



INTRLOC_00 *WA ST DEPT OF ECOLOGY*

File Location

Vendor Name

Document Type: Interlocal New

Vendor Name: WA ST DEPT OF ECOLOGY

PO# Location: INTRLOC-000

Effect Date: 10/3/2011

Term Date: 10/31/2012

CR#: 48096

Related CR#: _____

Ordinance: _____

Resolution: 8294

Leg Date: 9/19/2011

Vendor #: 107894

Description: 2012 WCC AMERICORP COAL CREEK NATURAL AREA
PO 1150950-000

WA ST DEPT OF ECOLOGY
 10/31/2012

INTRLOC_00
 INTERLOCAL AGREEMENTS
 12/31/2099

 500176854

Notes:



CR# 48096 DATE 11-1-11 LOC INSTR LOC-00

les 8294

WCC AGREEMENT NO. WCC-11-16-014

WASHINGTON CONSERVATION CORPS
SPONSOR CONTRACT

THIS CONTRACT made by and between the State of Washington Department of Ecology Conservation Corps, hereinafter referred to as the "DEPARTMENT," and that entity whose name appears in item 1, below, hereinafter referred to as the "SPONSOR."

1. SPONSOR City of Bellevue				2. CONTACTS									
3. ADDRESS: City of Bellevue PO Box 90012 Bellevue, WA 98009				DEPT. PROJECT LEADER Kevin Farrell				360-407-7119					
				SPONSOR CONTACT Geoff Bradley				425-452-2740					
				CREW SUPERVISOR Patrick Robinson				425-647-1828					
				WCC CONTRACTS MANAGER Bridget Mason				360-407-6516					
				SPONSOR FISCAL OFFICER									
4. PROJECT TITLE/DESCRIPTION 2011-2012 City of Bellevue/AmeriCorps													
5. PROJECT LOCATION: King County													
6. SCOPE OF WORK: Under the direction of Sponsor Organization staff, WCC crew(s) will perform various restoration, in-stream, and trail construction and maintenance projects.													
7. PERIOD OF PERFORMANCE: CONTRACT BEGINS: 10/03/11 CONTRACT ENDS: 09/30/2012													
8. MAXIMUM BUDGET										REIMBURSED to DEPARTMENT by Sponsor			
Provided by DEPARTMENT				Cost		Provided by SPONSOR/DONATIONS				COST			
A. Cost Share						All project materials, technical assistance, and coordination				\$100000.00			
Total DEPARTMENT Cost						Total SPONSOR COST				\$100000.00			
										Above cost Not to be Exceeded			
10. Special Terms and Conditions <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See XVII)													
11. Biennial Closures: In accordance with biennial closing procedures, the sponsor must reimburse the DEPARTMENT no later than <u>June 30, 2013</u> for services or material supplied under this contract when submitted for payment on properly itemized vouchers (Form A-19).										REMARKS			
AFRS ACCOUNT CODE													
TRANS CODE	FUND	APPN INDEX	PROG INDEX	PROJECT	SUB PROJ	PROJ PHAS	ORG INDEX	CO.	OBJ			SUB OBJ	AMOUNT

IN CONSIDERATION OF THE GENERAL TERMS AND CONDITIONS OF THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- I. All rights and obligations of the parties to this contract shall be subject to and governed by those General Terms and Conditions contained in the text of this contract instrument and Section XVII. "SPECIAL TERMS AND CONDITIONS."
- II. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal & State Statutes & Regulations, (b) Special Terms and Conditions, and (c) General Terms and Conditions.
111. This contract and its appendices, if any, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- IV. This contract shall be subject to the written approval of the authorized representative of the DEPARTMENT and shall not be binding until so approved. Only the authorized representative by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized representative.

V. AUTHORITY AND PURPOSE:

A. Authority

The Legislature enacted Chapter 43.220 RCW which created the Washington Conservation Corps, hereinafter referred to as the "WCC," and named the DEPARTMENT as one of six state agencies having implementation authority.

