



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19365

Proposed No. 2021-0400.2

Sponsors Balducci

1 AN ORDINANCE authorizing the King County executive
2 to sign an agreement between King County, a political
3 subdivision of the state of Washington, and Eastrail
4 Partners, a nonprofit, community-based organization for the
5 funding, design and construction of the nonmotorized
6 recreational 520 Connector to Eastrail.

7 **STATEMENT OF FACTS:**

- 8 1. King County has determined that connecting the Eastrail to the 520
9 trail via the 520 Connector has a significant and unique regional public
10 recreation value.
- 11 2. The 520 Connector will be built on a portion of Eastrail owned by King
12 County.
- 13 3. K.C.C. 4.56.150.E. authorizes the department of natural resources and
14 parks to enter into agreements for the use of county land by nonprofit
15 organizations that provide a service to the public or to make improvements
16 to the land.
- 17 4. Eastrail Partners is a nonprofit, community-based organization in good
18 standing, that is dedicated to bringing together the governments,
19 businesses, nonprofit organizations and diverse communities of Lake

Ordinance 19365

20 Washington's eastside to make the vision for the completed Eastrail a
21 reality and improve equity through access.

22 5. Eastrail Partners has raised \$2,000,000 from private donors for the
23 design and construction of the 520 Connector.

24 6. King County has agreed to provide Eastrail Partners a capital grant in
25 the amount of \$500,000 to be used as the contingency for the design and
26 construction of the 520 Connector.

27 7. Eastrail Partners will design and construct the 520 Connector, and after
28 completion the King County parks and recreation division of the
29 department of natural resources and parks will own, operate and maintain
30 these improvements for the general public.

31 8. King County and Eastrail Partners have negotiated their respective
32 rights, roles and responsibilities regarding the 520 Connector project in the
33 agreement, Attachment A to this ordinance.

34 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

35 SECTION 1. The King County executive is hereby authorized to enter into an
36 agreement between King County and Eastrail Partners, substantially in the form of

Ordinance 19365

- 37 Attachment A to this ordinance, for the funding, design and construction of the 520
38 Connector of the Eastrail.

Ordinance 19365 was introduced on 10/19/2021 and passed by the Metropolitan King County Council on 12/7/2021, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

Claudia Balducci

7E1C273CE9994B6...

Claudia Balducci, Chair

ATTEST:

DocuSigned by:

Melani Pedroza

8DE1BB375AD3422...

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of 12/15/2021, ____.

DocuSigned by:

Dow Constantine

4FBCAB8196AE4C6...

Dow Constantine, County Executive

Attachments: A. Agreement for Design and Construction between King County Department of Natural Resources and Parks, Parks and Recreation Division and Eastrail Partners for Construction of 520 Connector to Eastrail, dated November 29, 2021

**AGREEMENT
FOR DESIGN AND CONSTRUCTION**

between

King County Department of Natural Resources and Parks, Parks and Recreation Division

and

Eastrail Partners

for

Construction of 520 Connector

to

Eastrail

THIS AGREEMENT (hereinafter "Agreement") is made and entered into by and between King County (hereinafter the "County" or "King County"), a home rule charter county and political subdivision of the state of Washington and Eastrail Partners, a non-profit, community-based organization in good standing (hereinafter "EP") (singularly a "Party" and collectively, the "Parties").

RECITALS

- A. King County, along with other municipalities, owns and/or operates Eastrail, a 42-mile regional trail serving the residents of King County;
- B. EP is dedicated to bringing together the governments, businesses, nonprofits, and diverse communities of Lake Washington's Eastside to make the vision for the completed Eastrail a reality and improve equity through access;
- C. King County has determined that connecting Eastrail to the 520 Trail via the 520 Connector (hereinafter "Connector"), has a significant and unique regional public recreation value;
- D. The Connector will be built on a portion of Eastrail owned by King County;
- E. King County Code 4.56.150(E) authorizes the County to enter into agreements for the use of County land by non-profit organizations that provide a service to the public or to make improvements to the land. In this case EP intends to do both;
- F. EP has raised \$2,000,000 from private donors for the construction of the Connector;
- G. King County has agreed to provide a \$500,000 capital grant to EP towards the construction of the Connector; under the terms set forth in this Agreement.

THEREFORE, in consideration of the mutual promises and commitments herein contained, the Parties do hereby agree as follows:

- 1) TRAIL. The Trail is the Eastrail, a 42-mile regional trail jointly owned and operated by King County and multiple other municipalities.
- 2) SITE. The Site is the location and all designated footprints necessary to construct the Connector (Exhibit A). The site is generally located on the north side of the Northrup Way overcrossing of the Eastrail and extends to the south side of the I-405 overcrossing of the Eastrail. In accordance with the final design, some portions of the Connector and/or construction area or staging area may extend to parcels, easements, and other property interests not owned or controlled by King County. Additional permissions may be required, in which case Section 15-G shall govern.
- 3) CONNECTOR. Connector means the 520 Connector to be constructed by EP as depicted in the Site Map and Conceptual Design (Exhibit A).
- 4) REPRESENTATIVES. All communications, notices, coordination, and other tenets of this Agreement shall be managed by:

County Liaison is:

Curt Warber
Capital Project Manager
King County Department of Natural Resources and Parks, Parks Division
201 South Jackson St, Suite 500
Seattle, WA 98104-3855
Phone: (206) 263-9645
Email: curt.warber@kingcounty.gov

EP Liaison is:

Katherine Hollis
Executive Director
Eastrail Partners
12011 Bel-Red Road NE
Suite 100
Bellevue, WA 98005
Phone: (425) 679-9595
Email: katherine@eastrailpartners.org

- 5) EFFECTIVE DATE: This Agreement shall be effective upon signature by both Parties (hereinafter “Effective Date”).
- 6) TERM. The term (hereinafter “Term”) of this Agreement shall be 3 years from the Effective Date. This Agreement shall remain in effect until such time as it is modified or amended in writing or terminated as provided herein. King County and EP agree that

final acceptance of the Connector by King County as provided by Section 11 shall trigger the mutually agreed upon termination of this Agreement.

- 7) **STEWARDSHIP.** EP must be a good steward of the Trail and Site. All approved construction activities and use shall be considerate to the greatest extent possible of the environmental, capital, and programmatic value of the Trail and Site. All construction, maintenance, and other modifications shall be coordinated with and approved by the County and shall strictly adhere to all applicable environmental laws and regulations at all times.
- 8) **CONDITION OF SITE.** Subject to the limitations in Section 24, EP agrees to accept the Site in AS IS condition without any obligation on the part of the County to make any changes, improvements, or to incur any expenses whatsoever to prepare, repair, or alter the Site to facilitate EP's construction of the Connector.
- 9) **PROPERTY RIGHTS AND RIGHT TO BUILD.** It is acknowledged and understood by EP and the County that portions of the Site may exist on parcels or right of ways that are owned by other jurisdictions or entities. EP and the County will coordinate with all other jurisdictions and ownership interests to obtain permissions and necessary control of the Site during construction. Both Parties understand and agree that if the Parties do not obtain necessary permission allowing for construction, operation, and maintenance of the Connector, the Parties are relieved of all obligations to construct, operate, or maintain the Connector. King County will defend any claims challenging the County's right to build the Project and will indemnify EP for any costs or liability incurred by EP arising out of claims that the Project impaired third party property rights.
- 10) **RAILBANKING SITE.** The Parties understand, acknowledge, and agree that the Eastrail corridor is part of an interstate freight rail corridor that has been "railbanked" subject to interim trail use under the National Trails System Act, also known as the Rails-to-Trails Act (16 U.S.C. §1247(d) and 49 C.F.R. §1152.29). As a result of the Eastrail corridor's railbanked status, interstate freight rail service may be reactivated over the corridor, which in turn may result in the demolition, destruction, removal, or relocation of any improvements associated with construction of the Connector that EP may make to the corridor. EP understands, acknowledges, and agrees that if interstate freight rail service is reactivated, then King County may be required to demolish, remove, or relocate the improvements associated with the construction of the Connector. EP also agrees that construction and design of the Connector should comply with the railbanking obligations imposed through Section 8(d) of the National Trail Systems Act (16 U.S.C. §1247(d) and 49 C.F.R. §1152.29).
- 11) **CAPITAL IMPROVEMENT GRANT.** EP shall receive a capital grant in the amount of \$500,000 to be used as the contingency for the design and construction of the Connector per the agreed upon scope (Exhibit A Site Map and Project Scope). Grant funds shall be disbursed in accordance with Project Milestones and Grant Disbursal (Exhibit B). Documentation for all grant expenses must be provided to the County.

- 12) **PROJECT COSTS.** Project Costs include all costs incurred by EP related to the design and construction of the Connector under this Agreement, EP's insurance-related costs for the procurement of required insurance under Section 25, and a 10 percent administrative charge payable to EP for managing the design, development, and construction of the Project. EP shall receive no compensation for the time and expertise contributed to the Project by EP Board members and their companies.
- 13) **METROPOLITAN KING COUNTY COUNCIL APPROPRIATION CONTINGENCY.** The County's performance under this Agreement beyond the current appropriation is contingent on the future appropriation by the Metropolitan King County Council of sufficient funds to carry out the County's obligations under this Agreement.
- 14) **PROJECT BUDGET.** The Project Budget is \$2.5 million, comprised of \$2.0 million in private financial contributions to EP and \$500,000 from the Capital Improvement Grant referenced in Section 11. EP will not be responsible for any Project Costs that exceed the Project Budget. Under no circumstances will EP be required to meet Project Costs from EP resources other than the dedicated funds described above. EP shall preserve adequate Project Budget to maintain sufficient insurance coverage, as required under Section 25, for the duration of the Project. If final Project Costs exceed funding available the Division shall work with EP to determine options which may include reducing the scope of the Project, providing additional King County funding per Section 13, cancelling the project, or other options agreeable to the Parties. It is also acknowledged that construction timelines may be impacted by the resolution of any funding shortages.
- 15) **DESIGN AND CONSTRUCTION.** EP will supervise the development and construction of the Connector. EP shall design, develop, and construct the mutually agreed upon Connector in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, mitigations, and all other requirements in coordination with the County, including adherence to standards of the American Association of State Highway and Transportation Officials ("AASHTO"), Americans with Disabilities Act ("ADA"), Washington State Department of Transportation ("WSDOT") guidance, and the railbanking obligations imposed through Section 8(d) of the National Trail Systems Act (16 U.S.C. §1247(d) and 49 C.F.R. §1152.29). EP understands, acknowledges, and agrees that it may not undertake or commence any construction activities on the Site until EP has submitted a final Project Cost estimate to the County and the County has issued a Notice To Proceed as provided in Section 15(F).
 - A. **PROJECT MANAGEMENT.** EP and the County agree to adhere to all project management requirements mutually agreed to between EP, the County, and other applicable jurisdictions or parties in accordance with the Project Milestones for Grant Disbursal (Exhibit B) and Project Management Plan (Exhibit C).
 - B. **COORDINATION.** The County agrees to coordinate with EP and all applicable jurisdictions or other parties on the design, permitting, and construction of the

Connector in accordance with the Project Milestones for Grant Disbursal (Exhibit B) and Project Management Plan (Exhibit C).

- C. **PERMITS.** The County shall serve as the permit holder for all major applicable permits including but not limited to clearing and grading permits, critical area permits, building permits or any other permits requiring design review or landowner permissions. The County authorizes EP to serve as an authorized agent of the County for all relevant permit application and issuance processes with all the applicable permitting jurisdictions. EP may further delegate this agency to its general contractor. The County will also coordinate with and provide necessary support to EP and its contractors for any smaller permits or temporary permits required during construction.
- D. **PUBLIC OUTREACH.** EP agrees to coordinate with the County on all public outreach related to the design, permitting, and construction of the Connector. Public outreach includes all print, broadcast, and other traditional media, all social media, websites, blogs, community meetings, surveys, news releases, print mailings, or any other communication with the public, elected officials, staff, and other interested parties about the design, permitting, or construction of the Connector. The County agrees to provide public outreach support when and where available from the County's communication and public outreach resources.
- E. **DESIGN REVIEW.** EP will retain a licensed architect and/or licensed professional engineers, registered in the State of Washington, who will prepare a design for the Connector to be approved by the County. EP is required to timely submit plan sets for review and approval by the County at 30 percent, 60 percent, and 90 percent completion. The plans shall be consistent with the established County design standards and all applicable permitting requirements. The County shall timely review the design plans for the Connector and reserves the right to approve or reject the final design of the Connector. County approval shall be provided in writing. The most current County reviewed, and approved design progress set shall be attached, incorporated herein and shall be considered a part of this Agreement (Exhibit D).
- F. **NOTICE TO PROCEED.** EP shall not begin construction until EP has obtained all relevant permits and other permissions, has submitted to the County a final Project Cost estimate and a final project construction schedule and the County has issued a formal notice to proceed in accordance with Project Milestones for Grant Disbursal (Exhibit B) and Project Management Plan (Exhibit C). Permit appeals if any will be staffed and managed by the County. EP will follow the County's direction on whether to defer or suspend construction during the pendency of a permit appeal.
- G. **EP PERMISSIONS AND POSSESSION DURING CONSTRUCTION.** King County shall coordinate with all landowners, property interest holders, and/or jurisdictions to ensure that EP receives necessary access, control, and use of the

Site during construction of the Connector. It is acknowledged and understood by EP and the County that portions of the Site may exist on parcels or right of ways that are owned by other jurisdictions or entities. It is acknowledged and understood by EP and the County that construction cannot proceed without all necessary control, use, access, and other permissions from landowners and other property interests within the Site, and that if such permissions cannot be obtained the Parties are relieved of their obligations under this Agreement and the Agreement shall terminate.

- H. **CONSTRUCTION DEADLINES.** It is anticipated that EP will complete the development and construction of the Connector in accordance with the final project construction schedule approved by the County as provided in Section 15(F).
- I. **CONSTRUCTION/SITE WORK/FENCING.** EP will require its general contractor to be solely responsible for the site work, required permits, and grading at the Connector and Site. EP will require its general contractor to properly barricade the Site and install signage directing unauthorized persons not to enter onto the Site during any phase of development or construction. Unless otherwise agreed by the Parties in writing, fencing will be placed around work areas within the Site.

In addition, work areas will be kept clean and organized during development periods. EP will require its general contractor to provide site security, traffic, and pedestrian warnings at the Site during the development and construction phases.

