	SeaTac
SR 167 Stage 2		TBD	\$4,000,000	2022	2026-2030	\$500,000 \$500,000	Edgewood (ROW in lieu) Sumner
		Port of Tacoma		Jan 2026	2026-2030	\$15,000,000	Port of Tacoma
SR 509 Stage 2		TBD	\$4,000,000	2024	2026-2030		
		Port of Seattle		Jan 2026	2026-2030	\$15,000,000	Port of Seattle
Total Stage 2			\$14,000,000			\$35,000,000	\$49,000,000
Total Stages 1 & 2			\$68,900,000			\$73,100,000	\$142,000,000

* – If no INFRA, apply for FHWA BUILD grant for Port of Tacoma Access (SR 509 Spur)

TBD – grant funding program pursuit to be determined in future

7. Terms and Termination

7.1. Amendments

This MOU shall be periodically reviewed and evaluated regarding the need for modifications or amendments by mutual determination of WSDOT and Local Agency Partners. Amendments to the MOU shall be required if program funding assumptions need to be adjusted that affect the ability to construct the identified Local Nexus Projects or the ability to achieve the \$130 million local contribution. Such amendments shall only be binding if they are in writing and signed by authorized personnel from all of the Local Agency Partners. Except as set forth in an amendment, the MOU will be unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict

between an amendment and the MOU or any earlier amendment, the terms of the most recent amendment will prevail.

If there is a conflict between subsequent interlocal agreements and the MOU or any earlier amendments, the terms of the interlocal agreements will prevail.

Changes that do not affect the ability to construct the identified Local Nexus Project or achieve the \$130 million local contribution shall be addressed through the interlocal agreement between WSDOT and the relevant Local Agency Partner.

7.2. Dispute Resolution

Should any signatory to this MOU object at any time to any actions proposed or the manner in which the terms of this MOU are implemented, the Executive Committee shall hear the dispute first and if the disputant(s) is/are not satisfied with the Committee's proposed decision, the Committee will send to the Secretary of Transportation its proposed solution and all documentation relevant to the dispute. The Secretary of Transportation shall provide the Executive Committee with his/her advice on how to resolve the dispute within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Executive Committee shall prepare a written response that considers any timely advice or comments regarding the dispute from the Secretary of Transportation, signatories and other interested parties, and provide them with a copy of this written response. WSDOT will then proceed according to this final decision.

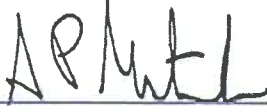
7.3 Conditions for Termination of Participation

Subject to legislative appropriation and all applicable laws, each signatory shall ensure that the Gateway Program is carried out in accordance with the terms of the MOU and subsequent interlocal agreements. A signatory may terminate its participation in this MOU if its terms cannot be met and by providing written notice to the Secretary of Transportation and the Executive Committee a minimum of 180 calendar days before a project issues an RFP that relies on that local agency partner funding. Prior to providing written notice terminating participation, however, the signatories shall consult with WSDOT to determine whether an amendment to the MOU might be feasible. If a signatory terminates its participation, WSDOT will then consult with the Executive Committee to determine if project scope elements need to be removed if contributions are not realized in accordance with this understanding.

8. Period of Agreement.

This MOU will commence on July 1, 2018 and will dissolve when the \$130 million of local contribution have been secured, or when the Local Nexus Projects have been constructed and are complete.

9. Signatories



Stephen P. Metruck
Executive Director
Port of Seattle

6/21/18

Date



John Wolfe
Chief Executive Officer
Port of Tacoma

5/30/18

Date



Dow Constantine
County Executive
King County

6/22/18

Date



Bruce Dammeier
County Executive
Pierce County

5/30/18

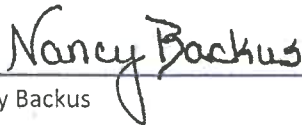
Date



David E. Hill
Mayor
City of Algona

6/25/18

Date



Nancy Backus
Mayor
City of Auburn

6/11/18


Date



Brian Wilson
City Manager
City of Burien

6/17/18


Date



Michael Matthias
City Manager
City of Des Moines

6/26/18


Date



Daryl Eiding
Mayor
City of Edgewood

6/13/18

Date



Jim Ferrell
Mayor
City of Federal Way

6/20/18

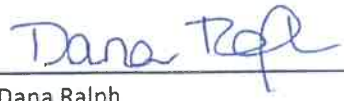
Date



Pat Hulcey
Councilmember
City of Fife

6/20/18


Date



Dana Ralph
Mayor
City of Kent

6/26/18

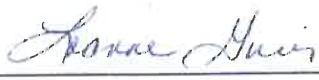
Date



Shanna Styron-Sherrell
Mayor
City of Milton

6/21/18


Date



Leanne Guier
Mayor
City of Pacific

6/21/18

Date



Kevin Yamamoto
City Manager
City of Puyallup

6/12/18

Date

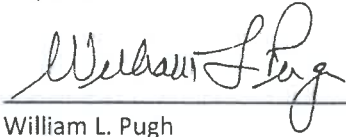
Appas Form:
Milly M. Scorcio, Seatac



Joseph Scorcio
City Manager
City of SeaTac

6/28/18

Date



William L. Pugh
Mayor
City of Sumner

6/8/18

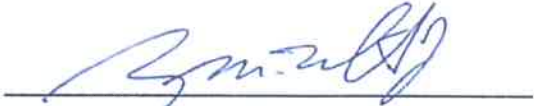
Date



Elizabeth A. Pauli
City Manager
City of Tacoma

6/27/18

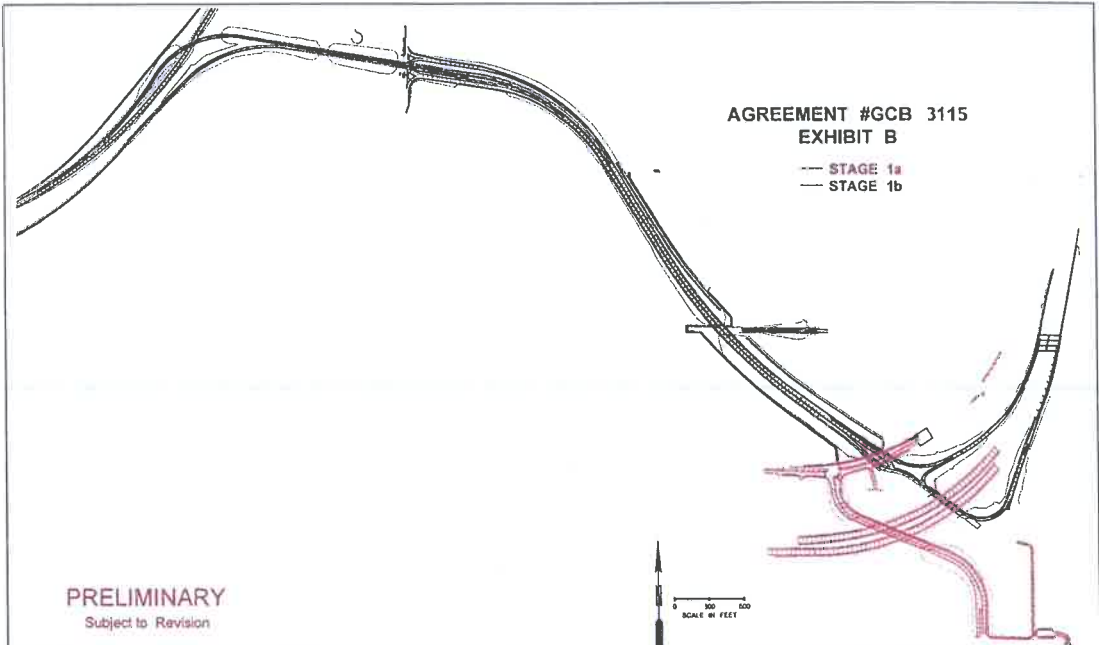
Date



Roger Millar
Secretary of Transportation
Washington State Department of Transportation

6/27/18

Date



**AGREEMENT #GCB 3115
EXHIBIT B**

--- STAGE 1a
— STAGE 1b

PRELIMINARY
Subject to Revision

FILE NAME C:\projects\puguet_gateway\SR167\SR167_001.dwg	DATE	12/11/2013	PROJECT NO.	SR 167	PROJECT TITLE	SR 167 COMPLETION	 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	PUGET SOUND GATEWAY SR 167 COMPLETION PHASE 1 PROPOSED CHANNELIZATION
	DESIGNED BY	B. SCHLECHTEN	CHECKED BY	B. SCHLECHTEN	DATE	12/11/2013		
PLANNED BY	W. WILSON	APPROVED BY	B. SCHLECHTEN	DATE	12/11/2013			
DESIGNED BY	B. SCHLECHTEN	APPROVED BY	B. SCHLECHTEN	DATE	12/11/2013			
CREATED BY	B. SCHLECHTEN	APPROVED BY	B. SCHLECHTEN	DATE	12/11/2013			
FILE NAME	B. SCHLECHTEN	APPROVED BY	B. SCHLECHTEN	DATE	12/11/2013			
REVISION		DATE	BY					



Utility Construction Agreement Work by WSDOT — Shared Cost			Utility Name & Address			
			Tacoma Public Utilities Power Division 3628 South 35th Street Tacoma, WA 98409-3192			
Agreement Number UT UTB 1448	Region Olympic	Control Section 2701	Project Title/Location			
State Route I-5		Mileposts From 138.35 to 138.53		SR 167 70th Ave. E. Vicinity Bridge Replacement Fife, WA		
Estimated Agreement Amount \$ 1,517,317	Advance Payment Amount \$ 120,110		State Share \$ 716,581	47.23 %	Utility Share \$ 800,736	52.77 %

This Utility Construction Agreement (Agreement) is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named *Utility*, hereinafter referred to individually as the "Party" and collectively as the "Parties."

