

RESOLUTION NO. 344

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING THE CITY OF UNIVERSITY PLACE CITY MANAGER TO ENTER INTO A LETTER OF AGREEMENT WITH TACOMA POWER REGARDING UNDERGROUNDING UTILITIES ON 64TH STREET WEST

WHEREAS, the City as part of its Six Year Transportation Improvement Plan, is constructing a road improvement project to install sidewalks, storm drainage landscaping and other related improvements along 64th Street West between Grandview Drive West to Chambers Creek Road; and

WHEREAS, the City is desirous of converting the existing overhead utilities to an underground system along this section of the Grandview/64th Street "Parkway"; and

WHEREAS, Tacoma Power is willing to construct the underground conversion as part of the road project; and

WHEREAS, Pierce County wants the utilities placed underground adjacent to the Chambers Creek Properties and has agreed to fund the underground conversion as their portion of the road project; and

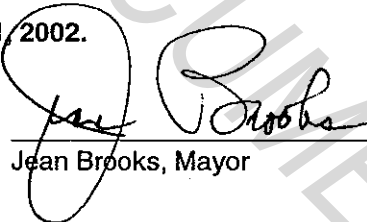
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. City Manager or his designee is authorized and directed to execute on behalf of the City a letter of agreement regarding underground conversion on 64TH street West between Grandview and Chambers Creek Road.

Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

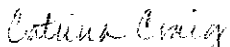
Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE CITY COUNCIL ON April 1, 2002.



Jean Brooks, Mayor

ATTEST:



Catrina Craig, City Clerk



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

LETTER OF AGREEMENT

March 20, 2002

City of University Place
Mr. Stephen Sugg, P.E.
Public Works Director
3715 Bridgeport Way West
University Place, WA 98466

MAR 22 2002

Dear Mr. Sugg,

Subject: Underground Conversion of the Electrical System
64th Street West – Grandview to Chambers Creek Road

This letter is for your review, signature and return to this office. This letter of agreement will establish costs and scope of work for the underground conversion of Tacoma Power's facilities in conjunction with the City of University Place (hereinafter the "City") road improvements on 64th Street West from Grandview Drive West to Chambers Creek Road West.

Tacoma Power is willing to provide a cost estimate for the placement of street light conduit and for Clearing and Grubbing work for the City on a separate agreement.

PROJECT PROPOSAL

At the request of the City of University Place ("City"), the City of Tacoma, Department of Public Utilities, Light Division ("Tacoma Power") agrees to replace existing overhead electrical facilities in conjunction with the City road improvements on 64th Street West from Grandview Drive West to Chambers Creek Road West ("project area"), with an operationally equivalent underground electrical system. This underground conversion applies only to Tacoma Power electrical and data facilities of 15,000 volts or less and is subject to availability of required equipment, labor, and materials. This letter of agreement shall not supersede the current franchise between the City and Tacoma Power and shall be valid for 90 days from the date of first signature.

CONSTRUCTION RESPONSIBILITIES

Tacoma Power will design and install an underground electrical distribution system within the project area. Installation will include, but not be limited to, power conduits, data conduits, power vaults, data vaults, power cables, transformers, power switchgear, and other electrical equipment required to meet Tacoma Power's design, operation, and construction standards.

Following installation of the underground system, conversion of all customer electric services to underground, and removal of all other utilities attached to poles, Tacoma Power will remove all its wholly owned poles in the project area. This excludes poles for electrical facilities greater than 15,000 volts. The City shall coordinate removal of poles owned by other entities.

Typically the City or its contractor will provide all clearing, grubbing, and grading work within the project area prior to Tacoma Power beginning its construction to prevent unnecessary delays. Within the bounds of this project no clearing and grubbing needs are anticipated. If any is needed the costs for such clearing, grubbing, and grading work will be entirely borne by the City. Any restoration work performed by Tacoma Power to complete these tasks will only be temporary in nature. Tacoma Power shall provide all trenching work deemed necessary for the project. This may include limited surveying for trench and vault alignments and grades, trenching for conduit between Tacoma Power owned structures, vault excavation, flagging, backfill with material as specified by the City, and compacted as specified by the City. Final restoration, including asphalt, concrete, and landscaping work, shall be the responsibility of the City.

All customers within the project area shall take electrical service underground following completion of the project. Alternatively, overhead services may be maintained to serve existing customers, through the use of service poles, with the City's concurrence. The City shall be responsible for directing all such customers who require changes to their electrical service entrance equipment to receive new underground service. This will include trenching for service conduit and cable. The City must obtain a permit from Tacoma Power's electrical inspection department for any changes to customer service entrance equipment. No costs for service entrance changes or underground service conduit and cable will be borne by Tacoma Power.

