



CONTRACTS & AGREEMENTS

ECM INDEX DATA

1210332_00

PSE, CENTURY LINK, COMCAST

File Location

Vendor Name

Document Type:

MOU

New

Vendor Name:

PSE, CENTURY LINK, COMCAST

PO# Location:

1210332-000

Effect Date:

6/5/2012

Term Date:

6/5/2022

CR#:

49165

Related CR#:

Ordinance:

Resolution:

Leg Date:

Vendor #:

38080

Description:

MOU FOR UTILITY RECLOCATION

PO 1210332-000

PSE, CENTURY LINK,
6/5/2022

Notes:

1210332_00
PSE, CENTURY LINK, COMCAST
6/5/2022

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Sep 18, 2012 FSU: M JDE: M SI: M ECM: M

**MEMORANDUM OF UNDERSTANDING
UTILTIY RELOCATION**

This Memorandum of Understanding is entered into between the City of Bellevue (the "City"), Puget Sound Energy ("PSE"), Qwest Corporation dba Century Link QC, ("Century Link"), and Comcast Corporation ("Comcast"), also referred to herein together as the "Parties". PSE, Century Link, and Comcast are collectively referred to as the "Utilities".

WHEREAS, the City and Utilities recognize that a solid set of plans for utility relocations and public works projects benefits customers and reduces cost, and

WHEREAS, the City and Utilities agree that significant changes in project design can be costly, and

WHEREAS, the City and Utilities agree that the sharing of project information is necessary, and

WHEREAS, the City and Utilities agree that early identification of issues or conflicts and long lead time project elements are necessary, and

WHEREAS, the City and Utilities believe that communication and flexibility are keys to successful collaboration, and

WHEREAS, in addition to coordination between the City and Utilities, successful collaboration also requires coordination among the Utilities, and

WHEREAS, the City and Utilities desire to establish a mutually agreed procedure for relocation of Facilities affected by City projects,

NOW, THEREFORE, it is hereby understood and agreed between the Parties as follows:

This Memorandum of Understanding is intended by the Parties to outline a process for relocating Utilities Facilities within the public rights of way, and as may be necessary on private property, that are in conflict with a Public Works Project. The development and use of a Relocation Plan provided for herein has been agreed to by the Parties for the purpose of implementing obligations of the Parties with respect to existing franchise agreements and Washington State Law. If a conflict is found between this Memorandum of Understanding and an existing franchise agreement or Washington State Law, the franchise agreement or Washington State Law shall take precedence.

This Memorandum of Understanding may be amended by mutual agreement of the Parties. Any amendment must be set forth in writing, signed by the Parties, and specifically state that it is an amendment to this Memorandum of Understanding.

1. DEFINITIONS

1.1 Unless specifically defined otherwise in this Memorandum of Understanding, all defined terms herein will have the same meaning as when used in franchise and/or Washington State Law.

1.2 "Public Works Project" for the purposes of this Memorandum of Understanding, means any City capital improvement undertaken by the City or its agent or the construction, relocation, expansion, repair, maintenance, or removal of any part of City owned facilities by the City or its agent.

1.3 "Relocation Plan" is defined as a mutually agreed to design and timeline for relocating Facilities owned by the Utilities that are in conflict with a Public Works Project.

2. ROLES AND RESPONSIBILITIES

2.1 The City shall appoint a City Project Manager who will act as the City's point of contact for the Utilities. The City's Project Manager is responsible for timely delivery of the Public Works Project plans to Utilities, and will work with the Parties to establish milestone dates for both the Public Works Project and Relocation Plan. The City's Project Manager shall facilitate collaboration between the Utilities on their individual plan development related to the Relocation Plan.

2.2 Each Utility shall appoint a Utility Project Manager who will act as the Utility's point of contact for the City. The Utility Project Manager is responsible for their individual plan development related to the Relocation Plan, and should have the authority to make agreements and commitments on behalf of the Utility they represent.

2.3 A Utility Lead may be selected by mutual agreement of the Parties to develop the initial Relocation Plan which the other Utilities will use as the basis for their individual plan development. The Utility Lead shall not be responsible for the plan development performed by the other Utilities.

