

CITY COUNCIL MEETING

City of

The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.

**April 12, 2011
7:00 P.M.**



AGENDA

"Where Dreams Can Soar"

Website: www.ci.bonney-lake.wa.us

SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: *If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address such items on the "Consent Agenda" should do so during the "Citizen Comments" portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before taking action. Please look for the sign-up sheets near the Council Chamber doorway. (See Item II B. for Citizen Comments on other items of City business.)*

I. CALL TO ORDER – Mayor Neil Johnson, Jr.

A. Flag Salute – Mayor Neil Johnson, Jr.

B. Roll Call:

Elected Officials: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember James Rackley.

[Management Staff expected to be in attendance: City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director/City Clerk Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.]

C. Announcements, Appointments and Presentations:

- 1. Announcements: None.
- 2. Appointments: AB11-47 – A Motion of the Bonney Lake City Council Appointing the following:
 - a. Design Commission – Debbie Strous-Boyd and Jamie Bendon
 - b. Planning Commission – David Eck and Brad Doll
 - c. Park Board – Fred Jacobsen and Karen Witters and Chauntelle Hellner

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- 3. Presentations:
 - a. Proclamations: Arbor Day and Parks Appreciation

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D. Agenda Modifications:

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the "Consent Agenda" should limit their comments to one minute per item. When recognized by the Mayor, please state your

name and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.

- C. Correspondence: None. [A 1.2]

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee
- B. Community Development Committee
- C. Public Safety Committee
- D. Other Reports

IV. CONSENT AGENDA:

The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

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- A. **Approval of Corrected Minutes:** March 15, 2011 Council Workshop and March 22, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** #60766 thru 60835 (including wire transfer #'s 3032011, 3152011, 3212011, 7192793 & 20110316) in the amount of \$802,810.97; Accounts Payable checks/vouchers #60836 thru 60876 in the amount of \$129,315.00; Accounts Payable checks/vouchers #60877 thru 60898 in the amount of \$2,759.23; Accounts Payable wire transfer #3182011 in the amount of \$42,865.94 for a grand total of \$977,751.14.
- C. **Approval of Payroll:** Payroll for March 1st-15th 2011 for checks **29662-29684** including Direct Deposits and Electronic Transfers in the amount of **\$ 404,900.74**. Payroll for March 16th-31st 2011 for checks **29685-29713** including Direct Deposits and Electronic Transfers in the amount of **\$ 622,626.98**

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- D. **AB11-13 – Resolution 2095** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Comcast To Provide Enterprise Internet Access For A Term Of 36 Months With A Monthly Charge Of \$1,011.50.

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- E. **AB11-43** – A Motion Of The Bonney Lake City Council, Accepting as Complete the TWD Intertie S Prairie Road E Waterline Project Constructed by Mountain West Construction.

V. FINANCE COMMITTEE ISSUES: None

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

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- A. **AB11-38 – Resolution 2111** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring As Surplus The Real Property Located At XXX 181st Ave East, Bonney Lake, WA, Parcel No. 3675000062, With A Current Assessed Value Of \$5,300 And Authorizing The Mayor To Sell Said Parcel By Public Auction Or Through Other Formal Bidding Procedures As Established By BLMC 2.70.100, With A Minimum Bid Of \$2,150.

- IX. EXECUTIVE SESSION:** Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

X. ADJOURNMENT

For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed. THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA

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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Admin Srvc / HT Edvalson	Meeting/Workshop Date: 12 April 2011	Agenda Bill Number: AB11-47
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor:

Agenda Subject: Appointment of Board and Commission Members

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing Debbie Strous-Boyd And Jamie Bendon To The Design Commission; Brad Doll And David Eck To The Planning Commission; And Fred Jacobsen, Karen Witters And Chauntelle Hellner To The Park Board.

Administrative Recommendation: Approve

Background Summary: Bonney Lake Municipal Code provides that appointments to the Design Commission and Planning Commission may be made by the Mayor. Mayor Johnson has traditionally sought Council confirmation of his appointments. BLMC 2.20 requires the Council consent for appointment of Park Board Commissioners. Only the applications for the newly proposed appointees have been included with this agenda bill. Applications for those being reappointed to serve with their Boards or Commissions have not been included.

Attachments:

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: No Impact.			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee Date: 12 April 2011	<i>Approvals:</i>	Yes No
		Chair/Councilmember Dan Swatman	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Jim Rackley	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Mark Hamilton	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent	
		Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 12 April 11	Tabled to Date:

APPROVALS		
Director: <i>HTE</i>	Mayor: <i>NJ</i>	Date Reviewed by City Attorney: N/A (if applicable):

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Proclamation

WHEREAS, 2011 is the 139th anniversary of Arbor Day which is observed throughout the nation and the world; and

WHEREAS, Saturday April 16th has been set aside as the official Arbor Day in the City of Bonney Lake; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for homes, and beauty to our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and renewal.

NOW, THEREFORE, I, Neil Johnson, Jr., Mayor of the City of Bonney Lake, Washington, do hereby proclaim:

Saturday April 16th, 2011
Arbor Day in the City of Bonney Lake

And urge all citizens and property owners to celebrate Arbor Day; and to support efforts to protect our trees and woodlands; and to plant trees to gladden the heart and promote the well-being of this and future generations.

Mayor Neil Johnson

Date

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Proclamation

WHEREAS, Parks, playgrounds, nature trails, open spaces, community and cultural centers, and historic sites make a community attractive and desirable places to live, work, play, and visit and contribute to our ongoing economic vitality; and

WHEREAS, Parks are a place where people can reflect, exercise, play, socialize, and have fun; and

WHEREAS, public parks and open spaces help build a sense of community and are places where everyone is welcome; and

WHEREAS, numerous jurisdictions, cities and organizations, including Bonney Lake, have joined together to create an event that encourages citizens to celebrate the value and enhanced quality of life that parks bring to our communities; and

WHEREAS, Starbucks and many other businesses, benefactors, organizations and donors have provided sponsorships and donations to support this event that will bring citizens together to support their local parks; and

WHEREAS, thousands of citizens throughout Pierce County will volunteer their time to clean-up and beautify parks and open spaces on Saturday, April 16, 2011.

NOW, THEREFORE, I, Neil Johnson, Mayor of the City of Bonney Lake, Pierce County, Washington, proclaim April 16th, 2011 as:

Parks Appreciation Day!

And encourage all citizens to celebrate by participating in this event and assisting to clean up and beautify Bonney Lake's parks, trails, and open spaces.

Dated this 12th day of April, 2011

Mayor Neil Johnson

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COUNCIL WORKSHOP

**March 15, 2011
5:30 p.m.**

MINUTES



“Where Dreams Can Soar”

The City of Bonney Lake’s Mission is to protect the community’s livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.

Website: www.ci.bonney-lake.wa.us

Audio Time Stamp ↓

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd, Bonney Lake.

I. Call to Order: Deputy Mayor Swatman called the Workshop to order at 5:32 p.m.

II. Roll Call: [A1.3]

Administrative Services Director/City Clerk Harwood Edvalson called the roll. Elected officials attending were Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember James Rackley. Mayor Johnson was absent.

[Staff members in attendance were Chief Financial Officer Al Juarez, Police Chief Mike Mitchell, Community Development Director John Vodopich, Planning Manager Heather Stinson, Public Works Engineer John Woodcock, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist Shawn Campbell.]

III. Agenda Items:

5:32:48

A. Council Open Discussion:

Pierce County Regional Council: Councilmember Hamilton said the PCRC is working on amendments to the Countywide Planning Policies. He said they are considering a special designation for a County Urban Growth Area so that municipalities could not annex without first getting permission from the County. Planning Manager Stinson explained the first vote is from the Growth Management Committee they will send their recommendation to the PCRC. The County Council considers the recommendations when they vote on amendments to the Planning Policies. She said the County then sends the County Wide Planning Policies out to the individual jurisdictions to ratify. She said the County Council does not have to use the recommendation of the Growth Management Committee. Councilmember Rackley said last year the PCRC recommended an amendment to require the County to negotiate with cities to incorporate the CUGA into their UGA’s. Councilmember Lewis asked if this amendment would allow the County to block a City from annexing a part of the CUGA. Planning Manager Stinson said they could not completely block it, but can make it harder by invoking jurisdiction and requiring the City to go through the Boundary Review Board. Councilmember Lewis said the CUGA is unique to Pierce County. Deputy Mayor Swatman stated there is only one type of urban growth area under the Growth Management Act. Councilmember Hamilton said the Growth Management Act states the City can choose to annex any UGA area that connects to the City. He said the Growth Management Act states that urban growth belongs to the City. Director Vodopich said the City can file a notice of intent and go through the Boundary Review Board, similar to the process used with

the current annexation. He said if the Pierce County Council approves the amendment it is an appealable action under the State Growth Management Act, and the City could appeal a decision from the Boundary Review Board to the Central Puget Sound Growth Management Hearings Board. Councilmember McKibbin asked if the County has to have contiguous areas designated as UGA. Councilmember Hamilton said he will vote against the amendment as the City of Bonney Lake representative to the PCRC.

Dog Park: Councilmember Hamilton said the trial dog park at Viking Park is a wonderful success. He said the park is always busy, and he is concerned about the parking in the area. He said the City may need to find a larger space with more parking and a larger area for the dogs. Deputy Mayor Swatman said it is very expensive to fence a park and there will be 15 additional parking slots added soon. Councilmember Rackley suggested moving the Dog Park to the WSU forest area.

Shoreline Management Citizens Advisory Committee: Councilmember Carter said the committee has met for the last time and they will submit their recommendations by March 31, 2011.

5:56:15

- B. **Review of Council Minutes:** : March 1, 2011 Council Workshop, March 5, 2011 Special Meeting and March 8, 2011 Council Meeting

Councilmember Hamilton asked that the March 1, 2011 Workshop minutes be amended on p. 2 to say “Alfred”. The corrected minutes were forward to the March 22, 2011 Meeting for Council action.

5:57:19

- C. **Discussion:** (Tabled from 3/8/11) AB11-33 – Resolution 2107 – Purchase Eastown Sewer Easements from West & Caldwell Families.

Councilmember Rackley said he tabled this resolution at the March 8, 2011 Council Meeting due to an incorrect agenda bill. He said the agenda bill indicated that Councilmember McKibbin supported the resolution. He said this resolution completes two key parcels for the sewer extension to Easttown. Councilmember Decker asked Councilmember McKibbin to explain his reason for voting no. Councilmember McKibbin replied he has voted no on Easttown sewers and wanted to remain consistent. Councilmember Decker asked that the resolution be in the Full Council section of the next meeting. Councilmember Hamilton asked if the City was purchasing the easements because the homeowners do not benefit from the sewer line. Councilmember Lewis said that the homeowners could benefit sometime in the future. By consensus, Council moved this item forward to the Full Council section of the March 22, 2011 Council Meeting for action.

6:04:09

- D. **Discussion/Action:** Resolution 2113 – Creating a Steering Committee for the Easttown Subarea Plan Update.

Councilmember McKibbin said he would volunteer to be the chairman of the committee but he would prefer it be called a subcommittee instead of a steering committee. He said he can run the meeting but does not want to steer any decisions. Councilmember Lewis said the meeting would need a strong chairman to keep the meetings productive. Councilmember Hamilton said the committee would report to the full Council in June. Councilmember McKibbin said the committee is looking to

have an open house to keep the forum open to the public. By consensus, Council moved this item forward to the Full Council section of the March 22, 2011 Council Meeting for action.

6:08:45

E. **Discussion/Action:** Easttown ULA Partnership.

Deputy Mayor Swatman said he would like the Council to consider the best direction for Council to go in the future with the Easttown Sewer System. He said he would like to work with one entity instead of individual homeowners, and homeowners could do that by forming an LLC or some other entity. He said it is up to Council to decide what a substantial partnership is. City Engineer Woodcock said the engineering design for the Easttown Lift Station is 30% complete. He said the plan takes the sewer to SR 410, and adds a lift station and a tunnel underneath SR 410. He said the current cost estimate is \$3.5 million. Councilmember Rackley said donated property is not considered an investment. He asked for the City Attorney to explain “substantial” in monetary terms and why donated property is not an investment.

Councilmember Hamilton said the City needs to consider how much money it can put toward the project. He asked if the City is looking for a big developer to come in to be the substantial partner. He said property owners may not have the funds to be a substantial partner. He asked how the City plans to repay the bond. He said he does not want to raise rates for utility customers. Deputy Mayor Swatman said the City needs to come up with a number that constitutes substantial investment. City Engineer Woodcock said the project will be at 100% design in June if the City purchases the easements. He said with 100% design the city would have a hard cost in the engineer’s estimate. He said the project could be completed within a year once the City has completed the Utility Latecomers Agreement. Councilmember Carter said at the Council retreat Mr. Watt provided numbers for investments from Easttown homeowners. She said the City’s current investment is \$1.5 million and the homeowner’s investment has been approximately \$100,000. She said the City could use that ratio to come up with what is considered substantial investment. Deputy Mayor Swatman said he will get more legal advice for discussion in Finance Committee.

