Memorandum of Understanding Between the City of Bellevue Transportation Department and the Bellevue School District

This Memorandum of Understanding (MOU) is entered into this the _____ day of ______(Effective Date), between the City of Bellevue Transportation Department (City) and the Bellevue School District (BSD or District), collectively referred to as the "Parties".

WHEREAS, the BSD is constructing the new Highland Middle School (the "BSD Project"); and

WHEREAS, the Parties agree that installation of a new signalized intersection mid-block between 148th Avenue NE and 152nd Avenue NE on Bellevue-Redmond Road with the school as the south leg of the intersection and Goodyear Tire as the north leg of the intersection (the "Improvements"), would mutually benefit the BSD and the City by enhancing pedestrian safety for students who need to cross Bellevue-Redmond Road to get to and from the "BSD Project", located at 15027 NE Bellevue-Redmond Road, Bellevue, WA 98007; and

WHEREAS, BSD has agreed to install the Improvements as part of the BSD Project; and

WHEREAS, the City has agreed to contribute half of the cost, not to exceed \$262,000, toward construction of the "Improvements"; and

WHEREAS, upon completion of the Improvements, such Improvements shall become the property of the City and the City shall be responsible for all future costs and maintenance of the signalized intersection;

NOW THEREFORE, in consideration of the mutual promises and covenants provided herein, and other consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section A: Purpose

The purpose of this MOU is to outline the roles and responsibilities of the Parties regarding ownership, funding, construction and maintenance of the new signalized intersection mid-block between 148th Avenue NE and 152nd Avenue NE on Bellevue-Redmond Road with the school as the south leg of the intersection and Goodyear Tire as the north leg of the intersection (the "Improvements").

Section B: Project Description

BSD shall construct the Improvements in accordance with the Design Standards and Details specified in the drawing submitted by the City to the BSD on August 21 2019 for the Improvements as outlined in the plans identified in Attachment A, attached hereto and incorporated herein.

Section C: Term and Termination

- 1. This MOU shall commence upon the Effective Date and remain in effect until issuance of the Certificate of Completion and satisfactory completion of the Improvements, but in any event no later than October 2021 (the "Term"). This MOU may only be extended or terminated by mutual written agreement of the Parties.
- 2. In the event the Improvements are not completed within the Term of this MOU, or this MOU is terminated prior to completion of the Improvements, BSD shall restore the right-of-way to equal or better than its original condition, or to a condition satisfactory to the City.

Section D: Ownership and Operation

- 1. The Improvements shall become the property of the City upon satisfactory completion of the project and issuance of the Certificate of Completion.
- 2. The BSD shall provide easements to the City prior to completion of the project that allow any portion of the signalized intersection on private property to be maintained and reconstructed.
- 3. The COB shall be responsible for all future costs and maintenance of the signalized intersection.
- 4. The BSD shall maintain the greenery in the landscape strips next to the signalized intersection.
- 5. The BSD understands that any records it submits to the City, or that are used by the City, even if BSD possess the records, are public records under Washington State law, RCW Chapter 42.56. BSD agrees to fully cooperate with the City in identifying and assembling records in case of any public disclosures request related to the Improvements.

Section E: City's Responsibilities

- 1. The City shall contribute half the cost of construction for the improvements, up to a total of \$262,000.
- 2. Upon satisfactory completion of the Improvements and issuance of the Certificate of Completion, BSD shall invoice the City for one half of the cost of the Improvements, which amount shall not exceed \$262,000. The City shall pay such invoice within sixty (60) days of receipt of such invoice.
- 3. The City shall not provide site supervisor or project management in the construction of the Improvements, but will be available to inspect and answer

questions. Nothing in this MOU modifies or alters the City's role as the jurisdiction with permitting and regulatory authority over construction of the Improvements.