- J. **RIGHT TO INSPECT CONSTRUCTION.** County personnel or their agents may inspect the Connector construction Site at any time provided that such persons observe due regard for workplace safety and security. The County may require EP's contractors to stop work immediately if the County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare.

EP specifically understands, acknowledges, and agrees that at a minimum, the County will inspect the Connector construction project and approve in writing work progress at the following milestones:

- i. Completed set of construction plans, drawings, specifications, and related design documents for the Connector construction project:
- ii. Preconstruction meeting with EP and its general contractor when all permits and approvals have been obtained;
- iii. Site preparation complete; and
- iv. Weekly construction meetings.

The County may hire an outside consultant to inspect and approve construction work. If the County does so, then the County will forward the consultant's invoices to EP for payment as a Project Cost. EP hereby agrees to timely pay the consultant's invoices, subject to the limitations in Section 14.

- K. **SUBSTANTIAL COMPLETION.** When EP considers all work associated with the Connector to be substantially complete, EP shall give written notice to the County. The County will promptly inspect the work and, if it does not agree that the work is substantially complete, the County will prepare a list of items to be completed or corrected (hereinafter "Punch List"). EP will require its general contractor to promptly complete or correct all Punch List items at no cost to the County. For purposes of this Agreement, "substantially complete" means that:
- i. EP and the County have full and unrestricted use and benefit of the Connector for the purpose intended;
 - ii. All the systems and parts of the Connector are functional;
 - iii. Only minor incidental work or correction or repair remains to complete all Connector construction requirements; and
 - iv. EP's general contractor and/or subcontractor(s) have provided all occupancy permits and easement releases, to the extent that any are required or applicable.
- L. **PROJECT COMPLETION.** Project Completion signifies that construction is finished in accordance with the construction contract documents. This means that the Punch List has been completed, as certified by the project engineer and the County. In addition, all onsite tasks have been completed and administrative submittals, lien releases, warranties, close-out documentation, manuals, as-builts, etc., have been turned over to the County and verified for completeness.
- M. **FINAL ACCEPTANCE.** Final Acceptance is the County's acceptance of the Connector from EP after the entire work is completed, tested, and inspected in accordance with the construction contract requirements.
- N. **RECORD DOCUMENTS.** EP will require its general contractor to submit record drawings, shop drawings, cut sheets, material certifications, copies of permits, cultural resources clearance, and all project records. The County shall keep record documents in a central location, so they are accessible. Electronic versions of record documents shall be retained by the County.
- O. **WARRANTIES.** With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Connector, EP shall include the following terms in its contract with the general contractor:

- i. If, within an applicable warranty period, any part of the Connector or work performed to construct the Connector is found not to conform to construction contract specifications, permit requirements, or industry standards, the general contractor shall correct it promptly after receipt of written notice from the County to do so.

If the County determines that the general contractor's corrective action is not satisfactory and/or timely performed, then the County may either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party, and invoice the general contractor for the cost to remedy the problem.

A third party beneficiary provision that acknowledges the County's rights to enforce the general contractor's obligations under the construction contract.

EP's general contractor to promptly reimburse the County for all costs, expenses, or damages incurred by the County to correct a problem described in this subsection (i). An invoice is deemed received by the general contractor three (3) days after deposit in the U.S. mail with proper address and postage. Invoices must be paid by the general contractor within thirty (30) days of invoice due date. Any invoice outstanding ninety (90) days is past due and payment must be remitted within ten (10) days or account will be turned over to collections.

- ii. The warranty-related remedies provided in this Section are in addition to any other rights or remedies provided elsewhere in this Agreement or by applicable law. All remedies against EP are subject to the limitations in Section 14 and the applicable insurance coverage set forth in Section 25.

P. **ALTERATION OF SITE OR CONNECTOR AFTER CONSTRUCTION.** After the Connector is completed and accepted by EP and the County, as defined herein, EP will not make any material alteration to the Site or to the Connector, including any changes to the landscaping, without express, written consent by the County. If EP violates this provision, the County shall, after giving EP notice of its violation, afford EP the opportunity to restore the Site or Connector at EP's expense. If EP fails to perform and complete its restoration work in a reasonable time and manner after receiving notice, the County may perform the restoration work, or have the work performed by a third-party, and recover its expenses from EP, subject to the limitations in Section 14 and the applicable insurance coverage set forth in Section 25.

Q. **DEVELOPMENT AND CONSTRUCTION FEES AND EXPENSES.** Subject to the limitations in Section 14, EP will be responsible to obtain and pay for all

necessary permits, fees, and expenses associated with the development and construction of the Connector. All such expenses are Project Costs.

- 16) **PUBLIC WORKS LAWS.** To the extent applicable, EP will require that its general contractor comply with all applicable public works laws, regulations, and ordinances related to prevailing wages pursuant to the Revised Code of Washington (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278).

Without limiting the foregoing, EP will require that before beginning construction of the Connector its general contractor will execute and deliver to the County a performance and payment bond in an amount equal to one hundred percent (100%) of the estimated full value of the contractor's construction contract, on a form acceptable to the County with an approved surety company and in compliance with RCW Ch. 39.08. The County must be named as the beneficiary of the payment and performance bond. The contractor must notify the surety of any changes in the work. Subject to the limitations in Section 14, EP will direct its general contractor to promptly furnish additional bond security to protect the County and persons supplying labor or materials required to construct the Connector if (a) the County has a reasonable objection to any surety; (b) any surety fails to furnish reports on its financial condition pursuant to the County's request; or (c) the estimated cost to complete the construction of the Connector increases beyond the original bond amount.

King County will defend any claims challenging the applicability to the Project of RCW 35.21.278 and will indemnify EP for any costs or liability incurred by EP arising out of claims that the Project is subject to competitive bidding laws.

- 17) **MAINTENANCE BY THE COUNTY.** Upon Final Acceptance King County will maintain the Site and the Connector consistent with existing County maintenance policies for Eastrail. All costs of maintenance and operations activities designated to the County will be the responsibility of the County.
- 18) **NON-DISCRIMINATION.** No person shall be denied or subjected to discrimination in receipt of the benefit of any services, activities, or employment made possible by or resulting from this Agreement on the grounds of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification. EP agrees to comply with KCC chapters 12.16 (discrimination in employment), 12.17 (discrimination in contracting), and 12.18 (fair employment practices), together with any and all other applicable laws regarding nondiscrimination.
- 19) **SIGNS.** No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by EP nor allowed by EP to be exhibited, inscribed painted, or affixed on any part of the Connector without the prior written consent of the County. All new Connector, Site, and/or County signs shall follow the County Sign System Guide and

shall be manufactured and installed by the County, unless EP receives prior written consent of the County to do otherwise. Written consent shall be requested through the County Liaison. If EP violates this provision, the County may remove the sign without any liability and may charge the expense incurred by such removal to the EP. All signs erected or installed pursuant to the County's prior written consent shall also comply with any applicable federal, state, or local statutes, ordinances, or regulations. The County's consent to a sign is no guarantee that the sign complies with such statutes, ordinances, or regulations.

- 20) **ASSIGNMENT.** EP may not assign this Agreement or any interest therein, without the County's prior consent.
- 21) **OWNER.** The County shall retain ownership of the Site and the Connector therein, including all restoration, permanent fixtures, and County-purchased equipment
- 22) **LIENS.** EP agrees, subject to the limitations in Section 14 and the applicable insurance coverage set forth in Section 25, that it will not permit or allow to remain undischarged any lien for labor or materials against the Connector which arises as a result of contracts for services or materials entered into by EP.
- 23) **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** During construction of the Connector, EP and its contractors will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. Subject to the limitations in Section 14, EP specifically agrees to comply and pay all costs associated with achieving such compliance by EP or its contractors, without any notice or requirements from the County, and EP further agrees that the County does not waive this section by giving notice of demand for compliance in any instance. EP require that its general contractor indemnify and defend the County if the County is sued or made the subject of an administrative investigation or hearing for a violation by the general contractor or its subcontractors of such laws related to this Agreement.
- 24) **HAZARDOUS SUBSTANCES.** EP shall not, without first obtaining the County's written approval, release or dispose of any hazardous substances, petroleum products, sewage, medicinal, bacteriological, or toxic materials, or pollutants, on or at the Connector or Site. Nothing in this section shall prohibit EP's contractors from receiving, storing and dispensing motor vehicle and equipment fuel on the Site, as required for construction activities. All approved application, storage, deposit, transportation, release and disposal shall be done safely and in compliance with applicable laws. The County shall be responsible for management of any pre-existing hazardous substances discovered on the Connector site.
- 25) **INSURANCE REQUIREMENTS**
 - A. **EP INSURANCE.** EP shall procure and maintain, as Project Costs, for the duration of this Agreement, the following minimum scope, and limits of insurance. Nothing contained within these insurance requirements shall be

deemed to limit the scope, application, and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained in this provision shall affect and/or alter the application of any other provision contained with this Agreement. EP shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

- i. Commercial General Liability insurance against claims for injuries to persons or damages to property, which may arise from or in connection with EP's operations or use of the Site or Connector. Such insurance shall be as broad as that provided by Commercial General Liability "occurrence" form CG0001, or current edition, and must include coverage for Products – Completed Operations. The insurance limits shall be no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate limit.
 - ii. Automobile Liability: If the use of a vehicle is required, then EP must maintain Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) Combined Single Limit per accident for Bodily Injury and Property Damage Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, Symbol 1 “any auto”; or the appropriate coverage provided by Symbols 2, 7, 8, or 9.
 - iii. Workers Compensation: If EP has employees, Statutory requirements of the State of Residency as well as any similar coverage required for this work by applicable Federal or “other States” State Law.
 - iv. Employer’s Liability or “Stop Gap”: If EP has employees, EP shall maintain coverage in the amount of One Million Dollars (\$1,000,000) each occurrence shall be at least as broad as the protection provided by the Workers Compensation policy Party 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.
- B. **MINIMUM LIMITS OF INSURANCE – CONSTRUCTION PERIOD.** Prior to commencement of construction and until construction is complete and approved by EP and the County, EP shall cause the general contractor and related professionals to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the activities related to this Agreement. EP and the County, its officers, officials, agents, and employees shall be named as additional insured, for full policy limits, on liability policies, except Workers’ Compensation and Professional Liability, any deductibles and/or self-insured retentions shall not limit or apply to EP, its contractor’s and/or subcontractor’s liability to the County and the cost of such insurance and any deductibles shall be paid by EP and/or any of EP’s contractors

and/or subcontractors. EP shall cause its consultants, contractors and/or subcontractors to maintain insurance with limits no less than the following:

- i. Commercial General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.
- ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering Business Auto Coverage, Symbol 1 “any auto”; or the appropriate coverage provided by Symbols 2, 7, 8, or 9.
- iii. Workers’ Compensation: Statutory requirements of the state of residency.
- iv. Employers Liability or “Stop Gap”: \$1,000,000 each occurrence.
- v. Professional Liability, Errors & Omissions: EP must require its professional service providers to maintain Professional Liability, Errors & Omissions insurance in an amount no less than \$1,000,000 per claim and in the aggregate.
- vi. Builder's Risk/Installation Floater: EP, its contractor and/or subcontractor shall procure and maintain during the life of the Agreement, or until acceptance of the project by the County, whichever is longer, “All Risk” Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse and theft. The coverage shall insure for direct physical loss to property of the entire construction project, for 100 percent of the replacement value thereof and include earthquake and flood. The policy shall be endorsed to cover the interests, as they may appear, of the County and include the County as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Agreement and acceptance of the project by the County, EP or its contractor and/or subcontractors shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse EP or

its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Agreement.

- C. **SUBCONTRACTORS.** EP will require its contractor during the Design and Construction Phases to include all subcontractors as insured under its policies, or, alternatively, the contractor may rely on insurance provided by one or more subcontractors to meet the requirements of this section. As evidence of compliance, the contractor will furnish separate certificates and policy endorsements for each such subcontractor corresponding to the insurance that such subcontractor will be providing. Any insurance provided by subcontractors must include the County, its officers, officials, agents and employees and the general contractor as additional insured, for full policy limits on all liability policies, except Professional Liability/Errors & Omissions and Workers' Compensation.
- D. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles and/or self-insured retentions of the policies shall not apply to EP's liability to the County and shall be the sole responsibility of EP or its contractor.
- E. **OTHER INSURANCE PROVISIONS.** The required liability insurance policies in this Agreement are to contain, or be endorsed to contain, the following provisions:
- i. All Liability Policies (except Professional Liability, Errors & Omissions and Workers Compensation):
 - a. Name "The County, its officers, officials, agents and employees" as additional insured, for full coverage and policy limits, with respect to liability arising out of activities performed by or on behalf of EP toward design and construction of the Connector as outlined in this Agreement. Such additional insured status shall include Products-Completed Operations;
 - b. Such coverage shall be primary and non-contributory as respects the County; and
 - c. State that EP's contractor's and subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
 - ii. All Policies: Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County. In the event of said cancellation or intent not to renew, EP shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section by the

cancellation date. Failure to provide proof of insurance could result in suspension of the Agreement.

- iii. Acceptability of Insurers: The insurance provider must be licensed to do business in the State of Washington and have an AM Best's rating of A-VIII or, if not rated with AM Bests, with minimum surpluses the equivalent of AM Bests' surplus size VIII. Professional Liability, Errors & Omissions insurance may be placed with insurers with an AM Bests' rating of B+ VII. Any exception must be approved by the County.
- iv. Verification of Coverage: On or before the date this Agreement is executed, EP shall provide the County with EP's and its contractor's Certificates of Insurance and required policy endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

- 26) INDEMNIFICATION AND HOLD HARMLESS. Except as provided in this section, King County shall have no recourse against EP for costs or damages incurred by the County as a result of EP's errors, omissions or negligence in the development of the Project, beyond the exposure covered by the insurance policies described in Section 25.

EP shall contractually require its contractors and consultants to protect, indemnify, and hold harmless the County, its officers, officials, agents, and employees from and against any and all claims, costs, expenses, and/or losses of whatsoever kind occurring, arising out of or resulting from (1) EP's contractors or consultants failure to pay any such compensation, wages, benefits, or taxes, and/or (2) design, work, services, materials, or supplies performed or provided by the contractor or consultant's employees, agents, subcontractors, or suppliers in connection with or support of the performance of this Agreement.

