Cooperative Agreement Between King County And Redmond Washington

Concerning the Improvement of McRedmond Regional Water Quality Facility and Luke McRedmond Landing Park

THIS AGREEMENT, made and entered into this 24 day of 5, 2007, between the King County Washington, acting through the King County Department of Natural Resources and Parks, hereinafter called the "COUNTY," and the City of Redmond, Washington, hereinafter called CITY."

WHEREAS, CITY is a duly organized city existing under RCW Chapter 35A and has powers necessary to construct water quality facilities and make trail improvements; and,

WHEREAS, CITY has undertaken to construct the McRedmond Regional Water Quality Facility; and,

WHEREAS, as part of this project the City will widen to twelve (12) feet and resurface a portion of the County's Sammamish River Trail adjacent to the City of Redmond's Luke McRedmond Landing Park as further defined in Schedule C – Sammamish River Trail, Project 07-SD-13 / 101118; and,

WHEREAS, COUNTY has issued Special Use Permit S-5-07 (Attachment A) authorizing the proposed work to be performed; and,

WHEREAS, widening the Sammamish River Trail to twelve (12) feet and resurfacing the trail will be a benefit to the COUNTY; and,

WHEREAS, the COUNTY's 2007 budget contains \$40,000 to pay COUNTY's share of the agreed upon trail improvements, under project number 07-SD-13 / 101118; and

WHEREAS, the CITY, using a competitive public works bidding process, advertised the project for construction on April 18 and 25, 2007, opened bids from four contractors on May 3, 2007, and approved award of the contract to the lowest responsible bidder, and entered into a construction contract with Wilder Construction Company of Everett (Contractor), Washington on May 15, 2007; and,

WHEREAS, the approved construction contract includes bid "Schedule C" (Attachment B) for widening the King County Sammamish River Trail with a total of Schedule C bid items equal to \$33,944.13; and

WHEREAS, the City's public works construction process requires City inspection of the constructed improvements.

NOW, THEREFORE, in consideration of the terms, conditions, and performances contained herein, or attached hereto and incorporated and made part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I. GENERAL

- 1. <u>CITY Responsibilities.</u> CITY will provide the following:
 - a) Widen the COUNTY's Sammamish River Trail to twelve (12') feet and resurface the trail as part of the overall scope of Project 07-SD-13 / 101118, designated "Schedule C" in the construction contract...
 - b) Administer the construction contract, perform necessary tests and inspect the contractor's work for consistency with contract specifications and COUNTY's requirements.
 - c) Pay Contractor for all work performed in accord with CITY's contract under "Schedule C".
 - d) Prepare and submit documentation to support invoices for reimbursement of expenses by Contractor, including
 - Billing Invoice
 - Copy of Contractor's Pay Request with bid items supporting billing invoice
 - e) Invoice COUNTY for reimbursement of costs relating to the trail improvements (Schedule C), up to a maximum limit of \$40,000.
- 2. <u>COUNTY's Responsibilities.</u> COUNTY will provide the following:
 - a) Provide to the CITY, without charge, permission to construct facilities on COUNTY's trail right-of-way as described on Attachment A to this AGREEMENT.
 - b) Inspection of CITY's trail improvements to ensure that the construction within the COUNTY's right of way is done according to COUNTY's requirements. Inspection by the County does not relieve the City from responsibility.
 - c) Accept facilities constructed on COUNTY trail right-of-way for the COUNTY's maintenance and operation.
 - d) Accept any and all responsibility for the improvements, once constructed, relating to design and construction of the improvements, pursuant to and consistent with the remaining terms and conditions of this AGREEMENT.
 - e) Reimbursement of CITY for COUNTY's share of the cost of the trail crossing (Schedule C), up to \$40,000.

