BELLEVUE RECORDS MANAGEMENT

CONTRACT FACE SHEET

Document Type:

- ☐ Contract
- ☐ MOU
- ☒ Interlocal Agreement
- ☐ Notice of Acceptance
- ☐ Retainage
- ☐ Franchise Agreement
- ☐ Right of Way Use Agreement
- ☐ Lien
- ☐ Correspondence
- ☐ Collective Bargaining Agreement

Status:

- ☒ New
- ☐ Amendment
- ☐ Change Order
- ☐ Renewal
- ☐ Cancellation

***Vendor Name:** KC Road Services Division

***JDE PO Number:** 950273-000

***Effective Date:** 05/29/2009

***Termination Date:** 05/29/2013

Amendment Effective Date: ~

***Clerk's Receiving Number:** 44574

Related Receiving Number: ~

Bid/RFP/RFQ/ITQ Number: ~

Ordinance Number: ~

Resolution Number: 7927 05.18.2009

CIP Number: D-95 D-100

Project Name: Coal Creek Upper Reach Stabilization / Grade Control

Site Name: ~

Vendor Number: 83793

File Location: 09-487

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

MT

Face Sheet Date: 06.30.2009 C JDE C2

Index Date: 6-30-09 MT ECM

ORIGINAL

CR# 44574 DATE 04.30.09 LOC 09.487
RES 7927

INTERAGENCY AGREEMENT FOR WORK TO BE PERFORMED BY KING COUNTY ROAD SERVICES DIVISION

THIS AGREEMENT is made and entered into by and between King County ("the County") and the City of Bellevue, ("the City").

RECITALS

A. The City is desirous of contracting with the County for the performance of certain work.

B. The County is agreeable to performing the work on the terms and conditions hereinafter set forth and in consideration of the mutual covenants and agreements herein contained.

C. The parties can achieve cost savings and benefits in the public's interest by having the County perform the work for the City at the City's expense.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Work

1.1 Scope of Work. The County Road Services Division shall perform the work described on the attached Exhibit 1, Scope of Work. The work performed by the County will be limited to a maximum dollar amount of $640,000. If the amount of work identified in Exhibit 1 is more than the city's $640,000 maximum dollar amount, the County will cease work when the maximum dollar amount is reached, unless the City directs the County to continue and agrees to pay actual costs for additional work.

1.2 Modification of Work. If the City desires to modify the work requested, it shall notify the County of that desire. If the County agrees, the parties shall prepare an amended Scope of Work, which will be attached hereto as Exhibit 3. The amended Scope of Work shall bear the signature of the Road Services Division Director for the County and the Utilities Director or designee for the City, authorizing the amended work.

2. County Personnel Standards

The County is acting hereunder as an independent contractor so that:

a. County employees performing work hereunder shall be for all purposes

employees of the County;

b. Control of County personnel standards of performance, discipline, and all other aspects of employment shall be governed entirely by the County.

3. Compensation

3.1 Costs. The City shall pay the County for actual costs (direct labor, employee benefits, equipment rental, materials and supplies, utilities, permits, and administrative overhead costs) for the work performed by the County. The County's labor and equipment rental rates as estimated for this project are shown on Exhibit 2.

3.2 Billing. The County will bill the City for the cost of work performed. The bill will reflect actual costs and administrative overhead, as described in Section 3.1 above. Payments are due within 30 days of the City's receipt of said invoice.

4. Permits

The City is responsible for obtaining any permits or other authorizations that may be necessary for the County to perform the work under this Agreement.

5. County Responsibilities

5.1 County Status. The County will act as a contractor only and will not purport to represent the City professionally.

5.2 County Performance. The County shall perform the work requested by the City as described in the Scope of Work. The County will furnish all necessary labor, supervision, machinery, equipment, materials, and supplies to perform the work requested by the City in the Scope of Work

5.3 Timing of Work. The County will make every effort to recognize pertinent City deadlines for completion of the requested work, and will notify the City of any hardship or other inability to perform the work requested, including postponement of work due to circumstances requiring the County to prioritize its resources toward emergency-related work.

6. Duration

This Agreement is effective upon signature by both parties, and shall remain in effect until completion of the work and payment of all sums due hereunder, provided that either party may terminate this Agreement by a written notice received by the other party at least **30**

business days before the work commences.

7. Force Majeure

The County's performance under this Agreement shall be excused during any period of force majeure. Force majeure is defined as any condition that is beyond the reasonable control of the County, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring right-of-way or other necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of the County.

8. Liability

Not withstanding the indemnification provisions in Paragraph 2.2.5 of the August 31, 2004 settlement agreement in the Newport Yacht Club and Weinstein v. King County and the City of Bellevue, U.S. District Court Cause No. C03-2534 Z, the County shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the County. The County agrees that its obligations under this subparagraph 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, the 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. In the event the City incurs any judgment, award and/or cost arising therefrom including attorneys' fees to enforce the provisions of this paragraph, all such fees, expenses, and costs shall be recoverable from the County.

The City shall protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action bought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award and/or cost arising therefrom including attorneys' fees to enforce the provisions of this paragraph, all such fees, expenses, and costs shall be recoverable from the City.

9. Audits and Inspections

The records and documents pertaining to all matters covered by this Agreement shall be retained and be subject to inspection, review or audit by the County or the City during the term of this Agreement and for three (3) years thereafter.

10. Entire Agreement and Amendments

This Agreement contains the entire agreement of the parties hereto and supersedes any and all prior oral or written representations or understandings. This Agreement may only be amended by mutual, written agreement between the parties, provided that the Scope of Work may be amended as described in Section 1.2 above.

11. No Continuing Services

This Agreement is valid only for an individual work item, as specified in the Scope of Work. Ongoing services require an interlocal agreement pursuant to Chapter 39.34 RCW.

12. No Third Party Rights

Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the parties to this Agreement, or their officials, officers, employees, agents or representatives, to any third party.