B. Purpose

The purpose of this contract is to establish a formal understanding between the DEPARTMENT and the SPONSOR to accomplish the project described in Section 7. "SCOPE OF WORK."

This contract is designed to specify the kinds and amounts of goods and services to be used and/or exchanged by the DEPARTMENT and the SPONSOR to their mutual benefit through a WCC project.

The SPONSOR acknowledges that participation in the WCC program shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of nonovertime work, wages, or other employment benefits, nor in the impairment of existing contracts for services.

VI. DEFINITIONS:

- A. "SPONSOR Contact" shall mean the person who serves as the SPONSOR's lead on the project and shall cooperate with all parties concerned to promote successful completion of the project described in Section 7. "SCOPE OF WORK."
- B. "SPONSOR Work Director" shall mean the person who specifies work to be performed onsite; outlines, describes, and delegates work to be accomplished; supplies necessary orientation and training for use of special equipment and procedures; and is responsible for directing WCC crew supervisor(s) regarding specific project tasks as described in Section 7. "SCOPE OF WORK."
- C. "DEPARTMENT Project Leader" shall mean the person who is responsible for developing and facilitating the project and shall serve as liaison between the DEPARTMENT and SPONSOR. PROJECT LEADER assumes ultimate responsibility to ensure adequate coordination of the project.
- D. "Corps Member" shall mean an individual enrolled in the WCC program. Corps members shall not be considered regular state employees. Provisions of law relating to civil service, hours of work, rate of compensation, sick leave, unemployment compensation, state retirement plans, and vacation leave do not apply to the Corps members. However, medical aid and state industrial insurance will be provided by the DEPARTMENT for each Corps member.
- E. "Crew Supervisor" shall mean the person who is responsible for matters relating to personnel administration and overall project direction. He/she supervises Corps members (generally four or more) regarding work to be accomplished and is responsible for individual crew safety, daily crew supervision and discipline, completes Corps member training plans, and provides a written evaluation of each Corps member's job performance and skills acquired after two months and at termination of employment.

VII. SCOPE OF WORK:

Both parties agree to compete in a satisfactory and proper manner the services described under the Section 7. "SCOPE OF WORK" of this contract, and to provide materials and supplies necessary to ensure satisfactory completion of the project, including any special equipment required by special work conditions, and to procure any necessary permits such as right of entry. The DEPARTMENT agrees to provide Corps members who will be used to complete said work. All equipment provided by either the DEPARTMENT or the SPONSOR shall be returned to the provider within fifteen (15) days after termination of this contract, unless otherwise specified in Section XVII. "SPECIAL TERMS AND CONDITIONS."

VIII. PERFORMANCE:

- A. Time for Performance: Any work performed prior to the effective date of this SPONSOR CONTRACT, or continuing after the completion date of same, unless otherwise agreed upon in writing herein, will be in violation of this contract and will be at the SPONSOR's expense.
- B. Compliance With All Laws: The SPONSOR agrees to observe all federal and state laws, regulations, and policies affecting performance under this contract.
- C. Release of Information or Materials: The SPONSOR will not release any information or materials developed pursuant to this contract without prior written authority from the DEPARTMENT.
- D. Final Report Evaluation: Within 15 days after termination of this contract, the SPONSOR shall provide the DEPARTMENT with a written evaluation of the project. At a minimum, the following shall be evaluated:
 - 1. Benefit to Corps members
 - 2. Environmental benefits
 - 3. Department cooperation/coordination
 - 4. Whether the overall goals and objectives of the project were obtained
 - 5. Suggestions for program improvement
 - 6. Revised estimates of alternate supplier cost and SPONSOR cost/donation

