



INTRLOC_00

BELLEVUE SCHOOL DISTRICT

File Location

Vendor Name

BELLEVUE SCHOOL DISTRICT
1/5/2011

Document Type:

Interlocal New

Vendor Name:

BELLEVUE SCHOOL DISTRICT

PO# Location:

INTRLOC-000

Effect Date:

12/6/2010

Term Date:

1/5/2011

CR#:

46979

Related CR#:

Ordinance:

Resolution:

Leg Date:

Vendor #:

71215

Description:

SPECIAL USE AGREEMENT - ACCESS TO CHERRY CREST PARK
GR 1011130-000

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2009
500176854

SPECIAL USE AGREEMENT

Cherry Crest Park

This SPECIAL USE AGREEMENT ("Agreement") is dated ^{Dec.}~~October~~ 06, 2010 ("Effective Date"), and is entered into by and between THE CITY OF BELLEVUE, a Washington municipal corporation (the "City"), and Bellevue School District No. 405 ("BSD").



WHEREAS, BSD desires to enter onto the City's property, as described below, for the purpose of performing a tree survey and drilling test wells to conduct thermal conductivity testing. In addition, third party review of material encountered during drilling will be completed. The purpose of this testing is to determine whether or not the City's property will be conducive for Bellevue School District's installation of a thermal loop heating system to benefit BSD's adjacent elementary school. The City is willing to grant BSD's request to enter onto the City property to conduct the testing, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of mutual benefits, for public use, and covenants contained in this Agreement and Exhibit B - Special Conditions attached hereto, the City and BSD agree as follows:

1. **PREMISES.** The City owns real property described in Exhibit A (the "Premises").
2. **PERMITTED USE; ACCESS.** The City hereby grants BSD permission to enter onto the Premises, subject to the terms and conditions set forth herein, for the limited purposes of performing a tree survey; drilling test wells to conduct thermal conductivity testing, and providing third party review of material encountered during drilling. Work includes tree evaluation, drilling, grouting, mobilization, de-mobilization, piping, pressure testing and purging and installation of a temporary fence and signage around test area. BSD understands and agrees that no further work, use, improvements, or alternations shall be made to the Premises. The City may set additional terms as unforeseen conditions may warrant. BSD shall gain access to the Premises when needed by delivering notice to the City no less than three business days in advance of the requested access. Upon receipt of such notice, the City and BSD shall cooperate to schedule BSD's access. BSD shall not use or store any hazardous materials on the Premises.
3. **NON-EXCLUSIVE ACCESS.** This Agreement shall not be deemed or construed to grant BSD an exclusive right to access or occupy the Premises or any part thereof. Nothing in this Agreement prohibits the City from entering into other agreements with other public or private entities or entering into any other agreements with respect to the Premises. Other than authorizing the access and uses specified herein, this Agreement does not constitute the City's approval for issuance of any permits that may be required for BSD's work as described in Section 7.
4. **TERM.** This Agreement commences on the Effective Date, and expires on or before January 5, 2011, thereafter ("Term"). Thereafter, the Agreement may be extended by mutual written agreement if in the reasonable discretion of the City additional time is required by BSD.