Recitals

1. WSDOT is planning the construction or improvement of the State Route as shown above for the identified WSDOT Project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain Utility facilities (Work).
2. WSDOT is responsible for the cost of the Work affecting the Utility's facilities located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by WSDOT Project.
3. The Work shall be defined as all materials, equipment, labor, contract administration and any other effort required to perform the relocation, construction, and/or removal of the Utility's facilities.
4. The Work includes Betterments; Relocation of Facilities with Property Rights; Facilities without Property Rights; Installation of New Facilities; and/or Removal of Existing Facilities from WSDOT right of way.
5. The Utility is responsible for (1) the cost of the Work for Utility facilities located without a documented ownership of and/or interest in real property, such as being located pursuant to a franchise, a permit, or undocumented permission, (2) all betterments, and (3) new facilities.
6. It is deemed to be in the best public interest for WSDOT to include the Work in WSDOT's Project.

Now, Therefore, pursuant to RCW 47.01.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

It Is Mutually Agreed As Follows:

1. Plans, Specifications and Bids

- 1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.
- 1.2 Betterment: A betterment is any improvement to the Utility's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment

as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the Utility is solely responsible for the costs of such improvement.

- 1.3 Accrued Depreciation: Accrued depreciation may be applied to any of the Utility's major facilities, such as a building, pump station, power plant, etc. Accrued depreciation shall not apply to the Utility's primary facilities, such as pipelines, conductors, poles, cable, conduit, etc. If any Utility facility does qualify for an adjustment due to accrued depreciation as defined in Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the costs are calculated according to the formula in the Program Guide and the result is shown as a Utility cost in Exhibit B Cost Estimate.
- 1.4 WSDOT, acting on behalf of the Utility, agrees to perform the Utility facilities Work in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans, where either: (1) Utility supplied the Work plans and special provisions to WSDOT, or (2) WSDOT developed the Work plans and special provisions from Utility-provided information. WSDOT has incorporated the Plans and Special Provisions into WSDOT Project in accordance with Utility requirements. The Utility agrees that it is solely responsible for insuring that all Special Provisions, Plans and Utility standards are met and that it has supplied WSDOT with all applicable standards, codes, regulations, or any other requirements the Utility is obligated to meet, unless otherwise noted.
- 1.5 The Utility has reviewed and approved the Work Special Provisions and Plans that have been incorporated into WSDOT Project. WSDOT will advertise the Work and Project for bids. WSDOT will be the Utility's representative during the Ad and award period. When requested by WSDOT, the Utility shall timely assist WSDOT in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through WSDOT. If the Utility supplied the Work plans and special provisions, the Utility agrees to provide WSDOT with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 1.6 WSDOT will provide the Utility with written notification of the bid price on the day of bid opening for all Work items for which the Utility is responsible for the cost. The Utility shall respond in writing to WSDOT, stating its Acceptance or Rejection of the Work items, within two (2) working days.
- 1.7 Should the Utility reject the bid Work items for which it has cost responsibility:
 - 1.7.1 WSDOT shall delete said items from the Project. The Utility agrees to reimburse WSDOT for engineering costs and direct and related indirect costs incurred by WSDOT associated with deleting the bid Work items from the Project, including any redesign, reengineering or re-estimating, if necessary, to delete the Work items, and the Utility agrees to pay such costs upon receipt of a WSDOT invoice.
 - 1.7.2 The Utility agrees that should it reject the bid Work items for which it has cost responsibility, it shall continue to be obligated to timely relocate its facilities as required by WSDOT Project. The Utility further agrees that should its actions delay or otherwise damage WSDOT Project, it shall be liable for such costs.

2. Construction, Inspection, and Acceptance

- 2.1 WSDOT agrees to administer the Work on behalf of the Utility.
- 2.2 The Utility agrees to disconnect and/or reconnect its facilities as required by WSDOT when such disconnection or reconnection is required to be performed by the Utility. The Parties agree to define disconnect and/or reconnection requirements, including notification and response in Exhibit A. WSDOT agrees, as part of the Work, to remove disconnected and/or abandoned facilities at the cost of either WSDOT or Utility, whichever is responsible for such costs. Utility facilities not removed pursuant to this Agreement shall remain the ownership, operation and maintenance responsibility of the Utility.

- 2.3 Salvage: All materials removed by WSDOT shall be reclaimed or disposed of by WSDOT and shall become the property of WSDOT. If the Utility desires to retain such materials and WSDOT agrees, the value of salvaged materials will be paid to WSDOT in an amount not less than that required by the *Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects*.
- 2.4 The Utility may furnish an inspector for the Work. The Utility agrees that it is solely responsible for all such inspection costs. The Utility's inspector shall not directly contact WSDOT's contractor. All contact between the Utility's inspector and WSDOT's contractor shall be through WSDOT's representatives. WSDOT's Project Construction Engineer may require the removal and/or replacement of the Utility's inspector if the inspector interferes with WSDOT's Project, WSDOT's contractor and/or the Work.
- 2.5 WSDOT shall promptly notify the Utility in writing when the Work is completed.
- 2.6 The Utility shall, within Thirty (30) working days of being notified that the Work is completed: (a) deliver a letter of acceptance to WSDOT which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the Work and WSDOT's administration thereof, or (b) deliver to WSDOT written reasons why the Work does not comply with the previously approved Plans and Special Provisions.
- 2.7 If the Utility does not respond within Thirty (30) working days as provided in section 2.6, the Work and WSDOT's administration thereof will be deemed accepted by the Utility, and WSDOT shall be released from all future claims and demands.
- 2.8 Upon completion and acceptance of the Work pursuant to Sections 2.6 or 2.7, the Utility agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without WSDOT liability or expense.
- 2.9 WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual. WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard WSDOT practice, as directed by WSDOT's Construction Manual. Once the Utility has accepted the Work per Section 2.6 or 2.7, WSDOT upon request by the Utility will provide one reproducible set of contract as-builts to the Utility, and the Utility agrees to pay the cost of reproduction upon receipt of a WSDOT invoice.

3. Payment

- 3.1 The Utility agrees that it shall be responsible for the actual direct and related indirect costs, including mobilization, construction engineering, contract administration and overhead costs, associated with the Work for (1) new Utility facilities, (2) betterments, and/or (3) Work where the Utility does not have a documented ownership of and/or interest in real property, such as an easement, fee title, or a court finding of prescriptive right for its facilities. The cost of this Work is estimated to be Eight Hundred Thousand, Seven Hundred Thirty Six Dollars (\$ 800,736). An itemized estimate of Utility-responsible costs for Work to be performed by WSDOT on behalf of the Utility is included in Exhibit B, Cost Estimate.
- 3.2 WSDOT agrees that it shall be responsible for all Work costs where the Utility does have a documented ownership of and/or interest in real property, such as an easement, fee title, or a court finding of prescriptive right for its facilities. Exhibit B contains an itemized estimate of WSDOT-responsible costs for Work to be performed by WSDOT on behalf of the Utility.
- 3.3 The Utility agrees to pay WSDOT the "Advance Payment Amount" Stated above within twenty (20) days after WSDOT submits its first partial payment request to the Utility. The advance payment represents fifteen (15) percent of the estimate of cost for which the Utility is responsible. The advance payment will be carried throughout the life of the Work with final adjustment made in the final invoice.

