

**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, through its Department of Natural Resources and Parks, Parks and Recreation Division (hereinafter "Division"), and Eastrail Partners (hereinafter "EP") (singularly a "Party" and collectively, the "Parties").

**RECITALS**

- A. King County is a home rule charter county and political subdivision of the State of Washington, that along with other municipalities owns and/or operates Eastrail, a 42-mile regional trail serving the residents of King County;
- B. EP is a non-profit, community-based organization in good standing, that 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 Department of Natural Resources and Parks 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;

43 G. King County has agreed to provide a \$500,000 capital grant to EP towards the construction  
44 of the Connector; under the terms set forth in this Agreement.  
45  
46  
47

48 THEREFORE, in consideration of the mutual promises and commitments herein contained, the  
49 Parties do hereby agree as follows:  
50

- 51 1) TRAIL. The Trail is the Eastrail, a 42-mile regional trail jointly owned and operated by  
52 King County and multiple other municipalities.  
53
- 54 2) SITE. The Site is the location and all designated footprints necessary to construct the  
55 Connector (Exhibit A). The site is generally located on the north side of the Northup Way  
56 overcrossing of the Eastrail and extends to the south side of the I-405 overcrossing of the  
57 Eastrail. Per final design, some portions of the Connector and/or construction area or  
58 staging area may extend to parcels, easements, and other property interests not owned or  
59 controlled by King County. Additional permissions may be required per Section 12-G.  
60
- 61 3) CONNECTOR. Connector means the 520 Connector to be constructed by EP as depicted in  
62 the Site Map and Conceptual Design (Exhibit A).  
63
- 64 4) REPRESENTATIVES. All communications, notices, coordination, and other tenets of this  
65 Agreement shall be managed by:  
66

67 County Liaison is:  
68

69 Curt Warber  
70 Capital Project Manager  
71 King County Department of Natural Resources and Parks, Parks Division  
72 201 South Jackson St, Suite 500  
73 Seattle, WA 98104-3855  
74 Phone: (206) 263-9645  
75 Email: curt.warber@kingcounty.gov  
76

77 EP Liaison is:  
78

79 Katherine Hollis  
80 Executive Director  
81 Eastrail Partners  
82 12011 Bel-Red Road NE  
83 Suite 100  
84 Bellevue, WA 98005  
85 Phone: (425) 679-9595  
86 Email: katherine@eastrailpartners.org  
87

- 88 5) EFFECTIVE DATE: This Agreement shall be effective upon signature by both Parties  
89 (hereinafter “Effective Date”).  
90
- 91 6) TERM. The term (hereinafter “Term”) of this Agreement shall be 3 years from the Effective  
92 Date. This Agreement shall remain in effect until such time as it is modified or amended in  
93 writing or terminated as provided herein. King County and EP agree that final acceptance of  
94 the Connector by King County as provided by Section 11 shall trigger the mutually agreed  
95 upon termination of this agreement.  
96
- 97 7) STEWARD. EP must be a good steward of the Trail and Site. All approved construction  
98 activities and use shall be considerate to the greatest extent possible of the environmental,  
99 capital, and programmatic value of the Trail and Site. All construction, maintenance, and  
100 other modifications shall be coordinated with and approved by the County and shall strictly  
101 adhere to all applicable environmental laws and regulations at all times.  
102
- 103 8) CONDITION OF SITE. Subject to the limitations in Section 24, EP agrees to accept the Site  
104 in AS IS condition without any obligation on the part of the County to make any changes,  
105 improvements, or to incur any expenses whatsoever to prepare, repair, or alter the Site to  
106 facilitate EP’s construction of the Connector.  
107
- 108 9) PROPERTY RIGHTS AND RIGHT TO BUILD. It is acknowledged and understood by EP  
109 and the Division that portions of the Site may exist on parcels or right of ways that are owned  
110 by other jurisdictions or entities. EP and the Division will coordinate with all other  
111 jurisdictions and ownership interests to obtain permissions and necessary control of the Site  
112 during construction. Both Parties understand and agree that if the Parties do not obtain  
113 necessary permission allowing for construction, operation, and maintenance of the  
114 Connector, the Parties are relieved of all obligations to construct, operate, or maintain the  
115 Connector. King County will defend any claims challenging the County’s right to build the  
116 Project and will indemnify EP for any costs or liability incurred by EP arising out of claims  
117 that the Project impaired third party property rights.  
118
- 119 10) RAILBANKING SITE. The Parties understand, acknowledge, and agree that the Eastrail  
120 corridor is part of an interstate freight rail corridor that has been "railbanked" subject to  
121 interim trail use under the National Trails System Act, also known as the Rails-to-Trails Act  
122 (16 U.S.C. §1247(d) and 49 C.F.R. §1152.29). As a result of the Eastrail corridor’s  
123 railbanked status, interstate freight rail service may be reactivated over the corridor, which in  
124 turn may result in the demolition, destruction, removal, or relocation of any improvements  
125 associated with construction of the Connector that EP may make to the corridor. EP  
126 understands, acknowledges, and agrees that if interstate freight rail service is reactivated,  
127 then King County may be required to demolish, remove, or relocate the improvements  
128 associated with the construction of the Connector. EP also agrees that construction and  
129 design of the Connector should comply with the railbanking obligations imposed through  
130 Section 8(d) of the National Trail Systems Act (16 U.S.C. §1247(d) and 49 C.F.R. §1152.29).  
131
- 132 11) CAPITAL IMPROVEMENT GRANT. EP shall receive a capital grant in the amount of  
133 \$500,000 to be used as the contingency for the design and construction of the Connector per  
134 the agreed upon scope (Exhibit A Site Map and Project Scope). Grant funds shall be

135       disbursed in accordance with Project Milestones and Grant Disbursal (Exhibit B).  
136       Documentation for all grant expenses must be provided to the Division.

137  
138 12) PROJECT COSTS. Project Costs include all costs incurred by EP related to the design and  
139       construction of the Connector under this Agreement, EP's insurance-related costs for the  
140       procurement of required insurance under Section 25, and a 10 percent administrative charge  
141       payable to EP for managing the design, development, and construction of the Project. EP  
142       shall receive no compensation for the time and expertise contributed to the Project by EP  
143       Board members and their companies.

144  
145 13) METROPOLITAN KING COUNTY COUNCIL APPROPRIATION CONTINGENCY.  
146       The County's performance under this Agreement beyond the current appropriation is  
147       contingent on the future appropriation by the Metropolitan King County Council of sufficient  
148       funds to carry out the County's obligations under this Agreement.

149  
150 14) PROJECT BUDGET. The Project Budget is \$2.5 million, comprised of \$2.0 million in  
151       private financial contributions to EP and \$500,000 from the Capital Improvement Grant  
152       referenced in Section 11. EP will not be responsible for any Project Costs that exceed the  
153       Project Budget. Under no circumstances will EP be required to meet Project Costs from EP  
154       resources other than the dedicated funds described above. EP shall preserve adequate Project  
155       Budget to maintain sufficient insurance coverage, as required under Section 25, for the  
156       duration of the Project. If final Project Costs exceed funding available the Division shall  
157       work with EP to determine options which may include reducing the scope of the project,  
158       providing additional King County funding per Section 13, cancelling the project, or other  
159       options agreeable to the Parties. It is also acknowledged that construction timelines may be  
160       impacted by the resolution of any funding shortages.

161  
162 15) DESIGN AND CONSTRUCTION. EP will serve as the supervisory not-for-profit  
163       corporation for development and construction of the Connector. EP shall design, develop,  
164       and construct the mutually agreed upon Connector in accordance with all applicable  
165       design(s), timelines, restrictions, environmental considerations, permitting determinations,  
166       mitigations, and all other requirements in coordination with the Division, including  
167       adherence to standards of the American Association of State Highway and Transportation Officials  
168       ("AASHTO"), Americans with Disabilities Act ("ADA"), Washington State Department of  
169       Transportation ("WSDOT") guidance, and the railbanking obligations imposed through Section 8(d)  
170       of the National Trail Systems Act (16 U.S.C. §1247(d) and 49 C.F.R. §1152.29). EP understands,  
171       acknowledges, and agrees that it may not undertake or commence any construction activities  
172       on the Site until EP has submitted a final Project Cost estimate to the County and the County  
173       has issued a Notice To Proceed as provided in Section 15(F).

174  
175       A. PROJECT MANAGEMENT. EP and the Division agree to adhere to all project  
176       management requirements mutually agreed to between EP, the Division, and other  
177       applicable jurisdictions or parties in accordance with the Project Milestones for Grant  
178       Disbursal (Exhibit B) and Project Management Plan (Exhibit C).

179       B. COORDINATION. The Division agrees to coordinate with EP and all applicable  
180       jurisdictions or other parties on the design, permitting, and construction of the

- 181 Connector in accordance with the Project Milestones for Grant Disbursal (Exhibit B)  
182 and Project Management Plan (Exhibit C).
- 183 C. PERMITS. The Division shall serve as the permit holder for all major applicable  
184 permits including but not limited to clearing and grading permits, critical area permits,  
185 building permits or any other permits requiring design review or landowner  
186 permissions. The Division will authorize EP to serve as an authorized agent of the  
187 County for all relevant permit application and issuance processes with all the  
188 applicable permitting jurisdictions. The Division will also coordinate with and  
189 provide necessary support to EP and its contractors for any smaller permits or  
190 temporary permits required during construction.
- 191 D. PUBLIC OUTREACH. EP agrees to coordinate with the Division on all public  
192 outreach related to the design, permitting, and construction of the Connector. Public  
193 outreach includes all print, broadcast, and other traditional media, all social media,  
194 websites, blogs, community meetings, surveys, news releases, print mailings, or any  
195 other communication with the public, elected officials, staff, and other interested  
196 parties about the design, permitting, or construction of the Connector. The Division  
197 agrees to provide public outreach support when and where available from the  
198 Division's communication and public outreach resources.
- 199 E. DESIGN REVIEW. EP will retain a licensed architect and/or licensed professional  
200 engineers, registered in the State of Washington, who will prepare a design for the  
201 Connector to be approved by the Division. EP is required to timely submit plan sets  
202 for review and approval by the Division at 30 percent, 60 percent, and 90 percent  
203 completion. The plans shall be consistent with the established Division design  
204 standards and all applicable permitting requirements. The Division shall timely  
205 review the design plans for the Connector and reserves the right to approve or reject  
206 the final design of the Connector. Division approval shall be provided in writing.  
207 The most current Division reviewed, and approved design progress set shall be  
208 attached, incorporated herein and shall be considered a part of this Agreement (Exhibit  
209 D).
- 210 F. NOTICE TO PROCEED. EP shall not begin construction until EP has obtained all  
211 relevant permits and other permissions and submitted to the Division a final Project  
212 Cost estimate and a final project construction schedule and the Division has issued a  
213 formal notice to proceed in accordance with Project Milestones for Grant Disbursal  
214 (Exhibit B) and Project Management Plan (Exhibit C). Permit appeals if any will be  
215 staffed and managed by the County. EP will follow the Division's direction on  
216 whether to defer or suspend construction during the pendency of a permit appeal.
- 217 G. EP PERMISSIONS AND POSSESSION DURING CONSTRUCTION. King County  
218 shall coordinate with all landowners, property interest holders, and/or jurisdictions to  
219 ensure that EP receives necessary access, control, and use of the Site during  
220 construction of the Connector. It is acknowledged and understood by EP and the  
221 Division that portions of the Site may exist on parcels or right of ways that are owned  
222 by other jurisdictions or entities. It is acknowledged and understood by EP and the  
223 Division that construction cannot proceed without all necessary control, use, access,  
224 and other permissions from landowners and other property interests within the Site,

225 and that if such permissions cannot be obtained the Parties are relieved of their  
226 obligations to construct, operate or maintain the Connector.