The City and/or its contractor shall coordinate all activities and schedules associated with the project. Tacoma Power estimates its total construction time to be 60 working days. Working days are Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding ten holidays. Prior to Tacoma Power commencing construction, the City shall provide adequate survey control points along the length of the project for Tacoma Power's horizontal and vertical surveying needs. Required horizontal control shall include construction alignment staking of the centerline, Point of Curvature (PC), Point of Tangency (PT), Point of Intersection (PI), and angle points with centerline staked every 100 feet on tangents and every 25 feet on curves, including vertical curves. Vertical control shall include elevations of the staked centerline control with cross section details at proposed vault locations. The project plans shall include details of easement and/or right-of-way limits as they relate to the staked construction alignment. The construction time is subject to change based upon unforeseen circumstances or project staging decisions made during construction by the City, its contractor, and Tacoma Power that are intended to benefit all parties. A formal change order proposal system, consistent with the attached model Request for Information and Change Order Proposal forms, shall be used to ensure clarity in the design and construction process.

All fill material will be approved and specified by the City, either relocated native or select.

Tacoma will dispose of all waste material and excess soil. This material will be hauled to a commercial disposal site unless otherwise directed by the City.

RESTORATION

Most areas will be left as bare soil. Crushed rock surfacing will be placed in potential parking areas if deemed necessary to stabilize and/or prevent erosion.

Road crossings will be backfilled with crushed rock and compacted to meet City requirements.

Mr. Stephen Sugg, PE
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Asphalted areas that will become traffic areas immediately following Tacoma's effort (generally driveways and road crossings) will be restored with cold patch. Tacoma Power will maintain the cold patch as long as we are actively working in the project area.

Existing asphalted areas that can be closed off to traffic immediately following Tacoma Power's effort (generally parking areas) will not be resurfaced.

No concrete will be placed.

Tacoma will perform additional restoration necessary to mitigate detrimental impacts to businesses in the area. If Tacoma believes a landowner's request to be excessive, the City will be consulted prior to committing to such work.

PROPERTY RIGHTS

Adequate legal property rights are required for all facilities installed by Tacoma Power. Tacoma Power has no requirements for any additional easements on this project at this time. All necessary easements have been obtained.

PAYMENT

The City shall be responsible for 50% of the total costs of this underground conversion project, including removal of overhead facilities and joint trench allocations. The project is estimated to cost \$302,500, as detailed in Attachment I. Realizing that this is a cooperative effort between the two parties, with no intended profits or windfalls, the final billing and cost to be paid by the City will reflect all actual charges accumulated against the project.

Charges for the joint trench will be allocated based on the number of joint trench partners placing facilities in sections of the project. The joint trench allocation will be based on \$15/Ft. for all longitudinal trenches and \$60/Ft. for all crossing trenches. Crossings are defined as trench that cross existing paved city right of way roadways.

Payment arrangements will be by mutual agreement between the City and Tacoma Power. Tacoma Power shall provide monthly invoices for expenses incurred on the project for the prior month, see Attachment II. The City shall make payments within 30 days of receipt of the invoice. Interest shall accrue at a rate of 1% per month for payments delinquent 30 days or more. Disputes of billing amounts will be brought to the attention of both parties within 30 days of receipt the invoice.

INDEMNITY

Tacoma Power agrees to indemnify, hold harmless and defend the City from and against all claims for damages, awards, litigation, settlements, of any kind, including personal injury and death of Tacoma Power's employees, Tacoma Power's contractor's employees, and third

persons that arise or are caused due to the negligence of Tacoma Power or its contractor. In this regard Tacoma Power acknowledges that it is waiving immunity granted by Title 51 RCW, the Industrial Insurance law, and also agrees that this provision has been mutually negotiated.


The City agrees to indemnify, hold harmless and defend Tacoma Power from and against all claims for damages, awards, litigation, settlements, of any kind, including personal injury and death of the City's employees, City's contractor's employees, and third persons that arise or are caused due to the negligence of the City or its contractor. In this regard the City acknowledges that it is waiving immunity granted by Title 51 RCW, the Industrial Insurance law, and also agrees that this provision has been mutually negotiated.

These mutual indemnification provisions are for the sole benefit of the parties hereto, and are not intended to create, and shall not be determined to create a right of action by any employee of a party hereto against such party.

Executed on the dates written below.