IX. TERMINATION OF CONTRACT:

- A. Termination by SPONSOR for Cause: If the DEPARTMENT fails to fulfill in a timely and proper manner its obligations under this contract, or if DEPARTMENT shall violate any of the covenants, agreements, assurances, or stipulations of the contract, SPONSOR shall have the right to terminate this contract by giving written notice specifying the effective termination date to the DEPARTMENT at least seven (7) days before such date.
- B. Termination by DEPARTMENT for Cause: If SPONSOR fails to fulfill in a timely and proper manner its obligations under this contract, or if SPONSOR shall violate any of the covenants, agreements, assurances, or stipulations of the contract, DEPARTMENT shall have the right to terminate this contract by giving written notice specifying the effective termination date to the SPONSOR at least seven (7) days before such date.
- C. Termination by DEPARTMENT for Convenience: The DEPARTMENT may terminate this contract by giving written notice to SPONSOR of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described above shall be delivered to DEPARTMENT for its review. After the review at the option of DEPARTMENT such documents or material or portions thereof shall become its property.
- D. Insufficient Funding: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the after the effective date of this contract and prior to normal completion, the DEPARTMENT may terminate the contract under Section IX.C. "Termination by DEPARTMENT for Convenience" clause, subject to renegotiation under those new funding limitations and conditions.

X. LIABILITY:

- A. When direct supervision is provided by the DEPARTMENT employed crew supervisor, the DEPARTMENT agrees that WCC members working under this contract are agents of the DEPARTMENT, and therefore the DEPARTMENT shall be liable for personal injury or property damage caused by WCC Corps member negligence.
- B. When direct supervision is provided by the SPONSOR, the SPONSOR agrees that WCC Corps members working under this contract are agents of the SPONSOR, and therefore the SPONSOR shall be liable for personal injury or property damage caused by WCC Corps member negligence.
- C. To the extent that the Constitution and laws of the State of Washington permit, all parties to this contract shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. None of the parties assume any responsibility to the other parties for the consequences of any act or omission of any person, firm, or corporation not a party to this contract.

XI. NON-DISCRIMINATION:

The DEPARTMENT and the SPONSOR agree to be bound by all federal and state laws, regulations, and policies against discrimination and agree not to discriminate in employment, either directly or indirectly, because of a person's age, sex, sexual orientation, marital status, creed, color, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

XII. DISPUTES:

Except as otherwise provided in this contract, when a bona fide dispute arises between the DEPARTMENT and the SPONSOR and it cannot be resolved, either party may request a dispute resolution with the DEPARTMENT. The parties agree that this dispute resolution process shall precede any action in a judicial tribunal. Either party's request for a dispute resolution must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the parties;
- D. state the SPONSOR's name, address, and WCC Agreement number;
- E. be mailed to the DEPARTMENT within thirty (30) days after the party could reasonably be expected to have knowledge of the issue(s) which are now in dispute.

XIII. INVOICE VOUCHERS:

Reimbursable expenditures under the terms and conditions of this contract shall in no event exceed the amount set forth herein. The SPONSOR shall reimburse the DEPARTMENT for services performed when submitted on a properly itemized voucher (Form A-19) in accordance with Section 9. "MAXIMUM BUDGET" Reimbursement shall be made by the SPONSOR within thirty (30) days of receipt of said voucher.

XIV. AMENDMENTS:

Changes in the scope of this contract which cause an increase or decrease in the cost of, or the time required for the performance of any part of the scope of work under this contract, shall be accomplished by written amendment and executed by both parties prior to implementation.

XV. SUBCONTRACTS:

The SPONSOR shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DEPARTMENT'S PROJECT LEADER.

XVI. RECORDS RETENTION:

Both parties shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the SPONSOR CONTRACT. These records shall be subject at all reasonable times to inspection, review, or audit by duly authorized personnel for six years after the contract end date.

XVII. SPECIAL TERMS AND CONDITIONS:

Special terms and conditions of this contract contained in the box below are not are made a part of this contract (requires initials).

