

RESOLUTION NO. 2093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND CONTRACTS FOR THE UNDERGROUNDING OF TELEPHONE AND ELECTRICAL FACILITIES ALONG LAKE WASHINGTON BOULEVARD AND LAKE STREET SOUTH (SR 901) BETWEEN N.E. 38TH PLACE AND SECOND AVENUE SOUTH.

BE IT RESOLVED by the City Council of the City of Kirkland as follows:

WHEREAS, the City of Kirkland has by Local Improvement District creation determined to convert the telephone and electrical facilities along Lake Washington Boulevard and Lake Street South (SR 901) to underground, with all conversion work to be done in coordination with the State Highway Department improvement project now being constructed by West Coast Construction Company, Inc., under contract with the State Highway Department, and

WHEREAS, in order to accomplish this conversion with a minimum of improvement conflicts and within the time and financial budget available the best efforts and cooperation from all parties is required. For example, the joint use of excavations for state drainage improvements and utility conversion improvements, the coordination of improvement placements and single restorations wherever possible are mandatory, and

WHEREAS, the foregoing necessitates that much of the work which might normally be performed in an underground conversion project by city crews or other contractors for the City be performed in this particular project by the contractor performing the state highway contract, and

WHEREAS, said contractor, West Coast Construction Company, Inc., has agreed to perform said work for a lump sum price of \$87,000., including all excavating and backfilling with trenches and vaults, including select backfill material where required, removal and disposal of existing concrete sidewalks, curbs and driveways along the west side of SR 901,

NOW, THEREFORE:

Section 1. The Mayor is hereby authorized and directed to sign on behalf of the City of Kirkland that certain contract between the City of Kirkland and Puget Sound Power and Light Company for the utility portion of said underground conversion in the amount of \$73,741., copy of which contract is attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The Mayor is further authorized and directed to sign on behalf of the City of Kirkland a contract between the City of Kirkland and West Coast Construction Company, Inc., as contractor for State Highway project SR 901 - Northrup Way to Second South, Kirkland, which contract shall embrace the terms and conditions in regard to the work to be performed by West Coast Construction Company, Inc., for the City of Kirkland as set forth in Exhibit B attached hereto and by this reference incorporated herein (Exhibit B being that certain letter dated May 6, 1971, from the City of Kirkland to West Coast Construction, Inc., and Puget Sound Power and Light Company.

PASSED by majority vote of the Kirkland City Council in regular meeting on May 17, 1971.

William E. Woods
Mayor

Attest:

Tom P. Anderson
Director of Administration and Finance
(ex officio City Clerk)

AGREEMENT

THIS AGREEMENT made this 17th day of May, 1971
by and between the City of Kirkland, a municipal corporation ("City"
herein), and PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation
("Puget" herein).

RECITALS

A. Puget is a public service company engaged in the sale and
distribution of electric energy and, pursuant to its franchise from City,
presently distributes electric energy within the City through an overhead
distribution system owned by Puget. Said service includes the following
areas:

North along centerline of Lake Washington Boulevard from
intersection with N. E. 38th Place to intersection of
2nd Avenue South all within the City of Kirkland.

Said areas are herein sometimes referred to collectively as the "Conversion
Area" which is more specifically identified and outlined in red on the map
attached hereto as Exhibit "A" which is hereby made a part hereof.

B. The said portions of the streets in the Conversion Area are
arterial streets which The City projects will carry an average of 10,000
vehicles or more per day within a reasonable time.

C. Because of said traffic load The City has planned a street
widening project in the Conversion Area involving the addition of at least

one full lane for vehicular traffic on the said portions of the described streets which street widening project necessitates the relocation of Puget's overhead distribution facilities.

D. City has proposed that such relocation electrical facilities be installed underground by Puget in accordance with the provisions of Puget's filed Tariff Schedule 71 relating to conversions from overhead to underground distribution service for commercial areas.

The parties agree as follows:

AGREEMENTS

1. Puget shall furnish and install within the Conversion Area, in accordance with its standard specifications, an underground electric distribution system exclusive of underground service lines extending from service connections of structures to the property lines of owners of real property adjacent to the public street in which said underground distribution system is located. Said underground distribution system is herein referred to as the "Main Distribution System."

