

**City of Burien, Washington  
City Hall Contract Routing Sheet**

*King county Roads*

Name of Contracting Party: KC Regional Stormwater Decant Facility Vendor # \_\_\_\_\_

Project Name/Description: KC Regional Stormwater Decant Facility Use

Contract Amount: \$ \_\_\_\_\_

Type of Contract:

<input type="checkbox"/> <b>Architectural/Engineering</b> <input type="checkbox"/> From MSRC Engineering Roster <input type="checkbox"/> Advertised Bidding Done  <input type="checkbox"/> <b>Consulting/Services</b> (Non-Engineering)	<input type="checkbox"/> <b>Construction/Public Works</b> <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$35,000) <input type="checkbox"/> From MRSC Small Works Roster (\$35,000 to \$300,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$300,000) <input type="checkbox"/> Other: Sole Source - Emergency	<input type="checkbox"/> <b>Human Services/Arts &amp; Culture</b>  <input checked="" type="checkbox"/> <b>Other:</b> _____  <input type="checkbox"/> <b>Contract Amendment to Contract No.</b> _____
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Is this contract authorized in the current year's budget?  Yes  No

If budgeted, list Fund/Dept.: \_\_\_\_\_

Page # in Budget: \_\_\_\_\_ Budget line item amount: \$ \_\_\_\_\_

BARS Account Number: 104-50-531-10-41-421  
*llh*

**CONTRACT ROUTING INSTRUCTIONS:**

Contract Manager Directions/Approval: \_\_\_\_\_ Date: \_\_\_\_\_

- Draft contract, get contract file checklist items
- Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- Obtain Dept. Director Approval \_\_\_\_\_ Date: \_\_\_\_\_

Legal Dept. Directions/Approval: \_\_\_\_\_ Date: \_\_\_\_\_

- Review insurance

Finance Dept. Directions/Approval: *llh Fleming* Date: 5-22-13

- Review contract budget/administrative review.

Contract Manager Directions:

- Obtain signatures on contract.
- Provide fully signed copy of contract to other party.
- Make copy of contract for own files, if desired.
- Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- Assign contract number.
- E-mail contract number to Contract Manager.
- Provide Contract Package to Scanner.

<p align="center"><b>Contract File Checklist:</b></p> <input type="checkbox"/> W-9 Taxpayer ID Form <input type="checkbox"/> Burien Business License # _____ <input type="checkbox"/> Insurance Certificate <input type="checkbox"/> Bids, if applicable <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Contract Fully Signed
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**King County**  
Road Services Division

Department of Transportation  
Roads Maintenance & Operations Section  
155 Monroe Ave NE  
Renton, WA 98056-4199

May 15, 2013

RECEIVED

MAY 17 2013

City of Burien

Mr. Mike Martin, City Manager  
City of Burien  
400 SW 152<sup>nd</sup> ST., Suite 300  
Burien, WA 98166

RE: **King County Regional Stormwater Decant Facility Program 2010-2013**  
**Application – Use Agreement**

Dear Mr. Martin,

Thank you for your participation in the King County Regional Stormwater Decant Facility Program. I have enclosed a copy of the signed 2010-2013 Application – Use Agreement for your records.

I would like to thank your City of Burien Public Works staff for attending the required King County Regional Stormwater Decant Facility Program training on May 14, 2013. I hope your staff found the classroom and field training sessions to be informative and beneficial. Please let me know if you have any training needs in the future (e.g. new hires or refresher training).

By receipt of the signed Use Agreement and having satisfied the training requirement, the City of Burien is an authorized user of King County's Renton Decant Station. You may contact the following staff if you have any questions regarding the Use Agreement or the Regional Stormwater Decant Facility Program.

Regional Stormwater Decant Facility Program Lead	Jake Finlinson	206-296-8219 / 206-793-0562 cell
Accounts Receivable	Ray Marquez	206-263-6342
Insurance / Account information	Marc Walsh	206-205-5318

Thank you and I look forward to your participation in our program.

