Burien Contract # 3882

City of Burien, Washington
City Hall Contract Routing Sheet

Name of Contracting Party: King County-Cities of Burien, Seatac, Tukwila, and Renton Vendor #N/A

Project Name/Description: Agreement on the Design, Construction, Ownership, and Maint. of the F Line Rapidride Fiber Optic Project

Contract Amount: $ NA (Related to Rapid Ride Intelligent Transp. System Agreement #3883)

Type of Contract:

☐ Architectural/Engineering ☐ From MSRC Engineering Roster ☐ RFQ Process Done ☐ Consulting/Services (Non-Engineering)	☐ Construction/Public Works ☐ Informal Bidding Process Done-3 bids (less than $35,000) ☐ From MRSC Small Works Roster ($35,000 to $300,000) ☐ Competitive/Advertised Bidding Done (Over $300,000) ☐ Other: Sole Source - Emergency	☐ Human Services/ Arts &Culture X Other: ____ ☐ Contract Amendment to Contract No. ____

Is this contract authorized in the current year's budget? ☐ Yes ☐ No

If budgeted, list Fund/Dept.: ____

Page # in Budget: ____ Budget line item amount: $____

BARS Account Number: Approved by City Council 7-15-13

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Approval: Dria Robert *Date:* 5/31/13
- ☑ Draft contract, get contract file checklist items
- ☑ Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- ☑ Obtain *Dept. Director Approval* [illegible] *Date:* 6/3/13

Legal Dept. Directions/Approval: [illegible] *Date:* 5/31/13
- ☐ Review insurance
- ☑ Review by City Attorney (non-routine contracts)

Finance Dept. Directions/Approval: L Fleming *Date:* 6-10-13
- ☑ Review contract budget/administrative review.

Contract Manager Directions:
- ☑ Obtain signatures on contract.
- ☑ Provide fully signed copy of contract to other party.
- ☑ Make copy of contract for own files, if desired.
- ☑ Return original Contract Package to Finance Dept.

Finance Dept. Directions:
- ☒ Assign contract number.
- ☒ E-mail contract number to Contract Manager.
- ☒ Provide Contract Package to Scanner.

Contract File Checklist:
- NA ☐ W-9 Taxpayer ID Form
- NA Burien Business License #____
- NA Insurance Certificate
- ☐ Bids, if applicable ☒ N/A
- ☒ Contract Fully Signed

King County
Department of Transportation
Metro Transit Division
Transit Route Facilities Program

201 South Jackson Street
M.S. KSC-TR-0413
Seattle, WA 98104-3856

LETTER OF TRANSMITTAL

Date: October 31, 2013

To: Brian Roberts, City of Burien

From: Franco Fernandes, King County Metro

RE: **F Line RapidRide Fiber Optic Use and Maintenance Agreement**

Transmitted As Checked Below:

- ☐ For Your Review
- ☐ As Requested
- ☐ Please Return One Original
- ☐ For Your Approval
- ☐ For Your Information
- ☒ Other For your file
- ☐ For Your Action
- ☐ Under Separate Cover
- ☐ Via

Items/Copies	Description
1	Fully executed original copy of the F Line RapidRide Fiber Optic Use and Maintenance Agreement

Comments:

Brian,

Attached is the fully executed original copy of the F Line RapidRide Fiber Optic Use and Maintenance Agreement for your files.

Thank you for your assistance.

Franco Fernandes
King County Metro
Transit Route Facilities
Tel. 206-477-5779 (Note, my telephone number has changed)

AGREEMENT ON THE DESIGN, CONSTRUCTION, OWNERSHIP, AND MAINTENANCE OF THE F LINE RAPIDRIDE FIBER OPTIC PROJECT

Between

KING COUNTY

CITY OF BURIEN

CITY OF SEATAC

CITY OF TUKWILA

CITY OF RENTON

TABLE OF CONTENTS

I. RECITALS 1
II. PURPOSE OF AGREEMENT 1
III. DEFINITIONS 1
IV. FIBER OPTIC PROJECT BACKGROUND 4
V. SCOPE OF WORK 4
A. OVERVIEW 4
B. DESIGN APPROACH FOR THE COUNTY FIBER 6
C. DESIGN APPROACH FOR LOCAL AGENCY FIBER 6
D. DESIGN APPROACH FOR INTERAGENCY FIBER 7
E. LOCAL AGENCY FIBER DEDICATED TO F LINE RAPIDRIDE 7
VI. RELATIONSHIPS AMONG PARTICIPATING AGENCIES 7
A. PRINCIPLES 7
B. CHANGES 8
C. ALLOCATION AND OWNERSHIP OF FIBER OPTIC CABLE 8
D. USE OF FIBERS 8
F. TRANSFER OF FIBERS 8
G. PARTICIPATING AGENCIES' RIGHT OF FIRST REFUSAL 8
H. FUTURE USE OF FIBER OPTIC CABLE ALREADY OWNED BY INDIVIDUAL PUBLIC AGENCIES 9
I. CONTACT PERSONS AND ADDRESSES 9
VII. THE COUNTY RESPONSIBILITIES AS LEAD AGENCY 9
A. GENERAL RESPONSIBILITY OF THE COUNTY AS LEAD AGENCY 9
B. AGREEMENTS, APPROVALS, PERMISSIONS, AND PERMITS 10
C. NOTICE OF INSTALLATION AND TESTING 10
D. MAINTENANCE AND REPAIR RESPONSIBILITIES 10
E. COUNTY NONCOMPLIANCE 11
F. AUDIT 11
VIII. FACILITY OWNER RIGHTS AND RESPONSIBILITIES 12
A. PRINCIPLES FOR USE OF PARTICIPATING AGENCY FACILITIES 12
B. APPROVALS 12
C. ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS 12
D. ACCESS TO AND USE OF FACILITIES 12
E. BUILDING ENTRANCES 13
F. MODIFICATIONS TO FACILITIES 13
G. RELOCATION OF FIBER OPTIC CABLE 13
H. PROPERTY RIGHTS 13
I. DEFAULT AND DISPUTE RESOLUTION 14
IX. RELATIONSHIP BETWEEN THE COUNTY AND CONTRACTORS 14
A. RESPONSIBILITY 14
B. APPROVALS 14
C. INSURANCE 15
X. INDEMNIFICATION AND LIMITATION OF LIABILITY 15
A. LIMITATION OF LIABILITY AND INDEMNITY – THE COUNTY AS LEAD AGENCY 15
B. LIMITATION OF LIABILITY AND INDEMNITY – FACILITY OWNERS 15
C. LIMITATION OF LIABILITY AND INDEMNITY – PARTICIPATING AGENCIES 16
XI. ADDITIONAL TERMS AND CONDITIONS 16
A. LAWS, LICENSES, AND PERMITS 16
B. PERFORMANCE 17
C. AGREEMENT TERM 17
D. TERMINATION FOR CAUSE 17
E. FORCE MAJEURE 17
F. NO WAIVER 17
G. SEVERABILITY 18
H. RIGHTS CUMULATIVE 18
I. CONTRACTUAL RELATIONSHIP 18
J. HEADINGS 18
K. APPLICABLE LAW AND VENUE 18
L. BINDING EFFECTS 18
M. ASSIGNMENT 18
N. NOTICES 18
O. MODIFICATION OR AMENDMENT 19
P. EXECUTED IN COUNTERPARTS 19

Attachment 1: F Line Fiber Route Schematic ..... 21~~1~~
Attachment 2: Project Elements F Line RapidRide Fiber Optic Project 22
Attachment 3: Fiber Optic Project Cost Estimate 26
Attachment 4: Schematic of Typical RapidRide Fiber Optic Components 27
Attachment 5: Ownership and Maintenance Responsibilities of Fiber Optic Project Elements 28

I. RECITALS

This AGREEMENT is made by and between the City of Burien, the City of SeaTac, the City of Tukwila, the City of Renton, and King County, hereinafter referred to as the "Participating Agencies."

WHEREAS, the key elements of bus rapid transit include new, low-floor, hybrid diesel-electric buses; improved frequency of bus service; improved traffic operations; and transit stations with real-time passenger information signs; and

WHEREAS, King County's bus rapid transit program has now been named RapidRide; and

WHEREAS, the Participating Agencies are interested in advancing the implementation of this program; and

WHEREAS, the approved King County transit capital program includes funding to support the investments in traffic signal systems and communication necessary to implement RapidRide; and

WHEREAS, King County plans to construct a fiber optic network between the Burien Transit Center, Tukwila International Link Light Rail Station, Tukwila Transit Center, Tukwila Commuter Rail Station, Renton Transit Center and Renton Landing for the purpose of providing the communication infrastructure to support capital improvements such as real-time passenger information signs and transit signal priority elements of RapidRide; and

WHEREAS, King County plans to install a sufficient number of fiber optic cables to meet the County's needs as well as additional fiber optic cable to support the fiber communication needs of the Participating Agencies; and

WHEREAS, the City of Burien, the City of SeaTac, the City of Tukwila, and the City of Renton have conduit path available that can serve all the Participating Agencies; and

WHEREAS, mutually beneficial contractual arrangements with other public entities that leverage public funds to provide both new and better bus service to cities and major employers is one of four key strategies identified in the Transit Now proposition approved by King County voters in the general election on November 7, 2006;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTICIPATING AGENCIES, THE PARTICIPAING AGENCIES AGREE AS FOLLOWS:

II. PURPOSE OF AGREEMENT

This Agreement defines how the Participating Agencies will work together for the benefit of all the Participating Agencies in implementing the F Line RapidRide Fiber Optic Project. This document also outlines the roles and responsibilities of all the Participating Agencies with respect to the design, use, maintenance, and financing of the fiber cables during the term of the Agreement.