APPROVED:


TACOMA POWER

By: 
Thad Glassy, Supervisor
Construction Engineering

Address: 3628 South 35th Street
Tacoma, WA 98409-3192

Date: 4/19/02

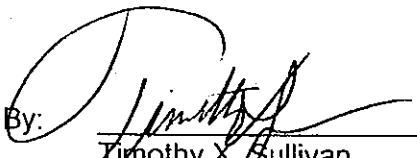
CITY OF UNIVERSITY PLACE


By: 
Robert Jean
City Manager

Address: 3715 Bridgeport Way West
University Place, WA 98466-1816

Date: 4/15/02

Approved as to form:

By: 
Timothy X. Sullivan
City Attorney

By: 
Catrina Craig
City Clerk

CHANGE ORDER PROPOSAL (COP)
TACOMA POWER

Project Name: _____ Date: _____

COP No. _____

Requestor Name: _____ Ref No. _____
(Request for Information)

TITLE: _____

Scope of Change Order/Work: _____ (Attach Request for Information when applicable)

Sketch Attached Drawing Attached Additional Pages Attached

Project Cost Impact _____

Construction Schedule Impact _____

Submitted by: _____
Requestor

Approved Disapproved Resubmit

Comment:

Responder Date _____

REQUEST FOR INFORMATION (RFI)
TACOMA POWER

This form is to be used when one party feels the scope of work needs clarification or when the requestor needs information from the responder.

Project Name: _____ Date: _____

RFI No. _____

Requestor Name: _____

TITLE: _____

Information Requested:

- Sketch Attached Drawing Attached Additional Pages Attached

Submitted by: _____ Date: _____

Response:

- Sketch Attached Drawing Attached Additional Pages Attached

Reply by: _____ Date: _____

If the request does not impact project cost or schedule, the RFI form shall be sufficient for response. A COP form shall be used if there are project cost or schedule impacts.

Attachment I

**Project Estimate:
(64th Street West – Grandview to Chambers Creek Road West)**

Date: March 20, 2002

	Estimated Total
Engineering	
Engineering, Drafting, Staking	\$25,000.00
Conduit and Vault installation	
Material	\$35,000.00
Labor and Equipment	\$84,000.00
Contract Services*	\$5,000.00
Pad-mounted Equipment and Cable Installation	
Material	\$70,000.00
Labor and Equipment	\$61,000.00
Contract Services*	\$2,000.00
Overhead Reconfiguration	
Material	\$2,000.00
Labor and Equipment	\$6,000.00
Contract Services*	\$500.00
Overhead Removal	
Material	\$1,000.00
Labor and Equipment	\$10,000.00
Contract Services*	\$1,000.00
Total	\$302,500.00

* Includes concrete cutting, disposal, backfill, patching/restoration costs, sanitation, barricades, etc.

Attachment II

STATEMENT

Project: Main Street, First to Third Sidewalks

Billing No: 2

Date: October 5, 2001

This billing represents charges that have been posted to Tacoma Powers accounting system as of September 10, 2001.

	This Billing	Previous Billings	Total Billings	Estimated Total	Approx % Complete
Engineering					
Engineering, Drafting, Survey	\$2,500.00	\$12,000.00	\$14,500.00	\$25,000.00	75%
Conduit and Vault installation					
Material	\$52,000.00	\$40,000.00	\$92,000.00	\$150,000.00	65%
Labor and Equipment	\$20,000.00	\$15,000.00	\$35,000.00	\$140,000.00	30%
Contract Services*	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
Padmounted Equipment and Cable Installation					
Material	\$0.00	\$0.00	\$0.00	\$60,000.00	0%
Labor and Equipment	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
Contract Services*	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
Overhead Reconfiguration					
Material	\$0.00	\$4,000.00	\$4,000.00	\$10,000.00	40%
Labor and Equipment	\$5,000.00	\$800.00	\$5,800.00	\$20,000.00	30%
Contract Services*	\$0.00	\$0.00	\$0.00	\$500.00	0%
Overhead Removal					
Material	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
Labor and Equipment	\$0.00	\$0.00	\$0.00	\$40,000.00	0%
Contract Services*	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
Total	\$29,500.00	\$71,800.00	\$101,300.00	\$559,500.00	

* Includes concrete cutting, disposal, backfill, patching/restoration, sanitation, barricades, etc

Previous Billings	\$71,800.00
Payments to date	\$71,800.00
This Billing	\$29,500.00
Interest	\$0.00
Balance Due	\$29,500.00

Past Due 30 days 60 days 90 days > 90 days

Amount
Interest