13. Waiver of Breach

Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14. Headings

The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

15. Invalid Provisions

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected if such remainder would then continue to serve the purposes and objectives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

KING COUNTY

Division Director,
Road Services Division

June 25, 2009
Date

Approved as to form
John Briggs
Senior Deputy Prosecuting Attorney

CITY OF BELLEVUE

City Manager

6-25-09
Date

Larry L. Madole
Assistant City Attorney

Attachment: Exhibit 1, Scope of Work
Exhibit 2, Estimated Labor and Equipment and Rental Rates

EXHIBIT 1

Coal Creek – King County Scope of Work

Description:
Wood and rock will be installed in the bed and along the banks of Coal Creek to promote bed and bank stability, control sediment transport, and create instream habitat. A new buried pipe will be installed to convey stormwater from the existing tightline to Coal Creek. The work area is at 14 locations, some adjacent to each other, along two approximately 1,000 foot long reaches downstream of Lakemont Boulevard. Total streambank stabilization work is about 600 linear feet and instream habitat structures is about 160 linear feet. Temporary access roads totaling approximately 2,800 feet will be created to permit access to the channel from the adjacent roads and walking path. Flow will be diverted around the work area using either pumped or gravity bypasses; fish will be removed as required.

An estimated total of 530 tons of boulders from 12 to 24 inches in diameter, 260 tons of streambed gravel, and 280 logs with and without rootwads will be installed. Half the sites will be installed from within the streambed and the other half from the top of the channel banks. Approximately 120 feet of new buried pipe will be constructed 1,200 feet downstream of Lakemont Boulevard. Two temporary stream crossings will be required.

Excavation and grading will be required to reshape unstable banks at four locations. The remainder of the excavation will be as needed to install the logs and rock and make local adjustments to the stream channel to accommodate the structures.

Traffic control will be provided to allow trucks access to the project site from SE Newcastle Coal Creek Road (Newcastle Golf Club Road). Site closure will consist of smoothing disturbed areas, restoring pedestrian paths, and dispersing grass seed and mulch. Planting for site restoration will be by others.

Anticipated project duration is total 10 weeks: 1 week setup, 8 weeks instream, 1 week for site closure. The in-water work period is July 1 through August 31.

Task	Description	Quantities
Materials	Provide rock and wood – about 1/3 of logs have root wads	530 tons 1-2' diameter boulders 260 tons streambed gravel 180 logs 18" DBH 20' long 100 logs 16" DBH with rootwads
Traffic Control	Manage traffic to allow truck and equipment deliveries off SE Newcastle Coal Creek Road (Newcastle Golf Club Road).	As need to deliver materials and equipment.
Site Prep & Staging	Prepare access roads and stream access. Cut brush and small trees for machine access as needed. Unload and stage materials on site. Install stream crossings.	2,800 feet of access road. Maintain 6" of hog fuel on road surface.
Bypass & Fish Removal	Remove fish and bypass stream as required to obtain access to work areas.	1236 feet of polyethylene pipe. A total of six bypasses will be installed, not all concurrently.
Material Placement	Excavate bed of stream and banks for placement of logs and rocks. Place logs in one crib wall, six revetments, and eight	600 cy of in-water excavation. 960 cy of bank re-shaping.

Task	Description	Quantities
	rebar pins. Place rock in structures as backfill and ballast. Place streambed gravel and regrade streambed as needed in vicinity of installed structures. Lay back banks to re-shape in four locations.	
Install Pipeline	Install by hand buried pipe connecting existing storm drain tightline to creek. Construct by hand quarry spall pad.	120 feet of 12" diameter HDPE pipe. 6 tons quarry spalls.
Erosion Control	Equipment to arrive clean. Spill control kits to be provided. Straw wattles at equipment edges as feasible. Site closure with seed and straw.	100 straw bales 500 lbs erosion control seed mix 80 straw wattles 20 rolls coir 900 with staples
Site Closure	Remove access roads and staging areas and restore to plantable condition. Restore pedestrian walkway to pre-construction condition.	

Site	Description	Priority
Site Z – UR 22 Pipe Installation	Install 120 foot 12" diameter HDPE pipe	1
UR-23, UR-24, HAB-1, HAB-2, HAB-23 - Lakemont	200 foot long log and rock revetment, 3 habitat structures	3
UR-25, UR-26 - Lakemont	130 foot long log and rock revetment	4
UR-13 - Cindermine	105 foot long log cribwall	2
UR-10, HAB-10 - Cindermine	150 foot long log toe structure, 1 habitat structures	5
HAB-3, HAB-5 - Cindermine	2 habitat structures	6
UR-9, HAB-4, HAB-9 - Cindermine	100 foot long log toe structure, 2 habitat structures	7

The tasks and descriptions are separated into (4) four projects by type of work and location and will be worked separately but are all part of the $640,000. expected expenditure by the City of Bellevue in 2009 along Coal Creek under the agreement.
The projects are :

Access
UR 22 – Pipe Installation
Lakemont
Cindermine

EXHIBIT 2

King County Road Maintenance Labor Rates - 2009
City/Reimburseable/CIP Hourly Rates

LABOR

Position	Direct Labor	Benefits 0.47	Paid Time Off 0.20	Administrative Overhead 0.668	Total Hourly Labor Rate	*Overtime Only** 0.869
Equipment Operator	$26.93	$13.60	$5.79	$19.33	$67.64	$81.11
Truck Driver II	$26.25	$13.26	$5.65	$18.87	$66.05	$79.20
Truck Driver III	$29.63	$13.93	$5.93	$19.79	$69.27	$83.07
Utility Worker II	$23.93	$11.25	$4.79	$15.99	$55.95	$67.09
Supervisor II	$43.30	$20.35	$8.66	$28.92	$101.24	$121.39
Crew Chief	$33.38	$15.68	$6.67	$22.28	$78.00	$93.52
Administrative Specialist II	$22.82	$10.73	$4.56	$15.24	$53.35	$63.98

Only labor is burdened. There is no mark up on equipment or material. There is no profit margin.

*Overtime only: Rate varies due to difference in benefits paid. Only a portion of benefits are paid on overtime (no impact to health care etc.)