227 H. CONSTRUCTION DEADLINES. It is anticipated that EP will complete the  
228 development and construction of the Connector in accordance with the final project  
229 construction schedule approved by the Division as provided in Section 15(F).

230 I. CONSTRUCTION/SITE WORK/FENCING. EP will require its general contractor to  
231 be solely responsible for the site work, required permits, and grading at the Connector  
232 and Site. The general contractor will ensure the work area is properly barricaded and  
233 will ensure that signage is installed directing unauthorized persons not to enter onto  
234 the construction site during any phase of development or construction. Unless  
235 otherwise agreed by the Parties in writing, fencing will be placed around work areas.  
236 In addition, construction sites will be kept clean and organized during development  
237 periods. EP's general contractor will be responsible for site security, traffic, and  
238 pedestrian warnings at the Site during the development and construction phases.

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

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

- 247
- 248 i. Completed set of construction plans, drawings, specifications, and related design  
249 documents for the Connector construction project:
- 250 ii. Preconstruction meeting with EP and its general contractor when all permits and  
251 approvals have been obtained;
- 252 iii. Site preparation complete; and
- 253 iv. Weekly construction meetings.
- 254

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

259 K. SUBSTANTIAL COMPLETION. When EP considers all work associated with the  
260 Connector to be substantially complete, EP shall give written notice to the Division.  
261 Division will promptly inspect the work and, if it does not agree that the work is  
262 substantially complete, the Division will prepare a list of items to be completed or  
263 corrected (hereinafter "Punch List"). EP's general contractor shall promptly complete  
264 or correct all Punch List items at no cost to the County. For purposes of this  
265 Agreement, "substantially complete" means that:  
266

- 267 i. EP and the Division have full and unrestricted use and benefit of the Connector  
 268 for the purpose intended;  
 269 ii. All the systems and parts of the Connector are functional;  
 270 iii. Only minor incidental work or correction or repair remains to complete all  
 271 Connector construction requirements; and  
 272 iv. EP's general contractor and/or subcontractor(s) have provided all occupancy  
 273 permits and easement releases, to the extent that any are required or applicable.

274 L. PROJECT COMPLETION. Project Completion signifies that construction is finished  
 275 in accordance with the contract documents. This means that the Punch List has been  
 276 completed, as certified by the project engineer and Division. In addition, all onsite  
 277 tasks have been completed and administrative submittals, lien releases, warranties,  
 278 close-out documentation, manuals, as-builts, etc., have been turned over to the  
 279 Division and verified for completeness.

280 M. FINAL ACCEPTANCE. Final Acceptance is the Division's acceptance of the  
 281 Connector from EP after the entire work is completed, tested, and inspected in  
 282 accordance with the contract requirements.

283 N. RECORD DOCUMENTS. EP will require its general contractor to submit record  
 284 drawings, shop drawings, cut sheets, material certifications, copies of permits, cultural  
 285 resources clearance, and all project records. Division shall keep record documents in a  
 286 central location, so they are accessible. Electronic versions of record documents shall  
 287 be retained by the Division's Capital Improvement Program or Operations Section.

288 O. WARRANTIES. With respect to all warranties, express or implied, for work  
 289 performed or materials supplied in connection with the Connector, EP shall include the  
 290 following terms in its contract with the general contractor:

- 291  
 292 i. If, within an applicable warranty period, any part of the Connector or work  
 293 performed to construct the Connector is found not to conform to specifications,  
 294 permit requirements, or industry standards, the general contractor shall correct it  
 295 promptly after receipt of written notice from the Division to do so.  
 296

297 If the Division determines that the general contractor's corrective action is not  
 298 satisfactory and/or timely performed, then the Division may either correct the  
 299 problem itself or procure the necessary services, recommendations, or guidance  
 300 from a third party, and invoice the general contractor for the cost to remedy the  
 301 problem.  
 302

303 The general contractor shall promptly reimburse the Division for all costs,  
 304 expenses, or damages incurred by the Division, including but not limited to the  
 305 cost to remedy the problem. An invoice is deemed received by the general  
 306 contractor three (3) days after deposit in the U.S. mail with proper address and  
 307 postage. Invoices must be paid by the general contractor within thirty (30) days  
 308 of invoice due date. Any invoice outstanding ninety (90) days is past due and  
 309 payment must be remitted within ten (10) days or account will be turned over to  
 310 collections.

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

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

325           Q. DEVELOPMENT AND CONSTRUCTION FEES AND EXPENSES. Subject to the  
 326           limitations in Section 14, EP will be responsible to obtain and pay for all necessary  
 327           permits, fees, and expenses associated with the development and construction of the  
 328           Connector. All such expenses are Project Costs.

329   16) PUBLIC WORKS LAWS. To the extent applicable, EP will require that its general  
 330   contractor comply with all applicable public works laws, regulations, and ordinances related to  
 331   prevailing wages pursuant to the Revised Code of Washington (see RCW 39.12), retainage (see  
 332   RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and  
 333   competitive bidding (see RCW 36.32 and RCW 35.31.278).  
 334

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

347   King County will defend any claims challenging the applicability to the Project of RCW  
 348   35.31.278 and will indemnify EP for any costs or liability incurred by EP arising out of claims  
 349   that the Project is subject to competitive bidding laws.  
 350

351  
 352   17) MAINTENANCE BY THE DIVISION. Upon Final Acceptance King County will maintain  
 353   the Site and the Connector consistent with existing Division maintenance policies for  
 354   Eastrail. All costs of maintenance and operations activities designated to the Division will be  
 355   the responsibility of the Division.

- 356  
357 18) NON-DISCRIMINATION. No person shall be denied, or subjected to discrimination in  
358 receipt of the benefit of any services, activities, or employment made possible by or resulting  
359 from this Agreement on the grounds of sex, race, color, marital status, national origin,  
360 religious affiliation, disability, sexual orientation, gender identity or expression or age except  
361 minimum age and retirement provisions, unless based upon a bona fide occupational  
362 qualification. EP agrees to comply with KCC chapters 12.16 (discrimination in  
363 employment), 12.17 (discrimination in contracting), and 12.18 (fair employment practices),  
364 together with any and all other applicable laws regarding nondiscrimination.  
365
- 366 19) SIGNS. No sign, advertisement, notice, or other lettering will be exhibited, inscribed,  
367 painted, or affixed by EP nor allowed by EP to be exhibited, inscribed painted, or affixed on  
368 any part of the Connector without the prior written consent of the County. All new  
369 Connector, Site, and/or Division signs shall follow the County Sign System Guide and shall  
370 be manufactured and installed by the County, unless EP receives prior written consent of the  
371 County to do otherwise. Written consent shall be requested through the County Liaison. If  
372 EP violates this provision, the County may remove the sign without any liability and may  
373 charge the expense incurred by such removal to the EP. All signs erected or installed  
374 pursuant to the County's prior written consent shall also comply with any applicable federal,  
375 state, or local statutes, ordinances, or regulations. The County's consent to a sign is no  
376 guarantee that the sign complies with such statutes, ordinances, or regulations.  
377
- 378 20) ASSIGNMENT. EP may not assign this Agreement or any interest therein, without the  
379 County's prior consent.  
380
- 381 21) OWNER. The County shall retain ownership of the Site and the Connector therein, including  
382 all restoration, permanent fixtures, and County-purchased equipment. The County's  
383 ownership of the Site and Connector shall not relieve, in any way, EP from its operation and  
384 maintenance responsibilities under this Agreement.  
385
- 386 22) LIENS. EP agrees, subject to the limitations in Section 14 and the applicable insurance  
387 coverage set forth in Section 25, that it will not permit or allow to remain undischarged any  
388 lien for labor or materials against the Connector which arises as a result of contracts for  
389 services or materials entered into by EP.  
390
- 391 23) COMPLIANCE WITH ALL LAWS AND REGULATIONS. During construction of the  
392 Connector, EP and its contractors will comply with all applicable laws, ordinances, and  
393 regulations from any and all authorities having jurisdiction. Subject to the limitations in  
394 Section 14, EP specifically agrees to comply and pay all costs associated with achieving such  
395 compliance by EP or its contractors, without any notice or requirements from the County,  
396 and EP further agrees that the County does not waive this section by giving notice of demand  
397 for compliance in any instance. EP require that its general contractor indemnify and defend  
398 the County if the County is sued or made the subject of an administrative investigation or  
399 hearing for a violation by the general contractor or its subcontractors of such laws related to  
400 this Agreement.  
401

402 24) HAZARDOUS SUBSTANCES. EP shall not, without first obtaining the County's written  
403 approval, release or dispose of any hazardous substances, petroleum products, sewage,  
404 medicinal, bacteriological, or toxic materials, or pollutants, on or at the Connector or Site.  
405 Nothing in this section shall prohibit EP's contractors from receiving, storing and dispensing  
406 motor vehicle and equipment fuel on the Site, as required for construction activities. All  
407 approved application, storage, deposit, transportation, release and disposal shall be done  
408 safely and in compliance with applicable laws. The Division shall be responsible for  
409 management of any pre-existing hazardous substances discovered on the Connector site.

410  
411 25) INSURANCE REQUIREMENTS  
412

413 A. EP INSURANCE. EP shall procure and maintain, as Project Costs, for the duration  
414 of this contract, the following minimum scope, and limits of insurance. Nothing  
415 contained within these insurance requirements shall be deemed to limit the scope,  
416 application, and/or limits of the coverage afforded by said policies, which coverage  
417 will apply to each insured to the full extent provided by the terms and conditions of  
418 the policy(s). Nothing contained in this provision shall affect and/or alter the  
419 application of any other provision contained with this Agreement. EP shall assess its  
420 own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or  
421 broader coverage.  
422

423 i. Commercial General Liability insurance against claims for injuries to persons or  
424 damages to property, which may arise from or in connection with EP's operations  
425 or use of the Site or Connector. Such insurance shall be as broad as that provided  
426 by Commercial General Liability "occurrence" form CG0001, or current edition,  
427 and must include coverage for Products – Completed Operations. The insurance  
428 limits shall be no less than One Million Dollars (\$1,000,000) per occurrence, and  
429 Two Million Dollars (\$2,000,000) aggregate limit.  
430

431 ii. Automobile Liability: If the use of a vehicle is required, then EP must maintain  
432 Automobile Liability insurance with minimum limits of One Million Dollars  
433 (\$1,000,000) Combined Single Limit per accident for Bodily Injury and Property  
434 Damage Insurance Services Office form number (CA 00 01) covering Business  
435 Auto Coverage, Symbol 1 "any auto"; or the appropriate coverage provided by  
436 Symbols 2, 7, 8, or 9.  
437

438 iii. Workers Compensation: If EP has employees, Statutory  
439 requirements of the State of Residency as well as any similar  
440 coverage required for this work by applicable Federal or "other  
441 States" State Law.  
442

443 iv. Employer's Liability or "Stop Gap": If EP has employees, EP shall maintain  
444 coverage in the amount of One Million Dollars (\$1,000,000) each occurrence  
445 shall be at least as broad as the protection provided by the Workers Compensation  
446 policy Party 2 (Employers Liability) or, in states with monopolistic state funds,

447 the protection provided by the “Stop Gap” endorsement to the general liability  
448 policy.