Subject to the limitations in Section 14, and the insurance coverage described in Section 25, EP agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by EP, its officers, employees, agents, representatives, contractors, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

EP shall contractually require its contractors and consultants to protect, defend, indemnify and hold harmless King County, its elected and appointed officials, officers, employees, and agents from and against liability for any claims (including all demands, suits, and judgments) for damages arising out of injury to persons or damage to property where such injury or damage is caused by, arises out of, or is incident to a contractor or

consultant's work. EP shall contractually require of its contractors and consultants that the obligations under this section shall include, but not be limited to:

- A. The duty to promptly accept tender of defense and provide defense to the County at the contractor's or consultant's own expense;
 - B. Indemnification of claims, including those made by contractor's or consultant's own employees and/or agents;
 - C. In the event it is determined that RCW 4.24.115 applies to this Agreement, EP will require its contractors and consultants to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for the contractors or consultants negligence concurrent with that of King County to the full extent of contractor's or consultant's negligence;
 - D. EP will require its contractors and consultants, by mutual negotiation, to expressly waive, as respects King County only, its statutory immunity under the industrial insurance provisions of Title 51 RCW;
 - E. In the event the County incurs any judgment, award and/or cost arising from this Agreement including reasonable attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from EP's contractors or consultants; and
 - F. EP shall require its contractors and consultants to protect, defend, indemnify, and hold harmless King County, its officers, officials, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the performance or non-performance of the obligations under this Agreement by EP's contractors, subcontractors, or the officers, employees, and/or agents of such contractors, and/or subcontractors in connection with or in support of this Contract.
- 27) **DISPUTE RESOLUTION:** The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 28.A through 24.D shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:
- A. The Representatives/liasons designated in Section 4 of this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to, this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

- B. A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 28.D. The Representatives shall meet within five (5) working days of 639 receiving the written notice and attempt to resolve the dispute.
 - C. In the event the Representatives cannot resolve the dispute or issue, the Director of the County's Department of Natural Resources and Parks and EP's Representative and Board President, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
 - D. In the event the Director of the County's Department of Natural Resources and Parks and EP's Representative and Board President, or their respective designees, cannot resolve the dispute or issue, the County and EP shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.
- 28) **WAIVER OF BREACH.** Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.
- 29) **EXHIBITS.**
- A. Site Map and Project Scope
 - B. Project Milestones for Grant Disbursal
 - C. Project Management Plan
 - D. Current / Updated Design Documents
- 30) **ADDITIONAL TERMS.** The County reserves the right to set additional terms as unforeseen conditions may warrant. The County must submit to EP a written addendum to this contract of the additional terms for EP to approve in writing. EP shall not unreasonably withhold its approval.
- 31) **RIGHT TO INSPECT.** The County at its discretion reserves the right to review and approve the performance of EP with regard to this Agreement. If the County does not approve of the aforementioned performance, it will give EP written notification of unacceptable performance. EP will then agree to take corrective action within a reasonable period of time, as defined by the County in the aforementioned written notification. If EP fails to take corrective action acceptable to the County within a reasonable period of time, the County reserves the right to do the work itself, or through a third-party, and EP shall be responsible for the cost.

- 32) **TERMINATION WITHOUT CAUSE.** The County or EP may terminate this Agreement without cause at any time by providing 30 days written notice to the other party.
- 33) **OTHER TERMINATION.** The performance of this Agreement by either Party is subject to 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, or curtailment of transportation services or facilities, cost or availability of power, or similar causes beyond the control of either Party making it illegal, impossible, or impracticable to hold, reschedule, or relocate the Project as contemplated herein. Either Party may terminate or suspend its obligations under this Agreement if such obligations are prevented by any of the above events to the extent such events are beyond the reasonable control of the Party those reasonable performance is prevented.
- 34) **SURRENDER.** Within 30 days of the time this Agreement's expiration or termination, whichever is earlier, EP, shall, at the request of the County, remove any and all of its portable improvements made at the Site and make such repairs or restoration as may be necessary to put the Connector into as good or better condition that it was at the beginning of the Term. Any non-portable fixtures or improvements shall inure to the benefit of the County and shall remain at the Site.
- 35) **NO EMPLOYMENT RELATIONSHIP.** In providing services under this Agreement, the EP is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. EP shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the EP, its employees, subcontractors and/or others by reason of this Agreement.
- 36) **NO PARTNERSHIP.** Nothing in this Agreement shall make, or be deemed to make, either the County or EP a legal entity partner of the other, and this Agreement shall not be construed as creating a partnership or joint venture.
- 37) **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement shall create any legal right, obligation, or cause of action in any person or entity not a party to it.
- 38) **HEADINGS NOT PART OF AGREEMENT.** The headings in this Agreement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of this Agreement.
- 39) **ENTIRE AGREEMENT.** This Agreement and any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the County and EP. There are no terms, obligations, allowances, covenants, or conditions other than those contained herein.

- 40) JURISDICTION AND VENUE. King County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the venue for any such litigation shall be the King County Superior Court in Seattle, Washington.
- 41) GOVERNING LAW. This Agreement is made under and shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the dates specified below.

Katherine Hollis
Eastrail Partners

Christie True
King County

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

113224016.2 0203995-00001

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757

Exhibit A: Site Map and Project Scope

Exhibit A

CONNECTING



Eastrail

520

CONNECTOR

PROJECT

 King County

PARKS

Your Big Backyard

520 CONNECTOR PROJECT – QUICK FACTS:

WHY DO WE NEED IT?

- **The project connects the Eastrail, the principal north-south bike route on the east side, with the SR 520 trail, the highest volume east-west route.**
- **The Eastrail currently passes under the route of the SR 520 trail, with a grade difference of over 20 vertical feet.**

HOW WILL IT BE BUILT?

- **The only available site for the connector is complex, with wetlands, steep slopes and underground utilities.**
- **To navigate those constraints, the connector will be built as an elevated boardwalk supported by pin piles.**
- **This construction method will minimize environmental impact and be a distinctive structure with opportunities for design enhancement.**
- **In addition to the ramp, the project also includes bike-friendly modifications to the signalized intersection where the ramp meets Northup Way.**

IS THERE SUPPORT FOR THE PROJECT?

- **REI and Facebook have each donated \$1million towards completion of the project. The Eastrail Partners are committed to leading the final design and construction of the project.**
- **The City of Bellevue, NGO's, and the public are all eager to see this completed.**



PARKS
Your Big Backyard

EASTRAIL

**SR 520 TRAIL /
NORTHUP
BIKE FACILITY**

**520
CONNECTOR
PROJECT**

SR 520



Facebook

Eastrail

**520
CONNECTOR
PROJECT**

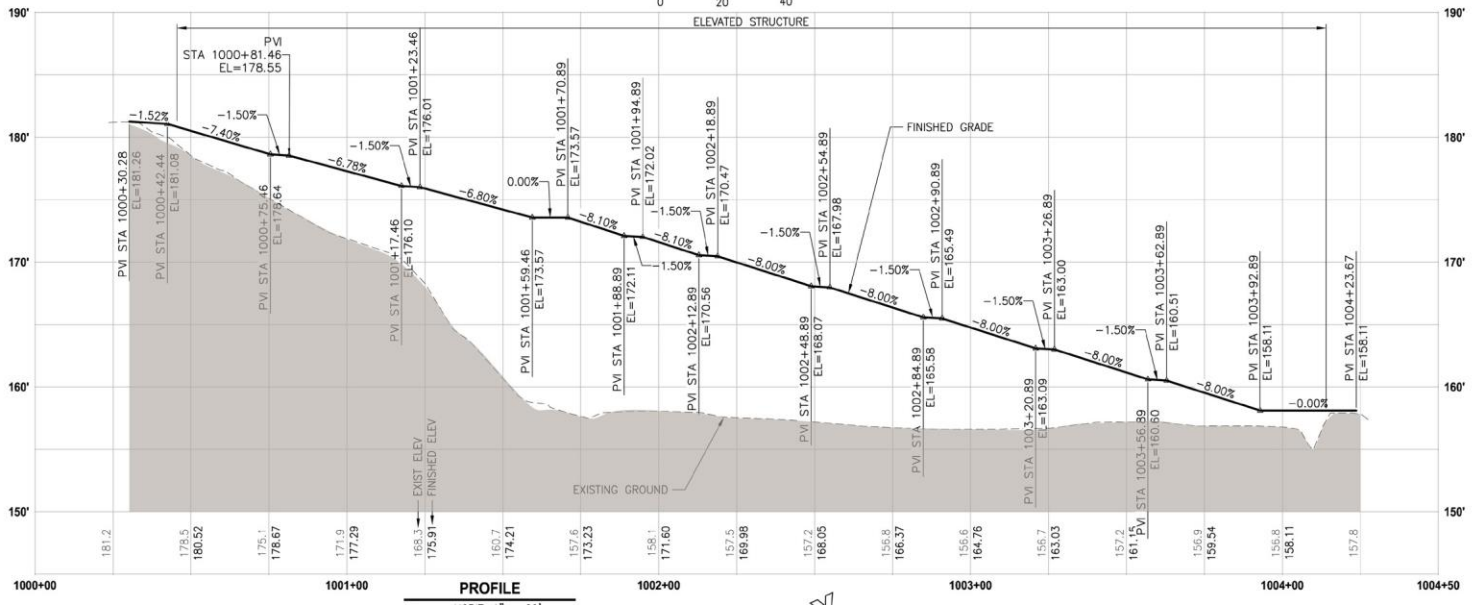
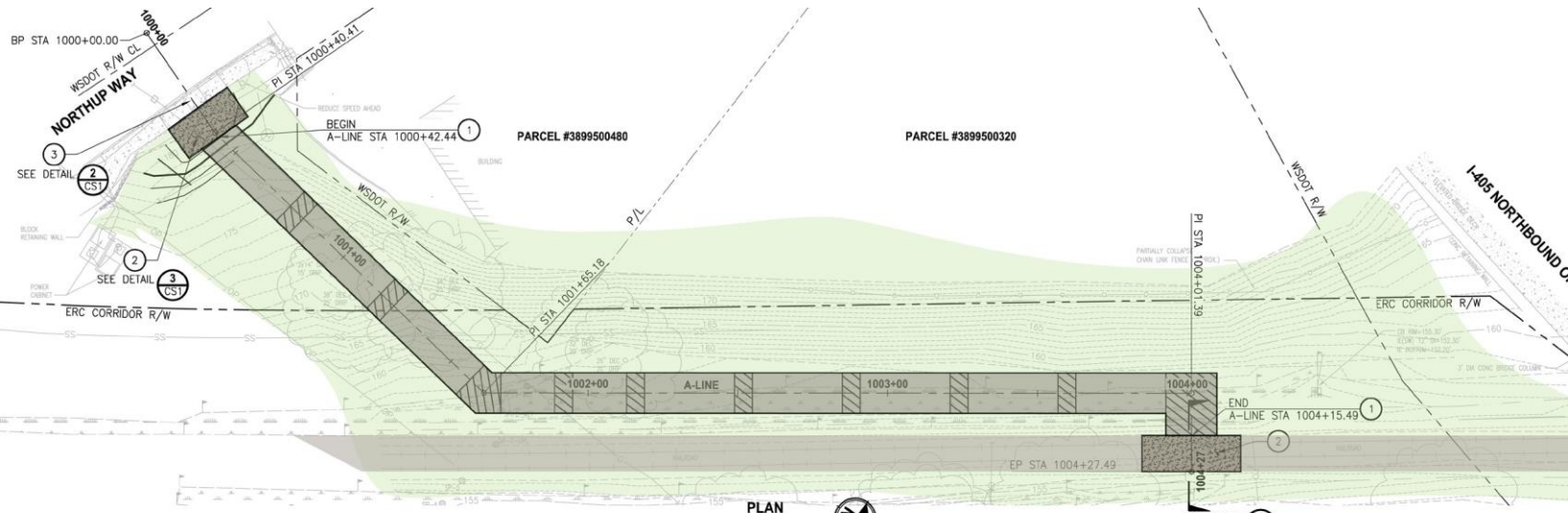
CONTEXT MAP



Eastrail

520
CONNECTOR
PROJECT

SITE PLAN



Eastrail 520 CONNECTOR PROJECT

PRELIMINARY DESIGN

Exhibit B: Project Milestones for Grant Disbursal

Milestones	Grant Amount	Milestone Deliverables	Documentation Requirements Notes:
Gate 1 - Initial Approval		<p>Agreement</p> <p>Health and Safety Plan</p> <p>Site Investigation Plan</p> <p>Design Criteria</p> <p>Project Management Plan (*min. components of plan)</p> <p>*Charter</p> <p>*Budget</p> <p>*Schedule</p> <p>*Risk Analysis/Register</p> <p>*Resource Assignment Matrix (RAM) or RACI chart (or similar)</p> <p>*Stakeholder Communication Plan</p>	<p>Council Approved Agreement</p> <p>Health and safety plan with a section describing COVID protocols for the project.</p> <p>Develop a plan describing proposed site investigations prior to beginning work, including any required coordination with public or private utilities.</p> <p>Establishes parameters for design (ADA, design load, other applicable standards)</p> <p>Identifies Key Deliverables, Core Team, scope exclusions, procurement plan, etc.</p> <p>Showing total Project Costs</p> <p>High level - major task Gantt</p> <p>Table designating at a minimum probability and impact of various risk items</p> <p>Simple matrix identifying key stakeholders and showing roles and responsibilities for milestones and tasks</p> <p>Details Project Communication Approach</p>
Gate 2- Preliminary Design Approval		<p>Updated PMP with all *items from above updated</p> <p>Permit matrix</p> <p>30% Engineer's Estimate</p> <p>30% Design with specifications outline</p> <p>Change Log</p>	<p>Names all anticipated permits, fees and timelines for submittal, review and approval (including KC Parks review)</p> <p>Documents any changes in Scope, schedule or budget from previous milestone.</p>

Ongoing Design Reviews		60% Design Review Meeting 90% Design Review Meeting	Capital and Operations Reviews Capital and Operations Reviews
Gate 3 - Ready to Construct		Updated PMP with all *items from above updated *100% Engineer's Estimate Geotechnical report including foundation design Civil, structural, and electrical engineering plans and specs Revegetation plans and specs including any required mitigation plantings Traffic control plans and specs Change Log Contractor Quals.	Estimate showing 10% contingency at 10% and detailing 500k contribution Plans and specs as required for permit approval and construction Prepared by a traffic control professional as required by City of Bellevue Documents any changes in Scope, schedule or budget from previous milestone. List of vendors with qualifications
Gate 4 - Progress Payment	up to \$500k	Construction Progress Report Change Management Log Updated PMP	

Assumptions:

- Eastrail Partners will schedule and coordinate project updates and collaboration with King County Parks throughout the project on a not less than bi-weekly basis.
- Early opportunities to identify concerns/opportunities will reduce the likelihood of rework or misaligned expectations at major milestones.
- Site investigation plan must be approved by King County prior to use of any equipment on the site or any subsurface investigation
- County can provide acceptable formats or review Eastrail submittals for suitability.
- Permit applications to be first submitted for KC Parks review and comment, prior to formal submittal
- Potential permit list = SEPA, Critical Areas land use permit, Clearing and grading permit including stormwater TIR , Building permit, Right of Way permit
- Coordination with KC parks no less than 72 hrs. in advance for any ground disturbing activities
- KC Parks attend regular site meetings during construction

773 **Exhibit C: Project Management Plan**

774

775 **INFORMAL COORDINATION**

776 Schedule and coordinate informal updates and collaboration with King County Parks throughout the
777 project. Early opportunities to identify concerns/opportunities will reduce the likelihood of rework or
778 misaligned expectations at major milestones.