III. DEFINITIONS

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings, unless the context clearly requires a different meaning:

A. Acceptance or Accepted

Written documentation of King County's determination that the contractor's work has been completed in accordance with the contract.

B. Agreement

Refers to this document, *Agreement on the Design, Construction, Ownership, and Maintenance of the F Line Fiber Optic Project.*

C. Building Entrance

Conduit or conduits usually connecting a vault, Handhole, or maintenance hole in the public right-of-way to a building.

D. Common Fiber Spares

Fiber Strands installed as part of the Fiber Optic Project held in reserve solely for replacement of disabled fibers.

E. Conduit or Duct

Enclosed raceway or tube designed to house Fiber Strands for their protection.

F. Dark Fiber

An optical fiber strand not coupled to an optical light source.

G. Day

Calendar day.

H. Demarcation Point

A point agreed to between the Facility Owner and the County that documents where one party's responsibilities end and the other's begins.

I. Facility or Facilities

A structure including but not limited to buildings, vaults, maintenance holes, Handholes, Conduit, and Building Entrances.

J. Facility Manager

The person designated by the Facility Owner to manage the Facility, including granting access and determining and approving its use and terms and conditions for such use.

K. Facility Owner

The Participating Agency that is the legal owner of a Facility or Facilities or the Participating Agency holding the legal right to grant permission to occupy, use, or modify Facilities.

L. Fiber Optic Cable

A cable installed by the Participating Agencies pursuant to this Agreement that is composed of strands of glass fiber, each strand of which is designed to conduct signals of modulated light (optical signals) from one end to the other.

M. Fiber Optic Project

The activities associated with the installation of fiber optic transmission materials, pursuant to this Agreement.

N. Fiber Strand or Strand of Fiber

A single, thin, transparent fiber of glass enclosed by a material of a lower index of refraction that reflects light throughout its length by internal reflections.

O. Handhole

An underground structure (usually concrete) providing an opening in a Conduit that workers may reach into but usually do not enter for the purposes of installation and maintenance of cable.

P. Indirect Costs

Indirect Costs are costs determined in accordance with a Participating Agency's standard methodology for computing Indirect Costs. Indirect Costs shall include costs of labor, benefits, equipment usage, miscellaneous materials, material handling, and administrative and general charges. This definition also applies to Facility Owner Indirect Costs.

Q. ITS

Intelligent Transportation System.

R. Lead Agency

The Participating Agency designated by mutual consent that is responsible for managing the Work related to the Fiber Optic Project, including entering into contracts for design and construction, overseeing the construction work, and assuming responsibility for ongoing maintenance of the completed Fiber Optic Project on behalf of the Participating Agencies. King County is designated as the Lead Agency for this Agreement.

S. Make-Ready Work

Any planning, analysis, design, review, adjustment to equipment, construction, and/or other activities (such as tree trimming) necessary to prepare existing Facilities for use by the Lead Agency as determined by the Facility Owner.

T. Participating Agency

A public agency that is a signatory to this Agreement for the purpose of engaging in the Fiber Optic Project.

U. Participating Agency Facilities

Those Facilities owned, managed, and occupied by a Participating Agency.

V. Pathway

Aerial or underground Facilities used for the purpose of placing fiber optic cables, splice cases, trace wire, etc.

W. Splice

The point where two separate optical Fiber Strands are joined together either mechanically or by fusion to make one continuous optical fiber strand.

X. Telecommunications Service(s)

Telecommunications Service(s) is the transmission of information over Fiber Strands from one location to another (not including services provided between two areas within the same building) meeting industry-accepted transmission standards, their equivalent or replacement

service. Such information includes but is not limited to voice, video, data, pictures, and facsimile. Telecommunications Service(s) does not include Dark Fiber or services other than transmission services.

Y. Work

All activities related to the planning, right-of-way acquisition, scheduling, analysis, design, engineering, preparation, construction, installation, evaluation, maintenance, repair, and operation of the Fiber Optic Project as provided for in this Agreement, including Make-Ready Work.

IV. FIBER OPTIC PROJECT BACKGROUND

King County, hereinafter referred to as the "County," will deploy F Line RapidRide, a bus rapid transit (BRT) service, between the City of Burien, the City of SeaTac, the City of Tukwila, and the City of Renton. RapidRide is a premium transit service with increased frequency, reduced travel time, and enhanced passenger amenities.

Two key elements of RapidRide service are real-time information signs at selected bus stop locations and transit signal priority at selected intersections throughout the corridor. To support these features, the County is developing a network for transporting data from its central communication system to the roadside, and for communicating wirelessly along the roadside with real-time information signs, fare transaction processors, and buses. The roadside network will consist of a fiber optic cable, secure wireless access points at intersections, and backhaul services provided through the King County WAN and the Washington State Department of Transportation (WSDOT) regional network.

The Fiber Optic Project will install a large-capacity fiber optic cable along the F Line RapidRide corridor as shown in Attachment 1 using existing traffic signal, fiber optic, and illumination conduit along the corridor. This cable will run from the Burien Transit Center to the SW 7th St/Rainier Ave South in Renton and provide backhaul connections with the King County WAN at the Burien Transit Center and King County Transvalley corridor, as well as backhaul connections with WSDOT at the regional hub at State Route 518/SR 99 and at Renton City Hall. The Fiber Optic Project will include sufficient fiber strands to support the County's RapidRide ITS communications, local agency communications, and interagency communications.

V. SCOPE OF WORK

A. OVERVIEW

The Fiber Optic Project will install a trunk fiber optic cable between SW 150th St/4th Avenue SW in Burien and S 7th St/Rainier Ave S in Renton. The fiber optic trunk cable will be a minimum of 48-strands and a maximum of 288-strands of singlemode fiber optic cable. The trunk cable will be installed on 4th Ave SW, S 156th St/S 154th St/Southcenter Blvd/Grady Way, Powell Ave SW, S 7th St, S 3rd ST, Burnett Ave S, S 2nd St. In locations where the RapidRide route does not coincide with the fiber optic trunk pathway, 24-strand fiber lateral cables will be installed to provide communications to the RapidRide ITS cabinets. A fiber routing schematic is provided as Attachment 1, *F Line Fiber Route Schematic.*

Between the SW 150th St/4th Ave S (Burien) and Southcenter Blvd/62nd Ave S (Tukwila), the Fiber Optic Project will install a 72-strand fiber optic trunk cable. A 72-strand fiber trunk will also be installed on West Valley Highway (SR 181) between Grady Way and Strander Blvd. The fiber cable is sized to support future communication capacity for use by the local

agencies for public purposes such as video surveillance, traffic signal communications, and city-to-city communications. The distribution of fiber is as follows:

County RapidRide ITS communications	24 strands
Local agency communications	24 strands
Interagency communications	24 strands
Total	**72 strands**

Between Southcenter Blvd/62nd Ave S and West Valley Highway (SR 181)/Grady Way, the Fiber Optic Project will install a 144-strand fiber optic trunk cable. The fiber cable is sized to provide continuity of the 72-strand fiber trunk from its terminus at Southcenter Blvd/62nd Ave S to West Valley Highway (SR 181)/Grady Way, while also providing additional 72-strands dedicated to the City of Tukwila without requiring the installation of two separate fiber cables within the same conduit pathway. The distribution of the fiber is as follows:

County RapidRide ITS communications	24 strands
City of Tukwila communications	96 strands
Interagency communications	24 strands
Total	**144 strands**

Between West Valley Highway (SR 181)/Grady Way and SW 7th St/Rainier Ave S, the Fiber Optic Project will install a 288-strand fiber optic trunk cable. The fiber cable is sized to provide continuity of the 72-strand fiber trunk, while also providing 216-strands of additional fiber for the Community Connectivity Consortium without requiring the installation of two separate fiber cables within the same conduit pathway. A separate agreement between King County and the Community Connectivity Consortium will be executed for the 216-strands of additional fiber. The remaining 72 strands of fiber optic cable constitute this segment of the Fiber Optic Project. The distribution of the fiber is as follows:

County RapidRide ITS communications	24 strands
Local agency communications	24 strands
Interagency communications	24 strands
Total	**72 strands**

In downtown Renton on S 3rd St and S 2nd St between Rainier Ave S and Burnett Ave S and on Burnett Ave S between S 3rd St and S 2nd St, the Fiber Optic Project will install a 48-strand fiber trunk. The fiber cable is sized to support RapidRide communication and future communication capacity for use by the City of Renton for public purposes such as, traffic signal communications, and video surveillance. The distribution of fiber is as follows:

County RapidRide ITS communications	24 strands
City of Renton communications	24 strands
Total	**48 strands**

The Fiber Optic Project will install 24-strand fiber optic lateral cables on the following roadway segments:

- Tukwila Parkway between Andover Park W and Andover Park E
- Baker Blvd between Andover Park W and Andover Park E
- Strander Blvd between Andover Park W and W Valley Highway (SR 181)
- Longacres Way between W Valley Highway (SR 181) and Tukwila Commuter Rail Station
- Tukwila Commuter Rail Station between Longacres Way and SW 27th St Extension
- SW 27th St between Tukwila Commuter Rail Station and Oakesdale Ave SW
- Oakesdale Ave SW between SW 27th ST and Grady Way
- Lind Ave SW between SW 16th St and S 7th St

The fiber optic lateral cables are sized to provide 24-strands of fiber for King County Metro RapidRide communications.

The Fiber Optic Project includes funding for the design, installation, and construction of local agency and interagency communication fiber. The local agency communication fiber will be owned by the local jurisdiction in which this fiber is installed. The interagency communication fiber will run the length of the F Line RapidRide corridor between the Burien and Renton Transit Centers. The Community Connectivity Consortium (CCC) shall reimburse the County for its portion of the fiber cable and shall assume ownership of the 216 strands dedicated to the CCC upon payment to the County.