- 449
- 450 B. MINIMUM LIMITS OF INSURANCE – CONSTRUCTION PERIOD. Prior to  
451 commencement of construction and until construction is complete and approved by  
452 EP and the County, EP shall cause the general contractor and related professionals to  
453 procure and maintain insurance against claims for injuries to persons or damages to  
454 property which may arise from, or in connection with, the activities related to this  
455 Agreement. EP and the County, its officers, officials, agents, and employees shall be  
456 named as additional insured, for full policy limits, on liability policies, except  
457 Workers’ Compensation and Professional Liability.  
458 , any deductibles and/or self-insured retentions shall not limit or apply to EP, its  
459 contractor’s and/or subcontractor’s liability to the County and the cost of such  
460 insurance and any deductibles shall be paid by EP and/or any of EP’s contractors  
461 and/or subcontractors. EP shall cause its consultants, contractors and/or  
462 subcontractors to maintain insurance with limits no less than the following:  
463
- 464 i. Commercial General Liability: \$2,000,000 per occurrence and \$4,000,000 in the  
465 aggregate for bodily injury, personal and advertising injury and property damage.  
466 Coverage shall be at least as broad as that afforded under ISO form number CG  
467 00 01 current edition, or its substantive equivalent. Such insurance shall include  
468 coverage for, but not limited to premises liability, products and completed  
469 operations, ongoing operations, and contractual liability. Limits may be satisfied  
470 by a single primary limit or by a combination of separate primary and umbrella or  
471 excess liability policies, provided that coverage under the latter shall be at least as  
472 broad as that afforded under the primary policy and satisfy all other requirements  
473 applicable to liability insurance including but not limited to additional insured  
474 status for the County.  
475
  - 476 ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily  
477 injury and property damage covering Business Auto Coverage, Symbol 1 “any  
478 auto”; or the appropriate coverage provided by Symbols 2, 7, 8, or 9.  
479
  - 480 iii. Workers’ Compensation: Statutory requirements of the state of residency.  
481
  - 482 iv. Employers Liability or “Stop Gap”: \$1,000,000 each occurrence.  
483
  - 484 v. Professional Liability, Errors & Omissions: EP must require its professional  
485 service providers to maintain Professional Liability, Errors & Omissions  
486 insurance in an amount no less than \$1,000,000 per claim and in the aggregate.  
487
  - 488 vi. Builder's Risk/Installation Floater: EP, its contractor and/or subcontractor shall  
489 procure and maintain during the life of the Agreement, or until acceptance of the  
490 project by the County, whichever is longer, “All Risk” Builders Risk or  
491 Installation Floater Insurance at least as broad as ISO form number CP0020  
492 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss –

493 Special Form) including coverage for collapse and theft. The coverage shall  
494 insure for direct physical loss to property of the entire construction project, for  
495 100 percent of the replacement value thereof and include earthquake and flood.  
496 The policy shall be endorsed to cover the interests, as they may appear, of the  
497 County and include the County as a Named Insured. In the event of a loss to any  
498 or all of the work and/or materials therein and/or to be provided at any time prior  
499 to the final close-out of the Agreement and acceptance of the project by the  
500 County, EP or its contractor and/or subcontractors shall promptly reconstruct,  
501 repair, replace or restore all work and/or materials so destroyed. Nothing herein  
502 provided for shall in any way excuse EP or its surety from the obligation of  
503 furnishing all the required materials and completing the work in full compliance  
504 with the terms of the Agreement.  
505

- 506 C. SUBCONTRACTORS. EP will require its contractor during the Design and  
507 Construction Phase to include all subcontractors as insured under its policies, or,  
508 alternatively, the contractor may rely on insurance provided by one or more  
509 subcontractors to meet the requirements of this section. As evidence of compliance,  
510 the contractor will furnish separate certificates and policy endorsements for each such  
511 subcontractor corresponding to the insurance that such subcontractor will be  
512 providing. Any insurance provided by subcontractors must include the County, its  
513 officers, officials, agents and employees and the construction contractor as additional  
514 insured, for full policy limits on all liability policies, except Professional  
515 Liability/Errors & Omissions and Workers' Compensation.  
516
- 517 D. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles and/or  
518 self-insured retentions of the policies shall not apply to EP's liability to the County  
519 and shall be the sole responsibility of EP or its contractor.  
520
- 521 E. OTHER INSURANCE PROVISIONS. The required liability insurance policies in  
522 this Agreement are to contain, or be endorsed to contain, the following provisions:  
523
- 524 i. All Liability Policies (except Professional Liability, Errors & Omissions and  
525 Workers Compensation):  
526
    - 527 a. Name "The County, its officers, officials, agents and employees" as  
528 additional insured, for full coverage and policy limits, with respect to  
529 liability arising out of activities performed by or on behalf of EP  
530 toward design and construction of the Connector as outlined in this  
531 Agreement. Such additional insured status shall include Products-  
532 Completed Operations;  
533
    - 534 b. Such coverage shall be primary and non-contributory as respects the  
535 County; and  
536

- 537 c. State that EP's contractor's and subcontractor's insurance shall apply  
 538 separately to each insured against whom claim is made or suit is brought  
 539 except with respect to the limits of the insurer's liability.  
 540
- 541 ii. All Policies: Coverage shall not be suspended, voided, canceled, reduced in  
 542 coverage or in limits, except by the reduction of the applicable aggregate limit by  
 543 claims paid, until after 45 days prior written notice has been given to the County.  
 544 In the event of said cancellation or intent not to renew, EP shall obtain and furnish  
 545 to the County evidence of replacement insurance policies meeting the  
 546 requirements of this Section by the cancellation date. Failure to provide proof of  
 547 insurance could result in suspension of the Agreement.  
 548
- 549 iii. Acceptability of Insurers: The insurance provider must be licensed to do business  
 550 in the State of Washington and have an AM Best's rating of A-VIII or, if not rated  
 551 with AM Bests, with minimum surpluses the equivalent of AM Bests' surplus size  
 552 VIII. Professional Liability, Errors & Omissions insurance may be placed with  
 553 insurers with an AM Bests' rating of B+ VII. Any exception must be approved  
 554 by the Division.  
 555
- 556 iv. Verification of Coverage: On or before the date this Agreement is executed, EP  
 557 shall provide the County with EP's and its contractor's Certificates of Insurance  
 558 and required policy endorsements. The certificates and endorsements for each  
 559 insurance policy are to be signed by a person authorized by that insurer to bind  
 560 coverage on its behalf. The County reserves the right to require complete,  
 561 certified copies of all required insurance policies at any time.  
 562  
 563

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

568 27) EP shall contractually require its contractors and consultants to protect, indemnify, and save  
 569 harmless the County, its officers, officials, agents, and employees from and against any and  
 570 all claims, costs, expenses, and/or losses of whatsoever kind occurring, arising out of or  
 571 resulting from (1) EP's contractors or consultants failure to pay any such compensation,  
 572 wages, benefits, or taxes, and/or (2) design, work, services, materials, or supplies performed  
 573 or provided by the contractor or consultant's employees, agents, subcontractors, or suppliers  
 574 in connection with or support of the performance of this Agreement.  
 575

576 Subject to the limitations in Section 14, and the insurance coverage described in Section 25.  
 577 EP agrees that it is financially responsible for and will repay the County all indicated  
 578 amounts following an audit exception which occurs due to the negligence, intentional act,  
 579 and/or failure, for any reason, to comply with the terms of this Agreement by EP, its officers,  
 580 employees, agents, representatives, contractors, or subcontractors. This duty to repay the  
 581 County shall not be diminished or extinguished by the expiration or prior termination of the  
 582 Agreement.  
 583

584 EP shall contractually require its contractors and consultants to protect, defend, indemnify  
 585 and hold harmless King County, its elected and appointed officials, officers, employees, and  
 586 agents from and against liability for any claims (including all demands, suits, and judgments)  
 587 for damages arising out of injury to persons or damage to property where such injury or  
 588 damage is caused by, arises out of, or is incident to the Contractor or Consultant's work. EP  
 589 shall contractually require of its contractors and consultants that the obligations under this  
 590 section shall include, but not be limited to:

- 591 A. The duty to promptly accept tender of defense and provide defense to the County  
 592 at the contractor's or consultant's own expense;
- 593
- 594 B. Indemnification of claims, including those made by contractor's or consultant's  
 595 own employees and/or agents;
- 596
- 597 C. In the event it is determined that RCW 4.24.115 applies to this Agreement, EP  
 598 will require its contractors and consultants to defend, hold harmless, and  
 599 indemnify King County to the maximum extent permitted thereunder, and  
 600 specifically for the contractors or consultants negligence concurrent with that of  
 601 King County to the full extent of contractor's or consultant's negligence;
- 602
- 603 D. EP will require its contractors and consultants, by mutual negotiation, to expressly  
 604 waive, as respects King County only, its statutory immunity under the industrial  
 605 insurance provisions of Title 51 RCW;
- 606
- 607 E. In the event the County incurs any judgment, award and/or cost arising from this  
 608 Agreement including reasonable attorney's fees to enforce the provisions of this  
 609 article, all such fees, expenses, and costs shall be recoverable from EP's  
 610 contractors or consultants; and
- 611
- 612 F. EP shall require its contractors and consultants to protect, defend, indemnify, and  
 613 hold harmless King County, its officers, officials, employees and agents from any  
 614 and all costs, claims, judgments, and/or awards of damages arising out of, or in  
 615 any way resulting from the performance or non-performance of the obligations  
 616 under this agreement by EP's contractors, subcontractors, or the officers,  
 617 employees, and/or agents of such contractors, and/or subcontractors in connection  
 618 with or in support of this Contract.

619

620

621 28) DISPUTE RESOLUTION: The Parties shall work collaboratively to resolve disputes and  
 622 issues arising out of, or related to, this Agreement. Disagreements shall be resolved  
 623 promptly and at the lowest level of hierarchy. To this end, following the dispute resolution  
 624 process in Sections 24.A through 24.D shall be a prerequisite to the filing of litigation  
 625 concerning any dispute between the Parties:

- 626
- 627 A. The Representatives/liaisons designated in Section 4 of this Agreement shall use  
 628 their best efforts to resolve disputes and issues arising out of, or related to, this  
 629 Agreement. The Representatives shall communicate regularly to discuss the

630 status of the tasks to be performed hereunder and to resolve any disputes or issues  
 631 related to the successful performance of this Agreement. The Representatives  
 632 shall cooperate in providing staff support to facilitate the performance of this  
 633 Agreement and the resolution of any disputes or issues arising during the term of  
 634 this Agreement.

635  
 636 B. A Party's Representative shall notify the other Party in writing of any dispute or  
 637 issue that the Representative believes may require formal resolution according to  
 638 Section 24.4. The Representatives shall meet within five (5) working days of  
 639 receiving the written notice and attempt to resolve the dispute.

640  
 641 C. In the event the Representatives cannot resolve the dispute or issue, the Director  
 642 of the County's Department of Natural Resources and Parks and EP's  
 643 Representative and Board President, or their respective designees, shall meet and  
 644 engage in good faith negotiations to resolve the dispute.

645  
 646 D. In the event the Director of the County's Department of Natural Resources and  
 647 Parks and EP's Representative and Board President, or their respective designees,  
 648 cannot resolve the dispute or issue, the County and EP shall each appoint a  
 649 member to a disputes board. These two members shall then select a third member  
 650 not affiliated with either Party. The three-member board shall conduct a dispute  
 651 resolution hearing that shall be informal and unrecorded. All expenses for the  
 652 third member of the dispute board shall be shared equally by both Parties;  
 653 however, each Party shall be responsible for its own costs and fees.

654  
 655 29) WAIVER OF BREACH. Waiver of breach of any provision of this Agreement shall not be  
 656 deemed to be a waiver of any other or subsequent breach and shall not be construed to be a  
 657 modification of the terms of the Agreement unless stated to be such through written approval  
 658 by the parties, which shall be attached to the original Agreement. Waiver of any default shall  
 659 not be deemed to be a waiver of any subsequent defaults.

