



INTRLOC\_00      COMMUNITY CONNECTIVITY CONSORTIUM  
File Location                      Vendor Name

6/30/2016  
COMMUNITY CONNECTIVITY

**Document Type:**      Interlocal                      Amendment

**Vendor Name:**      COMMUNITY CONNECTIVITY CONSORTIUM

**PO# Location:**      INTRLOC-069

**Effect Date:**      7/1/2015

**Term Date:**      6/30/2016

**CR#:**      56045

**Related CR#:**      51553

**Ordinance:**      \_\_\_\_\_

**Resolution:**      \_\_\_\_\_

**Leg Date:**      \_\_\_\_\_

**Vendor #:**      223124

**Description:**      PROJECT AGREEMENT - 69 CONNECT DATA CENTER WITH  
DISTRICT COURT/PROBATION OFFICE PO 1150874-069  
X-REF 51553

Notes:

INTRLOC\_00  
INTERLOCAL AGREEMENTS  
10/31/2015  
107312015

CRI-56045 DATE 10/21/15 LOG INTRLOL-069

PO 1150874-069

**Community Connectivity Consortium  
Project Agreement 69**

<b>City of Bellevue 450 110<sup>th</sup> Ave NE Bellevue, WA 98009</b>	<b>King County 123 Fifth Ave Seattle, WA 98033</b>	

**Provide pathway, conduit and fiber to connect City of Bellevue Point of Presence at 118<sup>th</sup> Ave SE and SE 8<sup>th</sup> St to 1309 114<sup>th</sup> SE, Bellevue, location of the new City of Bellevue District Court/Probation Office.**

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

**Table of Contents**

- I. Project Description .....2
  - A. Project Number 69... .....2
  - B. Project Name Connect the new City of Bellevue District Court... .....2
  - C. Project Description.. ..... 2
  - D. Lead Agency / Project Manager .. .....2
  - E. Participating Agencies .. .....2
- II. Physical Description of Project .....2
  - A. Project Route (see Exhibit A). . . . . 2
  - B. Points of Demarcation. .... 2
  - C. Facilities to be Used, Owners and Managers..... 3
  - D. Project Specifications and Scope of Work.. .... 3
  - E. Fiber Apportionment ..... 5
  - F. Fiber Splice Details.. ... 6
  - G. Fiber Testing. .... 6
- III. Project Budget .....7
  - A. Construction Budget. .... 7
  - B. Construction Cost Apportionment . .... 7
  - C. In-Kind Asset Contributions ... .. 7
  - D. Maintenance Responsibilities and Costs, including Ongoing Maintenance and Responsibilities for Repairs and Relocations. .... 8
- IV. Apportionment of Liability.....8
- V. Project Schedule .....9
- VI Changes or Addenda to Project Agreement Template Policy .....9

**I. Project Description**

**A. Project Number**

69

**B. Project Name**

Connect the new City of Bellevue District Court.

**C. Project Description**

Provide a 24 count fiber optic cable for use by King County and the City of Bellevue in Bellfield Office Park at 1309 114<sup>th</sup> Ave SE from an existing City of Bellevue vault located at the intersection of 118<sup>th</sup> Ave SE and SE 8<sup>th</sup> St. as generally illustrated in Exhibit A (Route Illustration).

**D. Lead Agency / Project Manager**

City of Bellevue

The Lead Agency is responsible for ensuring that all applicable terms and conditions of the Project Agreement(s), General Terms and Conditions, exhibits and addenda are included in the contract agreements with Facility Owners and contractors.

**E. Participating Agencies**

City of Bellevue  
King County

**II. Physical Description of Project**

**A. Project Route (see Exhibit A)**

From the City of Bellevue TA-25, double door vault located on the northeast corner of the intersection of SE 8<sup>th</sup> St. and 118<sup>th</sup> Ave SE, Bellevue; west across the intersection at 118<sup>th</sup> Ave SE using existing City of Bellevue conduit; south across SE 8<sup>th</sup> St to the south side of SE 8<sup>th</sup> St, west on SE 8<sup>th</sup> St. to 114<sup>th</sup> Ave SE; south on 114<sup>th</sup> Ave SE to the vault adjacent to the northwest corner of the Bellfield Office Park bridge located on 114<sup>th</sup> Ave SE; across the bridge to the vault on the south west side of the bridge; continue south on 114<sup>th</sup> Ave SE to the new court building, 1309 114<sup>th</sup> Ave SE, Bellevue, Washington

Total estimated project length is approximately 2,000 feet.

