City Clerk's Office
Records Management

CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

KING COUNTY - LAKE HILLS GREENBELT — Vendor Name

KC LK HILLS GREENBELT
12/31/2014

Document Type: Interlocal New
Vendor Name: KING COUNTY - LAKE HILLS GREENBELT
PO# Location: INTRLOC-000
Effect Date: 03/01/2014
Term Date: 12/31/2014
CR#: 51118
Related CR#:
Ordinance:
Resolution:
Leg Date:
Vendor #: 40306
Description: SPECIAL USE AGREEMENT - LAKE HILLS GREENBELT
BORING TESTING EASTGATE INTERCEPTOR - PHASE III

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
$00176854

Notes:

Mar 11, 2014 FSU: M JDE: M SI: M ECM: M

CR# 5118 DATE 3-11-14 LOC UNTRLOC-00

SPECIAL USE AGREEMENT
Lake Hills Greenbelt Boring Testing
Eastgate Interceptor – Phase III

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 King 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 Property, as described below, for the purpose of inspecting their utility line and conducting geotechnical boring testings prior to the County's re-lining of a corroded sewer line that runs under "Lake Hills Greenbelt Park", and

WHEREAS, County has applied for City of Bellevue Permit 13-135795 GD, and

WHEREAS, the City is willing to grant County's request for access and testing 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 test 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

does not constitute the City's approval for issuance of any permits that may be required for County's work as described in Section 4.

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

damage of any kind to equipment, tools or other County personal property used on the Premises by County.

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 permits 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 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

Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; and the Washington Model Toxics Control Act, Chapter 70.105D RCW, all as 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

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 _____

Printed Name: Shelley McVein

Title: Deputy Director

Approved as to Form:

By: _____
Monica Buck

EXHIBIT A
Legal Descriptions

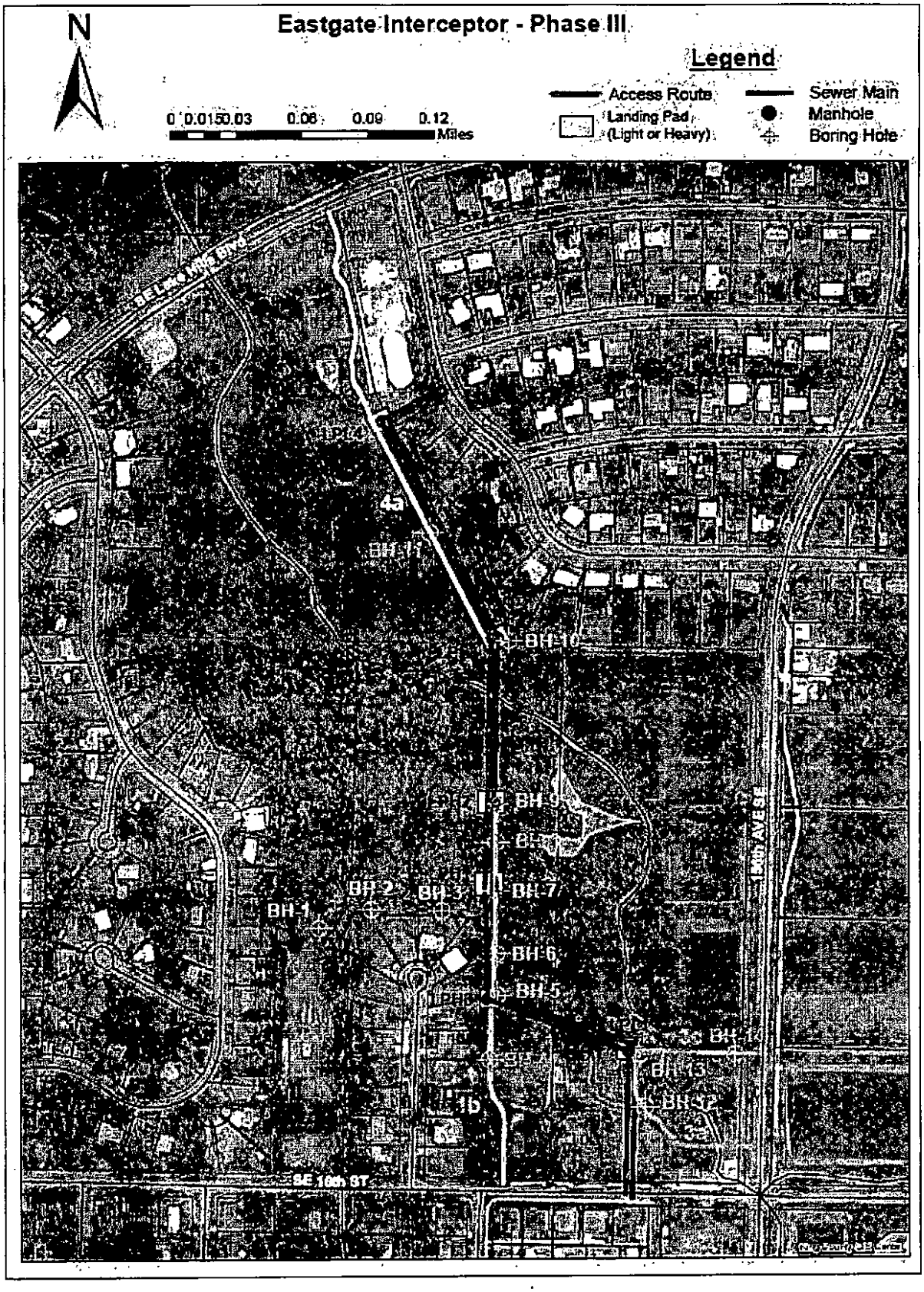
Parcel: 0224059185
E 1/2 OF SE 1/4 OF NW 1/4 LESS W 5 AC LESS BEG 30 FT N & 346.04 FT W OF SE COR TH N 01-35-33 E 20.39 FT TH ALG CURVE TO LFT RAD 17 FT DIST OF 26.74 FT TH N 88-32-26 W 13.76 FT TH N 01-35-33 E 129.77 FT TH N 88-32-26 W 123.75 FT M/L TO E LN OF W 5 AC TH S TO N LN OF ST TH E 154.55 FT 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