660  
 661 30) EXHIBITS.

- 662 A. Site Map and Project Scope
- 663 B. Project Milestones for Grant Disbursal
- 664 C. Project Management Plan
- 665 D. Current / Updated Design Documents

666  
 667 31) ADDITIONAL TERMS. The Division reserves the right to set additional terms as  
 668 unforeseen conditions may warrant. The Division must submit to EP a written addendum to  
 669 this contract of the additional terms for EP to approve in writing. EP shall not unreasonably  
 670 withhold its approval.

671  
 672 32) RIGHT TO INSPECT. The Division at its discretion reserves the right to review and  
 673 approve the performance of EP with regard to this Agreement. If the Division does not  
 674 approve of the aforementioned performance, it will give EP written notification of  
 675 unacceptable performance. EP will then agree to take corrective action within a reasonable

676 period of time, as defined by the Division in the aforementioned written notification. If EP  
677 fails to take corrective action acceptable to the Division within a reasonable period of time,  
678 the Division reserves the right to do the work itself, or through a third-party, and EP shall be  
679 responsible for the cost.

680  
681 33) TERMINATION WITHOUT CAUSE. The Division or EP may terminate this Agreement  
682 without cause at any time by providing 30 days written notice to the other party.

683  
684 34) OTHER TERMINATION. The performance of this Agreement by either Party is subject to  
685 acts of God, war, government regulation or advisory, disasters, fire, accidents or other  
686 casualty, strikes or threat of strikes, civil disorder, acts and/or threats of terrorism, or  
687 curtailment of transportation services or facilities, cost or availability of power, or similar  
688 causes beyond the control of either Party making it illegal, impossible, or impracticable to  
689 hold, reschedule, or relocate the Project as contemplated herein. Either Party may terminate  
690 or suspend its obligations under this Agreement if such obligations are prevented by any of  
691 the above events to the extent such events are beyond the reasonable control of the Party  
692 whose reasonable performance is prevented.

693  
694 35) SURRENDER. Within 30 days of the time this Agreement's expiration or termination,  
695 whichever is earlier, EP, shall, at the request of the Division, remove any and all of its  
696 portable improvements made at the Site and make such repairs or restoration as may be  
697 necessary to put the Connector into as good or better condition that it was at the beginning of  
698 the Term. Any non-portable fixtures or improvements shall inure to the benefit of the  
699 Division and shall remain at the Site.

700  
701 36) NO EMPLOYMENT RELATIONSHIP. In providing services under this Agreement, the EP  
702 is an independent contractor, and neither it nor its officers, agents, employees, or  
703 subcontractors are employees of the Division for any purpose. EP shall be responsible for all  
704 federal and/or state tax, industrial insurance, and Social Security liability that may result  
705 from the performance of and compensation for these services and shall make no claim of  
706 career service or civil service rights which may accrue to a Division employee under state or  
707 local law. The Division assumes no responsibility for the payment of any compensation,  
708 wages, benefits, or taxes by, or on behalf of the EP, its employees, subcontractors and/or  
709 others by reason of this Agreement.

710  
711 37) NO PARTNERSHIP. Nothing in this Agreement shall make, or be deemed to make, either  
712 the Division or EP a legal entity partner of the other, and this Agreement shall not be  
713 construed as creating a partnership or joint venture.

714  
715 38) NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement shall create any legal  
716 right, obligation, or cause of action in any person or entity not a party to it.

717  
718 39) HEADINGS NOT PART OF AGREEMENT. The headings in this Agreement are for  
719 convenience only and shall not be deemed to expand, limit, or otherwise affect the  
720 substantive terms of this Agreement.

721

722 40) ENTIRE AGREEMENT. This Agreement and any and all exhibits expressly incorporated  
723 herein by reference and attached hereto shall constitute the whole agreement between the  
724 Division and EP. There are no terms, obligations, allowances, covenants, or conditions other  
725 than those contained herein.

726  
727 41) JURISDICTION AND VENUE. King County Superior Court shall have jurisdiction over  
728 any litigation arising under this Agreement, and the venue for any such litigation shall be the  
729 King County Superior Court in Seattle, Washington.

730  
731 42) GOVERNING LAW. This Agreement is made under and shall be governed by the laws of  
732 the State of Washington.

733  
734  
735  
736

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

739  
740 Katherine Hollis  
741 Eastrail Partners

Warren Jimenez  
King County

742  
743 By: \_\_\_\_\_

By: \_\_\_\_\_

744  
745 Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

746  
747 Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Exhibit A: Site Map and Project Scope**

**{see pdf attached}**

**Exhibit B: Project Milestones for Grant Disbursal**

Milestones	Grant Amount	Milestone Deliverables	Documentation Requirements Notes:
<b>Gate 1 - Initial Approval</b>		<p>Agreement</p> <p>Health and Safety Plan</p> <p>Site Investigation Plan</p> <p>Design Criteria</p> <p><b>Project Management Plan</b> (*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>
<b>Gate 2- Preliminary Design Approval</b>		<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>

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

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

## Exhibit C: Project Management Plan

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### **INFORMAL COORDINATION**

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

### **FORMAL MILESTONES/SUBMITTALS**

#### **Health and Safety Plan**

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

#### **Site Investigation Plan**

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

#### **Preliminary design**

Submittal documenting preliminary:

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

#### **Permit applications**

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

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

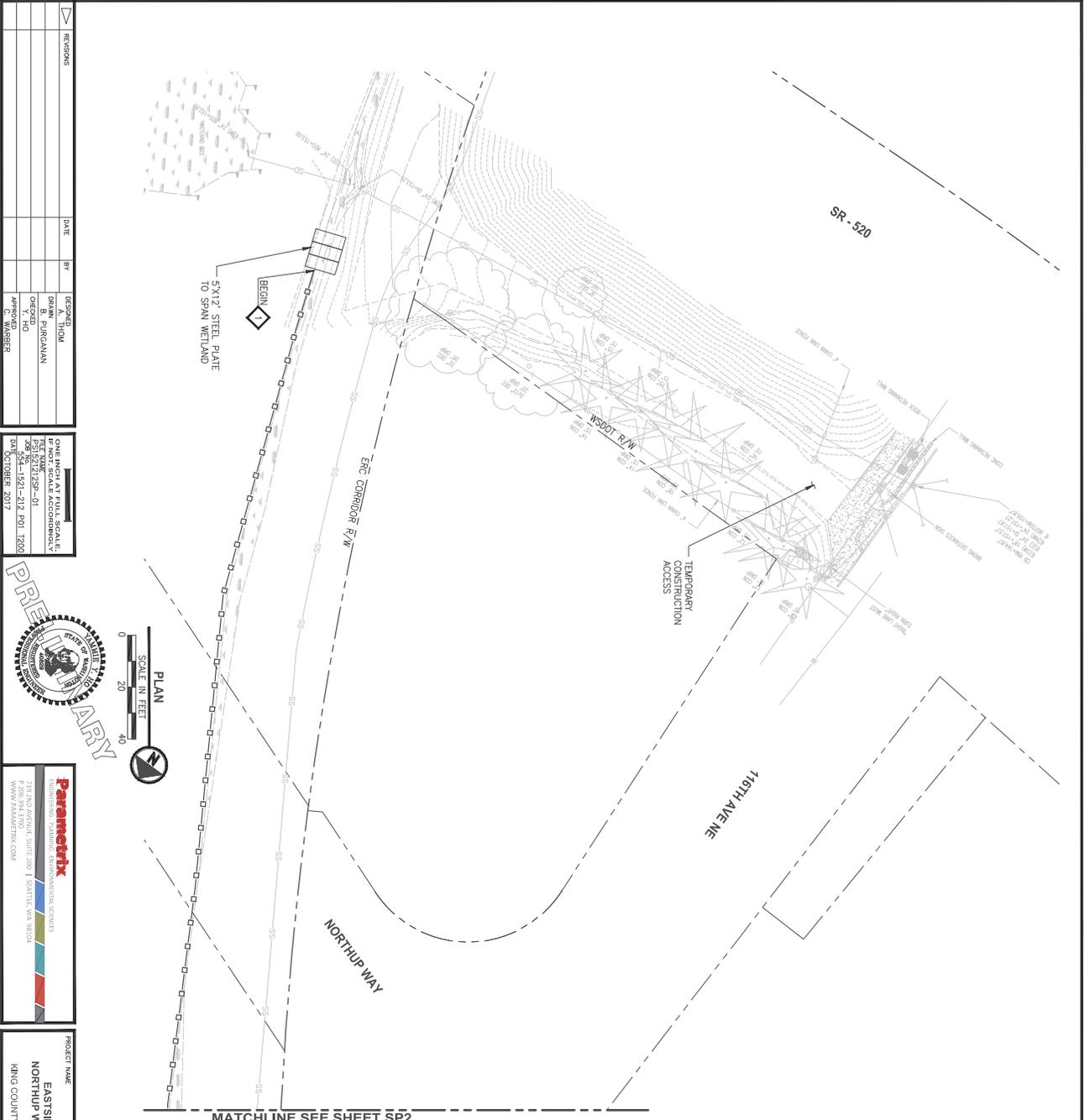
#### **Final design**

- 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.

**Exhibit D: Current / Updated Design Documents**







- SURVEYOR'S NOTES**
1. THIS MAP CORRECTLY REPRESENTS CONDITIONS AND FEATURES EXISTING AT THE TIME OF THIS SURVEY IN MAY 2017.
  2. CONVENTIONAL AND GPS SURVEY EQUIPMENT WERE USED IN THE PERFORMANCE OF THIS SURVEY. ALL EQUIPMENT IS MAINTAINED IN CONFORMANCE WITH WAC 332-130-100.
  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 ON-SITE 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 UTILITIES SHOWN AND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED BUT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.
  6. 1-FOOT CONTIGUOUS INTERVAL.
- HORIZONTAL DATUM:**  
HORIZONTAL DATUM FOR THIS SURVEY IS NAD 1983(2011)
- VERTICAL DATUM:**  
VERTICAL DATUM IS NAVD83

**SITE PREPARATION NOTES:**

1. EXISTING UTILITY, PORTHOLE TO VERIFY DEPTH, IN PLACE.
2. EXISTING UTILITY/POLE TO REMAIN, PROTECT IN PLACE.
3. RELOCATE GUY WIRE, BY OTHERS.
4. TRIM TREES, CLOSE-CUT PARALLEL TO THE SLOPE OF THE GROUND. ALL STUMPS TO REMAIN FOR SLOPE STABILITY.
5. SAWCUT AT JOINTS. REMOVE EXISTING CONCRETE PEDESTAL CURB AND RAMP LANDING PER LIMITS SHOWN ON SHEET CSI.
6. 60" SANITARY SEWER, APPROXIMATE DEPTH = 18" BELOW EXISTING GROUND, PER AS-BUILT.

**TESC CONSTRUCTION NOTES:**

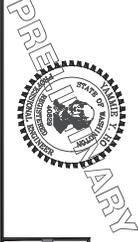
- 1. HIGH VISIBILITY SILT FENCE, PER WSDOT STANDARD DETAIL I-30.17-00.
- 2. STORM DRAIN INLET PROTECTION, PER WSDOT STANDARD DETAIL I-40.20-00.
- 3. WATTLES, PER WSDOT STANDARD PLAN I-30.30-01.
- 4. HIGH VISIBILITY FENCE, PER WSDOT STANDARD PLAN I-10.10-01.