7:11:13

F. **Discussion:** Potential for Metropolitan Park District and Park Board Future.

Councilmembers Rackley and Lewis asked for more time to consider this item. Councilmember Lewis said he would like to know what a Metropolitan Park District would cost and save the City. Councilmember McKibbin said it would have to go before the citizens for a vote. Councilmember Hamilton said it might be a stretch for the current population. He said the City could set it up like a utility and have parks and recreation under one entity. He said the City would still need a Park Board to advise the Council. He added the current Park Board did a yeoman’s amount of work this last year. Community Services Director Leaf said the Mayor asked to bring this item forward and it should be tabled until the next Council workshop. He said the Park Board currently does not have enough members for a quorum, and there have been no new applicants for the vacant positions. Councilmember Lewis said he believes it is important to have a Park Board. He said the City may need to investigate ways to compensate the board members. By consensus, Council agreed to table the discussion to the April 5, 2011 Council Workshop.

G. **Executive Session:** None.

6:43:09

H. **Adjournment:**

**At 6:43 p.m. Councilmember Lewis moved to adjourn the Workshop.
Councilmember McKibbin seconded the motion.**

Motion to adjourn approved 7 – 0.

Harwood T. Edvalson, CMC
City Clerk

Dan Swatman
Deputy Mayor

Items submitted to Council at the March 15, 2011 Workshop:

- City of Bonney Lake - "*Eastown Substantial Partners*" - Mayor Johnson.

CITY COUNCIL MEETING

**March 22, 2011
7:00 P.M.**

MINUTES



"Where Dreams Can Soar"

The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.

Website: www.ci.bonney-lake.wa.us

Audio Time
Stamp ↓

Location: City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

I. CALL TO ORDER – Deputy Mayor Dan Swatman called the meeting to order at 7:02 p.m.

A. Flag Salute: Deputy Mayor Swatman led the audience in the Pledge of Allegiance.

B. Roll Call:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Deputy Mayor Swatman, elected officials attending were Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, and Councilmember Randy McKibbin. Mayor Neil Johnson, Jr. and Councilmember Rackley were absent.

Deputy Mayor Swatman moved to excuse Councilmember Rackley's absence. Councilmember McKibbin seconded the motion.

Motion approved 6 – 0.

[Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Police Chief Mike Mitchell, Chief Financial Officer Al Juarez, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.]

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: None.

3. Presentations

a. **Proclamation:** Pierce County Reads, March 5th through April 30th.

Deputy Mayor Swatman read the proclamation aloud. Lauren Murphy, Senior Librarian at the Bonney Lake branch, described upcoming events related to this year's book, "The Big Burn." She invited all to attend the March 31st book discussion and April 2nd visit from the Fire Department at the Bonney Lake Library, along with other events around the County. She gave Councilmembers information and brochures as well.

D. Agenda Modifications: None.

7:09:22

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:A. Public Hearings:

1. **AB11-38 – Resolution 2111** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring Surplus Public Utilities Property Located at XXX 181st Ave. E. (Parcel no. 3675000062) and Authorizing the Mayor to Dispose of Said Property in Accordance with BLMC 2.70.100.

Deputy Mayor Swatman opened the public hearing at 7:09 p.m. No one came forward to speak. Deputy Mayor Swatman closed the hearing at 7:10 p.m.

B. Citizen Comments:

Roger Watt, 22719 SR 410, Bonney Lake, said he attended the Finance Committee earlier in the evening and listened to discussions about the Eastown Utility Latecomers Agreement (ULA). He has sent emails to the Council regarding the concerns of property owners. He said value for property donated for easements should be considered as part of the property owners' contribution to the ULA. He also said that the City's code and State RCWs imply that the City could fully fund a ULA without requiring an outside partner with a substantial contribution. He said he and other property owners are working together and are waiting to learn more from the Council.

C. Correspondence: None.

7:15:42

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening. He noted that Councilmember Rackley was in attendance at the Committee meeting but had to leave before the Council meeting began. The committee forwarded an agreement for internet services with Comcast and reviewed minutes. They also discussed the Eastown ULA, which will be a discussion item for a future Council workshop, and considered options for the boat launch system.
- B. Community Development Committee: Councilmember Lewis said the committee met on March 15th at 4:00 p.m. and heard about compliments from citizens who said contractors working on Angeline Rd and Lake Debra Jane projects are doing great work. City staff are using a device to test specific areas for water leaks, which will help improve leak detection and focus repair projects. The committee forwarded Resolutions 2110, 2112, and 2114 to the current agenda for action.
- C. Public Safety Committee: Councilmember Hamilton said the committee has not met since the last Council meeting.
- D. Other Reports:
Pierce County Regional Council: Councilmember Hamilton attended the March 17th PCRC Meeting, where the Growth Management committee discussed proposed changes to the county-wide planning policies. He said the proposed changes would

make a distinction between County Urban Growth Areas and City Urban Growth Areas (UGAs), which he opposes. He argues that the previous policies do not make any distinction between the two, although County staff argue otherwise. County Councilmember Bush moved the item back to committee for discussion. He said the amendments may not come forward for a vote until 2012, but it was an important discussion. The PCRC also heard a presentation by the cities of Tacoma, Sumner, and University Place on proposed Regional Growth Center designations. The proposals were forwarded on. Finally, they discussed the lack of State funding to assist cities with buildable lands reports. A 'light' version of the report, which requires less work by staff to complete, was presented and forwarded unanimously.

7:25:49

IV. CONSENT AGENDA:

- A. **Approval of Corrected Minutes:** March 1, 2011 Council Workshop, March 5, 2011 Special Meeting and March 8, 2011 Council Meeting.
- B. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #60685 thru 60725 (including wire transfer #'s 3022011 & 30220111) in the amount of \$356,056.04; Accounts Payable checks/vouchers #60726 thru 60765 in the amount of \$426,898.60 for a grand total of \$782,954.64.
- C. **AB11-20 – Resolution 2100** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Sewer Extension Agreement Between The City And Kahne Development.
- D. **AB11-36 – Resolution 2110** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Participate In The WSDOT Sponsored Public Works Emergency Response Mutual Aid Agreement.
- E. **AB11-41 – Resolution 2114** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With The Washington State Department of Transportation For Plan Review Services.

**Councilmember Decker moved to approve the Consent Agenda.
Councilmember Lewis seconded the motion.**

Consent Agenda approved 6 – 0.

V. FINANCE COMMITTEE ISSUES: *None.***VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:** *None.*

7:26:02

VII. PUBLIC SAFETY COMMITTEE ISSUES:

- A. **AB11-42 – Ordinance 1384 [D11-42]** - An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Portions Of Chapters 6.04 And 18.22 Relating To The Regulation Of Animals, Livestock, And Poultry.

Councilmember Decker moved to approve Ordinance 1384. Councilmember Lewis seconded the motion.

Councilmember Carter said since the recent changes to animal regulations, Council asked for more specific regulations related to poultry. The proposed ordinance prohibits roosters and limits the number of chickens allowed on different size properties. It also clarifies that animals cannot be a nuisance per the Municipal Code.

Ordinance 1384 approved 6 – 0.

7:28:18

VIII. FULL COUNCIL ISSUES:

- A. **AB11-33 – Resolution 2107** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Purchase Eastown Sewer Easements From West And Caldwell Families.

Councilmember Decker moved to approve Resolution 2107. Councilmember Lewis seconded the motion.

**Resolution 2107 approved 5 – 1.
Councilmember McKibbin voted no.**

- B. **AB11-39 – Resolution 2112** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending The Days And Times Of The Community Development Committee Regular Meeting.

Councilmember Lewis moved to approve Resolution 2112. Councilmember Decker seconded the motion.

Councilmember McKibbin said if the new 4:00 p.m. meeting time presents problems for someone who wants to attend, the committee can schedule a special meeting at another time per the Municipal Code. City Attorney Dionne confirmed that special meetings require 24 hours notice.

Resolution 2112 approved 6 – 0.

- C. **AB11-40 – Resolution 2113 ~~2013~~** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Creating A Steering Committee For The Eastown Subarea Plan Update.

Councilmember Lewis moved to approve Resolution 2113. Councilmember Decker seconded the motion.

Councilmember Lewis noted the Meeting agenda recorded this item as Resolution 2013, which is incorrect; the actual number is Resolution 2113. Councilmember Carter said the schedule for the update is very aggressive, with biweekly meetings, and suggested there should be two Councilmembers on the steering committee to help facilitate the process. She said it would be good to have people with experience

on the Planning Commission, who will not be working on election campaigns this year, and who also are members of the Community Development Committee. She recommended that both Councilmembers McKibbin and Lewis sit on the committee.

Councilmember Carter moved to amend the Resolution to add Councilmember Lewis as a second Council Liaison. Councilmember Hamilton seconded the motion.

Councilmember Lewis moved to amend the Resolution to change instances of the word ‘Chairman’ and ‘Vice-Chairman’ to ‘Facilitator’ and ‘Vice-Facilitator’. Councilmember Decker seconded the motion.

Councilmember Lewis noted it’s important for the Steering Committee to move forward and stay on track, and report to the Planning Commission by the June 10, 2011 deadline.

Councilmember Decker moved to table Resolution 2113 to a workshop for discussion. The motion died for lack of a second.

Motion to change language to ‘Facilitator’ approved 6 – 0.

Motion to add a second Council liaison approved 6 – 0.

**Resolution 2113 as amended approved 5 – 1.
Councilmember Decker voted no.**

IX. EXECUTIVE SESSION: *None*

7:37:02

X. ADJOURNMENT:

At 7:37 p.m., Councilmember Lewis moved to adjourn the meeting. Councilmember Decker seconded the motion.

Motion to adjourn approved 6 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson
Mayor

Items presented to Council at the March 22, 2011 Meeting: *None*.

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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: ASD / Chuck McEwen	Meeting/Workshop Date: 22 March 2011	Agenda Bill Number: AB11-13
Agenda Item Type: Motion	Ordinance/Resolution Number: RES 2095	Councilmember Sponsor:

Agenda Subject: Agreement with Comcast for Enterprise Internet Access.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Comcast To Provide Enterprise Internet Access For A Term Of 36 Months With A Monthly Charge Of \$1,011.50.

Administrative Recommendation: Approval

Background Summary: . This will replace Qwest as the city internet provider. The City has been waiting for Comcast to bring their Enterprise Fiber up to Bonney Lake, as well as for the State of Washington's Department of Information Services to sign an agreement. We currently have two "blended" T-1s through Qwest that provide a total of 3Mbps symmetrical for about \$1,500/month. Comcast can provide 10Mbps for \$1,011.50/month on a 36 month agreement. the city will see a cost savings of about \$500 per month and have an increase in internet throughput 3 fold.

Attachments: (1)Email from Comcast with price breakdown;(2) Ethernet Dedicated Internet Service Technical Description, (3)Copy of Signed WA State DIS contract, (4)Email from Qwest with T-1 pricing.

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
20,000	14,000	9,104.00	4,896.00
Budget Explanation:			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee Date: 22 March 2011	<i>Approvals:</i>	Yes No
		Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember Mark Hamilton	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember James Rackley	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to: Council	Consent	
		Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): April 12, 2011	Tabled to Date:

APPROVALS		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):

RESOLUTION NO. 2095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH COMCAST TO PROVIDE ENTERPRISE INTERNET ACCESS FOR A TERM OF 36 MONTHS WITH A MONTHLY CHARGE OF \$1,011.50.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached.

PASSED by the City Council this 12th day of April, 2011.

Mayor Neil Johnson, Jr.

AUTHENTICATED:

Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

James J. Dionne, City Attorney

Chuck D. McEwen

From: Hossfeld, Jon <Jon_Hossfeld@cable.comcast.com>
Sent: Tuesday, January 11, 2011 9:51 AM
To: Chuck D. McEwen
Cc: Hossfeld, Jon
Attachments: Ethernet_Dedicated_Internet_Service 8.5x11.pdf

Chuck:

Great to meet with you yesterday, thanks very much for your time. I hope you found it very informative. A couple things to follow-up on.

- 1) I've attached the technical description of the Ethernet internet solution that speaks to the monitoring, technical support as well as the 4 hours mean time to restore. I believe this should alleviate your concern regarding system downtime. Please let me know if you have further questions regarding this document.
- 2) At your convenience, please send me over those additional addresses you'd like me to research for fiber availability. Should be really quick for me to find out if possible or not.
- 3) I spoke with our engineering group and there doesn't seem to be a need for any re-costing of bring the fiber into the building based on what we did for Mike Blaylock. They'll validate in the near term internally but we should be good to go with the figures that we presently have in the system.
- 4) Due to those minimal costings, we have some great options that I'll highlight below for the solution. These aren't the end all be all but rather different levels that I think would meet your needs. We can certainly look at different levels as you see fit. I'll provide both the 36 month and 60 month levels for your reference.