Sincerely,

Rob L. Fritz  
Program Administrator

RLF/jsf

cc: Jake Finlinson, Environmental Scientist, Road Maintenance & Operations Section, Road Services Division (RSD), Department of Transportation (DOT)  
Judith McKinley, Finance Manager, Road Finance Section (RFS), RSD, DOT  
Samir Basmeh, Maintenance Manager, City of Burien Public Works

Attachments: .1. One copy of completed 2010-2013 Application – Use Agreement

**2010 - 2013 KING COUNTY  
REGIONAL STORMWATER DECANT FACILITY PROGRAM  
Application - Use Agreement**

(Please Type or Print)

**APPLICANT/AUTHORIZED USER INFORMATION**

Business/Agency Name City of Burien  
Owner or /Principal Executive Officer Name Mike Martin  
Title City Manager  
Business/Agency Physical Address 400 SW 152nd St., Suite 300  
City Burien Zip 98166  
Tax ID Number 91-1576144 Telephone Number (206) 241-4647  
Fax Number 206-248-5539 E-mail Address \_\_\_\_\_  
Web Address www.burienwa.gov  
Billing Address if different from above \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Billing Contact Name Valerie Stuart Title Dept. Assistant  
Billing Contact Telephone Number 206-248-5521  
Day-to-Day Operations Contact Name Sam Bosmeh  
Title Maintenance Manager  
Telephone Number 206-439-3163 Fax 206-244-7664  
E-mail samirb@burienwa.gov Cell Number 206-391-1642

**PROGRAM PURPOSE**

The purpose in establishing this system of stormwater decant facilities is to provide an environmentally sound system for disposing of waste generated from the cleaning of stormwater drainage systems. King County is providing a system for the disposal of stormwater waste by constructing stormwater decant facilities open to all users, including King County agencies, other public agencies and private companies. In order to operate this system it is required that all users pay their fair share and follow standard operating procedures as laid out in this Use Agreement and the Regional Stormwater Decant Facility Program Operations and Maintenance Manual (Operations Manual).

**2010 - 2013 KING COUNTY  
REGIONAL STORMWATER DECANT FACILITY PROGRAM  
Application - Use Agreement**

**USE AGREEMENT CONDITIONS**

1. This Use Agreement shall be valid from January 1, 2010 through December 31, 2013. It may be amended at any time in writing to add or subtract equipment to Attachment A of the application. Either party may terminate this Use Agreement at any time by sending written notice to the person who signed this Use Agreement for the other party.
2. The Authorized User is responsible for paying the user fee as established by King County, including, without limitation, any user fees that are outstanding on the termination of this Use Agreement. The current fee is eighty-one dollars (\$81.00) per station entry and an additional fifty-nine dollars (\$59.00) per ton for solids disposal. The fee structure is set by King County Council and may be amended at its discretion.
  - 2.1. The Authorized User acknowledges that the late payment by Authorized User to the County of any sum due under this Use Agreement will cause the County to incur administrative, collection, processing and accounting costs and expenses not contemplated under this Use Agreement, the exact amounts of which are extremely difficult and impractical to fix. Therefore, if any sum due under this Use Agreement is not received by the County from the Authorized User within thirty (30) days from the invoice date ("the Delinquency Date"), the Authorized User shall immediately pay to the County on the Delinquency Date a late charge of one percent (1%) of the amount of such sum. The County and the Authorized User agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to the County for its loss caused by the Authorized User's nonpayment. Should Authorized User pay said late charge but fail to pay contemporaneously therewith all unpaid sums due under this Use Agreement, the County's acceptance of this late charge shall not constitute a waiver of Authorized User's default with respect to Authorized User's nonpayment or prevent the County from exercising all other rights and remedies available to the County under this Use Agreement or under law.
  - 2.2. Additionally, all such delinquent sums, and all late charges not paid when due, shall bear interest for each day following their Delinquency Date until paid at a percentage rate equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted under applicable law.
  - 2.3. Waiver of the late charge or interest with respect to any delinquent payment will not be deemed to constitute a waiver of the late charge or interest with respect to any subsequent delinquent payment.
  - 2.4. Any payments of any kind returned for insufficient funds will be subject to an additional charge of \$35.00 payable by Authorized User to the County.
  - 2.5. If payments are received by check or draft from Authorized User, and two (2) or more of such checks or drafts are dishonored by the bank or other financial institution they were drawn upon in any twelve (12) month period, the County may thereafter terminate this Use Agreement or require all payments due hereunder from