**LEGEND:**

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

REVISIONS	DATE	BY	ISSUED
		SHA A. THOM	DESIGNED
		SHA B. PULICMAN	CHECKED
		C. WARBNER	APPROVED

ONE INCH AT FULL SCALE  
 THE VERTICAL SCALE IS ACCORDING TO  
 THE VERTICAL CURVE DATA  
 DATE: 10/13/2017 10:13:24 AM



**Parametrix**  
 ENVIRONMENTAL ENGINEERING AND SCIENCE  
 2200 AVENUE SUITE 200 | SEATTLE, WA 98104  
 P: 206.464.3700  
 WWW.PARAMETRIX.COM

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

**SITE PREPARATION AND  
 TESC PLAN**

**SP1**

**30% REVIEW SUBMITTAL  
 NOT FOR CONSTRUCTION**



REVISIONS	DATE	BY	ISSUED TO

ONE INCH AT FULL SCALE  
 THE VERTICAL SCALE IS COMPRESSED  
 1" = 20'  
 DATE: 10/13/2017 FOR 17202  
 APPROVED: C. WARBNER



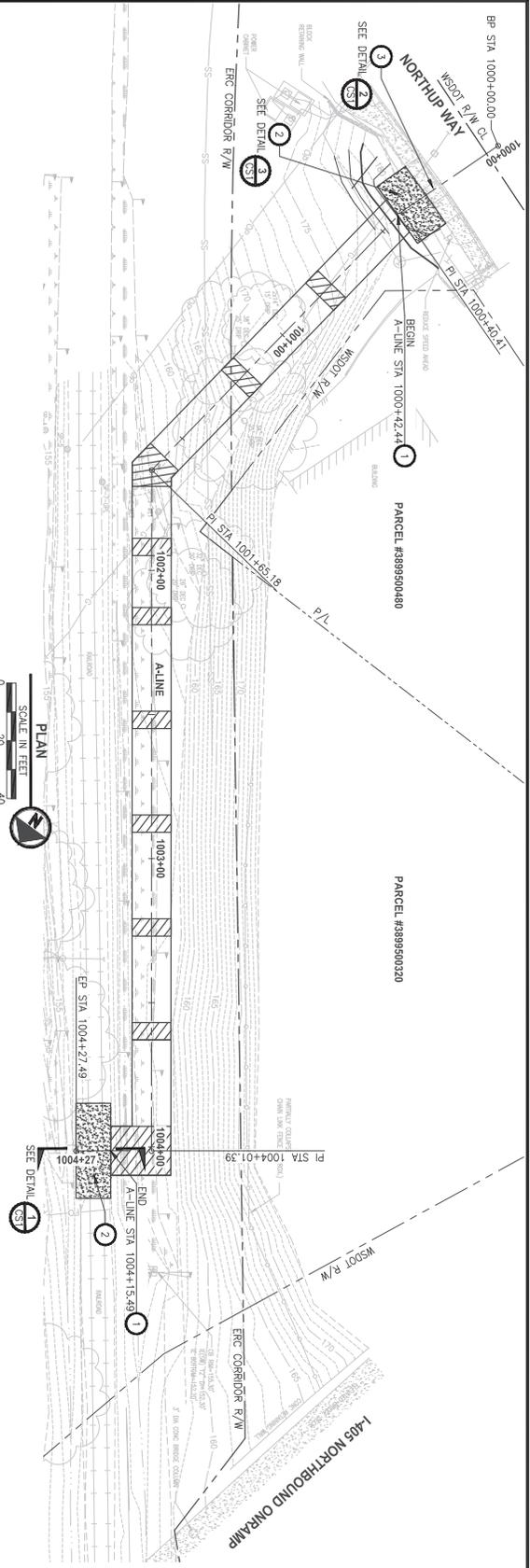
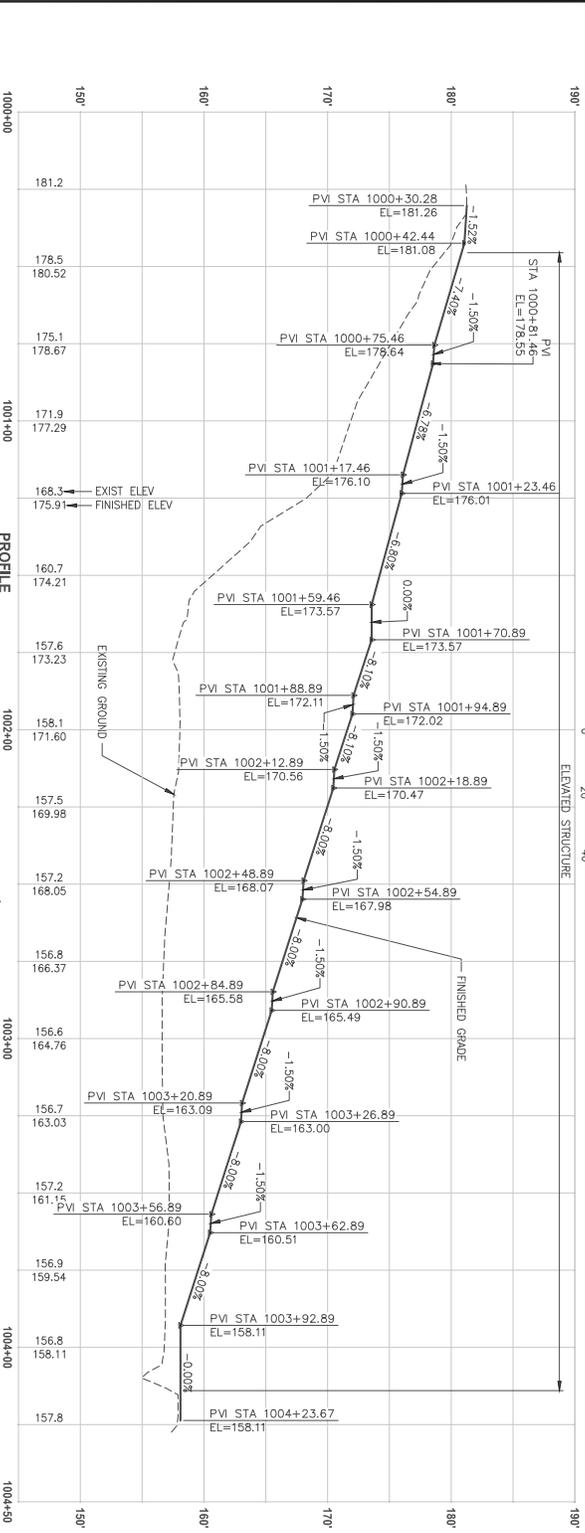
**Parametrix**  
 TRANSPORTATION CONSULTANTS AND ENGINEERS  
 2200 AVENUE 5, SUITE 200 | SEATTLE, WA 98144  
 WWW.PARAMETRIX.COM

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

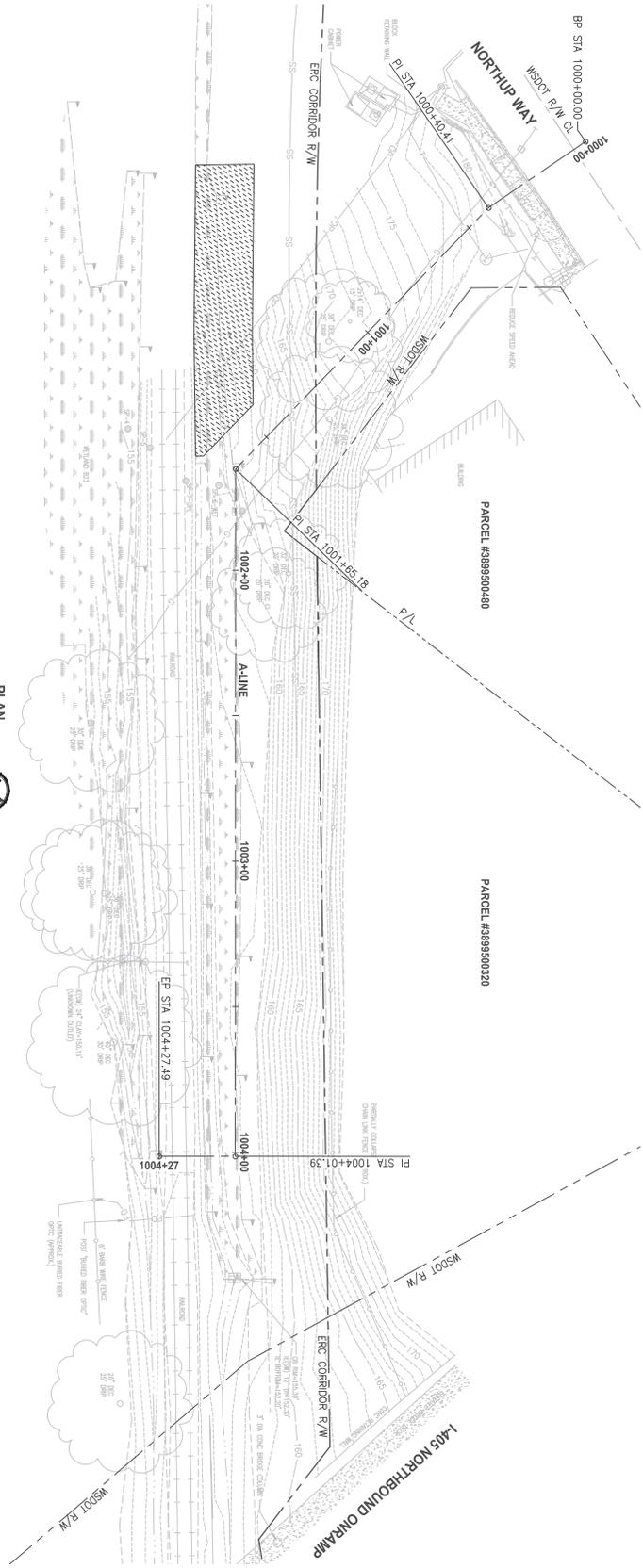
**PLAN AND PROFILE**

DRAWING NO.  
**5 OF 15**  
**AL1**

**30% REVIEW SUBMITTAL**  
 NOT FOR CONSTRUCTION



- CIVIL CONSTRUCTION NOTES:**
- ELEVATED STRUCTURE WITH PEDESTRIAN RAILING.
  - CONCRETE PAD, INSTALL PEDESTRIAN RAILING FOR LIMITS SHOWN ON SHEET C51.
  - REMOVE EXISTING CURB AT BACK OF RAMP LANDING, REPLACE RAMP LANDING PER CITY OF BELLEVUE STD. DWG. SW-210-1.
- LEGEND:**
- ELEVATED STRUCTURE
  - LANDING PAD ON ELEVATED STRUCTURE
  - CONCRETE



- NOTES:**
- 1 X
  - 2 X
  - 3 X
  - 4 X
- LEGEND:**
- [Hatched Box Symbol] MITIGATION PLANNING

REVISIONS	DATE	BY	ISSUED

ONE INCH AT FULL SCALE  
 THE VERTICAL SCALE ACCORDING TO  
 THE PLAN SCALE  
 25' = 1" (21/2" = 1")  
 25' = 1" (21/2" = 1")  
 DATE: OCTOBER 2017



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 ENVIRONMENTAL ENGINEERING AND SCIENCE  
 720 3RD AVENUE, SUITE 200 | SEATTLE, WA 98104  
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**PROJECT NAME:**  
 EASTSIDE RAIL CORRIDOR  
 NORTHTRUP WAY CONNECTOR RAMP  
 KING COUNTY PARKS AND RECREATION