II. COMPLIANCE WITH LAWS

CITY shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed, including, but not limited to, applicable public works and procurement laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

III. TERMINATION OF AGREEMENT

- 3.1 <u>Termination For Convenience</u>. Either Party may terminate this AGREEMENT at any time upon sixty (60) days written notice. COUNTY shall reimburse the CITY for all costs payable under this AGREEMENT up to the effective date of termination which were incurred prior to termination and all non-cancelable obligations, not exceeding \$40,000.
- 3.2 Termination for Default. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this AGREEMENT, or if either party violates any of these terms and conditions, the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this AGREEMENT may be terminated immediately by written notice of the aggrieved party to the other. In the event of termination by default, the defaulting party shall be obligated to compensate the other party for all contract close-out costs and the portion of work which has been satisfactorily rendered to the date of termination as determined by the non defaulting party. If a notice of termination for default has been issued and it is later determined for any reason that the responsible party was not in default, then the termination shall be deemed to be a Termination for Convenience. Termination under these subsections 3.1 and 3.2 of the AGREEMENT does not relieve COUNTY's obligation to pay appropriate charges incurred prior to termination.
- 3.3 <u>Lack of County Council Appropriation</u>. Any King County obligations under this Agreement beyond 2007 are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of 2007.

IV. LEGAL RELATIONS

No City Liens. The CITY acknowledges and agrees that it has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of the County in the fee interest in the County's trail right-of-way or the improvements thereto, or to charge fees for any claim in favor of any person or entity dealing with the County, including those who may furnish materials or perform labor for any construction, operation, repairs, or maintenance. If any such liens are filed, the County may, without waiving its rights and remedies for breach, and without releasing the CITY from its obligations under this Agreement, require the CITY to post security in form and amount reasonably satisfactory to the County or to cause such liens to be released by any means the County deems proper, including payment upon satisfaction of the claim giving rise to the lien. The CITY will pay to the County upon demand any sum paid by the County to remove the liens.

Further, the City agrees that it will save and hold the County harmless from any and all loss, costs, or expenses based on or arising out of the asserted claims or liens, against this Agreement or against the right, title and interest of the County in the County's trail right-

of-way or its improvements or under the terms of this Agreement, including reasonable attorney's fees and costs incurred by the County to remove such liens, and in enforcing this paragraph. The CITY covenants and agrees that, from and after the effective date of this Agreement, it will not during suffer or permit any liens to attach to, upon or against the County's trail right-of-way or improvements thereto, or any portion thereof for any reason, including, without limitation, liens arising out of the possession, use, occupancy, acquisition, maintenance, operation, repair, or rebuilding of the County's trail right-of-way or improvements thereto or by reason of furnishing of labor, services, materials, or equipment to the CITY, the trail right-of-way, or improvements thereto. The CITY acknowledges and agrees that its obligations under this section 4.1 will survive the expiration or earlier termination of this Agreement.

Records, Inspections, and Audits. The CITY will keep such full and detailed accounts as 4.2. may be necessary for proper financial management under this Agreement. The County may. at its sole discretion, from time to time whether before or after construction of the trail crossing or termination of this Agreement inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to the CITY or any contractor or relating to the trail crossing, or to elect to have an audit conducted to verify crossing-related costs through the date of the inspection, or both. Such books, records and other materials shall be made available for inspection by the County during regular business hours within a reasonable time of the request. If the County elects to conduct such an audit, it will give notice to the CITY, and such audit will be conducted as soon as is reasonably feasible thereafter, but County payments to the CITY (if any) will not be delayed pending the outcome of the audit. Such audit will be conducted by an auditor selected by the County, and the County will, except as provided herein, pay the cost of such audit. The CITY agrees to cooperate with the auditor and to make available for examination at its principal office all of its books, records, correspondence and other documents deemed necessary to conduct the audit by the auditor. If the audit reveals a variation equal to five percent (5%) or more of the trail crossing project cost, then the CITY will pay the cost of the audit, not to exceed \$10,000.

The CITY will preserve all records for a period of six years after the County's final payment under this Agreement; provided, however, that if any time prior to the expiration of seven years after such final payment, the CITY proposes to dispose of any documents materially related to the design, development, or construction of the trail crossing, then the CITY will deliver the same to the County for disposition by the County.

The County may enter at all times enter the CITY's work site to inspect the trail crossing; or to post notices of the CITY's noncompliance with the terms and conditions of this Agreement. Any person or persons who may have an interest in the purposes of the County's visit may accompany the County.