10 Mbps: \$1,011.50 per month on a 36 month agreement or \$910.35 on a 60 month agreement

15 Mbps: \$1,192.00 per month on a 36 month agreement or \$1,072.80 on a 60 month agreement

20 Mbps: \$1,380.00 per month on a 36 month agreement or \$1,242.00 on a 60 month agreement

50 Mbps: \$1,670.00 per month on a 36 month agreement or \$1,503.00 on a 60 month agreement

Note: the reason that the 50 Mbps costing is fairly close to the lower levels is that we have greater discounting options on a 50 Mbps circuit and higher.

Let me know what type of questions you might have about the above information.

Thanks

Jon Hossfeld | Enterprise Account Executive
Comcast Enterprise Business Services
401 Valley Ave NW, Puyallup, WA 98371
Direct (253) 864-4359 | Cell (425) 301-6900

24/7 Enterprise Technical Support (800) 741-4141



From: Chuck D. McEwen [mailto:mcewenc@ci.bonney-lake.wa.us]
Sent: Wednesday, August 09, 2006 1:30 PM
To: Young, David
Subject: RE: Qwest Internet Upgrade

Hello David

Is the quote listed below in addition to what we pay now for the single T-1 or for the total 3Mbps? If it's the total, then can you give me an idea what 4.5Mbps and 6Mbps would run.

Thanks

City of Bonney Lake

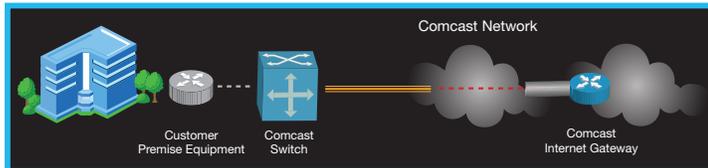
3 Year Term

<i>Qwest NxT-1 (3Mbps) Internet</i>		
<u>Item</u>	<u>MRC</u>	<u>Installation</u>
T-1 Local Loops	\$400.00	\$305.00
NxT-1 Internet Access (3Mbps)	\$878.90	\$1,000.00
TOTAL	\$1,278.90	\$1,305.00

Chuck McEwen
Information Services Coordinator
City of Bonney Lake
PO Box 7380
19306 Bonney Lake Blvd
Bonney Lake, WA 98391
mcewenc@ci.bonney-lake.wa.us
(253) 447-4301 Desk
(253) 862-8538 Fax
(253) 261-5172 Mobile
112*47*8779 Direct Connect

Service Description

Comcast's Ethernet Dedicated Internet (EDI) Service provides a reliable, simpler, more flexible, and higher bandwidth options than T1 or SONET-based dedicated Internet access services. The service is offered with a 10Mbps, 100Mbps or 1Gbps Ethernet User-to-Network Interface (UNI) in speed increments from 1Mbps to 1Gbps subject to available capacity. The service provides an Ethernet Virtual Connection (EVC) from the customer premises location to a Comcast Internet Point of Presence (POP) router.



Section 1. Technical Specifications

1.1 Ethernet User-to-Network Interface. The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI). Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
10Mbps	10BaseT	1Mbps	25,000
100Mbps	100BaseT	10Mbps	250,000
1Gbps	1000BaseT or 1000BaseSX	100Mbps	2,500,000
		1000Mbps	25,000,000
10Gbps	10GBASE-SR or 10GBASE-LR		

Figure 1: Available UNI interface types and CBS values for different CIR Increments

1.2 Traffic Management. Comcast's network traffic-policing policies restrict traffic flows to the subscribed, Committed Information Rate (CIR). If the customer-transmitted bandwidth rate exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. The customer's router must shape their traffic to their contracted CIR.

1.3 Maximum Frame Size. The service supports a maximum transmission unit (MTU) frame size of 1518 bytes including Layer 2 Ethernet header and FCS.

1.4 Layer 2 Control Protocol (L2CP) Processing. All L2CP frames are discarded at the UNI.

1.5 IP Address Allocation. IP address space is a finite resource that is an essential requirement for all Internet access services. Comcast assigns eight (8) routable IP addresses to each customer circuit. Customers can obtain additional IP addresses if required.

1.6 Domain Name Service. Comcast provides primary and secondary Domain Name Service (DNS). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.

1.7 Border Gateway Protocol (BGP) Routing. Comcast supports BGP-4 routing as an optional service feature. BGP-4 allows customers to efficiently multi-home across multiple ISP networks. The service requires an Autonomous System Number (ASN) be assigned to a customer by the American Registry for Internet Numbers (ARIN). Customers should also be proficient in BGP routing protocol to provision and maintain the service on their router. Section 5 "Comcast BGP Policy" provides further details. Comcast supports private peering if the customer is multi-homed to Comcast's network only.

1.8 Online Reporting. Comcast provides the customer with a password-protected web portal to access online reports containing their historical network traffic information. Reports may vary based on the customer's service.

Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

2.2 Technical Support. Comcast provides customers a toll-free trouble reporting telephone number to the customer Business Services Network Operations Center (BNOC) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating Customer Premise Equipment (CPE) not provided by Comcast.

2.3 Escalation. Reported troubles are escalated within the Comcast BNOC to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the BNOC as follows: Supervisor at the end of the standard interval plus one (1) hour; to the Manager at the end of the standard interval plus two (2) hours, and to the Director at the end of the standard interval plus four (4) hours.

2.4 Maintenance. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

Section 3. Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

3.1 Availability. Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1.

3.2 Mean Time to Respond. Mean Time to Respond is the average time required for the BNOC to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the BNOC.

3.3 Mean Time to Restore. Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the BNOC.

Section 4. Customer Responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

- 4.1** Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- 4.2** Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.
- 4.3** Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.
- 4.4** Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.
- 4.5** Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- 4.6** Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.
- 4.7** The customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.
- 4.8** Provide UPS AC power equipment, circuit sizing to be determined, if applicable.
- 4.9** Emergency local generator backup service, if applicable.
- 4.10** Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- 4.11** Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).
- 4.12** Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

Section 5. Comcast BGP Policy

The following provides the routing requirements to interconnect with the Comcast network. Additional details of Comcast's BGP inbound/outbound network policy and traffic engineering is available upon request.

- 5.1** Customers must be multi-homed to run BGP, either:
 - a. multi-homed within Comcast's network
 - b. multi-homed with Comcast and another service provider

5.2 Customers must use an Autonomous System (AS) number assigned by a regional registrar American Registry for Internet Numbers (ARIN), Réseaux IP Européens (RIPE), or Asia Pacific Network Information Centre (APNIC) etc. that is registered to their organization.

- a. All customer route announcements must be registered with a regional registrar. A route object must exist for each route prefix in one of the well known global routing registries such as RADB.
- b. The customer ASN needs to be verifiable in WHOIS database.
- c. Comcast will only accept private peering when the customer is multi-homed to Comcast only.
- d. Comcast will support a 4-byte ASN starting 01/01/2010 in accordance with ARIN policy.
- e. Comcast will assign a private ASN in the range of 64512-65534 for private peering and not accept any customer provided private ASN.
- f. Comcast will strip off the private ASN when advertising to peers.

5.3 Customers must use a router that supports BGPv4.

- a. Comcast will not run BGP4 with customers connected on a link with less than 2Mbps bandwidth.
- b. Customers are responsible to ensure their peering routers have adequate CPE processing power and memory space if a full Internet table is requested.
- c. Comcast will employ all best-known practices to establish, maintain, and troubleshoot BGP4 sessions with all BGP4 compliant router vendors. However, Comcast makes no warranty that it can establish and maintain a BGP4 session with any CPE due to vendor interoperability.

5.4 Customers can specify one of the following received-prefixes options:

- a. Default-route only
- b. Comcast customer routes
- c. Comcast customer routes + default-route
- d. Full routes
- e. Full routes + default-route

5.5 Customer must be capable of configuring their BGP session with Comcast. This includes all setup of neighbor statements and all sanity checks on customer CPE.

5.6 Comcast requests the use of an MD5 authentication key for all EBGP sessions. The customer should specify the MD5 password.

5.7 Customers must prevent redistribution from their Interior Routing Protocol (IGP) into BGP. Customers should also apply restrictive filters on outbound announcements so that only the customer's intended outbound prefixes are announced to Comcast.

5.8 Comcast will assign a /30 IP address for the interfaces that connect to Comcast's network. This will be assigned from a Comcast address block publicly registered with ARIN and already advertised as part of a larger aggregate to the Internet.

5.9 Comcast will announce any portable or non-portable net block so long as this space is larger than /24, and the space is assigned to the customer via WHOIS or RWHOIS databases. If the net block does not belong to the customer and the net block is not already being announced from the customer's AS then Comcast will need to have an LOA (Letter of Agreement) from the true owner of the block stating that they are aware of, and are accepting of the fact that our customer wants to make the announcement through Comcast.

5.10 Comcast does not alter any of its BGP4 configurations, including route-maps, filter-policies, and communities, for any individual customer, but rather will dynamically alter BGP policy dependent on the customers' employment of predefined Comcast BGP communities. This ensures the Comcast network is built and maintained in a strategic, organized, and efficient fashion and reduces mean-time-to-repair for BGP related trouble.

Contract Number T11-PCH-527

for

Secondary Transport Ethernet Services

between

The Department of Information Services

and

Comcast Business Communications, LLC

Effective Date: March 14, 2011

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Schedule F:	<i>Comcast Business Communications, LLC Schedule F</i>

Exhibits

Exhibit A:	DIS Request for Proposal/Quotations T11-RFP-005 for Secondary Transport Ethernet Services
Exhibit B:	Contractor's Response

Note: Exhibits A and B are not attached. Exhibit A and the non-proprietary, non-confidential portions of Exhibit B are available upon request from the DIS Contract Administrator

CONTRACT NUMBER T11-PCH-527

for

Secondary Transport Ethernet Services

PARTIES

This Contract ("Contract") is entered into on _____ ("Effective Date"), by and between the state of Washington acting through the **Department of Information Services**, an agency of Washington State government (hereinafter "DIS"), and **Comcast Business Communications, LLC**, licensed to conduct business in the state of Washington, (hereinafter "Contractor") for the provisioning of Secondary Transport Ethernet Services to the State.

RECITALS

The state of Washington, acting by and through DIS, issued a Request for Proposal (RFP) dated August 20, 2010 (Exhibit A) for the purpose of establishing Contracts for Secondary Transport Ethernet Services in accordance with its authority under chapter 43.105 RCW.

Contractor submitted a timely Response to DIS' RFP (Exhibit B).

DIS evaluated all properly submitted Responses to the above-referenced RFP and has identified Contractor as an apparently successful Vendor.

DIS has determined that entering into a Contract with Contractor will meet the State's needs and will be in the State's best interest.

Services eligible for purchase under this Agreement include the following:

1. Ethernet Transport Services ("ENS")
2. Ethernet Private Line Services ("EPL")
3. Ethernet Virtual Private Line Services ("EVPL")

NOW THEREFORE, DIS awards to Contractor this Contract, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the Secondary Transport Ethernet Services. This Contract is not for personal use.

This Contract is an optional-use contract; without an Order Document and Schedules E and F. This Contract neither financially binds the parties, nor otherwise obligates the State to purchase any Products or Services hereunder. Nor does the Contract prevent the State from purchasing the same or similar Products or Services from other sources, *provided that*, all legal acquisition requirements are satisfied. This Contract does not obligate Contractor to provide any Services without an Order Document and Schedules E and F.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Definition of Terms

The following terms as used throughout this Contract shall have the meanings set forth below.

"Acceptance" shall mean that the Services passed Acceptance Testing and shall be formalized in a written notice from Purchaser to Contractor; or, if there is no Acceptance Testing, Acceptance shall occur when the Services are delivered.

“Acceptance Date” for Contractor-installed Services, shall mean the date upon which Purchaser Accepts the Services as provided in the section titled **Standard of Performance and Acceptance**; and for Contractor-installed Products, shall mean the date of delivery of the Services, or, if delivery of partial Orders has been agreed to between Purchaser and Contractor, the last date of delivery of the components of any Order Document and Schedules E and F.

“Acceptance Testing” shall mean the process for ascertaining that the Services meet the standards set forth in the section titled **Technical Requirements**, prior to Acceptance by Purchaser.

“Business Days and Hours” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Confidential Information” shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, Purchaser source code or object code, or Purchaser or State security information. Confidential Information also includes any Personal Information under the provisions of RCW 19.255.010 and RCW 42.56.590.

“Contract” shall mean this document, all schedules and exhibits, all amendments hereto and all Orders hereunder.

“Contractor” shall mean Comcast Business Communications, LLC, its employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“Contractor Account Manager” shall mean a representative of Contractor who is assigned as the primary contact person with whom the DIS Contract Administrator shall work throughout the duration of this Contract, unless replaced, with advance approval of the DIS Contract Administrator, and as further defined in the section titled **Contractor Account Manager**.