5. **TERMINATION.** This Agreement may be terminated by either party with five (5) business days written notice.
6. **NON-DISTURBANCE; INGRESS/EGRESS.** BSD and its agents and contractors will use reasonable efforts to minimize any disturbance of, or damage to, the Premises during BSD's work under this Agreement. BSD shall not unreasonably disturb any of the City's public uses on the Premises.
7. **PERMITS; COSTS.** BSD shall obtain, at its sole cost, all required permits, including but not limited to any applicable land use permits, for its work. In addition, BSD shall obtain from any contractor, consultant or third party hired to perform work a written waiver of any right to file a lien against the Premises and provide copies to the City.
8. **UTILITY INSPECTION.** BSD shall comply with any code or statute requirements regarding utility locating, and agrees to obtain information regarding the location and current status of other utility installations or property improvements before starting work. Utility operators shall be notified by BSD when such operator's installation is exposed to the possibility of injury or damage by the ingress/egress through the Premises authorized by this Agreement. BSD shall make all advance arrangements necessary to protect such utility installation from injury or damage.
9. **PHYSICAL CONDITION OF THE PROPERTY.** The City has made no, and makes no, representation or warranty whatsoever, express or implied, verbal or written, with respect to the physical condition of the Premises. BSD acknowledges that: a) BSD is freely entering into this Agreement and that BSD does so on the basis of its own investigation of the physical condition of the Premises; and b) BSD is using the Premises in an "AS-IS and WHERE-IS" condition, with all faults and defects, latent and otherwise, and shall assume the risks that adverse physical conditions may not have been revealed by its investigation. The City shall not be held responsible to provide replacement premises in the event the Premises is destroyed partially or completely.
10. **RESTORATION.** BSD will return the City's property to equal or better than its original condition, or to a condition satisfactory to the City by repairing any damage done to the Premises, including but not limited to: slopes, shrubbery, landscaping, fencing, roadway, irrigation, sub-surface drainage, or structures.
11. **REPAIR OF DAMAGE.** In the event that damage of any kind is caused by BSD during the course of this Agreement, BSD shall immediately notify the City of such damage. After receiving the City's approval of any proposed repairs, BSD will repair said damage at its sole expense. Such repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the City. If the City determines it is necessary, the City may accomplish the work and charge all repair costs to BSD.
12. **RESPONSIBILITY FOR EQUIPMENT.** BSD shall at all times be responsible for safely securing all tools and equipment. In addition, the City shall not be responsible for the loss, theft or damage of any kind to equipment, tools or other BSD personal property.

13. WAIVER OF LIABILITY. The City makes no guarantees, warranties or representations as to the safety or suitability of the Premises for the uses authorized under this Agreement. The City shall have no liability, whatsoever, including but not limited to special, incidental or consequential damages, for any loss or liabilities resulting from use of the Premises pursuant to this Agreement except for claims of gross negligence or malfeasance on the part of the City. The City's sole obligation and liability otherwise is to allow termination of this Agreement.

14. NO ASSIGNMENT. Neither the Agreement nor any of the rights or obligations of BSD arising under the Agreement may be assigned without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

15. STOP WORK ORDERS. BSD agrees to abide by all terms and conditions of any Stop Work Order or any other order posted by the City. A Stop Work or other order may be posted on the Premises whenever the City deems it has reason to believe a violation of any permits has or is about to occur, or that conditions exist that may constitute a hazard to persons or property. After posting a Stop Work Order, the City will allow work to continue under this Agreement only when the City determines the issues have been resolved.

16. TESTING AND MONITORING RESULTS. BSD agrees to provide to the City, at no cost to the City, copies of all testing and monitoring results and all other information it obtains from its monitoring activities on the Premises.

17. SAFE OPERATIONS. BSD shall at all times conduct its activities on the Premises so as not to endanger City's operations, facilities, and/or public.

18. SPECIAL CONDITIONS. BSD shall at all times conduct its activities on City property so to comply with any and all Special Conditions as outlined in Exhibit "B", attached herein and hereby incorporated.

19. GENERAL PROVISIONS.

A. Indemnity and Hold Harmless. BSD does hereby release, indemnify and promise to defend and save the City harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City in defense thereof, resulting or arising directly or indirectly on account of or out of acts or omissions of the BSD or its servants, agents, employees or contractors in the exercise of the rights granted herein; provided, however, this paragraph does not indemnify the City against liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or to the extent resulting from the gross negligence or malfeasance of the City or the City's agents or employees.