Section F: BSD Responsibilities

- 1. BSD shall be responsible for all work necessary to construct the Improvements including, but not limited to, project management, design, contracting, supervision, labor, equipment, and material. BSD shall construct the Improvements in accordance with the approved plans and specifications and all City codes.
- 2. BSD may contract for any of the work necessary to complete the Improvements. All contractors must comply with the terms of this MOU. BSD shall require any contractors or subcontractors to name the City as an additional insured on their required insurance and to indemnify and hold harmless the City in the same manner and to the same extend as BSD, including the waiver of any industrial insurance immunity. It is BSD's sole responsibility to ensure such compliance.
- 3. BSD shall comply with all Washington State bid and prevailing wage requirements for the procurement and construction of the Improvements.
- 4. BSD shall maintain insurance as set forth in Attachment B.
- 5. BSD shall be responsible for obtaining all required permit(s), inspections or approvals for the Improvements, and shall comply with all permit requirements and conditions.
- 6. BSD shall restore, repair, or replace any damage to the City's Rights of Way as a result of any construction activity.
- 7. As part of installation of the Improvements, BSD agrees to provide:
 - a. Services to correct any defects of the Improvements for a period of one (1) year; and
 - b. All documentation relating to the construction and operation of the Improvements upon completion of the project or termination of this MOU.

Section G: Hold Harmless

1. BSD shall protect, defend, indemnify, and save harmless the City, its officers, 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 negligent acts or omissions of BSD, its officers, employees, contractors, and/or agents related to BSD's obligations under this MOU. BSD agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, BSD, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance

provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from BSD. Should a court of competent jurisdiction determine that this MOU is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties or their officers, directors, employees, agents, representatives and volunteers, BSD's liability, including the duty and cost to defend, hereunder shall be only to the extent of BSD's negligence. The provisions of this section shall survive the expiration or termination of this MOU.

2. The City shall protect, defend, indemnify and save harmless BSD, its officers, 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 negligent acts or omissions of the City, its officers, employees and agents related to the City's obligations under this MOU. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects of BSD only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that BSD incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City. Should a court of competent jurisdiction determine that this MOU is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties or their officers, directors, employees, agents, representatives and volunteers, the City's liability, including the duty and cost to defend, hereunder shall be only to the extent of the City's negligence. The provisions of this section shall survive the expiration or termination of this MOU.

Section H: Compliance with Laws

BSD shall comply with all federal, state and local laws and regulations applicable to the work to be done under this MOU, including but not limited to not discriminating against any employee or applicant for employment or any other persons in the performance of this MOU because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. BSD agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by BSD setting forth the provisions of this nondiscrimination clause.

Section I: General Provisions

1. Governing Law; Forum. The MOU will be governed by the laws of Washington and its choice of law rules. BSD irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the MOU, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the MOU other than in the aforementioned courts.

- 2. Severability. If any provision of the MOU is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and BSD agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 3. Non-waiver. Any failure by the City to enforce strict performance of any provision of this MOU will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of this MOU.
- 4. No Assignment. Neither the MOU nor any of the rights or obligations of BSD arising under the MOU may be assigned, without the City's prior written consent. Subject to the foregoing, the MOU will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- 5. Notices. All notices and other communications under the MOU must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth below:

The City: Ryan Miller, Senior Transportation Engineer Development Review P.O. Box 90012 450 110th Avenue NE Bellevue, WA 98004

BSD: Jack McLeod, Director Facilities and Operations Bellevue School District 12037 NE 5th Street Bellevue, WA 98005

Any party may change its address specified in this paragraph by giving the other written notice in accordance with this paragraph.

- 6. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the MOU, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- 7. Amendments. No modification or amendment of this MOU may be made except by written agreement signed by both Parties.
- 8. Counterparts. The MOU may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

By: _____ Mark Poch, Assistant Director Transportation Department City of Bellevue Date: _____

1/0/ By: /

Jack McLeod, Director Facilities and Operations Bellevue School District Date: <u>29 AVGVST- 2019</u>

Approved as to form:

mar

Monica Buck, Assistant City Attorney

Date:

Attachments: Attachment A – Highland Middle School Construction Plans Attachment B – Insurance Requirements

Attachment A

Highland Middle School Construction Plans

HIGHLAND MIDDLE SCHOOL FRONTAGE IMPROVEMENTS FOR BELLEVUE SCHOOL DISTRICT 15027 BELLEVUE REDMOND ROAD - BELLEVUE, WA 98007

LEGAL DESCRIPTION THAT PORTION OF THE WEST 1074.66 FEET OF THE NORTH HALF OF THE SOUTHWEST OUARTER OF THE NORTHWEST OUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERSLY OF THE SOUTHEAST MARGIN OF NORTHEAST REDMOND-BELLEVUE ROAD, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 2545411 AND AS REVISED BY VOLUME 29 OF KING COUNTY COMMISSIONERS RECORDED, PAGE 514;

EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE DITCH AS IT EXISTED ON APRIL 1, 1954;

TOGETHER WITH THE EAST 766,66 FEET OF THE WEST 1074,66 FEET OF THE NORTH 3/4 OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26;

ALSO TOGETHER WITH THAT PORTION OF THE EAST 100 FEET OF THE WEST 30B FEET OF THE NORTH 3/4 OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, LYING BETWEEN THE SOUTH LINE OF THE NORTH 290 FEET OF SAID SUBDIVISION AND THE NORTH LINE OF THE SOUTH 185 FEET OF SAID SUBDIVISION.

