

**CITY OF SEATAC  
DISTRIBUTION SCHEDULE**

<b>Agreement #:</b> 04-A036	<b>Subject:</b> An Interlocal Agreement with Des Moines, The Port of Seattle, the Washington State Department of Transportation for the Des Moines Creek Basin Restoration Projects.
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**Term:** 06/11/04 thru 12/31/24

**Reference to:** Mot. 2398      **Approved:** 02/10/04

**Department/Contact:** Public Works Director

**Amendments:**

No.	Reference to:	Date approved:	Changes to Agreement per amendment:
1	KC #20100317000312	Date recorded: 03/17/10	Release and Termination of Rights and Obligations, and Waiver of Notice Provisions

**Comments:** \_\_\_\_\_

**Bid List for Destruction:** N/A

**Retain this record until after:** 12/31/34

**Date Reviewed by Deputy City Clerk:** *Marcia Ruff*

**Return Address:**

City of SeaTac  
City Clerk's Office  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188-8605



Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)  
Release and Termination of Rights and Obligations, and

- |                                       |          |
|---------------------------------------|----------|
| 1. <u>Waiver of Notice Provisions</u> | 2. _____ |
| 3. _____                              | 4. _____ |

**Number(s) of Pages of Document to be recorded:**

4 Pages of document. \_\_\_\_\_

**Grantor(s)** (Last name, first name, initials)

- |                                  |  |
|----------------------------------|--|
| 1. <u>The City of Des Moines</u> | 3. <u>The City of SeaTac</u>                       |
| 2. <u>The Port of Seattle</u>    | 4. <u>Washington State Dept. of Transportation</u> |

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

- |  |       |
|--|-------|
| 1. <u>Washington State Dept. of Transportation</u> | _____ |
| 2. _____   | _____ |

Additional names on page \_\_\_\_\_ of document

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

N/A  
\_\_\_\_\_  
\_\_\_\_\_

Additional legal is on page \_\_\_\_\_ of document

**Assessor's Property Tax Parcel/Account Number**

N/A  Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

CITY OF SEATAC  
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MAY 10 2010

TIME: \_\_\_\_\_  
CITY CLERK'S OFFICE

## **Release and Termination of Rights and Obligations, and Waiver of Notice Provisions**

The City of Des Moines, the City of SeaTac, the Port of Seattle, and the Washington State Department of Transportation, (the "Parties") entered into the Des Moines Creek Basin Restoration Project Interlocal Agreement, dated June 11, 2004 (Interlocal Agreement), for purposes of constructing and operating several projects to implement the Des Moines Creek Basin Plan, jointly prepared by the Parties. King County had been a Party to the Interlocal Agreement. King County had requested to be released from its status as a Party to the Interlocal Agreement and as a member of the Basin Committee established thereunder, and to terminate King County's rights and obligations as a Party to the Interlocal Agreement. The Release and Termination of Rights and Obligations, and Waiver of Notice Provision Agreement with King County was signed by all Parties with an effective date of June 30, 2007.

The Parties have determined that at this time it would be advantageous to release the Washington State Department of Transportation from its status as a Party to the Interlocal Agreement and as a member of the Basin Committee established thereunder, and to terminate all of the Washington State Department of Transportation's rights and obligations as a Party to the Interlocal Agreement. The Parties also agree that the one year notice provision in Section VIII.B of the Interlocal Agreement should be waived, and that, upon being signed by all of the Parties, the effective date of this release and termination shall be as cited in Section 6 in this Release and Termination of Rights and Obligations, and Waiver of Notice Provision ("Release and Termination").

Accordingly, by signing below this Release and Termination, each of the Parties indicates its consent to the following:

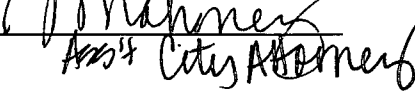
1. As of the date stated in Section 6 of this Release and Termination, the Washington State Department of Transportation's membership in the Basin Committee established by the Interlocal Agreement is terminated.
2. As of the date stated in Section 6 of this Release and Termination, all rights, obligations, duties and liabilities of the Washington State Department of Transportation under the terms of the Interlocal Agreement, and the Washington State Department of Transportation's status as a Party to the Interlocal Agreement, are terminated and the Washington State Department of Transportation is released from all right, obligations, duties and liabilities under the terms of the Interlocal Agreement.
3. The Parties waive the requirements contained in Section VIII.B of the Interlocal Agreement that one year's advance notice be given before a Party may withdraw from the Interlocal Agreement.
4. In signing this Release and Termination, each of the representatives of the Parties represents that he or she has the requisite authority to sign this Release and Termination on behalf of the entity that the individual represents.
5. The Release and Termination may be executed in multiple counterparts.
6. This release and Termination is effective as of *Nov. 16*, 2009