***Included Attachments: Attachment A**

 Department Initials / Sponsor Initials

XVII. ENTIRE CONTRACT:

This document contains the entire and integrated contract between the parties, and no statement, promise, inducement or agreement made by the DEPARTMENT or its agents or employees that is not contained in this written contract shall be valid or binding. No alteration, addition, or modification of any of the terms or conditions of this contract shall be effective if not in writing and signed by the authorized representatives of the SPONSOR and the DEPARTMENT.

SIGNATURES:

SPONSOR

BY: Shelly McVane

TITLE: Deputy Director

DATE: 10/24/11

DEPARTMENT

BY: Jordan White

TITLE: SEA Program Manager

DATE: 10/4/11

Pre-Approved as to form by the Assistant Attorney General

Ecology is an Equal Opportunity and Affirmative action employer. For special accommodation needs, contact the Washington Conservation Corps at (360) 407-6947.

The TDD number is (206) 407-6006.

ATTACHMENT A
SPECIAL TERMS AND CONDITIONS
2011-2012 DEPARTMENT OF ECOLOGY (DOE) WCC AGREEMENT

1. The City of Bellevue (City) will reimburse DOE an amount of \$100,000.00 for the services of one (1) WCC crew comprised of 5 corps members and 1 supervisor from October 3, 2011 through September 20, 2012. Doe will invoice the City a monthly fee of \$8,333.00 /months for 12 months. All WCC crews shall be full crews. Crew days will consist of 60 man hours. Individual attendance shall be documented. For accumulated crew days missed beyond those identified in this Attachment DOE shall credit COB \$490.20 for each accumulated full crew day (see example below) beyond those identified as a non-working day in this Agreement. The credit shall be issued with the final invoice.

0-59 hours	no credit
60-119 hours	\$ 490.20 credit
120-179 hours	\$ 980.40 credit
180-239 hours	\$1,470.60 credit

2. The following dates are non-working days and not eligible for crew make up or credit:

- All state holidays
- Nine (9) planning days set aside that are non-working days for members.
- Four (4) shutdown days scheduled in December
- Eight (8) formal WCC corps member training days
- Four (4) new member orientation days.
- Four (4) MLK Community Service days
- Four(4) Professional Development days
- Four (4) additional days not noted on calendar for additional community service events, cross trainings, National Day of Service, appropriate administrative meetings and emergency response activities with minimal notice as needed.

3. The WCC standard 40 hour work week will be Monday – Thursday 7am – 5:30pm. An alternate work schedule may be arranged with prior approval of WCC.

4. WCC crews shall come with all necessary transportation, tools, equipment, and training needed to perform activities covered under this agreement. The City shall provide a secure site to store tools and park WCC/State vehicle as well as a desk and internet access for the crew supervisor. WCC vehicle is not to be used for heavy hauling. The primary use of vehicle is for transportation of crew, tools, and safety equipment.

5. DOE shall focus initial recruitment efforts in Bellevue for the City WCC crew. Qualified Bellevue residents shall be given first priority for placement on the crew.

6. Enhancement activities associated with this agreement will focus on improvements in the Coal Creek Natural Area; however, the City will have the authority to prioritize work on other City lands as necessary. Specific tasks may include, but are not limited to, trail activities including clearing, grading, grubbing, surfacing and the construction of small trail structures; natural area enhancement activities such as clearing exotic vegetation, planting, watering, and other natural area activities as designated by the City.

7. The City shall provide WCC crew with necessary site orientation, specific task training, and any materials necessary to complete tasks assigned under this Agreement.



**Search Results Excluded By
Firm, Entity, or Vessel : Washington State Department of Ecology
as of 19-Oct-2011 12:09 PM EDT**

Your search returned no results.



MEMORANDUM

DATE: October 12, 2011

TO: Shelley McVein, Deputy Director

FROM: Geoff Bradley, Environmental Programs Supervisor *GB*
Dan Dewald, Natural Resource Manager

SUBJECT: Contract Routing/Approval for 2012 Coal Creek Trails WCC Crew Contract

DESCRIPTION: When fully executed this contract will provide the an agreement between the City of Bellevue and Washington State Department of Ecology for a 6 person Washington Conservation Crew to perform work on the Coal Creek trail system from 10/3/2011 through 9/30/2012.