3. QUALITY ASSURANCE

3.1 Plan submittals shall be delivered in a timely manner in accordance with the key milestone dates agreed upon by the Parties. Electronic files are helpful for overlaying plans, checking clearances, taking measurements, etc.

3.2 Plans for the Public Works Project and the Relocation Plan shall be reconciled. The Parties shall make good faith efforts to ensure that their respective utility relocation designs are consistent with the design for the Public Works Project. The Parties shall consider elements specific to the Public Works Project and develop cost effective designs which best accommodate the Public Works Project. The Parties will work together to optimize their respective designs and lessen construction costs. This may include working with the Utilities to identify options for accommodating the Relocation Plan within public rights of way.

3.3 Plans submitted for review must be complete to the appropriate level for each design phase and contain sufficient information for the Parties to review. Review comments will be summarized in a letter or email transmitted to all Parties. The Parties shall in turn provide letter or email responses indicating the actions taken on each comment. If a review comment is not addressed the written response should indicate why. Review periods shall be agreed to by the Parties. All Parties shall be notified of any problems anticipated or encountered during the design review.

4. COMMUNICATIONS

4.1 Each Party shall be proactive in communicating progress to all Parties. The City will promptly notify all Parties of any revisions, additions or deletions to the Public Works Project which may impact the Relocation Plan and each Utility will promptly notify all Parties of any revisions to the Relocation Plan.

4.2 Each plan submittal shall include a Project-specific Utility Coordination Meeting that will be attended by all Parties involved with the Relocation Plan. The City and individual Utilities will provide briefings on their respective design progress, schedule status, and outstanding issues.

4.3 Each Party shall respond to inquiries in a timely manner. The City may facilitate design work through direct contact with individual Utilities.

5. RELOCATION PLAN

5.1 The Relocation Plan Process Map (see Figure 1) is a guideline for relocating Facilities owned by the Utilities that are in conflict with a Public Works Project. The process map may be modified to accommodate circumstances specific to an individual Public Works Project if agreed to by the Parties. The Parties should meet periodically to discuss opportunities for improving the Relocation Plan Process Map.

5.2 Target dates should be established by the Parties for milestones in the Relocation Plan Process Map. Target dates for the Public Works Project shall be reconciled with the target dates for the Relocation Plan schedule. Dates less than 6 months out should specify the month, 6 to 12 months out should specify the quarter, and more than 12 months out should specify the year.

5.3 The Parties shall make every reasonable effort to meet the agreed to target dates. Failure to meet target dates could result in delays that affect both the Public Works Project and Relocation Plan, and may result in claims as provided under existing franchise agreements and Washington State Law. The Parties acknowledge that target dates may require amendment to accommodate circumstances beyond the control of the Parties. In such an event, the Parties will make their respective best efforts to minimize deviation from the Relocation Plan and the Public Works Project plan.

5.4 The Relocation Plan should consider standards and codes of all Parties related to clearances between facilities and other design parameters. The Parties shall be promptly

notified of instances where standards and codes cannot be met. Procedures for resolving issues are outlined in Section 7.

5.5 A Public Works Project may go through Scoping, Vetting, and Proofing phases depending on the size and complexity of the project. The content of the plans and specifications for each Public Works Project submittal are defined in the City document "Transportation Design Standards, Plan Preparation Guidelines, and Submittal Expectations". The Public Works Project and Relocation Plan should, to the extent practicable, be developed in parallel so that work by the Parties is completed concurrently and collaboratively. The City will host a Project Utility Coordination Meeting at the end of each plan development milestone.

- The Scoping phase clarifies the objectives of the Public Works Project. Participation by the Utilities in Public Works Project planning meetings is encouraged in order to help identify areas of risk early on. Provisions for maintaining and/or adding capacity for the Utilities within the right-of-way should be discussed.
- The Vetting phase evaluates alternative designs for the Public Works Project and the City may make major design changes during this phase. At the end of the Vetting phase, the City selects a preferred Public Works Project design. A draft Relocation Plan will be developed in response to and based on the City's selected Public Works Project design.
- The Proofing phase serves as an error check of the Public Works Project design before execution. Major changes should not occur at this point of project development. Final Relocation Plan should be validated against the City's 90% submittal during this phase. The Parties shall collectively determine whether all or any portion of the utility relocations should occur before, during or after the Public Works Project construction.
- The Construction phase implements the Relocation Plan. The Relocation Plan and schedule for construction shall be agreed to by all Parties prior to the start of construction. The Parties intend that, notwithstanding circumstances beyond the control of the Parties, the required relocations will be performed in accordance with the Relocation Plan.