“Contractor Project Manager” shall mean a representative of Contractor who is assigned to each Purchaser installation project as the coordinator of activities and the primary point of contact, as further defined in the section titled Contractor Project Manager.

“Delivery Date” shall mean the date by which the Services ordered hereunder must be delivered.

“DIS” shall mean the Washington State Department of Information Services.

“DIS Contract Administrator” shall mean the Contract Administrator, designated by DIS as responsible for the maintenance and administration of this Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Contract.

“DWDM” shall mean Dense Wave Division Multiplexing – A carrier service whereby multiple individual coherent light waves (lambdas) are used to carry digital information on a single fiber optic strand/cable.

“End-to-End Monitoring” shall mean The Vendor’s monitoring area of responsibility will be between the Vendor’s electronic equipment serving the Nodes at Location 1 and Location 2.

“Ethernet Transport” shall mean Ethernet based Secondary Transport aggregated to a regional node site.

“Effective Date” shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“Exhibit A” shall mean the RFP.

“Exhibit B” shall mean Contractor’s Response.

“Help Desk” shall mean a service provided by Contractor for the support of Contractor’s Services. Purchaser shall report warranty or maintenance problems to Contractor’s Help Desk for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.

“Installation Date” shall mean the date by which all Ethernet Circuits ordered hereunder shall be in place, in good working order and ready for Acceptance Testing.

“Node Site(s)” shall mean A DIS or state institution operated backbone telecommunications facility in one of six (6) designated cities. Nodes participate fully in the NGN ring architecture. Node sites include Olympia, Pullman, Seattle, Spokane, Vancouver, and Yakima.

“Order” or **“Order Document”** shall mean any official document and attachments thereto specifying the Services to be purchased from Contractor under this Contract.

“Price” shall mean charges, costs, rates, and/or fees charged for the Services under this Contract and shall be paid in United States dollars.

“Project” shall mean the installation and provision of Ethernet Service to a single end site for a specific term.

“Proprietary Information” shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“Purchaser” or **“Authorized Purchaser”** shall mean the state of Washington, DIS, and those entities listed as Authorized Purchasers in the list of Authorized Purchasers attached as Schedule D hereto, and any division, section, office, unit or other entity of Purchaser or any of the officers or other officials lawfully representing Purchaser.

“RCW” shall mean the Revised Code of Washington.

“RFP” shall mean the Request for Proposal used as a solicitation document to establish this Contract, including all its amendments and modifications, Exhibit A hereto. The RFP is considered a referenced attachment to this Contract; however, in no event shall such RFP be incorporated into the final Contract between the parties.

“Response” shall mean Contractor’s Response to the RFP for Secondary Transport Ethernet Services, Exhibit B hereto. The Response is considered a referenced attachment to this Contract; however, in no event shall such Response be incorporated into the final Contract between the parties.

“Schedule A: *Authorized Product and Price List*” shall mean the attachment to this Contract that identifies the authorized Services and Prices available under this Contract.

“Schedule B: *Statement of Work Template*” shall mean the attachment to this Contract that provides example terms and conditions for a Statement of Work.

“**Schedule C: Escalation Procedures**” shall mean the attachment to this Contract that identifies Contractor’s escalation procedures.

Schedule D: Authorized Product and Price List” shall mean the attachment to this Contract that identifies entities authorized to make purchases off of this contract.

Service(s): A service provided by Contractor pursuant to an Order Document and Schedules E and F.

“**Specifications**” shall mean the technical and other specifications set forth in the RFP, Exhibit A, any additional specifications set forth in Contractor’s Response, Exhibit B, and the specifications set forth in Contractor’s Services documentation, whether or not Contractor produces such documentation before or after this Contract’s Effective Date.

“**State**” shall mean the state of Washington.

“**Supplemental Work Order**” or “**SWO**” shall mean a separate description of the work to be accomplished by Contractor under the terms and conditions of this Contract. A template SWO is attached as Schedule B.

“**Subcontractor**” shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

“**Vendor Demarcation Point**” shall mean a physical location at the Purchaser’s site where the Vendor’s service physically terminates and is cross-connected to the State or Purchaser’s equipment.

Contract Term

2. Term

- 2.1. This Contract’s initial term shall be approximately three and one half (3.5) years, commencing upon the Effective Date and expiring on June 30, 2014.
- 2.2. This Contract’s term may be extended by three (3) additional one (1) year terms, provided that the extensions shall be mutually agreed upon in writing not less than thirty (30) calendar days prior to the expiration of the then-current term. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.
- 2.3. Term of Supplemental Work Order (SWO). The term of any SWO executed pursuant to this Contract shall be set forth in the SWO. The service term indicated in any SWO, or Schedule F shall survive the expiration of the contract. Any Order Document, Schedule E and/or SWO may be terminated in accordance with the termination sections of this Contract or as agreed between the parties.

3. Survivorship

All purchase transactions executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, if applicable, the terms of the sections titled **Overpayments to Contractor; Ownership/Rights in Data; Contractor Commitments,**

Warranties and Representations; Protection of Purchaser's Confidential Information; License Grant; Software Ownership; Date Warranty; No Surreptitious Code Warranty; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Contractor's Records; Patent and Copyright Indemnification; Contractor's Proprietary Information; Disputes; and Limitation of Liability, shall survive the termination of this Contract.

Pricing, Invoice and Payment

4. Pricing

- 4.1. Contractor agrees to provide the Services to Purchasers at the prices set forth in the Authorized Product and Price List attached as Schedule A to this Contract and Schedules E and F. Such prices may not be increased during the term of this Contract. Services may also be ordered based on subsequent site specific price quotes provided by Contractor.
- 4.2. Contractor may participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of USAC requirements. Contractor's Service Provider Identification Number (SPIN) is 143003990.
- 4.3. Contractor makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). DIS expressly understands and agrees that it shall pay Contractor one hundred percent (100%) of all Non-Recurring Charges, Monthly Recurring Charges and other amounts required under this Agreement in accordance with the payment intervals specified therein. DIS may not withhold or off set any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the DIS has received, or has been designated as a recipient of, E-Rate Funding for the Services, DIS will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Contractor shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Contractor will reasonably assist DIS in the completion of those portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a pro-ration of, DIS's invoices, Contractor shall have no obligations under this Agreement until DIS provides Contractor the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving DIS's eligibility for E-Rate Funding. If during the term of this Agreement DIS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, DIS may elect to (i) continue to receive Services under this Agreement, in which DIS shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in Schedule A attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Contractor and the DIS from future performance of the Agreement. However, Contractor shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due

balance(s), and any additional costs already incurred by Contractor in conjunction with this Agreement. DIS shall notify Contractor in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Contractor initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% DIS -furnished funds or partially reimbursed funds by the SLD.

5. Tariffs

- 5.1. Contractor agrees to make all State or Federal tariff filings that are required by law or regulation and that are necessary for contract performance. Contractor shall provide DIS with copies of all such tariffs on the same day they are filed. Contractor shall certify that all terms, conditions, and prices in the tariff are as stated in this Contract, and that the tariff contains nothing inconsistent with the Contract.
- 5.2. If necessary, Contractor shall make commercially reasonable efforts to submit any initial filing required to implement the contract within ten (10) calendar days after the Effective Date of this Contract. If such initial filing is not permitted to become effective by the appropriate regulatory body thirty (30) calendar days after the date of contract award, the DIS shall have the right partially or entirely to terminate the contract without liability.
- 5.3. Before this Contract becomes effective, Contractor shall provide to DIS copies of its current tariffs, if applicable, which pertain to the provision of the Service described herein.
- 5.4. After this Contract becomes effective, except for any filing pursuant to Section 5.1 hereof, Contractor agrees to provide advance copies of all revisions to tariffs or new tariffs that specifically pertain to the contract or that may materially and adversely affect the DIS' rights or obligations under the contract. These shall be provided to the DIS at least ten (10) calendar days in advance of the intended filing date. Contractor shall make no revisions to its tariffs that materially and adversely affect the DIS' rights or obligations under this contract.
- 5.5. If any ruling, order or determination of any regulatory agency or court of competent jurisdiction shall materially and adversely affect the Contractor's ability to offer Services under the terms and conditions of this Contract, Contractor agrees, within thirty (30) days, to develop a proposal that provides comparable service to Purchaser at rates equal to or less than those set forth in the contract, and under terms and conditions identical to those set forth in the contract, to the extent permissible under applicable legal and regulatory requirements. If Contractor is unwilling or unable to develop such a proposal within thirty (30) days of any such event, the DIS will have the right partially or entirely to terminate the contract without liability.

6. Advance Payment Prohibited

No advance payment shall be made for the Services furnished by Contractor pursuant to this Contract. Service charges may be billed on a monthly basis at the start of each month. Billing procedures for installation charges may be established on a site by site basis by Contractor and Purchaser.

7. Taxes

- 7.1. Purchaser will pay sales and use taxes, if any, imposed on the Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal

property taxes levied or assessed on Contractor's personal property. Purchaser, as an agency of Washington State government, is exempt from property tax.

- 7.2. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract. Comcast is licensed to do business in Washington State. Comcast of Washington IV, Inc. (UBI 601031297)
- 7.3. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

8. Invoice and Payment

- 8.1. Contractor will submit properly itemized invoices to the person identified by Purchaser at the address provided by Purchaser. Invoices shall provide and itemize, as applicable:
 - End-Site Name (provided by Purchaser)
 - Contract number T11-PCH-527 and Order Number YY-YY;
 - Contractor account number
 - Contractor circuit identifier
 - Contractor name, address, phone number, and Federal Tax Identification Number;
 - Description of Services provided;
 - Monthly Recurring Charges for Service;
 - Date(s) of delivery of Services
 - Multiplexing charges (if applicable)
 - Installation cost (if applicable)
 - Applicable taxes;
 - Other applicable charges;
 - Any service credits, including without limitation Out of Service credits issued pursuant to this Contract;
 - Total invoice amount; and
 - Payment terms including any available prompt payment discounts.
- 8.2. Contractor shall complete registration with the Washington Statewide Vendor Payment Registration system prior to issuing any invoices for services. Registration may be completed at: <http://www.ofm.wa.gov/accounting/vendors.asp>.
- 8.3. Payments shall be due and payable within thirty (30) calendar days after receipt and Acceptance of Services or thirty (30) calendar days after receipt of properly prepared undisputed invoices, whichever is later.
- 8.4. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.
- 8.5. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar (\$1). Payment will not be considered late if payment is deposited electronically in Contractor's bank account or if

a check or warrant is postmarked within thirty (30) calendar days of Acceptance of the Equipment or receipt of Contractor's properly prepared invoice, whichever is later.

Contractor's Responsibilities

9. Contractor Implementation and Installation Requirements

9.1. Notifications

Contractor must notify end user customers of scheduled installations at least twenty-four (24) hours prior to arrival at the site.

Contractor must notify and work with the DIS Network Control Center (NCC) when testing/completing installation of Service(s).

9.2. Coordination With Local Telephone Company

Contractor agrees to coordinate with the Local Telephone Company (ies), Interexchange Carriers (IXC), and other transport service providers to connect existing and new circuits to the Node Site. All coordination pursuant to this Section shall be Contractor's sole responsibility.

9.3. Acquisition of Permits

10.4.1 The Contractor will be solely responsible for the acquisition of any required city, county, or state permits.

10.4.2 At facilities that are not owned by Purchaser, the Purchaser will coordinate and assist Contractor in the negotiation of Rights of Entry (ROE) with the landlord when required.

9.4. Coordination of Installation

Contractor agrees to coordinate Service(s) installation with the Purchaser Digital Transport Services Manager and conduct installation between the hours of 6:00 a.m. and 6:00 p.m., Pacific Time on Business Days.

10. Service Availability

Contractor's secondary transport ethernet service must be available twenty-four (24) hours per day, three hundred sixty five (365) calendar days per year.

Comcast provides Customers a toll free trouble reporting telephone number to the customer Business Services Network Operations Center (BNOC) that operates on a 24 x 7 x 365 basis.

Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to Customer Premise Equipment (CPE) not provided by Comcast.

11. Service Performance

The Vendor's service must perform at a minimum 99.90 percent of the time during a calendar month.

Comcast Ethernet Transport Services SLA asserts to 99.99% availability. Please see Ethernet Transport Services Product Specific Attachment (PSA) for more specifics regarding uptime commitment.

12. Service Latency

Contractor's five (5) minute average end-to-end packet latency must be < 15ms. End-to-end is defined as packets traversing Purchased circuit from egress port on customer device to ingress customer device on other end of purchased circuit. Contractor's Premium Class of Service Option meets this standard.

Latency is defined as the time taken for a packet to traverse a network from one destination to another .

13. Packet Loss

Contractor's five minute average for packet loss must be < .1% of the total packet throughput on service path. Service path is defined as Purchased circuit from egress port on customer device to ingress port on customer device on other end of purchased circuit. Contractor's Premium Class of Service Option meets this standard.