ALSO TOGETHER WITH THE SOUTH QUARTER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON

EXCEPT THAT PORTION CONVEYED TO THE CITY OF BELLEVUE BY DEED RECORDED UNDER RECORDING NO., 9409021462,

SITE NOTES

SITE ADDRESS: 15027 BEL RED ROAD BELLEVUE, WA 98007

TAX ACCOUNT NUMBER: 2625059039

ZONING: O, R-5

ZONING AGENCY: CITY OF BELLEVUE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT 450 110TH AVENUE NE PO BOX 90012 BELLEVUE, WA 98009-9012 (425) 452-6800

SETBACKS: CURRENT SETBACK REQUIREMENTS SUBJECT TO SITE PLAN REVIEW. CURRENT SETBACKS MAY DIFFER FROM THOSE IN EFFECT DURING DESIGN/CONSTRUCTION OF EXISTING IMPROVEMENTS:

THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE GOVERNING JURISDICTION INDICATES THAT STRUCTURES ON THIS PROPERTY COMPLIED WITH MINIMUM SETBACK AND HEIGHT REQUIREMENTS FOLLOWING CONSTRUCTION,

FLOOD ZONE: THIS SITE APPEARS ON NATIONAL FLOOD INSURANCE RATE MAP, DATED MAY 16, 1995, COMMUNITY PANEL NO. 53033C0369F, AND IS SITUATED IN ZONE "X", AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN

SITE AS SHOWN CONTAINS 904,614 SQUARE FEET OR 20,7671 ACRES, MORE OR LESS.

PARKING SPACE COUNT: PARKING SPACES TOTAL 80 INCLUDING 6 DISABLED PARKING SPACES.

SUBSTRUCTURES:

SUBSINUCIDAES: BURED UTLIES ARE SHOWN AS INDICATED ON RECORDS MAPS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD, WE ASSUME NO LUBILITY FOR THE ACCURACY OF THOSE RECORDS, FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY

TELECOMMUNICATIONS/FIBER OPTIC DISCLAIMER: RECORDS OF UNDERGROUND TELECOMMUNICATIONS AND/OR FIBER OPTIC LINES ARE NOT ALWAYS AVAILABLE TO THE PUBLIC, BRH HAS NOT CONTACTED EACH OF THE MANY COMPANIES, IN THE COURSE OF THIS SURVEY, WHICH COULD HAVE UNDERGROUND LINES WITHIN ADJACENT RIGHTS-OF-WAY, THEREFORE, BRH DOES NOT ACCEPT RESPONSIBILITY FOR THE EXISTENCE OF UNDERGROUND TELECOMMUNICATIONS/FIBER OPTIC LINES WHICH ARE NOT MADE PUBLIC RECORD WITH THE LOCAL JURISDICTION, AS ALWAYS, CALL 1-800-424-5555 BEFORE CONSTRUCTION.

SHEET INDEX
SHEET TITLE
FRONTAGE IMPROVEMENT DEMOLITION OVERALL
BEL-RED RD FRONTAGE IMPROVEMENT DEMOLITION
BEL-RED RD FRONTAGE IMPROVEMENT DEMOLITION
BEL-RED RD FRONTAGE IMPROVEMENT DEMOLITION
152ND AVE NE FRONTAGE IMPROVEMENT DEMOLITION
FRONTAGE IMPROVEMENT OVERALL
BEL-RED RD FRONTAGE IMPROVEMENT
152ND AVE NE FRONTAGE IMPROVEMENT
FRONTAGE SECTIONS
FRONTAGE DETAILS
FRONTAGE DETAILS
EASEMENTS
PAVEMENT MARKING AND SIGNING PLANS
PAVEMENT MARKING AND SIGNING PLANS
PAVEMENT MARKING AND SIGNING PLANS
PAVEMENT MARKING AND SIGNING DETAILS
PAVEMENT MARKING AND SIGNING DETAILS
TRAFFIC SIGNAL & ILLUMINATION PLANS
TRAFFIC SIGNAL & ILLUMINATION PLANS
TRAFFIC SIGNAL & ILLUMINATION PLANS
WIRING DIAGRAM
POLE SCHEDULE
SIGNAL & ILLUMINATION DETAILS
SIGNAL & ILLUMINATION DETAILS
SIGNAL & ILLUMINATION DETAILS

