

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works/Engineering & Construction Division / Project Management

DATE: May 8, 2018

REQUESTED ACTION: Authorize the Interim County Manager to sign agreements with CenturyLink for communications infrastructure work related to the NE 119th Street East (NE 87th Avenue - NE 112th Avenue) road improvement project. Project #: 342422.

Consent Hearing County Manager

BACKGROUND

This project will improve a section of Northeast 119th Street, from Northeast 87th Avenue to Northeast 112th Avenue, to a four-lane minor arterial with center turn lane and median, bicycle lanes and sidewalks. New utility infrastructure and relocations are included in this project.

Public Works routinely partners with utilities to install new or upgraded lines or to relocate lines that conflict with road improvements. Designers try to minimize utility relocations, but it is not always possible to avoid conflicts, especially in crowded utility corridors.

This project proposes agreements with CenturyLink to upgrade services in the corridor, as well as relocate communication lines and vaults in conflict with road construction. CenturyLink will contract for and manage this work. Some communication lines being relocated are in CenturyLink easements, so the county is responsible for these relocation expenses. The total estimated expenses to be paid by Clark County are \$561,681.00.

COUNCIL POLICY IMPLICATIONS

None. This project supports the council's policy of investing in the county road system and providing safe and efficient transportation systems for all county residents.

ADMINISTRATIVE POLICY IMPLICATIONS

None. The project is included in the 2018-2023 Transportation Improvement Program, 2018 Annual Construction Program (No. 4) and the 2017/2018 Biennium Budget.

COMMUNITY OUTREACH

Public Works will send a pre-construction mailer to residents and property owners in and near the construction zone providing details about the upcoming work.

BUDGET IMPLICATIONS

YES	NO	
✓		Action falls within existing budget capacity.
	✓	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	✓	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

PW18-069

BUDGET DETAILS: Total project construction cost = \$12,740,810

Local Fund Dollar Amount	\$ 1,183,760
State Grant: TIB	\$ 4,000,000
Federal Grant: STP	\$ 3,100,000
Utility Partner -Reimbursable	\$ 2,151,050
Transportation Impact Fees	\$ 2,306,000
Account	County Road Fund 1012

DISTRIBUTION:

Council staff will post all staff reports to the county website, www.clark.wa.gov/the-grid.

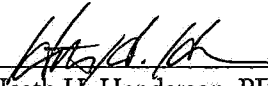
Please return the signed utility agreements to Public Works Engineering and Construction Division, attention Penny Monett (ext. 4876).

Attachments:

- Utility agreements, CenturyLink communications
- Vicinity map

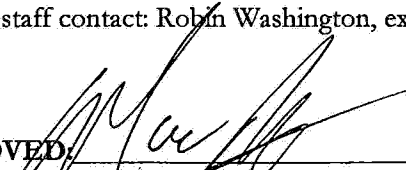


Tom Grange, PE
Engineering and Construction Division Manager




Heath H. Henderson, PE
Public Works Director/County Engineer

Primary staff contact: Robin Washington, ext. 4572



APPROVED:
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL



APPROVED:
Jim Rumpeltes, Interim County Manager

DATE: 5-8-18

DATE: _____

SR# 93-18





4/11/2018

Clark County Public Works
Attn: Robin Washington
PO Box 9810
Vancouver, WA 98666

Re: VANCOUVER, WA

BAN Number N349365

Robin Washington,

Please review the attached Special Construction Proposal. If acceptable, return a signed copy and a form of payment for the total charges in the amount of \$17,648.50. Please note, your job will not be scheduled until we are in receipt of the above.

Send all documents and payments to:

CenturyLink Asset Accounting - BART
700 W Mineral Ave
Room NM P29.34
Littleton, CO 80120

Documents to include:

- Signed Proposal
- Payment

After we have received the above from you, we will return one fully executed copy for your records. The fully executed Special Construction Proposal will constitute the agreement between you and Centurylink for the Work. **NO ADDITIONAL TERMS AND CONDITIONS WILL BE ACCEPTED.**

Checks should be made payable to CenturyLink. If you are providing a Purchase Order as a form of payment, please sign, date and return the Purchase Order for the amount of \$17,648.50. Please note that any terms and conditions set forth on a Purchase Order will not become part of the agreement for the Work, which is governed solely by the Special Construction Proposal. If you are interested in an electronic payment option, Electronic Funds Transfer (EFT) is available and instructions will be provided to you upon request. CenturyLink is unable to accept credit card payments for Special Construction projects.

Any questions regarding the scheduling of the work to be performed or decisions to cancel the work, please contact CenturyLink representative, Susan Grenier at +13606993529.