The elements of the Fiber Optic Project are provided in Attachment 2, *Project Elements: F Line RapidRide Fiber Optic Project.*

The construction budget for the Fiber Optic Project is provided in Attachment 3, *Fiber Optic Project Cost Estimate.*

B. DESIGN APPROACH FOR THE COUNTY FIBER

The County RapidRide fiber will be installed with multiple channels along the project corridor. The channels will be established using the fiber optic strands allocated to King County Metro RapidRide and will be structured to provide connections to multiple backhaul locations on the corridor.

C. DESIGN APPROACH FOR LOCAL AGENCY FIBER

The local agency fiber will be installed with multiple channels, one for each City along the F Line corridor.

For the City of Burien, fibers 25 to 30 will be terminated into each traffic signal controller cabinet along the F Line RapidRide corridor (6-in, 6-out). One pair of terminated fibers shall transmit the traffic signal interconnect to each of the traffic signal controllers in Burien along the F Line corridor and two pairs will be terminated into each traffic signal cabinet for future use. A fourth pair of fiber will be used to pass the interconnect data from the termination cabinet at SW 153rd St/4th Ave SW to the backhaul point at the Burien Transit Center. All local agency fibers within the City of Burien shall be spliced so that no City data shall pass further east than 1st Ave SW on the local agency fibers.

For the City of SeaTac, fibers 25 to 30 will be terminated into each traffic signal controller cabinet along the F Line RapidRide corridor (6-in, 6-out). One pair of terminated fibers shall transmit the traffic signal interconnect from backhaul connection at the WSDOT minihub at SR 518/SR 99 to each of the traffic signal controllers along the F Line corridor and two pairs

will be terminated into each traffic signal cabinet for future use. A fourth pair of fiber will be terminated only at the WSDOT minihub and at S 156th St/Des Moines Memorial Drive to pass the interconnect data back from the signal controllers to the backhaul point at the WSDOT minihub at SR 518/SR99. All local agency fibers within the City of SeaTac shall be spliced so that no City data shall pass beyond the City's jurisdiction at S 156th St/Des Moines Memorial Drive and S 154th St/24th Ave S on the local agency fibers.

For the City of Tukwila, no fibers will be terminated in the City's traffic signal controller cabinets. The local agency fiber shall be terminated only at the backhaul connection points at the WSDOT minihub at SR 518/SR99 and at the termination cabinet at Southcenter Blvd/62nd Ave S and at Interurban Avenue/Grady Way. All local agency fibers within the City of Tukwila shall be spliced so that no future City data shall pass beyond the city's jurisdiction at Southcenter Blvd/TIBS and Interurban Ave/Grady Way on local agency fiber.

For the City of Renton, no fibers will be terminated in the City's traffic signal controller cabinets. The local agency fiber shall be terminated only at the backhaul connection points at Interurban Avenue/Grady Way and at Rainier Ave S/S 7th St. All local agency fibers within the City of Renton shall be spliced so that no future City data shall pass beyond the city's jurisdiction at Grady Way/Oakesdale Ave SW and Renton City Hall on local agency fiber.

D. DESIGN APPROACH FOR INTERAGENCY FIBER

All 24 fiber stands (49-72) will terminate in the termination cabinets at 4th Ave SW/SW 153rd St, SR 518/SR 99, Southcenter Blvd/62nd Ave S, Southcenter Blvd/Grady Way, and Rainier Ave S/S 7th St.

E. LOCAL AGENCY FIBER DEDICATED TO F LINE RAPIDRIDE

The City of Renton will install 96-strand singlemode fiber optic trunk cable on Rainier Avenue S as a part of the Rainier Ave S improvement project. The City of Renton shall dedicate 24-strands of the Rainier Ave S trunk cable to King County Metro F Line RapidRide communication. Additionally, the City shall dedicate 8 strands of existing fiber optic cable from S 3rd St/Wells Ave S to each of the RapidRide intersections north of S 2nd St for the extension of the F Line RapidRide route to the Landing. The City of Renton shall also dedicate 2-strands of existing fiber from Rainier Ave S/S 7th St to Renton City Hall to provide for F Line backhaul via the WSDOT Traffic Buster network and 2-strands of existing fiber from Rainier Ave S/S 7th St to S 180th St/Oakesdale Ave S to provide a backhaul connection for the F Line via the King County Transvalley fiber.

The City of Tukwila shall also dedicate 2-strands of existing fiber optic cable from Strander Blvd/Andover Park W to S 180th St/Southcenter Parkway to provide a backhaul connection for the F Line via the King County Transvalley fiber.

VI. RELATIONSHIPS AMONG PARTICIPATING AGENCIES

A. PRINCIPLES

This Agreement among the Participating Agencies shall conform to the following principles:

1. Participation in the Fiber Optic Project is voluntary.
2. Arrangements for cooperation should be fair and equitable among Participating Agencies. Any special configuration, such as a routing change to accommodate a particular Participating Agency, should be paid for in whole by that Participating Agency.

3. Participating Agencies may have varying amounts of financial and other responsibilities. Participating Agencies should share maintenance proportionately based on each Participating Agency's share of ownership or use of the Fiber Strands as described in the Agreement.

4. In consideration of the perpetual right to use Participating Agencies' conduit, the County will at its own cost design, install, and dedicate fiber optic cables to the Participating Agencies for their ownership and use.

B. CHANGES

Participating Agencies shall have the right to propose changes to the Fiber Optic Project, which must be approved by all Participating Agencies. Changes that impact Facility Owners shall be subject to approval by the Facility Owners.

C. ALLOCATION AND OWNERSHIP OF FIBER OPTIC CABLE

Fiber Optic Cable and Fiber Strands installed as part of the Fiber Optic Project shall be allocated to the individual Participating Agencies. The Participating Agency shall own all right and title to these allocated Fiber Strands. The ownership of the elements of the Fiber Optic Project is identified in Attachment 5, *Ownership and Maintenance Responsibilities of the Fiber Optic Project Elements.*

D. USE OF FIBERS

A Participating Agency shall have completely free and unrestricted use of the Fiber Strands installed and allocated to it under the Fiber Optic Project Agreement for any lawful government, public education, intergovernment, or public utility purpose subject to applicable agreements, approvals, permission, and permits. Such right to use shall be for the duration of the Agreement and for any renewals by the Participating Agencies unless terminated under the terms and conditions provided herein.

F. TRANSFER OF FIBERS

Participating Agencies shall not assign the use or otherwise convey the use of any of the Participating Agency's fibers as identified in the Agreement to any other party except to government, public education, or public utility entities.

Participating Agencies who wish to transfer their allocated fibers must obtain written and unanimous approval from all Participating Agencies. Participating Agencies are also granted right of first refusal regardless of the circumstances of the transfer.

G. PARTICIPATING AGENCIES' RIGHT OF FIRST REFUSAL

Before any allocated fibers held by a Participating Agency may be transferred, the other Participating Agencies, either individually or collectively, shall have a right of first refusal to accept the transfer of the fibers on the terms and conditions set forth in this section.

(a) Notice of Proposed Transfer. The transferring Participating Agency shall deliver to all Participating Agencies a written notice stating: (i) the bona fide intention to transfer such allocated fibers; (ii) the name of each proposed transferee; (iii) the number of fibers to be transferred to each proposed transferee; (iv) the consideration for which the Participating Agency proposes to transfer the allocated fibers and the material terms and conditions of the proposed transfer (the "Offered Terms"); and (v) an offer to sell the allocated fibers at the Offered Terms to the other Participating Agencies.

(b) Exercise of Right of First Refusal. At any time within sixty (60) days after receipt of the notice, the other Participating Agencies, either individually or collectively, may, by giving written notice to the transferring Participating Agency, elect to accept all, but not less than all, of the allocated fibers proposed to be transferred to any one or more of the proposed transferees.

(c) Any government, public education, or public utility entity accepting the transfer of fibers installed under this Agreement must agree to all the terms and conditions of this Agreement, and shall notify the Facility Owner(s) of any such transfer.

(d) Participating Agencies may grant the right to use their fiber allocation to any other government, public education, or public utility entity provided the use is approved by all of the other Participating Agencies.

H. FUTURE USE OF FIBER OPTIC CABLE ALREADY OWNED BY INDIVIDUAL PUBLIC AGENCIES

Nothing in this Agreement precludes Participating Agencies from entering into separate agreements with other Participating Agencies to use fiber optic cable other than the Fiber Optic Cable installed pursuant to this Agreement.

I. CONTACT PERSONS AND ADDRESSES

The contact persons for the administration of this Agreement are as follows:

King County:
John Toone, ITS Program Manager
King County Department of Transportation
201 S Jackson St
Seattle, WA 98104

City of Burien:
Brian Victor, City Engineer
400 SW 152nd St, Suite 300
Burien, WA98166

City of Tukwila:
Cyndy Knighton, City Engineer
6300 Southcenter Blvd, Suite 100
Tukwila, WA 98118-8548

City of SeaTac:
Florendo Cabudol, City Engineer
City of SeaTac
4800 S 188th St
SeaTac, WA 98188

City of Renton:
Ron Hansen, Network Systems Manager Finance and IT
1055 S Grady Way
Renton, WA 98057-3232

Community Connectivity Consortium:
George McBride, Consultant (GM2)

VII. THE COUNTY RESPONSIBILITIES AS LEAD AGENCY

A. GENERAL RESPONSIBILITY OF THE COUNTY AS LEAD AGENCY

The County shall be responsible for the overall management of the Work necessary for the successful completion of the Fiber Optic Project, as the agent of the Participating Agencies in the Fiber Optic Project, pursuant to the terms and conditions of this Agreement. The County shall have the authority and the responsibility for negotiating and entering into such separate contracts with Facility Owners as are necessary for the specific use of their Facilities in furtherance of the Fiber Optic Project. The County will also have the authority to enter into and manage such separate contract agreements with contractors as are necessary to perform all or part of the Work associated with the Fiber Optic Project.