5.6 Submittal dates for a Public Works Project are established by the City in collaboration with any consultants providing design services. The City Project Manager shall present preliminary dates to the Parties at the monthly Citywide Utility Coordination Meeting, and provide updates at each Project Utility Coordination Meeting. Typical City submittal milestones for the Public Works Project plan are:

- 30% submittal
- 60% submittal
- 90% submittal
- 100% submittal
- Bid set

5.7 Submittal dates for the Relocation Plan shall be established by the Parties. The Utilities shall provide schedule updates at each Project-Specific Utility Coordination Meeting. Preparation of the Draft Relocation Plan shall take place after the drafting of a drainage plan and the City's 60% submittal. Preparation of the Final Relocation Plan takes place after the City's 90% submittal when easement requirements for the Public Works Project have been defined. Typical Utility submittal milestones for the Relocation Plan are:

- Draft Relocation Plan submittal
- Final Relocation Plan submittal

6. CHANGE MANAGEMENT

6.1 The Parties may, at any time, request changes to the Relocation Plan design and schedule. Requests should be made to all Parties in writing (letter or email). The Parties will work in good faith with the objective of reaching agreement on mutually acceptable adjustments to the Relocation Plan. No request for change will be unreasonably denied by any Party.

7. ISSUE / CONFLICT RESOLUTION

7.1 It is the intention of the Parties to develop the Relocation Plan in a collaborative and cooperative fashion. In the event of disagreement the Parties should make every reasonable effort to resolve disputes promptly and at the lowest organizational level.

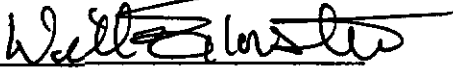
8. DURATION AND TERMINATION

8.1 This Memorandum of Understanding will remain in full force and effect until amended by mutual agreement or terminated. Parties shall meet to attempt to resolve any issues realized under this agreement prior to termination. Should satisfactory resolution not be found this Memorandum of Understanding may be terminated by any party upon thirty (30) days' notice to the City. If a party to this Memorandum of Understanding elects to terminate, then the Memorandum of Understanding shall remain in full force and effect as to the remaining signatories. Prior to termination, the Parties may engage in good faith negotiations to resolve any issues with this Memorandum of Understanding.

9. EFFECTIVE DATE AND SIGNATURE

Agreed and Accepted this _____ day of _____, 2012


PUGET SOUND ENERGY, INC.


(Title)
Director, Community
& Business Services.

CITY OF BELLEVUE


Department Director


QWEST CORPORATION dba
CENTURY LINK QC ("Century Link")

