



# CONTRACTS & AGREEMENTS

## ECM INDEX DATA

INTRLOC\_00     KING COUNTY - PHANTOM LAKE PARK

File Location

Vendor Name

**Document Type:**     Interlocal                      New

**Vendor Name:**     KING COUNTY - PHANTOM LAKE PARK

**PO# Location:**     INTRLOC-000

**Effect Date:**        03/01/2014

**Term Date:**         12/31/2014

**CR#:**                    51116

**Related CR#:**        \_\_\_\_\_

**Ordinance:**         \_\_\_\_\_

**Resolution:**        \_\_\_\_\_

**Leg Date:**            \_\_\_\_\_

**Vendor #:**            40306

**Description:**        SPECIAL USE AGREEMENT - PHANTOM LAKE AND LAKE HILLS  
GREENBELT LINER INSERTION AND MANHOLE COATING

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

KC - PHANTOM LAKE PARK  
12/31/2014

Notes:

INTRLOC\_00  
INTERLOCAL AGREEMENTS  
12/31/2014  
500175854

**SPECIAL USE AGREEMENT  
Phantom Lake and Lake Hills Greenbelt  
Liner Insertion and Manhole Coating**

This SPECIAL USE AGREEMENT ("Agreement") is dated \_\_\_\_\_, 2014 ("Effective Date"), and is entered into by and between THE CITY OF BELLEVUE, a Washington municipal corporation (the "City" or "Grantor"), and County, a political subdivision of the State of Washington, ("County" or "Grantee").

WHEREAS, County has a permanent easement, that allows for maintenance of their utility line.

WHEREAS, County desires to enter onto the City's property, as described below, for the purpose of liner insertion and manhole coating at manhole R-11-54, and

WHEREAS, County has applied for City of Bellevue Permit 13-134430 TK, and

WHEREAS, the City is willing to grant County's request for access and to perform work onto the City's property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of mutual benefits, for public use, the City and County agree as follows:

1. Premises/City Property. The City owns real property described in Exhibit A (the "Premises" or "City Property"), attached hereto and incorporated herein by this reference.
2. Permitted Use; Access. The City hereby grants County the right to use, occupy and to perform work within a portion of the Premises, as general depicted on Exhibit A-1, attached hereto and incorporated herein by this reference (the "approved Area"), subject to the terms and conditions of this Agreement, for the limited purposes described in Exhibit B, as it relates to County's Facilities. County's Facilities shall mean County's sewer line system, lines, valves, mains, and appurtenances used to transport sewer, existing as of the date of this agreement or as those components may be modified or improved consistent with the terms of this Agreement.

County understands and agrees that no further work, testing, use, improvements, or alternations shall be made to the Premises. The City may set additional terms as unforeseen conditions may warrant.

3. Access: County shall gain access to the Premises when needed by delivering notice to the City no less than five business days in advance of the requested access. Upon receipt of such notice, the City and County shall cooperate to schedule County's access. County shall not use or store any hazardous materials on the Premises.
4. Prior to Commencing Work. Prior to any work beginning within the Premises, the Approved Area shall be secured and signed to protect public safety and all construction documents, if applicable, for County's project shall have been approved by the City of Bellevue. Such approval is distinguished from any approvals issued by the City in its capacity as reviewing and permitting authority and County acknowledges that execution of this Agreement does not eliminate the need to obtain all necessary permits and