The CITY acknowledges and agrees that its obligations under this section 4.2 will survive the expiration or earlier termination of this Agreement.

- 4.3 Taxes. The CITY agrees to pay on a current basis all taxes or assessments levied on its activities and property; PROVIDED, however, that nothing contained herein will modify the CITY's right to contest any such tax, and the CITY will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.
- 4.4 <u>Permits and Licenses.</u> The CITY will obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals required for the activities contemplated under this Agreement.
- 4.5 Risk of Loss. All of the CITY's personal property of any kind or description whatsoever, or that of its contractors, on the trail right of way shall be at the CITY's sole risk, and the County will not be liable for any damage done to, or loss of, such personal property.
- 4.6 <u>Environmental Concerns.</u> "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

The CITY shall not, without first obtaining King County's written approval, apply, store, deposit, transport, release or dispose of any hazardous substances, petroleum products, sewage, medicinal, bacteriological, or toxic materials, or pollutants, on the County's trail right-of-way. All approved application, storage, deposit, transportation, release and disposal shall be done safely and in compliance with applicable laws.

Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the CITY might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the trail right-of-way by the County. The CITY may not, however, assert such a claim to the extent that the CITY creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the CITY performing construction activities on the trail right-of-way, changing the configuration of the trail right-of-way, or changing the use of the right-of-way.

If the CITY discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

4.7 <u>Entire Agreement</u>. This Agreement and any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between King County and the CITY. There are no terms, obligations, allowances, covenants, or conditions other than those contained herein.

V. INSURANCE

5.1. <u>Liability Insurance Requirements</u>. The CITY shall procure and maintain the insurance coverage specified in Section 15.j of the Special Use Permit S-5-07 (Attachment A), which section is incorporated by this reference as if fully set forth herein.

VI. Hold Harmless/Indemnification.

- 6.1 The City shall fulfill the duties imposed on it pursuant to Section 2, Indemnity and Hold Harmless, of Special Use Permit S-5-07 (Attachment A), which section is incorporated by this reference as if fully set forth herein.
- 6.2 Acceptance of improvements by the County at the end of construction shall release the City from any and all future responsibility or liability arising from the improvements related to design, construction, operations, and maintenance of the improvements, and the County agrees to indemnify, defend, and hold the City harmless from any and all such liability for injuries to persons or damage to property, including injuries to County employees, provided that the City shall exercise its responsibility to enforce any warranties granted to the City for improvements constructed by Contractor on behalf of the County.
- Nothing in this Section 6 shall operate or be deemed to operate to negate the City's 1-year warranty to ensure no settling, which warranty is provided to the County by the City pursuant to section 15.h of Special Use Permit S-5-07 (Attachment A).

VII. DISPUTES

7.1 The Parties agree to use their best efforts to resolve disputes and other matters arising out of the construction work or the ongoing administration of this Agreement. If a dispute arises, then (i) within ten (10) business days of a written request by either Party, CITY's Public Works Director and COUNTY's designated representative shall meet and resolve the issue; if these Parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to the City Manager and from Director of the King County Department of Natural Resources and Parks; if these Parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for mediation; if mediation does not successfully resolve the dispute, then (iv) either party may file suit in a court of competent jurisdiction.

VIII. GENERAL TERMS AND CONDITIONS

8.1 <u>Police Powers</u>. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the CITY or the COUNTY.