EQUIPMENT

Description	Hourly Rate
Dump Truck 10-12 CY	$31.30
Pickup	$6.40
Sweeper	$75.80
Trackhoe	$31.50
Equipment Trailer	$8.55

RENTAL EQUIPMENT

Description	Hourly Rate
Excavator - CAT 330	$80.00
Track Dump Truck	$47.00
Excavator - PC 200 Long Reach	$85.00

McCuistion, Lori

From: Coltrane, Mary [Mary.Coltrane@kingcounty.gov]
Sent: Wednesday, June 24, 2009 2:52 PM
To: McCuistion, Lori
Subject: KC - Bellevue agreement for stream restoration work.
Attachments: KC-Bellevue Interagency Agreement REV.doc; Bellevue-KC interagency exhibits 6-24-09.pdf; Bellevue-KC - stream restoration - 6-5-09.pdf

Lori – here is the agreement and the exhibits in a PDF. Our attorney is OK with it, and we can proceed. However, he would like to sign last, so please get signatures and then send four originals to me. When I receive the four originals, I'll get signatures and return three to you immediately. I am also attaching a scan of the original for $80,000.

Here is my address on the 3rd floor of King Street Center.

Mary Coltrane
Intergovernmental Relations Coordinator
MS KSC-TR-0313
201 South Jackson Street
Seattle, WA 98104

Thank you again, and my apologies for the confusion associated with this.

Mary

Schwab, Mayvis

From: Robinson, Jamie
Sent: Tuesday, May 12, 2009 2:26 PM
To: Jensen, Bruce
Cc: McCuistion, Lori; Schwab, Mayvis
Subject: RE: ILA - King County Road Services Division

Thanks Bruce.

Jamie

From: Jensen, Bruce
Sent: Tuesday, May 12, 2009 2:13 PM
To: Robinson, Jamie
Cc: McCuistion, Lori
Subject: FW: ILA - King County Road Services Division

Hi Jamie-
Here is the updated remittance address for the interagency agreement for King County Road Services Division to do the the work on the Upper Reach of Coal Creek.
Thanks!
Bruce

From: Tracy, Jerry [mailto:Jerry.Tracy@kingcounty.gov]
Sent: Tuesday, May 12, 2009 1:06 PM
To: Thomas-Clark, Julie; Jensen, Bruce
Cc: Sugui, Rey; Marquez, Ray
Subject: RE: ILA - King County Road Services Division

Thanks everyone. Here you go Bruce.

From: Thomas-Clark, Julie
Sent: Tuesday, May 12, 2009 8:18 AM
To: Marquez, Ray; Tracy, Jerry
Cc: Sugui, Rey
Subject: RE: ILA - King County Road Services Division

Thanks Ray!

Jerry, please send the below address to Bellevue.

KC Treasury Operations
Finance & Business Ope. Division
KC Administration Bldg
500 4TH AVE #611
SEATTLE, WA 98104-2387

From: Marquez, Ray
Sent: Tuesday, May 12, 2009 7:58 AM
To: Thomas-Clark, Julie
Cc: Sugui, Rey; Tracy, Jerry
Subject: RE: ILA - King County Road Services Division

Hi Julie,

I made some changes on the address below. Thanks.
Ray

From: Thomas-Clark, Julie
Sent: Tuesday, May 12, 2009 7:54 AM
To: Marquez, Ray
Cc: Sugui, Rey; Tracy, Jerry
Subject: FW: ILA - King County Road Services Division

Hi Ray,

We are in the process of setting up new interlocals with the City of Bellevue. They would like to verify the remittance address. Is the one below correct?

KC Treasury Operations
Finance & Business Ope. Division
KC Administration Bldg
500 4TH AVE #611
SEATTLE, WA 98104-2387

Thanks,
Julie

From: Tracy, Jerry
Sent: Tuesday, May 12, 2009 6:57 AM
To: Julie Thomas-Clark; Sugui, Rey
Subject: FW: ILA - King County Road Services Division

Can you help with this? Thanks.

From: BJensen@bellevuewa.gov [mailto:BJensen@bellevuewa.gov]
Sent: Monday, May 11, 2009 7:49 AM
To: Tracy, Jerry
Cc: JRobinson@bellevuewa.gov
Subject: FW: ILA - King County Road Services Division

Hi Jerry -
Would you please verify the address below is where to remit our payments for your work?
Bruce

---

imie
8, 2009 2:30 PM
McCuistion, Lori
ing County Road Services Division

Bruce and/or Lori - The above mentioned ILA document does not reference where payment should be remitted to. Because we have so many different KC vendor #'s and they are all different, I would like to verify that payment

will be made to:

KC Financial Management Section
ACCOUNTS RECEIVEABLE UNIT/611 KC ADMIN B
500 4TH AVE
SEATTLE, WA 98104-2387

Is that correct? Even though the contract is between City of Bellevue and King County Road Services Division?

Thx -

Jamie

Schwab, Mayvis

From: Robinson, Jamie
Sent: Tuesday, May 12, 2009 8:52 AM
To: Schwab, Mayvis
Subject: FW: ILA - King County Road Services Division

Here you go. I'll forward the response once I get one. Thx - Jamie

---

From: Jensen, Bruce
Sent: Monday, May 11, 2009 7:49 AM
To: Jerry Tracy (Jerry.Tracy@kingcounty.gov)
Cc: Robinson, Jamie
Subject: FW: ILA - King County Road Services Division

Hi Jerry -
Would you please verify the address below is where to remit our payments for your work?
Bruce

From: Robinson, Jamie
Sent: Friday, May 08, 2009 2:30 PM
To: Jensen, Bruce; McCuistion, Lori
Subject: ILA - King County Road Services Division

Bruce and/or Lori - The above mentioned ILA document does not reference where payment should be remitted to. Because we have so many different KC vendor #'s and they are all different, I would like to verify that payment will be made to:

KC Financial Management Section
ACCOUNTS RECEIVEABLE UNIT/611 KC ADMIN B
500 4TH AVE
SEATTLE, WA 98104-2387

Is that correct? Even though the contract is between City of Bellevue and King County Road Services Division?