City of Des Moines

By: 

Date: 10/20/15

Title: City Manager

Approved as to Form:   
Ass't City Attorney

City of SeaTac

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

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Port of Seattle

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

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Washington State Department of Transportation

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

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

City of Des Moines

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

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

City of SeaTac

By: Todd Cutler

Date: 10/29/09

Title: CITY MANAGER

Approved as to Form: [Signature]

Port of Seattle

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

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Washington State Department of Transportation

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

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

City of Des Moines

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

City of SeaTac

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Port of Seattle

By: [Signature] Date: 12/18/09

Title: \_\_\_\_\_

Approved as to Form: [Signature] 12/15/09

Washington State Department of Transportation

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

City of Des Moines

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

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

City of SeaTac

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

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Port of Seattle

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

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Washington State Department of Transportation

By: *Donald J. Newman*

Date: *9/30/09*

Title: *Administrator / AWVSRP*

Approved as to Form: *Deborah A. Cude AAG*



04-A036

MEMORANDUM OF UNDERSTANDING  
CONCERNING THE DES MOINES CREEK BASIN RESTORATION  
PROJECTS INTERLOCAL AGREEMENT

May, 2006

This Memorandum of Understanding (MOU) concerning the Des Moines Creek Basin Restoration Projects Interlocal Agreement is entered into by the City of Des Moines, hereinafter referred to as "Des Moines," the City of SeaTac, hereinafter referred to as "SeaTac," the Port of Seattle, hereinafter referred to as the "Port," each of which is a Washington Municipal Corporation and collectively referred to as the "parties."

RECITALS

WHEREAS, in 2004 the parties, including the Washington State Department of Transportation ("WSDOT") and King County ("County") executed the Des Moines Creek Basin Restoration Projects Interlocal Agreement IV ("Agreement") for the purposes of cooperatively funding and constructing certain surface water management projects within the Des Moines Creek Basin to improve water quality, fish habitat, recreation, and flood storage values;

WHEREAS, since execution of the Agreement, cost, funding, permitting and design issues have arisen that were not contemplated by the parties;

WHEREAS, the parties have absorbed some administrative and project development costs throughout the design and implementation of the Basin Projects;

WHEREAS, the parties acknowledge that since execution of the Agreement, project cost increases have arise which would prevent bidding and construction of the Stream Bypass Pipe Project unless the parties committed additional funds for this project;

WHEREAS, the parties would like to insure that full funding will be available for the construction of the first three projects of the Des Moines Creek Basin Plan Restoration Projects which are: the Regional Detention Facility Phase 1 and 2, Marine View Drive Culvert Replacement Project and the Stream Bypass Pipe which are referred to as the "First Three Projects";

WHEREAS, the parties are concerned that executing an amendment to the 2004 Agreement with all members of the Basin Committee, including WSDOT and the County, could not be completed in time to allow bidding of the First Three Projects in time for construction during the 2006 construction season;

WHEREAS, in order to ensure that the First Three Projects can be bid in time for the 2006 construction season, the parties intend to enter into this Memorandum of Understanding (MOU) now, and as soon as reasonably possible, execute an amendment to the Agreement that incorporates the terms of this MOU, the June 2005 MOU and any other matters that should be addressed.

CITY OF SEATAC  
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JUN 19 2006

TIME:  
CITY CLERK'S OFFICE

NOW THEREFORE, the parties agree as follows:

PURPOSE OF THE MOU

1. The purpose of this MOU is to insure that nearly full funding is available for the construction of the First Three Projects. Below is an updated estimate of the cost to complete construction of the First Three Projects and associated actions, monitoring and permitting costs.