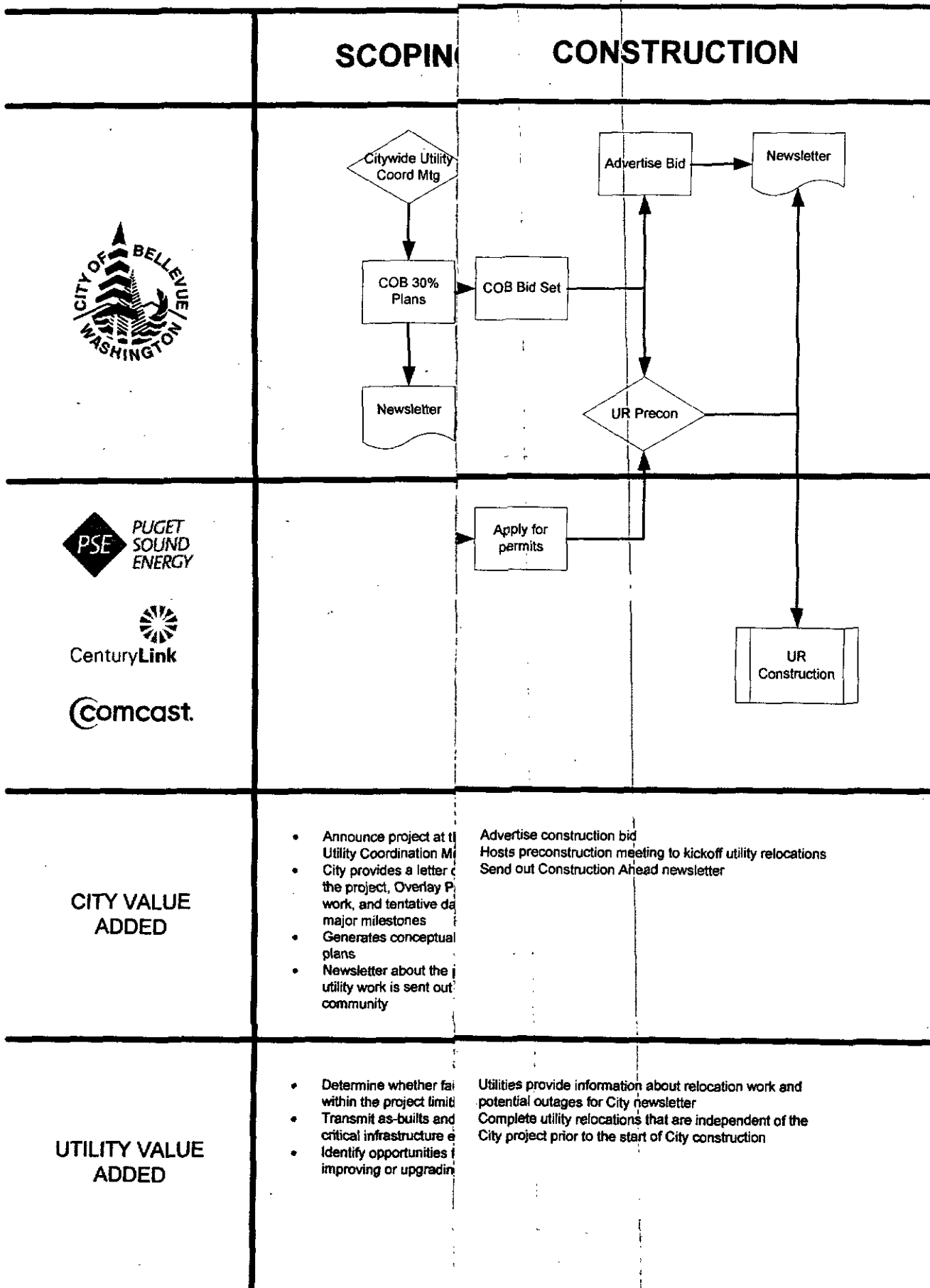

(Title)
DIRECTOR - ENGINEERING +
CONSTRUCTION.

Approved to as form:


Assistant City Attorney

Comcast of Bellevue, Inc.
COMCAST CORPORATION


(Title)
RSVP- Washington Region



EPLS

Excluded Parties List System

**Search - Current Exclusions**

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results**Search Results for Parties Excluded by****Firm, Entity, or Vessel : Puget Sound Energy****As of 08-Jun-2012 5:05 PM EDT****Save to MyEPLS****Your search returned no results.****[Back](#) [New Search](#) [Printer-Friendly](#)****Resources**

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

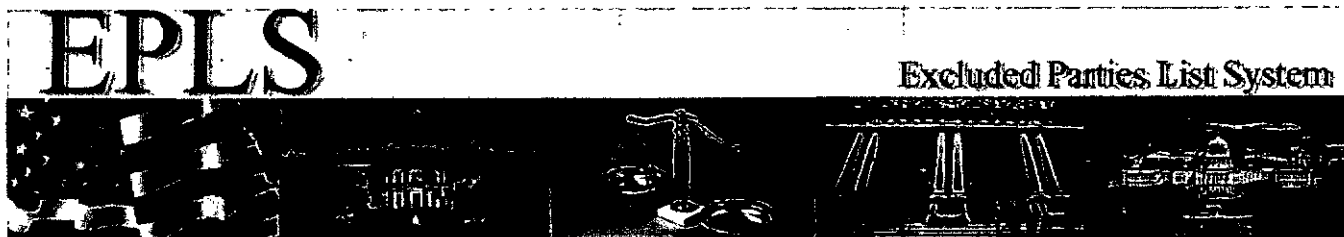
- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

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EPLS Search Results**Search Results for Parties Excluded by**