779

780 **FORMAL MILESTONES/SUBMITTALS**

781

782 **Health and Safety Plan**

- 783 • Brief health and safety plan with a section describing COVID protocols for the project

784

785 **Site Investigation Plan**

- 786 • Develop a short plan describing proposed site investigations prior to beginning work,
787 including any required coordination with private utilities. Site investigation plan must
788 be approved by King County prior to use of any equipment on the site or any subsurface
789 investigation.
- 790 • King County Parks will assist in coordinating with KC wastewater, City of Bellevue, Zayo
791 fiber, Sound Transit, and PSE

792

793 **Preliminary design**

794 Submittal documenting preliminary:

- 795 • Anticipated support type and locations
- 796 • Horizontal and vertical alignment
- 797 • Structure type (anticipate concrete panel design, potentially custom precast or Perma-
798 Trak, could be other options)
- 799 • Frontage improvements
- 800 • Constructability plan
- 801 • Preliminary schedule and estimate

802802

803 **Permit applications**

804 Submit permit applications for KC review and comment. The project is likely to require these City of
805 Bellevue permits:

- 806 • SEPA checklist (note: SEPA was complete for the earlier version of the project; that SEPA
807 determination may still be good if the current version is substantially similar to the
808 original).
- 809 • Critical Areas land use permit
- 810 • Clearing and grading permit including stormwater and Technical Investigation Report
811 (TIR)
- 812 • Building permit
- 813 • Right of Way permit

814814

815 **Final design**

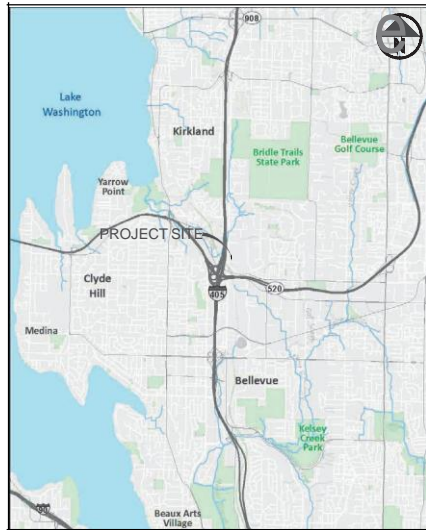
- 816 Submittal documenting final design. Submit final plans and specifications appropriate for bid and ready
817 for professional stamp including:
- 818 • Geotechnical report including foundation design
 - 819 • Civil, structural, and electrical engineering plans and specs
 - 820 • Revegetation plans and specs including any required mitigation plantings
 - 821 • Traffic control plans and specs prepared by a traffic control professional as required by
822 City of Bellevue
 - 823 • Plans and specifications documenting design enhancements including proposed finishes,
824 materials and attachments as necessary.

825

Exhibit D: Current / Updated Design Documents

SEC. 04, T. 21 N., R. 06 E.

EASTSIDE RAIL CORRIDOR NORTHUP WAY CONNECTOR RAMP 30% CONCEPTUAL DESIGN BELLEVUE, WASHINGTON



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

INDEX TO DRAWINGS		
SHT NO.	DWG NO.	SHEET TITLE
1	G1	COVER SHEET
2	CS1	TYPICAL CROSS SECTIONS
3	SP1	SITE PREPARATION AND TESC PLAN
4	SP2	SITE PREPARATION AND TESC PLAN
5	AL1	PLAN AND PROFILE
6	WD1	MISCELLANEOUS DETAILS
7	WP1	MITIGATION PLAN
8	LD1	LANDSCAPE DETAILS
9	PT01	PERMATRAK GENERAL NOTES
10	PT02	PARTIAL BOARDWALK PLAN AND SECTION
11	PT03	PARTIAL BOARDWALK PLAN AND SECTION
12	PT04	PARTIAL BOARDWALK PLAN AND SECTION
13	PT05	PARTIAL BOARDWALK PLAN AND SECTION
14	PT06	DETAILS
15	PT07	INSTALLATION DIAGRAMS

30% REVIEW SUBMITTAL
NOT FOR CONSTRUCTION

DATE	REVISION	BY	DATE
		UEN/ichm	
		8. PURGANAN	
		Y JO	
		APPROVED BY	
		C. WARBER	

ONE INCH AT FULL SCALE,
IF NOT SCALE ACCORDINGLY
FILE NAME
PS16212120-01
JOB NO.
154-1521-212_P01_T200
DATE
OCTOBER 2017

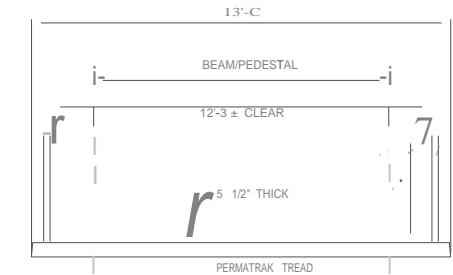


Parametrix ENVIRONMENTAL SCIENTISTS
710 2ND AVENUE, SUITE 2000 | SEATTLE, WA 98104
P 206.394.3700
WWW.PARAMETRIX.COM

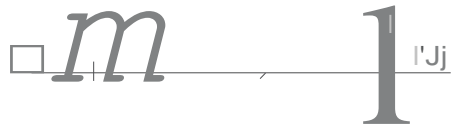
PROJECT NAME
EASTSIDE RAIL CORRIDOR
NORTHUP WAY CONNECTOR RAMP
KING COUNTY PARKS AND RECREATION

COVER SHEET

OF 15
G1

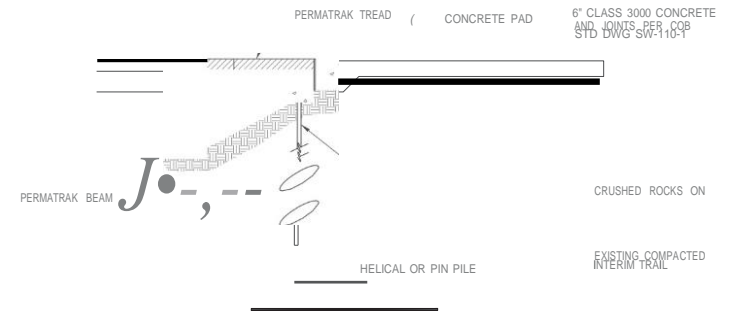


RAILING TBD, TYP

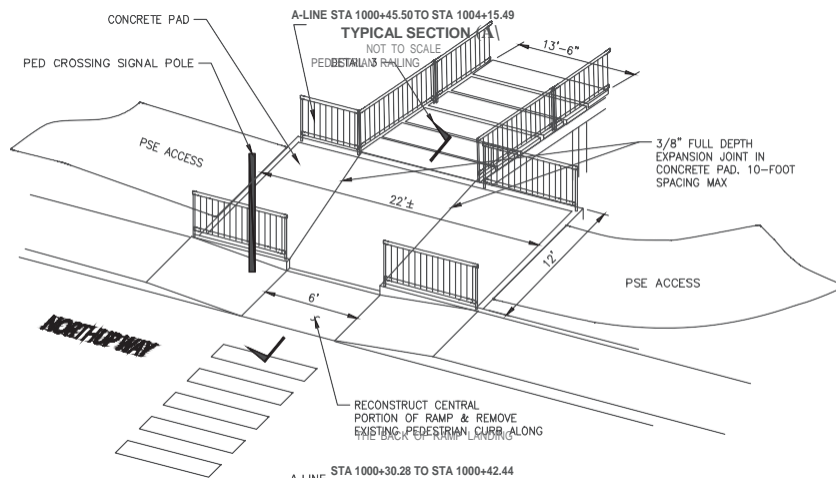


11'x1' PERMATRAK BEAM, TYP

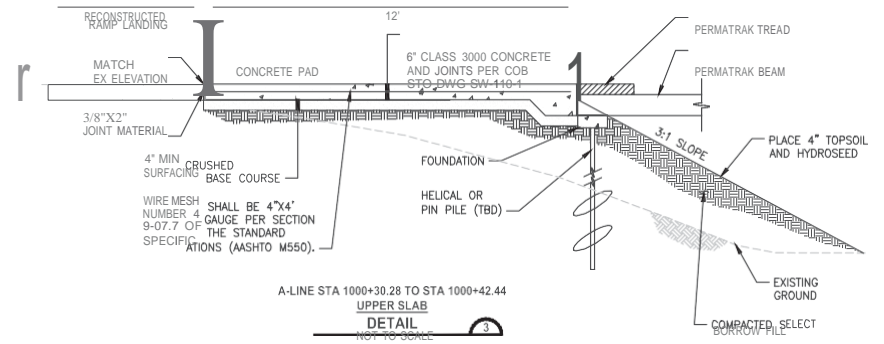
PERMATRAK PEDESTAL CAP, TYP
FOUNDATION TBD, TYP



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LOWER SLAB
DETAIL (1)
NOT TO SCALE



A-LINE STA 1000+30.28 TO STA 1000+42.44
CONCRETE PAD
DETAIL (2)
NOT TO SCALE



A-LINE STA 1000+30.28 TO STA 1000+42.44
UPPER SLAB
DETAIL (3)
NOT TO SCALE

30% REVIEW SUBMITTAL
NOT FOR CONSTRUCTION

REVISIONS	DATE	BY	DESCRIPTION

DESIGNED BY S. PURGANAN
CHECKED BY Y. HO
APPROVED BY C. WARBER

ONE INCH AT FULL SCALE, ELSE NOT SCALE ACCORDINGLY
 PROJECT NAME: EASTSIDE RAIL CORRIDOR NORTHUP WAY CONNECTOR RAMP
 DRAWING NUMBER: CS162121CS-01
 SHEET NUMBER: 54-1521-212 P01 T200
 DATE: OCTOBER 2017

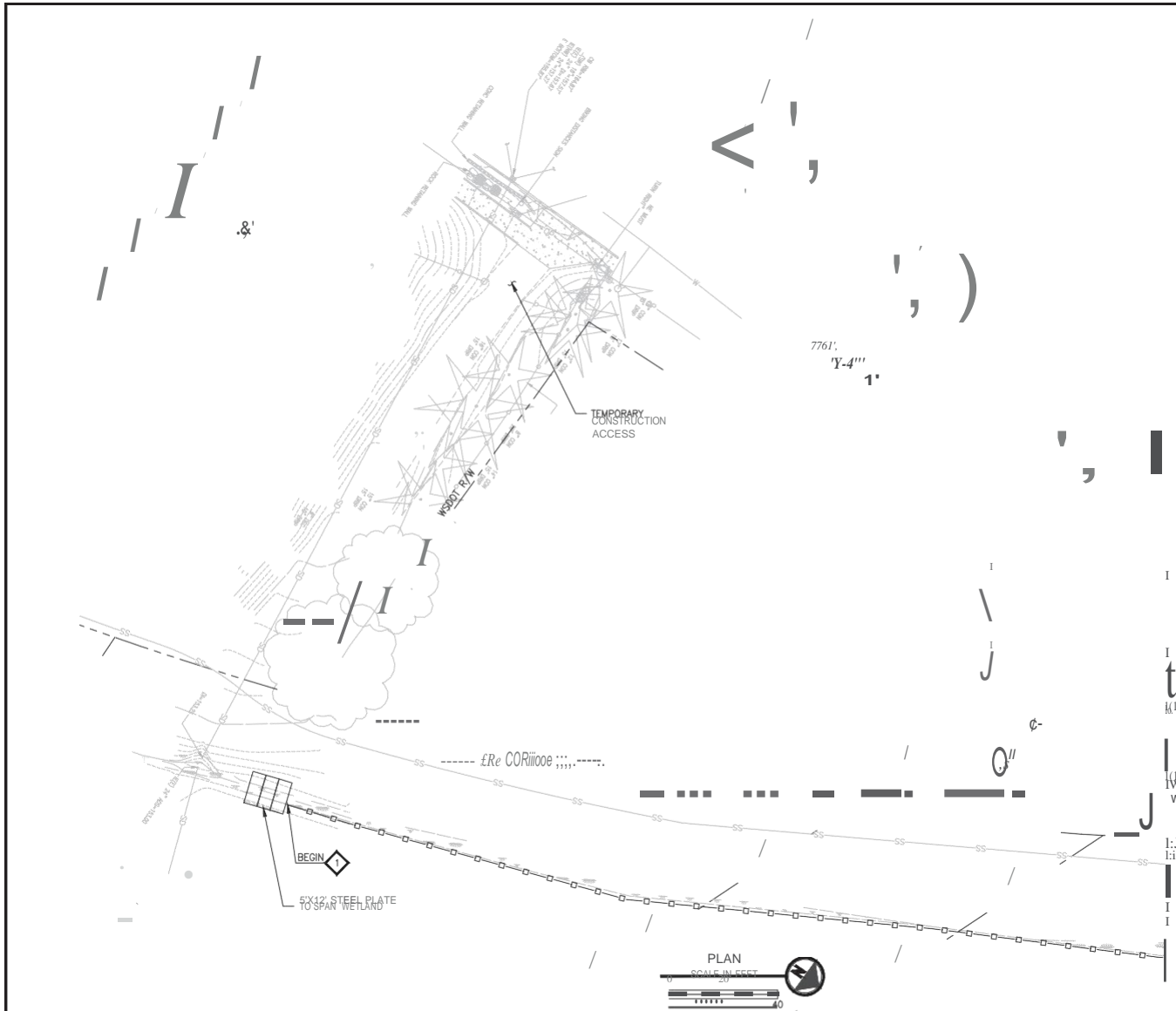


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 P 206.394.3700
 WWW.PARAMETRIX.COM

PROJECT NAME EASTSIDE RAIL CORRIDOR NORTHUP WAY CONNECTOR RAMP KING COUNTY PARKS AND RECREATION
--

TYPICAL CROSS SECTIONS

2 OF 15 CS1



SURVEYOR'S NOTES

1. THIS MAP CORRECTLY REPRESENTS CONDITIONS SURVEYED AND EXISTING AT THE TIME OF THIS SURVEY. ALL EQUIPMENT IS MAINTAINED IN CONFORMANCE WITH WAC 352-130-700.
2. CONVENTIONAL AND GPS SURVEY EQUIPMENT WERE USED IN THE PERFORMANCE OF THIS SURVEY.
3. RIGHT OF WAY AND PROPERTY LINES SHOWN ARE BASED ON THE RECORD OF SURVEY OF THE EAST RAIL CORRIDOR FILED UNDER AUDITOR'S FILE NUMBER 20160314900002, RECORDS OF KING COUNTY, WASHINGTON.
4. UNDERGROUND UTILITY LINES ARE BASED UPON A COMBINATION OF AS-BUILT PLANS, SURFACE FEATURE MEASUREMENTS AND ONSITE UNDERGROUND UTILITY MARKINGS PERFORMED BY OTHERS.
5. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED BUT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.
6. 1-FOOT CONTOUR INTERVAL.