RCW 43.220 established the Washington Conservation Corps (WCC) declaring, "values of hard work, public spiritedness, group achievement and cooperation, resource conservation, and environmental appreciation can and should be transmitted to society's youth through a comprehensive corps program". Implementation of the WCC program is currently vested with the DOE.

The use of a WCC crew to perform trail improvements in Coal Creek Natural Area has proven to be an effective and efficient method of service delivery. Previous WCC crews have performed high quality work at a substantial cost savings providing trail grading, drainage improvements, surfacing and minor structural improvements. This contract will continue to build upon these efforts to complete development of the main trail through the Coal Creek Natural Area, improving over two miles of additional trail.

FISCAL IMPACT: \$100,000.00
This project will be funded from CIP Project P-AD-89, Parks Levy Trail Improvement. There are sufficient funds budgeted to complete this project.

SELECTION PROCESS: This is a State/Public Agency contract. The Agreement was approved by Council with Resolution 8294; September 19, 2011 Consent Calendar item 8(e).

RECOMMENDATION: It is our recommendation that this contract be awarded to the Washington State Department of Ecology for the \$100,000.00.

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8294

A RESOLUTION authorizing execution of a General Services Contract with the Washington State Department of Ecology (DOE), in an amount not to exceed \$100,000, for the use of a Washington Conservation Corps (WCC) crew to implement trail improvements to the Coal Creek Natural Area trail system.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a four-year General Services Contract with the Washington State Department of Ecology (DOE), in an amount not to exceed \$100,000, for the use of a Washington Conservation Corps (WCC) crew to implement trail improvements to the Coal Creek Natural Area trail system, a copy of which General Services Contract has been given Clerk's Receiving No. 48096.

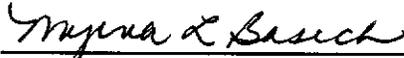
Passed by the City Council this 14th day of September, 2011, and signed in authentication of its passage this 14th day of September, 2011.

(SEAL)



Don Davidson, DDS
Mayor

Attest:



Myrna L. Basich, City Clerk

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8294, authorizing execution of a general services contract with the Washington State Department of Ecology (DOE) for the use of a Washington Conservation Corps (WCC) crew to implement trail improvements to the Coal Creek Natural Area trail system.

FISCAL IMPACT

This one-year contract will obligate the City to an amount up to \$100,000. This project will be funded from CIP Project P-AD-89, Parks Levy - Trails and Natural Area. There are sufficient funds budgeted to complete this project.

STAFF CONTACTS

Geoff Bradley, Environmental Programs Supervisor, x2740

Dan DeWald, Natural Resource Manager, x6048

Parks & Community Services Department

POLICY CONSIDERATION

The project is supported by the following policy statements from the City of Bellevue Comprehensive Plan:

POLICY PA-1: Establish a coordinated and connected system of open space and greenways throughout the city that provides multiple benefits including preserving natural systems, protecting wildlife habitat and corridors, and providing land for recreation.

POLICY EN-29: Recognize and support the broad benefits and educational value of public access to critical areas and appropriate low-impact uses such as trails.

POLICY EN-9: Promote and lead education and involvement programs to raise the public awareness about environmental issues, advocate respect for the environment, and demonstrate how individual actions and the cumulative effects of a community's actions can create significant improvements to the environment.

POLICY HS-8: Support and actively coordinate with local, regional, and national efforts that address local human services needs and ensure that local programs complement programs provided at the state and federal level.

BACKGROUND

In 2005, Parks completed an inventory and analysis of the Coal Creek Natural Area trail system collecting data on the conditions of trail surface type, boardwalks, bridges, stairs, and other trail amenities. The inventory identified improvement projects needed to develop the system to provide safe, year-round access to a wide-range of users.