**2010 - 2013 KING COUNTY  
REGIONAL STORMWATER DECANT FACILITY PROGRAM  
Application - Use Agreement**

Authorized User to the County to be made by bank cashier's or bank certified check or other similar means of payment and the County shall not be required to accept any checks or drafts of Authorized User which do not comply with such requirements.

- 2.6. If suit is brought upon the Authorized User's failure to pay, and if judgment in such a suit is entered in favor of the County, then the Authorized User shall pay all damages, including but not limited to costs, expenses and reasonable attorney's fees and all other litigation related expenses, incurred by the County.
3. The Authorized User certifies that it will maintain for a four-year period after each use of the facility, on the Authorized User's premises, a detailed log of all activities conducted by each vehicle that uses the facility. This log must identify all stormwater drainage systems that have been cleaned and be signed by the driver on a daily basis. This log shall be made available for inspection by King County or its assigns upon request by the Program Administrator and shall contain the information identified in the Operations Manual.
4. The Authorized User certifies that it will abide by all rules and regulations contained within the Operations Manual and that all drivers will attend training by King County DOT, prior to using any King County facility. New employees will be provided training in a timely manner. The driver is responsible for their own and any driver's helpers' activities relating to the use of the facilities.
5. In the event that any of the Authorized User's officers, employees, agents or representatives causes damage in any way to any facility or property of King County, the Authorized User covenants and agrees to pay King County the amount of damages thereby incurred by King County, together with any and all costs, legal and otherwise, including attorney's fees, incurred by King County in the determination of the nature and extent of the damage and enforcement of such obligation against the Authorized User.
6. The Authorized User will provide the Program Administrator with a copy of the User's procedures for dealing with known or suspected contaminated "hot" loads. Although the County reserves the right to review and approve such procedures, the County is under no obligation to do so, and the County assumes no responsibility for such procedures or their compliance with applicable laws, rules and regulations, which shall remain the sole responsibility of the Authorized User.
7. The Authorized User further agrees to pay all disposal costs, cleanup costs, remediation costs and other costs, if any, resulting from the delivery of contaminated materials by the Authorized User to a King County facility. For purposes of this Application - Use Agreement, "contaminated" or "contaminated materials" means any hazardous, toxic or dangerous substance, waste or material which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination, remediation or cleanup, or public health, safety or welfare, including, without limitation, any substance, waste or material

**2010 - 2013 KING COUNTY  
REGIONAL STORMWATER DECANT FACILITY PROGRAM  
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which now or hereafter is designated as hazardous in or for the purposes of any federal, state or local statute, ordinance, rule or other regulation.

8. The Authorized User agrees that King County personnel may inspect its vehicles and contents at any time such inspection is requested by King County at the point of disposal.
9. The Authorized User agrees that in the event that King County determines that the Authorized User has violated any provision hereof this Use Agreement may be terminated immediately by King County.

**HOLD HARMLESS AND INDEMNIFICATION**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of King County, the Authorized User shall protect, defend, indemnify, and save harmless the County, its officers, officials, employees and agents, from any and all penalties, losses, costs, claims, judgments, and/or awards of damages, of whatsoever nature arising out of or in any way resulting from the acts or omissions of the Authorized User, its officers, employees, and/or agents incident to this Application – Use Agreement. The Authorized User agrees that its obligations hereunder 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 Authorized User, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award and/or cost arising therefrom, including attorney's fees, to enforce the provisions of this paragraph, all such fees, expenses, and costs shall be recoverable by the County from the Authorized User.