B. Insurance. BSD shall maintain insurance that is sufficient to protect City's business against all applicable risks, as set forth in Exhibit C attached hereto. BSD shall cause the City to be named as additional insured on the policy required under this Agreement and shall cause its insurance to be primary to any insurance carried by the City. BSD shall provide the City with an insurance certificate evidencing coverage at the time this Agreement is executed by both parties. BSD will be liable for all loss or damage, other than ordinary wear and tear, to the

City's property in BSD's possession or control that is caused by BSD. In the event of any such loss or damage, BSD will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

- C. Anti-discrimination. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- D. Title VI Assurances. ^{BSD} KCLS, its successors in interest, and assigns, as part of the consideration hereto, does hereby covenant and agree that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements within the Premises, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that KCLS shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the US Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That, in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the Agreement.

- E. Other Applicable Laws. BSD shall comply with all applicable Federal, State, County and local laws and ordinances. This Agreement does not in any way relieve BSD from complying with any other applicable laws in performing the work subject to this Agreement.

- F. Title. This Agreement grants only the limited right to use part of the City's interest in the Premises. This Agreement is not a warranty that good title to any specific property is vested in the City.

- G. Notices. All notices required under this Agreement shall be deemed sufficient if sent in writing by US Mail or by electronic mail. All notices shall be delivered to the following addresses or to any other or additional addresses as may be specified from time to time by notice to either party. Notices shall be deemed received on the day sent electronically or 3 business days after placed into the US Mail:

To the City:

Lorrie Peterson, Parks Program Manager
Parks & Community Services Department
City of Bellevue
425-452-6885
PO Box 90012
Bellevue, WA 98009-9012

City's property in BSD's possession or control that is caused by BSD. In the event of any such loss or damage, BSD will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

- C. Anti-discrimination. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- D. Title VI Assurances. ^{BSD} KCLS, its successors in interest, and assigns, as part of the consideration hereto, does hereby covenant and agree that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements within the Premises, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that KCLS shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the US Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That, in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the Agreement.
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To the City:

Lorrie Peterson, Parks Program Manager
Parks & Community Services Department
City of Bellevue
425-452-6885
PO Box 90012
Bellevue, WA 98009-9012

To Bellevue School District:

Jack McLeod

Director, Facilities and Information Technology
Bellevue School District
425-456-4501
mcleodja@bsd405.org

And

Kyle McLeod

Bellevue School District
425-456-_____
mcleodk@bsd405.org

The land affected by this Agreement is located within the City of Bellevue, in the County of King, State of Washington.

The Parties signed this Agreement as of the date stated above.

BELLEVUE SCHOOL DISTRICT No. 405

By _____

Printed Name: _____

Title: _____

CITY OF BELLEVUE

By _____

Printed Name: Shelley McVein

Title: Deputy Director

Parks & Community Services Department

Approved as to Form:

By: _____

Assistant City Attorney

Received

DEC - 6 REC'D

Contracting Services

EXHIBIT B

Description of Site Activities & Special Conditions

Well is anticipated to be 300 feet deep with a 1 inch pipe, which is anticipated to go into the permanent ground water table. Any well installation must follow Department of Ecology requirements, which include but are not limited to: once the testing has been completed, the well shall be removed or abandoned in place following Department of Ecology requirements for wells into potable ground water, or other requirements. Any contamination of ground water from the drilling, testing, or abandonment of the well will be the sole and complete responsibility of BSD.

For a minimum of one year following closure of well, BSD will be responsible for all costs associated with any and all repair due to settlement after abandonment of the wells and that any such repair will be completed in a timely manner so as not to develop into a trip or fall hazard.

Access to Cherry Crest Park shall be through the District's parking lot to Cherry Crest Elementary school on the South end of the premises. No access shall be permitted from the East end of the Premises, adjacent to the tennis courts.

No storage of materials, equipment or debris is permitted on the Premises.

Permitted hours are 7:00 a.m. to 5:00 p.m., Monday through Friday for the duration of this Agreement. No access shall be allowed on Saturday or Sunday.

BSD agrees to barricade off that portion of the Premises that may pose a safety hazard to the public during BSD use of Premises.

City shall have the right to patrol and police the Premises during the period of this Agreement. BSD further agrees to permit City inspectors to be present during the period of said Agreement if required by City. Further, City inspector and/or Park Contract Administrator assigned to this Agreement may make changes to this Agreement at his/her discretion.