6. Term. This Agreement commences on the Effective Date, and expires December 31, 2014. Thereafter, the Agreement may be extended by mutual written agreement for additional 30-day periods, if City is not prepared to move forward with City use, but in no event shall the total Term of the Agreement be extended more than 6 months beyond the Expiration Date. County shall notify City within five business days of work completion.
7. Termination. This Agreement may be terminated by either party with 30-days written notice. Within 30 days of the date of termination, County shall remove all tools, equipment and other personal property; or the City may remove at County's cost after 30 days of the date of termination.
8. Non-disturbance; Ingress/Egress. County and its agents and contractors will use reasonable efforts to minimize any disturbance of, or damage to, the Premises during County's work under this Agreement.
9. Permits; Costs. County shall obtain, at its sole cost, all required permits, including but not limited to any applicable land use permits, for its work on the Premises, and shall pay for all work it does on the Premises. In addition, County shall obtain from any contractor, consultant or third party hired to perform work of any type on the Premises a written waiver of any right to file a lien against the Premises provide copies to the City.
10. Utility Inspection. City makes no representations and/or warranties in respect to locating any Utilities within the Premises. County shall comply with any local, state and federal laws, regarding utility locating, and agrees to obtain information regarding the location and current status of other utility installations or property improvements before starting work. Utility operators and owners of property improvements adjoining or in proximity to the project as described herein, shall be notified by County when such operator's or owner's installation or property improvement is exposed to the possibility of injury or damage through performance of work on the project authorized by this Agreement. County shall make all advance arrangements necessary to protect such utility installation or property improvement from injury or damage.
11. Restoration. After any construction by County or its agents, County will return the Premises to equal or better than its original condition, or to a condition satisfactory to the City by repairing any damage done to the Premises, including but not limited to: slopes, shrubbery, landscaping, fencing, roadway, locks or structures.
12. Repair of Damage. In the event that damage of any kind is caused by County in the course of performing work authorized by this Agreement, County shall immediately notify the City of such damage. After receiving the City's approval of any proposed repairs, County will repair said damage at its sole expense. Such repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the City. If the City determines it is necessary, the City may accomplish the work and charge all repair costs to County.
13. No Cost to City. City shall bear no cost or expense whatsoever in connection with County's activities or use of the Premises for County's activities.
14. County Conduct Activities. County shall at all times conduct its activities on the Premises so as not to endanger the City's operations, facilities, and/or public. County acknowledges that the balance of the Premises outside of the Approved Area will be open

16. City's Right to Patrol. City shall have the right at its sole discretion to patrol and police the Approved Area during the period of this Agreement. County further agrees to permit City inspectors to be present during the period of this Agreement, if applicable.
17. Utility Coordination: County agrees to obtain information regarding the location and current status of other utility installations or property improvements before starting work. Utility operators and owners of property improvements adjoining or in proximity to the project as described herein, shall be notified by County when such operator's or owner's installation or property improvement is exposed to the possibility of injury or damage through performance of work on the project authorized by this Agreement. County shall make all advance arrangements necessary to protect such utility installation or property improvement from injury or damage.
18. Waiver of Liability. The City makes no guarantees, warranties or representations as to the safety or suitability of the Premises for the uses authorized under this Agreement. The City shall have no liability, whatsoever, including but not limited to special, incidental or consequential damages, for any loss or liabilities resulting from use of the Premises pursuant to this Agreement except for claims of gross negligence or malfeasance on the part of the City. The City's sole obligation and liability otherwise is to allow termination of this Agreement.
19. No Assignment. Neither the Agreement nor any of the rights or obligations of County arising under the Agreement may be assigned without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
20. Stop Work Orders. County agrees to abide by all terms and conditions of any Stop Work Order or any other order posted by the City. A Stop Work or other order may be posted on the Premises whenever the City deems it has reason to believe a violation of any permit has or is about to occur, or that conditions exist that may constitute a hazard to persons or property. After posting a Stop Work Order, the City will allow work to continue under this Agreement only when the City determines the issues have been resolved.
21. Reports. County agrees to provide to the City, at no cost to the City, copies of all reports and all other information it obtains from its activities on the Premises.
22. One-Call The County shall continuously be a member of the State of Washington "one-call" locator service (RCW 19.122), or approved equivalent, and shall comply with all such applicable rules and regulations.
23. General Provisions.
  - 23.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification in Section 23.3 below, County shall indemnify, defend, and hold harmless the City, its agents, officers, or employees, from any and all liability, loss, damage, cost, expense, and claim whatsoever, whether at law or in equity, arising out of or in any way related to, directly or indirectly, the County's use of the City Property contemplated under this Agreement. If any action or proceeding is brought against the City by reason of personal injury or damage to the Premises, County shall defend the City at County's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by the City, which approval shall not be unreasonably withheld.

amended from time to time or any other valid and applicable federal, state, or local statute, code, or ordinance, or valid and applicable federal or state administrative rule, regulations, ordinance, order, decree, or other valid and applicable governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment.

