King County

Facilities Management Division
Real Estate Services Section
King County Administration Building
500 Fourth Avenue ADM-ES-0830
Seattle, WA 98104
Permits 206-296-7456, **FAX** 206-296-0196

SPECIAL USE PERMIT
Use of County Owned Property

PERMIT NUMBER: SUPS16-0014 DATE: 05/10/2016

PERMITEE:

CITY OF BOTHELL - REGINA DERDA
18415 101ST AVENUE NE
BOTHELL, WA 98011

DAY PHONE: (425) 806-6831 OTHER PHONE: FAX:

PURPOSE:

TO TEMPORARILY CLOSE (2) SECTIONS OF PARCEL #082605-9032 & PARCEL #072605-9053 THE TRAIL CORRIDOR TO PERFORM RESTORATION WORK ON PARCEL #072605-9497 & PARCEL #072605-9376.
SEE ATTACHED LOCATION PLANS

LEGAL DESCRIPTION:

Primary	1/4	Sec	Twp	Rge	Account No	Kroll Page
Yes	NW	8	26	5	082605-9032	408

Legal Description: PARCEL #082605-9032: POR OF NW 1/4 LYING SLY OF C/L OF SAMMAMISH RIVER & N OF PRIM ST HWY #2 LYING W OF A LN DAF - BEG AT SE COR OF SE 1/4 OF NW 1/4 TH W 100.80 FT TO NELY LN OF NP R/W TH NWLY ALG R/W 454.59 FT TH N 32-56-00 E 350 FT TO NELY MGN OF PSH #2 & TPOB OF SD LN TH CONTG N 32-56-00 E TO THREAD OF RIVER & TERM OF SD LN LESS W 315 FT LESS POR OF W 1/2 OF NW 1/4 LY NLY OF PSH #2 & ELY OF LN 627 FT E OF W LN SD SUBD & W OF 2ND ST EXT EXCEPT POR LY NLY OF A LN DRN CONCENTRIC WITH & 160 FT SLY OF C/L OF SAMM RIVER PROTECTION EASEMENT LESS RD

PARCEL #0720605-9053: N P R/W OVER S 1/2 & SE 1/4 OF NE 1/4 OF SEC LESS POR IN NE 1/4 OF SW 1/4 LY ELY OF W 766.24 FT THOF - ESMT PSP & L CO TRANS LN LESS PIPE LN LESS POR FOR RD PER REC# 20070216002275

EXPIRATION: This permit shall not be valid for more than 8 Months and expires on the 31st day of October, 2016.

Administrative Fee (New or Renewal) $500.00 **Bond/Insurance Amount** $1,000,000.00

PERMITTEE MUST NOTIFY HEATHER MARLOW DNRP - PARKS AT: (206) 477-9378 AT LEAST 72 HOURS PRIOR TO PERFORMING ANY WORK AND IMMEDIATELY UPON COMPLETION

Issued By: Christopher Young Phone: 206-205-5645

By this permit King County authorizes the use of the above described property:

Custodial Approval: SIGNATURE ON FILE Date: 5/9/2016

Real Estate Services Approval: Christopher Young Date: 05/09/2016

The Permittee agrees to comply with the terms and conditions contained herein.

SEE REVERSE SIDE FOR TERMS AND CONDITONS.

Signature of Permittee:	Signature on File	Date:	5/5/2016

NOTE: Permit not valid without all necessary signatures and expiration date.
King County Code 14.30

TERMS AND CONDITIONS

1. PERMIT REVOCATION: This Permit is revocable at any time by King County. The right to revoke is expressly reserved to King County.

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

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

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

3. ANTI-DISCRIMINATION: In all hiring or employment made possible or resulting from this Permit, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Permit on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part of the Permit by the County, and may result in ineligibility for further County permits.

4. NON-EXCLUSIVE RIGHT: This Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other permits to other public or private entities, nor shall it prevent the County from using any public place for any and all public use or affect its jurisdiction over any part of them.

5. ASSESSMENTS: Permittee shall be required to pay any general or special assessments incurred by King County which are directly attributable to or arising from any actions, occupancy, or usage authorized herein.

6. TERMINATION: The Permittee may terminate the Permit by written notice to the Manager of Real Estate Services Section. Upon revocation, termination, or abandonment, the Permittee shall remove at his expense all facilities placed on said property by the Permittee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the County. If the Permittee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, expiration, or abandonment, the County may accomplish all of the necessary work and charge all of the costs to the Permittee.

7. RESTORATION: After completion of work authorized by this Permit, the Permittee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to King County. If the Permittee delays the restoration beyond expiration of the Permit, the County may accomplish all the necessary work and charge all the costs to the Permittee.

8. REPAIRING DAMAGE BY PERMITTEE: In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this Permit, Permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County agent. If the County determines it is necessary, the County may accomplish the work and charge all the costs to the Permittee.

9. ABATEMENT OF UNSAFE CONDITIONS: The County representative may at any time, do, order, or have done all work considered necessary to restore to a safe condition any area described in Permit left by the Permittee in a condition dangerous to life or property. The Permittee shall pay, upon demand, to the County all costs of such work, materials, etc. Nothing in this section shall relieve the Permittee of duties under Terms and Conditions No. 2 above.

10. RIGHTS RESERVED TO COUNTY - CONFORMANCE AND PAYMENT OF COST REQUIRED: The County reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving, repairing or altering the property. The Permittee, upon written notice, will at his own cost and expense remove, repair, relocate, change or reconstruct such installations to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.