The County is responsible for ensuring that all applicable terms and conditions of this Agreement are included in the contracts with Facility Owners and contractors. Prior to execution of any contracts with Facility Owners or contractors, the County shall provide an opportunity for the Participating Agencies to review and comment on such agreements. In the event there is a dispute regarding any of the provisions or lack of provisions in this Agreement, such dispute shall be resolved through the Dispute Resolution process identified in this Agreement.

The County shall keep the Participating Agencies informed as to the status of the Fiber Optic Project.

B. AGREEMENTS, APPROVALS, PERMISSIONS, AND PERMITS

The County shall be responsible for obtaining all necessary agreements, approvals, permissions, and permits and any other documents required or necessary for the successful completion of the Fiber Optic Project and for keeping them in place and current.

C. NOTICE OF INSTALLATION AND TESTING

The County shall notify the Participating Agencies when initial installation of the Fiber Optic Cable and the Acceptance testing of all the Fiber Strands have been completed.

D. MAINTENANCE AND REPAIR RESPONSIBILITIES

1. Maintenance and Repair of Fiber Optic Cable, Fiber Strands, and Pathway

Maintenance of the 72-strand, 144-strand, and 288-strand trunk Fiber Optic Cable and trunk Fiber Strands installed pursuant to this Agreement, as well as the Pathways between and including the Demarcation Points, shall be the responsibility of the County as agent for the Participating Agencies.

For this Agreement, the Demarcation Points are the 25TA fiber vaults. A schematic of the typical fiber optic components is provided as Attachment 4, *Schematic of Typical RapidRide Fiber Optic Components*.

Maintenance of Fiber Optic Lateral Cables and Fiber Strands installed from the 25TA fiber vaults to the Participating Agencies' equipment shall be the responsibility of the Participating Agency that owns the equipment to which the lateral cable is connected.

The 25TA fiber vaults installed by the F Line RapidRide ITS project and the RapidRide ITS cabinets shall be the responsibility of the County.

County maintenance responsibility shall continue for the term of this Agreement and for any extensions or renewals.

A summary of the maintenance responsibilities for the elements of the Fiber Optic Project is provided as Attachment 5, *Ownership and Maintenance Responsibilities of Fiber Optic Project Elements*.

In instances where service to any of the Participating Agencies has been interrupted on the County side of the Demarcation Point, the County, at the Participating Agencies' request, will repair the Fiber Optic Cable as soon as possible provided that all necessary permissions to effect the repairs have been obtained from the Facility Owner(s).

Restoration of traffic control and public safety services shall be given the highest priority. In the event of an outage, the Participating Agencies shall work promptly to restore the functionality of the Fiber Optic Cable as soon as possible and practical after restoration of

any other necessary services. The Participating Agencies shall not cut or otherwise damage Fiber Optic Cable unless absolutely necessary for the safe and prompt restoration of traffic control and public safety services.

2. Maintenance and Repair Expenses

The Participating Agencies shall be responsible for the expense of maintenance and repair of the Fiber Optic Cable and Fiber Strands for the duration of this Agreement on a proportional basis as identified in Attachment 5, *Ownership and Maintenance Responsibilities of Fiber Optic Project Elements*. When repairs are required as a result of damage caused by a third party, the Participating Agency in whose jurisdiction the damage occurred shall seek payment from the third party for the cost of the repair. The County shall assign a designated maintenance manager who shall review ongoing maintenance expenses with Participating Agencies as reasonably requested, but at least on an annual basis.

The County may contract with a vendor capable of making any necessary repairs. The contact shall provide for around-the-clock service, defined response times, and supply guarantees.

3. Payments for Maintenance and Repair Expenses

Participating Agencies shall pay all amounts owed to the County within 30 Days of receipt of the billing. If a Participating Agency disputes all or a part of the payment owed to the County, then such dispute shall be resolved through the dispute resolution process identified in this Agreement.

If a Participating Agency cannot or does not make payment for charges owed within 90 Days, the Participating Agency shall be given written notice to correct the default. The Participating Agency shall have 90 Days, or such longer time after receipt of notice as the County may authorize in writing, to make payment.

If the Participating Agency and the County still cannot reach agreement on amounts owed, the dispute shall be resolved through the dispute resolution process identified in this Agreement.

E. COUNTY NONCOMPLIANCE

The County shall adhere to the terms, conditions, and requirements of the Work as provided in this Agreement, and the required record keeping as required in this Agreement. Where there has been gross negligence or willful misconduct on the part of the County, and additional Work is necessary to conform the Work to the requirements of this Agreement, it shall be at the expense of the County.

F. AUDIT

The County shall permit Participating Agencies, or their designated agent(s), from time to time (including up to six years after the expiration or termination of this Agreement) to inspect and audit all pertinent books and records of the County, contractors, subcontractors, or any other person or entity in connection with or related to the Fiber Optic Project with respect to the services provided, costs, and the compensation paid. Such audit shall occur at such reasonable times and at such reasonable location(s) as mutually agreed to by the Participating Agencies and the County.

VIII. FACILITY OWNER RIGHTS AND RESPONSIBILITIES

A. PRINCIPLES FOR USE OF PARTICIPATING AGENCY FACILITIES

Use of Facilities owned by a Participating Agency shall comply with all requirements of the Participating Agency that owns them. A Facility shall be designed and constructed to maximize the reasonable, additional future use of such Facility. The general project costs shall include all fees and charges for the use of the Facility.

This Agreement shall not be construed to authorize any Participating Agency to make use of any other Participating Agency's Facilities unless such use is specifically authorized by the Participating Agency in its capacity as a Facility Owner. The Facility Owner has final approval of planning, engineering, design, material, and maintenance for all portions of the Fiber Optic Project on or within its Facilities.

B. APPROVALS

All contractors hired by the County to work within or on Facilities shall be subject to approval by Facility Owner(s). In all agreements with contractors, the Facility Owner(s) may require the County to specify that the contractors attend one or more pre-construction meetings with the appropriate Participating Agencies and Facility Owners to review installation requirements for the Work and any restrictions or other requirements that must be adhered to prior to any Work being performed in or on Facilities. The contractor agreement shall state that the Facility Owner or the Participating Agency has authority to stop inadequate or unsafe Work, or to require that inadequate or unsafe Work be corrected as provided for in this Agreement.

C. ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS

In choosing to co-locate components of the Fiber Optic Project in Facilities, the Participating Agencies acknowledge that there are risks associated with having components of the Fiber Optic Project co-located within any such Facility. Participating Agencies explicitly understand that risks include bearing all costs, except such costs caused by the gross negligence or willful misconduct of the Facility Owner, including but not limited to: provision of alternative communication paths needed by the Participating Agencies, loss of Participating Agency business, and restoration of their fiber systems if they are damaged.

D. ACCESS TO AND USE OF FACILITIES

The County shall obtain access to and use of Facilities from Facility Owners for the purpose of installing, maintaining, and repairing components of the Fiber Optic Project, including all agreements, approvals, permissions, and permits required. Such access shall be subject to Facility availability as determined by the Facility Manager and any conditions specified by the Facility Owner.

1. Permission to Enter

   Access to Facilities shall be allowed only after the Facility Owner has been notified and permission has been granted by the Facility Owner.

2. Requests for Access

   All requests for access to Facilities must be made through the appropriate Facility Manager in writing, and shall be subject to the terms and conditions of this Agreement.

   In the event of an emergency, requests for access may be made in person or by telephone. In such cases, prompt written documentation of the request will follow.

3. Buildings

If the County desires to use space in any building, the County shall comply with the restrictions and conditions specified by the designated building manager.

4. Conformance to Regulations

Access to and use of any Facility shall be in conformance with all codes, regulations, and requirements.

E. BUILDING ENTRANCES

Where applicable, in the event that a Building Entrance owned or controlled by one of the Participating Agencies is not usable for either entering a building or for providing access to the location in a building where the Participating Agencies have installed Fiber Optic Project components, the County has the responsibility for making alternative arrangements for building access with the building owner. The expense associated with an alternative Building Entrance shall be borne by the Participating Agencies using the building.

F. MODIFICATIONS TO FACILITIES

At the County's request, the Facility Owner shall make necessary modifications to any existing Facilities to enable building access for the Fiber Optic Project. Any requests by the County for such modifications shall be made to the Facility Owner and/or Manager.

G. RELOCATION OF FIBER OPTIC CABLE

The County will work with the Facility Owner to ensure that the Fiber Optic Cable within or on Facilities is designed and constructed to minimize the likely need for future relocation. The Facility Owner has the right of pre-approval and post-construction acceptance of any work required either to remove cable from within or on Facilities or to place cable within or on alternative Facilities.

1. All relocations of Fiber Optic Cable, regardless of reason, will be managed by the County. All relocations will be managed as a part of and under the terms and conditions of this Agreement.

2. Notice

Except for emergency situations, the Facility Owner will give the County at least 90 Days notice of the need to relocate any components of the Fiber Optic Project located within or on Facilities.

3. Relocation

When relocation is required, the Facility Owner may, when possible, provide substitute Facilities within or on which the Participating Agencies may relocate the components of the Fiber Optic Project.