Project Cost

Regional Detention Facility Phase 1 and 2	\$ 12,293,945
Stream Bypass Pipe	\$ 1,609,888
Marine View Drive Culvert Replacement Project	\$ 7,364,019
Oversight and Compliance	\$ 315,206
Construction Coordinator	\$ 225,000
Project Monitoring	\$ 274,015
ILA Early Actions	\$ 72,550
Project Permitting	\$ 30,413
Arsenic Issues Plan Development	\$ 141,302
Baseline/Background/Arsenic Monitoring	\$ 743,782
Cap Design and MTCA Coordination	\$ 288,484
Long Term Monitoring Plan Development	\$ 227,450
Pond Depth Analysis Report	\$ 16,177

**GRAND TOTAL** \$ 23,602,231

The funding availability and shortfall is as follows:

Original Budget	\$ 18,300,000
Additional Port Contribution in June 2005 MOU	\$ 1,400,000
<b>Total Current Funding</b>	<b>\$ 19,700,000</b>

Total Cost \$ 23,602,231

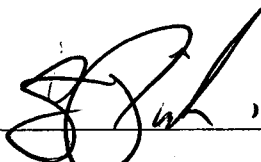
**Budget Shortfall** \$ 3,902,231

2. In order to ensure that most of the funds required for the First Three Projects are available, the parties agree to follow the funding split identified in the Agreement, under Section 6 - Costs, for both the Operation and Maintenance Fund and the Replacement and Improvement Fund to address the funding shortfall of \$3,902,231 for the First Three Projects.

Agency	Percentage of Contribution	Additional Contribution
Port	41%	\$1,599,915
SeaTac	41%	\$1,599,915
Des Moines	18%	\$702,402

City of Des Moines

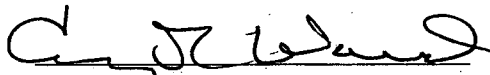
Approved as to form:

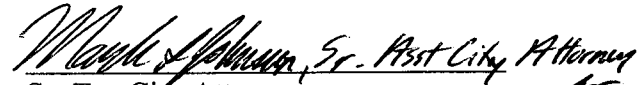
  
 \_\_\_\_\_  
 City Manager 5/12/06  
 Title Date

  
 \_\_\_\_\_  
 Des Moines City Attorney

City of SeaTac

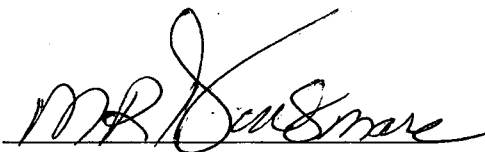
Approved as to form:

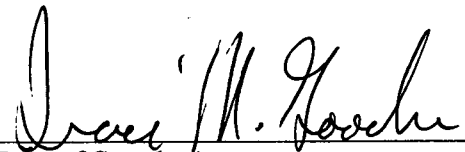
  
 \_\_\_\_\_  
 City Manager 5/22/06  
 Title Date

  
 \_\_\_\_\_  
 SeaTac City Attorney

Port of Seattle

Approved as to form:

  
 \_\_\_\_\_  
 CEO 6-2-06  
 Title Date

  
 \_\_\_\_\_  
 Port of Seattle Attorney

DES MOINES CREEK BASIN COMMITTEE  
MEMORANDUM OF UNDERSTANDING  
JUNE, 2005

04 A036

This Memorandum of Understanding is entered into by the City of Des Moines, hereinafter referred to as "Des Moines," the City of SeaTac, hereinafter referred to as "SeaTac," the Port of Seattle, hereinafter referred to as the "Port," the Washington State Department of Transportation, hereinafter referred to as the "STATE", and King County, hereinafter referred to as the "County", and collectively referred to as the "Parties," for the purpose of expressing their common understanding of the need to amend the Des Moines Creek Basin Plan Restoration Projects Interlocal Agreement, hereinafter referred to as "Agreement". The amendment is being jointly prepared by representatives of the Parties, who are in common agreement that the following issues need to be addressed.