**B. Points of Demarcation**

Existing City of Bellevue TA-25 on the north east side of intersection of SE 8<sup>th</sup> St. and 118<sup>th</sup> Ave SE, Bellevue; existing vaults on each side of the bridge on 114<sup>th</sup> Ave SE as described in the Project Route, above, and the destination, 1309 114<sup>th</sup> Ave SE, Bellevue, Washington.

### **C. Facilities to be Used, Owners and Managers**

Facilities to be used on this project are the existing underground pathway, vaults and conduit systems owned by the City of Bellevue, along with modifications and additions specified herein. All upgrades to pathway including vaults, handholds, appurtenances, and conduit systems installed on City of Bellevue property and in the City of Bellevue right of way will be owned and maintained by the City of Bellevue where the modifications are installed.

### **D. Project Specifications and Scope of Work**

This project and all Work performed hereunder shall meet all requirements of the City of Bellevue Transportation Department Standards, including traffic control plans, street use permits, waiver of existing underground ordinance, city and county business license requirements, and any other applicable requirements, as appropriate. All improvements made in the right of way shall become an asset of the City of Bellevue

Note: All construction instructions are subject to conditions that may not be known before proofing/locates are completed. The contractor performing the Work hereunder is responsible for all project conditions.

### **Route Preparation**

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

**Project Route:** Obtain the required permits and permissions before proceeding with the work.

- This project utilizes existing City of Bellevue conduit/pathway in addition to infrastructure improvements noted in the next section
- Project route has not been proofed. The Contractor performing the Work hereunder shall assume responsibility for proofing all conduit, handholds, pull boxes and vaults to be used by this project.

### **Infrastructure Improvements**

- **Work to be done during normal working hours:**
  - Property owner shall install a single door TA-25 vault on the south west side of the intersection of 114<sup>th</sup> Ave SE and SE 8<sup>th</sup> St. that intercepts the existing City of Bellevue conduit on the south side of SE 8<sup>th</sup> St. to City of Bellevue Public Works specifications and standards.
  - Property owner shall install 2" schedule 80 PVC conduit between the newly install vault above and the City of Bellevue vault on the north west corner of the 114<sup>th</sup> Ave SE bridge at the entrance to Bellfield Office Park.

- Property owner shall install 2" schedule 80 PVC conduit from the City of Bellevue vault on the south west end of the bridge on 114<sup>th</sup> Ave SE at the entrance to Bellfield Office Park to the TA-25 described next.
- Property owner shall install a second TA-25, single door vault approximately 850' west side of 114<sup>th</sup> SE off the pavement as shown on architectural detail Exhibit B.
- Property owner shall install a 2 " schedule 80 PVC conduit between the newly installed vault at the building entrance as shown in Exhibit B to the pull box located adjacent to the building entrance facility and connect the pull box to the building entrance facility.

### **Underground Fiber Placement**

- **Work to be done during normal working hours:**
  1. Installation shall conform to generally accepted, industry standards.
  2. All fiber optic cable provided for this project shall meet the requirements of long haul, full spectrum, low water peak fiber including ITU-T G.652.
  3. All cabling will be labeled, as noted below, with ownership data and emergency contact information. The Contractor shall attach a weather-resistant, bright orange label with black machine generated lettering to each cable at each access point along the route reading:

24 Strand Cable

**City of Bellevue**

**Fiber Optic Cable**

**Contact: City of Bellevue IT**

**425.452.2886**

4. Fusion splices along the route shall be performed such that there are no breaks in the strands and that all strands are continuous between the identified points of demarcation.
5. Install a toneable mule/pull cord in the conduit from points of demarcation as described in this agreement.
6. Install a 24 strand count OSP, single mode, full spectrum, loose tube, fiber optic cable meeting the requirements of ITU G652 and specifically meet ITU G652.D *Attributes for Zero Water Peak full spectrum Optical Cable*. The fibers shall support the transmission of wavelengths for Coarse Wavelength Division Multiplexing (CWDM) as defined in ITU G694.2. At the vault at the intersection of SE 8<sup>th</sup> St and 114<sup>th</sup> Ave SE leave a 200' service loop for future use. Leave an

additional 200' service loop at the vault located at the street entrance to the 1309 114<sup>th</sup> Ave SE for future access, maintenance and future splicing.