H. PROPERTY RIGHTS

Nothing in the terms of this Agreement shall be construed to convey to the Participating Agencies any property rights in existing Facilities of a Facility Owner. Nothing in the terms of this Agreement shall be construed to compel a Facility Owner to maintain any of its Facilities for a period longer than is necessary for its own service requirements. In the event that Facilities are abandoned by the Facility Owner, the Participating Agencies may remain in such Facilities at their own risk, subject to the approval of the Facility Owner. Any ownership rights in Facilities created or constructed as part of the Fiber Optic Project will be allocated per this Agreement.

I. DEFAULT AND DISPUTE RESOLUTION

The Participating Agencies desire, if possible, to resolve disputes, controversies, and claims ("Disputes") arising out of this Agreement without litigation.

To that end, if any Participating Agency believes that another Participating Agency, whether as a Participating Agency, Facility Owner, or Lead Agency, has failed to perform any obligation under this Agreement or has performed such obligation in a manner inconsistent with this Agreement, then the Participating Agency shall provide written notice to all Participating Agencies, stating with specificity the nature of the Dispute.

Thereafter, each Participating Agency shall appoint a knowledgeable, responsible management representative to meet within 30 Days of the date of the written notice and negotiate in good faith to resolve any Dispute.

The Participating Agencies agree that the discussions and correspondence among the representatives for purposes of Dispute resolution shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any action or proceeding arising under or concerning this Agreement without the agreement of the parties to the dispute. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in any such action or proceeding.

If the negotiations between the Participating Agencies do not resolve the Dispute within 60 Days of the initial written request, the Dispute shall be submitted to mediation with a mediator chosen by mutual agreement of the parties.

Each Participating Agency shall bear its own cost of these Dispute resolution procedures. The Participating Agencies that are party to the mediation shall equally share the fees of the mediation and the mediator.

Nothing in this paragraph precludes any Participating Agency from seeking relief from King County Superior Court should mediation efforts be unsuccessful.

IX. RELATIONSHIP BETWEEN THE COUNTY AND CONTRACTORS

A. RESPONSIBILITY

The County as Lead Agency is responsible for ensuring that the applicable terms and conditions of this Agreement are included in agreements with Facility Owners and contractors. However, each contractor shall be held liable for any negligence, intentional acts, or willful or wanton misconduct caused by its performance or failure to perform the work under this Agreement or any contracts with the County.

B. APPROVALS

All contractors hired by the County to work within or on Facilities shall be subject to approval by Facility Owners. In all agreements with contractors, the Facility Owner(s) may require the County to require such contractors to attend a pre-construction meeting with the appropriate authority to review installation requirements and work restrictions prior to any work being performed in or on Facilities. The contractor's agreement shall state that the Facility Owner or the jurisdiction having rights-of-way has authority to stop Work or require that inadequate Work be corrected.

C. INSURANCE

Prior to undertaking any work under any this Agreement, the County shall ensure that all contractors, at no expense to the County, Participating Agencies and Facility Owner(s), have obtained and filed with the County acceptable evidence of a policy or policies of insurance as enumerated in this Agreement.

X. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. LIMITATION OF LIABILITY AND INDEMNITY – THE COUNTY AS LEAD AGENCY

The County, when acting in the capacity as Lead Agency, shall not be liable, in law or in equity, to the Facility Owner, Participating Agencies, or any subsequent user for any damages relating to the interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the gross negligence or willful misconduct of the County. The Facility Owners and Participating Agencies shall indemnify and save harmless the County, its officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event of gross negligence or willful misconduct by the County in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim notify the County, and upon such notice, the County shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or the County have the right to pay, settle, or otherwise compromise such claim without the prior written consent of the Participating Agencies, who shall not unreasonably withhold such consent.

THE COUNTY AS LEAD AGENCY SHALL NOT BE LIABLE TO THE FACILITY OWNER, PARTICIPATING AGENCIES, OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.

B. LIMITATION OF LIABILITY AND INDEMNITY – FACILITY OWNERS

Facility Owners, when acting in that capacity, shall not be liable, in law or in equity, to the County as Lead Agency, to Participating Agencies, or to any subsequent user for any damages relating to the interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the gross negligence or willful misconduct of the Facility Owner. The County as Lead Agency and Participating Agencies shall indemnify and save harmless Facility Owners and Facility Owners' officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event of gross negligence or willful misconduct by the Facility Owner in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim notify the County as Lead Agency, and upon such notice, the County shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or the County have the right to pay, settle, or otherwise compromise such claim without the prior written consent of the Participating Agencies, who shall not unreasonably withhold such consent.

THE FACILITY OWNER SHALL NOT BE LIABLE TO THE PARTICIPATING AGENCIES OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.

C. LIMITATION OF LIABILITY AND INDEMNITY – PARTICIPATING AGENCIES

A Participating Agency, when acting in that capacity, shall not be liable, in law or in equity, to the Lead Agency, the Facility Owners or any other Participating Agency, or any subsequent user for any damages relating to interruption of service or interference with the operation of the Fiber Optic Project, except to the extent caused by the gross negligence or willful misconduct of that Participating Agency. The County as Lead Agency, the Facility Owner, and the other Participating Agencies shall indemnify and save harmless a Participating Agency and its officers, employees, and agents from all claims, actions, liability, and damages of any nature arising out of any act or omission, except in the event of gross negligence or willful misconduct by that Participating Agency in connection with this Agreement.

If any claim arises to which this indemnification provision may be applicable, the Facility Owner shall immediately upon learning of such claim notify the County as Lead Agency, and upon such notice, the County shall promptly notify the Participating Agencies. The Participating Agencies may, at their option, settle or compromise such claim. In no event shall the Facility Owner or the County have the right to pay, settle or otherwise compromise such claim without the prior written consent of the Participating Agencies, who shall not unreasonably withhold such consent.

A PARTICIPATING AGENCY SHALL NOT BE LIABLE TO THE COUNTY AS LEAD AGENCY, THE FACILITY OWNER, OR OTHER PARTICIPATING AGENCIES OR THEIR USERS OR ANY SUBSEQUENT USER UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES ALLEGED TO HAVE ARISEN DUE TO AN INTERRUPTION OF SERVICE OR DAMAGE TO ANY FIBER OPTIC CABLE OR ASSOCIATED EQUIPMENT.

XI. ADDITIONAL TERMS AND CONDITIONS

A. LAWS, LICENSES, AND PERMITS

1. General Requirement

All work done under this Agreement shall comply with all applicable federal, state, and local laws, and all rules, regulations, orders, and directives of relevant administrative agencies.

2. Licenses, Permits, and Similar Authorizations

The Participating Agencies shall have and maintain in effect at all times all necessary franchises, licenses, permits, consents, and easements from federal, state, and local authorities and the owners of rights-of-way and private property. The Participating Agencies will comply with all requirements thereof to install, construct, maintain, operate, and remove any fiber optic installation(s).

B. PERFORMANCE

Each Participating Agency will perform all of its obligations under this Agreement in a timely manner.

C. AGREEMENT TERM

This Agreement shall become effective upon the execution of all Participating Agencies, and unless terminated in accordance with the terms of this Agreement, shall continue to a term of 20 years.

One year prior to the expiration of this 20-year period, the Participating Agencies shall in good faith negotiate a renewal agreement for an additional 20-year period or terminate their participation according to the provisions of this Agreement. Under the terms of any renewal agreement, the Participating Agencies shall continue to make payments as specified in this Agreement.

Terms and conditions of this Agreement that have expired shall remain in effect until superseded by a new agreement.

D. TERMINATION FOR CAUSE

Any Participating Agency may terminate this Agreement in the event that another party fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided by such other Party.

Notice of termination shall be given by the Participating Agency terminating this Agreement to the others not less than 45 Days prior to the effective date of termination.

E. FORCE MAJEURE

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, and industrial, civil or public disturbances causing the inability to perform the requirements of this Agreement. If a party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event that any party ceases to be excused pursuant to this provision, then the other parties, including the County as Lead Agency, shall be entitled to exercise any remedies otherwise provided for in this Agreement. Whenever a force majeure event causes a party to allocate limited resources between or among a party's other obligations, the Work under this Agreement shall receive no less priority in respect to such allocation than any of the Participating Agencies' other projects.

F. NO WAIVER

No term or provision hereof shall be deemed waived or consented to, and no breach excused unless such waiver or consent shall be in writing and signed by the Participating Agency claimed to have waived or consented.

Failure of any one or more Participating Agencies to insist upon strict performance of, or a Participating Agency's waiver of, any of the terms, conditions, or obligations of this Agreement, shall not be a waiver of any other term, condition, covenant, or obligation, or of any subsequent default by breach of the same or other term, condition, covenant or obligation

contained herein by any one or more Participating Agencies, nor shall such action or inaction by any one or more Participating Agencies be construed as to bind or prejudice any other Participating Agency.

G. SEVERABILITY

In the event any section, sentence, clause, or phrase of this Agreement is adjudicated to be invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall be unaffected by such adjudication and all other provisions shall remain in full force and effect as though the section, clause, or phrase so adjudicated to be invalid had not been included herein. The Participating Agencies agree to negotiate a replacement section, sentence, clause, or phrase that is legal and most closely represents the original intent of the Participating Agencies.

H. RIGHTS CUMULATIVE

The rights and remedies of the Participating Agencies provided for under this Agreement are in addition to any other rights and remedies provided by law. The failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not exclude or waive the right to use another.

I. CONTRACTUAL RELATIONSHIP

This Agreement does not constitute the Participating Agencies as the agent or legal representative of a Facility Owner for any purpose whatsoever. The Participating Agencies are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Facility Owner or to bind the Facility Owner in any manner or thing whatsoever.