2. Puget shall remove the existing overhead electric distribution system including poles and wires after all property owners to be served by the Main Distribution System have connected their service to the Main Distribution System and after the removal of the facilities of any other utilities which may be connected to the poles of said overhead system or as otherwise directed by the City. City acknowledges the necessity of having the existing overhead system remain in its present location until removal of the same can be accomplished pursuant to the foregoing provisions.

3. City shall provide at its cost and expense the following throughout the Conversion Area:

- a. Breakup of all streets and sidewalks.
- b. All trench, excavation, backfill and restoration of streets and sidewalks following the installation of the Main Distribution System.

Upon acceptable financial arrangements Puget shall also allow other utilities to use said trench for the installation of their facilities on the condition that any such other facilities do not interfere with the Main Distribution System and upon the further condition that any such other utility agrees to reimburse Puget for any additional costs related to the installation of its facilities in the common trench.

4. After Puget completes its performance of its duties pursuant to paragraph 1 hereof, City shall promptly pay Puget the amount (\$73,741.00) Seventy Three Thousand Seven Hundred Forty-One Dollars as full payment. However, as Puget completes portions of the project, interim payments will be requested equal to the percentage of the work completed, with 90% to be paid when Underground Distribution System is energized. The remaining 10% to be paid when the overhead lines have been removed.

5. From the foregoing, the amount payable by the City is computed in accordance with Puget's filed Tariff Schedule 71 plus telephone costs as follows:

- a. Centerline footage over length of project - - - 10,712 feet.

b.	10,712 feet X \$4.50 per foot - - -	\$48,204.00
c.	Telephone cost - - - - -	<u>\$25,537.00</u>
	TOTAL	\$73,741.00

6. The Main Distribution System shall at all times be owned and maintained by Puget.

7. Upon the application of an owner or occupant of real property adjacent to the public street in which the Main Distribution System is located, Puget will provide an underground service line from the service connection of any structure to the property line adjacent to said public street on the following terms:

Said owner or occupant shall agree to:

- a. Pay to Puget the cost of the required service cable.
- b. Provide a trench to Puget's specifications and backfill the trench following the installation of said underground service.
- c. Make necessary changes in service entrance equipment to accept said underground service.

City shall notify all such owners or occupants of the foregoing conditions for obtaining permanent electric service and shall, by ordinance or otherwise, provide for the disconnection of the present overhead electric service from such properties.

8. It is recognized that Puget's Tariff Schedule 71 provides that the owners of real property to be served by the Main Distribution System shall, at their expense, provide space for all underground electrical facilities which must be located on privately owned property and that said

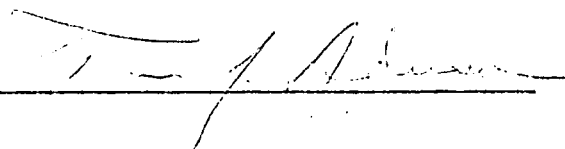
City shall assume responsibility for the procurement of such space and such easements as may reasonably be required by Puget, provided, however, that Puget shall initially use its best efforts to obtain the same without the intervention of City.

9. City shall be responsible for coordinating the installation of all aspects of the street widening project and shall give Puget reasonable prior notice as to when the Main Distribution System may be installed with a minimum of interference from the installation of other improvements. Puget shall not be required to install the Main Distribution System until the area in which said system is to be installed has been established to grade.

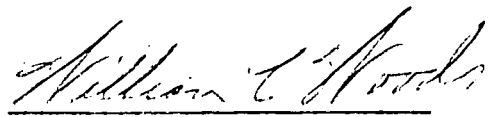
10. Puget shall use reasonable diligence in meeting its obligations hereunder, but shall not be liable for any delays resulting from circumstances beyond its control.

EXECUTED as of the date first above written.