Thx -

Jamie

2148-RES
5/6/2009

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7927

A RESOLUTION authorizing the City Manager or his designee to execute an interagency agreement with King County in order to utilize the County's stream restoration crews for construction of the Coal Creek Upper Reach Stabilization and Grade Control Projects, CIP Plan No's. D-95 and D-100.

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 an interagency agreement with King County in order to utilize the County's stream restoration crews for construction of the Coal Creek Upper Reach Stabilization and Grade Control Projects, CIP Plan No's. D-95 and D-100, a copy of which interagency agreement has been given Clerk's Receiving No. 44574.

Passed by the City Council this 18th day of May, 2009, and signed in authentication of its passage this 18th day of May, 2009.

(SEAL)

Grant S. Degginger, Mayor

Attest:

Myrna L. Basich, City Clerk
Deputy City Clerk

Resolution 7927
page 2
item 8(d)

Agenda

City Council
Regular Session

1005

MONDAY
May 18, 2009

8:00 – 10:00 p.m.
Council Chambers (1E-126)

			Page
1.	Call to Order		
2.	Roll Call, Flag Salute		
	(a) Commercial Recycling Awards	UTIL Denny Vidmar	2-1
3.	Communications: Written and Oral		
	Note: *Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.*		
4.	Reports of Community Council, Boards and Commissions		
5.	Report of the City Manager		
	(a) Update on GMPC Growth Targets *(For information and discussion)*	PCD Michael Kattermann	5-1
	(b) Management Brief reporting on Mercer Slough Environmental Education Center Proposed Donation of Wetlab 2	PARK Patrick Foran	5-9

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

City of Bellevue

(For information and discussion)

(c)	Update on Main Street and NE 2nd Street Conceptual Design Project *(For information)*	TRAN Goran Sparrman David Berg Nancy LaCombe Francine Johnson	5-11

6. Council Business and New Initiatives

7. Approval of the Agenda

8. Consent Calendar

(a)	Minutes of April 20, 2009 Study Session Minutes of April 20, 2009 Regular Session Minutes of April 27, 2009 Extended Study Session		8a-1
(b)	Motion to award Bid No. 9118 to RC Zeigler Company Inc., in an amount not to exceed $28,927.41, as the lowest responsible bidder, for the installation of two playground covers at Lewis Creek Community Park.	PARK	8-1
(c)	Ordinance No. 5873 authorizing: 1) execution of a grant agreement with the Washington State Department of Transportation (WSDOT) to accept $385,000 in federal Highway Safety Improvement Program (HSIP) funding; 2) amendment of the 2009-2010 General CIP fund to increase the appropriation by $385,000 in grant funds; and 3) amendment of the 2009-2015 Capital Investment Program (CIP Plan) Plan to increase the project budget for the Downtown Mid-Block Crossings project by $385,000 (CIP Plan No. PW-W/B-77).	TRAN	8-7
** (d)	Resolution No. 7927 authorizing execution of an Interagency Agreement with King County in order to utilize the County's stream restoration crews for construction of the Coal Creek Upper Reach Stabilization and Grade Control Projects (CIP Plan Nos. D-95 and D-100.	UTIL	8-17

(e)	Resolution No. 7928 authorizing execution of an amendment to the professional services agreement for the Lower Coal Creek Sediment Pond, with RW Beck, Inc., in the amount of $265,000, for engineering services (CIP Plan No. D-101).	UTIL	8-29
(f)	Motion to award Bid No. 9041 for the 2009 Asphalt and Concrete Replacement Project to Northwest Asphalt Inc., in an amount not to exceed $336,072.25.	UTIL	8-37

9. Public Hearings

10. Land Use

11. Other Ordinances, Resolutions and Motions

(a)	2009 Annual Comprehensive Plan Amendments (CPA Work Program *(Staff seeks Council direction through the following three motions.)* Move to initiate/NOT initiate the Newport Professional Buildings Comprehensive Plan amendments into the annual work program, as recommended by the Planning Commission, and direct the Planning Commission to return final recommendations through the CPA review process. Move to initiate the Capital Facilities CIP reference update Comprehensive Plan amendment into the annual work program, as requested by staff, and direct the Planning Commission to return final recommendations through the CPA review process. Move to initiate the Transportation Element Figure TR.2 Comprehensive Plan amendment into the annual work program, as requested by staff, and direct the Planning Commission to return final recommendations through the CPA review process.	PCD Dan Stroh Paul Inghram Commission Chair, Vicki Orrico	11-1

(b) Bel-Red Code Amendments
(Staff seeks Council action on the following Ordinances.)

PCD/CAO/ DEV SRVCS
Matt Terry/ Kate Berens/ Carol Helland

11-19

Ordinance No. 5874 amending the Bellevue Land Use Code, adopting a new Part 20.25D to establish regulations, standards, and design guidelines for implementation of the new Bel-Red Subarea Plan, and establishing and effective date.

Ordinance No. 5875 amending the land use designations for all properties within the Bel-Red Subarea for consistency with revisions to the Comprehensive Land Use Plan; and establishing an effective date.

Ordinance No. 5876 amending the Bellevue Land Use Code, relating to ensuring consistency with the new Bel-Red Overlay (Part 20.25D); amending specific sections; adopting new sections 20.10.375, 20.20.840, 20.30F.180; deleting section 20.20.920; and establishing an effective date.

Ordinance No. 5877 amending the sign code to incorporate new Bel-Red Land Use Districts, correct references for consistency, and update definitions to reflect departmental changes; amending sections 22B.10.020, 22B.10.025, 22B.10.030, 22B.10.040, 22B.10.055, and 22B.10.140 of the Bellevue City Code; and establishing an effective date.

Ordinance No. 5878 amending the Bellevue City Code to incorporate the Bel-Red Land Use Districts into

chapter 9.18.(Noise Code); amending section 9.18.025 of the Bellevue City Code; providing for severability; and establishing an effective date.