11. NOTICE: Permittee agrees to obtain information from other utility operators regarding the location and current status of their installations before starting work. Property owners adjoining, or in proximity to, the project as described herein shall be notified by Permittee when such property is exposed to the possibility of injury or damage through performance of work on the project authorized by this Permit. Permittee shall make all advance arrangements necessary to protect such property or utility from injury or damage.

12. OTHER APPLICABLE LAWS: Issuance of this Permit does not in any way relieve the Permittee from complying with any other applicable laws in performing the work subject to this Permit.

13. RE-ENTRY: After completion of work authorized by this Permit, if the Permittee desires to re-enter upon the property described herein for any reconstruction, notice shall be provided in advance to King County together with the plans and specifications for the work proposed, and shall not be permitted without the County's consent.

14. TITLE: This Permit grants only the right to use King County's interest in the herein described property, and the granting of this Permit is not a warranty that good title to any specific property is vested in King County.

15. SPECIAL TERMS AND CONDITIONS: **(SEE ATTACHED SHEET(S)**

15 SPECIAL TERMS AND CONDITIONS:

a PROJECT SCOPE. All use of King County's Sammamish River Trail, parcel numbers 082605-9032 and 072605-9053, is limited to temporary trail closure and detour to perform restoration work (to include installation of temporary ADA parking, two construction access points, upland staging area, fencing, and plantings) as described in the application, map, and corresponding letter dated 01/25/16 and construction plans dated 03/21/16.

b SCOPE CHANGES. The Permittee shall not make any additional use, improvements, or alterations to the corridor that is not specifically authorized in this permit. Any additional use of the corridor must be approved in writing by King County. Such approval shall be made as an amendment to this permit and contain appropriate conditions.

c PERMITS BY OTHERS. The Permittee will be responsible to secure and provide proof of all necessary permits prior to starting any construction on the corridor of ways as authorized by this permit. The Permittee shall notify Parks in advance of any Pre-Application meetings scheduled with permitting agencies.

d CULTURAL RESOURCES. King County acknowledges receipt of the Cultural Resources Assessment for the Sammamish Side Channel Project (dated October 2012). In the event the scope of the project increases, any further ground disturbing activities on King County property will be subject to further evaluation. The Permittee shall consult with King County's Archaeologist Philippe LeTourneau, 206-477-4529, philippe.letourneau@kingcounty.gov, to determine the need for any additional cultural resources monitoring. The Permittee shall be required to comply with any recommendations made by the Archaeologist, which may include but are not limited to a cultural resource study conducted by a qualified, County-approved archaeologist at the permittee's expense.

e TRAIL CLOSURES. The Permittee shall coordinate news releases regarding trail closures with Doug Williams, Media Relations Coordinator, 206-477-4543. Trail closure dates must be submitted to Doug Williams and must be posted on-site at the project limits at least three weeks in advance.

f SAFETY. If at any time the authorized use, improvement, alteration or construction on parkland creates a condition which could pose a danger to park users, the Permittee will be responsible for posting temporary signage, using Parks approved barricades, or taking other Parks approved measures.

g RESTORATION AND DEBRIS DISPOSAL. Following authorized construction activities, the Permittee shall restore park property altered by the construction to original or better condition, including the restoration of any drainage systems. The Permittee will not dump or dispose of construction debris and surplus material on parkland at any time.

h TRAIL REPAIRS. All asphalt trail repairs must comply with Parks standards:

(a) All cuts and connections must be perpendicular to the existing trail. All cuts must be a minimum of 4' wide.
(b) Compact fill to 95%.
(c) 4" 5/8 minus crushed rock base
(d) 2" Class G hot mix asphalt patch
(e) Sealed edges
(f) No discernible rise or dip when compared to matching surface
(g) 1 year warranty to ensure no settling.

i FUTURE DEVELOPMENT. The Permittee understands that future trail and other development may affect or alter the nature or scope of the permitted use and that the Permittee will be required to remove or relocate improvements at its sole cost and expense if so directed by King County.

j SITE CONTACT. The Permittee will contact John Mabry, Park District Maintenance Coordinator, at 206-552-5594 to coordinate site access and on-site inspections prior to and following any work on parkland.

k UNFORESEEN CONDITIONS. The Parks Division reserves the right to set additional terms as unforeseen conditions at this time may warrant in the future.

l AS-BUILT DRAWINGS. In an effort to compile accurate project records, please submit an electronic copy of the as-built drawing to Trishah Bull, Property Agent, at trishah.bull@kingcounty.gov.

15m. INSURANCE:

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

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

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

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

1. Minimum Scope and Limits of Insurance
   Coverage shall be at least as broad as:

   General Liability:

   Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. The permittee shall maintain limits no less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
   AUTOMOBILE LIABILITY: Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. Limits shall be no less than $1,000,000. Combined Single Limit Bodily Injury and Property Damage.
   WORKERS COMPENSATION: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington;
   EMPLOYERS LIABILITY or "Stop-Gap": The protection by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy. Limits shall be no less than $1,000,000.
   POLLUTIONLIABILITY: Contractor shall provide Contractor's Pollution Liability coverage in the amount of $1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean costs and the loss of use of tangible property that has not been physically injured or destroyed.

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

15m. INSURANCE CONTINUED:

3. Other Insurance Provisions
The insurance policies required in this permit are to contain, or be endorsed to contain the following provisions

a. All Liability policies except Workers Compensation:

1. The County, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the permittee in connection with this permit.

2. Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents should not contribute with the permittee's insurance or benefit the permittee in any way.

3. The permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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