ATTEST:

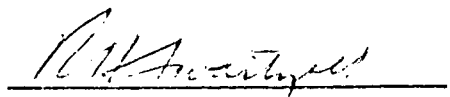


ITS: _____

BY: 

ITS: _____

PUGET SOUND POWER & LIGHT COMPANY

BY: 

R. H. SWARTZELL
ITS: _____ DIRECTOR OF RATES & CONTRACTS

Exhibit B

May 6, 1971

West Coast Construction Co., Inc.
835 N.W. 48th Street
Seattle, Washington 98107

Puget Sound Power and Light Company
Bellevue,
Washington

Re: LID No. 105 - Conversion of Utility
Facilities to Underground - SR 901
Between Northrup Way and 2nd South,
Kirkland

Gentlemen:

The City of Kirkland by Local Improvement District creation has determined to convert the telephone and electrical facilities along Lake Washington Boulevard and Lake Street South (SR 901) to underground, with all work to be done in coordination with the State Highway Department Improvement project now being constructed by West Coast Construction Company, Inc., under contract with the State Highway Department.

In order for this conversion to be accomplished with a minimum of improvement conflicts, and within the time and financial budgets available, the best efforts and cooperation from all parties is required. For example, the joint use of excavations for State drainage improvements and utility conversion improvements, the coordination of improvement placements and single restorations wherever possible, are mandatory.

The foregoing necessitates that much of the work which might normally be performed in an underground conversion project by City crews or other contractors be performed in this particular project, by the contractor performing the State Highway contract.

It is the intent of the City of Kirkland and all of the undersigned, that as soon as such can be prepared and approved, a contract for utility facility conversion shall be entered into by all of said undersigned, to embrace the following terms and conditions:

EXHIBIT B

1) A basic lump sum contract for \$160,741. between the City of Kirkland and Puget Sound Power and Light for conversion of utility facilities within Local Improvement District No. 105, with overall supervision and coordination to be performed by Puget Sound Power and Light.

2) Actual work under the contract be performed in accordance with the drawings and specifications herein identified as Drawing 2031.2121, sheets 1 through 5, prepared by Puget Sound Power and Light Company, as modified by General Telephone Company in relation to telephone line conversion, and as modified by West Coast Construction Company, Inc., to indicate where joint and separate trenching is possible. Said drawings being specifically those drawings displayed by West Coast Construction Company, Inc., at the joint meeting held at the Highway Department office, 10506 N.E. 4th, Bellevue, Washington, on May 4, 1971.

3) Division of work:

(a) West Coast Construction Company, Inc., (acting either as a sub-contractor for Puget Sound Power and Light, or as a joint contractor therewith) to do all excavating and back-filling for trenches and vaults, including select back-fill material where required, removal and disposal of existing concrete sidewalks, curbs and driveways from Highway Stations 147+50 to Station 210+50 on the west side of SP 901, for a lump sum of \$87,000., subject to the following:

1) Expense of surface restoration in all cases where restoration is required under the existing contract between the State Highway Department and West Coast Construction Company, shall be charged to the Highway Department contract. A list of non-Highway required restoration together with an estimate of cost thereof, which were not included within the lump sum proposal presented by West Coast Construction Company, Inc., by letter dated May 5, 1971, will be submitted to the City of Kirkland and the determination of payment of such restoration cost shall be made and responsibility therefor, set forth in the contract as finally drafted.

2) Engineering layout and horizontal control for trenches and vaults shall be furnished by Puget Sound Power and Light, and vertical control for trenches and vaults shall be determined

and furnished by the State Highway Department, all to be coordinated by Puget Sound Power and Light.

3) Saw cutting of driveways between State Highway Stations 147+50 and 210+50 along the west side of SR 901 to be done by the City of Kirkland. Saw cutting defined as being one saw cut across the driveway as an extension of the westerly edge of adjoining sidewalks.

4) The following is a schedule of unit prices for designed additions or deletions of trenches or vault excavations from those appearing on the drawings hereinbefore referred to:

Trench or Vault	Price
18" x 36" Trench, telephone only	\$2.50 per ft.
18" x 42" Trench combined	3.00 per ft.
18" x 50" Trench combined	3.90 per ft.
Road Crossings	5.70 per ft.
4484 Vault	360.00 each
506 & 644 Vault	165.00 each
444 Vault	110.00 each
660 Vault	175.00 each

5) Compensation for special shoring and dewatering for a vault excavation at the rate of \$100. per day (one day minimum charge), and for any additional costs resulting from the existence of unknown buried objects shall be determined on the basis of the specifications relating thereto, in the existing contract between West Coast Construction Company, Inc., and the State Highway Department.