OWNER BELLEVUE SCHOOL DISTRICT 10237 NE 5TH ST BELLEVUE, WA 98005 CONTACT: JAMES O'MALLEY PHONE: (425) 456-4000

ARCHITECT

ARCHITECTS 2111 PACIFIC AVE, STE 100 TACOMA, WA 98402 CONTACT: ANDY HARTUNG PHONE: (253) 383–3084

LANDSCAPE ARCHITECT WEISMAN DESIGN GROUP 2329 E MADISON ST SEATTLE, WA 98122 CONTACT: ANDREA LEUSCHKE PHONE: (206) 322-1732

TRANSPORTATION ENGINEER

TRANSPORTATION ENGINEERING NORTHWEST (TENW), LLC 11400 SE 8TH ST, SITE 200 BELLEVUE, WA 98004 CONTACT: CHRIS BICKET PHONE: (425) 250–5002

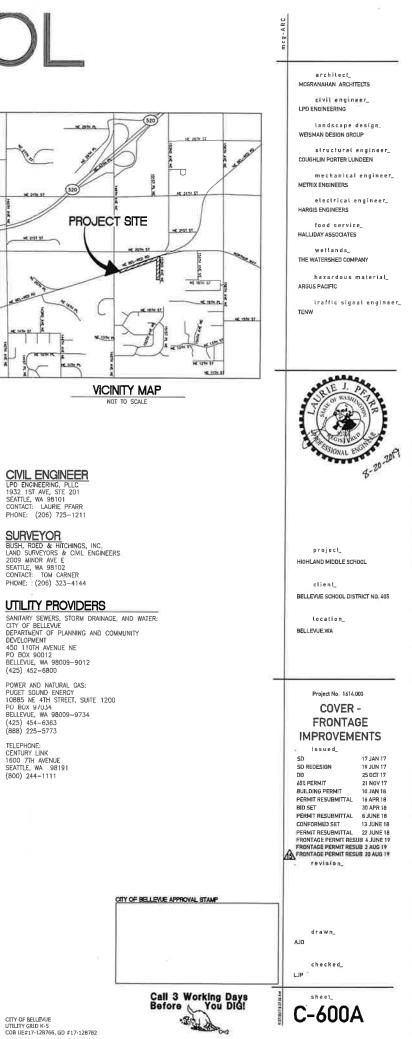
EMERGENCY CONTACT

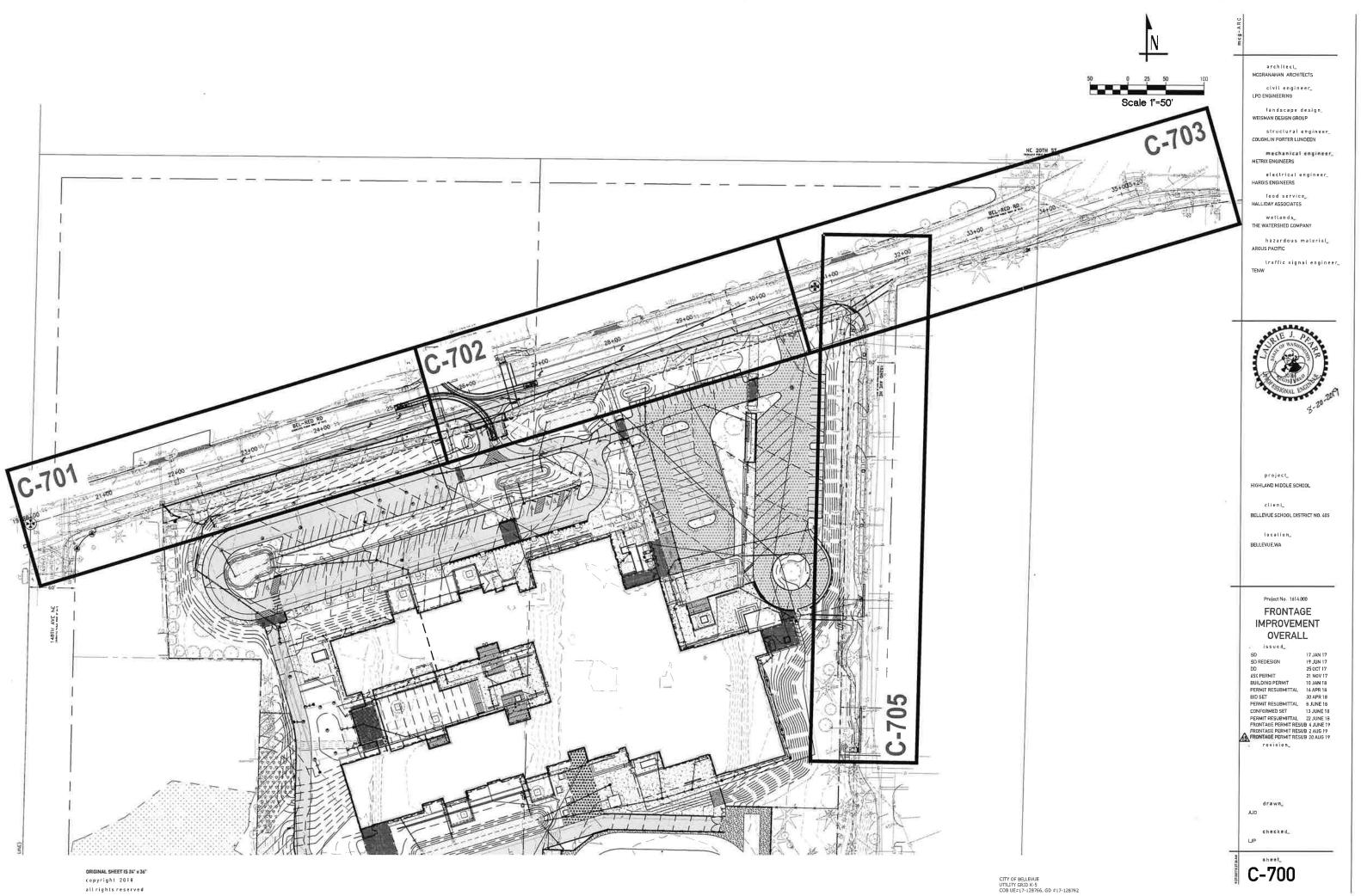
JAMES O'MALLEY BELLEVUE SCHOOL DISTRICT 10237 NE 5TH ST BELLEVUE, WA 98005 PHONE: (425) 456-4558