- 3.4 The Parties acknowledge and agree that WSDOT does not have the legal authority to advance WSDOT funds for the Utility's cost portion of the Work under this Agreement. Should the Utility fail to make payment according to the terms of this Agreement, WSDOT shall have the right to terminate this Agreement, charging the Utility for all associated costs of termination, including non-cancellable items, as well as associated Project delay and contractor claims. Such termination shall not relieve the Utility's obligation to timely relocate its facilities as provided under section 1.7.2.
- 3.5 The Utility, in consideration of the faithful performance of the Work to be done by WSDOT, agrees to pay WSDOT for the actual direct and related indirect cost of all Work for which the Utility is responsible, including mobilization, construction engineering, contract administration and overhead costs. WSDOT shall invoice the Utility and provide supporting documentation therefore, and the Utility agrees to pay WSDOT within thirty (30) days of receipt of an invoice. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final payment, the Parties will resolve any discrepancies.

4. Change in Work or Cost Increase

- 4.1 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work for which the Utility is responsible, above the Exhibit B, Cost Estimate (including sales tax, engineering, and contingencies) by more than Ten (10) percent, the Parties agree to modify Exhibit B to include such cost increase.
- 4.2 If WSDOT determines that additional Work or a change in the Work is required, prior written approval must be secured from the Utility; however, where the change is required to mitigate a Project emergency or safety threat to the traveling public, WSDOT will direct the change without the Utility's prior approval. WSDOT will notify the Utility of such change as soon as possible thereafter. The Utility agrees to respond to all WSDOT change order requests in writing and within the time limits identified in Exhibit A. The UTILITY agrees to pay all change order Work costs for which it is responsible, as well as the costs of Project or Work delays and/or subsequent contractor claims associated with the Utility's failure to timely respond as required.
- 4.3 The Utility may request additions to the Work through WSDOT in writing. WSDOT will implement the requested changes as elective changes, provided that a change does not negatively impact WSDOT's transportation system and complies with the Standard Specifications, Project permits, State and/or federal law, applicable rules and/or regulations, and/or State design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.4 All elective changes to the Work shall be approved in writing by the Utility before WSDOT directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The Utility agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 3.
- 4.5 WSDOT will make available to the Utility all change order documentation related to the Work.

5. Franchise, Permit or Easement

- 5.1 Upon completion of the Work covered under this Agreement, the Utility agrees to prepare, execute and deliver to WSDOT a quitclaim deed for all existing easements, fee title, or court finding of prescriptive right, which will be vacated as a result of the relocation of Utility facilities.
- 5.2 In exchange for the quit claim deed, WSDOT agrees to grant or issue the Utility an easement, permit, or franchise, as defined in Exhibit A, for those Utility facilities which will remain on or which cross WSDOT's right-of-way and for which the Utility had an easement, fee title or court finding of prescriptive right. A legal description of and use conditions for an easement to be granted encumbering State right of way shall be included in Exhibit A.

5.3 The Utility shall apply for a permit, franchise or an amendment to its current franchise or permit for those new or modified Utility facilities that will be located within the State's right of way. After receiving the application, WSDOT will issue the Utility a permit or a new or amended franchise.

6. Right of Entry

- 6.1 The Utility hereby grants to WSDOT a right of entry onto all lands in which it has an interest for construction of the Work as defined in Exhibits A and C. Upon completion and acceptance of the Work, this right of entry shall terminate, except as otherwise provided in Section 5.
- 6.2 The Utility agrees to arrange for rights of entry upon all privately owned lands upon which the Utility has an easement, documented property interest, or permit that are necessary to perform the Work. The Utility also agrees to obtain all necessary permissions for WSDOT to perform the Work on such lands, which may include reasonable use restrictions on those lands. The Utility agrees to provide the rights of entry and applicable permissions to WSDOT within Sixty (60) days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate, except as otherwise provided in Section 5.

7. General Provisions

- 7.1 Indemnification: To the extent authorized by law, the Utility and WSDOT shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement; provided however, that if such claims are caused by or result from the concurrent negligence of (a) the Utility and (b) WSDOT, their employees, and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Utility or WSDOT, and provided further, that nothing herein shall require the Utility or WSDOT to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.
- 7.2 Disputes: If a dispute occurs between the Utility and WSDOT at any time during the performance of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share in the cost of a mediator or arbiter.
- 7.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Parties agree that each shall be responsible for its own attorney's fees and costs.
- 7.4 Termination:
- 7.4.1 Unless otherwise provided herein, the Utility may terminate this Agreement upon thirty (30) calendar days' written notice to WSDOT. If this Agreement is terminated by the Utility prior to the fulfillment of the terms Stated herein, the Utility shall reimburse WSDOT for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred up to the date of termination associated with the Utility Work, as well as the cost of non-cancelable obligations, including any redesign, reengineering or re-estimating, if necessary, to delete the Work, and contractor claims, if any,

payment in accordance with Section 3. Further, the Utility acknowledges and agrees that should it terminate this Agreement, such termination shall not relieve the Utility from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with WSDOT's Project. WSDOT agrees to provide to the Utility all Work-related documents upon final payment by the Utility.

7.4.2 Unless otherwise provided herein, WSDOT may terminate this Agreement upon thirty (30) calendar days' written notice to the Utility. Should WSDOT terminate this Agreement, the Utility shall reimburse WSDOT for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred by WSDOT up to the date of termination associated with the Utility Work. The Utility acknowledges and agrees that should WSDOT terminate this Agreement, such termination shall not relieve the Utility from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with WSDOT's Project. WSDOT agrees to provide to the Utility all Work-related documents upon final payment by the Utility.

7.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.

7.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.

7.7 Audit and Records: During the progress of the Work and for a period of not less than six (6) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the other Party, State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

7.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day and year last written below.

Utility	Washington State Department of Transportation
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____

**UTB 1448
EXHIBIT A
Special Provisions**

RECITALS

WSDOT, Tacoma Public Utilities (TPU) and the City of Fife entered into a Letter of Understanding (LOU) executed and commencing on February 26, 2019 that established the scope of work and payment provisions of the Project involving the underground conversion of TPU Utility Facilities in conjunction with the Project. The LOU and all amendments are incorporated and made a part of this Utility Construction Agreement.

WSDOT and TPU entered into a Utility Preliminary Engineering Agreement (PEA) executed and commencing on March 10, 2020 that established the scope of work and reimbursement provisions for Preliminary Engineering performed by TPU for the Project.

SCOPE OF WORK

The Work proposed in this agreement is for the construction of electrical and communication facilities along with associated appurtenances to be performed during construction of the SR 167 70th Ave. E. Vicinity Bridge Replacement Project as described herein.

WORK TO BE PERFORMED BY THE UTILITY

Exhibit C, Sheets 1 through 7

1. TPU will furnish all labor, materials, and equipment for installation of the permanent and temporary electrical and communications primary and secondary electrical cable, cable terminations, pad mounted transformers, and switchgear; and telecommunication cable, splices, terminations, and equipment in accordance with the Plans attached as Exhibit D.
2. TPU to provide engineering support to review and confirm design changes and Requests for Information.
3. TPU shall provide a construction inspector to:
 - a) Monitor the Work.
 - b) Provide on-site support to WSDOT's Design-Builder regarding interpretations of Utility standards and design.
 - c) Witness and confirm the proofing of the civil system.
4. TPU to provide and install all secondary cables from the transformer to the secondary service box and associated terminations.
5. TPU to remove all TPU owned assets attached to poles as well as remove the poles in the project area following the installation of the underground system, conversion of all customer electric services to underground.
6. TPU's performance of these services is subject to the availability of work force, after fulfilling its obligations under the Tacoma Municipal Code to provide service to its customers.

7. TPU will furnish all labor, materials, and equipment for installation of the permanent and temporary electrical and communications facilities in accordance with the Plans attached as Exhibit D. The materials & equipment to be provided will be as noted below, however not limited to:
 - a. Electrical - Utility
 - primary (15kV) conductors, terminations, connectors, and junctions
 - secondary (600V) electrical cable & connectors;
 - Pad-mount transformers, & 15kV switchgear
 - b. Telecommunications - Utility
 - Cable/Fiber, Splices, terminations
 - Equipment

8. TPWR's performance of these services is subject to the availability of work force after fulfilling its obligations under the Tacoma Municipal Code to provide and maintain service to its customers.