HORIZONTAL DATUM:
HORIZONTAL DATUM FOR THIS SURVEY IS NAO 1983(2011)

VERTICAL DATUM:
VERTICAL DATUM IS NAVD88

SITE PREPARATION NOTES:

- 1 EXISTING UTILITY, POTHOLE TO VERIFY DEPTH.
- 2 EXISTING UTILITY/POLE TO REMAIN, PROTECT IN PLACE.
- 3 RELOCATE GUY WIRE, BY OTHERS.
- 4 TRIM TREES, CLOSE CUT PARALLEL TO THE REMAINING BLOWDOWN STUMPS TO REMOVE FOR BLOWDOWN.
- 5 SAWCUT AT JOINTS. REMOVE EXISTING CONCRETE PEDESTRIAN CURB AND RAMP LANDING PER LIMITS SHOWN ON SHEET CS1.
- 6 60 SANITARY SEWER, APPROXIMATE PER TH 88.1, BELOW EXISTING GROUND.

TESC CONSTRUCTION NOTES:

- A HIGH VISIBILITY SILT FENCE, PER WSDOT STANDARD DETAIL 1-30.17-00.
- STORM DRAIN INLET PROTECTION, PER WSDOT STANDARD DETAIL 1-40.20-00.
- A WATTLES, PER WSDOT STANDARD PLAN 1-30.30-01
- A HIGH VISIBILITY FENCE, PER W. SOOT STANDARD PLAN 1-10.10-01

LEGEND:

- CG-CG- CLEARING AND GRUBBING
- - - - TRIMMING AND MOWING
- HIGH VISIBILITY SILT FENCE
- ~~~~ HIGH VISIBILITY FENCE
- WATTLES REMOVE CONCRETE

30% REVIEW SUBMITTAL
NOT FOR CONSTRUCTION

NO.	REVISIONS	DATE	BY	CHECKED BY
1	ISSUED FOR PERMIT	10/10/17	Y. HO	C. WARBUR

ONE INCH AT FULL SCALE,
40 FT. SCALE ACCORDINGLY

PROJECT NAME: EASTSIDE RAIL CORRIDOR NORTHUP WAY CONNECTOR RAMP

DATE: OCTOBER 2017



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CONSULTING ENGINEERS

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PROJECT NAME
EASTSIDE RAIL CORRIDOR
NORTHUP WAY CONNECTOR RAMP
KING COUNTY PARKS AND RECREATION

**SITE PREPARATION AND
TESC PLAN**

3 OF 15
SP1

SURVEYOR'S NOTES

- THIS MAP CORRECTLY REPRESENTS CONDITIONS AND FEATURES EXISTING AT THE TIME OF THIS SURVEY IN MAY 2017.
- CONVENTIONAL AND GPS SURVEY EQUIPMENT WERE USED IN THE PERFORMANCE OF THIS SURVEY. ALL EQUIPMENT IS MAINTAINED IN CONFORMANCE WITH WAC 332-130-100.
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- 1-FOOT CONTOUR INTERVAL.

HORIZONTAL DATUM:
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VERTICAL DATUM:
VERTICAL DATUM IS NAVD88

SITE PREPARATION NOTES:

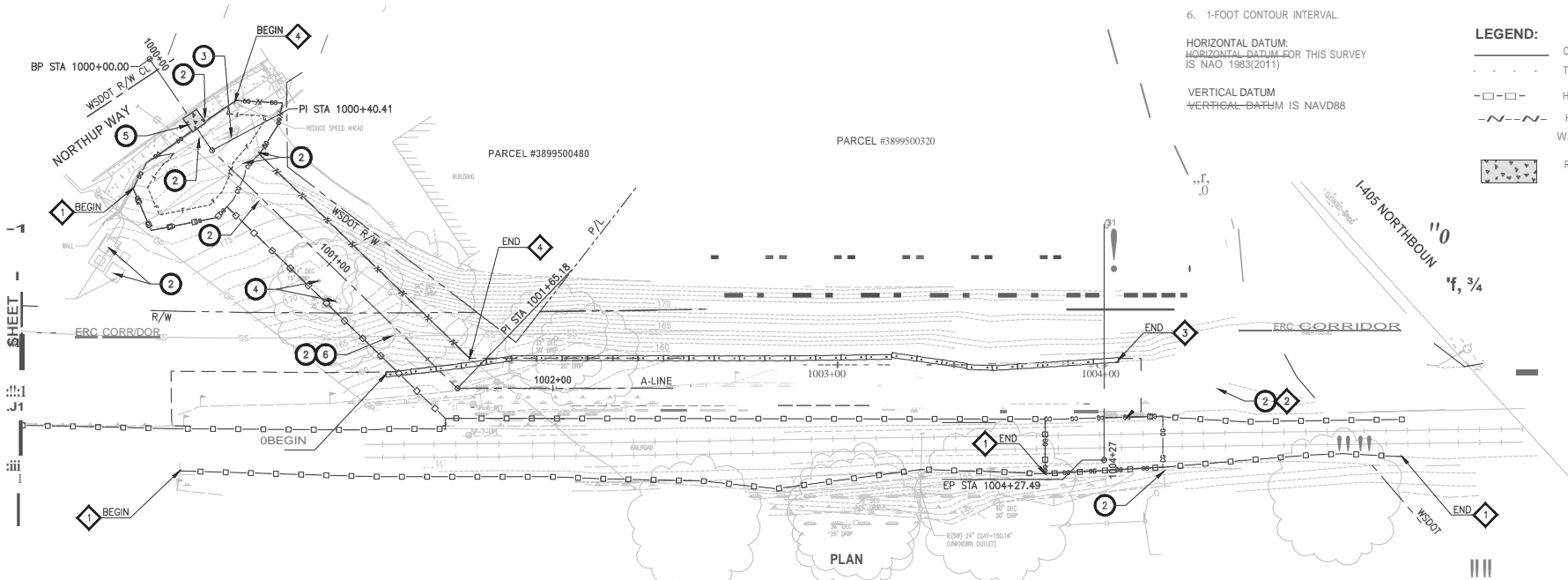
- EXISTING UTILITY, POT HOLE TO VERIFY DEPTH IN PLACE.
- EXISTING UTILITY/POLE TO REMAIN, PROTECT IN PLACE.
- RELOCATE GUY WIRE, BY OTHERS.
- TRIM TREES, CLOSE-CUT PARALLEL TO THE SLOPE OF THE GROUND, ALL STUMPS TO REMAIN FOR SLOPE STABILITY.
- SAWCUT AT JOINTS, REMOVE EXISTING CONCRETE PEDESTRIAN CURB AND RAMP LANDING PER LIMITS SHOWN ON SHEET CS1.
- 60 SANITARY SEWER, APPROXIMATE DEPTH = 18' BELOW EXISTING GROUND, PER AS-BUILT.

TESC CONSTRUCTION NOTES:

- HIGH VISIBILITY SILT FENCE, PER WSDOT STANDARD DETAIL 1-30.17-00.
- STORM DRAIN INLET PROTECTION, PER WSDOT STANDARD DETAIL 1-40.20-00.
- WATTLES, PER WSDOT STANDARD PLAN 1-30.30-01
- HIGH VISIBILITY FENCE, PER WSDOT STANDARD PLAN 1-10.10-01

LEGEND:

- CLEARING AND GRUBBING
- TRIMMING AND MOWING
- HIGH VISIBILITY SILT FENCE
- HIGH VISIBILITY FENCE WATTLES
- REMOVE CONCRETE



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REVISIONS	DATE	BY	CHKD BY

ONE INCH AT FULL SCALE, IF NOT SCALE ACCORDINGLY
PROJECT NAME: EASTSIDE RAIL CORRIDOR NORTHUP WAY CONNECTOR RAMP
JOB NO.: 554-1521-212 P01 T200
DATE: OCTOBER 2017

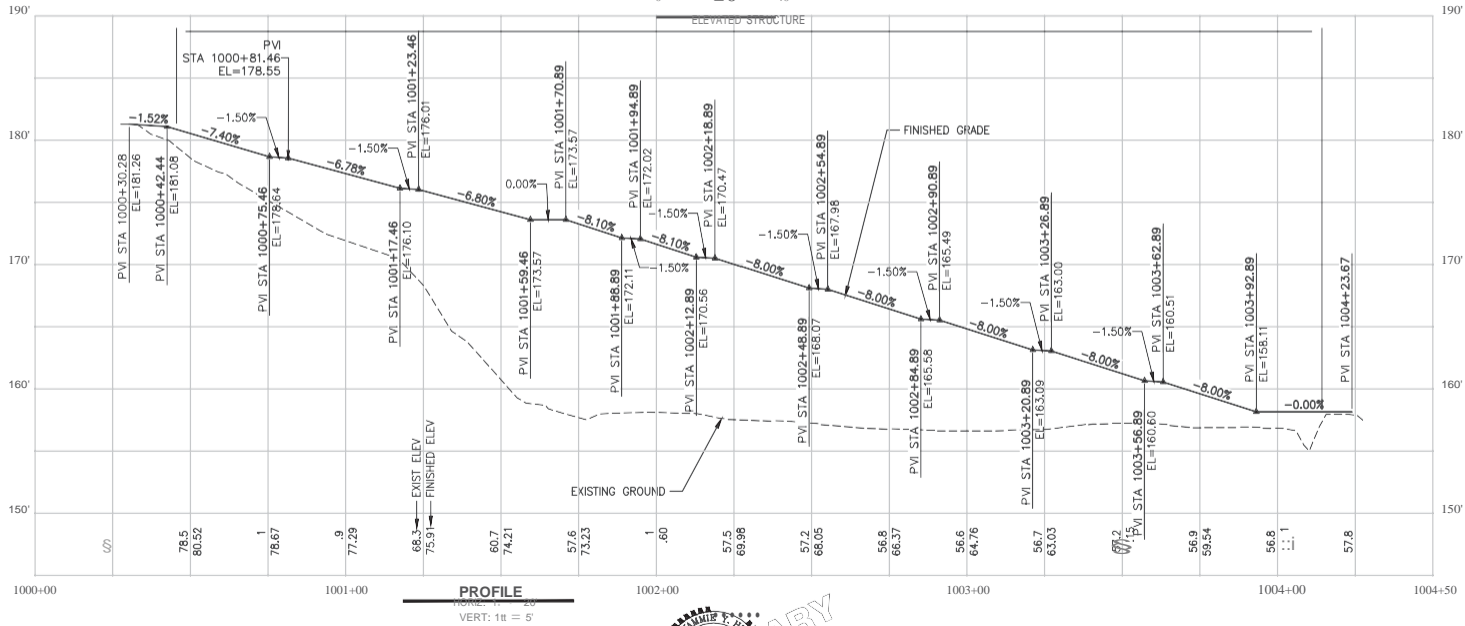
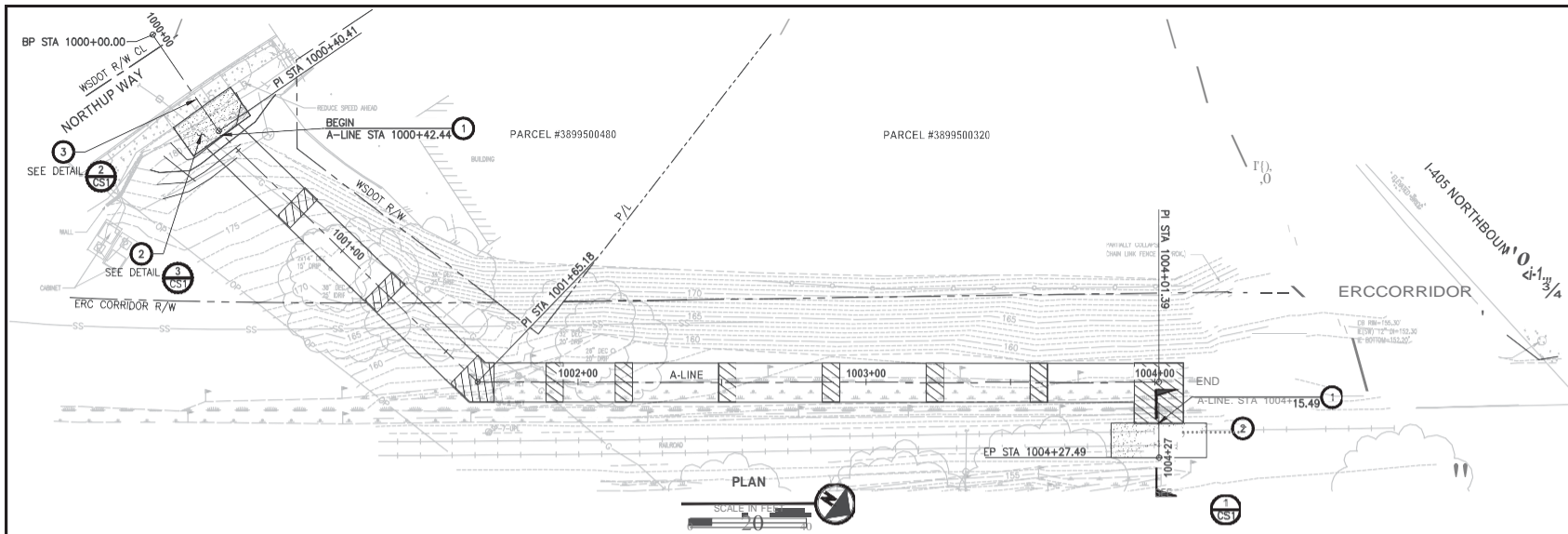


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 110 JACK AVENUE, SUITE 200 • SEATTLE, WA 98104
 P 206.314.3700
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PROJECT NAME:
 EASTSIDE RAIL CORRIDOR
 NORTHUP WAY CONNECTOR RAMP
 KING COUNTY PARKS AND RECREATION

**SITE PREPARATION AND
 TESC PLAN**

4 OF 15
SP2



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REVISIONS	DATE	BY	DESCRIPTION

ONE INCH AT FULL SCALE
ELSE NOT SCALE ACCORDINGLY

DESIGNED BY: S. PURGANAN
CHECKED BY: Y. HO
APPROVED BY: C. WARBUR

DATE: OCTOBER 2017



Parametrix

10000 10th Avenue NE, Suite 1000, Bellevue, WA 98004
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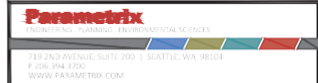
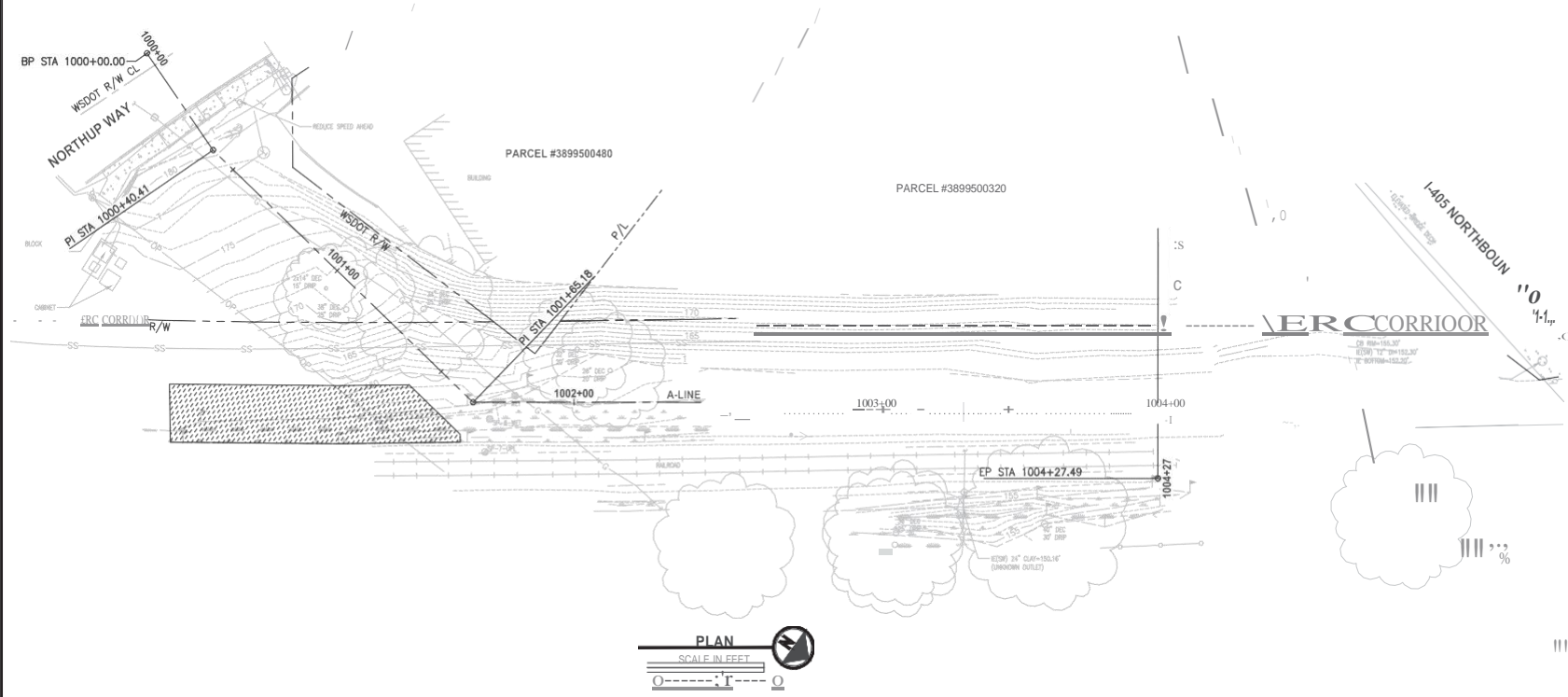
PROJECT NAME
EASTSIDE RAIL CORRIDOR
NORTHUP WAY CONNECTOR RAMP
KING COUNTY PARKS AND RECREATION

PLAN AND PROFILE

- NOTES:**
- 1
 - 2
 - 3
 - 4

LEGEND:

MITIGATION PLANTING



PROJECT NAME
 EASTSIDE RAIL CORRIDOR
 NORTHUP WAY CONNECTOR RAMP
 KING COUNTY PARKS AND RECREATION

MITIGATION PLAN

MP1

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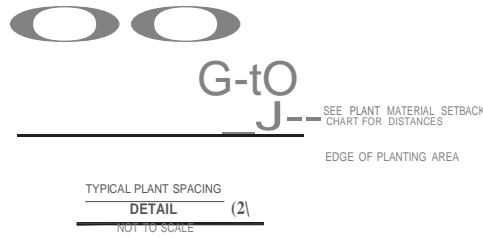
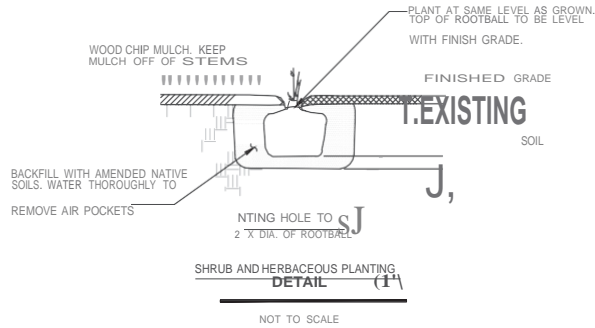
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FILE NAME
 PS1621212MP-01
JOB NO.
 554-1521-212 P01 T200
DATE
 OCTOBER 2017

DESIGNED BY
 C. WARBUR
 *B. PURGANAN
CHECKED BY
 Y. HED
DATE
 WARBUR

PLANT MATERIAL SETBACK CHART

	G :: (L)	G: (W)	PATHS, TRAILS	WALL	FENCE	SIGNS	VEG1	OR: MASS
EVERGREEN TREE	15'	15'	10'	8'	8'	15'	10'	
ORNAMENTAL/NATIVE DECIDUOUS TREE	6'	6'	10'	8'	8'	15'	10'	
MEDIUM AND LARGE SHRUBS - GREATER THAN 3' TALL	5'	5'	8'	3'	3'	6'	5'	5'
SMALL SHRUB - LESS THAN 3' TALL	3'	5'	5'		3'		5'	5'

TYPICAL MINIMUM DISTANCE SETBACKS ARE TO THE CENTER STEM OR TRUNK OF PLANT MATERIAL UNLESS OTHERWISE DIRECTED BY THE ENGINEER DURING LAYOUT AND STAKING OF PLANT LOCATIONS.

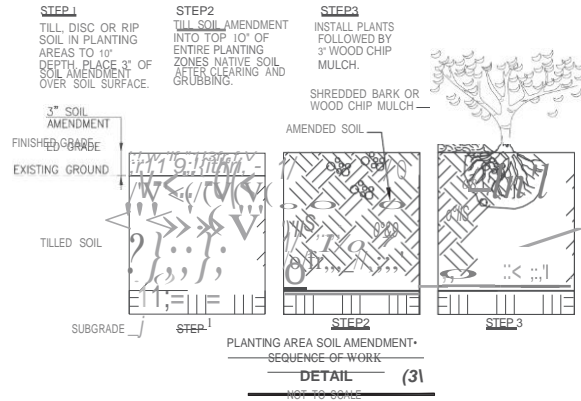


PLANTING NOTES:

- CONTRACTOR SHALL ARRANGE TO MEET ON SITE WITH THE PROJECT REPRESENTATIVE TO DISCUSS LIMITS OF WORK AND METHODS. CONSTRUCTION ACTIVITIES SHALL NOT COMMENCE UNTIL ACCESS, LIMITS OF WORK, AND METHODS ARE APPROVED. ALL SAFETY FENCING AND TESC MEASURES MUST BE INSTALLED PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