WHEREAS, Des Moines, SeaTac, the Port and the STATE share jurisdiction and services within the Des Moines Creek Basin ("Basin") and recognize that it contains an extensive natural resource system including streams, lakes, and wetlands which are worthy of restoration and protection to promote water quality, fish habitat, recreation, and flood storage values in the Basin; and

WHEREAS, the Parties have worked diligently over the years to protect and preserve the natural resources and aquatic life in Des Moines Creek; and

WHEREAS, the Parties desire to address drainage, flooding, erosion and sedimentation, fish habitat degradation, and water quality problems throughout the Basin; and

WHEREAS, existing development in the Basin has resulted in conditions that threaten the stability and function of the natural resource system of the Basin; and

WHEREAS, the Parties have recognized that cooperative effort is the most effective and efficient way to protect the Basin's natural resource system and to address surface water-related problems across jurisdictions, and they have worked through previous interlocal agreements to form the Des Moines Creek Basin Committee ("Committee") to jointly address stream issues and to develop the Des Moines Creek Basin Plan ("Basin Plan"); and

WHEREAS, the Basin Plan proposes the construction of capital projects to control stream flows and improve water quality and fish habitat in the Basin; and

WHEREAS, the Parties' legislative authorities, excepting the STATE, have endorsed the Basin Plan and have authorized preparation of Final Design documents and application for permits; and

AGREEMENT NO. ~~DS-1100~~

CITY OF SEATAC  
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NOV 16 2006

TIME: \_\_\_\_\_  
CITY CLERK'S OFFICE

WHEREAS, the Basin Plan projects are an integral part of the storm water strategy for the SR 509 extension and will be submitted by the STATE to meet requirements imposed on the SR 509 project by permit and/or by law; and

WHEREAS, if the Basin Plan Restoration Projects are not completed, storm water management facilities will be built for the SR 509 project as required by the WSDOT Highway Runoff Manual, and the Basin Plan Restoration Projects are, therefore, a highway purpose; and

WHEREAS, the Basin Committee has secured permits to authorize initial construction of the proposed Basin Restoration Projects and has applied for other necessary permits; and

WHEREAS, the Parties have in good faith taken early actions to assist in completing project designs, providing information needed to obtain permits and to allow timely construction; and

WHEREAS, the Parties entered into the Agreement in June 2004 for the purpose of completing the design and construction of the Basin Projects;

NOW THEREFORE, the Parties in having authorized the final design and construction of the Basin Projects have identified items which were not addressed in the previous Agreement and now agree by this MOU that these issues should be addressed as an amendment to the Agreement. Further, there are currently design and permitting issues relating to the project which were not contemplated by the Agreement. The undersigned being authorized representatives of the Parties to the Agreement hereby express their common understanding that the Agreement needs to be amended and express their common intention to pursue such an amendment through their respective legislative approval processes to address the following issues:

1. The preliminary design for the Retention Detention Facility (RDF) anticipated the need to address some level of contaminates soil in the project area. The level of arsenic encountered and the permit required cleanup levels for the RDF project were not anticipated. The funding needed to comply with the permit conditions significantly exceeds the funding resources provided in the Agreement. Therefore, the Agreement needs to be amended to address the funding short fall for the projects.

Additional Financial Contribution. The Port agrees to contribute up to an additional \$1.4 million dollars for the construction of Phase II RDF projects, if these funds are required to ensure completion of the Phase II RDF projects during 2005. The amendment to this agreement shall recognize the Port's additional contribution to the funding of the Phase II RDF projects.

2. The Agreement is structured to require joint cooperation, funding and responsibility among the Parties for the operation and maintenance of the improvements. The Agreement language, however, is not specific with

regards to shared liability. Therefore, the Agreement needs to be amended to include language that clearly addresses the sharing of liability.

3. Due to permitting requirements, the originally estimated cost for the operation and maintenance of the facilities was under estimated. Therefore, the Agreement needs to be amended to adjust the operation and maintenance costs.
4. Due to permitting requirements, the originally estimated cost for the replacement of the facilities was under estimated. Therefore, the Agreement needs to be amended to adjust the life cycle and replacement cost for the improvements.
5. In addition to the funding short fall referenced in item 1 above, the Parties may need to manage the construction of the projects to coincide with their ability to pay for the improvements. Therefore, the Agreement needs to be amended to allow some of the improvements to be constructed within the time covered by the permits but toward the end of the allowable permit period.
6. The Port and the State have certain restrictions on how their contributions can be spent. Therefore, the Agreement needs to be amended to address these funding restrictions.