12. Unfinished Business

13. Continued Oral Communications

14. New Business

15. Executive Session

16. Adjournment

Item No. 8(d)
May 18, 2009

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 7927 authorizing execution of an interagency agreement with King County in order to utilize the County's stream restoration crews for construction of the Coal Creek Upper Reach Stabilization and Grade Control Projects, CIP Plan Nos. D-95 and D-100.

FISCAL IMPACT

Executing this interagency agreement would allow the City to expend up to $640,000 for stream restoration. This expenditure will be funded from Utilities Coal Creek Upper Reach Bank & Slope Stabilization (CIP Plan No. D-95), and Coal Creek Stream Bed Grade Controls (CIP Plan No. D-100).

D-95 – Coal Creek Upper Reach Bank & Slope Stabilization	$300,000
D-100 – Coal Creek Stream Bed Grade Controls	340,000
Total	$640,000

This work was included in the 2009-2015 CIP Plan budget and there is adequate budget remaining to fund the work under this interagency agreement.

STAFF CONTACT

Nav Otal, Deputy Director, 452-2041
Wes Jorgenson, Assistant Director, 452-4887
Utilities Department

POLICY CONSIDERATION

This Agreement supports regional cooperation, ensures that construction of the Coal Creek Streambank Stabilization Project is completed in a cost-effective manner, and meets the commitments of the Coal Creek settlement agreement.

BACKGROUND

In early 2005, the City mediated and settled a lawsuit with King County, Newport Yacht Club and a Newport Shores resident regarding flooding and sedimentation issues in Coal Creek. By mediating this lawsuit, the City chose to focus its resources on providing solutions to address long-standing environmental issues rather than litigating the matter. This direction is in line with the City's history of environmental stewardship and the community's values of protecting and restoring Bellevue's lakes, streams and wetlands.

The settlement stipulates that the City will implement a series of stabilization tasks aimed at addressing flooding, bank stabilization and sedimentation issues. The stabilization tasks will address unstable creek banks and hillsides that are prone to erosion. The proposed improvements to Coal Creek will protect and enhance in-stream habitat for fish, improve water quality and help restore this urban stream.

In 2006, the City entered into an interagency agreement with King County to use the County's stream crews for stabilization work on the middle reach of Coal Creek, one of the early action items from the settlement agreement. Working with the County crews was hugely successful as they installed approximately 440 logs and 555 boulders at the most critical erosion sites along 4000 feet of the creek for $350,000. The previous year a private contractor installed only 50 pieces of wood in a similar reach of Coal Creek at a contract price of $220,000.

With County crews, the work is done in a collaborative design-build environment, where the designer works directly with the County crews to address the specific field conditions and nuances of each eroding stream site. The process relies on knowledgeable work crews and field-directed installations. It offers built-in flexibility to address field changes needed for the unique and dynamic site conditions in a stream environment, without the typical change order process.

The City and County can also adjust the appropriate mix of crews, equipment and materials to meet project needs as the work is performed on a time and material basis. Any field changes that speed up the work result in cost savings to the City. County crews have extensive experience working in sensitive stream environments with the majority of their work program focused on water-related projects including stormwater facilities and stream restoration. They have a track record of efficient, cooperative, and skilled work, including the City's previous experience.

Staff proposes to enter into an interagency agreement with the County to take advantage of this opportunity to complete stabilzation measures on the upper reach of Coal Creek. Constructing these measures will complete the City's obligation for the upper reach stabilization and stream bed grade control tasks of the settlement agreement.

EFFECTIVE DATE

If adopted, this Resolution will become effective immediately upon adoption.

OPTIONS

1. Adopt Resolution No. 7927 authorizing execution of an interagency agreement with King County in order to utilize the County's stream restoration crews for construction of the Coal Creek Upper Reach Stabilization and Grade Control Projects, CIP Plan Nos. D-95 and D-100.

2. Reject Resolution No. 7927 and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 7927 authorizing execution of an interagency agreement with King County in order to utilize the County's stream restoration crews for construction of the Coal Creek Upper Reach Stabilization and Grade Control Projects, CIP Plan Nos. D-95 and D-100.

MOTION

Adopt Resolution No. 7927 authorizing execution of an interagency agreement with King County in order to utilize the County's stream restoration crews for construction of the Coal Creek Upper Reach Stabilization and Grade Control Projects, CIP Plan Nos. D-95 and D-100.

ATTACHMENTS

CIP Project Description
Vicinity Map
Proposed Resolution No. 7927

AVAILABLE IN COUNCIL OFFICE

Interagency Agreement

D-95 Coal Creek Upper Reach Bank and Slope Stabilization

Category: Storm Drainage
Department: Utilities

Status: Approved and Begun
Location: Coal Creek – Coal Cr Pkwy to Lakemont Blvd.

Programmed Funding

Programmed Funding	Appropriated To Date	FY 2009 Budget	FY 2010 Budget	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget
653,000	203,000	425,000	5,000	5,000	5,000	5,000	5,000	-

Description and Scope

This project will protect stream banks from on-going erosion and stabilize slopes that have the potential to deliver sediment to Coal Creek. Of particular concern are those slopes consisting of unconsolidated coal mining waste adjacent to the stream.

PROJECT NEED: Flood Hazard; Water Quality

Rationale

Coal Creek has a continuing problem of sediment transport. Currently, sedimentation is a potential limiting factor for salmonid production, affects downstream flood control facilities, and impacts property and navigation at the mouth of the Coal Creek on Lake Washington. In October 2004, the City and King County settled a lawsuit by Newport Yacht Club and a resident of Newport Shores with respect to sediment impacts. Part of the settlement agreement includes a basin-wide package of stabilization projects aimed at reducing the amount of upstream erosion. Stabilizing upstream slopes, particularly those comprised of mining waste in the upper basin, will help reduce downstream sedimentation problems at the mouth, preserve flood control functions of downstream facilities and improve stream conditions for fish. The project meets the City's obligation under the settlement agreement. Also, the project addresses the Utility's CIP program objectives of improved reliability & integrity of the Utility's infrastructure, protects property from flood damages and promotes environmental stewardship by reducing sedimentation.