BSD shall at all times conduct its activities on the Premises so as not to endanger City's operations, facilities, and/or public.

A copy of any and all valid City of Bellevue permits, including, but not limited to this Agreement shall be available at BSD property at all times.

All work shall be pre-scheduled in an effort to avoid closing field to the public during high use soccer season.

Picture of Area to be inserted prior to work commencing.

EXHIBIT C

Insurance Requirements

BSD shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by BSD, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by BSD. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate,
2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto,
4. Workers' Compensation coverage as required by the industrial Insurance Laws of the State of Washington.
5. Pollution Liability coverage with limits of not less than \$1,000,000 per occurrence.

B. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the City

C. Other Provisions

Commercial General Liability and Pollution Liability policies shall be endorsed to:

1. Include the City, its officials, employees and volunteers as additional insured's,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Provide that coverage shall not be canceled except after thirty (30) days written notice has been given to the City.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

BSD shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

BSD shall require subcontractors to provide coverage which complies with the requirements stated herein.

Schools Insurance Association of Washington

CERTIFICATE OF INSURANCE

ISSUE DATE: 08/31/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANFIELD 18106 140TH AVENUE N.E. WOODINVILLE, WA 98072-6874 PHONE (425) 482-6767 FAX (425) 482-2777	COVERAGE PARTICIPANTS GENERAL LIABILITY SIAW/Munich Re SIAW/Torus Specialty Insurance Company AUTOMOBILE LIABILITY SIAW/Munich Re SIAW/Torus Specialty Insurance Company PROPERTY SIAW/Munich Re SIAW/Great American Insurance Company CRIME / PUBLIC EMPLOYEE DISHONESTY SIAW/Munich Re
INSURED Bellevue School District #405 P.O. Box 90010 Bellevue, WA 98009	

COVERAGES
 THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE MOC PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	SIAW101134009	09/01/2010	09/01/2011	GENERAL AGGREGATE	\$31,000,000
				PRODUCT-COMP/OP AGG	\$31,000,000
				PERSONAL & ADV. INJURY	\$25,000,000
				EACH OCCURRENCE	\$25,000,000
				ANNUAL PROGRAM AGGREGATE	\$150,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	SIAW101134009	09/01/2010	09/01/2011	COMBINED SINGLE LIMIT	\$25,000,000
				ANNUAL PROGRAM AGGREGATE	\$150,000,000
(LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS)					
PROPERTY					
	SIAW101134009	09/01/2010	09/01/2011	ALL RISK PER OCC EXCL EQ & FL	\$150,000,000
				EARTHQUAKE PER OCC	EXCLUDED
				FLOOD PER OCC	\$25,000,000
				ANNUAL PROGRAM AGGREGATE	NONE
(PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)					
CRIME/PUBLIC EMPLOYEE DISHONESTY					
	SIAW101134009	09/01/2010	09/01/2011	PER LOSS	\$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Evidence of Insurance. Certificate Holder is named as an additional insured per attached endorsement; subject to the Memorandum of Coverage terms, conditions and exclusions.					

RECD

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE MOC.

CERTIFICATE HOLDER City of Bellevue, Human Services Planning Dept. P.O. Box 90012 Bellevue, WA 98009	AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Mandi R Pratt</div>
--	--

2465942



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 720 Olive Way, Suite 1700 Seattle WA 98101	CONTACT NAME: Vicki Holaday PHONE: (A/C, No, Ext): 206-962-2040 FAX: (A/C, No): 619-699-0960 E-MAIL: vholaday@alliantinsurance.com ADDRESS: vholaday@alliantinsurance.com PRODUCER CUSTOMER ID #: BE089080
INSURED Bellevue School District #405 12111 NE First Street PO Box 90010 Bellevue 98005	INSURER(S) AFFORDING COVERAGE INSURER A: American Safety NAIC #: 25433 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 153823872

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractor's Pollution Liability \$2,500 Deductible	Y		CPL027484-10-01	11/30/2010	11/30/2011	Each Loss 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Bellevue, its officials, employees and volunteers are included as additional insureds as their interest may appear, as per Cherry Crest Park Special Use Agreement. This insurance shall be primary as respects any insurance or self-insurance maintained by the City.