- 8.2 <u>Impossibility</u>. The performance of this Agreement by either party is subject to causes beyond the control of either party making it illegal, impossible or impracticable to hold, reschedule or relocate the intended construction work, including, without limitation: acts of God; war; government regulation or advisory; disasters, fire, accidents or other casualty; strikes or threat of strikes; civil disorder; acts and/or threats of terrorism; curtailment of transportation services or facilities; cost or availability of power; or similar causes. Either party may terminate or suspend its obligations under this Agreement if such obligations are prevented by any event such as those set forth above to the extent such events are beyond the reasonable control of the party whose performance is prevented.
- 8.3 No Waiver. Neither the waiver by either party to this Agreement of any breach of any covenant, condition, or provision thereof, nor the failure of either party to seek redress for violation of, nor failure of either party to insist upon strict performance of, any such covenant, condition, or provision, shall be considered to be a waiver of any such covenant, condition, or provision or of any subsequent breach thereof.
- 8.4 <u>Washington Law Controlling; Where Actions Brought</u>. This Agreement is made under and governed by the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement shall be brought in King County Superior Court, King County, Washington.
- 8.5 <u>Section Headings</u>. The section headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this Agreement or the particular sections to which they refer.
- 8.6 No Partnership. Nothing contained herein shall make, or be deemed to make, the COUNTY and the CITY a partner of one another; and this Agreement shall not be construed as creating a partnership or joint venture.
- 8.7 <u>Singular and Plural</u>. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.
- 8.8 No Third Party Beneficiaries. This Agreement shall create no right, duty, or cause of action in any person or entity not a party to it.
- 8.9 <u>Attachment List</u>. The following is a list of the items that must be included in the Attachments provided by both parties and will become part of this Agreement:

Attachment A: King County Special Use Permit S-5-07

Attachment B: Excerpt from Construction Contract between City of Redmond And Wilder

Construction Company (Schedule C)

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CITY OF REDMOND	KING COUNTY DEPARTMENT OF
	NATURAL RESOURCES AND PARKS
By XDSMaus Dus	By: Oun Ch
Mayor	Director
Title: 7/17/07	Title: 7/24/07
Date:	Date:
APPROVED AS TO FORM	APPROVED AS TO FORM
In 2h	Asser a Mune
City Attorney	Deputy Prosecuting Attorney
JAMES G. HANEY	7-23-07
Date: 7/17/07	Date:

RM Review - 6-18-07

PAO Review - 6-8-07

Attachment A

Special Use Permit S-5-07

KING COUNTY
Department of Construction and Facilities Management
Property Services Division
500 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104 (206) 296-7456 FAX 296-0196

SPECIAL USE PERMIT Use of County Owned Property

\$1:71

PERMIT NUMBER: S-E	-07 FILE	NO.	DATE: 01/19)/2007	
PERMITTEE:	 				
CITY OF REDMOND - S P.O.BOX 97010 MS:2 REDMOND, WA 98052-		н			
DAY PHONE: 425-556	5-2891	OTHER/FAX	PHONE: 425-556-	-2820F	
PURPOSE: TO REROUTE AN EXIST	TING STORMWA	TER PIPE.			
LEGAL, DESCRIPTION		wp Rge A 25 05	Account No.	Kroll Page 524E	
PIN 112505-90 WITHIN THE BOUNDAR! PARK JUST SOUTH OF	ES OF THE A	BOVE REFERE	ENCED PARCEL AT		OND
EXPIRATION: This pe			d for more than ay of April		
	oires on the	19th da		2012.	0.00
and exp	s 8	19th da	ay of April	2012. \$	0.00
and exp	s 8	19th da 5.00 IN	y of April NSPECTION FEE:	2012. \$	
PERMIT FEE: ADMINISTRATIVE FEE:	\$ 8	19th da 5.00 IN 0.00 PI 0.00 OT	Ay of April USPECTION FEE: LAN REVIEW FEE:	2012. \$ \$ \$	0.00
and expended and e	\$ 8 \$ \$ \$ \$	19th da 5.00 IN 0.00 P1 0.00 OT 0.00 IN LVERSON	Ay of April ISPECTION FEE: LAN REVIEW FEE: THER FEE: ISURANCE AMOUNT	\$ \$ \$ \$ \$ \$ AT: 206-263-7005	0.00
and exp PERMIT FEE: ADMINISTRATIVE FEE: LAND USE FEE: BOND AMOUNT: Permittee MUST not:	\$ 8 \$ \$ \$ \$ \$ PRIOR TO BEG	19th da	Ay of April ISPECTION FEE: LAN REVIEW FEE: THER FEE: ISURANCE AMOUNT X & IMMEDIATELY	\$ \$ \$ \$ \$ \$ 1,000,00	0.00
PERMIT FEE: ADMINISTRATIVE FEE: LAND USE FEE: BOND AMOUNT: Permittee MUST not: AT LEAST 72 HOURS I	\$ 8 \$ \$ \$ \$ \$ FRIOR TO BEG	19th da 5.00 IN 0.00 PI 0.00 OI 0.00 IN LVERSON INNING WORK	Ay of April INSPECTION FEE: LAN REVIEW FEE: INSURANCE AMOUNT K & IMMEDIATELY The use of the abounce of the	\$ \$ \$ \$ \$ \$ 1,000,00	0.00
PERMIT FEE: ADMINISTRATIVE FEE: LAND USE FEE: BOND AMOUNT: Permittee MUST not: AT LEAST 72 HOURS I	\$ 8 \$ \$ \$ \$ \$ Ify NICK HAPRIOR TO BEG	19th da 5.00 IN 0.00 PI 0.00 OT 0.00 IN LVERSON INNING WORK horizes the	April INSPECTION FEE: LAN REVIEW FEE: THER FEE: INSURANCE AMOUNT IN A IMMEDIATELY The use of the about the abo	\$ \$ \$ 1,000,000 AT: 206-263-7005 UPON COMPLETION.	0.00
PERMIT FEE: ADMINISTRATIVE FEE: LAND USE FEE: BOND AMOUNT: Permittee MUST not: AT LEAST 72 HOURS I	\$ 8 \$ \$ \$ \$ \$ Ify NICK HAPRIOR TO BEG	19th da 5.00 IN 0.00 PI 0.00 OT 0.00 IN LVERSON INNING WORK horizes the	April INSPECTION FEE: LAN REVIEW FEE: INSURANCE AMOUNT K & IMMEDIATELY E use of the about Date Date Date Lerms and conditions	\$ \$ \$ 1,000,000 AT: 206-263-7005 UPON COMPLETION.	0.00