- ALL PLANTS TO BE SAVED AND PROTECTED WITHIN PLANTING AREAS WILL BE FLAGGED BY ENGINEER. NOTIFY ENGINEER 5 DAYS PRIOR TO START OF CLEARING ACTIVITY.
- MITIGATION PLANTING PLANS REPRESENT A CONCEPTUAL PLANT LAYOUT. FINAL PLANT LOCATIONS SHALL BE APPROVED BY PROJECT REPRESENTATIVE PRIOR TO PLANTING. COORDINATE DATA WILL BE PROVIDED ELECTRONICALLY FOR LOCATION OF PLANTING AREA BOUNDARIES.
- ALL PLANTS SHALL BE NURSERY GROWN A MINIMUM OF ONE YEAR. PLANT MATERIAL IS TO BE SUPPLIED BY COMMERCIAL NURSERIES. PLANT SUBSTITUTIONS ARE SUBJECT TO APPROVAL BY PROJECT REPRESENTATIVE.
- MITIGATION PLANTING SHALL TAKE PLACE DURING THE DORMANT SEASON (OCTOBER 1ST TO MARCH 1ST). PLANTING MAY BE ALLOWED AT OTHER TIMES AFTER REVIEW AND WRITTEN APPROVAL BY PROJECT REPRESENTATIVE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND EXCESS SOIL OCCASIONED BY THIS PROJECT.
- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION.
- REQUIREMENTS FOR LISTED HEIGHT, LENGTH AND CONTAINER SIZE ARE MINIMUM.
- EXISTING AREAS DISTURBED BY CONSTRUCTION ACTIVITIES AND NOT SHOWN TO BE REVEGETATED ON THESE PLANS SHALL BE RESTORED AND SEEDED.
- DISCREPANCIES BETWEEN THE PLANS AND SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT REPRESENTATIVE PRIOR TO PROCEEDING WITH EFFECTED WORK.
- SEE SP SHEETS FOR TEMPORARY EROSION CONTROL MEASURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING PLANTS FOR THE FIRST YEAR AFTER ACCEPTANCE OF COMPLETION OF PLANTING FOR THE PROJECT. COUNTY WILL MAKE PROVISIONS FOR WATERING AS NEEDED FOR THE REMAINDER OF THE ESTABLISHMENT PERIOD AFTER THE FIRST YEAR.

MITIGATION AREA PLANT MATERIAL LIST

QUANTITY	BOTANICAL NAME	COMMON NAME	MIN SIZE/CONDITION	NOTES/SPACING
16	PHYSCARPUS CAPITATUS	PACIFIC NINEBARK	12" HT/ #1 CONT	SPACE 4.5' O.C.
16	ROSA NUTKANA	NOOTKA ROSE	12" HT/ #1 CONT	
35	SALIX SITCHENSIS	SITKA WILLOW	10 CU. IN. PLUG	SPACE 4.5' O.C.
300	JUNCUS EFFUSUS	SOFT RUSH	12" HT/ #1 CONT	SPACE 1' O.C.
300	CAREX OBNUPTA	SLOUGH SEDGE	12" HT/ #1 CONT	



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NOT FOR CONSTRUCTION**

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1			C. WARBUR	S. PURGANAN
2			C. WARBUR	C. WARBUR

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 ALL NAME: **PSN212121D-01**
 JOB NO: **554-1521-212 P01 T200**
 DATE: **OCTOBER 2017**



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PROJECT NAME
**EASTSIDE RAIL CORRIDOR
 NORTHUP WAY CONNECTOR RAMP**
 KING COUNTY PARKS AND RECREATION

LANDSCAPE DETAILS

EASTSIDE RAIL CORRIDOR RAMP

GENERAL NOTES

1. This structure has been designed in accordance with the project architects plan layout and guidelines. Suitability for access and intended usage shall be the responsibility of the architect.
2. Vehicular access larger than the design live load shall be limited by permanent physical means.
3. Prior to construction the contractor shall verify all elevations through the project architect.
4. Only PermaTrak North America may provide the precast structure shown on these plans.

DESIGN DATA

1. Boardwalk shall be designed in accordance with the AASHTO LRFD bridge design specifications and the LRFD guide specification for the design of pedestrian bridges.

Design Live Load: Pedestrian Loading - 90 psf Uniform
Vehicular Loading - 5,000 lbs

2. Piers shall be designed for lateral earth pressure, live load surcharge and structure loads. Assumed allowable bearing pressure: 2,000 psf. (Contractor To Verify)
3. Railing shall be designed in accordance with AASHTO specifications. The railing supplier is responsible for the engineering of the detailed railing in accordance with the project specifications.

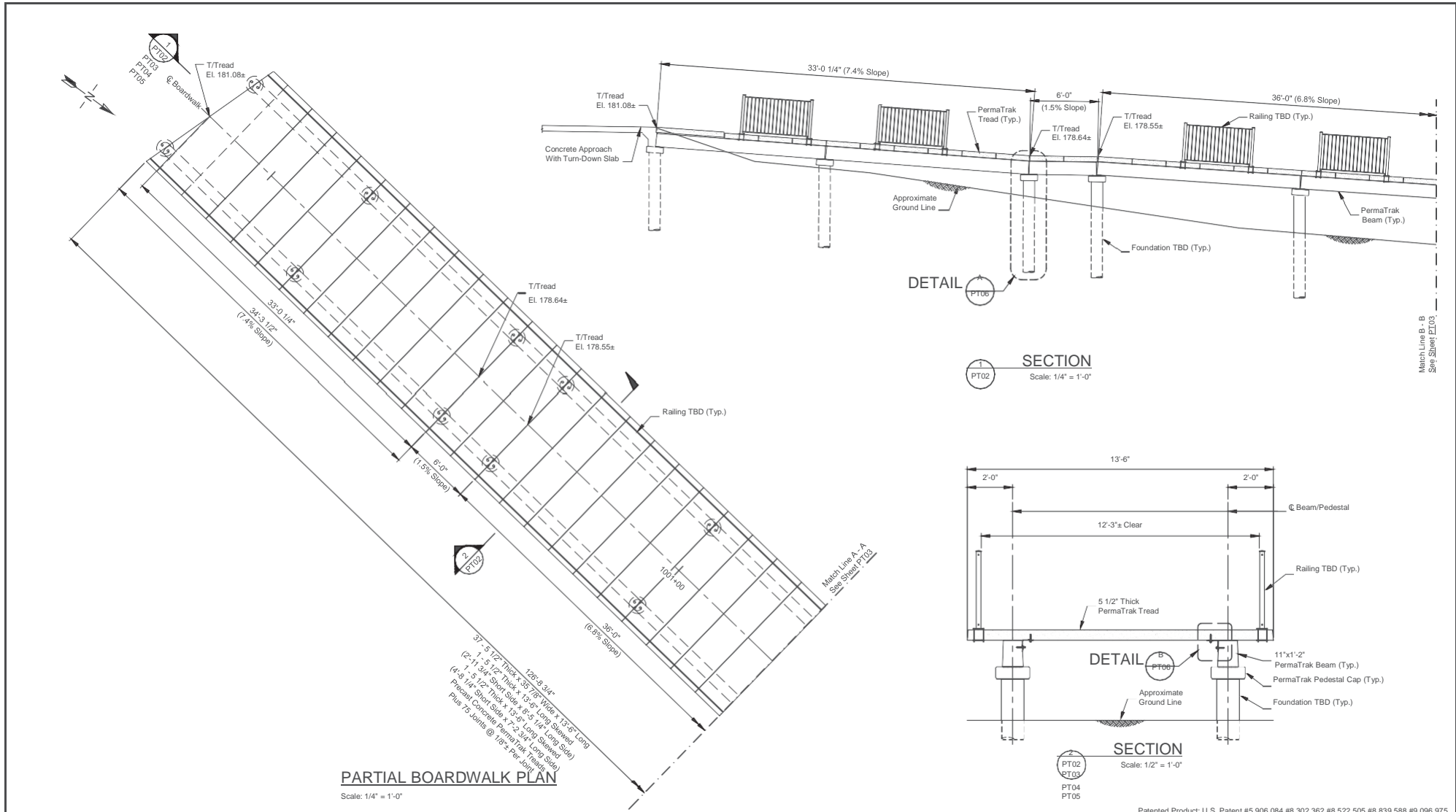
MATERIALS

1. All bolts, nuts, washers, and hardware shall be hot dipped galvanized after fabrication in accordance with ASTM A153.
2. Cast-in-place concrete shall have a 28-day concrete compressive strength of 4000 psi.
3. All foundation reinforcing shall be Grade 60 conforming to ASTM A615.

PROJECT COMPONENTS	
SUPPLIED BY PERMATRAK	PRECAST CONCRETE TREADS
	PRECAST CONCRETE BEAMS
	PRECAST CONCRETE CAPS
	RUBBER LEVELING PADS
SUPPLIED BY CONTRACTOR	CLIP ANGLES WITH 3/4" DIAMETER RODS, WASHERS AND NUTS (6x6x3/8x0'-4")
	HILTI HY-200 EPOXY ADHESIVE (CLIP ANGLE ANCHORING SYSTEM CONNECTION)
	FOUNDATIONS TBD
	3/4" DIAMETER x 1'-5" LONG THREADED BARS WITH NUTS AND WASHERS (BEAM TO CAP CONNECTION)
	SHIM AND GROUT (LEVELING FOR BEAM TO CAP)
	RAILING AND CONNECTION HARDWARE