## **Fiber Terminations and Splicing**

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

**Important Note:** Confirm all splice details prior to undertaking any work in this section.

The items below will be detailed in a separate splice document. Where appropriate, each participating agency has provided the splice details for the fibers assigned in **E. Fiber Apportionment** below. Any splice diagrams/tables/details will be consistent with paragraph E. below and are noted in paragraph **F. Fiber Splice Details** below.

1. The TA-25 double door vault location at the north east corner of the intersection of 118<sup>th</sup> Ave SE and SE 8<sup>th</sup> St is the starting point for this project. Install a water proof, sealed splice case of sufficient size to accommodate a mid-sheath splice to an existing fiber optic cable to six (6) strands of the newly installed 24 strand fiber optic cable. Specific splice instructions are noted below. Leave a 200' service loop in the vault for future service/maintenance. All splicing shall use the fusion method of splicing and shall be tested from Bellevue city hall to the end point, 1509 114<sup>th</sup> Ave SE, Bellevue, using fiber optic testing industry standards, acceptable to the City. Label the splice case:

**City of Bellevue Fiber Optic Cable**

**Contact: City of Bellevue IT**

**425.452.2886**

**Contact must be made 24 hours prior to opening.**

Label shall be machine generated and water/weather resistant, attached with adhesive appropriate for the application.

2. Fiber shall be terminated inside the facility at the location noted in Exhibit E. Termination shall be on the existing backboard using equipment specified by the City.

## **E. Fiber Apportionment**

One 24 count single-mode fiber optic cable will be installed for Consortium member use. Fiber allocation will be as follows:

1. Fibers 1 - 2 (2 fibers) will be owned and maintained by the City of Bellevue.
2. Fibers 3 - 4 (2 fibers) will be owned and maintained by King County.
3. Fibers 5- 6 (2 fibers) will be considered spares and shared and maintained by City of Bellevue and King County.

4. *Fibers 7-24 (18 fibers) are not contiguous fibers from City Hall and will be held in trust by the Community Connectivity Consortium for the future use of current or future consortium members which may include: cities, school districts, fire districts, water districts, hospital districts and others.*

## **F. Fiber Splice Details**

Splice details will be attached as Exhibit B of this agreement at a future date after approval of the project members.

## **G. Fiber Testing**

1. Test procedures shall follow industry standards, specifically TIA/EIA-455 and shall be submitted to the Consortium for approval prior to final invoicing. Test results shall be submitted on DVD. Testing shall be coordinated with the City such that all splices and dark fiber are tested. The fiber installed in this project will splice into to 12 strands of existing fiber at SE 8<sup>th</sup> St and 118<sup>th</sup> Ave SE. Test points will be the project demarcs as described above.
2. Upon Delivery and throughout the project, the Fibers shall comply with the technical specifications set forth below. Prior to Delivery, contractor shall test each of the Fibers in accordance with the procedures specified to verify that it is operating in accordance with the technical specifications noted in this document. Contractor shall provide the City with reasonable advance notice of the date and time of each applicable acceptance test so that City shall have the right, but not the obligation, to have a person or persons present to observe the tests.
3. In the event the results of any applicable acceptance test show that the Fibers are not operating in accordance with the applicable technical specifications in this document, the contractor shall promptly take action that is commercially reasonable to bring the Fibers that are not operating within the applicable technical specifications into compliance with such standards.
4. Fiber cable installation test specifications for single mode networks are as follows:

Allowable intrinsic fiber loss:

@1310nm = 0.36dB/Km

@1550nm = 0.22dB/Km

Allowable connector loss: 0.35 per connector / 0.75 per connection.

Allowable splice loss (mechanical or fusion) = 0.15dB measured bi-directionally with an OTDR.

Spliced pigtail termination tests will have both a splice and a connection loss factored into the results.

OTDR and OLTS will be used for all final test results.

OTDR testing shall always be performed using a launch cable at least 500 feet in length to eliminate the dead zone.