J. HEADINGS

The titles of sections are for convenience only and do not define or limit the contents.

K. APPLICABLE LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and venue of any action brought hereunder shall be in the Superior Court for King County.

L. BINDING EFFECTS

The provisions, covenants, and conditions in the General Terms and Conditions apply to bind the Participating Agencies and their legal heirs, representatives, successors, and assigns.

M. ASSIGNMENT

No Participating Agency shall assign its rights or assign its duties under this Agreement without the prior written consent of the other Participating Agencies, which consent shall not be unreasonably withheld.

N. NOTICES

All notices and other materials to be delivered hereunder shall be in writing and shall be delivered or mailed to the addresses as identified in this Agreement.

O. MODIFICATION OR AMENDMENT

No modification to or amendment of the provisions of the General Terms and Conditions shall be effective unless in writing and signed by authorized representatives of the Participating Agencies to this Agreement. The Participating Agencies expressly reserve the right to modify any agreement, from time to time, by mutual agreement.

P. EXECUTED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

IN WITNESS WHEREOF, the Participating Agencies hereto have executed this Agreement on the respective dates indicated below.

Kevin Desmond
General Manager, King County Metro Transit

Approved as to Form

Anh Nguyen
Prosecuting Attorney

IN WITNESS WHEREOF, the Participating Agencies hereto have executed this Agreement on the respective dates indicated below.

Approved as to Form

Kevin Desmond
General Manager, King County Metro Transit

Marcine Anderson
Prosecuting Attorney

Approved as to Form

City Manager, City of Burien

City Attorney

Approved as to Form

, City of SeaTac

City Attorney

Approved as to Form

, City of Tukwila

City Attorney

Approved as to Form

, City of Renton

City Attorney

Date: 6/3/13

Todd Cutts, City Manager, City of SeaTac

Approved as to Form

Date: 12/28/12

Mary Mirante-Bartolo, City Attorney

By Jim Haggerton Date: 8-6-13

Jim Haggerton, Mayor, City of Tukwila

Approved as to Form

Rachel Turpin Date: 8/5/13

Rachel Turpin City Attorney

1st of 2 ORIGINALS

Denis Law, Mayor, City of Renton

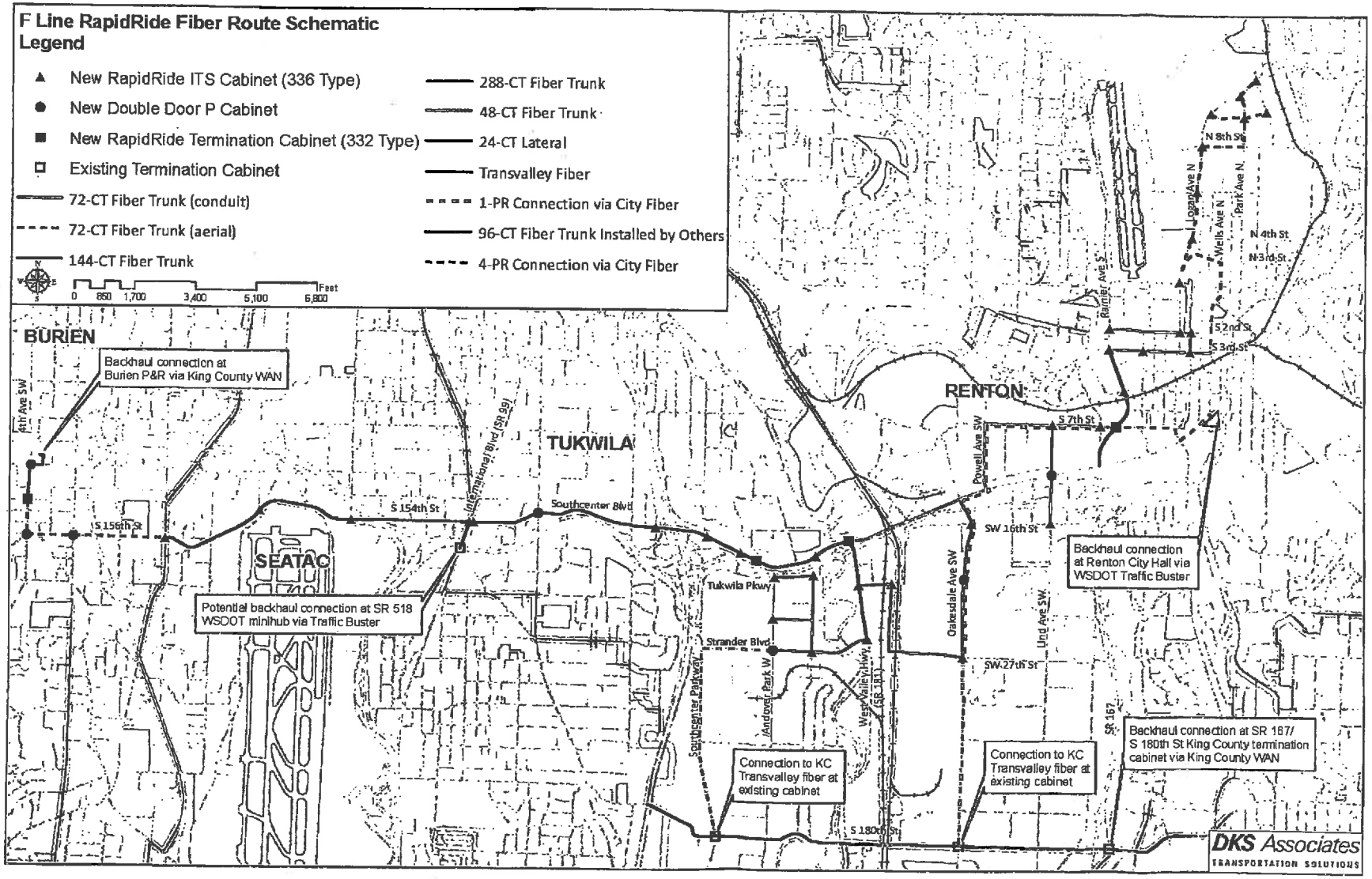
10/3/2012

Attest:

Bonnie I. Walton, City Clerk

Approved as to Form

City Attorney


F Line RapidRide Fiber Route Schematic
Legend
New RapidRide ITS Cabinet (336 Type)
New Double Door P Cabinet
New RapidRide Termination Cabinet (332 Type)
Existing Termination Cabinet
72-CT Fiber Trunk (conduit)
72-CT Fiber Trunk (aerial)
144-CT Fiber Trunk
288-CT Fiber Trunk
48-CT Fiber Trunk
24-CT Lateral
Transvalley Fiber
1-PR Connection via City Fiber
96-CT Fiber Trunk Installed by Others
4-PR Connection via City Fiber
0 850 1,700 3,400 5,100 6,800 Feet
BURIEN
Backhaul connection at Burien P&R via King County WAN
4th Ave SW
S 156th St
S 154th St
SEATAC
Potential backhaul connection at SR 518 WSDOT minihub via Traffic Buster
International Blvd (SR 99)
TUKWILA
Southcenter Blvd
Tukwila Pkwy
Strander Blvd
Southcenter Parkway
Andover Park W
West Valley Hwy (SR 181)
Connection to KC Transvalley fiber at existing cabinet
S 180th St
Oakesdale Ave SW
Powell Ave SW
SW 16th St
SW 27th St
Lind Ave SW
SR 167
RENTON
S 7th St
Rainier Ave S
Logan Ave N
Wells Ave N
Park Ave N.
N 8th St
N 4th St
N 3rd St
S 2nd St
S 3rd St
Backhaul connection at Renton City Hall via WSDOT Traffic Buster
Connection to KC Transvalley fiber at existing cabinet
Backhaul connection at SR 167/ S 180th St King County termination cabinet via King County WAN
DKS Associates
TRANSPORTATION SOLUTIONS

Attachment 2
Project Elements: F Line RapidRide Fiber Optic Project

Element 1 (Trunk: 4th Ave SW from SW 150th St to SW 153rd St)

The installation of a 72-strand fiber trunk line with fiber distribution as follows:

King County RapidRide:	24 Strands (1-24)
Local Agency Communication (City of Burien):	24 Strands (25-48)
Interagency Communications:	24 Strands (49-72)

Element 2 (Trunk (Aerial): 4th Ave SW from SW 153rd St to SW 156th St and SW 156th Street from 4th Ave SW to Des Moines Memorial Drive)

The installation of a 72-strand fiber trunk line with fiber distribution as follows:

King County RapidRide:	24 Strands (1-24)
Local Agency Communication (City of Burien):	24 Strands (25-48)
Interagency Communications:	24 Strands (49-72)

Element 3(TSC Laterals: 4th Ave SW from SW 150th St to SW 156th St and SW 156th St from 4th Ave SW to 1st Ave S)

The installation of 12-strand fiber laterals, from trunk to traffic signal control cabinets dedicated to the City of Burien.

Element 4 (ITS Laterals: 4th Ave SW from SW 150th St to SW 156th St and SW 156th St from 4th Ave SW to 1st Ave S)

The installation of 12-strand fiber laterals, from trunk line to ITS cabinets dedicated to King County RapidRide.

Element 5 (Trunk: S 156th St/S 154th St from Des Moines Memorial Drive to International Blvd (SR 99))

The installation of a 72-strand trunk line with fiber distribution as follows:

King County RapidRide:	24 Strands (1-24)
Local Agency Communication (City of SeaTac):	24 Strands (25-48)
Interagency Communications:	24 Strands (49-72)

Element 6 (TSC Laterals: S 156th St/S 154th St from Des Moines Memorial Drive to 24th Ave S)

The installation of 12-strand fiber laterals, from trunk to traffic signal control cabinets dedicated to the City of SeaTac.