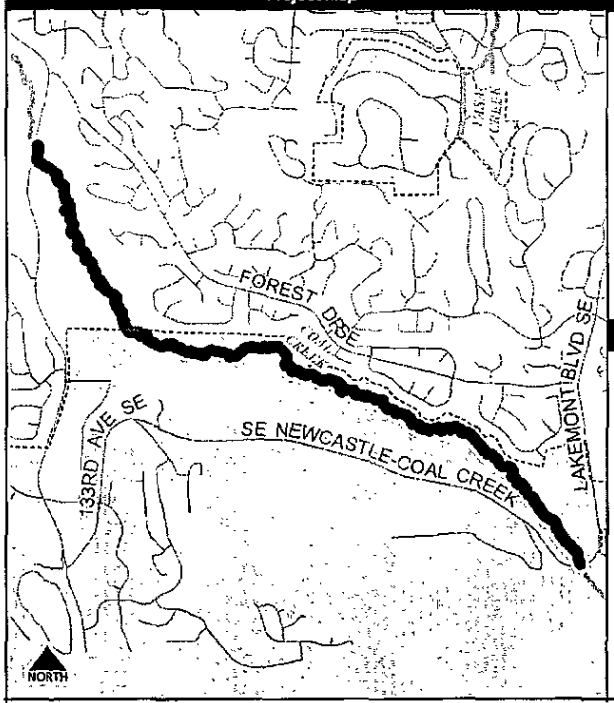
Environmental Impacts

Stabilizing eroding banks and slopes may result in minor adverse impacts to stream resources during construction. These impacts will be reviewed *under a programmatic EIS for the package of projects proposed for the stabilization of Coal Creek.*

Operating Budget Impacts

This project will have no impact on operating revenues. Operating expenditures are expected to increase an average of approximately $4K/year with completion of the project (estimated in Coal Creek Settlement Agreement).

Project Map



Schedule of Activities

Project Activities	From - To	Amount
Project Costs	2006 - 2014	653,000
	Total Budgetary Cost Estimate:	653,000

Means of Financing

Funding Source	Amount
Judgements/Settlements	436,000
Utility Rates/Fees	217,000
Total Programmed Funding:	653,000
Future Funding Requirements:	0

D-100 Coal Creek Stream Bed Grade Control

Category: Storm Drainage
Department: Utilities

Status: Approved and Begun
Location: Coal Creek – from I-405 to Lakemont Blvd.

Programmed Funding

Programmed Funding	Appropriated To Date	FY 2009 Budget	FY 2010 Budget	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget
765,000	225,000	500,000	8,000	8,000	8,000	8,000	8,000	-

Description and Scope

This project will construct approximately 12 in-stream bed controls to help minimize stream incision and help trap excessive sediment currently in transport

PROJECT NEED: Flood Hazard; Water Quality

Rationale

Coal Creek has a continuing problem of sediment transport. Currently, sedimentation is a potential limiting factor for salmonid production, affects downstream flood control facilities and impacts property and navigation at the mouth of Coal Creek on Lake Washington. In October 2004, the City and King County settled a lawsuit by Newport Yacht Club and a resident of Newport Shores with respect to sediment impacts. Part of the settlement agreement includes a basin-wide package of stabilization projects aimed at reducing the amount of upstream erosion and sediment transport. Constructing bed controls will help address the sediment that is currently in transport by providing for in-stream storage of sediments and minimizing future stream incision. The project meets the City's obligation under the settlement agreement. Also, the project addresses the Utility's CIP program objectives of improved reliability & integrity of the Utility's infrastructure, protects property from flood damages and promotes environmental stewardship by reducing sedimentation.

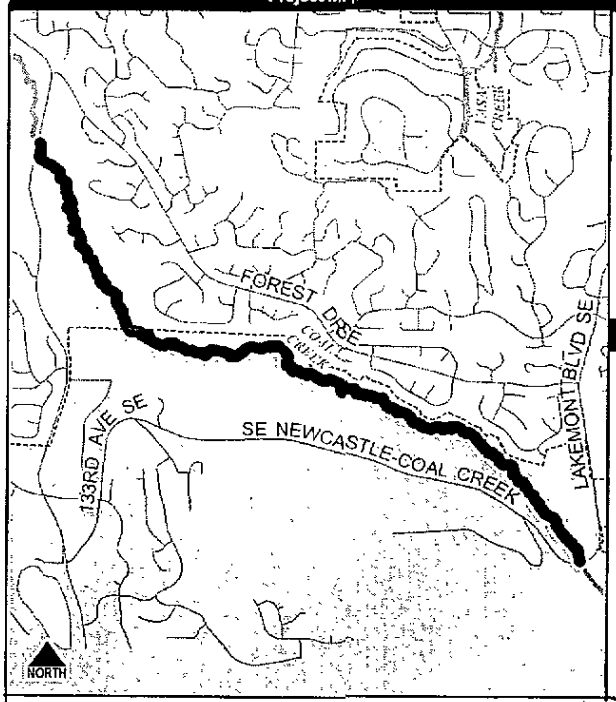
Environmental Impacts

Constructing bed controls may result in minor adverse impacts to stream resources during construction. Because this project includes in-stream construction, work will be limited to those periods during the summertime set forth in the hydraulic permits. Project impacts will be reviewed under a programmatic EIS for the package of projects proposed for the stabilization of Coal Creek.