Packet Loss occurs when one or more packets of data traveling across the network fail to reach their destination.

14. Service Interface & Termination Requirements

Service Interface to Purchaser's Equipment:

Unless otherwise specified by Purchaser, the interfaces provided to Purchaser locations must be administratively configured for use as a fixed full duplex 100 or 1000 Mbps interface per the resulting work order or site agreement.

Service Capacities (Rate Limiting):

Contractor must be able to provide rate limiting/bandwidth metering at the Purchaser location.

Termination Requirements:

Contractor is responsible for all access and fiber/cabling to the point of service handoff at the customer premise equipment/switch/router.

14.1 DIS Node site connectivity requirements

All DIS node sites require an IEEE 802.1q trunk with a fiber handoff

14.2 Customer site connectivity requirements

Customer sites will require a standard Ethernet connection or an IEEE 802.1q trunk depending on the customer requirement. Customer sites will require either a fiber or copper handoff depending on their requirements.

15. Equipment Space and Power

Contractor shall be responsible for the purchase, installation, configuration and maintenance of all equipment required to provide Ethernet services to Purchaser. Following receipt of a work order Contractor must disclose whether Contractor owned equipment is required on Purchaser premises in order to deliver the required interface. If so, Contractor must disclose the type of equipment and the space and power requirements necessary to serve Contractor's equipment. Contractor must supply an uninterruptable power supply capable of providing at least 4 hours of backup power and use this to power their equipment.

16. Extended D-mark

If Purchaser requests extended d-mark – Contractor is responsible for installing, maintaining and servicing of the extended d-mark including any work done by a subcontractor.

17. Ethernet Standards

Contractor’s Ethernet interface provided at the Purchaser’s point-of-presence must adhere to IEEE 802.3 standards for 10 Mbps, 100 Mbps, 1,000 Mbps, or 10,000 Mbps Ethernet depending on the service purchased at the location by the Purchaser.

18. VLAN

Contractor’s Ethernet services must provide support for virtual local area network (VLAN) via the IEEE 802.1Q standard.

19. Marking of Traffic

Contractor may not mark or remark any traffic without approval from DIS. All traffic leaving a Purchaser site will arrive after traversing the vendor network with the same markings it left with (QoS, Multicast, etc.).

20. Service Reports

20.1 Trouble Logs

Contractor will provide a weekly trouble log summary and error statistic reports to the Purchaser upon request.

- Emergency Repair/Trouble log contents are defined in Section 5.17.3
- Error Statistics report contents are defined in Section 5.17.5.

20.2 Reason For Outage

Contractor will provide a per incident Reason for Outage (RFO). Preliminary RFOs shall be provided within 2 hours after an outage has been resolved with complete RFOs provided within 24 hours. For incidents requiring additional carrier research the RFO is to be updated every 24 hours until such time as a final determination has been made.

21. Service Repair and Trouble Reporting

21.1 Response to Trouble Reports

Contractor must respond to all trouble reports twenty-four (24) hours a day, 365 days per year within 4 hours.

21.2 Toll-Free Trouble Reporting Number

Contractor must provide a toll-free trouble reporting number.

21.3 Trouble Reporting

For all Service(s) problems the Contractor must provide periodic status report (type of problem, estimated time to repair, vendor ticket number) to the Purchaser.

Contractor must maintain a repair log listing the date of the repair occurrence, problem found, action taken to resolve the problem, and the total out-of-service time. Only issues affecting Purchaser’s Service(s) need be logged.

21.4 End-to-End Service Monitoring and Test Capability

Contractor must have the capability of monitoring the service End-to-End and have the ability to perform remote site testing as necessary to troubleshoot problems with their Service(s).

21.5 Error Statistics Reporting

Contractor must be able to provide continuous End-to-End Monitoring and error statistics for Services(s) provided to Purchaser.

22. Service Maintenance

22.1 Scheduled Routine Maintenance/Testing

Contractor and Purchaser will develop an agreed upon a maintenance window of days and times for scheduled maintenance and testing of the Purchaser's Service(s).

22.2 Emergency Repair/Maintenance/Testing

Contractor must notify the Purchaser immediately if emergency maintenance or testing is going to occur that could potentially disrupt State network customer traffic.

23. Credit for Service Outages

Contractor's liability for any Service Interruption (individually or collectively, "Liability"), shall be limited to the amounts set forth in Table 1 below. For the purposes of calculating credit for any such Liability, the Liability period begins when the Purchaser reports an interruption in the portion of the Service to Contractor, provided that the Liability is reported by Purchaser during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Contractor is awaiting additional information or premises testing from the Purchaser. In no event shall the total amount of credit issued to Purchaser's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") set forth in the Order Document. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Purchaser must request the Credit from Contractor within thirty (30) days of receipt of the invoice for the month during which the outage occurred. Purchaser will not be entitled to any additional credits for Service Interruptions. Contractor shall not be liable for any Liability caused by Planned Service Interruptions or Purchaser actions, omission or equipment.

TABLE 1

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR THE INTERRUPTED SERVICE. SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

24. Circuit Administration

The Ethernet circuits shall be administered by Purchaser.

25. Service Installation

Contractor must agree to have the service installed, tested and ready for DIS' acceptance at the sites on or before forty five (45) days, where facilities already exist, or ninety (90) days, where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Contractor's responsibility to coordinate delivery, installation, testing, and making operational all items necessary to provide the services described. Contractor must notify end user customers of scheduled installations prior to arrival at the site. Contractor must notify the DIS Network Control Center (NCC) when testing/completing installation of service.

Contractor must notify end user customers of scheduled installations at least 24 hours prior to arrival at the site.

Contractor must notify and work with the DIS Network Control Center (NCC) when testing/completing installation of service.

26. RFP Mandatory Requirements

The RFP mandatory requirements are essential substantive terms of this Contract. Services provided under this Contract shall meet or exceed all the mandatory requirements of the RFP.

27. Supplemental Work Order

27.1. All Services shall be provided pursuant to the terms of this Contract and shall be documented in an SWO or other Order Document established between Purchaser and Contractor.

27.2. The terms and conditions of any SWO /Order Document cannot conflict with the terms and conditions of this Contract. In the event of any conflict, the Contract shall prevail.

27.3. Contractor agrees that within 15 business days of the initial receipt of a SWO, Contractor shall either sign and return such SWO, or notify the DIS Contract Administrator of the need for additional time. No work shall be performed by Contractor until a SWO is executed by Contractor and Purchaser and is received by Contractor

28. Site Security

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with posted physical, fire, and security regulations.

29. Acceptance Testing

The evaluation and acceptance of the Services will be conducted by Purchaser network technicians and management and requires thirty (30) days of continuous service and will be restarted after every failure. As documented through trouble tickets, Customer shall have the right to terminate the interrupted portion of Service prior to the end of the agreed Service Term, without payment of any applicable Termination Charges, and without further liability or penalty on the part of Comcast: (i) if such portion of Service experiences a Service Interruption on three (3) or more separate occasions of more than eight (8) hours each in any thirty-(30-) day period and (ii) following written notice thereof from Customer to Comcast, that portion of Service experiences a Service Interruption of more than twelve (12) hours at any time within the (12) month period

immediately following said notice; or (iii) **subsequent to the events of “(i)”**, if such portion of the Service experiences a Service Interruption in excess of seventy-two (72) continuous hours, (each a “Chronic Service Interruption”). Notwithstanding the foregoing, outages resulting from Force Majeure events, as outlined in Section 12 herein, shall not qualify as a “chronic outage.”

Contractor shall inform Purchaser when Service is available and performing in accordance with the “Performance Standards” set forth in Schedule A-1 hereto (“Availability Notification”). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Purchaser confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Purchaser fails to notify Contractor that the Service does not comply materially with the specifications set forth in Schedule A-1 hereto; or (C) the date on which Purchaser first uses the Service for non-testing purposes.

30. Contractor Commitments, Warranties and Representations

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or other communication medium accompanying or referred to in its Response or other written representations used to effect the sale to Purchaser.

31. Protection of Purchaser’s Confidential Information

31.1. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser’s express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

31.2. Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser’s option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser’s Confidential Information.

31.3. To the extent permitted by law, Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

31.4. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information.

Purchaser's Authority and Responsibilities

32. Purchaser Use of Contract

- 32.1. The optional-use nature of this Contract relieves Purchaser of the need to conduct individual competitive activities as specific requirements arise. When acquiring service to specific sites, Purchaser may solicit price quotes from multiple Contractor(s) capable of serving the sites. Purchaser may consider criteria other than financial in their selection of a Contractor to provide the service. Additional criteria may include, but is not limited to, service quality, past performance, installation speed, labor resources available, and Vendor experience.
- 32.2. For a project with a total cost, as identified in the Supplemental Work Order (SWO) exceeding \$250,000, the Purchaser must solicit quotations from at least three (3) Vendors holding a Contract, or other Vendors. The SWO must identify at least two (2) Vendors that submitted a quotation, but were not awarded the work. The Contract Vendor shall not execute a Supplemental Work Order for a project in excess of this amount unless this requirement has been satisfied.
- 32.3. This Contract may not be used for any project with a total cost that is in excess of \$1.5 million (\$1,500,000.00). Projects that exceed \$1.5 million must be competitively bid in a separate competition.
- 32.4. Purchaser may elect to conduct formal Second Tier Competitions among contracted vendors to solicit price quotes for service to specific sites.

Contract Administration

33. Legal Notices

- 33.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Products) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:

One Comcast Center
1701 JFK Blvd
Philadelphia, PA 19103
Attn: Vice President / Enterprise Sales

One Comcast Center
1701 JFK Blvd, 50th Floor
Philadelphia, PA 19103
Attn: Cable Law Department

To DIS at:

State of Washington
Department of Information Services

Attn: Contract Administrator

If by US Postal Service: If by Overnight Courier:

PO Box 42445

1110 Jefferson St. S.E.

Olympia, WA 98504

Olympia, WA 98504

E-mail: mcadmin@dis.wa.gov

or to **Purchasers** at the address listed on their purchase order.

- 33.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.
- 33.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this Contract is served upon Contractor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

34. Contractor Account Manager

Contractor shall appoint an Account Manager for the State's account under this Contract who will provide oversight of Contractor activities conducted hereunder. Contractor's Account Manager will be the principal point of contact for DIS concerning Contractor's performance under this Contract. Contractor shall notify the DIS Contract Administrator, in writing, when there is a new Contractor Account Manager assigned to this Contract. The Contractor Account Manager information is:

Contractor Account Manager: Alok Sharma
Address: 410 Valley Ave. NW, Puyallup, WA 98371
Phone: (253) 861-4258
Cell: (206) 841-1661
E-mail: alok_sharma@cable.comcast.com
Contractor Sales Manager: Dan Littlefield
Phone: (253) 864-4224
Cell: (253)-261-4494
E-Mail: Dan_Littlefield@cable.comcast.com

35. Contractor Project Manager

Contractor shall assign a Contractor Project Manager for each Purchaser project. The Contractor Project Manager shall be the principal point of contact for Purchaser and shall coordinate Contractor's activities. The Contractor Project Manager shall produce and maintain a complete plan for all Contractor-related activities concerning service installation.

36. Section Headings, Incorporated Documents and Order of Precedence

- 36.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- 36.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.
Schedules A, B, C D, E and F;
The terms and conditions contained on Purchaser's Order Documents, if used; and
All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting

materials Contractor made available to Purchaser and used to effect the sale of Services to Purchaser.

36.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

Applicable federal and state statutes, laws, and regulations;

Sections of this Contract;

Schedules A, B, C, D, E and F

The terms and conditions contained on Purchaser's Order Documents, if used; and

All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Services to Purchaser.

37. Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

38. Authority for Modifications and Amendments

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by DIS and Contractor

39. Additional Services

Contractor may submit new Services with associated discounts or prices to the DIS Contract Administrator. New or changed Services submitted by Contractor shall meet all mandatory requirements of the RFP. Additional Services that are determined by DIS to be appropriate to the scope of this Contract, may be added to Schedule A of this Contract by an instrument in writing, signed by both Contractor and DIS. Such writing shall include a specific description of the additional Services, pricing, and additional terms and conditions as relevant.

40. Independent Status of Contractor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW (State Civil Service Law) or Title 51 RCW (Industrial Insurance).

41. Governing Law

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder

shall be in the Superior Court for Thurston County or the county in which Purchaser is located within the state of Washington.

42. Rule of Construction as to Ambiguities

Each party to this Contract acknowledges that such party has reviewed this Agreement and participated in its drafting and agrees that no provision of this Contract shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provision or provisions.

43. Subcontractors

Contractor may, with prior written permission from DIS, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to Purchaser for any breach in the performance of Contractor's duties. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor. Contractor shall be liable for any loss or damage to Purchaser, including but not limited to personal injury, physical loss, harassment of Purchaser employees, or violations of the **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, and Software Ownership** sections of this Contract occasioned by the acts or omissions of Contractor's Subcontractors, their agents or employees. The **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, Software Ownership, Publicity and Review of Contractor's Records** sections of this Contract shall apply to all Subcontractors.