**MITIGATION PLAN**

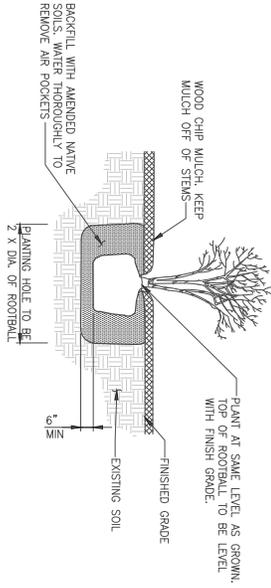
**DRAWING NO.:**  
 7 OF 15  
**MP1**

**30% REVIEW SUBMITTAL**  
 NOT FOR CONSTRUCTION

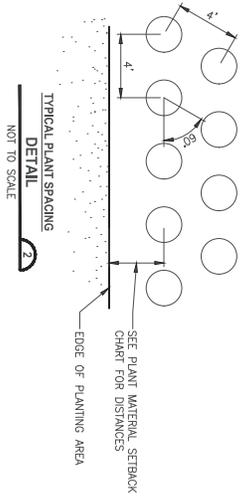
### PLANT MATERIAL SETBACK CHART

PLANT MATERIAL	EDGE OF BARRIER	EDGE OF ROADWAY	TRAFFIC WALL	FENCE	SIGNS	EXISTING TREE, TRUNK	EXISTING VEGETATION MASS
EVERGREEN TREE	15'	15'	10'	8'	8'	15'	10'
ORNAMENTAL TREE	6'	6'	10'	8'	8'	15'	10'
DECIDUOUS TREE	6'	6'	10'	8'	8'	15'	10'
MEDIUM AND LARGE SHRUBS - GREATER THAN 3' TALL	5'	5'	8'	3'	3'	6'	5'
SMALL SHRUB - LESS THAN 3' TALL	3'	3'	5'	2'	3'	2'	5'

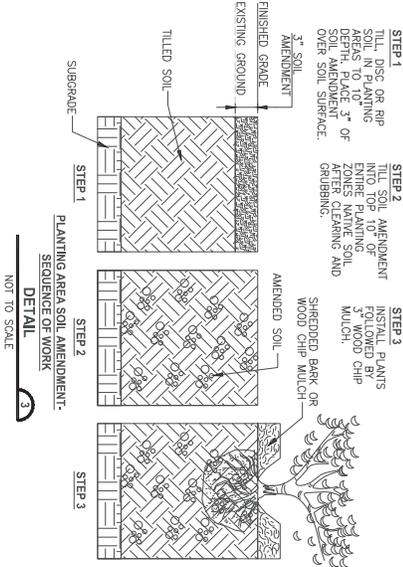
TYPICAL MINIMUM DISTANCE SETBACKS ARE TO THE CENTER STEM OR TRUNK OF PLANT MATERIAL UNLESS OTHERWISE DIRECTED BY THE ENGINEER DURING LAYOUT AND STAKING OF PLANT LOCATIONS.



SHRUB AND HERBACEOUS PLANTING DETAIL  
NOT TO SCALE



TYPICAL PLANT SPACING DETAIL  
NOT TO SCALE



PLANTING AREA SOIL AMENDMENT - SEQUENCE OF WORK DETAIL  
NOT TO SCALE

### MITIGATION AREA PLANT MATERIAL LIST

QUANTITY	BOTANICAL NAME	COMMON NAME	MIN SIZE/CONDITION	NOTES/SPACING
16	SHRUBS PHYSCOCARPUS CAPITATUS	PACIFIC NINEBARK	12" HI/ #1 CONT	SPACE 4.5' O.C.
16	ROSA NUTKANNA	NOOTKA ROSE	12" HI/ #1 CONT	SPACE 4.5' O.C.
35	SALIX SITCHENSIS	SITKA WILLOW	10 QU. IN. PLUG	SPACE 4.5' O.C.
300	JUNCUS EFFLUSUS	SOFT RUSH	12" HI/ #1 CONT	SPACE 1' O.C.
300	CAREX OBREPANDA	SLOUGH SEDGE	12" HI/ #1 CONT	SPACE 1' O.C.

- ### 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 ALL NECESSARY PERMITS AND APPROVALS ARE OBTAINED. ALL NECESSARY TESTING 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.
  - ALL DIMENSIONS FOR LISTED HEIGHT, LENGTH AND CONTAINER SIZE ARE MINIMUM REQUIREMENTS.
  - EXISTING AREAS DISTURBED BY CONSTRUCTION ACTIVITIES AND NOT SHOWN TO BE RE-VEGETATED 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.

REVISIONS	DATE	BY	ISSUED
		C. WARBNER	DESIGNED
		B. PULICMAN	DRAWN
		C. WARBNER	CHECKED
		C. WARBNER	APPROVED

DATE	DESCRIPTION
10/13/17	FINAL PLANTING PLAN
10/13/17	FINAL PLANTING PLAN
10/13/17	FINAL PLANTING PLAN



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

**LANDSCAPE DETAILS**

**DRAWING NO.:**  
 8 OF 15  
**LD1**

30% REVIEW SUBMITTAL  
 NOT FOR CONSTRUCTION

# 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 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 ASHTO LRFD bridge design specifications and the LRFD guide specification for the design of pedestrian bridge.

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

2. Piers shall be designed for lateral earth pressure, wind surcharge and dynamic load.
- Assumed allowable bearing pressure: 2,000 psf. (Contractor To Verify)

3. Railing shall be designed in accordance with ASHTO LRFD bridge design specifications and 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	SUPPLIED BY CONTRACTOR
PRECAST CONCRETE TREADS	
PRECAST CONCRETE BEAMS	
PRECAST CONCRETE CAPS	
RUBBER LEVELING PADS	
CLIP ANGLES WITH 3/4" DIAMETER RODS, WASHERS AND NUTS (66x36x4")	
HILTI HV-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)	
RAILINGS AND CONNECTION HARDWARE	

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NO.	DATE	DESCRIPTION	BY:	FOR REVIEW & APPROVAL	

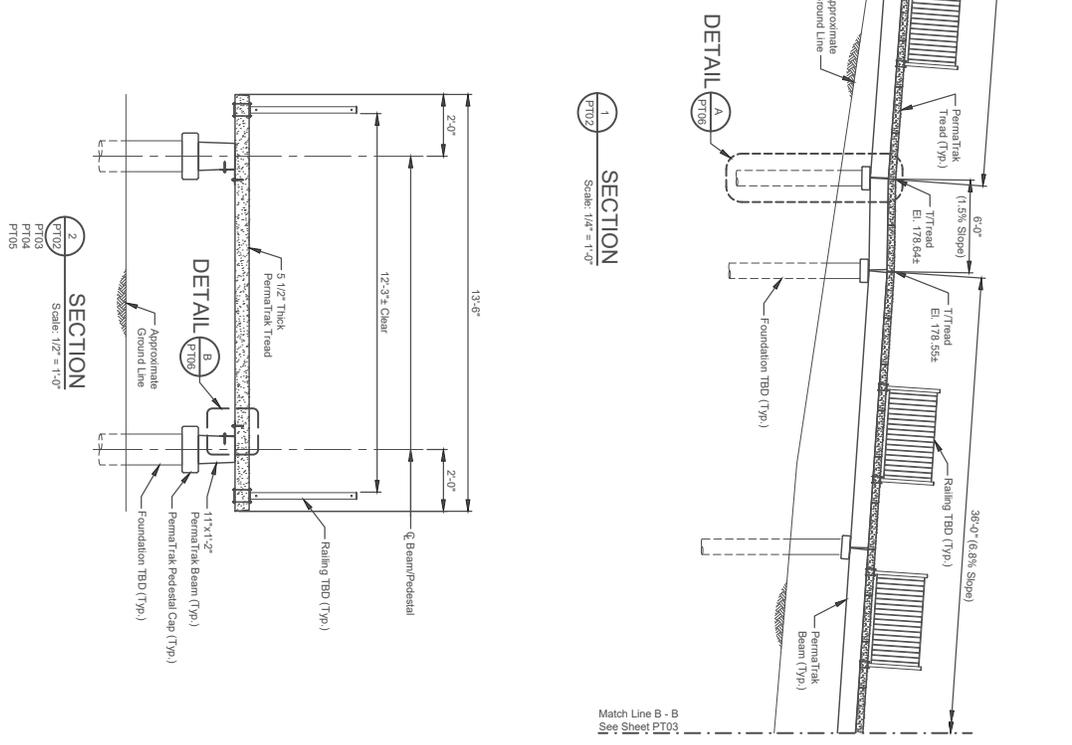
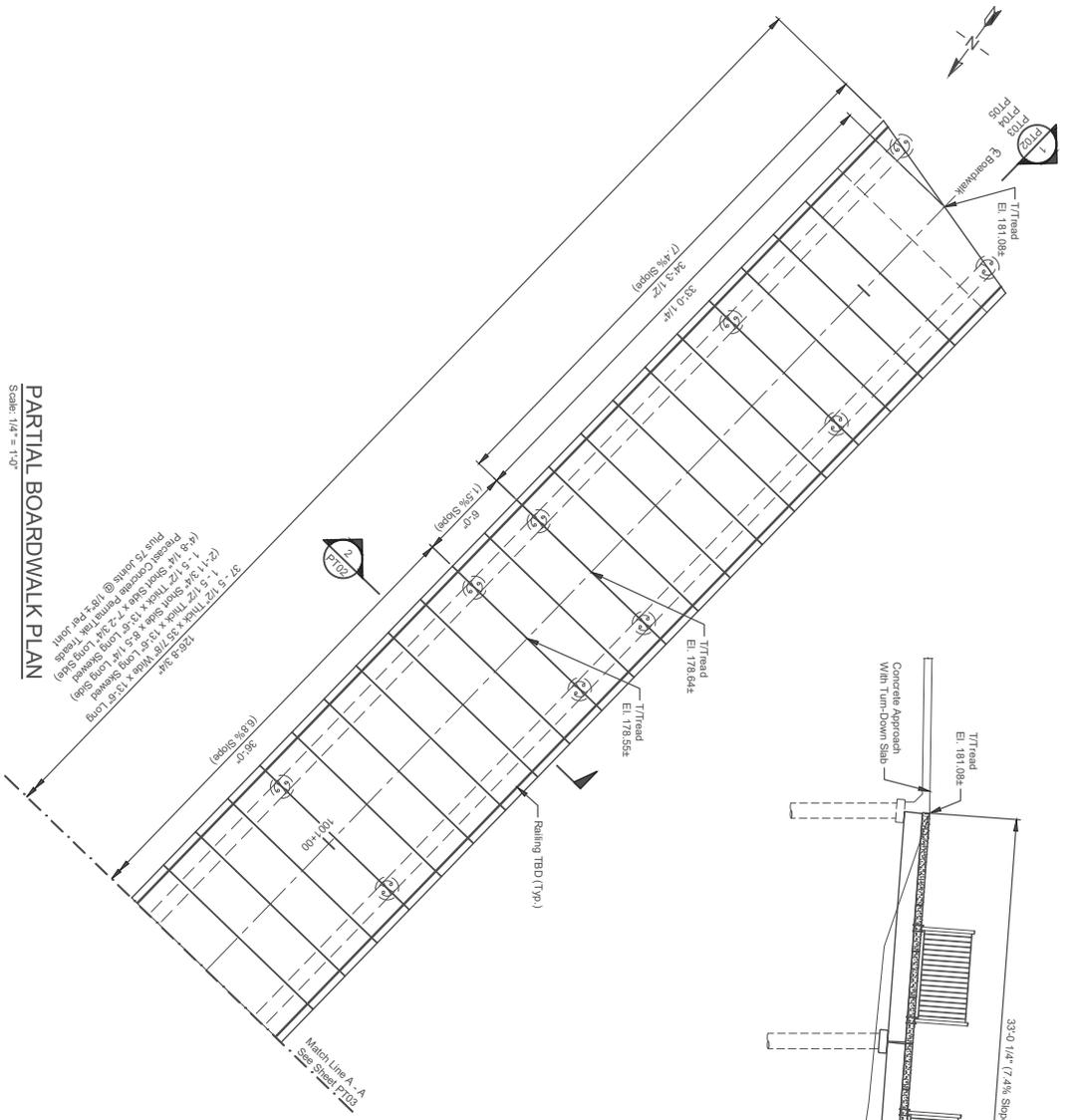