Asset Accounting Operations
Email: sconstr@CenturyLink.com
720-578-8671
303-707-9971 fax

enclosures

Special Construction ProposalDate: 4/11/2018

Billing Address:

Work Location:

Customer: Clark County Public WorksNE 119th St EastAttention: Robin WashingtonCounty CLARKPO Box 9810VANCOUVER, WAVancouver, WA 98666

This Special Construction Proposal ("Proposal") is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs and/or rates and services schedules on file with the applicable regulatory authorities. Description and/or specifications of work, along with the bill amount, of work to be performed by an operating affiliate of CenturyLink, Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

This job captures the cost to place 2-MH's on the east side of the railroad tracks and 60' of structure between the two to facilitate the cutover of the west side of the project. The wirecenter boundary for CTL is west of the tracks and work on the east side is required to complete the cutover of the west side. This work will stub out 2-ducts from the new MH on the north side of NE 119th St to the east to pick up on the east side structure job. 3-1.25" inner ducts and a locate wire will be pulled into this structure for future fiber.

Advance Payment (required before work begins): \$17,648.50**Total Charges: Seventeen Thousand Six Hundred Forty-Eight Dollars and 50/100**

This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs and/or rates and services schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties. In no event will the terms and conditions of another document, including but not limited to a purchase order, be construed to in any way govern the Work or otherwise bind the parties to this Proposal. The parties acknowledge and agree that the terms and conditions set forth in this Proposal and the applicable tariffs and/or applicable rates and services schedules shall be the only controlling terms and conditions binding the parties for the Work and that commencement of Work by CenturyLink is conditioned upon agreement in writing to these terms.

For the Work performed hereunder, Customer will be responsible for the above charges only, unless (i) the above-stated amount is expressed as an estimate; (ii) otherwise stated above; or (iii) a change order is signed by both parties. All charges shall be paid prior to commencement of the Work ("Advance Payment") unless an alternative payment method is set forth above. All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, and notwithstanding the foregoing, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including, without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

For Governmental Customers only, CenturyLink will submit an invoice of charges upon completion of the Work, payable within forty five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.

CenturyLink

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____

Customer

Authorized Signature: Kathleen OttoName Printed/Typed: Kathleen OttoTitle: Deputy City Mgr. / HR Dir.Date: 5/8/18



3/20/2018

Clark County Public Works
Attn: Robin Washinton
PO Box 9810
Vancouver, WA 98666

Re: VANCOUVER, WA

BAN Number N249083

Robin Washinton,

Please review the attached Special Construction Proposal. If acceptable, return a signed copy and a form of payment for the total charges in the amount of \$44,322.73. Please note, your job will not be scheduled until we are in receipt of the above.

Send all documents and payments to:

CenturyLink Asset Accounting - BART
700 W Mineral Ave
Room NM P29.34
Littleton, CO 80120

Documents to include:

- Signed Proposal
- Payment

After we have received the above from you, we will return one fully executed copy for your records. The fully executed Special Construction Proposal will constitute the agreement between you and Centurylink for the Work. **NO ADDITIONAL TERMS AND CONDITIONS WILL BE ACCEPTED.**

Checks should be made payable to CenturyLink. If you are providing a Purchase Order as a form of payment, please sign, date and return the Purchase Order for the amount of \$44,322.73. Please note that any terms and conditions set forth on a Purchase Order will not become part of the agreement for the Work, which is governed solely by the Special Construction Proposal. If you are interested in an electronic payment option, Electronic Funds Transfer (EFT) is available and instructions will be provided to you upon request. CenturyLink is unable to accept credit card payments for Special Construction projects.

Any questions regarding the scheduling of the work to be performed or decisions to cancel the work, please contact CenturyLink representative, Susan Grenier at +13606993529.

Asset Accounting Operations
Email: sconstr@CenturyLink.com
720-578-8671
303-707-9971 fax

enclosures

Special Construction Proposal

Date: <u>3/20/2018</u>	
Billing Address:	Work Location:
Customer: <u>Clark County Public Works</u>	<u>NE 119th St Relocation Project between station 196+</u>
Attention: <u>Robin Washinton</u>	<u>County CLARK</u>
<u>PO Box 9810</u>	<u>VANCOUVER, WA</u>
<u>Vancouver, WA 98666</u>	

This Special Construction Proposal ("Proposal") is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs and/or rates and services schedules on file with the applicable regulatory authorities. Description and/or specifications of work, along with the bill amount, of work to be performed by an operating affiliate of CenturyLink, Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

This estimate is to replace 2-144 fibers in new duct structure built on N.319989 (8470'). The estimate includes labor and material to cutover service from the old to the new fiber. The estimate also includes removing the (2) dead fiber cables and 1 handhole. The estimate does not include tax.

Advance Payment (required before work begins): \$44,322.73

Total Charges: Forty-Four Thousand Three Hundred Twenty-Two Dollars and 73/100

This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs and/or rates and services schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties. In no event will the terms and conditions of another document, including but not limited to a purchase order, be construed to in any way govern the Work or otherwise bind the parties to this Proposal. The parties acknowledge and agree that the terms and conditions set forth in this Proposal and the applicable tariffs and/or applicable rates and services schedules shall be the only controlling terms and conditions binding the parties for the Work and that commencement of Work by CenturyLink is conditioned upon agreement in writing to these terms.