44. Assignment

- 44.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.
- 44.2. DIS may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve Purchaser of any of its duties and obligations hereunder.

45. Publicity

- 45.1. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's products by DIS or Purchaser and shall not be so construed by Contractor in any advertising or other publicity materials.
- 45.2. Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein DIS' or Purchaser's name is mentioned, language is used, or Internet links are provided from which the connection of DIS' or Purchaser's name with Contractor's Products or Services may, in DIS' or Purchaser's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS or Purchaser *prior* to such use.

46. Review of Contractor's Records

- 46.1. Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to Minority and Women's Business Enterprise participation, protection and use of Purchaser's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Contractor shall retain all such records for two (2) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or two (2) years from the date of expiration or termination of this Contract, whichever is later.
- 46.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Contract's term, Contractor shall provide access to these items within Thurston County or the county where Purchaser is located. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.
- 46.3. Contractor shall incorporate in its subcontracts this section's records retention and review requirements.
- 46.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

General Provisions

47. Patent and Copyright Indemnification

- 47.1. Contractor, at its expense, shall defend, indemnify, and save DIS and Purchaser harmless from and against any claims against DIS or Purchaser that any Product supplied hereunder, or Purchaser's use of the Product within the terms of this Contract, infringes any patent, copyright, trade secret, trademark, or other similar proprietary right of a third party worldwide. Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by DIS or Purchaser provided that DIS or Purchaser:
 - Promptly notifies Contractor in writing of the claim, but DIS' or Purchaser's failure to provide timely notice shall only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor; and
 - Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.
- 47.2. If such claim has occurred, or in Contractor's opinion is likely to occur, DIS and Purchaser agree to permit Contractor, at its option and expense, either to procure the right to continue using the Product or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Product is enjoined by a court and Contractor determines

that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Product and provide Purchaser a refund. In the case of Product, Contractor shall refund to Purchaser its depreciated value. No termination charges will be payable on such returned Product, and the Purchaser will pay only those charges that were payable prior to the date of such return.

48. Save Harmless

Contractor shall defend, indemnify, and save DIS and Purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Contractor's obligation to defend, indemnify, and save DIS and Purchaser harmless shall not be eliminated or reduced by any alleged concurrent DIS or Purchaser negligence.

49. Insurance

49.1. Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published *edition of Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to DIS within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at DIS' sole option, result in this Contract's termination.

49.2. The minimum acceptable limits shall be as indicated below, unless otherwise indicated, for each of the following categories:

Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million combined single limit.

Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million; and

Professional Liability Errors and Omissions, with coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

49.3. Contractor shall pay premiums on all insurance policies. DIS shall be named as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall also reference this Contract number T11-PCH-527 and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof and shall contain a provision giving DIS thirty (30) days cancellation notice.

- 49.4. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.
- 49.5. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 49.6. Contractor shall furnish to DIS copies of certificates and endorsements of all required insurance within thirty (30) calendar days of this Contract's Effective Date and copies of renewal certificates and endorsements of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at DIS sole option, result in this Contract's termination.
- 49.7. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DIS in this Contract.

50. Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. DIS or Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

51. Licensing Standards

Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

52. Antitrust Violations

Contractor and Purchaser recognize that in actual economic practice overcharges resulting from antitrust violations are usually borne by Purchaser. Therefore, Contractor hereby assigns to Purchaser any and all claims for such overcharges as to services purchased in connection with this Contract, except as to overcharges not passed on to Purchaser resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

53. Compliance with Civil Rights Laws

During the performance of this Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the **Termination for Default** sections, and Contractor may be declared ineligible for further contracts with the State.

54. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

55. Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

56. Treatment of Assets

- 56.1. Nothing contained in this Contract shall be construed to transfer title to any property furnished by Purchaser.
- 56.2. Any Purchaser property furnished to Contractor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.
- 56.3. Contractor shall be responsible for any loss of or damage to property of Purchaser that results from Contractor's negligence or that results from Contractor's failure to maintain and administer that property in accordance with sound management practices.
- 56.4. Upon loss or destruction of, or damage to any Purchaser property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.
- 56.5. Contractor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.
- 56.6. All reference to Contractor under this section shall also include Contractor's employees, agents, or Subcontractors.

57. Contractor's Proprietary Information

Contractor acknowledges that DIS and Purchaser are subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information, must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, DIS and Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, DIS or Purchaser will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS or Purchaser will release the requested information on the date specified.

Disputes and Remedies

58. Disputes

- 58.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser and it cannot be resolved between the parties or by the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

58.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5) Business Days. The initiating party shall have five (5) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have five (5) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after five (5) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within five (5) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next five (5) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and its attorneys' fees and share equally the cost of the third panel member.

58.3. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

58.4. Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

58.5. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

59. Non-Exclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

60. Failure to Perform

If Contractor fails to perform any substantial obligation under this Contract, DIS or Purchaser shall give Contractor written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then DIS or Purchaser may withhold all monies due and payable to Contractor, without penalty to DIS or Purchaser, until such Failure to Perform is cured or otherwise resolved.

61. Limitation of Liability

61.1. The parties agree that Contractor, DIS and Purchaser shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on a Date Warranty or No Surreptitious Code Warranty issue or patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in

the sections titled **OSHA/WISHA**, **Termination for Default**, and **Review of Contractor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.

- 61.2. Contractor, DIS and Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor, DIS or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DIS or Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DIS, Purchaser, or their respective Subcontractors.
- 61.3. Neither Contractor, DIS nor Purchaser shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

Contract Termination

62. Termination for Default

- 62.1. If Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the DIS Contract Administrator or Purchaser shall give Contractor written notice of such failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise agreed. If such breach is not capable of cure within thirty (30) days, Contractor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If Contractor's failure or violation is not so corrected, this Contract may be terminated immediately by written notice from DIS to Contractor, or an Order may be terminated by written notice to Contractor from Purchaser.
- 62.2. In the event of termination of an Order or this Contract by DIS, Purchaser or DIS shall have the right to procure the Service(s) that are the subject of this Contract on the open market and Contractor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Contract/Order price for the Services and the replacement costs of such Services acquired from another vendor; (ii) if applicable, all administrative costs directly related to the replacement of the Order or Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs; and, (iii) any other direct costs to Purchaser or DIS resulting from Contractor's breach. DIS and Purchasers shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe DIS or Purchasers for Contractor's default.
- 62.3. If either DIS or Purchaser violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then Contractor shall give DIS or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days, or as otherwise agreed. If such failure to perform is not so corrected, Purchaser's Order may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Contract may be terminated by written notice from Contractor to DIS.
- 62.4. If the Failure to Perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a **Termination for Convenience**.

62.5. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

63. Termination for Convenience

63.1. When, at the sole discretion of DIS, it is in the best interest of the State, DIS may terminate this Contract, in whole or in part, upon thirty (30) calendar days written notice to Contractor.

63.2. Purchaser may terminate its Order upon sixty (60) days notice to Contractor. If an Order is so terminated, Purchasers are liable only for payments for Service(s) received and accepted by Purchaser prior to the effective date of termination.

64. Termination for Withdrawal of Authority

64.1. In the event that DIS or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract or any Order and prior to normal completion, DIS may terminate this Contract, or a Purchaser may terminate its Order(s), by thirty (30) Business Days written notice to Contractor. No penalty shall accrue to DIS and Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Services from a third party. If this Contract is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Service(s) received and accepted by Purchaser prior to the effective date of termination.

64.2. In the event that DIS' end user customer's authority to perform any of their duties related to receiving services from DIS through this contract is withdrawn, reduced, or limited in any way after the commencement of a SWO and prior to normal completion, DIS may terminate or amend SWO (s) or individual circuits in Service(s) under this Contract and its associated SWO (s) without penalty upon thirty (30) days prior written notice. This section shall not be construed to permit DIS or its end user customer to terminate SWO (s) in order to acquire similar Service(s) from a third party. If a SWO is terminated pursuant to this Section, DIS is liable only for payments required by the terms of this Contract for Service(s) received and accepted prior to the effective date of termination.

65. Termination for Non-Allocation of Funds

65.1. If funds are not allocated to DIS or Purchaser to continue this Contract or Order in any future period, DIS may terminate this Contract or individual circuits in service under this Contract by ten(10) Business Days written notice to Contractor. DIS or Purchasers will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DIS or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to DIS or Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Services from a third party. If a circuit is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Service(s) received and accepted by Purchaser prior to the effective date of termination.

65.2. If funds are not allocated to DIS' end user customer to continue with Service(s) under SWO (s) associated with this Contract in any future period, DIS may amend or terminate the applicable SWO (s) or individual circuits in Service(s) under this Contract. Purchaser will

not be obligated to pay any further charges for Services(s) including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit DIS or its end user customer to terminate SWO (s) in order to acquire similar Services from a third party. If a SWO is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Service(s) received and accepted by Purchaser prior to the effective date of termination.

66. Termination for Conflict of Interest

DIS may terminate this Contract, or Purchaser its Order(s), by written notice to Contractor if DIS or Purchaser determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract or any Order is so terminated, DIS and Purchasers shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Contract or any Order.

67. Termination Procedure

- 67.1. In addition to the procedures set forth below, if DIS terminates this Contract, Contractor shall follow any procedures DIS specifies in DIS' Notice of Termination.
- 67.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon Price, if separately stated, for the Services received by Purchaser, provided that in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Contract or Order had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. Purchaser may withhold from any amounts due Contractor such sum as Purchaser determines to be necessary to protect Purchaser from potential loss or liability.
- 67.3. Contractor shall pay amounts due Purchaser or DIS as the result of termination within thirty (30) calendar days of notice of the amounts due. If Contractor fails to make timely payment, Purchaser or DIS may charge interest on the amounts due at one percent (1%) per month until paid in full.

68. Covenant Against Contingent Fees

- 68.1. Contractor represents to the best of its knowledge, information and belief, that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide established commercial or selling agency of Contractor.
- 68.2. In the event Contractor breaches this section, Purchaser shall have the right to either annul this Contract without liability to Purchaser, or, in Purchaser's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

Contract Execution

69. Authority to Bind

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

70. Counterparts

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

71. Facsimile Execution

The parties agree that this Contract may be executed by facsimile signature, and shall be effective as of the date of such facsimile signature. If executed by facsimile, the parties agree to provide original signature pages within ten (10) business days of facsimile execution.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Approved

State of Washington
Department of Information Services



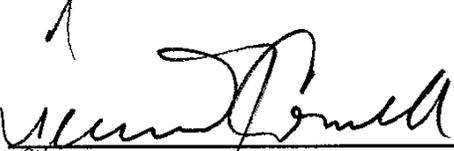
Signature

MICHAEL MARTEL 3/10/11
Print or Type Name Date

ASSISTANT DIRECTOR
Title

Approved

Comcast Business Communications, LLC



Signature

Terrence Connell 3/9/11
Print or Type Name Date

Vice President
Title

Contractor Information	
Contractor's UBI Number: 602580244	
Minority or Woman Owned Business Enterprise	
Yes _____	No <input checked="" type="checkbox"/>
(Certification Number)	

Schedule A
Product and Price List

as of March 3, 2011

for
Contract Number T11-PCH-527
with
Comcast Business Services, LLC

Maximum MRC 10 Mb
\$1,310.00

	100 Mb Ethernet Trunk Charge MRC	1 Gig. Ethernet Trunk Charge MRC
Olympia Node	Included in Port Charges	Included in Port Charges
Seattle Node	Included in Port Charges	Included in Port Charges
Spokane Node	Included in Port Charges	Included in Port Charges

Schedule B Supplemental Work Order Template

This Supplemental Work Order YY-YY (SWO) is made and entered by and between the State of Washington, Department of Information Services (“DIS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section XX of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by DIS (the “Effective Date”) and continue in full force and effect for a _____ (X) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS’ Contract Manager and DIS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

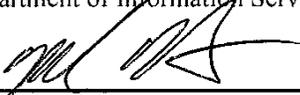
11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying DIS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs display traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SWO [YY-YY] to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Department of Information Services



Signature

MICHAEL MARTEL
Print or Type Name

ASSISTANT DIRECTOR 3/14/11
Title Date

Approved

Comcast Business Communications, LLC



Signature

Terrence Connell
Print or Type Name
Vice President

3/9/11
Title Date

Schedule C Escalation Procedures – Metro E

WE'RE HERE TO HELP – CUSTOMER CARE

If you encounter a billing or technical problem or need help with any of our services, the Ethernet Support Team is standing by to assist you. Technical support is available 24/7. Just call 800-741-4141. For sales questions, please contact your sales support team or visit the sales website, business.comcast.com/ethernet/index.aspx.