9. Utility Scope of Work Summary:

LOU Section	Description of work	Current Status
4.5	State Route 99 (aka: SR 99, Pacific Highway East) This scope of work was removed from the original LOU per Amendment #1.	
4.6	70 th Avenue East - Pursuant to Ordinance 1497-03, the CITY and TPU will share 50% of all actual costs for the relocating and conversion to underground of TPU facilities within 70 th Avenue East, at the following approximate location: a. 70 th Avenue East: 20 th Street East to Interstate 5 70 th Avenue East: Interstate 5 to SR 99	
	1. Pulling, terminating, and energizing of underground power and communication cables, installation of transformers, switchgear, and equipment utilizing the conduit and vault system installed by the Design-Builder, for a new crossing of I-5 utilizing the newly constructed 70 th Ave Overpass. –	Pending completion and approval of conduit & vault system
4.7	WSDOT Right-of-Way of Interstate 5 - Pursuant to WSDOT Franchise U99-17, TPU is responsible for 100% of the actual relocation costs of existing facilities located within the Interstate 5 right-of-way limits at the following approximate location: Interstate 5 – approximately Milepost 138.50	
	1. Relocating poles and lines, South of I-5, along 70 th Ave to accommodate the initial project civil construction activities	Complete
	2. Pulling, terminating, and energizing of underground power and communication cables utilizing the conduit and vault system installed by the Design-Builder, for a new crossing of I-5 utilizing the newly constructed 70 th Ave Overpass.	Pending completion and approval of conduit & vault system

	3. Removal of the existing overhead crossing of I-5 adjacent to the current 70 th Avenue East Overpass, from SR99 – Pacific Hwy East extending to 20 th Street East.	Pending installation, commissioning, & serving of load by underground electrical and communications systems.
4.8	WSDOT Project Engineering Office - It is acknowledged that the WSDOT will be solely responsible for all costs for the conversion of overhead to underground utilities that serve the Fife Project Engineering Office.	
	2. Installation of temporary overhead poles and lines to continue serving the WSDOT Project Engineering Office (aka PEO). a) CO - Relocation of pole for Street Light Standard	Complete

WORK TO BE PERFORMED BY WSDOT

Exhibit C, Sheets 1 through 7

1. Furnish all labor, materials, and equipment for installation of the electrical and communications civil duct and vault system, and associated appurtenances in accordance with the Plans attached as Exhibit C.
2. The various components of the civil system provided by WSDOT shall function as a unified system per TPU design and shall meet TPU's functional requirements.
3. WSDOT shall demonstrate the functional capability of the conduit system by passing an approved mandrel(s), per TPU Standards, through each conduit end to end (vault to vault or vault to pole).
4. Coordinate relocations with other utilities attached to TPU owned poles to assure that those utilities will work cooperatively with TPU.
5. Coordinate the removal of all utility poles not owned by TPU, including poles that are or were co-owned between TPU and Lumen from which TPU has removed all of its lines and equipment.

PERMIT OR FRANCHISE

The Utility shall apply for and WSDOT shall convey the necessary statutory permit or franchise pursuant to chapter 47.44 RCW required for installation of such facilities that remain on or cross the WSDOT right of way.

SALVAGE

No credits for salvage of materials is included in the Work.

BETTERMENTS

No betterments are included in the Work.

FINANCIAL RESPONSIBILITY

1. Based on the Design-Builder's RFC plans, the Design-Builder has provided an estimate of costs for the underground electrical distribution and telecommunication civil work to be provided and installed by the Design-Builder. The cost estimate is attached to this Agreement as Exhibit B.
2. Based on TPU's Final electrical plans, TPU has provided an estimate of costs for the underground electrical distribution and telecommunication work to be provided and installed by TPU. The cost estimate is attached to this Agreement as Exhibit B.
3. The WSDOT is responsible for all relocation costs of existing Utility facilities occupying an easement.
4. The Utility is responsible for all design, construction and administration costs for utility facilities relocated pursuant to WSDOT franchise/permit U99-17.
5. **COST RECONCILIATION AFTER FINAL INSPECTION AND ACCEPTANCE:**
WSDOT and TPU agree to develop their own respective invoice tracking spreadsheet that tracks effort expended to perform their Scope of Work. Effort will be tracked through the preliminary engineering and final design phases of this Scope of Work. Each month, or as requested, TPU and WSDOT shall participate in a coordination meeting to review efforts expended. Once all Scope of Work and division of work elements are complete the parties will meet to review the total amounts expended by each party and mutually agree on the final invoice amount.

Prepared by: G. Nelson
 Checked by: J. Kirkman
 Reviewed by: T. Slimak

**Utility Construction Agreement UTB 1448
 EXHIBIT B**

SR 167 70th Avenue East Vicinity / Bridge Replacement

Cost Summary

ITEM	UNIT	LUMP SUM PRICE	TPU	WSDOT	
TACOMA PUBLIC UTILITIES - ELECTRICAL AND HFC					
1	ELECTRICAL AND HFC CONVERSIONS - 20TH ST E TO 70TH AVE BRIDGE (50/50)	L.S.	\$402,900.00	\$201,450.00	\$201,450.00
2	ELECTRICAL AND HFC CONVERSIONS - 70TH AVE BRIDGE TO SR99 (50/50)	L.S.	\$174,000.00	\$87,000.00	\$87,000.00
3	ELECTRICAL AND HFC CONVERSIONS - 70TH AVE BRIDGE (TPU COSTS)	L.S.	\$242,500.00	n/a	
4	ELECTRICAL AND HFC - PEO TEMPORARY POLE LINE (WSDOT COSTS)	L.S.	\$108,700.00		\$108,700.00
TPU COSTS TOTAL (50% CONVERSIONS, 100% BRIDGE)			\$288,450.00		
FIFE/WSDOT COST RESPONSIBILITY TOTAL (50% CONVERSIONS, 100% WSDOT TEMP POLE LINE)					\$397,150.00
WSDOT DESIGN/BUILDER CONVERSIONS DUCT AND VAULT					
5	DUCT AND VAULT - 20TH ST E TO SR 99 (EXCLUDING 70TH AVE BRIDGE) (50/50)	L.S.	\$526,245.00	\$263,122.50	\$263,122.50
6	DUCT AND VAULT - 70TH AVE BRIDGE (TPU COST RESPONSIBILITY)	L.S.	\$109,554.00	\$109,554.00	
TPU COST SHARE DUCT AND VAULT SUBTOTAL			\$372,676.50		
FIFE/WSDOT COST SHARE DUCT AND VAULT SUBTOTAL					\$263,122.50
Construction Mobilization (10%) - INCLUDED			\$0.00	\$0.00	\$0.00
SUBTOTAL 2			\$372,676.50	\$263,122.50	\$263,122.50
DB Engineering and Quality (9%) - INCLUDED			\$0	\$0	\$0
DB Contract Administration (5%) - INCLUDED			\$0	\$0	\$0
DB Engineering Mobilization (10% DB Eng and Admin) - INCLUDED			\$0	\$0	\$0
SUBTOTAL 3			\$372,677	\$263,123	\$263,123
Sales Tax - City of Fife (9.9%)			\$36,895	\$26,049	\$26,049
CN Eng & Inspection (7.5%)			\$27,951	\$19,734	\$19,734
Project Contingency (4%)			\$14,907	\$10,525	\$10,525
SUBTOTAL 4			\$452,429		
Indirect Costs (13.23%)			\$59,856		
TPU COST RESPONSIBILITY TOTAL - DUCT AND VAULT			\$512,286		
FIFE/WSDOT COST RESPONSIBILITY TOTAL - DUCT AND VAULT					\$319,431
NET COSTS OWED TO WSDOT BY TPU			\$115,136		
NET COSTS OWED TO TPU BY WSDOT					\$0
TOTAL COSTS			\$800,736	\$716,581	\$716,581
TOTAL AGREEMENT VALUE					\$1,517,317

NOTES:
 1. COST DATA FOR ITEMS #1 - #4 PROVIDED BY TPU ON 3/14/2021.
 2. COST DATA FOR ITEMS #5 AND #6 PROVIDED BY ATKINSON CONST. ON 10/23/2020.

EXHIBIT C
Page 1 of 7

CONSTRUCTION NOTES:

TACOMA PUBLIC UTILITIES (TPU) POWER

- (P1) FURNISH AND INSTALL PRECAST 687 VAULT WITH MAN-POLE FRAME AND COVER AND 4 INCH RISER.
- (P2) EXISTING UTILITY POLE TO BE REMOVED BY OTHERS.
- (P3) FURNISH AND INSTALL PRECAST 554 VAULT WITH COVER #3.
- (P4) EXISTING UTILITY POLE TO BE REMOVED AFTER NEW UNDERGROUND SYSTEM IS ENERGIZED. POLE REMOVAL BY OTHERS.
- (P5) EXISTING VAULT TO REMAIN. PROTECT AND MAINTAIN.
- (P6) EXISTING 810 VAULT TO REMAIN.
- (P7) TEMPORARY POLE TO REMAIN FOR SERVICE TO WSCOT PEO BUILDING. PROTECT DURING CONSTRUCTION.
- (P8) FURNISH AND INSTALL PRECAST 444 VAULT WITH COVER #1. PLACE TEMPORARY COVER OR PROTECTION OVER THE OPEN VAULT CUTOUT.
- (P9) EXISTING UTILITY POLE TO REMAIN. PROTECT AND MAINTAIN.
- (P10) EXTEND NEW CONDUIT TO EXISTING TPU 810 VAULT. TPU WILL MAKE ENERGIZED CONNECTIONS (SEE NOTE #12).
- (P11) 1-4" CONDUIT SHALL BE PLUMBED TO EXISTING 810 VAULT. 1-4" CONDUIT SHALL BE PLUMBED TO BASE OF EXISTING TPU POLE.
- (P12) EXTEND CONDUIT APPROXIMATELY 4 FEET EAST OF NEW 554 VAULT. CAP AND STOW CONDUIT FOR EXTENSION IN NEXT PROJECT PHASE.