All OTDR launch testing parameters (bare fiber testing) shall meet the above criteria.

All final documentation delivered shall show all test results as PASS.  
Any failures shall be redone.

**III. Project Budget**

**A. Construction Budget**

Estimated Construction Budget

Item Description	Quantity	Price	Extended
Conduit, trenching from the south of bridge on 114 <sup>th</sup> Ave SE to the building entrance	800 ft	\$80.00	\$64,000
24 count Single Mode Fiber Optic Cable	2,000 ft	\$ 4.00	\$8,000
Allowance for unanticipated work	10%		\$7,300
Tax		9.5 %	\$7,629
<b>Total</b>			<b>\$86,929*</b>

\*This is a project estimate only. Actual costs will be assessed as shown in section B, below, at the conclusion of the project.

**B. Construction Cost Apportionment**

Construction Cost Apportionment Table

Participating Agency	Cost
City of Bellevue	\$43,464.50
King County	\$43,464.50
<b>Total</b>	<b>\$86,929</b>

**C. In-Kind Asset Contributions**

In-Kind Asset Contribution Table

Participating Agency	Cost
City of Bellevue (Project Management)	\$2,500
City of Bellevue, 1,200' existing conduit and vaults	\$90,000
City of Bellevue, 6 existing fiber optic strands to city hall	\$65,000
<b>Total</b>	<b>\$157,500</b>

#### **D. Maintenance Responsibilities and Costs, including Ongoing Maintenance and Responsibilities for Repairs and Relocations.**

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

##### **Splice Case Access**

Access to Consortium splice cases *must* be preceded by notification to the Consortium, 48 hours in advance of the opening, at 425.452.2886.

##### **Locates**

Each participating agency agrees to perform or pay for all locates required and requested through Underground Utilities Locate Center (UULC) for the fiber and conduit installed as a result of this agreement that is on property owned by the affected City, in the City right-of-way and in the right-of-way in potential annexation areas.

##### **Relocation**

The cost of any and all relocations will be borne by the parties to this agreement. Costs will cover the relocation of the shared cable only. All physical assets, conduit, handholds, vaults, and appurtenances are owned by the jurisdiction wherein the project is built as described in the *Project Description* above. Costs for relocating physical assets shall be borne by the owner of the assets. Shared costs shall be apportioned based on the percent of fiber owned by each Participating Agency.

##### **Repairs/Breaks**

The jurisdictions within which fiber optic cables are installed pursuant to this Agreement shall be responsible for immediate and timely repair of all breaks or outages of the subject fiber. The Community Connectivity Consortium and/or the City of Bellevue shall contract with a competent and qualified vendor to provide 7x24x365, four-hour response to any fiber breaks/outages that happen on the fiber segments subject to this agreement.

The Community Connectivity Consortium and/or the City of Bellevue will determine cost apportionment of costs of repair using a formula based on the percentage of fiber owned by each Participating Agency to this agreement. Upon completion of the repair, the Community Connectivity Consortium and/or the City of Bellevue shall invoice each Participating Agency for their share of costs.

#### **IV. Apportionment of Liability**

During construction, the Contractor shall be responsible for the project work and the project site. In the event that the project work causes or contributes to any harm, damage, injury or loss to any person or property, whether during construction or after completion of the project, each

party shall be responsible as set forth in Section VI, Indemnification and Limitation of Liability, of the Consortium Project Agreement Template Policy (adopted May 14, 2015).

Each Participating Agency to this agreement shall ensure that the Participating Agency and all persons performing the Work, including without limitation project suppliers and subcontractors, maintain in effect at all times during the Work, coverage or insurance in accordance with the applicable laws relating to worker's compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. The Lead Agency or contracting party shall furnish to Participating Agencies such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Participating Agencies may request.