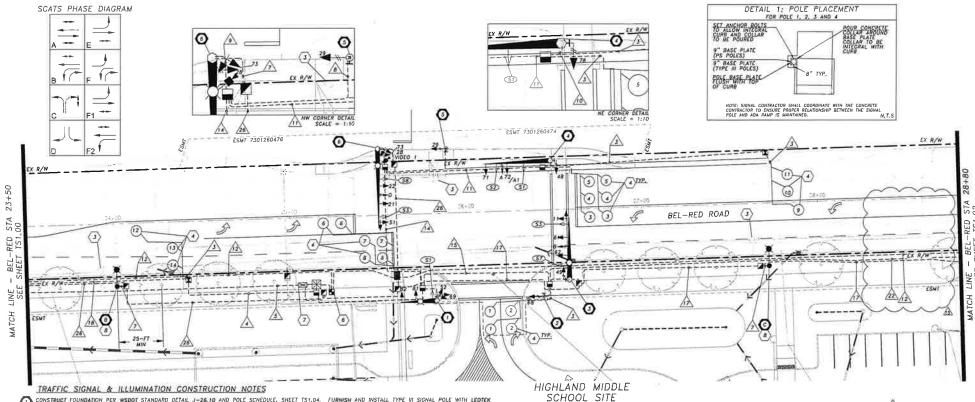
DATUM ZONTAL DATUM: NAD 83/91

VERTICAL DATUM: NAVD 88

ORIGINAL SHEET IS 24" x 36" convright 2018 all rights reserved



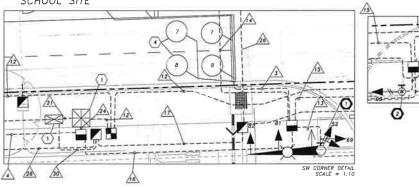


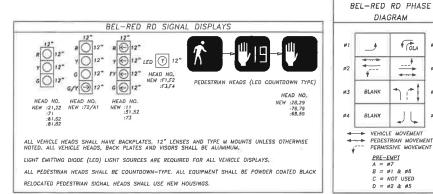


- CONSTRUCT FOUNDATION PER WSDOT STANDARD DETAIL J-26.10 AND POLE SCHEDULE, SHEET TS1.04. FURNISH AND INSTALL TYPE III SIGNAL POLE WITH LEDTEK GC2-960-WW-WW-2R-BK-750-PCR7-WL-SC 226W LED UNTURE, TWO (2) NEW VEHICULAR SIGNAL HEADS AND ONE NEW R3-5R SIGN ON MAST ARM. INSTALL ONE NEW VEHICLE SIGNAL HEAD, ONE NEW PEDESTRIAN SIGNAL HEAD AND ONE NEW APS PEDESTRIAN PUSHBUTTON ON POLE. PUSHBUTTON SHALL FACE NORTH, PARALLEL TO CROSSWALK. TYPE II POLE, ASSOCIATED EQUIPMENT, AND BACK OF SIGNS SHALL BE POWDER COATED BLACK.
- O CONSTRUCT FOUNDATION PER WSDOT STANDARD DETAIL J-21.10, AND POLE SCHEDULE, SHEET T51.04. FURNISH AND INSTALL TYPE PS POLE WITH ONE NEW PEDESTRIAN SIGNAL HEAD AND ONE NEW APS PEDESTRIAN PUSHBUTTON. PUSHBUTTON SHALL FACE NORTH, PARALLEL TO CROSSWALK. TYPE PS POLE AND ASSOCIATED EQUIPMENT SHALL BE POWDER CONTED BLACK.
- O CONSTRUCT FOUNDATION PER WSDOT STANDARD DETAIL J-25.10 AND POLE SCHEDULE, SHEET 151.04. FURNISH AND INSTALL TYPE II SIGNAL POLE WITH VEHICULAR SIGNAL HEADS, ONE NEW EMERGENCY VEHICLE PREEMPTON DETECTOR ONE NEW RS-8 MOD SIGN, AND ONE NEW STREET NAME SIGN ON MAST AN ONE NEW PEDESTRIAN SIGNAL HEAD AND ONE NEW APS PEDESTRIAN PUSHBUTTON ON POLE, PUSHBUTTON SHALL FACE EAST, PARALLEL TO CROSSWALK. TH ASSOCIATED EQUIPMENT, AND BACK OF SIGNS SHALL BE POWDER COATED BLACK. WITH TWO NEW ST ARM, INSTALL TYPE II POLE,
- O CONSTRUCT FOUNDATION PER WSDOT STANDARD DETAIL J-21.10 AND POLE SCHEDULE, SHEET TS1.04. FURNISH AND INSTALL TYPE PS POLE WITH ONE NEW PEOESTRIAN SIGNAL HEAD AND ONE NEW ARS PEOESTRIAN PUSHBUTTON. PUSHBUTTON SHALL FACE SOUTH, PARALLEL TO CROSSWALK. TYPE PS POLE AND ASSOCIATED EQUIPMENT SHALL BE POWDER COATED BLACK.