CERTIFICATE HOLDER

CANCELLATION

City of Bellevue Parks Program Manager PO Box 90012 Bellevue WA 98009-9012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CR# _____ Date: _____ GR# & Loc: 101130-000

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

RUSH

Contract Routing Form

Current Contract Information:

Contract Title:

Special Use Agreement

Contract Description:

Temporary access to Cherry Crest Park to evaluate site for uses for School District.

Total Contract Value:

This Amendment Value: N/A

Department: Parks - 587

Contract Manager: Lorrie Peterson

Contract Type: Other

Contract Form:

Custom contract document

Budget Expenditure:

No Budget Impact (Explain in Additional Comments)

Maximo User: No

Vendor Information:

Is this a new vendor? No

Vendor Name: Bellevue School District

JDE Vendor Number: 71215

Is this vendor an independent contractor? Yes

Tax ID #:

COB License #: na

UBI #:

Contractor's License #: na

Contract Terms: Dec 2010

Original Effective Date: 10/21/2010 **End Date:** 01/05/2011

Subject To: No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? No

Route:

Contracting Services:

Information Technology:

Legal:

Insurance Reviewed By:

Department Director:

Contracting Services:

Return To:

City Clerk's Office:

Received

9:30 am
DEC 3 REC'D

Out

12/03/10

Contracting Services

12/3/10

12/3/10

12/6/10

12/6/10

Received

12/29/10

Lorrie Peterson

[Handwritten signature]

GR #101130-000

Selection Method:

Selection Method: Interlocal/MOU

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

Additional Comments:

Received

DEC - 3 REC'D

Contracting Services

} Lorie getting
signatures &
initials from
BSD, Legal & Shelley
CKelly
4:25 pm

Received

DEC - 7 REC'D

Contracting Services

} to Lorie
for initials that
were missed. CKelly

CONTRACT REVIEW CRITERIA GR #1011130-000

Contract Title: Special Use Agreement

Vendor Name: Bellevue School District

Dept. Contracting Services

- ☐ ☐ a) Does the Contract Routing/Approval Form and Contract have consistent information?
- ☐ ☐ b) Is the Contract Type and template appropriate for the services performed?
- ☐ ☐ c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- ☐ ☐ d) Is the JDE vendor name and number accurate?
- ☐ ☐ e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____.
- ☐ ☐ f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- ☐ ☐ g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- ☐ ☐ h) Has the Selection Method been explained in Additional Comments? Are results attached?
- ☐ ☐ i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- ☐ ☐ j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- ☐ ☐ k) Is Attachment "A" (Scope of Work and/or Services) attached?
- ☐ ☐ l) Is Attachment "B" (Insurance Requirements) attached?
- ☐ ☐ m) Are any additional riders required? If so, which one's? _____.
- ☐ ☐ n) Does Insurer have a Best rating of A- or better?
- ☐ ☐ o) Is the Contractor identified as the Insured?
- ☐ ☐ p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- ☐ ☐ q) Are the policy expiration date(s) on the Certificate of Insurance current?
- ☐ ☐ r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- ☐ ☐ s) Is the City listed as the Certificate Holder?
- ☐ ☐ t) Does the cancellation wording provide the City with 30 days notice?
- ☐ ☐ u) Is the Certificate signed?
- ☐ ☐ v) 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?
- ☐ ☐ w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"?
- ☐ ☐ x) Does the Contractor have an open account with the Washington State Department of Revenue?
- ☐ ☐ y) Are the Contractor's worker's compensation premiums current?
- ☐ ☐ z) Is the Contractor on the Federal Debarred Suspended List?
- ☐ ☐ aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

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?