Escalation Procedures

Comcast will provide 24/7 support for all Customer issues. In an effort to provide the highest quality service to our business customers, Comcast has developed the following escalation procedure. At your request, your call will be escalated directly to one of our Supervisors or more senior staff if customer satisfaction has not been achieved after the standard trouble reporting procedure. Customer escalations should begin with following the intervals below.

Comcast Defined Priorities

Priority	Definition
1	No Service, Service Down
2	One or more customer sites experiencing degraded service

**** For all Priority 1 trouble calls there is a standard 4 hour MTTR goal (Mean Time to Repair)**

Our APS Tech will contact to you at a pre-determined intervals, as agreed upon with customer when the customer calls Customer Care to notify Comcast of the issue.

Notification Based on Priority – Durations without Resolution

Priority	Supervisor	Manager	Director
1	>= 01 Hours & <= 04 Hours	>= 04 Hours & <= 08 Hours	>= 08 Hours
2	>= 04 Hours & <= 08 Hours	>= 08 Hours & <= 10 Hours	>= 10 Hours

Escalation Contact List (Standard Business Hours 8 – 5 MTN Monday - Friday):

Title	Name	Contact Number	Email
Supervisor	Varies on shift	877-742-2156	Enterprise_Escalations@cable.comcast.com
Manager	Jason Perkins	720-267-7479	Jason_Perkins2@cable.comcast.com
Director	Rob Lincavage	720-267-1333	Robert_Lincavage@cable.comcast.com

Escalation Contact List (Non-Business Hours):

Title	Name	Contact Number	Email
Supervisor	Varies on shift	877-742-2156	Enterprise_Escalations@cable.comcast.com
Manager	Jason Perkins	Supervisor will patch through to Manager	
Director	Rob Lincavage	Manager will patch through to Director	

Schedule D
Authorized Purchasers

for
Contract Number T11-PCH-527
with
Comcast Business Communications, LLC

Washington State Department of Information Services;

K20 Network Connected Institutions;

Washington State Public Baccalaureate Institutions;

Washington State Community and Technical Colleges;

Washington State Public School Districts;

Washington State Educational Service Districts (ESD);

Washington State Public Library Systems;

Washington State Cities and Counties

**City of Bonney Lake, Washington
City Council Agenda Bill (AB)**

Department/Staff Contact: PW / Marlyn Campbell	Meeting/Workshop Date: 12 April 2011	Agenda Bill Number: AB11-43
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor: Jim Rackley

Agenda Subject: Accept TWD Intertie S Prairie Road E Waterline project with Mountain West Construction complete.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete- Twd Intertie S Prairie Road E Waterline Project, Mountain West Construction.

Administrative Recommendation:

Background Summary: Resolution 2045, 22 June 2010 awarded the construction contract to Mountain West Construction for the TWD Intertie S. Prairie Road E Waterline project which provided the city a permanent connection from TWD to the city's water system and future Prairie Ridge Drive booster pump station. Approximately 4,300 linear feet of 16 inch water main along S Prairie Road E was installed. As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation that there is no unpaid taxes and wages.

Attachments: Project Completion Report, Bill of Sale, Notice of Completion of Public Works Contract and photos of project.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
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Budget Explanation: Retainage Bond Release

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: 5 April 2011	Chair/Councilmember	Rackley	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	McKibbin	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Swatman	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent		
		Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 12 April 2011	Tabled to Date:

APPROVALS

Director: <i>Dan Grigsby</i>	Mayor:	Date Reviewed by City Attorney: (if applicable):
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Planning

Actual Costs

Comprehensive Facilities Plan Approved by City Council: 12/22/2009
 Study Required: N/A
 FY Funding in Budget: N/A
 Study Contract NTP Date: N/A
 Study Contract Completion Date: N/A
 Change Order Summary:

Planning
 Actual Total = \$0

Design

Date RFP Issued: N/A
 Design Contract Award Date: 8/12/2008
 Design Contract Completion Date: 5/19/2010
 Design Consultant(s): KPG

\$138,630

Scope of Work Changes: Date
 1
 2

Change Order Summary:
 1

Design Actual
 Total = \$138,630

Construction

Date of Advertisement: 6/2/2010
 Bid Opening Date: 6/16/2010
 Engineer's Estimate: \$822,902.21
 Low Responsive/Responsible Bid: \$570,001
 Contract Award Date: 6/22/2010
 Contract Completion Date: 11/12/2010
 Closeout Date:

497,301

Scope of Work Changes: Date
 1

Change Order Summary:
 1 Utility Conflicts- traffic signal, Valley Water, Quest
 2

9/12/2010 \$57,182

Other Construction

Pierce County ROW permit \$100
 hydrant meter \$420
 bid book reproductions \$1,367
 advertising \$299
 Field Engineering Services 21,268

Construction
 Actual Total = \$577,938

Total Project
 Cost= \$716,568

PW Infrastructure Addition(s):

See attached Bill of Sale form

RETURN TO:

**City of Bonney Lake
Public Works Department
8720 184th Avenue East
P.O. Box 7380
Boney Lake, Washington 98390-0944**

**Phone: 253-447-4336
Fax: 253-826-1921**

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor(s) _____ do(es) by these presents hereby convey, set over, assign, transfer and sell to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described utility or other improvements and all appurtenances thereto, situated in Pierce County, Washington:

TYPE OF DOCUMENT: Bill of Sale

GRANTOR(S): _____

GRANTEE: City of Bonney Lake, a Municipal Corporation

ABBREVIATED LEGAL DESCRIPTION: See Exhibit A

ASSESSOR TAX PARCEL I.D. NUMBERS: _____

NAME OF PROJECT: TWD Interbic Project
Sprairie Rd E Water line

ADDRESS OF PROJECT: _____

PROJECT NUMBER: _____

LEGAL DESCRIPTION: Located here or on Exhibit A of this document

PERSONAL PROPERTY DESCRIPTION; Located here or on Exhibit B of this document

the said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these presents this 28 day of March, 2011.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Grantor (DEVELOPER) SIGNATURE:

By: _____ By: _____

Its: _____ Its: _____

STATE OF WASHINGTON)
)SS
COUNTY OF PIERCE)

On this ___ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, of _____, to me proven to be the individual described in and who executed the foregoing instrument for himself and acknowledged that he signed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed on behalf of said _____, for uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the State of Washington,
residing at: _____
My Commission Expires: _____

EXHIBIT B - FINAL COST DATA AND INVENTORY

Page 1 of 2

Permit No. _____

Name of Project

TWD Intertie S Prairie Rd E Water Main

Per the request of the City of Bonney Lake the following information is furnished concerning final costs for improvements installed and turned over to the City for the above referenced project.

WATER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

Amount	Unit	Size	Type	Item	Cost
4315	L.F. of	16"	= DI	Water Main	\$ 209,277.50
180	L.F. of	12"	= DI	Water Main	\$ 7,995.00
	L.F. of		=	Water Main	\$
	L.F. of		=	Water Main	\$
4	EACH of	Air Vac's	=	Gate Valves	\$ 11,750.00
4	EACH of	Blow off	=	Gate Valves	\$ 6,576.00
7	EACH of	16"	=	Gate Valves	\$ 35,910.00
3	EACH of	12"	=	Gate Valves Fire Hydrant Assemblies	\$ 4,830.00
				Cost of Fire Hydrants must be listed separately	\$
				Includes Engineering and Sales Tax if applicable	\$
TOTAL COST FOR WATER SYSTEM					\$ 599,528.50

SANITARY SEWER SYSTEM

Amount	Unit	Size	Type	Item	Cost
	L.F. of		=	Sewer Main	\$
	L.F. of		=	Sewer Main	\$
	L.F. of		=	Sewer Main	\$
	EACH of		=	Diameter Manholes	\$
	EACH of		=	Diameter Manholes	\$
				Includes Engineering and Sales Tax if applicable	\$
TOTAL COST FOR SANITARY SEWER SYSTEM					\$

EXHIBIT B – FINAL COST DATA AND INVENTORY

Page 2 of 2

STORM DRAINAGE SYSTEM

Amount	Unit	Size	Type	Item	Cost	
_____	L.F. of	_____	=	_____	Storm Lines	\$ _____
_____	L.F. of	_____	=	_____	Storm Lines	\$ _____
_____	EACH of	_____	=	_____	Storm Inlet Outlet	\$ _____
_____	EACH of	_____	=	_____	Storm Catch Basin	\$ _____
_____	EACH of	_____	=	_____	Storm Catch Basin	\$ _____
Includes Engineering and Sales Tax if applicable					\$ _____	
TOTAL COST FOR STORM DRAINAGE SYSTEM					\$ _____	

STREET IMPROVEMENT

Item	Amount	Unit	Cost
Curb, Gutter, Sidewalk	_____	L.F.	\$ _____
Asphalt Pavement	_____	S.Y./L.F. of _____ width	\$ _____
Sign Installation Complete		EACH	\$ _____

SIGNALIZATION

(Including Engineering Design Costs, City Permit Fees, WA State Sales Tax)	\$ _____
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STREET LIGHTING

(Including Engineering Design Costs, City Permit Fees, WA State Sales Tax)	
Number of Poles	\$ _____

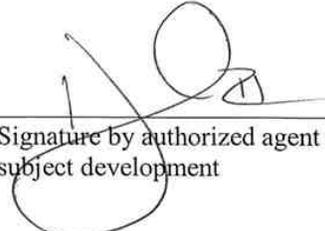


 Print Signatory Name

Phone _____

E-mail _____

FAX _____



 Signature by authorized agent or owner of
 subject development



NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor's UBI Number: **602 484 259**

Date: 6-Apr-11

Name & Address of Public Agency
City of Bonney Lake 8720 Main Street East Bonney Lake, WA 98391 UBI Number: 277000893

Department Use Only
Assigned to:
Date Assigned:

Notice is hereby given relative to the completion of contract or project described below

Project Name TWD Intertie- S. Prairie Road E Waterline	Contract Number	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Installation of 4,300 linear feet of 16 inch water main along S Prairie Ridge Drive E. New water main starts at the intersection of Prairie Ridge Drive East and S Prairie Rd E then run along South Prairie Rd E and connect to existing water main at the intersection of 214th Ave E.		
Contractor's Name Mountain West Construction LLC	Telephone Number 360-874-8800	
Contractor Address 713 Bay Street, Suite 205 Port Orchard, WA 98366		
If Retainage is Bonded, List Surety's Name (or attach a copy) Travelers Casualty and Surety Company of America		
Surety Agent's Address 1501 Fourth Avenue, Suite 1650 Seattle, WA 98101		
Date Contract Awarded 6/22/2010	Date Work Commenced 7/26/2010	Date Work Completed 11/12/2010
		Date Work Accepted Council action schedule-4/12/11

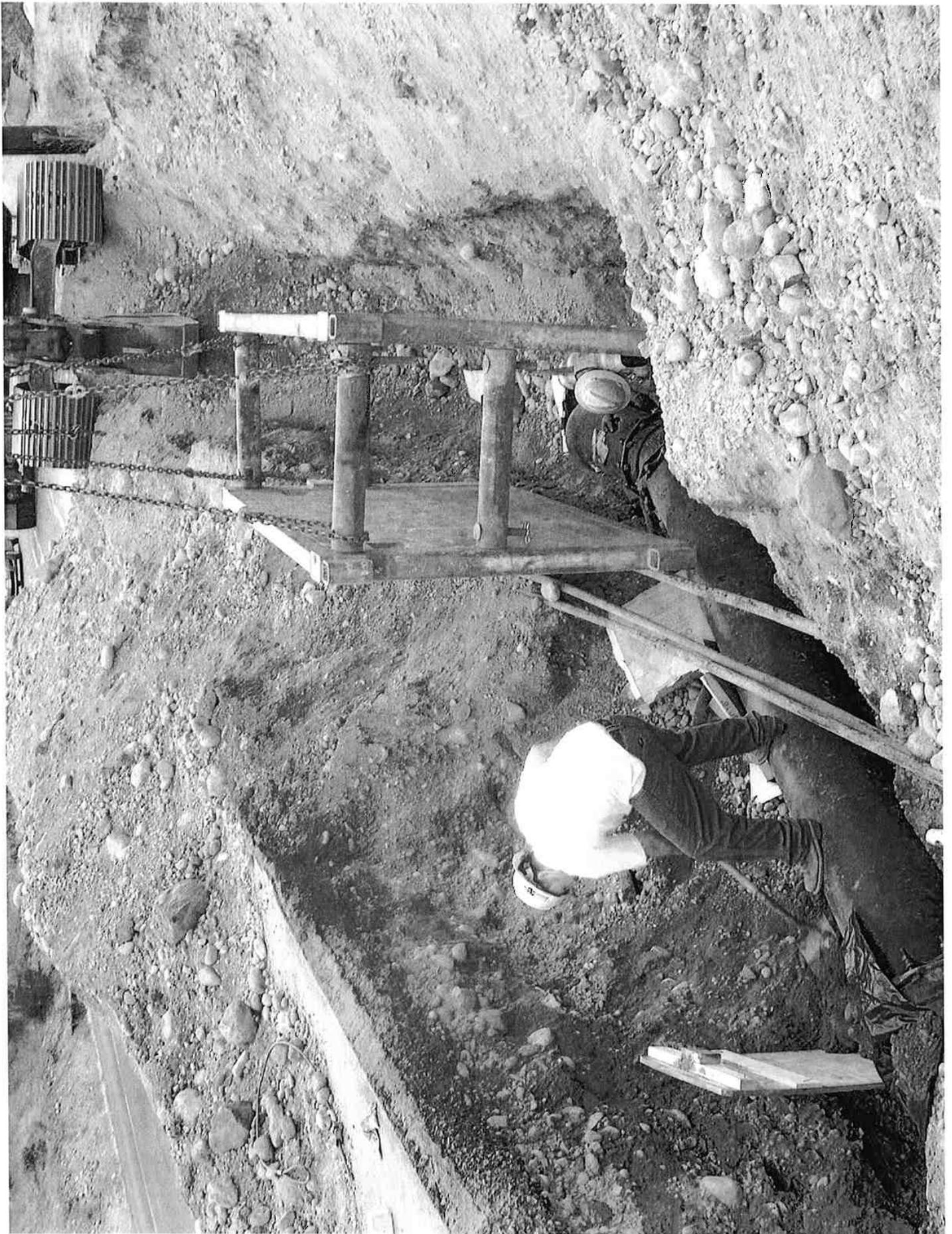
Contract Amount	\$	521,501.00			
Additions (+)	\$	52,605.01		Liquidated Damages \$	
Reductions (-)	\$	63,563.11		Amount Disbursed \$	554,483.51
Sub-Total	\$	510,542.90		Amount Retained \$	
Amount of Sales Tax Paid at <u>8.700%</u>					
(If various rates apply, please send a breakdown)	\$	43,940.61			
TOTAL	\$	554,483.51		TOTAL \$	554,483.51