Operating Budget Impacts

This project will have no impact on operating revenues. Operating expenditures are expected to increase an average of approximately $4K/year with completion of the project (estimated in Coal Creek Settlement Agreement)

Project Map

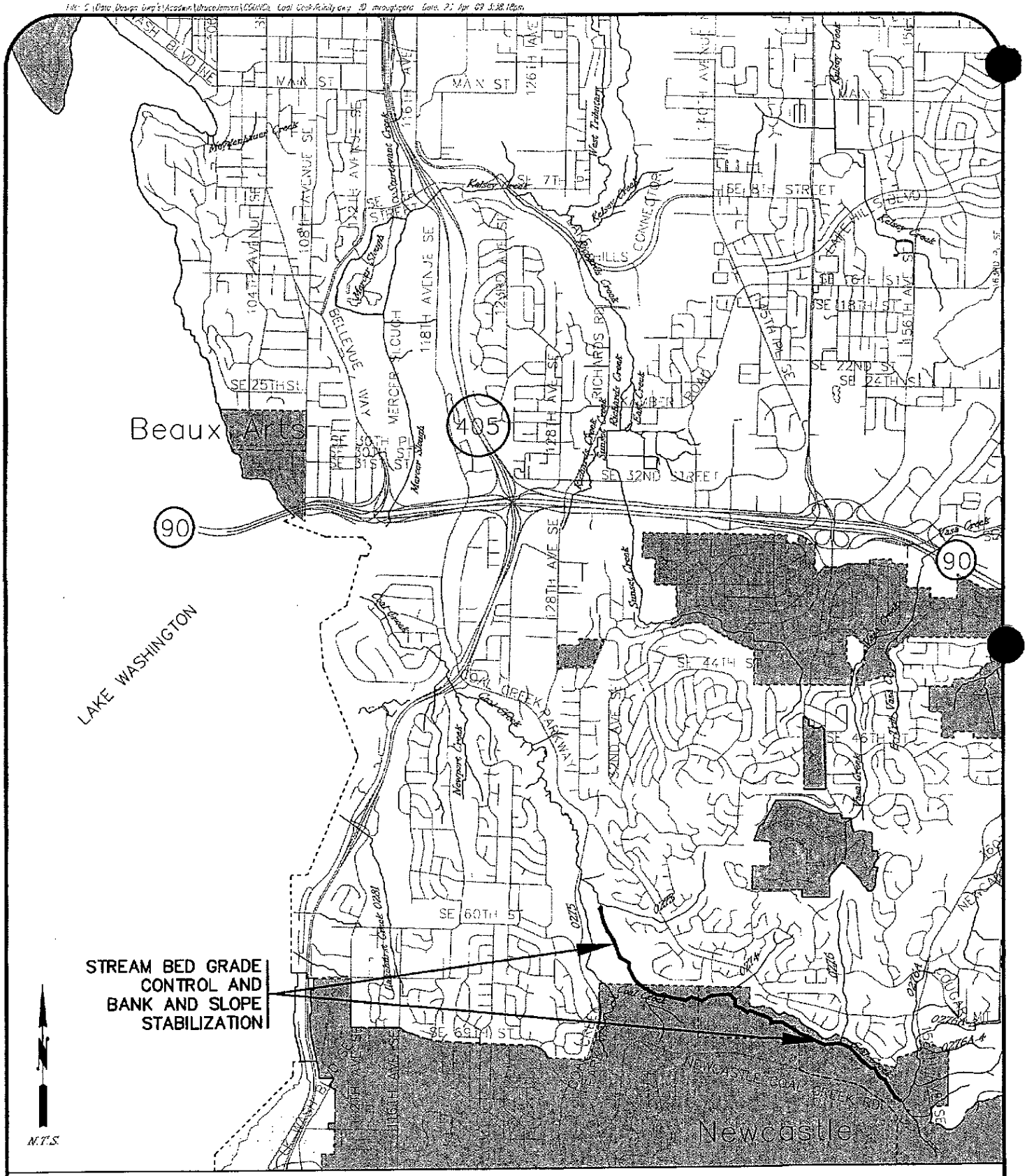


Schedule of Activities

Project Activities	From - To	Amount
Project Costs	2006 - 2010	765,000
	Total Budgetary Cost Estimate:	765,000

Means of Financing

Funding Source	Amount
Judgements/Settlements	16,000
Utility Rates/Fees	749,000
Total Programmed Funding:	765,000
Future Funding Requirements:	0



--------- CITY OF BELLEVUE CITY LIMITS

VICINITY MAP

COAL CREEK STREAM BED GRADE CONTROL D-100
COAL CREEK UPPER REACH BANK STABILIZATION AND SLOPE STABILIZATION D-95

CITY OF BELLEVUE WASHINGTON

2148-RES
5/6/2009

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7927

A RESOLUTION authorizing the City Manager or his designee to execute an interagency agreement with King County in order to utilize the County's stream restoration crews for construction of the Coal Creek Upper Reach Stabilization and Grade Control Projects, CIP Plan No's. D-95 and D-100.

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 an interagency agreement with King County in order to utilize the County's stream restoration crews for construction of the Coal Creek Upper Reach Stabilization and Grade Control Projects, CIP Plan No's. D-95 and D-100, a copy of which interagency agreement has been given Clerk's Receiving No. _____.

Passed by the City Council this _____ day of _____, 2009, and signed in authentication of its passage this _____ day of _____, 2009.

(SEAL)

_____
Grant S. Degginger, Mayor

Attest:

_____
Myrna L. Basich, City Clerk

D-95 Coal Creek Upper Reach Bank and Slope Stabilization

Category: Storm Drainage
Department: Utilities

Status: Approved and Begun
Location: Coal Creek – Coal Cr Pkwy to Lakemont Blvd.

Programmed Funding

Programmed Funding	Appropriated To Date	FY 2009 Budget	FY 2010 Budget	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget
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Description and Scope

This project will protect stream banks from on-going erosion and stabilize slopes that have the potential to deliver sediment to Coal Creek. Of particular concern are those slopes consisting of unconsolidated coal mining waste adjacent to the stream.