TPU HFC NETWORK

- (H1) FURNISH AND INSTALL 254-TA VAULT WITH LID.
- (H2) EXISTING VAULT TO REMAIN. TIE-IN TO EXISTING VAULT.

COMCAST COMMUNICATIONS

- (C1) INSTALL CHANNELL BULK 7 SERIES VAULT WITH LID.
- (C2) INSTALL CHANNELL BULK 4 SERIES VAULT WITH LID.
- (C3) EXISTING VAULT TO REMAIN. TIE-IN TO EXISTING VAULT.

GENERAL NOTES:

1. ALL EXISTING POLES SHALL BE REMOVED OR RELOCATED BY TPU.
2. ALL EXISTING UTILITY POLES SHALL REMAIN IN PLACE UNTIL THE UNDERGROUND SYSTEM IS ENERGIZED.
3. ALL TPU AND HFC MATERIALS AND CONSTRUCTION SHALL BE PER TPU STANDARDS AND SPECIFICATIONS.
4. SEE DRAINAGE PLANS AND DRAINAGE PROFILES FOR THE CONFIGURATION OF THE STORMWATER SYSTEM.
5. SEE WATER PLANS AND WATER PROFILES FOR THE CONFIGURATION OF THE WATER SYSTEM.
6. SEE ILLUMINATION PLANS FOR THE CONFIGURATION OF THE LIGHTING SYSTEM.
7. SEE SIGNAL PLANS FOR THE CONFIGURATION OF THE SIGNAL SYSTEM.
8. CENTURYLINK CONDUIT, VAULTS OR PEDESTALS SHOWN IN THE DRY UTILITY PLANS SHALL BE PROVIDED BY CENTURYLINK.
9. COMCAST CONDUIT VAULTS OR PEDESTALS SHOWN IN THE DRY UTILITY PLANS SHALL BE PROVIDED BY COMCAST.
10. SEE TS PLANS FOR ITS DESIGN.
11. FOR TPU WORK, THE CONTRACTOR SHALL INTERCEPT ALL SPARE/UNUSED CONDUIT. TACOMA POWER WILL PERFORM THE INTERCEPT OF ALL CONDUIT THAT IS CURRENTLY OCCUPIED WITH ENERGIZED CABLE.

DRAWING NO.	NO.	JOINT TRENCH (LF)	LATERAL TRENCH (LF)	SERVICE TRENCH (LF)	TRENCH DETAIL	TPU - POWER (P)					HFC NETWORK (H)		COMCAST (CC)		
						2.5 IN		4 IN		6 IN		4 IN		4 IN	
						NO.	(LF)	NO.	(LF)	NO.	(LF)	NO.	(LF)	NO.	(LF)
NOT USED	1														
UTP01	2	250			F	1	250	4	250	2	250	2	250	2	250
UTP0102	3	400			C			4	400	2	400	2	400	2	400
UTP02	4	250			A			4	250	2	250	2	250	2	250
UTP03	5	540			*			4	540	2	540	2	540	2	540
UTP0203	6	350			A			4	350	2	350	2	350	2	350
UTP03	7	375			E 1 95			4	360	2	360	2	360	2	360
UTP0304	8	105			B-B			1	105	4	105	2	105	2	105
UTP04	9	165			B			1	80	4	165	2	165	2	165
UTP04	10	60			D 1	60	2	60	4	150	2	60	2	60	
UTP04	11	60			-									2	40
UTP04	12				100	-							2	100	
UTP01	13				45	-								2	45
UTP01	14				65	-		1	65	4	65				
UTP01	15				55	-						2	55		
UTP04	16				70	-	1	70		4	70				
UTP04	17				60	-	1	60							
UTP04	18				5	-	1	5							

*SEE STRUCTURES PLAN SHEET 8029 FOR UTILITY HANGER CONDUIT DETAILS AND SEE SHEET 808 FOR TRENCH SECTION THROUGH THE GEOFOAM CONDUIT TYPE FOR THIS CONDUIT RUN SHALL BE SCHEDULE 80 PVC.

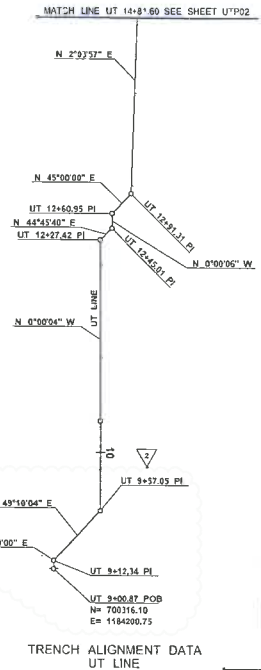
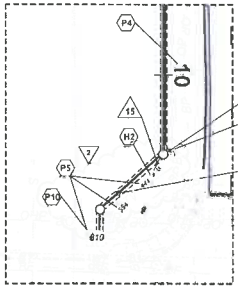
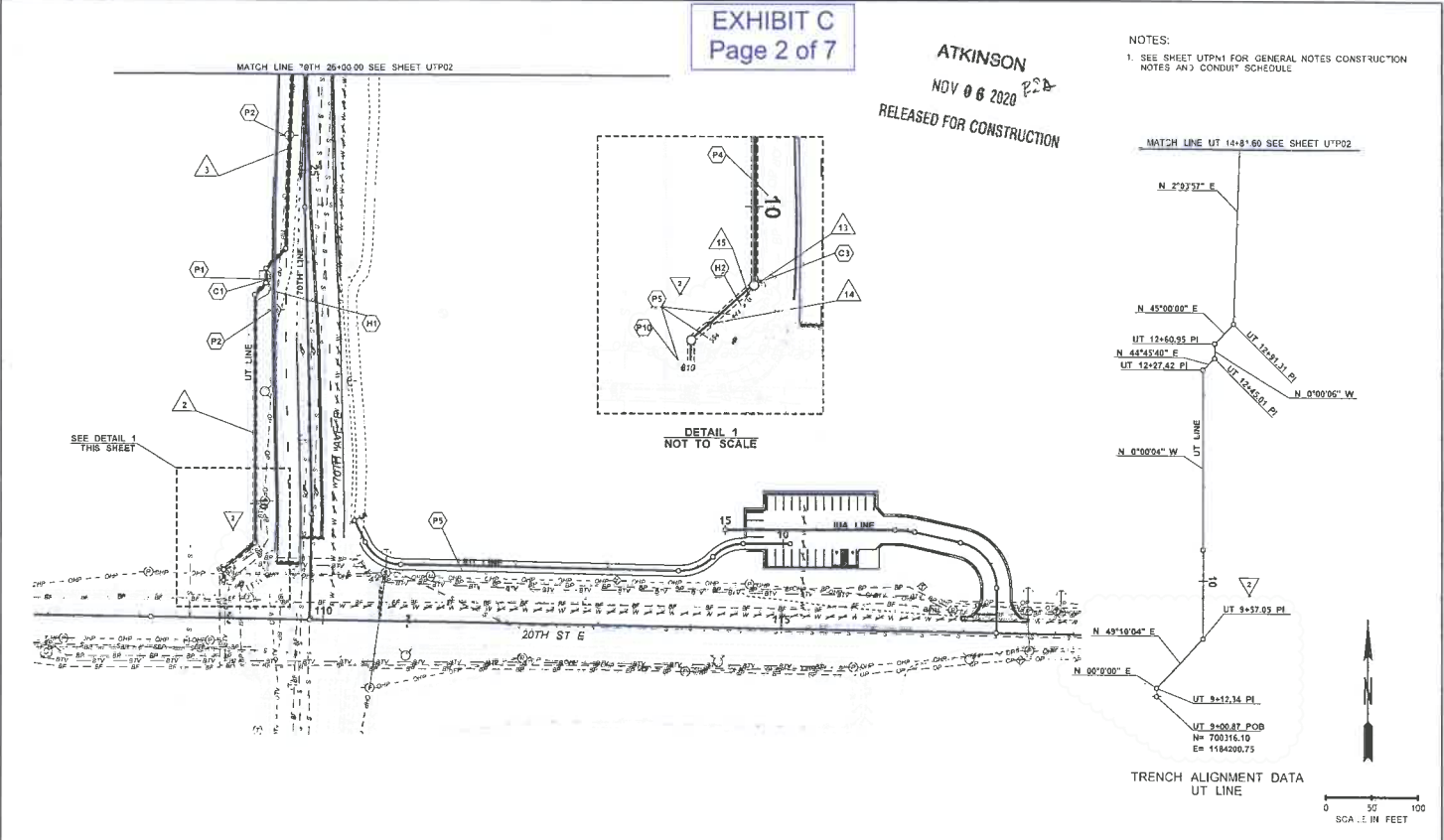
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NOV 06 2020
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DATE: 11/02/2020	10	WASH			ATKINSON / JACOBS	DRY UTILITY NOTES AND SCHEDULES	UTPN1
DESIGNED BY: J. STEVENS	REV 3 - R.F.C. RF10090, RF10093 & RF10097	11/06/20					
DESIGNED BY: J. STEVENS	REV 2 - R.F.C. RF10044 & RF10060	03/04/20					
ENTERED BY: J. STEVENS	REV 1 - R.F.C. RF10018	04/28/20					
CHECKED BY: B. BARTON	REV 0 - RELEASED FOR CONSTRUCTION	04/15/20					
PROJ. ENGR.: G. SANDOY	REV A - FINAL REVIEW	03/06/20					
REGIONAL ADM.: J. WYNNANDS	REVISION:	DATE:					