TERMS AND CONDITIONS

- 1. PERMIT REVOCATION: This Permit is revocable at any time by King County. The right to revoke is expressly reserved to King County.
- 2. INDEMNITY AND HOLD HARMLESS. The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this Permit. The Permittee's obligation under this section shall include: a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties. b) The duty to promptly accept tender of defense and provide defense to the County at the Permittee's own expense. c) Indemnification of claims made by the Permittee's own employees or agents. d) Waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee.

In the event it is determined that RCW 4.24.115 applies to this agreement, the Permittee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Permittee's negligence. Permittee agrees to defend, indemnify, and hold harmless the County for claims by Permittee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

- 3. <u>ANTI-DISCRIMINATION</u>: In all hiring or employment made possible or resulting from this Permit, 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. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Permit on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part of the Permit by the County, and may result in ineligibility for further County permits.
- 4. <u>NON-EXCLUSIVE RIGHT</u>: This Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other permits to other public or private entities, nor shall it prevent the County from using any public place for any and all public use or affect its jurisdiction over any part of them.
- 5. <u>ASSESSMENTS</u>: Permittee shall be required to pay any general or special assessments incurred by King County which are directly attributable to or arising from any actions, occupancy, or usage authorized herein.
- 6. <u>TERMINATION</u>: The Permittee may terminate the Permit by written notice to the Manager of Real Estate Services Section. Upon revocation, termination, or abandonment, the Permittee shall remove at his expense all facilities placed on said property by the Permittee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the County. If the Permittee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, expiration, or abandonment, the County may accomplish all of the necessary work and charge all of the costs to the Permittee.
- 7. <u>RESTORATION.</u> After completion of work authorized by this Pormit, the Permittee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to King County. If the Permittee delays the restoration beyond expiration of the Permit, the County may accomplish all the necessary work and charge all the costs to the Permittee.
- 8. <u>REPAIRING DAMAGE BY PERMITTEE</u>: In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this Permit. Permittee will repair said damage at its sole cost and expense. 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 County agent. If the County determines it is necessary, the County may accomplish the work and charge all the costs to the Permittee.
- 9. <u>ABATEMENT OF UNSAFE CONDITIONS</u>: The County representative may at any time, do, order, or have done all work considered necessary to restore to a safe condition any area described in Permit left by the Permittee in a condition dangerous to life or property. The Permittee shall pay, upon demand, to the County all costs of such work, materials, etc. Nothing in this section shall relieve the Permittee of duties under Terms and Conditions No. 2 above.
- 10. RIGHTS RESERVED TO COUNTY CONFORMANCE AND PAYMENT OF COST REQUIRED: The County reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving, repairing or altering the property. The Permittee, upon written notice, will at his own cost and expense remove, repair, relocate, change or reconstruct such installations to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.
- 11. <u>NOTICE</u>: Permittee agrees to obtain information from other utility operators regarding the location and current status of their installations before starting work. Property owners adjoining, or in proximity to, the project as described herein shall be notified by Permittee when such property is exposed to the possibility of injury or damage through performance of work on the project authorized by this Permit. Permittee shall make all advance arrangements necessary to protect such property or utility from injury or damage.
- 12 OTHER APPLICABLE LAWS: Issuance of this Permit dose not in any way rolleve the Permittee from complying with any other applicable laws in performing the work subject to this Permit.
- 13. <u>RE-ENTRY</u>: After completion of work authorized by this Permit, if the Permittee desires to re-enter upon the property described herein for any reconstruction, notice shall be provided in advance to King County together with the plans and specifications for the work proposed, and shall not be permitted without the County's consent.
- 14. <u>TITLE</u>: This Permit grants only the right to use King County's interest in the herein described property, and the granting of this Permit is not a warranty that good title to any specific property is vested in King County.
- 15. SPECIAL TERMS AND CONDITIONS: (SEE ATTACHED SHEET(S)