RCW 43.220 established the Washington Conservation Corps (WCC) declaring, "values of hard work, public spiritedness, group achievement and cooperation, resource conservation, and environmental appreciation can and should be transmitted to society's youth through a comprehensive corps program". Implementation of the WCC program is currently vested with the DOE.

In February 2011, the City entered into a six-month contract with the Washington State Department of Ecology (DOE) to utilize a Washington Conservation Corp (WCC) crew to begin implementing trail improvement projects identified in the 2005 inventory.

The use of a WCC crew to perform trail improvements in Coal Creek Natural Area has proven to be an effective and efficient method of service delivery. The crew performed high quality work at a substantial cost savings providing trail grading, drainage improvements, surfacing and minor structural improvements to develop approximately two miles trail. This contract will continue to build upon these efforts to complete development of the main trail through the Coal Creek Natural Area, improving over two miles of additional trail.

SCOPE OF WORK

This agreement provides for a six-person WCC crew working for one year on trail improvements in the Coal Creek Natural Area. Priority for crew members will be given to qualified Bellevue applicants. The agreement represents a cost-effective method for service delivery while helping meet mutual organizational goals.

EFFECTIVE DATE

If adopted by Council, this Resolution will become effective immediately.

OPTIONS

1. Adopt Resolution No. 8294, authorizing execution of a general services contract with the Washington State Department of Ecology (DOE) for the use of a Washington Conservation Corps (WCC) crew to implement trail improvements to the Coal Creek Natural Area trail system.
2. Do not adopt Resolution No. 8294, and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 8294, authorizing execution of a general services contract with the Washington State Department of Ecology (DOE), in the amount of \$100,000, for the use of a Washington Conservation Corps (WCC) crew to implement trail improvements to the Coal Creek Natural Area trail system.

MOTION

Move to adopt Resolution No. 8294, authorizing execution of a general services contract with the Washington State Department of Ecology (DOE), in the amount of \$100,000, for the use of a Washington Conservation Corps (WCC) crew to implement trail improvements to the Coal Creek Natural Area trail system.

ATTACHMENTS

CIP Project Description

Proposed Resolution No. 8294

AVAILABLE IN COUNCIL OFFICE

Contract

FY 2011 - FY 2017 Capital Investment Program

P-AD-89 Parks Levy - Trails and Natural Area

Category: Acquisition & Development
 Department: Parks & Community Services

Status: New
 Location:

Programmed Funding

Programmed Funding	Appropriated To Date	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	FY 2017 Budget
2,086,000	86,000	1,000,000	1,000,000	-	-	-	-	-

Description and Scope

This project, approved by voters as part of the 2008 Parks and Natural Areas Levy, will provide new trails and amenities for increased recreation opportunities in Bellevue's Parks and Open Space system. The program will plan, design, permit and build "missing links" in the Lake to Lake Greenway, Richards Valley Trail, and Coal Creek system connecting Bellevue's parks to regional trails and facilities. Access to a well planned and managed trail system provides a nature experience to help build an urban environment that supports personal health and well being.

Rationale

Pedestrian and bicycle circulation systems are becoming increasingly important for recreational use, as well as transportation routes. The public has identified trails as a top priority in recent citizen surveys, and heavy use of newly built walking and jogging paths is evidence of the need for continuing to fill gaps in the trail network. Well planned and developed trail systems add value to the community by connecting parks, neighborhoods, schools, and business with non-motorized transportation alternatives. It helps decrease environmental degradation, increase user safety, add mobility, and create quality neighborhoods by providing access to nature for recreation, exploration, environmental education and personal health and well being.

Environmental Impacts

Trails are expected to be sensitively built in a variety of settings, including wetlands, old agricultural fields, wooded areas, on moderate to steep slopes, and in public street rights-of-way. Environmental impacts may include temporary peat displacement, clearing of vegetation, temporary soil erosion on steep slopes, and social factors such as intrusion of public paths on private property.