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

## **V. Project Schedule**

<b>Task</b>	<b>Target Completion Date</b>
Circulate and sign copies of the Project Agreement	June 2016
Trench and install conduit and vault	June 2016
Prep conduit and install fiber and toneable tape	June 2016
Terminate and splice fibers	June 2016

## **VI Changes or Addenda to Project Agreement Template Policy**

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

## **Approvals**

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

Brad Miyake      7/27/15  
Brad Miyake      Date  
City Manager  
City of Bellevue

Approved as to Form:

Andrew J. Pank  
City Attorney

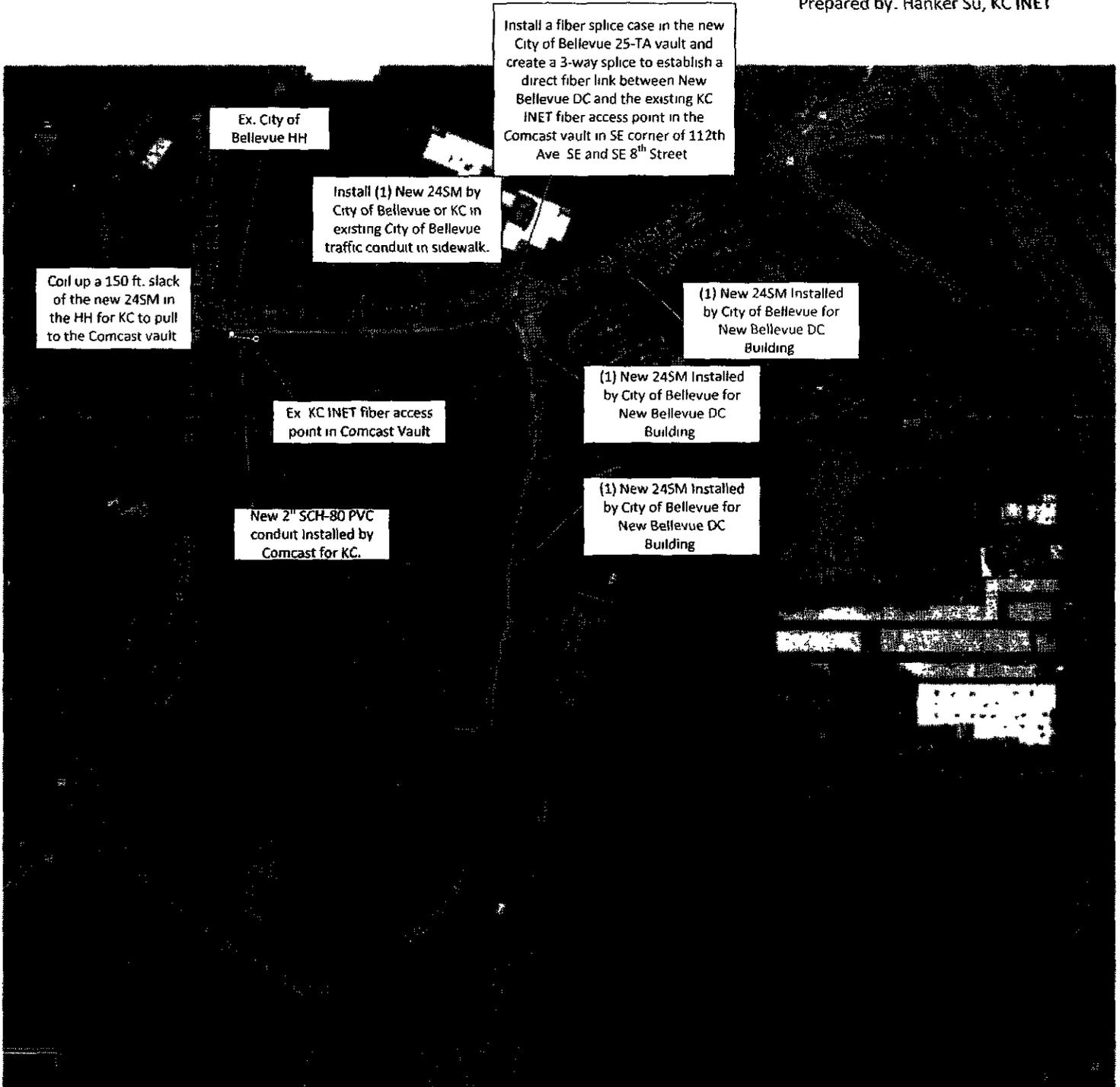
\_\_\_\_\_  
Bill Kehoe      Date  
CIO  
King County