For the Work performed hereunder, Customer will be responsible for the above charges only, unless (i) the above-stated amount is expressed as an estimate; (ii) otherwise stated above; or (iii) a change order is signed by both parties. All charges shall be paid prior to commencement of the Work ("Advance Payment") unless an alternative payment method is set forth above. All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, and notwithstanding the foregoing, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including, without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

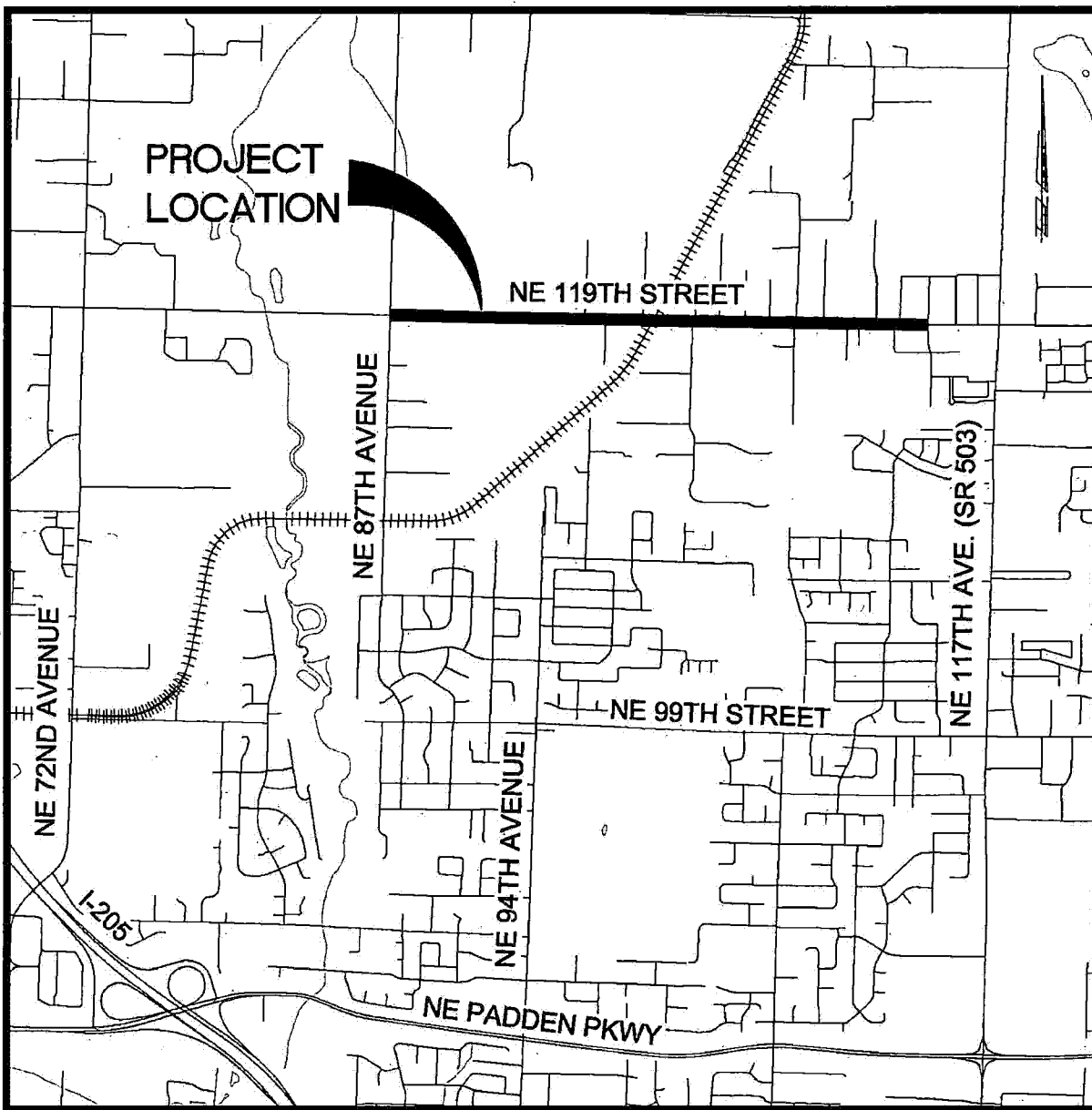
For Governmental Customers only, CenturyLink will submit an invoice of charges upon completion of the Work, payable within forty five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.

CenturyLink
Authorized Signature: _____
Name Printed/Typed: _____
Title: _____
Date: _____

Customer
Authorized Signature: Kathleen Oth
Name Printed/Typed: Kathleen Oth
Title: Deputy City Mgr. / HR Dir.
Date: 5/8/18



**Department of Public Works
Engineering & Construction Division
Project Title: NE 119th Street East
(NE 87th Avenue to NE 112th Avenue)
CRP#: 342422**



Vicinity Map