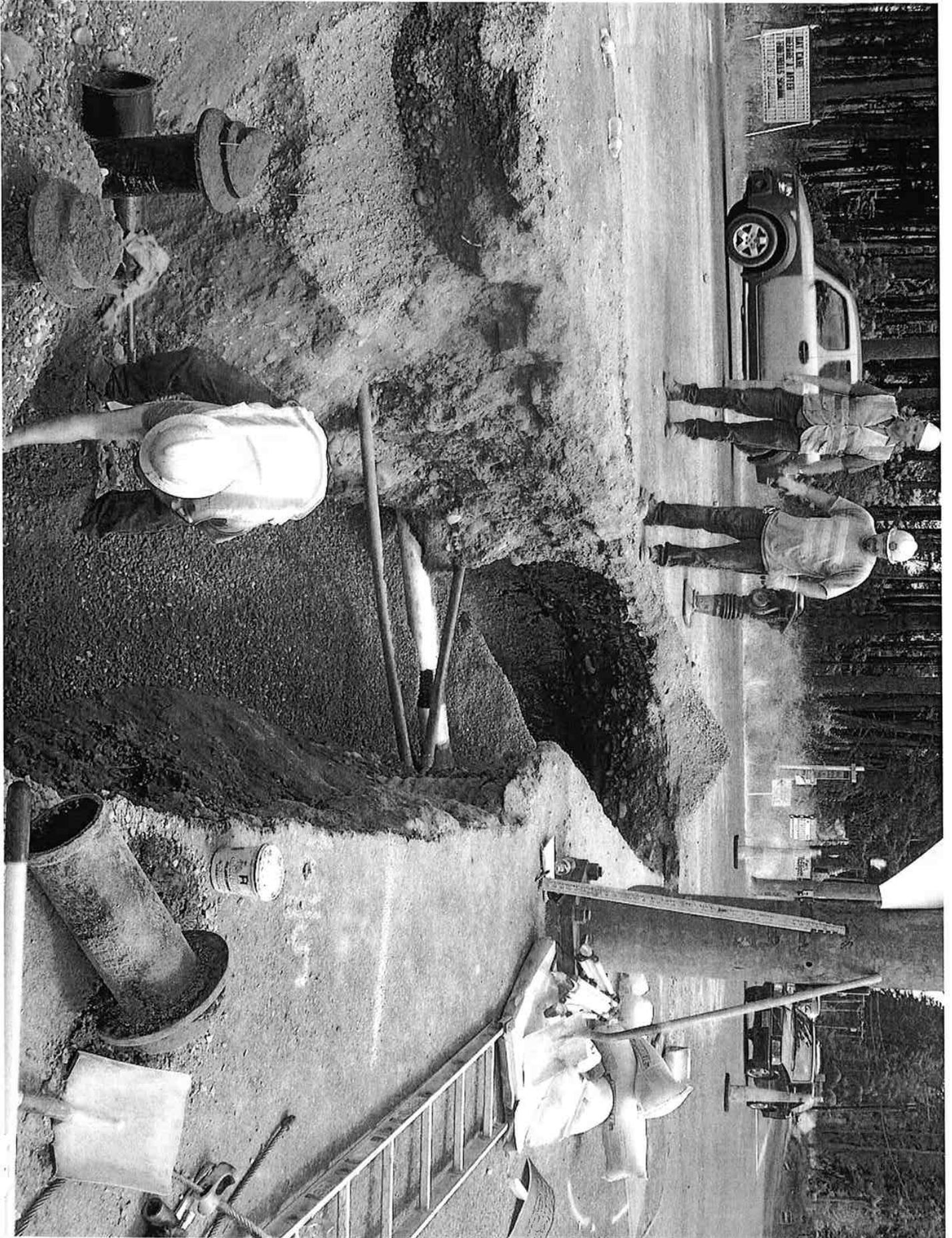
NOTE: These two totals must be equal

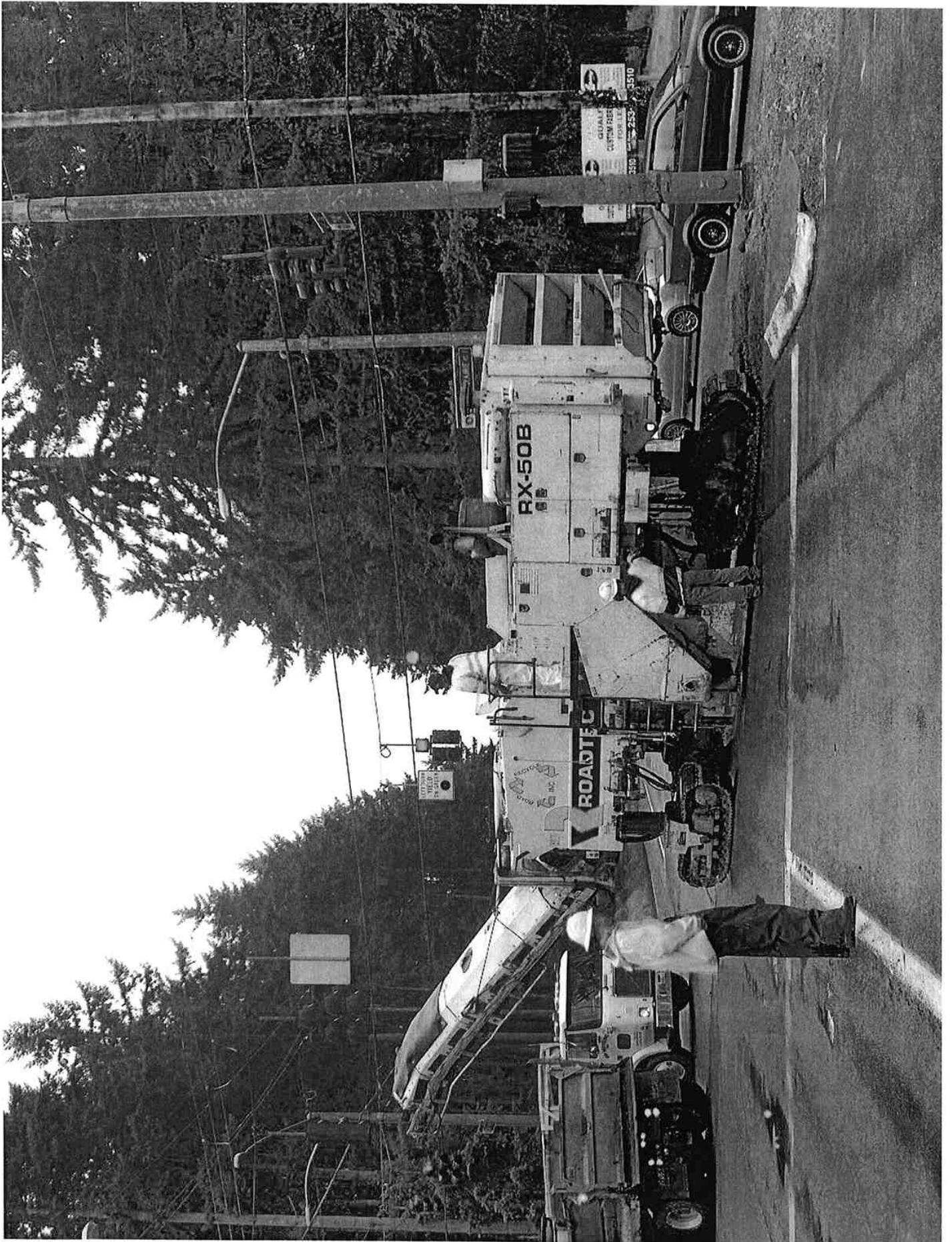
Please List all Subcontractors Below:

Subcontractor's Name:	UBI Number:	Affidavit ID (if known)
Stan Palmer Construction Inc.	600 336 626	309625
Signal Electric Inc.	173 005 578	307020
Northwest Traffic Inc.	602 140 049	303289
Del-Mar Concrete Cutting and Coring	602 260 574	303294
Northwest Asphalt Inc.	601 556 048	
Ground Up Road Construction Inc.	602 790 246	









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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Admin Services / Edvalson	Meeting/Workshop Date: 12 April 2011	Agenda Bill Number: AB11-38
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2111	Councilmember Sponsor:

Agenda Subject: Surplus and Disposal of Public Utilities Real Property on 181st Ave. E.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring As Surplus The Real Property Located At XXX 181st Ave East, Bonney Lake, WA, Parcel No. 3675000062, With A Current Assessed Value Of \$5,300 And Authorizing The Mayor To Sell Said Parcel By Public Auction Or Through Other Formal Bidding Procedures As Established By BLMC 2.70.100, With A Minimum Bid Of \$2,150.

Administrative Recommendation: Approve.

Background Summary: This 4750 sq. ft. parcel was a former well head site and contains a small well house. The well facilities have long since been removed and the property unused for many years. The Chief Contracting Officer, Don Morrison, has determined the property and structure to be surplus to the City's needs. The parcel was used for public utility purposes. State law requires the Council to hold a public hearing prior to considering declaration of the parcel as surplus and authorizing its disposal. The County Assessor has placed an assessed value of \$5,300 for the land and structure. Public Works may remove the building, which would reduce the assessed value to \$4,300. The City Council held a public hearing at the March 22, 2011 Council Meeting. There was no public testimony.

Attachments: Parcel Map

BUDGET INFORMATION			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
Budget Explanation: Proceeds from the possible sale of the property will be in excess of \$2,150.			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Finance Committee Date: 8 March 2011	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Mark Hamilton Councilmember James Rackley	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s): 03/22/11
Meeting Date(s): 04/12/11	Tabled to Date:

APPROVALS		
Director: <i>HTE</i>	Mayor: <i>NJ</i>	Date Reviewed by City Attorney: 3/22/11

RESOLUTION NO. 2111

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DECLARING AS SURPLUS THE REAL PROPERTY LOCATED AT XXX 181ST AVE EAST, BONNEY LAKE, WA, PARCEL NO. 3675000062, WITH A CURRENT ASSESSED VALUE OF \$5,300 AND AUTHORIZING THE MAYOR TO SELL SAID PARCEL BY PUBLIC AUCTION OR THROUGH OTHER FORMAL BIDDING PROCEDURES AS ESTABLISHED BY BLMC 2.70.100, WITH A MINIMUM BID OF \$2,150.

WHEREAS, the described lot and associated well house were used for public utility purposes; and

WHEREAS, the City Council of the City of Bonney Lake has determined the described parcel and well house are surplus to the ongoing needs of the City; and

WHEREAS, a duly noticed public hearing on the proposed surplus and disposal was held on March 22, 2011.

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, do hereby resolve that the described lot and building are surplus to the City's continuing needs and are no longer required for providing continued public utility service, and authorize the Mayor to dispose of the property through public auction or other formal bidding procedures as established in Bonney Lake Municipal Code 2.70.100, with a minimum bid of \$2,150.

PASSED BY THE CITY COUNCIL this 12th day of April, 2011.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, City Clerk
APPROVED AS TO FORM:

James J. Dionne, City Attorney