**PermaTrak®**  
 The Concrete Boardwalk Company  
 www.permatrak.com TEL: 877-352-7662

OFFICE LOCATIONS  
 FLORIDA  
 GEORGIA  
 LOUISIANA  
 NORTH CAROLINA  
 OHIO

PROJECT TITLE:  
**EASTSIDE RAIL CORRIDOR RAMP**  
 SEATTLE, WASHINGTON

Patented Product: U.S. Patent #5,906,094 #8,302,362 #8,522,558 #8,839,588 #9,098,975

JOB NUMBER: 2017-914  
 DATE: 10/09/2017  
 DESIGNED BY: JJP  
 DRAWN BY: RPJ  
 CHECKED BY: EMD  
 SHEET NO: PT01



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

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NO	DATE	DESCRIPTION	BY	FOR REVIEW & APPROVAL	

**PermaTrak**  
The Concrete Boardwalk Company

www.permatrak.com TEL: 877-352-7682

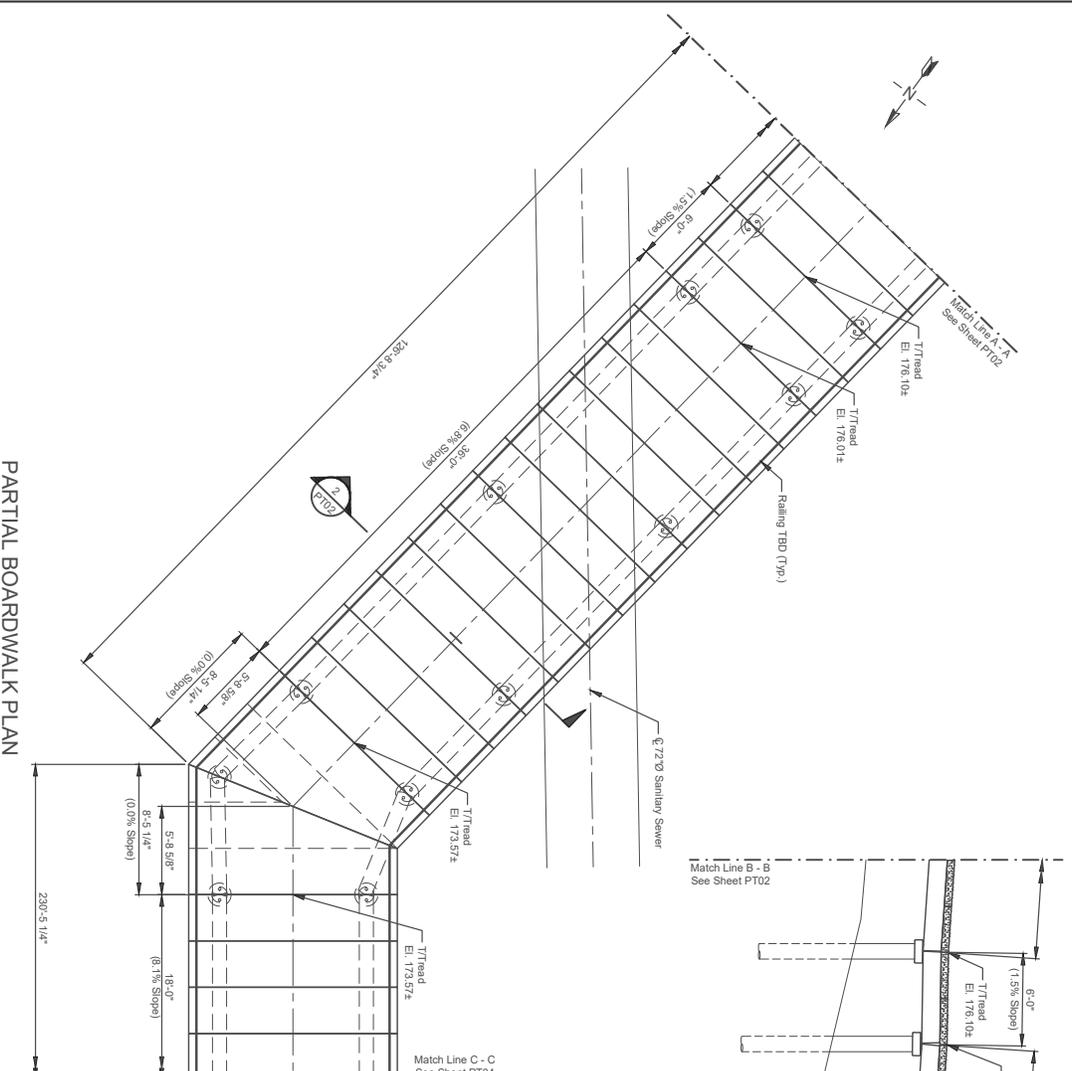
OFFICE LOCATIONS:  
FLORIDA  
GEORGIA  
LOUISIANA  
NORTH CAROLINA  
OHIO

PROJECT TITLE: EASTSIDE RAIL CORRIDOR RAMP  
SITE TITLE: WASHINGTON

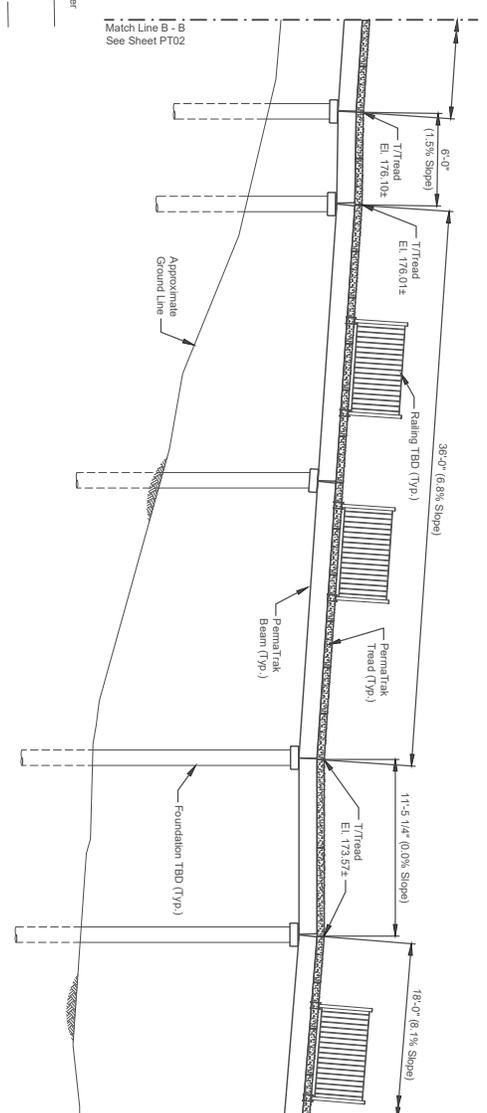
DATE: 10/09/2017  
DESIGNED BY: JJP  
DRAWN BY: RPU  
CHECKED BY: EMD

JOB NUMBER: 2017-914  
SHEET NO: PT02

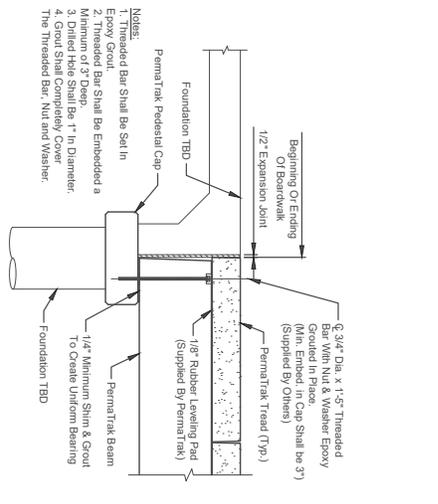
Patented Product: U.S. Patent #5,906,094; #8,302,382; #8,522,555; #8,839,588; #9,096,975



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



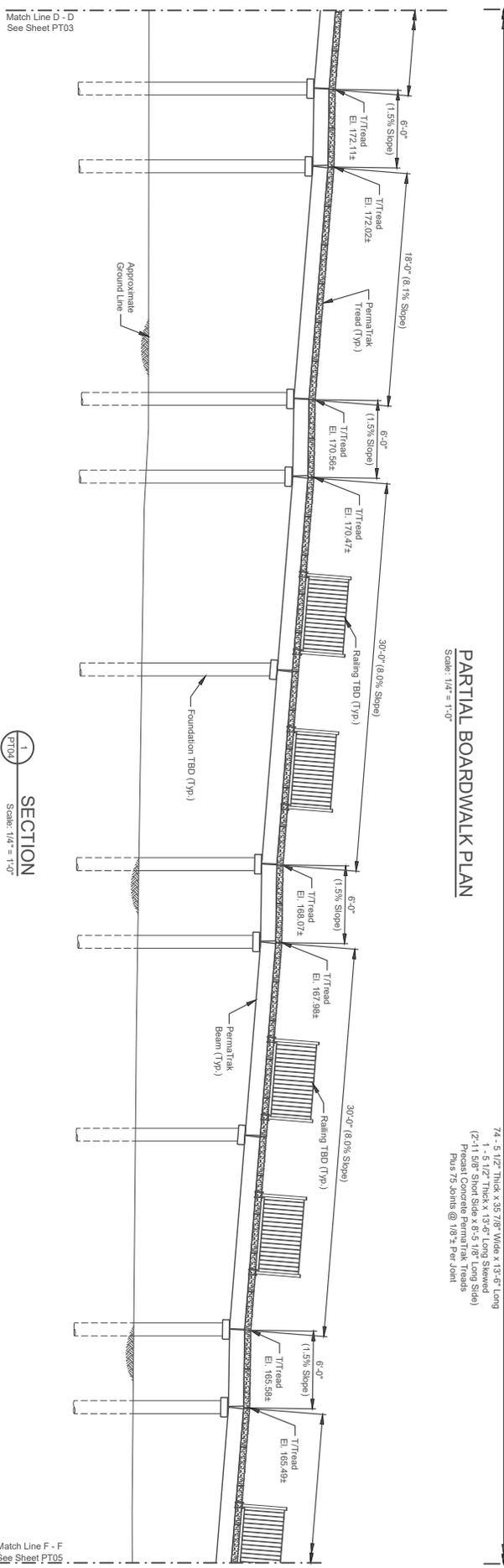
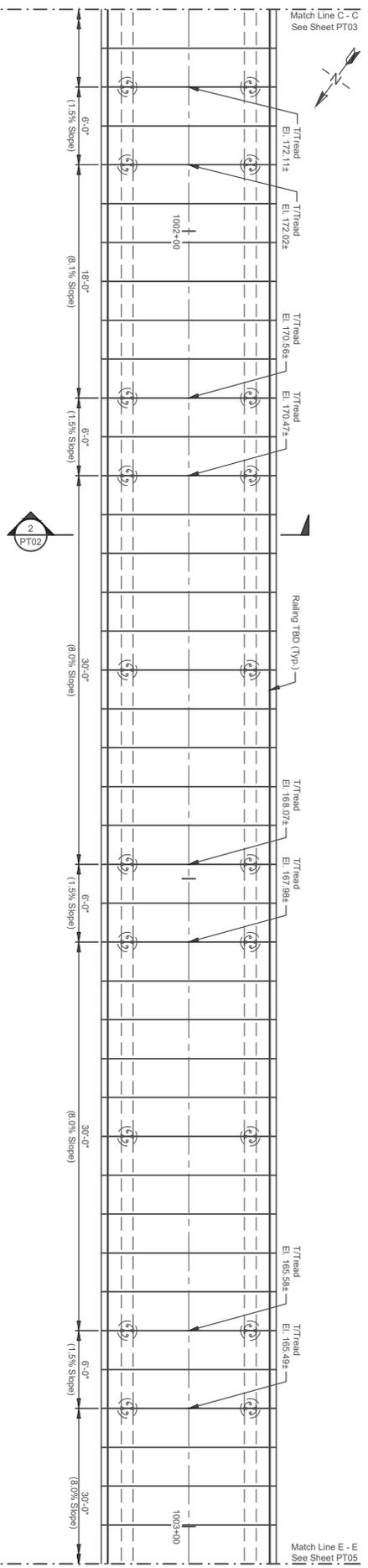
**SECTION 1**  
PT103 Scale: 1/4" = 1'-0"