- CONSTRUCT FOUNDATION PER WSDOT STANDARD DETAIL J-26.10 AND POLE SCHEDULE. SHEET TS1.04. FURNISH AND INSTALL TYPE HI SIGNAL POLE WITH LEOTEK C2-96G-WV-WW-2R-EK-750-PCR7-WL-SC 226W LEO FIXIUR, THREE NEW VEHICULAR SIGNAL HEADS, ONE NEW EURRELWCY VEHICLE PRECEDIND DETECTOR, ONE NEW TYPELO ON FLASHING YILLOW SIGN ONE NEW WATS PUSH BUTTON ON POLE, PUSHBUTTON SHALL FACE SOUTH, PARALLEL TO CROSSWALK, TYPE HI POLE, ASSOCIATED EQUIPMENT, AND BACK OF SIGNS STANLE DE FOURDER COATED BACK.
- CONSTRUCT FOUNDATION PER WSDOT STANDARD DETAIL J-26,10 AND POLE SCHEDULE, SHEET TS1,04, FURNISH AND INSTALL TYPE III SIGNAL POLE WITH LEOTEK GC2-95G-WY-NW-ZR-BK-450-PCR7-WL-SC I30W LED FIXTURE, TWO NEW FLASHING IZ" YELLOW BEACONS AND ONE NEW "SCHOOL ZONE 20 MPH WHEN FLASHING IZ" SIGN ON MAST ARM. INSTALL ONE BULE MONGLATOR LIGHT ON THE BACK OF THE MAST ARM FOR POLICE ENFORCEMENT, INSTALL TWO NEW FLASHING IZ" YELLOW BEACONS AND ONE NEW "SCHOOL ZONE 20 MPH WHEN FLASHING" SIGN ON POLE, TYPE III POLE, ASSOCIATED EQUIPMENT, AND BACK OF SIGNS SHALL BE POWDER COATED BLACK. $\mathcal{O}_{\alpha\alpha}^{\alpha\alpha}$
- CONSTRUCT FOUNDATION PER WSDOT STANDARD DETAIL J-26.10 AND POLE SCHEDULE, SHEET TS1.04. FURNISH AND WSTALL TYPE HI SIGNAL POLE WITH LEOTEK GC2-960-WW-WH-2R-BW-50-PCR7-WL-SC 100W LEO HITURE, TWO NEW FLASHING 12" VELCOW BEACONS, ONE NEW "SCHOOL ZONE 20 MPH WHEN FLASHING" SIGN, AND ONE BLUE INDICATOR LIGHT ON THE BACK OF THE SIGN FOR POLICE ENFORCEMENT ON MAST ARM, INSTALL ONE NEW R9-3BL SIGN UNDER ONE NEW R3-9A SIGN AND ONE S5-2 SIGN ON POLE. TYPE HI POLE, ASSOCIATED EQUIMENT, AND BACK OF SIGNS SHALL BE POWDER COATED BLACK.
- O CONSTRUCT FOUNDATION PER WSDOT STANDARD DETAIL J-21.10 AND POLE SCHEDULE, SHEET TSI.04. FURNISH AND INSTALL ONE PELCO POLE WITH TWO NEW FLASHING [21] YELGW BEACOMS AND ONE NEW "SCHOOL ZONE 20 MPH WHEN FLASHING" SIGN ORBEHTED FOR WESTBOUND TRAFFIC, INSTALL ONE BLUE LIGHT INDICATOR, FOR POLCE ENTROPHENENT AND THE BACK SIGE OF THE POLCE. THE PELCE POLE, THE SCHOOL FOR FLASHING SIGN ORBEHTED FOR WESTBOUND TRAFFIC, INSTALL ONE BLUE LIGHT INDICATOR, FOR POLCE ENTROPHENENT AND THE BACK SIGE OF THE POLCE. THE PELCE POLE, THE PELCE POLE. THE PELCE POLE. THE PELCE