Exhibit A

Fiber Route for the New Bellevue District Court Fiber Installation

Date: 2/27/14

Prepared by: Hanker Su, KC INET

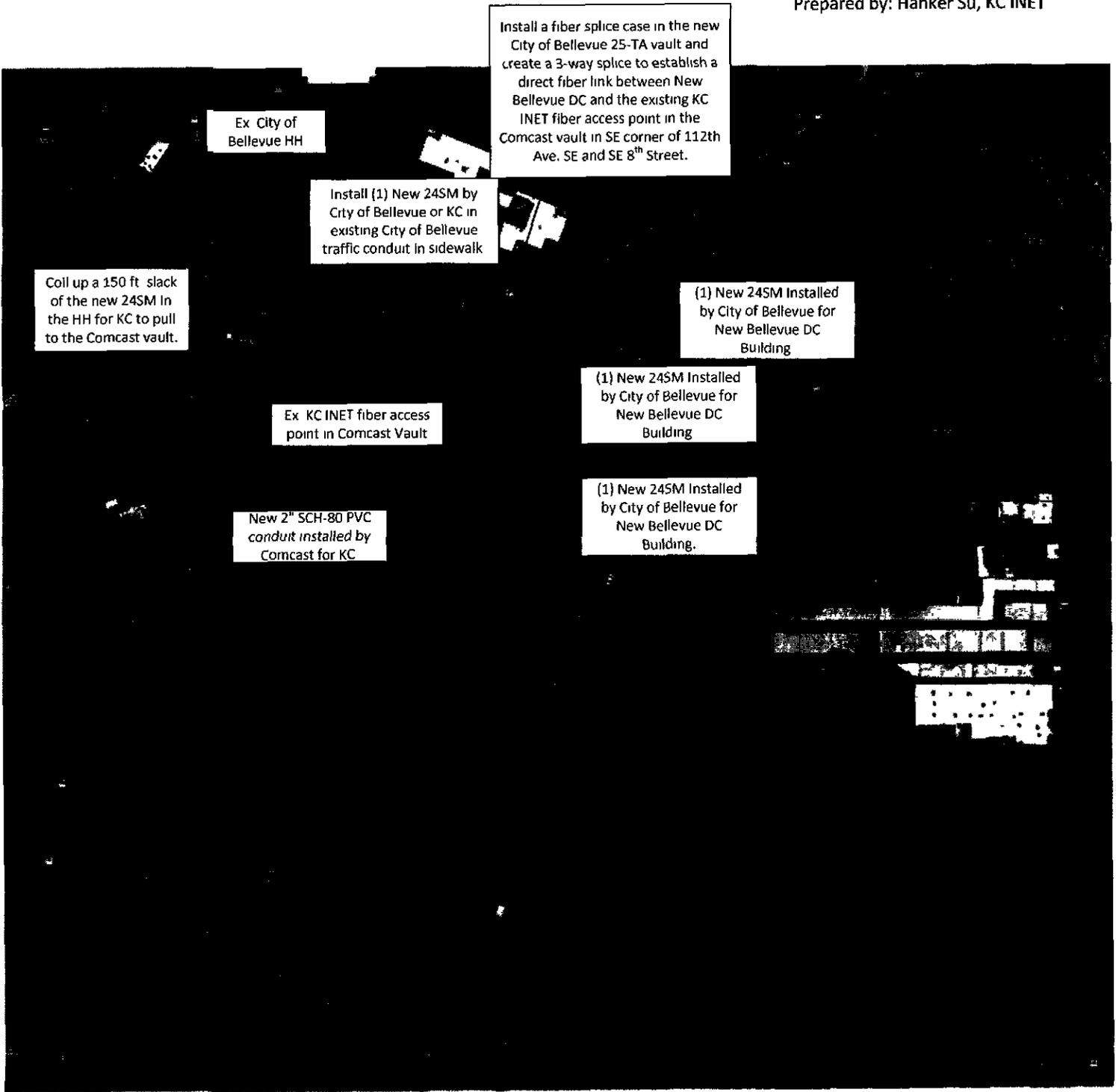




# Fiber Route for the New Bellevue District Court Fiber Installation

Date: 2/27/14

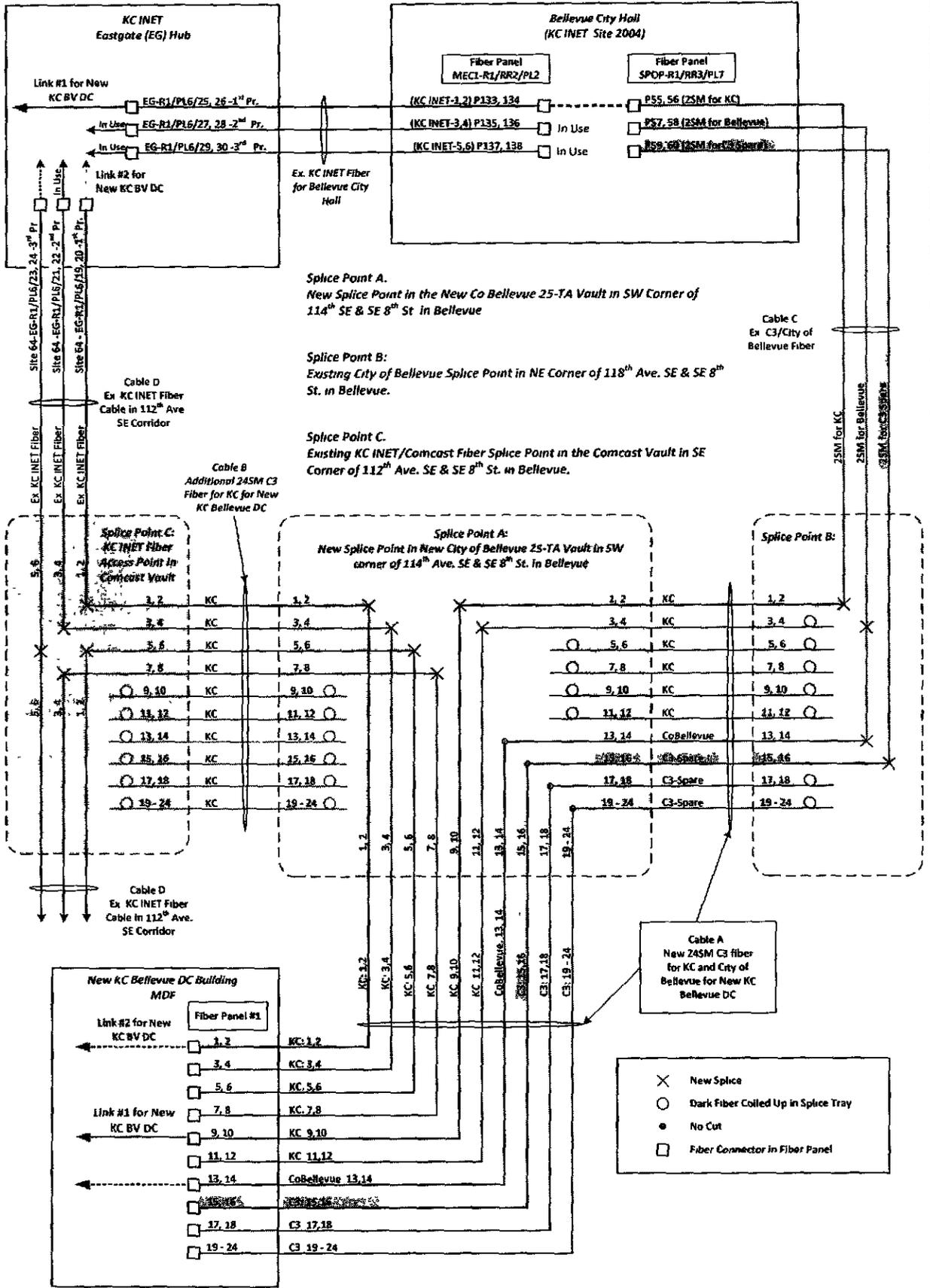
Prepared by: Hanker Su, KC INET



### Fiber Connection and Splice Diagram for New King County Bellevue District Court Building Fire Installation

Update Date: 6-15-15

Designed By: Hanker Su, King County



INTRLOC-069

CR# 56045 Date: 10-21-15 PO # & Loc: 1150874-069



City of Bellevue  
Finance Department - Procurement Services  
450 110th Ave. NE. Bellevue, WA 98004

