



CONTRACTS & AGREEMENTS

ECM INDEX DATA

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Ordinance: _____

Resolution: _____

Leg Date: _____

Vendor #: 33923

Description: USGS AGREEMENT FOR MERCER CREEK AND SAMMAMISH LAKE
OPERATION AND MAINTENANCE OF GAGES
PO 1450249-000

9/30/2015
 US DEPT OF INTERIOR

Notes:

INTRLOC_00
 INTERLOCAL AGREEMENTS
 12/31/2099

 500176254

1450249

CRI 51788 DATE 9-25-14 LOG INTRLOG-00

Form 9-1366
(Oct. 2005)

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

Customer #: 600000713 FY15-A
Agreement #: 14WNA04700
Project #: 97229EU
TIN #: 916007020
Fixed Cost Agreement Yes No

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the 1ST day of **OCTOBER 2014**, 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) **\$6,816** by the party of the first part during the period **OCTOBER 1, 2014 to SEPTEMBER 30, 2015**
 - (b) **\$12,330** by the party of the second part during the period **OCTOBER 1, 2014 to SEPTEMBER 30, 2015**
 - (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: Ken Frasl
Address: USGS WAWSC – Field Office
934 Broadway, Suite 300
Tacoma, WA 98402
Telephone: 253-552-1670
Email: kefrasl@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

Signatures

Signatures

By Cynthia Barton Date 8-14-14

By Paul A. Bucich
Date 9/18/14

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:

6000000713/15WNWA04700/FY15-A

CR# _____ Date: 9-25-14 PO # & Loc: 1450249.000



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: \$12,330.00 ✓
 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	Tax ID#:	N/A	<u>916007020</u>
Vendor Name:	US Department of the Interior	COB License #:	N/A	
JDE Vendor Number:	33923 <u>Ecological Survey</u>	UBI #:	N/A	
Independent Contractor?	Yes	Contractor's Lic. #:	N/A	

Contract Term:

Original Effective Date: 10/01/2014 End Date: 09/30/2015
 Subject To: No Renewal

Council Approval:

Does this contract require council approval? No

Route:

		<u>In</u>	<u>Out</u>
Procurement Services:	<u>A. Carbo</u>	<u>9/18/14</u>	<u>9/18/14</u>
Information Technology:	Not Required		
Legal:	<u>[Signature]</u>		<u>9/24/14</u>
Insurance Reviewed By:	<u>[Signature]</u>	<u>9-19-14</u>	<u>9-19-14</u>
Department Director:	<u>[Signature]</u>	<u>9/18/14</u>	<u>9/18/14</u>
Procurement Services:	<u>A. Carbo</u>	<u>9/24/14</u>	<u>9/24/14</u>
Return To:	Lori McCuiston		
City Clerk's Office:	<u>M. TORNOW</u>	<u>9-25-14</u>	<u>9-25-14</u>

RISK

OK

Related Contract Information:Amendment/change order/renewal? No

Selection Method:Selection Method: State/Public Agency Contract

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1			42211.551900.3823	\$12,330.00	No	\$12,330.00

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 10/1/14 - 9/30/15, per agreement #14WNWA04700

CONTRACT REVIEW CRITERIA

- | Dept. | PS | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the Contract Routing/Approval Form and Contract have consistent information? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the Contract Type and template appropriate for the services performed? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the JDE vendor name and number accurate? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the Company have a Bellevue Business License? If not, date Tax Office was notified? NA |
| <input type="checkbox"/> | <input checked="" 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. NA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is this an amendment or renewal? If so, are the original contract #'s and values indicated? NA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the Selection Method been explained in Additional Comments? Are results attached? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached? NO |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the contractor meet requirements of the Independent Contractor Threshold question? Y |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is Attachment "A" (Scope of Work and/or Services) attached? Y |
| <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 checked="" type="checkbox"/> | If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"? NA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the Contractor have an open account with the Washington State Department of Revenue? NA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are the Contractor's worker's compensation premiums current? NA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing? NA |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the Vendor on the Federal Debarred Suspended List? NO US GOVT |

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?