6) Barricades for trenches and vault excavations where not required to be furnished by West Coast Construction Company, Inc., under their contract with the State Highway Department, shall be furnished by the party hereto actually working in said excavation or vault, or by the City of Kirkland.

7) The cost of replacement of any improvements which were constructed as a part of the State Highway project prior to May 10, 1971, that have to be removed as a result of the undergrounding project, shall be born by the City of Kirkland,

provided that a list of such improvements and the cost of replacement, is provided by West Coast Construction Company, Inc., to the City of Kirkland prior to the signing of the final contract for which this letter serves as a statement of intent. The cost of replacement of any improvements constructed as a part of the State Highway project where the completion of such construction occurs after May 10, 1971, shall be born by the party hereto whose delay in performance or coordination resulted in the requirement that such improvement be removed. The lump sum price set forth in regard to the portion of the underground conversion project to be performed by West Coast Construction Company does not include sales tax. It is the opinion of the City of Kirkland that the only portion of such work to be performed by West Coast Construction Company, Inc., which may be subject to sale or compensating use tax would be select back-fill. The balance of said work falling within the exemption under State Revenue Administrative Rule 171.

(b) The balance of the conversion work in relation to conversion of telephone utility facilities shall be performed by General Telephone Company for a lump sum price of \$25,537.

(c) The balance of the conversion work and contract shall be performed by Puget Sound Power and Light Company for a lump sum amount of \$48,204.

4) The contractor parties hereto shall be entitled to progress payments for the percentage of work performed upon the same progress payment schedule as is established in the contract existing between West Coast Construction Company, Inc., and the State Highway Department, subject, however, to the retained percentage requirements imposed upon municipalities by State Law.

5) Labor Disputes: Any loss, disturbance or disruption in time schedule caused by any labor dispute, including jurisdictional disputes, if any, growing out of or resulting from work performed by West Coast Construction Company, Inc., on the conversion to underground project, shall, as between all of the parties hereto, be assumed by West Coast Construction Company, Inc. West Coast Construction Company, will, at its own expense, and to the satisfaction of Puget Sound Power and Light, obtain any Union clearances relating to job or Union jurisdiction.

6) Except as they may be specifically modified in the contract for which this document serves as a letter of intent, the standard specifications for municipal public works, a copy of which is on file with the City of Kirkland, shall be a part of the general conditions of this contract. All work to be performed in accordance with the specifications and general conditions herein referred to and all laws, regulations and ordinances of a general or special nature relating to, or applicable to this project, including Federal, State and local laws and ordinances.

7) It is anticipated that the contract or contracts contemplated by this letter of intent for conversion of utility facilities to underground, shall be signed by all parties hereto, and presented to the City Council for the City of Kirkland for its approval at the City Council's next regular meeting on May 17, 1971.

8) Performance Bonds and Insurance: The laws governing public improvements require the filing with the City of certain insurance certificates and faithful performance bonds. Notwithstanding the fact that Puget Sound Power and Light may appear as the General Contractor to the City of Kirkland, as to this project, the bond and insurance requirements as to each party hereto shall be measured by the compensation and work divisions set forth in Paragraph 3 above.

CITY OF KIRKLAND

By: _____

Arthur E. Knutson
Director of Public Services

The foregoing letter of intent has been read and approved by:

PUGET SOUND POWER AND LIGHT

By _____

WEST COAST CONSTRUCTION COMPANY, INC.

By _____

GENERAL TELEPHONE & ELECTRONICS CO.

By _____

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Although not a designated "party hereto" the foregoing letter of intent as signed by said parties has been submitted to us for information and concurrence, which is indicated by our following signatures:

WASHINGTON STATE DEPARTMENT OF HIGHWAYS

By _____