- CONSTRUCT FOUNDATION PER WSDOT STANDARD DETAIL J-21.10 AND POLE SCHEDULE, SHEET TS1.04. FURNISH AND INSTALL ONE PELCO POLE WITH TWO NEW FLASHING T2* YELGW BEAGONS, ONE "SCHOOL ZONE ZO MPH WHEN FLASHING" SIGN, AND ONE WIF-SPL SIGN FOR NORTHBOUND TRAFFIC, WIE-SPL SIGN SHALL BE INSTALLED BELOW SS-1 SIGN. THE PELCO POLE, ASSOCIATED EQUIPMENT, AND BACK OF SIGNS SHALL BE POWDER COATED BLACK.
- CONSTRUCT FOUNDATION PER CITY OF BELLEVUE DRAWING NUMBER SL-210-1, INSTALL DNE NEW TRAFFIC SIGNAL CONTROLLER CABINET AND ONE NEW SERVICE CABINET PER CITY OF BELLEVUE DRAWING NUMBERS SL-220-1, SL-230-1, SL-240-1, AND SL-250-1. THE NEW SPARE CONDUIT INTO NEW CONTROLLER FOR FUTURE INTERCONNECT BETWEEN HASH/BEL-RED RD AND RE 2014/BEL-RED RD, SEE INTERCONNECT SCHEMATIC, SHEET ISLO, CONTROLLER SHALL INCLOBE COUMPMENT FOR SCHOOL FLASHING BEACONS AND CLICK 650 CABINET INTERFACE FOR WAVETRONK SENSOR, CONTROLLER CABINET AND ASSOCIATED EQUIPMENT SHOULD BE DELIVERED TO THE CITY OF BELLEVUE SWEEKS IN ADVANCE FOR TESTING. COORDINATE WITH CITY ON SPECIFICATIONS.
- (2) REMOVE EXISTING SERVICE CABINET AND FOUNDATION, SEE DEMO PLAN, NEW SERVICE CABINET SHALL BE OPERATIONAL BEFORE SWITCH OVER CAN OCCUR, CONTRACTOR SHALL COORDINATE SERVICE SWITCH OVER WITH CITY AND PSE.
- (3) REMOVE EXISTING LUMINAIRE POLE AND FOUNDATION, FILL AND COMPACT VOID AS NEEDED
- 🕢 INSTALL LOOP DETECTOR PER CITY OF BELLEVUE DRAWING NUMBERS SL-290-1, SL-310-1 THROUGH SL-340-1 AND SCATS REQUIREMENTS
- INSTALL LOUP DETECTOR FER CITY OF BELLEVUE DRAWING NOMBERS SI-290-1, SL-310-1 INTERCEPT AND SL-30-1 AND SLAIS REDURMENTS.
 INSTALL LOUP DETECTOR FER CITY OF BELLEVUE CITY SHALL
 SHALE EXISTING FIBER TO NEW FIBER IN NEW JUNCTION BOX. CONTRACTOR SHALL COORDINATE SCHEDULING OF SPLICING WITH CITY, SCHOOL DISTRICT, AND KING COUNTY
 HETRO
 INSTALL NEW FIBER OPTIC VAULT FER CITY OF BELLEVUE STANDARD SL-190-1. INTERCEPT AND EXISTING CONDUIT AND CONDUCTORS TO NEW JUNCTION BOX.
- SERVICE POWER TO BE REQUITED FROM EXISTING TRANSFORMER, CONTRACTOR SMALL COORDINATE WITH PSE FOR SPECIFIC REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH PSE FOR SERVICE CABINET ELECTRICAL HOOK-UP, SHALL PREPARE/SUBWIT ALL APPLICABLE PERMITS, AND SHALL PASOCIATED FEES.