- 24.3 Environmental Indemnification. County shall indemnify, defend, and hold harmless the City, its agents, officers, or employees from and against any and all liability, loss, damage, expense, actions, and claims, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising from (a) County's violation of any Environmental Laws applicable to the Premises or (b) from any release of a Hazardous Substance on or from the Premises. This indemnity includes but is not limited to (a) liability for a governmental agency's costs of removal or remedial action for Hazardous Substances; (b) damages to natural resources caused by Hazardous Substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to Hazardous Substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory.
- 24.4 County agrees that its obligations under this **Section 24** extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, County, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 24.5 Insurance. COUNTY is self-insured. County shall procure and maintain a program of liability insurance or self-insurance as its Risk Management Department determines is necessary to protect County's business and its activities on the premises.
- 24.6 Anti-Discrimination. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 24.7 Other Applicable Laws. County shall comply with all applicable Federal, State, County and local laws and ordinances. This Agreement does not in any way relieve COUNTY from complying with any other applicable laws in performing the work subject to this Agreement.
- 24.8 Title. This Agreement grants only the limited right to use part of the City's interest in the Premises. This Agreement is not a warranty that good title to any specific property is vested in the City.
- 24.9 Notices. All notices required under this Agreement shall be deemed sufficient if sent in writing by US Mail or by electronic mail. All notices shall be delivered to the following addresses or to any other or additional addresses as may be specified from time to time by notice to either party. Notices shall be deemed received on the day sent electronically or

To the City:

Program Manager  
Bellevue Parks & Community Services  
Bellevue, WA 98009  
PO Box 90012  
Bellevue, WA 98009-9012

Currently, Lorrie Peterson  
lpeterson@bellevuewa.gov  
425-452-4355

And

To COUNTY:

County  
Regulatory Compliance and Land Acquisition Services  
Wastewater Treatment Division  
201 S Jackson Street  
Suite 0512  
Seattle, WA 98104

Currently Christopher Dew  
Chris.Dew@kingCounty.gov  
206-263-6179

25.10 Binding. This Agreement shall be binding upon the respective parties' successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated above.

**COUNTY**

a subdivision of the State of Washington

By



Printed Name: Chris Townsend

Title: Section Manager

**CITY OF BELLEVUE**

By Shelley McVein

Printed Name: Shelley McVein

Title: Deputy Director

Approved as to Form:

By: Monica Ruck

**EXHIBIT A**  
**Legal Descriptions**

Parcel: 022405-9187

POR OF SE 1/4 DAF-BEG ON W LN SD SUBD 1631.573 FT S OF NW COR THOF TH S 88-34-31 E 30 FT TO E MGN OF 156TH AVE SE & TPOB TH CONTG S 88-34-31 E 203.96 FT TH S 89-53-22 E 435.988 FT TH N 39-55-40 E 115.11 FT TH S 88-34-31 E 88.74 FT TH N 01-30-01 E 110 FT TH N 88-34-31 W 799.736 FT TO E MGN OF 156TH AVE SE TH S ALG SD E MGN 210.082 FT TO TPOB

