



INTRLOC\_00

US DEPT OF INTERIOR

File Location

Vendor Name

US DEPT OF INTERIOR  
09/30/2016

**Document Type:** Interlocal New

**Vendor Name:** US DEPT OF INTERIOR

**PO# Location:** INTRLOC-000

**Effect Date:** 10/02/2015

**Term Date:** 09/30/2016

**CR#:** 56104

**Related CR#:** \_\_\_\_\_

**Ordinance:** \_\_\_\_\_

**Resolution:** \_\_\_\_\_

**Leg Date:** \_\_\_\_\_

**Vendor #:** 33923

**Description:** USGS AGREEMENT FOR MERCER CREEK AND SAMMAMISH  
LAKE GAGES PO 1550348-000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notes:**

**INTRLOC\_00**  
 INTERLOCAL AGREEMENTS  
 10/31/2015  
  
 3100 78774

1550348-000

CR# 56104 DATE 11-17-15 LOG INTRLOC-00

Form 9-1366  
(Oct. 2005)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement

Customer #: 600000713 FY16-A  
Agreement #: 16WNWA04700  
Project #: 97229EU  
TIN #: 916007020  
Fixed Cost Agreement  Yes  No

**FOR  
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1<sup>ST</sup> day of **OCTOBER 2015**, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Bellevue**, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a **fixed-price agreement for the operation and maintenance of USGS gaging stations no. 12120000 (Mercer Creek) and no. 12122000 (Sammamish Lake nr Redmond, Washington)**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$ N/A.
  - (a) **\$8,460** by the party of the first part during the period **OCTOBER 1, 2015 to SEPTEMBER 30, 2016**
  - (b) **\$12,700** by the party of the second part during the period **OCTOBER 1, 2015 to SEPTEMBER 30, 2016**
  - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Down Payment (Bill) Request (form DI-1040). Billing documents are to be rendered **ANNUALLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey  
United States  
Department of the Interior**

**Name of Customer  
City of Bellevue**

**USGS Point of Contact**

**Customer Point of Contact**

Name: Marijke van Heeswijk  
Address: USGS Washington Water Science Ctr  
934 Broadway, Suite 300  
Tacoma, WA 98402  
Telephone: 253-552-1625  
Email: [heeswijk@usgs.gov](mailto:heeswijk@usgs.gov)

Name: Rick Watson  
Address: Bellevue Utilities Department  
P.O. Box 90012  
Bellevue WA 98009-9012  
Telephone: 425-452-4896  
Email: [rwatson@bellevuewa.gov](mailto:rwatson@bellevuewa.gov)

**Signatures**

**Signatures**

By Robert W. Black (acting for) Date 10/8/15

By Paul A. Bucich  
Date 11/2/15

Name: Cynthia Barton, Ph.D., L.G., L.H.G.  
Title: Center Director, USGS Washington  
Water Science Center

Name: Paul Bucich  
Title: Assistant Director  
Utilities Department  
City of Bellevue

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

Name:  
Title:

Name:  
Title:

6000000713/16WNWA04700/FY16-A

Approved as to form:  
By: [Signature]  
Assistant City Attorney  
Date: 11/9/15

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**Related Contract Information:**

Amendment/change order/renewal? No

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**Selection Method:**

Selection Method: State/Public Agency Contract

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**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1			42211.551900.3823	\$12,700.00	No	\$12,700.00

**Additional Comments:**

This contract is from US Geological Survey for the continued operation of the gages on Mercer Creek an Lake Sammamish for the period 10/1/15 - 9/30/16, per agreement #16WNWA04700

## 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"/> | 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?

CR# 56104 Date: 11-17-15 PO # & Loc: 1550348.000



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

**Contract Routing Form**

**Current Contract Information:**

Contract Title: USGS Agreement for Mercer Creek and Sammamish Lake gages  
 Contract Description: USGS Agreement for Mercer Creek and Sammamish Lake Operation and maintenance of gages  
 Total Contract Value: \$12,700.00  
 This Amendment Value: 0  
 Department: Utilities City Hall- 567  
 Contract Manager: Rick Watson  
 Contract Type: Interlocal Agreement (ILA)  
 Contract Form: Custom contract document  
 Budget Expenditure: Expenditure Contract - Sufficient Funds  
 Maximo User: No

**Vendor Information:**

New Vendor? No COB License #: N/A  
 Vendor Name: US Department of the Interior UBI #: N/A  
 JDE Vendor Number: 33923 Contractor's Lic. #: N/A  
 Independent Contractor? Yes

**Contract Term:**

Original Effective Date: 10/02/2015 End Date: 09/30/2016  
 Subject To: No Renewal

**Council Approval:**

Does this contract require council approval? No

**Route:**

RISK

		<u>In</u>	<u>Out</u>
Procurement Services:	<u>ACarb</u>	<u>11/4/15</u>	<u>11/4/15</u>
Information Technology:	Not Required		
Legal:	<u>Allyde</u>	<u>11/05/15</u>	<u>11/09/15</u>
Insurance Reviewed By:	<u>[Signature]</u>	<u>11/09/15</u>	<u>11-9-15</u>
Department Director:	<u>Paul A. Branch</u>	<u>11/09/15</u>	<u>11/2/15</u>
Procurement Services:	<u>ACarb</u>	<u>11/09/15</u>	<u>11/10/15</u>
Return To:	Lori McCuiston		
City Clerk's Office:	<u>M. TOMNOW</u>	<u>11-17-15</u>	<u>11-17-15</u>