City of Des Moines

\_\_\_\_\_  
Title

Port of Seattle

\_\_\_\_\_  
Title

King County

\_\_\_\_\_  
Title

City of SeaTac

*Chris Kleland*  
Title *Interim City Manager*

WSDOT

\_\_\_\_\_  
Title

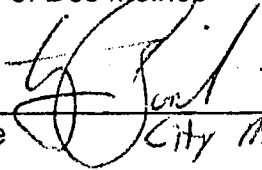
**Approved as to Form:**

*Mary Miranda Burfalo*

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5. In addition to the funding short fall referenced in item 1 above, the Parties may need to manage the construction of the projects to coincide with their ability to pay for the improvements. Therefore, the Agreement needs to be amended to allow some of the improvements to be constructed within the time covered by the permits but toward the end of the allowable permit period.
6. The Port and the State have certain restrictions on how their contributions can be spent. Therefore, the Agreement needs to be amended to address these funding restrictions.

City of Des Moines

  
Title \_\_\_\_\_  
*City Manager*

Port of Seattle

\_\_\_\_\_  
Title

King County

\_\_\_\_\_  
Title

City of SeaTac

\_\_\_\_\_  
Title

WSDOT

\_\_\_\_\_  
Title

City of Des Moines

\_\_\_\_\_  
Title

Port of Seattle

*Michael J. Steiner*

DEPUTY MAINTENANCE DIRECTOR - AVIATION

\_\_\_\_\_  
Title

King County

\_\_\_\_\_  
Title

City of SeaTac

\_\_\_\_\_  
Title

WSDOT

\_\_\_\_\_  
Title

City of Des Moines

City of SeaTac

\_\_\_\_\_  
Title

Port of Seattle

\_\_\_\_\_  
Title

WSDOT

\_\_\_\_\_  
Title

King County

*James S. Rieley*  
Assistant Division Director

Title

6.23.05

\_\_\_\_\_  
Title

City of Des Moines

City of SeaTac

\_\_\_\_\_  
Title

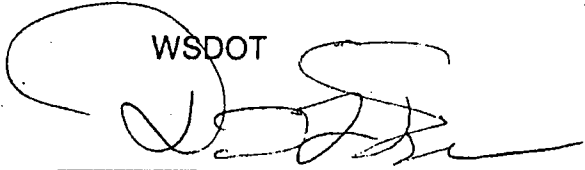
Port of Seattle

\_\_\_\_\_  
Title

King County

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Title

WSDOT  


\_\_\_\_\_  
Title

Urban Communities Office Admin

**Des Moines Creek Restoration Projects Interlocal Agreement**  
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\_\_\_\_\_ ON JUN 16 2004

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1  
2 **Des Moines Creek Basin Restoration Projects**  
3 **Interlocal Agreement**

4 This Agreement is entered into by the City of Des Moines, hereinafter referred to as "Des  
5 Moines," the City of SeaTac, hereinafter referred to as "SeaTac," the Port of Seattle, hereinafter  
6 referred to as the "Port," the Washington State Department of Transportation, hereinafter referred  
7 to as the "STATE", and King County, hereinafter referred to as the "County", and collectively  
8 referred to as the "Parties," for the purpose of constructing and operating several projects to  
9 implement the Des Moines Creek Basin Plan, jointly prepared by the Parties ("Agreement").

10 WHEREAS, Des Moines, SeaTac, the Port and the STATE share jurisdiction and services  
11 within the Des Moines Creek Basin ("Basin") and recognize that it contains an extensive natural  
12 resource system including streams, lakes, and wetlands which are worthy of restoration and  
13 protection to promote water quality, fish habitat, recreation, and flood storage values in the  
14 Basin; and

15 WHEREAS, the Parties have worked diligently over the years to protect and preserve the  
16 natural resources and aquatic life in Des Moines Creek; and

17 WHEREAS, the Parties desire to address drainage, flooding, erosion and sedimentation,  
18 fish habitat degradation, and water quality problems throughout the Basin; and

19 WHEREAS, existing development in the Basin has resulted in conditions that threaten the  
20 stability and function of the natural resource system of the Basin; and

21 WHEREAS, the Parties have recognized that cooperative effort is the most effective and  
22 efficient way to protect the Basin's natural resource system and to address surface water-related

**Des Moines Creek Restoration Projects Interlocal Agreement**

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1 problems across jurisdictions, and have worked through previous interlocal agreements  
2 (identified in Attachment 1) to form the Des Moines Creek Basin Committee ("Committee") to  
3 jointly address stream issues and to develop the Des Moines Creek Basin Plan ("Basin Plan");  
4 and