Patented Product: U.S. Patent #5,906,084 #6,302,362 #8,522,505 #8,839,588 #9,096,975

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	5				PARAMETRIX			DATE: 10/09/2017		
	4				FOR REVIEW & APPROVAL			DESIGNED BY: JVP		
	3							DRAWN BY: RPU		
	2							CHECKED BY: EMD		
	1							SHEET NO. PT01		
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The Concrete Boardwalk Company

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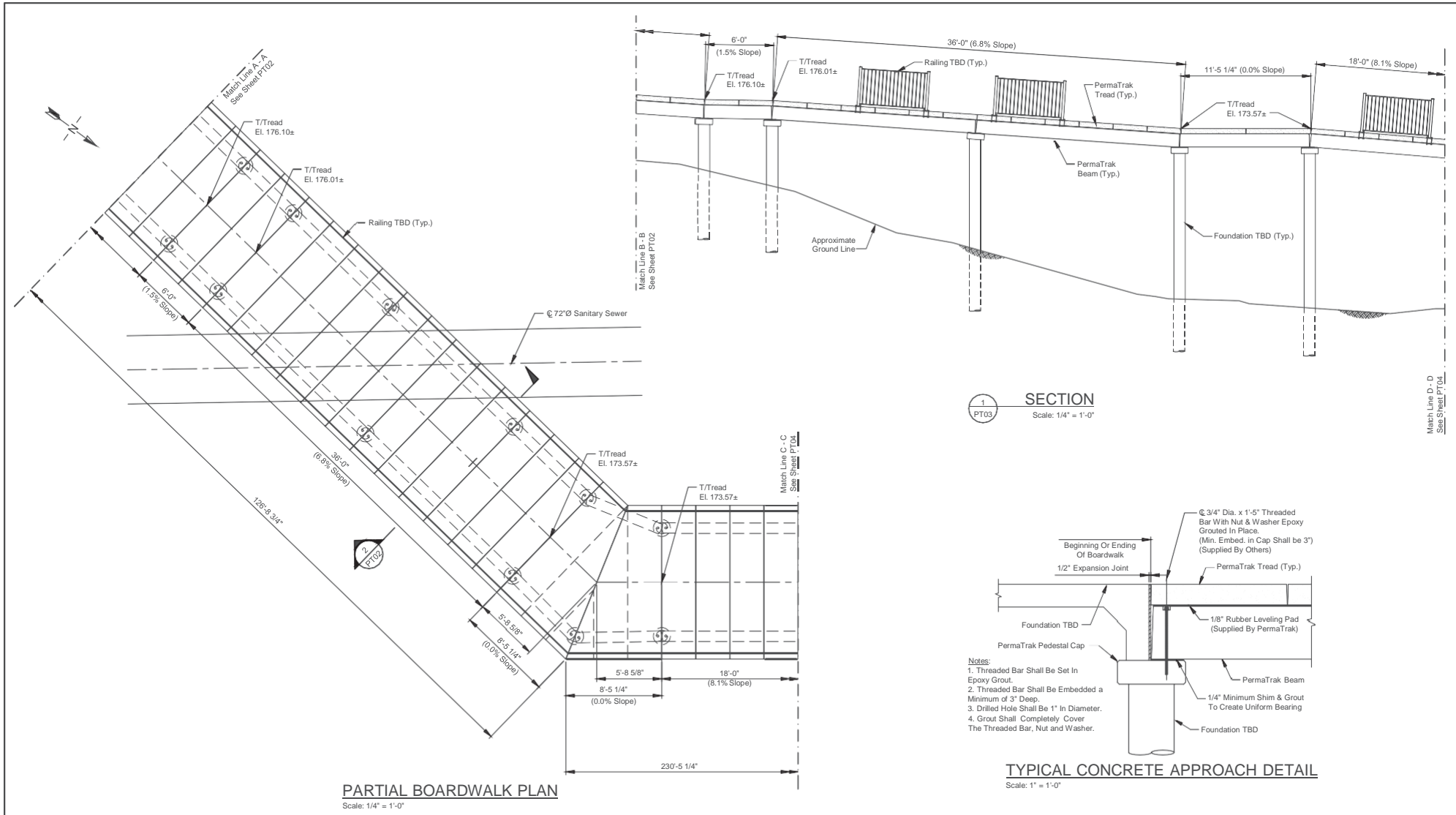
OFFICE LOCATIONS

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- NORTH CAROLINA
- OHIO

PROJECT TITLE:

EASTSIDE RAIL CORRIDOR RAMP
SEATTLE, WASHINGTON

JOB NUMBER: 2017-914
DATE: 10/09/2017
DESIGNED BY: JVP
DRAWN BY: RPU
CHECKED BY: EMD
SHEET NO. PT02



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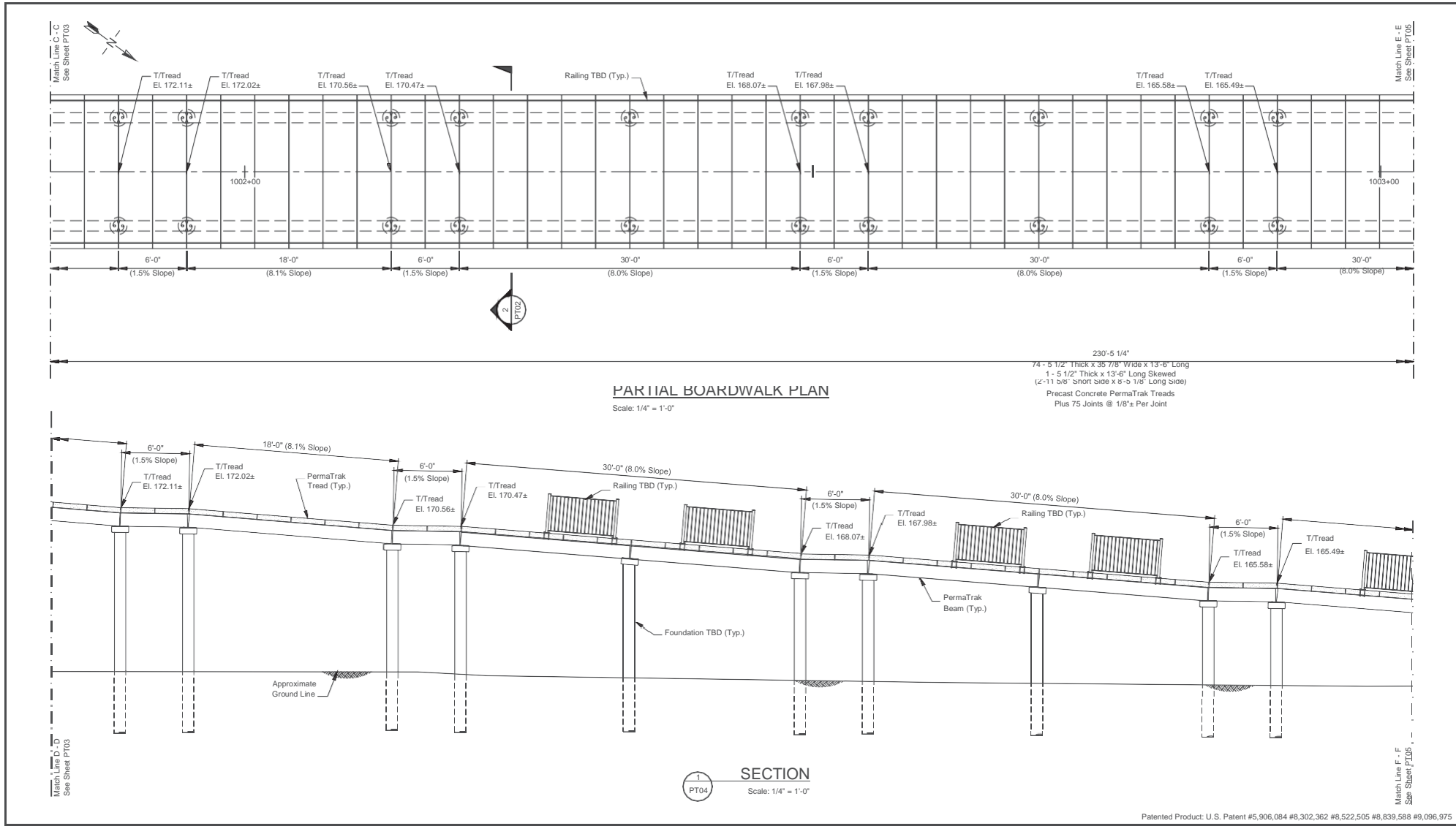
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PROJECT TITLE:
EASTSIDE RAIL CORRIDOR RAMP
SEATTLE, WASHINGTON

Patented Product: U.S. Patent #5,906,084 #8,302,362 #8,522,505 #8,839,588 #9,096,975

JOB NUMBER: 2017-914
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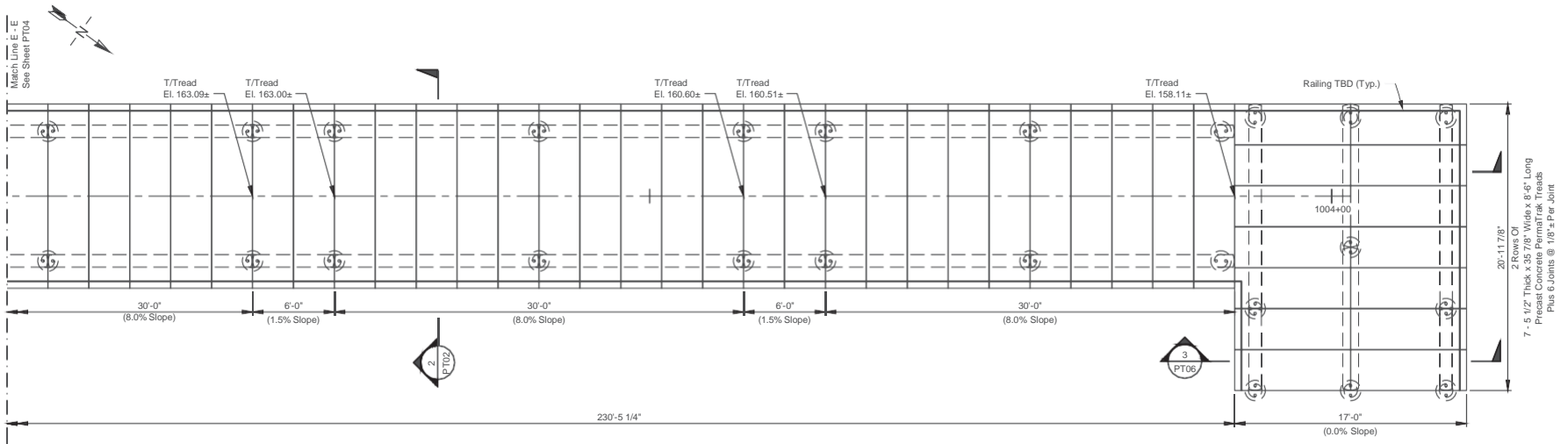
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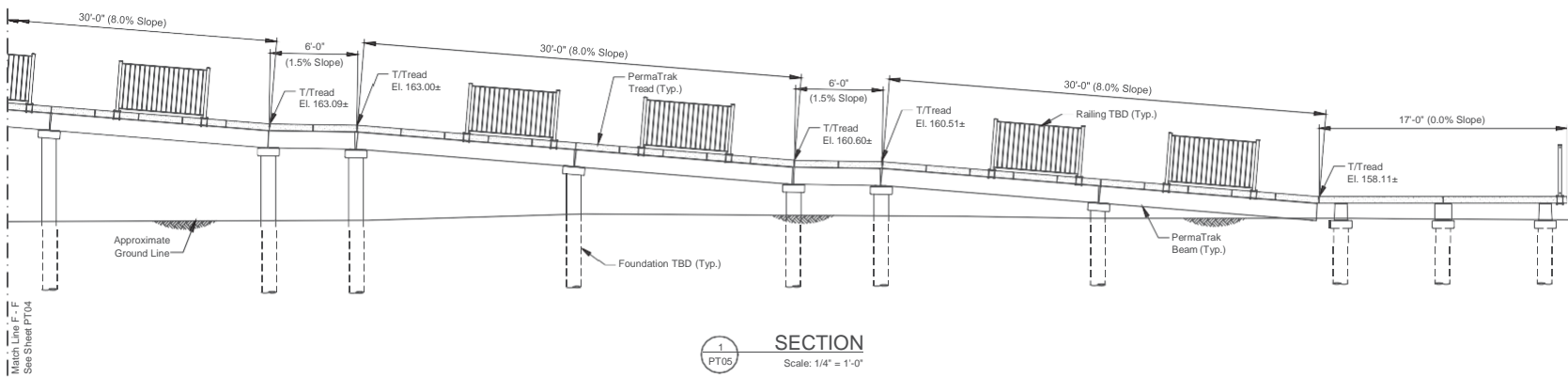
PROJECT TITLE:
EASTSIDE RAIL CORRIDOR RAMP
SEATTLE, WASHINGTON

JOB NUMBER: 2017-914
DATE: 10/09/2017
DESIGNED BY: JVP
DRAWN BY: RPU
CHECKED BY: EMD
SHEET NO. PT04

Patented Product: U.S. Patent #5,906,084 #8,302,362 #8,522,505 #8,839,588 #9,096,975



PARTIAL BOARDWALK PLAN
Scale: 1/4" = 1'-0"



SECTION 1
Scale: 1/4" = 1'-0"

Patented Product: U.S. Patent #5,906,084 #8,302,362 #8,522,505 #8,839,588 #9,096,975

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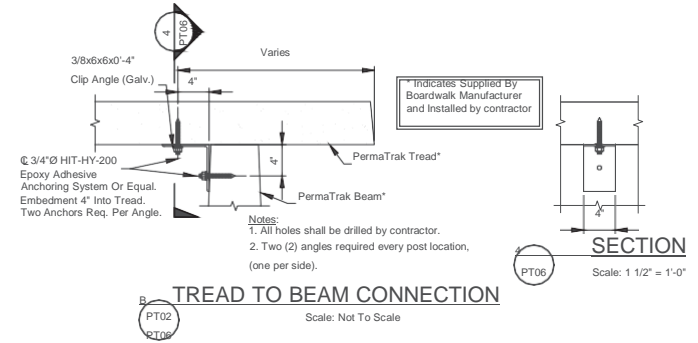
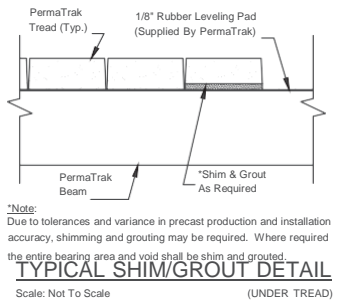
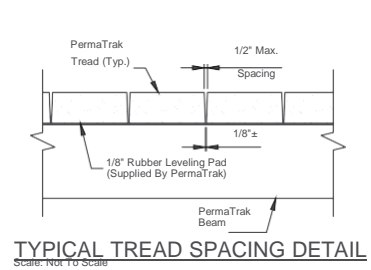
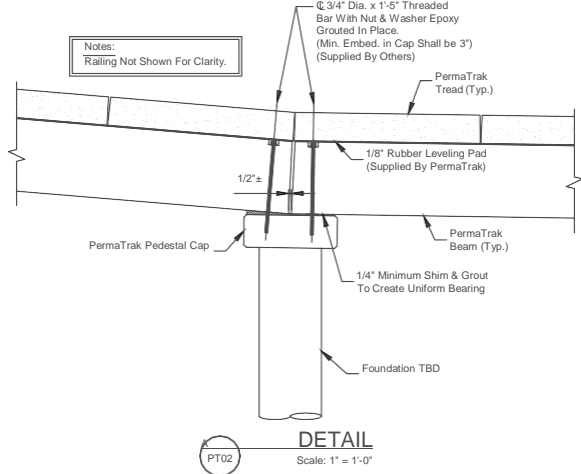
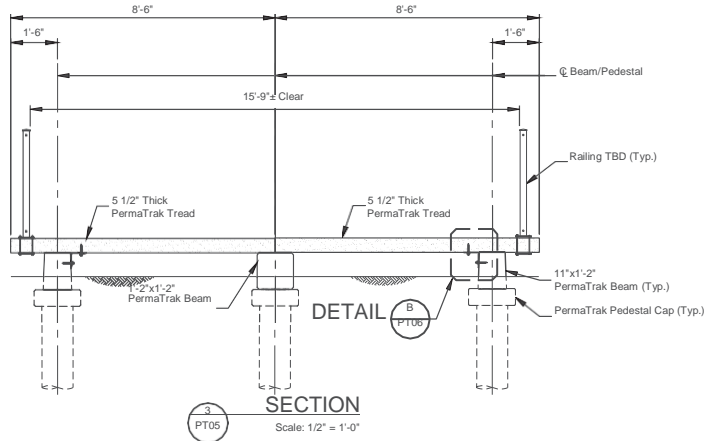


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PROJECT TITLE:
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SEATTLE, WASHINGTON

JOB NUMBER: 2017-914
DATE: 10/09/2017
DESIGNED BY: JVP
DRAWN BY: RPU
CHECKED BY: EMD
SHEET NO. PT05



Patented Product U.S. Patent #5,906,084 #6,302,362 #6,522,505 #8,839,588 #9,096,975

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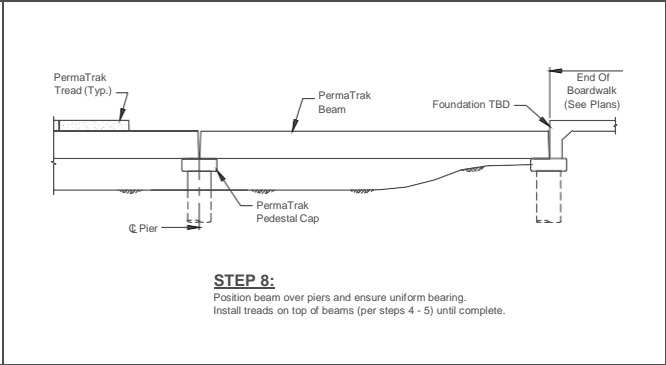
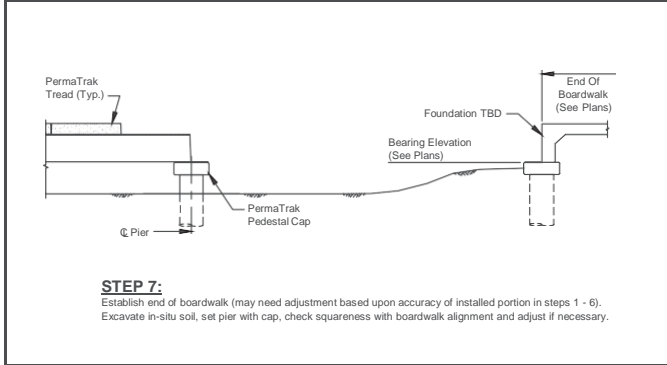
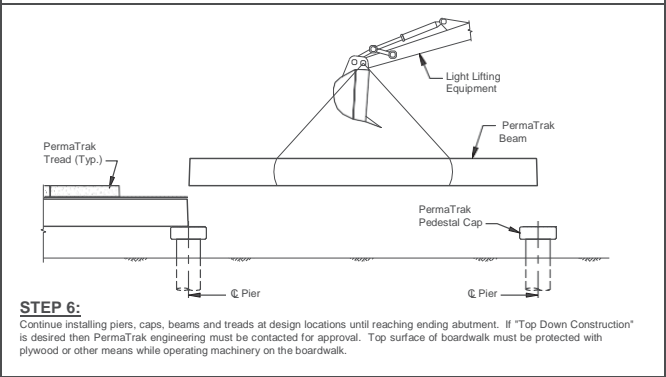
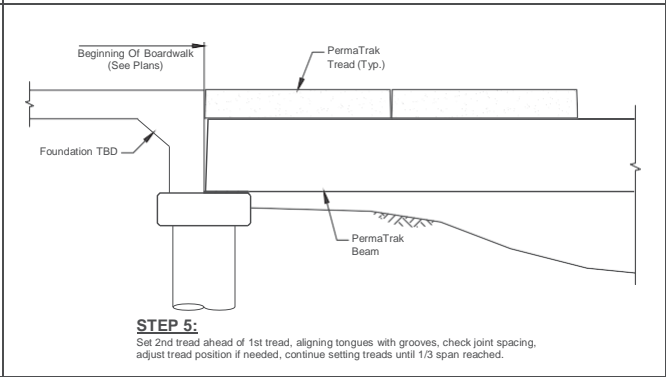
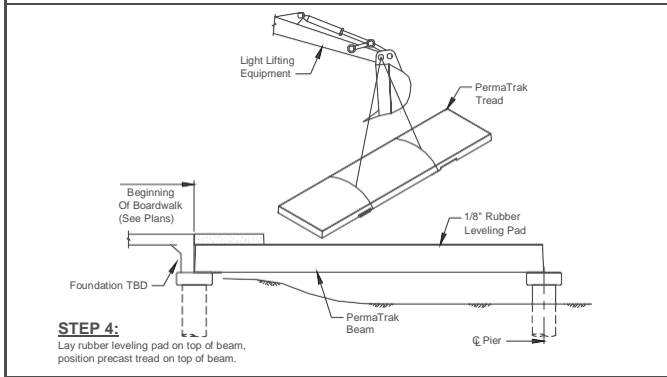
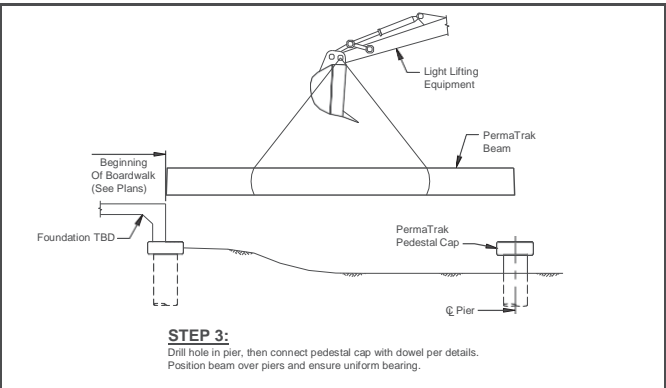
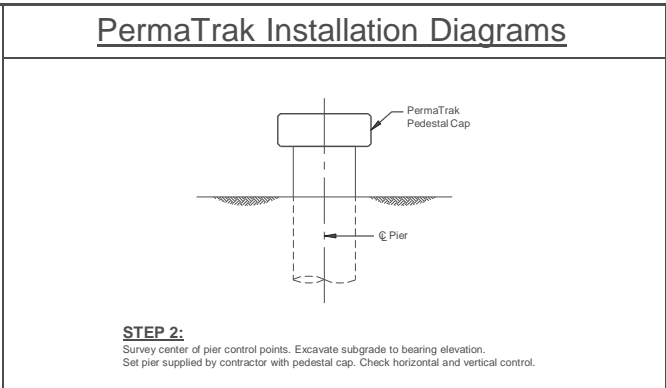
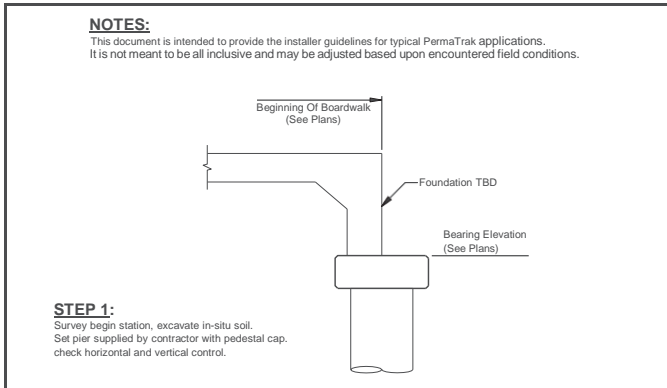
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PROJECT TITLE:
EASTSIDE RAIL CORRIDOR RAMP
SEATTLE, WASHINGTON

JOB NUMBER: 2017-914
DATE: 10/09/2017
DESIGNED BY: JVP
DRAWN BY: RPJ
CHECKED BY: EMD
SHEET NO.
PT06



Patented Product: U.S. Patent #5,906,084 #8,302,362 #8,522,505 #8,839,588 #9,096,975

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PROJECT TITLE:
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DATE: 10/09/2017
DESIGNED BY: JVP
DRAWN BY: RPU
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Certificate Of Completion

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	Cherie.Camp@kingcounty.gov
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Signer Events

Claudia Balducci
 claudia.balducci@kingcounty.gov
 King County General (ITD)
 Security Level: Email, Account Authentication (None)

Signature

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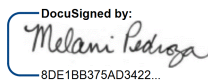
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 Supplemental Documents:

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 Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

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 Supplemental Documents:

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 Dow.Constantine@kingcounty.gov
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Kaitlyn Wiggins

kwwiggins@kingcounty.gov

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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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How to contact Carahsoft OBO King County ITD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bob.johnson@kingcounty.gov

To advise Carahsoft OBO King County ITD of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bob.johnson@kingcounty.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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