**TYPICAL CONCRETE APPROACH DETAIL**  
Scale: 1" = 1'-0"

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NO. 1 DATE	DESCRIPTION	BY:		FOR REVIEW & APPROVAL	SHEET NO. <b>PT03</b>	

Patented Product: U.S. Patent #5,906,094 #8,302,382 #8,522,558 #8,859,588 #9,096,975



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NO.	DATE	DESCRIPTION	BY:		
1					



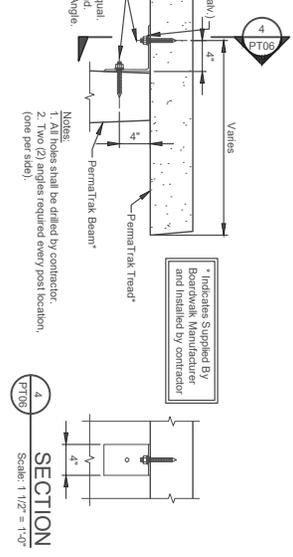
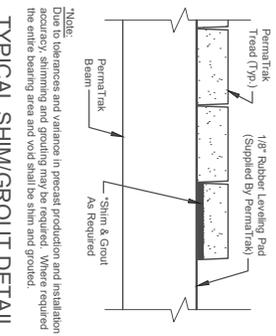
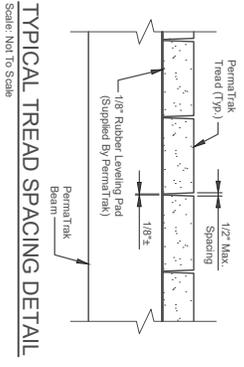
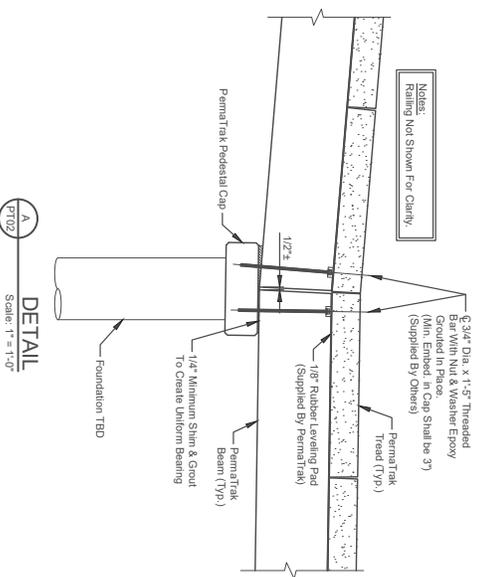
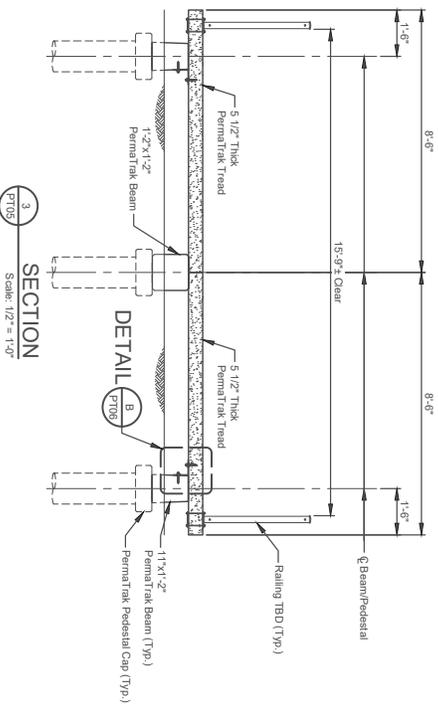
SECTION  
Scale: 1/4" = 1'-0"

PARTIAL BOARDWALK PLAN

74" - 5 1/2" Thick x 35.78" Wide x 13'-6" Long  
1 - 5 1/2" Thick x 13'-6" Long Shoved  
(2'-11 5/8" Short Side x 8'-5 1/8" Long Side)  
Precast Concrete PermaTrak Treads  
Plus 75 Joints @ 1/8" ± Per Joint

Patented Product: U.S. Patent #5,906,094 #8,302,392 #8,522,505 #8,859,589 #9,096,975

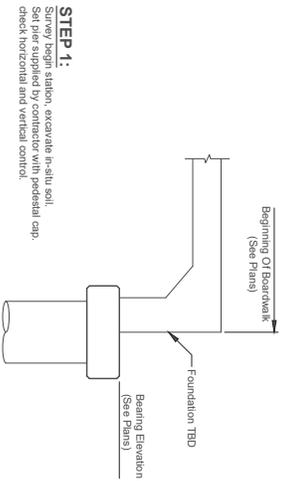




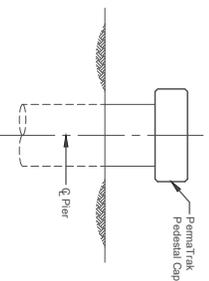
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		FOR REVIEW & APPROVAL	
 The Concrete Boardwalk Company www.permatrak.com TEL: 877-352-7862		OFFICE LOCATIONS:	FLORIDA GEORGIA LOUISIANA NORTH CAROLINA OHIO
EASTSIDE RAIL CORRIDOR RAMP SEATTLE, WASHINGTON		PROJECT TITLE:	
SHEET NO. PT06		JOB NUMBER: 2017-014 DATE: 10/09/2017 DESIGNED BY: JJP DRAWN BY: RPU CHECKED BY: EMD	Patented Product: U.S. Patent #5,906,094 #8,302,382 #8,522,555 #8,859,588 #9,098,975

**NOTES:**  
 This document is intended to provide the installer guidelines for typical PermaTrak applications. It is not meant to be all inclusive and may be adjusted based upon encountered field conditions.

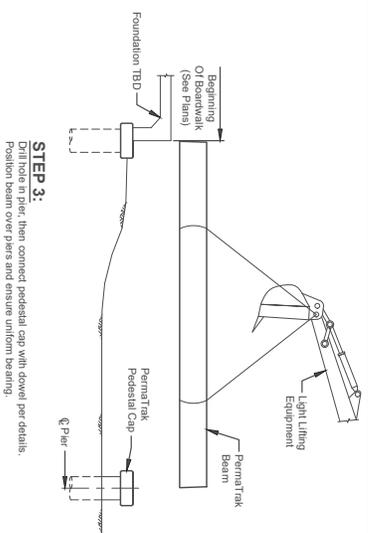
## PermaTrak Installation Diagrams



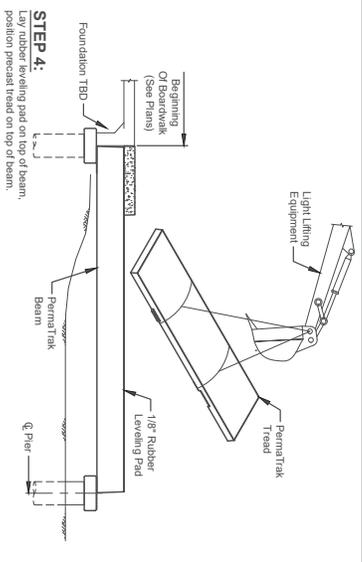
**STEP 1:**  
 Survey/level station, excavate in-situ soil. Set pier supplied by contractor with pedestal cap, check horizontal and vertical control.



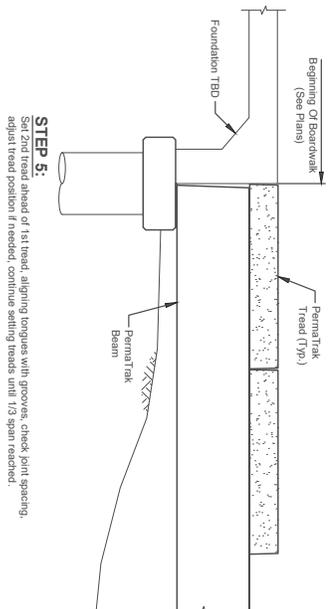
**STEP 2:**  
 Survey center of pier control points. Excavate subgrade to bearing elevation. Set pier supplied by contractor with pedestal cap. Check horizontal and vertical control.



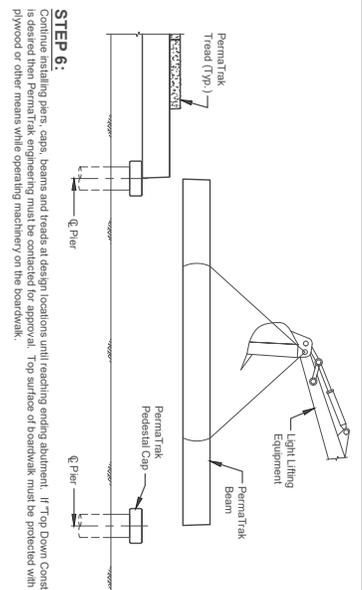
**STEP 3:**  
 Drill hole in pier, then connect pedestal cap with dowel per details. Position beam over piers and ensure uniform bearing.



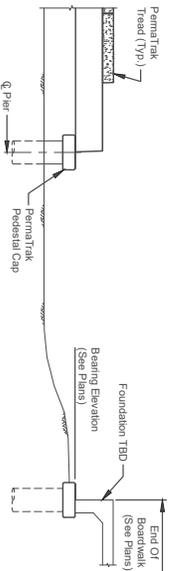
**STEP 4:**  
 Lay rubber leveling pad on top of beam. Position precast tread on top of beam.



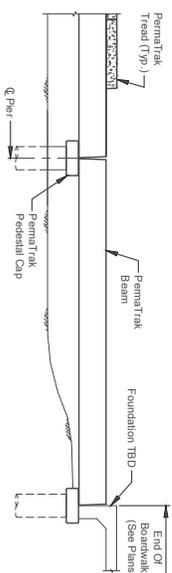
**STEP 5:**  
 Set 2nd tread ahead of 1st tread, aligning longtongues with grooves, check joint spacing, adjust tread position if needed, continue setting treads until 1/3 span reached.



**STEP 6:**  
 Connect remaining piers, caps, beams and treads at design locations until reaching ending abutment. If "Top Down Construction" is desired then PermaTrak engineering must be conducted for approval. Top surface of sidewalk must be protected with plywood or other means while operating machinery on the boardwalk.



**STEP 7:**  
 Establish end of boardwalk (may need adjustment based upon accuracy of installed portion in steps 1 - 6). Excavate in-situ soil, set pier with cap, check squareness with boardwalk alignment and adjust if necessary.



**STEP 8:**  
 Position beam over piers and ensure uniform bearing. Install treads on top of beams (per steps 4 - 5) until complete.

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