The foregoing Hold Harmless and Indemnification provisions shall survive the expiration or termination of this Use Agreement with respect to any event that occurs prior to, or on the date of, such expiration or termination. Nothing contained within these provisions shall affect and/or alter the application of any other provision contained within this Use Agreement.

**INSURANCE REQUIREMENTS**

- A. By the date of execution of this Use Agreement the Authorized User shall procure and maintain for the duration of this Use Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Authorized User, its agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be paid by the Authorized User.

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REGIONAL STORMWATER DECANT FACILITY PROGRAM  
Application - Use Agreement**

**For All Coverages:** Each insurance policy shall be written on an "Occurrence" form.

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

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

**B. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **General Liability:**

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY**.

2. **Automobile Liability:**

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

3. **Workers' Compensation:**

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

4. **Employers Liability or "Stop-Gap":**

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

**C. Minimum Limits of Insurance**

The Authorized User shall maintain limits no less than, for:

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

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REGIONAL STORMWATER DECANT FACILITY PROGRAM  
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2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory requirements of the State of residency.
4. Employers Liability or "Stop Gap" coverage: \$ 1,000,000 limit of liability

**D. Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Authorized User's liability to the County and shall be the sole responsibility of the Authorized User.

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**E. Other Insurance Provisions**

The insurance policies required in this Use Agreement are to contain, or be endorsed to contain the following provisions:

1. General and Automobile Liability Policy(s):
  - a. The County, its officers, officials, employees and agents are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Authorized User in connection with this Use Agreement.
  - b. To the extent of the Authorized User's negligence, the Authorized User's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Authorized User's insurance or benefit the Authorized User in any way.
  - c. The Authorized User's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.

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REGIONAL STORMWATER DECANT FACILITY PROGRAM  
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**F. Acceptability of Insurers**

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

If at any time, any of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Authorized User shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

**G. Verification of Coverage**

~~The Authorized User shall furnish the County with certificates of insurance and endorsements required by this Use Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with this Use Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.~~

**H. Subcontractors**

The Authorized User shall include all subcontractors as insured under its policies, and/or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverage provided by subcontractors, as evidence of compliance with the insurance requirements of this Use Agreement shall be subject to all of the requirements stated herein.

**I. Municipal or State Agency Provisions**

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

**2010 - 2013 KING COUNTY  
REGIONAL STORMWATER DECANT FACILITY PROGRAM  
Application - Use Agreement**

**CASH DEPOSIT**

The applicant shall, at the time it submits this application, deposit with the County, and shall maintain during the entire term of this Use Agreement, a non-interest bearing cash deposit as follows: fifteen-hundred dollars (\$1,500.00) payable to King County DOT. King County may increase or decrease the amount of the deposit on thirty (30) days written notice to the Authorized User. If King County increases the amount, the Authorized User shall deposit the amount of the increase with King County no later than thirty (30) days after the date of the County's written notice. If King County decreases the amount, King County shall refund the amount of the decrease to the Authorized User. This deposit shall be used to ensure payment of monthly billings, costs associated with disposal of contaminated materials, damages to the facility or other County property, and any other amounts due the County by the Authorized User, and may be utilized by King County when the amount payable by the Authorized User to King County is delinquent. Neither the payment of said deposit to King County, nor King County's utilization of the deposit, shall limit the Authorized User's liability to King County for the payment of amounts due the County by the Authorized User in excess of the amount covered by said deposit. If the County utilizes the cash deposit, authorization to use the facilities may be suspended and use privileges will not be reinstated until deposit levels are restored to the original amount and all outstanding bills have been paid. The amount remaining in the deposit will be returned to the Authorized User when this Use Agreement expires or terminates and all outstanding claims are satisfied. A waiver of the cash deposit may be granted to public agencies.