Parcel: 0224059084
W 5 AC OF E 1/2 OF SE 1/4 OF NW 1/4 LESS CO RD

Parcel: 0224059116
N 1/2 OF E 1/2 OF W 1/2 OF SE 1/4 OF NW ¼

Parcel: 0224059008
W 1/2 OF W 1/2 OF SE 1/4 OF NW 1/4 LESS W 155 FT LESS CO RD

EXHIBIT A-1



N
Eastgate Interceptor - Phase III
Legend
Access Route
Landing Pad (Light or Heavy)
Sewer Main
Manhole
Boring Hole
0 0.0150.03 0.06 0.09 0.12 Miles
BH-11
BH-10
BH-9
BH-7
BH-2
BH-3
BH-1
BH-6
BH-5
BH-13
BH-12
4a
1b
SE 16th ST

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.
- 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.
- County shall provide survey that will stake the exact locations for the boring – and the locations will be used in the future design. Exact boring location may need to be adjusted as boring can only be performed on dry land, not under water. Boring shall be located off the trail surface whenever possible. County anticipates completing to complete 15 bore holes in two weeks, weather dependent.
- The boring device will be brought in to the site by hand, as no vehicle access is required or permitted, except for parking within public parking lot within the City property.
- 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 trial users.
- Boring testing will also be conducted at City's Nursery Site, within the Lake Hills Greenbelt. Manual labor will carry drill rig inside the wetland when necessary.
- County to provide a plan to Dan Dewald, City's Natural Resource Manager, (425) 452-6048 and Geoff Bradley, that shows the impact to the native trees and plants 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 Master Gardeners Demonstration site, and Lake Hills Greenbelt Ranger Station, sales stand 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 coverge.

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

Sincerely,

Susan Pratt
Insurance & Contract Review Administrator

CR# 51118 Date: 3-11-14 PO # & Loc: INTRLOC-00

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

Contract Routing Form

Current Contract Information:

Contract Title:	Lake Hills Greenbelt. 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:	~~[illegible]~~ 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:		**In**	**Out**
Procurement Services:	N/A per Jamie	—	—
Information Technology:	Not Required	—	—
Legal: Monica	[illegible]	—	3/4/14
Insurance Reviewed By:	✓ Letter	—	3/4/14
Department ~~Director~~ Rick:	Shelly McVa	3/10/14	3/10/14
Procurement Services:	N/A		
Return To:	Lorrie Peterson / for Dan DeWald		
City Clerk's Office:	M. Jordan	3-11-14	3-11-14

CONTRACT REVIEW CRITERIA

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

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?