### Contract Routing Form

#### Current Contract Information:

**Contract Title:** Community Connectivity Consortium PA 69  
**Contract Description:** Connect new City of Bellevue District Court  
**Total Contract Value:** \$86,929.00  
**This Amendment Value:** N/A  
**Department:** Information Technology - 558  
**Contract Manager:** Jim Rawley  
**Contract Type:** Interlocal Agreement (ILA)  
**Contract Form:** Custom contract document  
**Budget Expenditure:** Expenditure Contract - Sufficient Funds  
**Maximo User:** No

#### Vendor Information:

**New Vendor?** No  
**Vendor Name:** Community Connectivity Consortium  
**JDE Vendor Number:** 223124  
**Independent Contractor?** Yes  
**Tax ID#:** N/A  
**COB License #:** N/A  
**UBI #:** N/A  
**Contractor's Lic. #:** N/A

#### Contract Term:

**Original Effective Date:** 07/01/2015  
**End Date:** 06/30/2016  
**Subject To:** No Renewal

#### Council Approval:

Does this contract require council approval? No

#### Route:

	In	Out
Procurement Services: <u>John L.</u>	<u>7/20/15</u>	<u>7/23/15</u>
Information Technology: <u>[Signature]</u>	<u>7-15-2015</u>	<u>7-16-2015</u>
Legal: <u>[Signature]</u>	<u>7/23/15</u>	<u>7/24/15</u>
Insurance Reviewed By: <u>N/A</u>		
Department Director: <u>See attached</u>	<u>7/27</u>	<u>7/27</u>
Procurement Services: <u>Robinson</u>	<u>7/27</u>	<u>7/27</u>
Return To: Cheryl Tee		
City Clerk's Office: <u>M-Tomorrow</u>	<u>10-21-15</u>	<u>10-21-15</u>

**CONTRACT REVIEW CRITERIA**

Dept.	PS	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Contract Routing/Approval Form and Contract have consistent information?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Contract Type and template appropriate for the services performed?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the JDE vendor name and number accurate?
<input type="checkbox"/>	N/A <input type="checkbox"/>	Does the Company have a Bellevue Business License? If not, date Tax Office was notified? _____.
<input type="checkbox"/>	N/A <input type="checkbox"/>	If the Company's Tax ID# appears to be a SS#, or if we are paying an individual, make a copy of the Routing Form and interoffice to Gail Davila in HR.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
<input type="checkbox"/>	N/A <input type="checkbox"/>	Has the Selection Method been explained in Additional Comments? Are results attached?
<input type="checkbox"/>	<input type="checkbox"/>	If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the contractor meet requirements of the Independent Contractor Threshold question?
<input type="checkbox"/>	N/A <input type="checkbox"/>	Is Attachment "A" (Scope of Work and/or Services) attached?
<input type="checkbox"/>	N/A <input type="checkbox"/>	Is Attachment "B" (Insurance Requirements) attached?
<input type="checkbox"/>	<input type="checkbox"/>	Are any additional riders required? If so, which one's? _____
<input type="checkbox"/>	<input type="checkbox"/>	Does Insurer have a Best rating of A- or better?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Contractor identified as the insured?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
<input type="checkbox"/>	<input type="checkbox"/>	Are the policy expiration date(s) on the Certificate of Insurance current?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have a self-insured retention? Is it above \$50,000?
<input type="checkbox"/>	<input type="checkbox"/>	Is the City listed as the Certificate Holder?
<input type="checkbox"/>	<input type="checkbox"/>	Is the Certificate signed?
<input type="checkbox"/>	<input type="checkbox"/>	Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
<input type="checkbox"/>	N/A <input type="checkbox"/>	If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"?
<input type="checkbox"/>	N/A <input type="checkbox"/>	Does the Contractor have an open account with the Washington State Department of Revenue?
<input type="checkbox"/>	N/A <input type="checkbox"/>	Are the Contractor's worker's compensation premiums current?
<input type="checkbox"/>	N/A <input type="checkbox"/>	Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
<input type="checkbox"/>	N/A <input type="checkbox"/>	<b>Is the Vendor on the Federal Debarred Suspended List?</b>

N/A

**RISK MANAGEMENT:**

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- Does the Hold Harmless clause include language referencing Title 51 releases?