Element 7 (ITS Laterals: S 156th St/S 154th St from Des Moines Memorial Drive to International Blvd (SR99))

The installation of 12-strand fiber laterals, from trunk line to ITS cabinets dedicated to King County RapidRide.

Element 8 (Trunk: S 154th St/International Blvd (SR 99) to SR 518 EB on-ramp/International Blvd (SR 99))

The installation of a 144-strand trunk line with fiber distribution as follows:

King County RapidRide:	48 Strands (1-24, 73-96)
Local Agency Communication (City of Tukwila):	24 Strands (25-48)
Local Agency Communication (City of SeaTac):	24 Strands (97-120)
Interagency Communications:	48 Strands (49-72, 121-144)

Element 9 (Trunk: Southcenter Blvd from International Blvd (SR 99) to 62nd Ave S)

The installation of a 72-strand trunk line with fiber distribution as follows:

King County RapidRide:	24 strands (1-24)
Local Agency Communication (City of Tukwila):	24 strands (25-48)
Interagency Communications:	24 strands (48-72)

Element 10 (Trunk: Southcenter Blvd from 62nd Ave S to West Valley Highway (SR 181))

The installation of a 144-strand trunk line with fiber distribution as follows:

King County RapidRide:	24 strands (1-24)
Local Agency Communication (City of Tukwila):	96 strands (25-48, 73-144)
Interagency Communications:	24 strands (48-72)

Element 11 (Trunk: West Valley Hwy (SR 181) from Strander Blvd to Grady Way)

The installation of a 72-strand fiber trunk with fiber distribution as follows:

King County RapidRide:	24 Strands (1-24)
Local Agency Communication (City of Tukwila)	24 Strands (25-48)
Interagency Communication:	24 strands (49-72)

Element 12 (ITS Laterals: Southcenter Blvd from International Blvd (SR99) to 66th Ave S, Andover Park E from Tukwila Parkway to Strander Blvd, Tukwila Parkway from Andover Park E to Andover Park W, Baker Blvd from Andover Park E to Andover Park W, Strander Blvd from Andover Park W to West Valley Hwy (SR 181), Longacres Way from West Valley Hwy to Tukwila Commuter Rail Station)

The installation of 24-strand fiber laterals from trunk line off of West Valley Highway to ITS cabinets dedicated to King County RapidRide.

Element 13 (Trunk: S Grady Way from West Valley Highway to Powell Ave S, Powell Ave S from Grady Way to S 7th St, S 7th St from Powell Ave S to Rainier Ave S)

The installation of a 288-strand fiber trunk line with fiber distribution as follows:

King County RapidRide:	24 Strands (1-24)
Local Agency Communication (City of Renton):	24 Strands (25-48)

Interagency Communication:	24 Strands (49-72)
Community Connectivity Consortium:	216 Strands (73-288)

Element 14 (Trunk: S 3rd St from Rainier Ave S to Wells Ave S, S 2nd St from Rainier Ave S to Burnett Ave S, Burnett Ave S from S 2nd St to S 3rd St)

The installation of a 48-strand fiber trunk line with fiber distribution as follows:

King County RapidRide:	24 Strands (1-24)
Local Agency Communication (City of Renton):	24 Strands (25-48)

Element 15 (Trunk: Rainier Ave S installed by City of Renton)

The installation of a 96-strand fiber trunk line with fiber distribution as follows:

Local Agency Communication (City of Renton):	72 Strands (1-72)
King County RapidRide:	24 Strands (73-96)

Element 16 (ITS Laterals: SW 27th St from Oakesdale Ave SW to Tukwila Commuter Rail Station, Oakesdale Ave SW from SW 27th St to S Grady Way, Lind Ave S from SW 16th St to S 7th St)

The installation of 24-strand fiber laterals, from trunk line off of Grady Way and S 7th St to ITS cabinets dedicated to King County RapidRide.

Element 17 (ITS Laterals: Rainier Ave S from S 7th St to S 3rd St, S 3rd St from Rainier Ave S to Burnett Ave S, S 2nd St from Burnett Ave S to Rainier Ave S)

The installation of 12-strand fiber laterals, from trunk line to ITS cabinets dedicated to King County RapidRide.

Element 18 (RapidRide connection to the Renton Landing)

The City of Renton shall provide 8 strands of fiber within the City's existing fiber network on Wells Ave S, Logan Ave N, N 8th St, and Park Ave N to provide a network connection for the ITS cabinets at each of the RapidRide intersection for the extension of the F Line RapidRide route to the Renton Landing

Element 19 (Fiber Termination Cabinets)

The installation of three (3) fiber termination cabinets at the following locations:

4th Ave SW/SW 153rd St, Southcenter Blvd/62nd Ave S, and S 7th St/Rainier Ave S.

Element 20 (Fiber Connections to new and existing Fiber Termination Cabinets)

The installation of a 144-count fiber connection from the two 72-count trunks to the termination cabinet at 4th Ave SW/SE 153rd h St, and a 144-count fiber connection from the two 72-count trunks to the termination cabinets at SR 518/SR 99, A 144-count and 72-count connection from the 72-count and 144-count trunks to the termination cabinet at Southcenter Blvd/62nd Ave S, and a 72-count and 36-count connection from the 288-count and 96-count trunks to the termination cabinet at S 7th St/Rainier Ave S.

Element 21 (12CT Lateral Backhaul Connection to KCWAN at Burien Transit Center)

The installation of a 12-strand fiber cable from the termination cabinet at 4th Ave SW/SW 153rd St to the electrical room in the Burien Transit Center parking garage.

Element 22 (Fiber Connection to the WSDOT Mini-Hub at State Route 518

Utilization of the existing King County RapidRide 12-strand fiber cable from the existing fiber termination cabinet at SR 518/SR99 to the WSDOT fiber mini-hub at State Route 518.

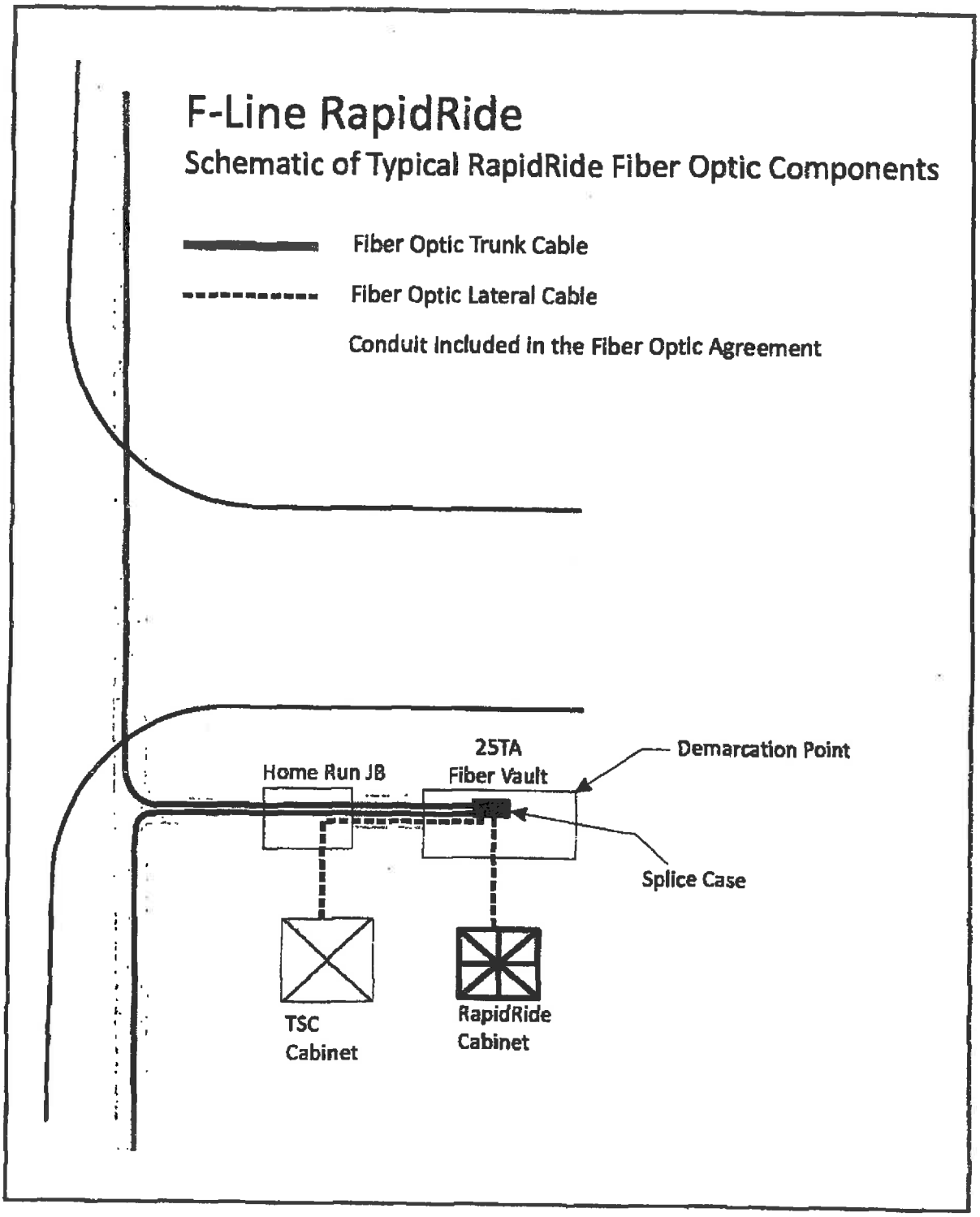
Elements Provided by Others:

For Element 15 and a portion of Element 17 (Rainier Ave S project fiber trunk cable and laterals to ITS cabinets), King County will enter into an agreement with the City of Renton. The City of Renton will design and install the portion of this project on Rainier Ave S from S Grady Way to S 3rd St.