**2010 - 2013 KING COUNTY  
REGIONAL STORMWATER DECANT FACILITY PROGRAM  
Application - Use Agreement**

Terms of the Regional Stormwater Decant Facility Program 2010 - 2013  
Application - Use Agreement have been read and agreed to by:

Mike Martin  
Signature of owner or principal executive  
officer

5/9/13  
Date

Mike Martin  
Print name

City Manager  
Title

City of Burien  
Company

**THE FOLLOWING CHECKED ITEMS MUST BE INCLUDED IN YOUR  
APPLICATION PACKET:**

- Pages 1 & 9 of the Application – Use Agreement
- Attachment A – Vehicle Identification Information
- Certificate of Liability Insurance
- Contaminated Load Procedure (See 2.6)
- Fifteen-hundred dollar (\$1,500.00) deposit  
(Checks or money orders. Make checks payable to: King County DOT)
- Copy of Reseller Permit if this applies to your company

**SEND COMPLETED APPLICATION TO:**

Jake Finlinson  
King County Roads Maintenance Section  
Regional Stormwater Decant Facility Program  
155 Monroe Ave NE  
Renton, WA 98056-4199

Approved by Tobias Zeb  
Program Administrator, Roads Maintenance Section  
King County Road Services Division

Date 5/10/13

Approved by Jessie McKinley  
Finance Manager, Finance Unit  
King County Road Services Division

Date 5/14/13

# Attachment A

## King County Regional Stormwater Decant Facility Program 2010 – 2013 Application - Use Agreement

DATE 5/8/13

BUSINESS/AGENCY NAME City of Burien

**VEHICLE IDENTIFICATION INFORMATION**

	Truck #1	Truck #2	Truck #3
Vehicle License Plate Number/State			
VIN Number	1FVHG3CY9EHR 2465		
Truck Year/ Make*	2013 FREIGHTLINER		
Unit Year/ Make*	2013		
Vehicle Color, Distinguishing Marks	White Burien Logo		
Company ID No.	PW11-029		
Max. Unit Capacity CYDS / Gallons	11 / 1000	1	1

All Trucks and Units must have the following capabilities:

- 1) Ability to discharge liquids and solids separately.
- 2) Total capacity for liquid not to exceed 3,000 gallons.
- 3) Company name on both sides of truck – visible from 100 feet.



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

13-May-13

Cert#: 8311

King County, Roads Maintenance Section  
Attn: Jake Finlinson, Reg. Stormwater Decant Facility Program  
155 Monroe Avenue NE  
Renton, WA 98056-4199

RE: City of Burien  
Application - Use Agreement

### Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 150 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric B. Larson".

Eric B. Larson  
Deputy Director

cc: Craig Knutson

cletter



# Burien

*Washington, USA*

15611 Ambaum Blvd SW, Suite C, Burien, WA 98166

Phone: (206) 241-4647 • FAX (206) 248-5536

[www.burienwa.gov](http://www.burienwa.gov)

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May 8, 2013

Jake Finlinson  
King County Roads Maintenance Section  
Regional Stormwater Decant Facility Program  
155 Monroe Ave NE  
Renton, WA 98056-4199

**RE: Renton Regional Stormwater Decant Facility**

Dear Mr. Finlinson:

This letter is to notify King County of the City of Burien's intent to use the County's Renton Regional Stormwater Decant Facility.

Attached is our Use Agreement Application. The City will dispose only stormwater liquids and solids collected from the cleaning of drainage systems and will not dispose any prohibited wastes at the facility that are listed in the Regional Stormwater Decant Facility Program Operations and Maintenance Manual (Operations Manual). In order to ensure this, we will train our staff to recognize types of waste materials and to have knowledge of the Operations Manual. If needed, City staff will attend trainings offered by the County.

Sincerely,

Heungkook Lim, P.E.  
Surface Water Management Engineer  
Public Works, City of Burien



# King County

Roads Maintenance  
Scale System

Customer: CITY OF BURIEN  
VIN / Equip: 1FVHG3CY9EHFK2465  
CARD #100232



## City of Burien

**Sam Basmeh**  
Civil Engineer/Maintenance Manager  
Public Works Department

400 SW 152nd St., Suite 300  
Burien, WA 98148  
[www.burienwa.gov](http://www.burienwa.gov)

Office (206) 439-3163  
Fax (206) 248-5539  
[samirb@burienwa.gov](mailto:samirb@burienwa.gov)