Operating Budget Impacts

Maintenance and operations costs for completed levy projects will be funded by the ongoing M&O element of the 2008 levy.

Project Map

Schedule of Activities

Project Activities	From - To	Amount
Project Costs	2011 - 2012	2,086,000
Total Budgetary Cost Estimate:		2,086,000
Means of Financing		
Funding Source	Amount	
2008 Parks Levy - Property Tax	2,086,000	
Total Programmed Funding:		2,086,000
Future Funding Requirements:		0

2542-RES
9/15/2011

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8294

A RESOLUTION authorizing execution of a General Services Contract with the Washington State Department of Ecology (DOE), in an amount not to exceed \$100,000, for the use of a Washington Conservation Corps (WCC) crew to implement trail improvements to the Coal Creek Natural Area trail system.

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Passed by the City Council this _____ day of _____, 2011, and signed in authentication of its passage this _____ day of _____, 2011.

(SEAL)

Don Davidson, DDS
Mayor

Attest:

Myrna L. Basich, City Clerk



CR# 48026 Date: 11-1-11 PO # & Loc: 1150950.000

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

As 8294

Contract Routing Form

Current Contract Information:

Contract Title: 2012 WCC AmeriCorp Coal Creek Natural Area

Department: Parks - 587
Contract Manager: Geoffrey Bradley
Contract Type: General Service

Contract Description:
Contract with DOE WCC crews for work in Coal Creek Natural Area

Total Contract Value: \$100,000.00

Contract Form:
Vendor contract document
Budget Expenditure:
Expenditure Contract - Sufficient Funds

This Amendment Value:

Maximo User: Yes

Vendor Information:

Is this a new vendor? No
Vendor Name: WA State Department of Ecology
JDE Vendor Number: 107894
Is this vendor an independent contractor? Yes

Tax ID #:
COB License #:
UBI #: 600021881
Contractor's License #:

Contract Terms:

Original Effective Date: 10/03/2011 End Date: 10/31/2012

includes potential makeup days per craft

Subject To: No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes

Council Award Date: 9/19/2011 Council Action: Resolution Legislative #: 8294

Route:

	<u>In</u>	<u>Out</u>
Contracting Services: <u>W. Braun</u>		<u>10-19-11</u>
Information Technology: <u>Not Required</u>		
Legal: <u>[Signature]</u>	<u>10/19/11</u>	<u>10/19/11</u>
Insurance Reviewed By: <u>Joanne Nicolai</u>	<u>10/19/11</u>	<u>10/20/11</u>
Department Director: <u>[Signature]</u>	<u>10/24/11</u>	<u>10/24/11</u>
Contracting Services: <u>W. Braun</u>	<u>10-27</u>	<u>10-27</u>
Return To: <u>Geoffrey Bradley</u>		
City Clerk's Office: <u>M. Tolman</u>	<u>11-1-11</u>	<u>11-1-11</u>

Selection Method:

Selection Method: State/Public Agency Contract

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	WCC crews at Coal Cr...		900680001.7680	\$100,000.00	No	\$100,000.00

Additional Comments:

↑
54000

CONTRACT REVIEW CRITERIA

Contract Title: 2012 WCC AmeriCorp Coal Creek Natu... **Vendor Name:** WA State Department of Ecology

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?
- NA** e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- NA** g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- NA** h) Has the Selection Method been explained in Additional Comments? Are results attached? *conservation agmt. corp*
- 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? *agmt*
- 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?
- NA** w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"? *US*
- x) Does the Contractor have an open account with the Washington State Department of Revenue? *Muni-sub*
- y) Are the Contractor's worker's compensation premiums current?
- NA** z) Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
- 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? *No*
- Does the Hold Harmless clause include language referencing Title 51 releases? *None*

No issue - State agency

RISK REVIEW