Attachment 3: Fiber Optic Project Cost Estimate

Description	Burien	SeaTac	Tukwila	Renton	TOTAL
Cabling, Conduit and Assoc. Construction	$180,745	$293,405	$437,553	$680,993	$ 1,592,695
RapidRide Communication Cabinet Work	$109,437	$72,850	$236,369	$335,049	$ 753,705
King County Provided Equipment	$24,600	$22,680	$84,040	$165,100	$ 296,420
Roadway, Signal and Channelization	$21,039	$11,980	$5,905	$18,000	$ 56,924
Design Contingency (20%)	$67,164	$80,183	$152,773	$263,217	$ 563,337
Subtotal 1	**$402,985**	**$481,098**	**$916,640**	**$1,462,358**	**$ 3,263,081**
Traffic Control (7% of subtotal 1)	$28,209	$33,677	$64,165	$102,365	$ 228,416
TESC (5% of subtotal 1)	$20,149	$24,055	$45,832	$73,118	$ 163,154
Tax (9.5% of all above)	$42,878	$51,189	$97,530	$155,595	$ 347,192
Construction Subtotal	**$494,221**	**$590,019**	**$1,124,167**	**$1,793,436**	**$ 4,001,843**
Construction Engineering (15% of Const Subtotal)	$74,133	$88,503	$168,625	$269,015	$ 600,276
Construction Contingency (10% of Const Subtotal)	$49,422	$59,002	$112,417	$179,344	$ 400,184
Total	**$617,776**	**$737,523**	**$1,405,209**	**$2,241,795**	**$ 5,002,303**

Attachment 4: Schematic of Typical RapidRide Fiber Optic Components



Attachment 5: Ownership and Maintenance Responsibilities of Fiber Optic Project Elements

Project Element	Ownership	Maintenance	
		Agency	Proportional Cost Sharing
Element 1 (4th Ave SW from SW 150th St to SW 153rd St): 72-strand fiber trunk cable		King County	King County (50%) City of Burien (50%)
King County RapidRide 24 Strands (1-24)	King County		
City of Burien Communication 24 Strands (25-48)	City of Burien		
Interagency Communications: 24 Strands (49-72)	King County		
Element 2 (4th Ave SW from SW 153rd St to SW 156th Street and SW 156th Street from 4th Ave SW to Des Moines Memorial Drive): 72-strand fiber trunk cable		King County	King County (50%) City of Burien (50%)
King County RapidRide 24 Strands (1-24)	King County		
City of Burien Communication 24 Strands (25-48)	City of Burien		
Interagency Communications: 24 Strands (49-72)	King County		
Element 3 (4th Ave SW from SW 150th St to SW 156th Street and SW 156th Street from 4th Ave SW to 1st Ave S): 12-strand fiber laterals, trunk to traffic signal control cabinets	City of Burien	City of Burien	City of Burien (100%)
Element 4 (4th Ave SW from SW 150th St to SW 156th Street and SW 156th Street from 4th Ave SW to 1st Ave S): 12-strand fiber laterals, trunk line to ITS cabinets	King County	King County	King County (100%)
Element 5 (S 156th St/S 154th St from Des Moines Memorial Drive to International Blvd (SR 99)): 72-strand fiber trunk cable		King County	King County (50%) City of SeaTac (50%)
King County RapidRide: 24 Strands (1-24)	King County		
City of SeaTac Communications: 24 Strands (25-48)	City of SeaTac		
Interagency Communications: 24 Strands (49-72)	King County		
Element 6 (S 156th St/S154th St from Des Moines Memorial Drive to 24th Ave S): 12-strand fiber laterals, trunk to traffic signal control cabinets	City of SeaTac	City of SeaTac	City of SeaTac (100%)
Element 7 (S 156th St/S154th St from Des Moines Memorial Drive to International Blvd (SR99)): 12-strand fiber laterals, trunk line to ITS cabinets	King County	King County	King County (100%)
Element 8 (International Blvd (SR 99) from S 154th St/International Blvd to SR 518 EB on-ramp/International Blvd): 144-strand fiber trunk cable		King County	King County (67%) City of Tukwila (16.5%) City of SeaTac (16.5%)
King County RapidRide: 48 Strands (1-24, 73-96)	King County		
City of Tukwila Communication: 24 Strands (25-48)	City of Tukwila		
City of SeaTac Communications: 24 Strands (97-120)	City of SeaTac		
Interagency Communications: 48 Strands (49-72, 121-144)	King County		
Element 9 (Southcenter Blvd from International Blvd (SR 99) to 62nd Ave S): 72-strand fiber trunk cable		King County	King County (50%) City of Tukwila (50%)
King County RapidRide: 24 strands (1-24)	King County		
City of Tukwila Communication: 24 strands (25-48)	City of Tukwila		
Interagency Communications: 24 strands (49-72)	King County		
Element 10 (Southcenter Blvd 62nd Ave S to West Valley Hwy (SR181): 144-strand fiber trunk cable		King County	King County (25%) City of Tukwila (75%)
King County RapidRide: 24 strands (1-24)	King County		
City of Tukwila Communication: 96 strands (25-48, 73-144)	City of Tukwila		
Interagency Communications: 24 strands (49-72)	King County		
Element 11 (West Valley Hwy from Strander Blvd to Grady Way): 72- strand trunk cable		King County	King County (50%) City of Tukwila (50%)
King County RapidRide: 24 Strands (1-24)	King County		
City of Tukwila Communication: 24 Strands (25-48)	City of Tukwila		
Interagency Communication: 24 Strands (49-72)	King County		
Element 12 (Southcenter Blvd from International Blvd (SR99) to 66th Ave S, Andover Park E from Tukwila Parkway to Strander Blvd, Tukwila Parkway from Andover Park E to Andover Park W, Baker Blvd from Andover Park E to Andover Park W, Strander Blvd from Andover Park W to West Valley Hwy (SR 181), Longacres Way from West Valley Hwy to Tukwila Commuter Rail Station: 12 and 24-strand fiber laterals, trunk to ITS cabinets	King County	King County	King County (100%)
Element 13 (S Grady Way from West Valley Highway to Powell Ave S, Powell Ave S from Grady Way to S 7th St, S 7th St from Powell Ave S to Rainier Ave S): 288-strand trunk cable		King County	King County (16.5%) City of Renton (8.5%) CCC (75%)
King County RapidRide: 24 Strands (1-24)	King County		
City of Renton Communication: 24 Strands (25-48)	City of Renton		
Interagency Communication: 24 Strands (49-72)	King County		
Community Connectivity Consortium (CCC): 216 Strands (73-288)	CCC		
Element 14 (S 3rd St from Rainier Ave S to Wells Ave S, S 2nd St from Rainier Ave S to Burnett Ave S, Burnett Ave S from S 2nd St to S 3rd St): 48-strand fiber trunk cable		King County	King County (50%) City of Renton (50%)
King County RapidRide: 24 Strands (1-24)	King County		
City of Renton Communication: 24 Strands (25-48)	City of Renton		
Element 15 (Rainier Ave S installed by City of Renton): 96-strand fiber trunk cable		King County	King County (25%) City of Renton (75%)
City of Renton Communication: 24 Strands (1-72)	City of Renton		
King County RapidRide: 24 Strands (73-96)	King County		
Element 16 (SW 27th St from Oakesdale Ave SW to Tukwila Commuter Rail Station, Oakesdale Ave SW from SW 27th St to S Grady Way, Lind Ave S from SW 16th St to S 7th St): 24-strand fiber laterals, trunk to ITS cabinets	King County	King County	King County (100%)
Element 17 (Rainier Ave S from S 7th St to S 3rd St, S 3rd St from Rainier Ave S to Burnett Ave S, S 2nd St from Burnett Ave S to Rainier Ave S): 12-strand fiber laterals, trunk to ITS cabinets	King County	King County	King County (100%)

Project Element	Ownership	Maintenance	
		Agency	Proportional Cost Sharing
Element 18 (RapidRide Connection to the Renton Landing): 8-strands of existing City of Renton fiber to each RapidRide intersection in the Renton Landing to provide a network connection for the RapidRide ITS cabinets.		City of Renton	King County (25%)
King County RapidRide: 8 Strands (TBD of City of Renton Fiber)	King County		
Element 19 (Fiber Termination Cabinets): Three (3) fiber termination cabinets at SW 153rd St/4th Ave SW, Southcenter Blvd/62nd Ave S, S 7th St/Rainier Ave S	King County	King County	King County (100%)
Element 20 (Connections to new and existing Fiber Termination Cabinets): 144-count fiber connection from the 72-strand trunks to the termination cabinet at SW 153rd St/4th Ave SW and at SR 518/SR99, 72-count and 144-count connection from the 72-strand and 144-strand trunks to the termination cabinet at Southcenter Blvd/62nd Ave S, and 144-count and 36-count fiber connection from the 288-strand and 96-strand trunks to the termination cabinet at S 7th St/Rainier Ave S	King County	King County	King County (100%)
Element 21 (Fiber Connection to KC WAN at Burien Transit Center): 12-strand fiber cable from termination cabinet at SW 153rd St/4th Ave SW into electrical room in Burien Transit Center parking garage	King County	King County	King County (100%)
Element 22 (Fiber Connection to WSDOT at State Route 518): Utilize the existing 12-strand fiber cable from termination cabinet at SR 518/SR99 to WSDOT mini-hub at State Route 518	King County	King County	King County (100%)