(B) INSTALL FOUNDATION PER CITY OF BELLEVUE DRAWING NUMBER SL-110-1, FURNISH AND INSTALL DAVIT POLE AND LUMINAIRE PER CITY OF BELLEVUE DRAWING NUMBER

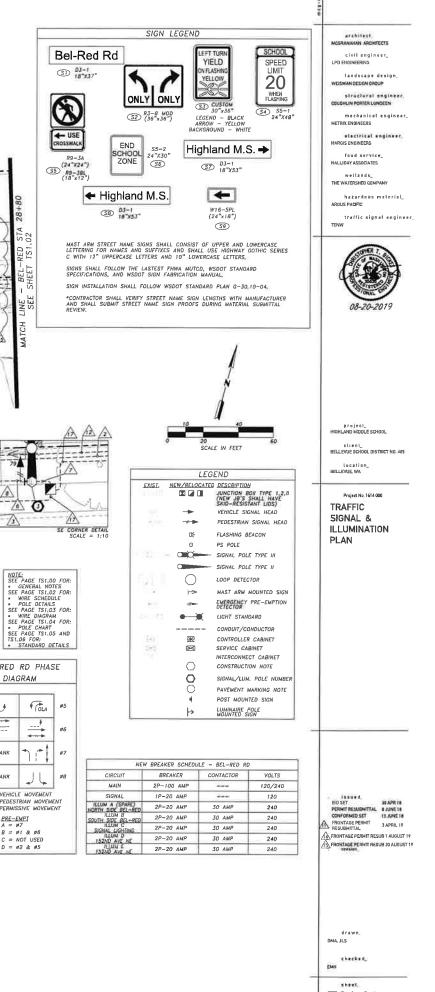
(9) EXISTING LUMINAIRE POLE TO REMAIN, REPLACE FIXTURE PER ILLUMINATION POLE SCHEDULE, SHEET TS1.00.





Ø

70 0



TS1.01

ATTACHMENT B INSURANCE REQUIREMENTS

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

A. Minimum Insurance

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

B. Self-Insured Retentions:

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

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

The District shall require contractors and subcontractors to provide coverage which complies with the requirements stated herein.