EXHIBIT C
Page 2 of 7

ATKINSON
NOV 08 2020
RELEASED FOR CONSTRUCTION

NOTES:
1. SEE SHEET UTP#1 FOR GENERAL NOTES CONSTRUCTION NOTES AND CONDUIT SCHEDULE.



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DESIGNED BY: J. STEVENS	REV 1 - RFC, RF0045 & RF1000	11/06/20					
ENTERED BY: J. STEVENS	REV 0 - RELEASED FOR CONSTRUCTION	09/04/20					
CHECKED BY: G. BARTON	REV B - FINAL REVIEW	04/15/20					
PROJ. ENGR: G. SANDY	REV A - PRELIMINARY REVIEW	03/06/20					
DESIGNER: J. WYLANDS	REVISION	11/01/19					

ATKINSON / JACOBS

DRY UTILITY PLAN

EXHIBIT C
Page 3 of 7

NOTES:
1. SEE SHEET UTPN FOR GENERAL NOTES CONSTRUCTION NOTES AND CCND-11 SCHEDULE

C-CURVE DATA				
P.I. STATION	DEF. A	RADIUS	TANGENT	LENGTH
UT 11+83.72	25°44'32" LT	406.97'	96.71'	189.89'

TRENCH ALIGNMENT DATA
UT LINE

ATKINSON
SEP 03 2020
RELEASED FOR CONSTRUCTION



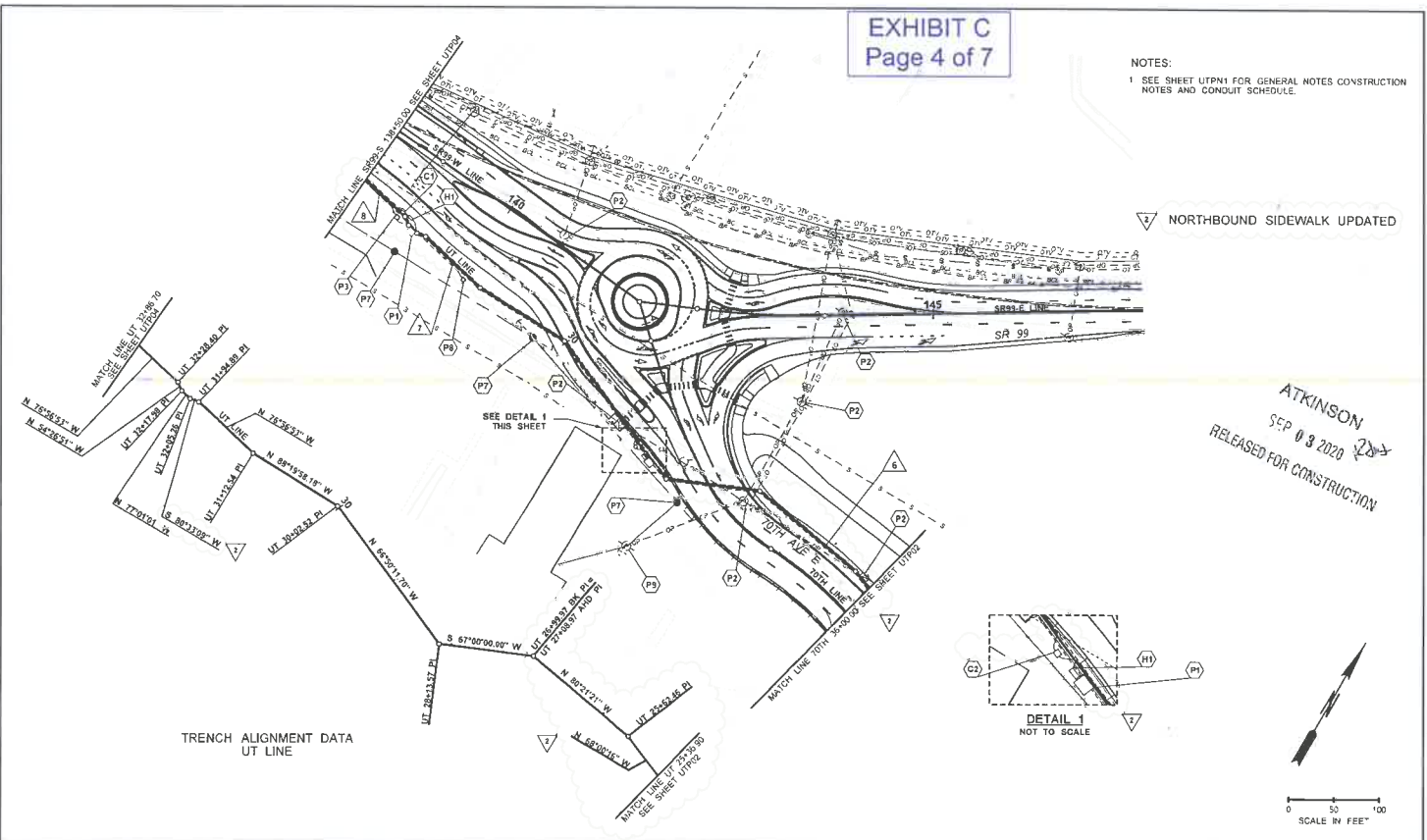
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DATE: 9/2/2020	JOB NUMBER:			DATE: 9/2/20	DRY UTILITY PLAN	DATE:
PLOTTED BY: TT956327	CONTRACT NO.: C9333					DESIGNER:
DESIGNED BY: J. STEVENS	DATE:					CHECKER:
ENTERED BY: J. STEVENS	REVISION:					
CHECKED BY: B. BARTON	REV 1 - RFC RFI6015 & RFI6050	09/04/20				
PROJ. ENGR.: G. SANJOY	REV 0 - RELEASED FOR CONSTRUCTION	04/13/20				
REGIONAL ADM.: J. WYNANDE	REV B - FINAL REVIEW	03/06/20				
	REV A - PRELIMINARY REVIEW	11/01/15				

EXHIBIT C
Page 4 of 7

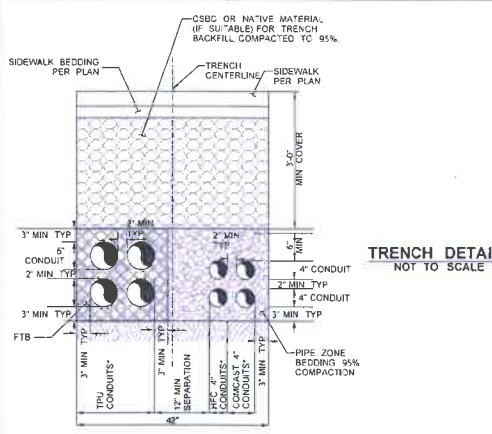
NOTES:
1 SEE SHEET UTPN1 FOR GENERAL NOTES CONSTRUCTION NOTES AND CONDUIT SCHEDULE.