RECEIVED

MAR 19 2007

CITY OF REDMOND SPECIAL USE PERMIT S-5-07

CITY OF REDMOND ACCOUNTS PAYABLE

15. SPECIAL TERMS AND CONDITIONS:

- a. The Permittee will restrict all uses of the corridor to the construction project as described in the 01-12-2007 pre application questionnaire and site plans.
- b. The Permittee will be responsible to secure and provide proof of all other necessary permits before work begins.
- c. Permittee shall submit for review and King County, Parks and Recreation Division, must approve final design plans prior to beginning work.
- d. Permittee must meet King County standards for trail replacement and connection

installation:

- a) Paved width of trail is 12 feet.
- b) All cuts and connections must be perpendicular to the existing trail. All cuts must be a minimum of 4' wide.
- c) Compact fill to 95%.
- d) 4" 5/8 minus crushed rock base
- e) 2" Class B hot mix asphalt patch
- f) Sealed edges
- g) No discernible rise or dip when compared to matching surface
- h) I year warranty to ensure no settling.
- e. The Permittee shall not make any additional improvements or alterations to Parks Division property that are not specifically addressed in this permit.
- f. All trail development associated with the project shall meet ADA accessibility standards.
- g. The Permittee will be responsible to repair and/or restore any subsurface utilities damaged as a result of the existing uses, improvements or alterations.
- h. If at any time the project creates a condition which could pose a danger to park users, the permittee will be responsible for posting temporary signage, using barricades or taking other appropriate measures deemed appropriate by Parks to facilitate continued safe use of the trail. Intermittent interruptions in trail use of no more than 30 minutes will be allowed. If closure of the trail for more than 30 minutes is necessary, a satisfactory detour route must be established to safely direct trail users around the project. Location of detour routes must be coordinated with Robert Foxworthy, Regional Trails Coordinator, (206) 263-6206. Public notice of construction and detour specifics including signage and media notice shall be completed 30 days prior to beginning on site work.
- i. King County reserves the right to set additional terms as unforeseen conditions may warrant.

CITY OF REDMOND SPECIAL USE PERMIT S-5-07

RECEIVED

MAR 19 2007

CITY OF REDMOND ACCOUNTS PAYABLE

15j. INSURANCE:

By the date of issuance of this permit, the permittee shall procure and maintain, for the duration of this permit, insurance or coverage against claims for injuries to persons or damages to property which may arise from and in connection with the rights and privileges granted by this permit and/or the performance of work hereunder by the permittee, his agents, representatives, employees and/or subcontractors.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverages: The cost of such insurance shall be paid by the permittee. Each insurance policy shall be written on an "Occurrence Form."

1. Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

General Liability:

Insurance Services Office form number CG 0001 (Ed. 11-88) covering <u>COMMERCIAL GENERAL</u> <u>LIABILITY</u>. The permittee shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

<u>AUTOMOBILE LIABILITY:</u> Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. Limits shall be no less than \$1,000,000. Combined Single Limit Bodily Injury and Property Damage.

WORKERS COMPENSATION: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington;

EMPLOYERS LIABILITY or "Stop-Gap": The protection by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy. Limits shall be no less than \$1,000,000.

2. Deductibles and Self-Insured Retentions

The deductible and/or self-insured retention of the policies shall not limit or apply to the permittee's liability to the County and shall be the sole responsibility of the permittee.

RECEIVED

MAR 19 2007

CITY OF REDMOND ACCOUNTS PAYABLE

١.

vid

ù

15j. INSURANCE CONTINUED:

3. Other Insurance Provisions

The insurance policies required in this permit are to contain, or be endorsed to contain the following provisions

- a. All Liability policies except Workers Compensation:
 - 1. The County, its officers, officials, employees and agents are to be covered as insured as respects liability arising out of activities performed by or on behalf of the permittee in connection with this permit.
 - 2. Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents should not contribute with the permittee's insurance or benefit the permittee in any way.
 - 3. The permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- b. All Policies:

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this special use permit, unless forty-five (45) days prior notice, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

5. Verification of Coverage

The permittee shall furnish the King County Real Property Division with certificates of insurance and endorsements required by this permit. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Municipal or State Agency Provision

If the Permittee is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

Attachment B

Excerpt from
Construction Contract
between
City of Redmond
And
Wilder Construction Company
(Schedule C)

EXECUTED COPY *1



Specifications and Proposal for

McRedmond Regional Water Quality Facility

Schedule A – Regional Water Quality Facility Schedule B – Park Lawn Drainage Improvements Schedule C – Sammamish River Trail Overlay

Project No. 07-SD-13/101118

Contract Documents, Amendments, Special Provisions, Appendices A through L

April 2007

,5

PROPOSAL SIGNATURE SHEET

PROJEC'	T: McR	edmond Regiona	al Water Quality Facility
PROJEC	ΓNO.:	07-SD-13/10111	8
		5/3/	_, 20_07
		Date	
			declare, under penalty of perjury under the laws of the United ats are true and correct:
1.	either collus	directly or indire	person(s), firm, association or corporation has (have) not, ectly, entered into any agreement, participated in any e taken any action in restraint of free competitive bidding in roject for which this proposal is submitted.
2.			gnature page of this proposal, I am deemed to have signed provisions of this declaration.
Wilde	r Cons	truction Compa	iny.
		Bidder	•
Bv:		11108	
ъу		Authorized O	fficial
Ronal	d D. E	gge	
		Printe	\overline{d}
Chief	Estim	ator	
		Title	
Address	152	25 E. Marine Vi	iew Drive
	Eve	erett, WA 9820	01
Receipt o	f Adde	nda numbered	,,is hereby acknowledged.
Note:	(1)	If the bidder is transacted.	a co-partnership, so state, giving firm name under which business is
	(2)	If the bidder is	a corporation, this proposal must be executed by its duly authorized

Schedule C – Sammamish River Trail Overlay

Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
		PREPARATION				
100	2-02	Sawcutting	LF	590	200	1,180.00
		SURFACING				·
101	4-04	Crushed Surfacing Top Course	TON	20	75.50	1500.00
		HOT MIX ASPHALT	<u> </u>			•
102	5-04	HMA CL. ½ IN. PG 64-22	TON	100	200.00	20,000.00
103	5-04	Path Repair Excavation Incl. Haul	SY	250	13.50	3,250.=
		OTHER ITEMS				
104	2-12	Geotextile for Separation	SY	60	4.00	240.00
105	1-04	Minor Change	FA	1	\$ 5,000.00	\$ 5,000.00
					Subtotal	31,170 =
				Sales	Tax @ 8.9%	2774.13
				Total Schedule C		33,944.13

Sales Tax Rule 170 applies to Schedule C