Parcel: 0224059185

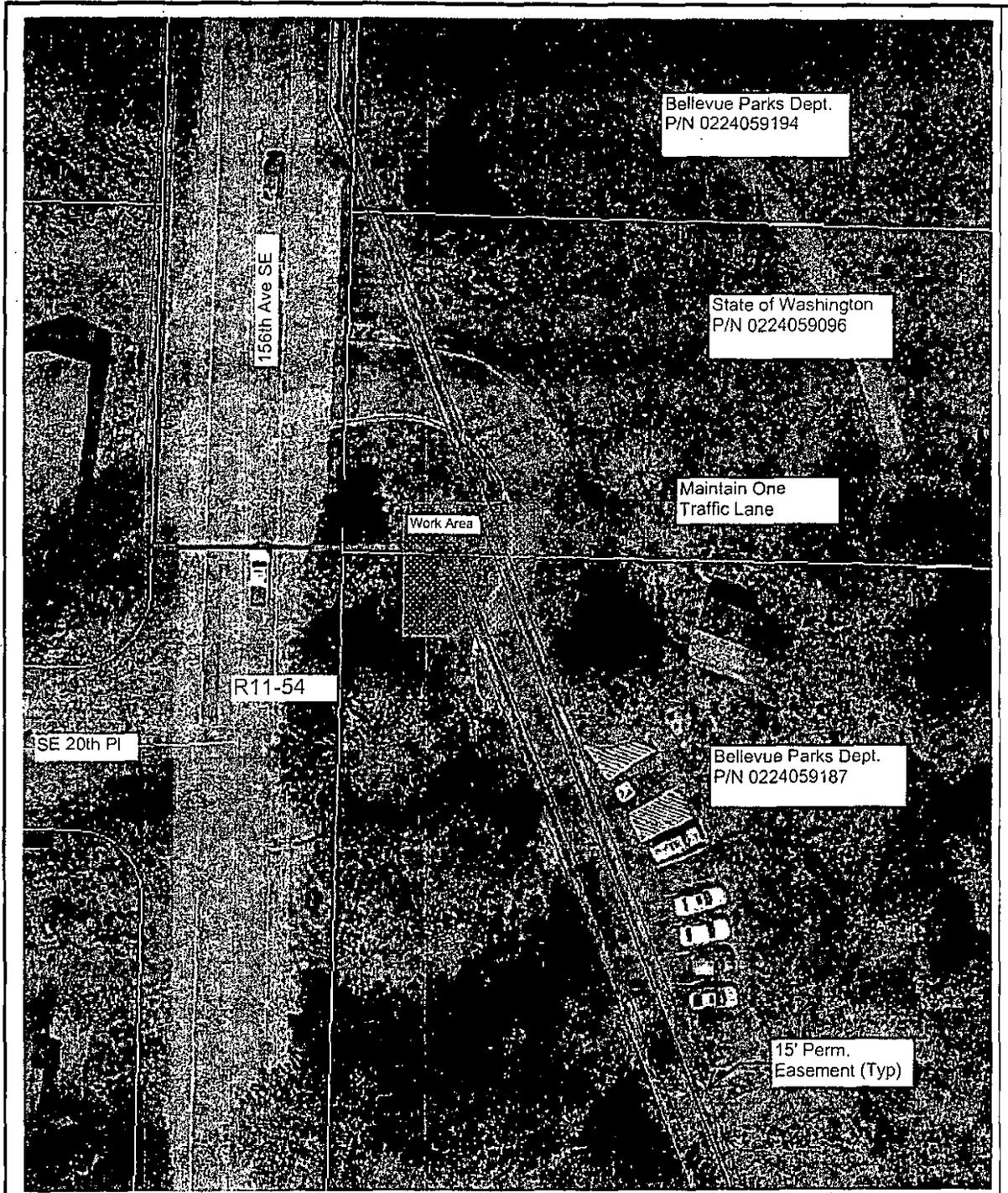
E 1/2 OF SE 1/4 OF NW 1/4 LESS W 5 AC LESS BEG 30 FT N & 346.04 FT W OF SE COR TH N 01-35-33 E 20.39 FT TH ALG CURVE TO LFT RAD 17 FT DIST OF 26.74 FT TH N 88-32-26 W 13.76 FT TH N 01-35-33 E 129.77 FT TH N 88-32-26 W 123.75 FT M/L TO E LN OF W 5 AC TH S TO N LN OF ST TH E 154.55 FT TO BEG LESS N 15 FT & LESS W 15 FT OF E 45 FT LESS BEG NXN S LN OF N 15 FT & W LN OF E 45 FT TH W ALG SD LN 110 FT TH SELY TAP ON W LN OF SD E 45 FT WCH IS 110 FT S OF POB TH N ALG SD W LN 110 FT TO POB LESS CO RDS