▲ NORTHBOUND SIDEWALK UPDATED

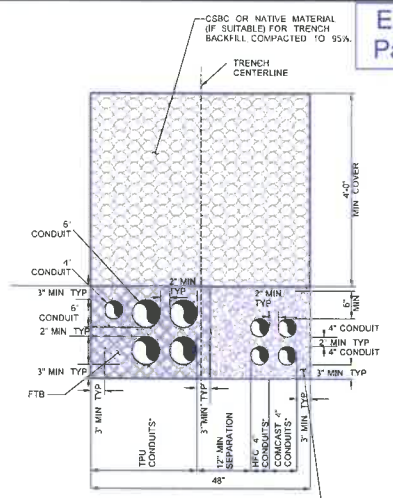
ATKINSON
SEP 03 2020
RELEASED FOR CONSTRUCTION



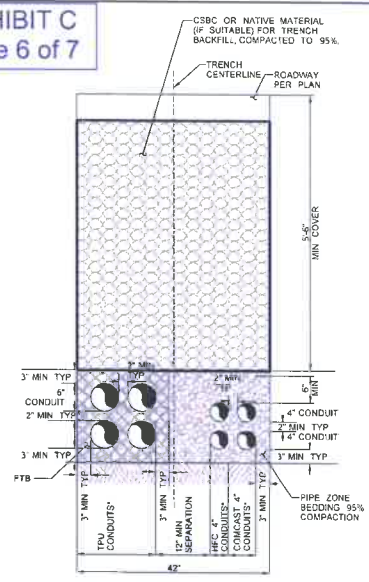
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DATE	9/2/2020	10	WASH			UTP03				
DESIGNED BY	J. STEVENS	REV 1 - R.F.C. R18045, R18052, R18056, R18067	08/04/20	JOB NUMBER	0428/20					D-SET
ENTERED BY	J. STEVENS	REV 0 - RELEASED FOR CONSTRUCTION	04/15/20	CONTRACT NO.						OF
CHECKED BY	B. BARTON	REV 8 - FINAL REVIEW	03/06/20	DATE						SHEET
PROJ. ENGR.	G. SANDY	REV A - PRELIMINARY REVIEW	11/01/19							
REGIONAL ADM.	J. WYNANDS	REVISION								



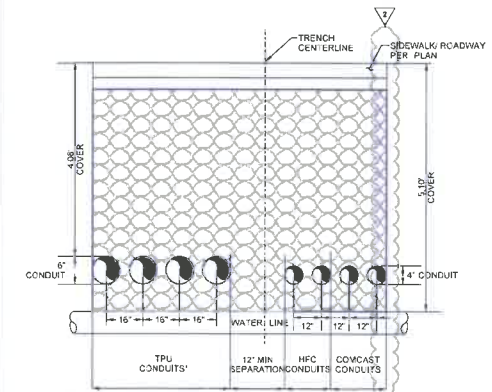
TRENCH DETAIL A
NOT TO SCALE



TRENCH DETAIL B-B
NOT TO SCALE



TRENCH DETAIL C
NOT TO SCALE

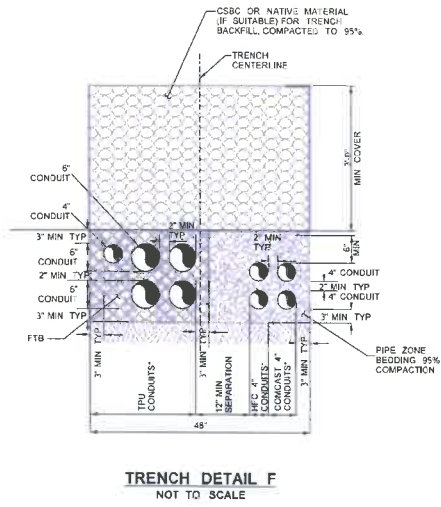
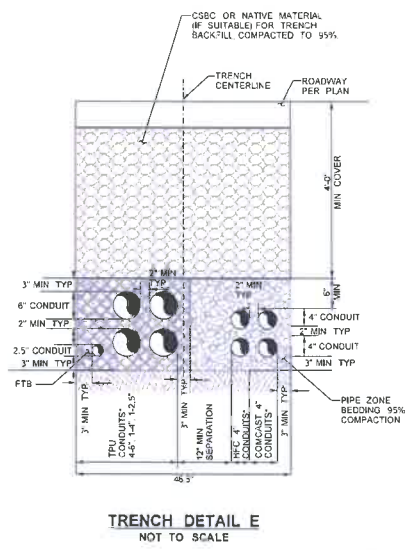
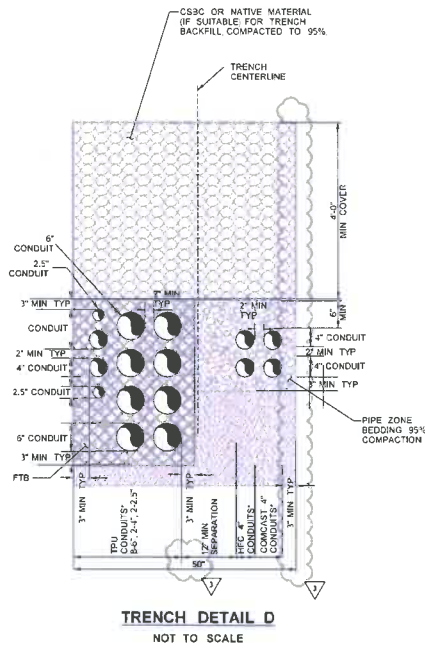


DETAIL B
NOT TO SCALE

ATKINSON
NOV 06 2020
RELEASED FOR CONSTRUCTION

- NOTES:
1. TRANSITIONS TO TRENCH WITH GREATER THAN 3 FEET OF COVER SHALL BE INSTALLED WITH FIELD BENDS, NOT FITTINGS.
 2. BACKFILL MATERIAL FOR MINIMUM COVER OF TRENCH SHALL MEET CITY OF SEASIDE AND WISCONSIN COMPACTION REQUIREMENTS.
 3. PER GRAVEL IS NOT ALLOWED IN PLACE OF CSBC FOR BACKFILL MATERIAL.
 4. DETAIL B SHALL BE INSTALLED BY DIRECTIONAL DRILLING.

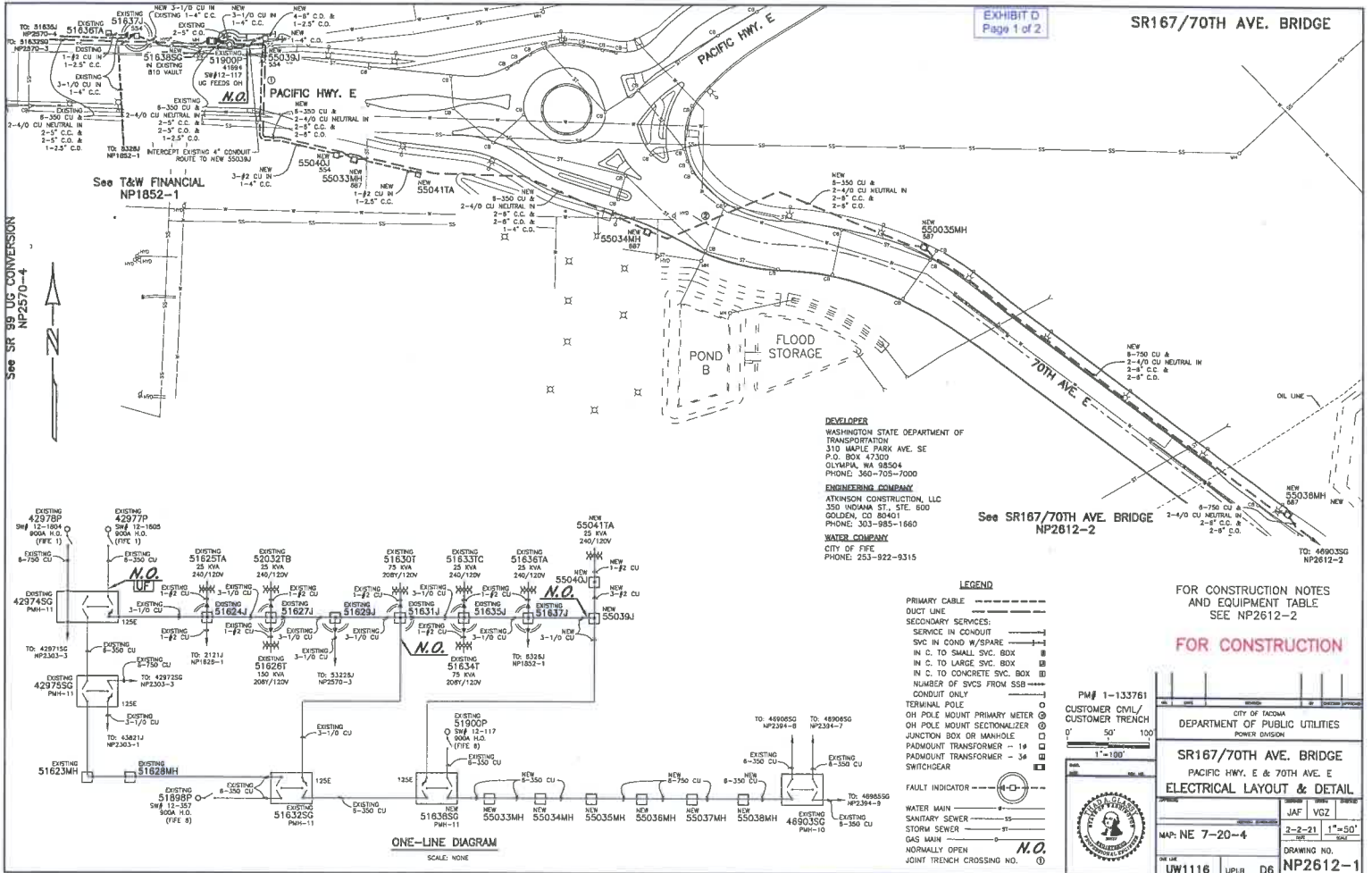
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TIME: 4:53:29 PM	DATE: 10/29/2020	10 WASH	CONTRACT NO: C9133				
PLOTTED BY: KPOURBAH	DESIGNED BY: J. STEVENS	REV 2 - RFC, RF10097	DATE: 11/06/20	JOB NUMBER: 09/04/20	ATKINSON / JACOBS CONSTRUCTION	DRY UTILITY TRENCH DETAILS	
DESIGNED BY: J. STEVENS	REV 1 - RFC, RF10041, RF10060 & RF10061	DATE: 09/04/20					
CHECKED BY: B. BARTON	REV 0 - RELEASED FOR CONSTRUCTION	DATE: 04/15/20					
PROJ. ENGR: G. SANCY	REV A - FINAL REVIEW	DATE: 03/06/20					
REGIONAL ADM: J. WYNANDS	REVISION						