Firm, Entity, or Vessel : CenturyLink
As of 08-Jun-2012 5:06 PM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
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- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

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- > Administration
- > Upload Login

EPLS Search Results**Search Results for Parties Excluded by****Firm, Entity, or Vessel : Comcast****As of 08-Jun-2012 5:07 PM EDT****Save to MyEPLS****Your search returned no results.****Back New Search Printer-Friendly****Resources**

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
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CR# 49165 Date: 9-18-12 PO # & Loc: 1210332-000



City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

MOU

Contract Routing Form

Current Contract Information:

Contract Title:

Memorandum of Understanding for Utility Relocation

Contract Description:

MOU for relocating Utilities Facilities within the public rights of way

Total Contract Value:

This Amendment Value: N/A

Department: Transportation - 647

Contract Manager: Steve Costa X.2845

Contract Type: Memo of Understanding (MOU)

Contract Form:

Custom contract document

Budget Expenditure:

No Budget Impact (Explain in Additional Comments)

Maximo User: No

Vendor Information:

Is this a new vendor? No

Vendor Name: PSE, Century Link, Comcast

JDE Vendor Number:

Is this vendor an independent contractor?

See JDE

Tax ID #: -

COB License #: -

UBI #: -

Contractor's License #: -

JDE# PSE 38080

Centurylink 36532

Comcast 38616

Contract Terms:

Original Effective Date: 06/05/2012 End Date: 6/5/2022 Subject To: No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? No

Route:

Contracting Services:

Brenda West

In

6/8/12

Out

6/8/12

Information Technology:

Not Required

Legal:

William Rouch

6-8-12

6-12-12

Insurance Reviewed By:

Joanne Nicolai

6-12-12

6-13-12

Department Director:

Brenda West

6/13/12

6/13/12

Contracting Services:

Brenda West

6/15/12

6/15/12

Return To:

Steve Costa

City Clerk's Office:

M. Thomas

9-18-18

9-18-12

CONTRACT REVIEW CRITERIA

Contract Title: Memorandum of Understanding for Util... **Vendor Name:** PSE, Century Link, Comcast

Dept. Contracting Services

- ☐ ☒ a) Does the Contract Routing/Approval Form and Contract have consistent information?
- ☐ ☒ b) Is the Contract Type and template appropriate for the services performed?
- ☐ ☐ c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- ☐ ☐ d) Is the JDE vendor name and number accurate?
- ☐ ☐ e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? Century Link? PSE Comcast, ok
- ☐ ☐ f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- ☐ ☐ g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- ☐ ☐ h) Has the Selection Method been explained in Additional Comments? Are results attached?
- ☐ ☐ i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- ☐ ☐ j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- ☐ ☐ k) Is Attachment "A" (Scope of Work and/or Services) attached?
- ☐ ☐ l) Is Attachment "B" (Insurance Requirements) attached?
- ☐ ☐ m) Are any additional riders required? If so, which one's? _____
- ☐ ☐ n) Does Insurer have a Best rating of A- or better?
- ☐ ☐ o) Is the Contractor identified as the insured?
- ☐ ☐ p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- ☐ ☐ q) Are the policy expiration date(s) on the Certificate of Insurance current?
- ☐ ☐ r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- ☐ ☐ s) Is the City listed as the Certificate Holder?
- ☐ ☐ t) Does the cancellation wording provide the City with 30 days notice?
- ☐ ☐ u) Is the Certificate signed?
- ☐ ☐ v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- ☐ ☒ w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"? NA
- ☐ ☒ x) Does the Contractor have an open account with the Washington State Department of Revenue? PSE, CenturyLink, Comcast - Self-insured
- ☐ ☒ y) Are the Contractor's worker's compensation premiums current? N/A
- ☐ ☒ z) Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing? N/A
- ☐ ☒ aa) Is the Vendor on the Federal Debarred Suspended List? NO

RISK MANAGEMENT:

- ☐ Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- ☐ Does the Contractor's Certificate of Insurance comply with the requirements?
- ☐ Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- ☐ Does the Hold Harmless clause include language referencing Title 51 releases?

No insur. requirements - self-insured entities

No hold harmless or indemnification - K is an HOU on process

Figure 1 – Relocation Plan Process Map