**EXHIBIT A-1**

King County Maps P-3 & P-4 dated October 2013

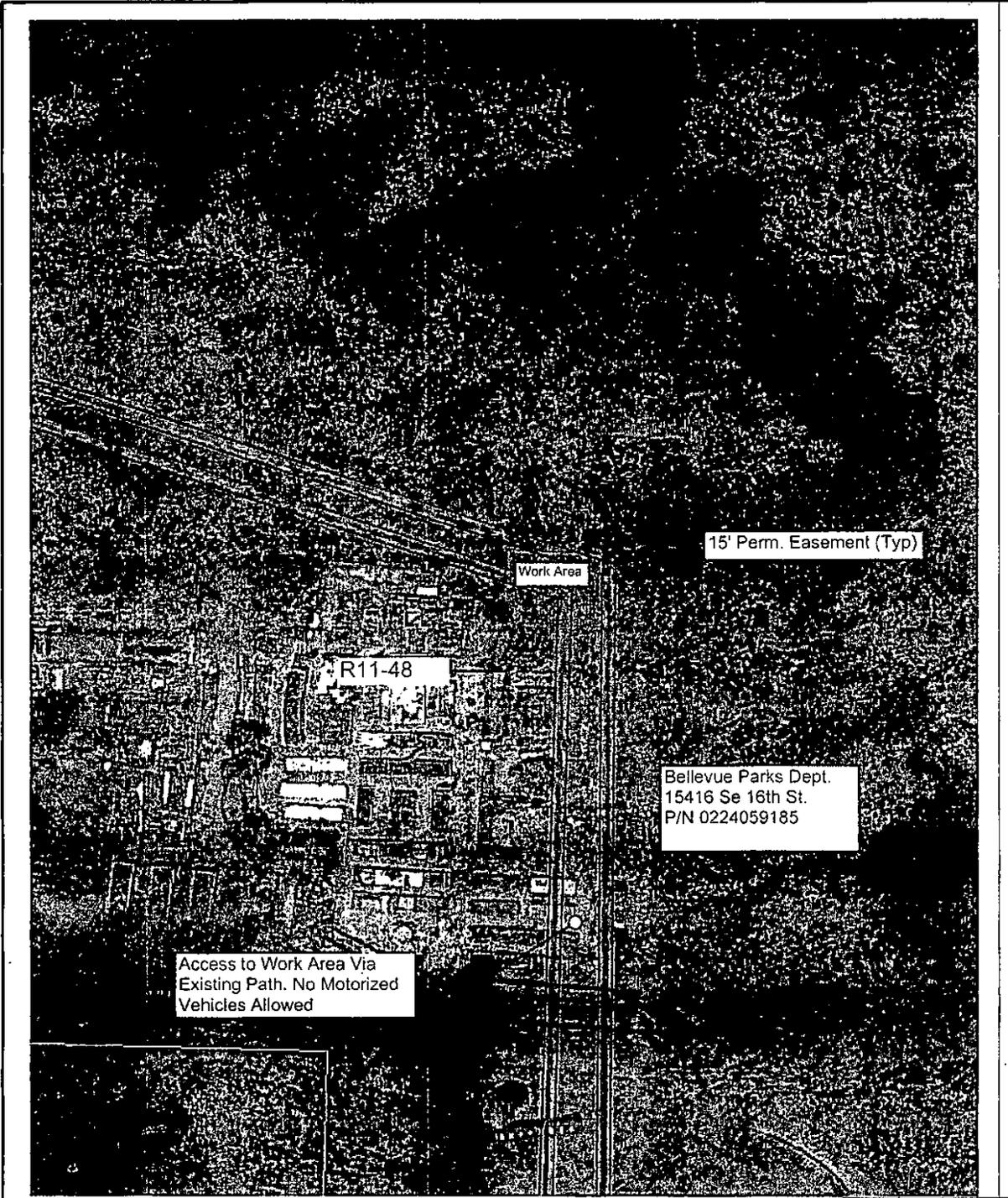
County to Attach

BORDER FILE EDITION: KCWID-2012-A.sive-1B-Bordai  
 X:\projects\13-1120695 H2S Lining Project Phase II\Right-of-Way Exhibits\13-1120695\TB-R.dwg | Layout: Model  
 PLOTTED: Oct 09, 2013-10:55:09am By uk10m  
 XREFS:  
 IMAGES:



DESIGNED/DRAWN: BRI		SCALE: AS NOTED		DEPARTMENT OF NATURAL RESOURCES & PARKS WASTEWATER TREATMENT DIVISION EASTGATE INTERCEPTOR REHABILITATION PHASE II		DCN:
PROJECT ENGINEER: B. ISAAC		FACILITY NUMBER:		Exhibit P-3		DATE: OCTOBER 2013
DESIGN APPROVAL: R. BROWNE		CONTRACT NO.:				PROJECT FILE NO: 13-1120695
PROJECT ACCEPTANCE: C. FLEET				DRAWING NO.:	SHT NO / TOTAL / 6	REV NO: 0

BORDER FILE EDITION: KCWTD-2012-1.siv- TB-Bozdar  
 X:\projects\13-1120695 H2S Lining Project Phase II Right-of-Way Exhibits\13-1120695\TB-R.dwg : Layout: Interdial  
 PLOTTED: Oct 09, 2013 10:55:03am By nikhain  
 XREFS:  
 IMAGES:



DESIGNED/DRAWN: <b>BRI</b>		SCALE: <b>AS NOTED</b>		DEPARTMENT OF NATURAL RESOURCES & PARKS WASTEWATER TREATMENT DIVISION <b>EASTGATE INTERCEPTOR REHABILITATION</b> PHASE II  <b>Exhibit P-4</b>		DCN:
PROJECT ENGINEER: <b>B. ISAAC</b>				DATE: <b>OCTOBER 2013</b>		
DESIGN APPROVAL: <b>R. BROWNE</b>		FACILITY NUMBER:		PROJECT FILE NO: <b>13-1120695</b>		
PROJECT ACCEPTANCE: <b>C. FLEET</b>		CONTRACT NO.:		DRAWING NO.:		
					SHT NO / TOTAL / <b>6</b>	REV NO: <b>0</b>

## **EXHIBIT B**

### **Description of Site Activities & Map Depicting Area**

#### **Description of Site Activities**

- County shall consult with City of Bellevue Development Services for any applicable permits that may be needed before beginning any work on the site.
- County and City will complete an on-site meeting in advance of any work to coordinate access and provide any notifications.

Contractor shall then notify Parks, Geoff Bradley, Environmental Program Supervisor at (425) 452-2740 with no less than two weeks before commencing any work as it relates to the Lake Hills Greenbelt relating to, but not limited to, access, proposed work, restoration.

Contractor shall notify Parks, Ryan Popke, Crewleader, at (425) 452-7813 with no less than two weeks before commencing any work as it relates to Phantom Lake, to discuss the following:

- parking needs at Phantom Lake. Parking lot for staging and parking at Phantom Lake Park will be severely limited to ensure public has access to park at all times.
  - Ingress/egress needs, including but not limited to Contractor maintaining one traffic lane, with appropriate flaggers, cones and signs.
  - Full restoration of vegetation after completion of construction, repair of any damage, including but not limited to the asphalt driveway, curbing, utilities, irrigation.
  - Other items as determined during meeting and throughout construction as required by Ryan Popke, or other City officials.
- If directed by City at the on-site meeting outlined above, County shall produce and distribute a project flyer to assist with public notification of the project.
  - No liner trucks will access the manhole or be permitted in this area. Tools will be carried in by hand, with exception to parking within public park as determined during the walk through with Ryan Popke.
  - County shall keep trails open at all time during work, cone off any work areas on trails as needed, and install "Trail Work Ahead" signs approximately 100; in all directions to notify trail users.
  - County to provide a plan to Ryan Popke, that shows the impact to the native trees and plants, if any, including proposed tree and vegetation removal and a tree and native plant restoration plan.
  - Depending upon construction time frame, County has to have a work schedule and access that is compatible with the Phantom Lake park and programming throughout premises.



## King County

Risk Management Division  
Department of Executive Services  
500 Fourth Ave. #320  
Seattle, WA 98104  
(206) 296-7432

February 27, 2014

Bellevue Parks and Community Services Department  
P O Box 90012  
Bellevue, WA 98009

Attn: Lorrie Peterson

RE: **KING COUNTY CERTIFICATE OF SELF-INSURANCE**  
Special Use Agreements for the rehabilitation of King County DNRP/WTD,  
manholes and pipes along the Eastgate Trunk Sewer Line

This letter is to certify that King County is fully self-funded for all its liability exposures. Should an incident occur involving the negligence of County employees acting in the scope of their employment, our self-funded program would respond.