- NOTES:
1. TRANSITIONS TO TRENCH WITH GREATER THAN 3 FEET OF COVER SHALL BE INSTALLED WITH FIELD BENDS NOT FITTINGS.
 2. BACKFILL MATERIAL FOR MINIMUM COVER OF TRENCH SHALL MEET CITY OF FIFE AND WSDOT COMPACTION REQUIREMENTS
 3. PEA GRAVEL IS NOT ALLOWED IN PLACE OF CS3C FOR BACKFILL MATERIAL

ATKINSON
NOV 06 2020
RELEASED FOR CONSTRUCTION

FILE NAME	sluamwrlng@cds_b4@p_zh2m-tpourbaW0799100C9133 DE UTPDZ.dwg	PLGMA	10	WASH	FED.AID PROJ.NO.			SR 167 70TH AVENUE E. VICINITY BRIDGE REPLACEMENT	PLAN NO. NO.
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DATE	10/29/2020	DESIGNED BY	J. STEVENS	REV 3 - R.F.C. RF0097	11/05/20	CHECKED BY	B. BARTON	REV 0 - RELEASED FOR CONSTRUCTION	DATE
DESIGNED BY	J. STEVENS	REV 3 - R.F.C. RF0041 & RF0040	11/05/20	CONTRACT NO.	C9133	DATE	03/05/20	REV A - FINAL REVIEW	REVISION
ENTERED BY	J. STEVENS	REV 1 - R.F.C. RF0014	04/28/20						
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PROJ. ENGR.	G. SANDY	REV A - FINAL REVIEW	03/05/20						
REGIONAL ADM.	J. WYMAN								



CONSTRUCTION NOTES

INSTALLATIONS SHALL BE ACCORDING TO TACOMA POWER STANDARDS AS REQUIRED AND CAN BE OBTAINED FROM NEW SERVICES ENGINEERING OFFICE OR FROM TACOMA POWER'S WEB SITE:
www.mypu.org/standards

CONTACT TACOMA POWER CONSTRUCTION INSPECTOR PRIOR TO STARTING WORK AT 253-381-3023. THE INSPECTOR WILL CONDUCT A PRE-CONSTRUCTION MEETING.

- ALL CONDUITS SHALL CONFORM TO TACOMA POWER STANDARD C-UG-1100.
- VERIFY LOCATION OF ALL UNDERGROUND UTILITIES IN THE FIELD. CALL 1-800-424-5532 FOR UTILITIES IN THE ROAD RIGHT-OF-WAY.
- THE CUSTOMER MUST ESTABLISH FINAL GRADES WHERE TACOMA POWER FACILITIES ARE TO BE INSTALLED PRIOR TO CONSTRUCTION AND ALL GRADES MUST BE MAINTAINED DURING CONSTRUCTION.

DEVELOPER

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
310 MARLE PARK AVE. SE
P.O. BOX 47300
OLYMPIA, WA 98504
PHONE: 360-705-7000

ENGINEERING COMPANY

ATKINSON CONSTRUCTION, LLC
350 INDIANA ST., STE. 600
GOLDEN, CO 80401
PHONE: 303-685-1660

WATER COMPANY

CITY OF PUEBLO
PHONE: 253-922-9315

FOR ONE-LINE
SEE NP2612-1

FOR CONSTRUCTION

LEGEND

- PRIMARY CABLE -----
- DUCT LINE -----
- SECONDARY SERVICES:
- SERVICE IN CONDUIT -----
- SVC IN CONDUIT W/SPARE -----
- IN C. TO SMALL SVC. BOX #
- IN C. TO LARGE SVC. BOX #
- IN C. TO CONCRETE SVC. BOX #
- NUMBER OF SVCS FROM 558 -----
- CONDUIT ONLY -----
- TERMINAL POLE ○
- ON POLE MOUNT PRIMARY METER ⊙
- ON POLE MOUNT SECTIONALIZER ⊙
- JUNCTION BOX OR MANHOLE ⊙
- PADMOUNT TRANSFORMER - 1P ⊙
- PADMOUNT TRANSFORMER - 3P ⊙
- SWITCHGEAR ⊙
- FAULT INDICATOR ⊙
- WATER MAIN -----
- SANITARY SEWER -----
- STORM SEWER -----
- GAS MAIN -----
- NORMALLY OPEN -----
- JOINT TRENCH CROSSING NO. ①

PM# 1-133761

CUSTOMER CIVIL/
CUSTOMER TRENCH

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
POWER DIVISION

SR167/70TH AVE. BRIDGE
20TH ST. E & 70TH AVE. E
ELECTRICAL LAYOUT & DETAIL

DATE: 2-2-21 1"=50'
MAP: NE 7-20-4
DRAWING NO.: NP2612-2

DATE: 2-2-21 1"=50'
MAP: NE 7-20-4
DRAWING NO.: NP2612-2

PULSE / LOCATION	QTY	DESCRIPTION	CONSTRUCTION STANDARD	
EXISTING 51800P	2	5" CONDUIT RISER	C-UG-1200	
	2	5" SPARE CONDUIT RISER		
EXISTING 25414P	1	5" SPARE CONDUIT RISER	C-UG-1200	
EXISTING 48903SD	1	2.5" SPARE CONDUIT RISER		
EXISTING 51632SG	1	PMH-10 SWITCHGEAR ON 810 VAULT W/STANDARD COVER	UNKNOWN	
EXISTING 51631J, 51635J, 51637J	3	554 J-BOX	C-UG-1100, C-UG-1500	
EXISTING 46971J	1	554 J-BOX	UNKNOWN	
EXISTING 51630T, 51634T	2	75 KVA XFMR, 208Y/120V, 12,470V ON 554 VAULT W/COVER #2	C-UG-1700, A-UG-1200	
EXISTING 46980TC, 51636TA	2	25 KVA XFMR, 240Y/120V, 7,200V ON 444 VAULT W/COVER	C-UG-1700, A-UG-1200	
NEW 51638SD	1	PLD-10 SWITCHGEAR ON 810 VAULT W/STANDARD COVER #1	A-UG-1150, C-UG-1400, C-UG-2000	
NEW 55033MH, 55034MH, 55035MH, 55036MH, 55037MH, 55038MH	6	667 MANHOLE W/36" MH COVER	A-UG-1150, C-UG-1550, C-UG-2000	
NEW 55039L, 55040J	2	334 J-BOX W/STANDARD COVER #3	A-UG-1150, C-UG-1500, C-UG-2000	
NEW 55041TA	1	25 KVA XFMR, 240Y/120V, 7,200V ON 444 VAULT W/COVER #1	A-UG-1150, A-UG-1200, C-UG-1400, C-UG-1700, C-UG-2000	