PROJECT NEED: Flood Hazard, Water Quality

Rationale

Coal Creek has a continuing problem of sediment transport. Currently, sedimentation is a potential limiting factor for salmonid production, affects downstream flood control facilities, and impacts property and navigation at the mouth of the Coal Creek on Lake Washington. In October 2004, the City and King County settled a lawsuit by Newport Yacht Club and a resident of Newport Shores with respect to sediment impacts. Part of the settlement agreement includes a basin-wide package of stabilization projects aimed at reducing the amount of upstream erosion. Stabilizing upstream slopes, particularly those comprised of mining waste in the upper basin, will help reduce downstream sedimentation problems at the mouth, preserve flood control functions of downstream facilities and improve stream conditions for fish. The project meets the City's obligation under the settlement agreement. Also, the project addresses the Utility's CIP program objectives of improved reliability & integrity of the Utility's infrastructure, protects property from flood damages and promotes environmental stewardship by reducing sedimentation.

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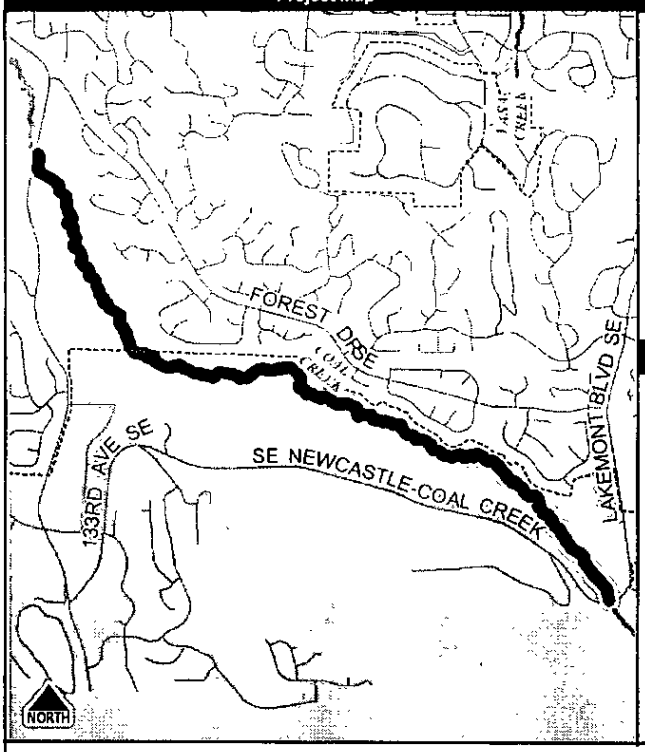

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FY 2009 - FY 2015 Capital Investment Program

D-100 Coal Creek Stream Bed Grade Control

Category: Storm Drainage
Department: Utilities

Status: Approved and Begun
Location: Coal Creek – from I-405 to Lakemont Blvd.

Programmed Funding

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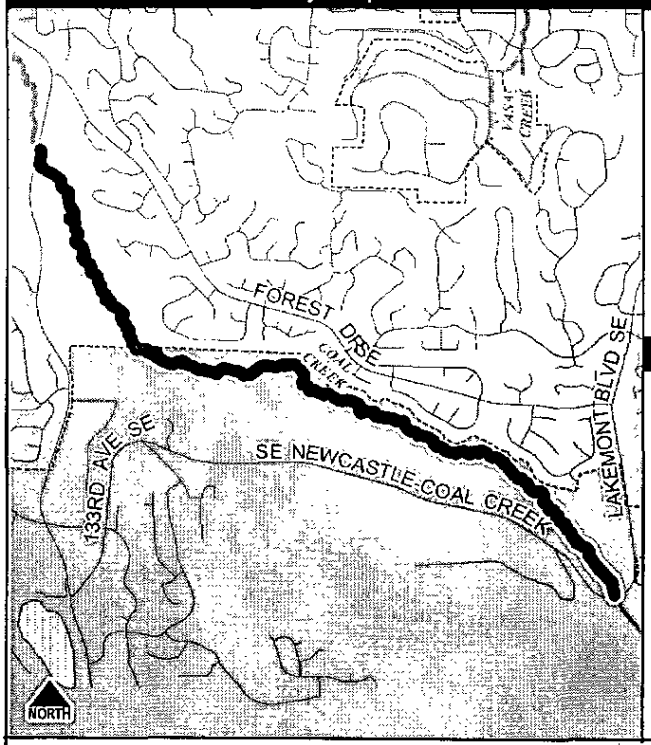

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Future Funding Requirements:	0

CR# 44574 Date: 06·30·09 Loc: 09·487 PO #: 9502735000
Res 7927

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

ORIGINAL

Contract Routing Form

Current Contract Information:

Contract Title:
Interagency Agreement with King County in order to utilize the County's stream restoration crews for construction of the Coal Creek Upper Reach Stab & Grade Control Project

Contract Description:
Interagency Agreement with King County in order to utilize the County's stream restoration crew

Total Contract Value: $640,000.00

This Amendment Value:

Department: Utilities - 567
Contract Manager: Wes Jorgenson/Bruce Jensen
Contract Type: Interlocal Agreement (ILA)

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

Vendor Information:

Is this a new vendor? No
Vendor Name: King County Road Services Division
JDE Vendor Number: 83793
Is this vendor an independent contractor? Yes

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

Contract Terms:

Original Effective Date: 05/29/2009 **End Date:** 05/29/2013 **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: 5/18/2009 **Council Action:** Resolution **Legislative #:**

Route:

		In	Out
Contracting Services:	M Schwarz	5/12/09	5/14/09
Information Technology:	Not Required		
Legal:	Kathy Madden		
Insurance Reviewed By:	Joann Nicolai	5/18/09	5/18/09
Department Director:		5/21/09	5/21/09
Contracting Services:	M Schwarz	5/21/09	5/21/09
Return To:	Lori McCuistion		
City Clerk's Office:	Changwen	06·30·09	06·30·09

950273.000

Selection Method:

Selection Method: Interlocal/MOU

ORIGINAL

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	D-95		318690001.551900.3881	$300,000.00	No	$300,000.00
2	D-100		321690001.551900.3881	$340,000.00	No	$340,000.00

Additional Comments:

Interagency Agreement was reviewed by Risk and Legal prior to Council Approval. Insurance Certificate is not required for this agreement.