King County, charter county government under the constitution of the State of Washington, hereinafter referred to as "County", maintains a fully funded Self-Insurance program as defined in King County Code 2.21 for the protection and handling of the County's liabilities including injuries to persons and damage to property. This includes Workers' Compensation coverage.

If you have any questions, please do not hesitate to call me at (206) 263-2249.

Sincerely,

Susan Pratt  
Insurance & Contract Review Administrator



CR# \_\_\_\_\_ Date: 3-11-14 PO # & Loc: INTRLOC-000

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

### Contract Routing Form

#### Current Contract Information:

Contract Title: Phantom Lake Park. KC access to their existing easements  
 Contract Description: Special Use Agreement  
 Total Contract Value:  
 This Amendment Value: N/A  
 Department: Parks - 587  
 Contract Manager: Lorrie Peterson  
 Contract Type: ~~Standard COB document~~ Temporary Special Use Agreement  
 Contract Form: Standard COB document with no changes  
 Budget Expenditure: No Budget Impact (Explain in Additional Comments)  
 Maximo User: No

#### Vendor Information:

New Vendor? No Tax ID#:  
 Vendor Name: King County COB License #:  
 JDE Vendor Number: 40306 UBI #:  
 Independent Contractor? Contractor's Lic. #:

#### Contract Term:

Original Effective Date: 03/01/2014 End Date: 12/31/2014  
 Subject To: One 1-year renewal

#### Council Approval:

Does this contract require council approval? No

#### Route:

		<u>In</u>	<u>Out</u>
Procurement Services:	<u>N/A per Jamie</u>	—	—
Information Technology:	<u>Not Required</u>	—	—
Legal: <u>monica</u>	<u>[Signature]</u>	—	<u>3/4/14</u>
Insurance Reviewed By:	<u>[Signature]</u>	—	—
Department Director:	<u>Amy Melke</u>	<u>3/10/14</u>	<u>3/10/14</u>
Procurement Services:	<u>N/A</u>	—	—
Return To:	<u>Lorrie Peterson for Pattenis</u>	—	—
City Clerk's Office:	<u>M-TORROW</u>	<u>3-11-14</u>	<u>3-11-14</u>

## CONTRACT REVIEW CRITERIA

- | Dept.                    | PS                       |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Contract Routing/Approval Form and Contract have consistent information?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Contract Type and template appropriate for the services performed?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?   |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the JDE vendor name and number accurate?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Company have a Bellevue Business License? If not, date Tax Office was notified? _____.  |
| <input type="checkbox"/> | <input type="checkbox"/> | If the Company's Tax ID# appears to be a SS#, or if we are paying an individual, make a copy of the Routing Form and interoffice to Gail Davila in HR.                           |
| <input type="checkbox"/> | <input type="checkbox"/> | Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?   |
| <input type="checkbox"/> | <input type="checkbox"/> | Is this an amendment or renewal? If so, are the original contract #'s and values indicated?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Has the Selection Method been explained in Additional Comments? Are results attached?  |
| <input type="checkbox"/> | <input type="checkbox"/> | If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the contractor meet requirements of the Independent Contractor Threshold question?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Is Attachment "A" (Scope of Work and/or Services) attached?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Is Attachment "B" (Insurance Requirements) attached?   |
| <input type="checkbox"/> | <input type="checkbox"/> | Are any additional riders required? If so, which one's? _____  |
| <input type="checkbox"/> | <input type="checkbox"/> | Does Insurer have a Best rating of A- or better?   |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Contractor identified as the insured?   |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?    |
| <input type="checkbox"/> | <input type="checkbox"/> | Are the policy expiration date(s) on the Certificate of Insurance current?   |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Contractor have a self-insured retention? Is it above \$50,000?   |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the City listed as the Certificate Holder?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Certificate signed?   |
| <input type="checkbox"/> | <input type="checkbox"/> | 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? |
| <input type="checkbox"/> | <input type="checkbox"/> | If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Contractor have an open account with the Washington State Department of Revenue?  |
| <input type="checkbox"/> | <input type="checkbox"/> | Are the Contractor's worker's compensation premiums current?   |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Is the Vendor on the Federal Debarred Suspended List?</b>   |

### 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?