5 WHEREAS, the Basin Plan proposes the construction of capital projects to control stream  
6 flows and improve water quality and fish habitat in the Basin; and

7 WHEREAS, the Parties' legislative authorities, excepting the STATE, have endorsed the  
8 Basin Plan and have authorized preparation of Final Design documents and application for  
9 permits; and

10 WHEREAS, the Basin Plan projects are an integral part of the stormwater strategy for the  
11 SR 509 extension and will be submitted by the STATE to meet requirements imposed on the SR  
12 509 project by permit and/or by law; and

13 WHEREAS, if the Basin Plan Restoration Projects are not completed, storm water  
14 management facilities will be built for the SR 509 project as required by the WSDOT Highway  
15 Runoff Manual, and the Basin Plan Restoration Projects are therefore a highway purpose; and

16 WHEREAS, the Basin Committee has secured permits to authorize initial construction of  
17 the proposed Basin Restoration Projects and has applied for other necessary permits; and

18 WHEREAS, the Parties have in good faith taken early actions to assist in completing  
19 project designs, providing information needed to obtain permits and to allow timely construction;  
20 and

21 WHEREAS, the Basin Committee intends to reimburse those Parties who funded early  
22 actions on behalf of the Basin Restoration Projects; and

**Des Moines Creek Restoration Projects Interlocal Agreement**

**Page 5**

1           WHEREAS, the Basin Committee intends to reimburse those Parties who funded ongoing  
2 activities approved by the Committee as necessary to complete work and secure permits  
3 authorized by the previous Interlocal Agreement for Final Design and Permitting; and

4           WHEREAS, the Parties recognize and appreciate the contribution made by King County in  
5 funding five percent of the planning and engineering costs for development of the Basin Plan and  
6 in making available the expertise and assistance of County staff; and

7           WHEREAS, the Parties recognize and appreciate the contribution made by the Port of  
8 Seattle in providing easements to construct the Regional Detention Facility and portions of the  
9 Bypass Pipe; and

10           WHEREAS, the Parties recognize and appreciate the contribution made by SeaTac in  
11 providing easements to construct portions of the Bypass Pipe and significant funding for project  
12 development; and

13           WHEREAS, the Parties recognize and appreciate the contribution made by the STATE in  
14 providing easements to construct portions of the Bypass Pipe; and

15           WHEREAS, the Parties recognize and appreciate the contribution made by Des Moines in  
16 performing the planning, engineering, and permitting for construction of the Marine View Drive  
17 Bridge, and for providing the easements necessary to construct portions of the Bypass Pipe; and

18           WHEREAS, the Parties recognize and appreciate the donation of the abandoned sewer line  
19 and outfall by the Midway Sewer District; and

20           WHEREAS, pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, the Parties  
21 are each authorized to enter into an agreement for cooperative action;

22           NOW THEREFORE, the Parties agree as follows:  
23

1 **I. PURPOSE**

2 The purpose of this Agreement is to provide the means by which the Parties, acting through a  
3 joint board under the authority of RCW 39.34.030(4)(a), hereinafter referred to as “the Basin  
4 Committee” or the “Committee”, will cooperate to conduct and fund the following Basin Plan  
5 implementation activities as more fully described herein:

6 A. Funding and managing the construction of capital projects, known as the Des Moines Creek  
7 Basin Restoration Projects (hereinafter referred to as “Projects”), addressing surface water  
8 and fish habitat issues within the Basin. Specific projects include the Regional Detention  
9 Facility, the Bypass Pipe, the Flow Augmentation Facility, the Habitat Enhancement and  
10 Restoration Projects, and the Marine View Drive Culvert Replacement.

11 B. Funding and managing ongoing operation and maintenance (O&M) of the Projects. O&M  
12 activities are intended to maintain compliance with permit conditions, to optimize operation  
13 of the Projects to maximize environmental benefits, to respond effectively to emergency  
14 conditions, and to provide for funding of necessary annual operations and maintenance  
15 including short-term adaptive management and long-term major maintenance due to aging  
16 or unforeseen circumstances.

17 C. Ongoing monitoring of project effectiveness to document compliance with permitting  
18 conditions and to quantify effectiveness of the projects in meeting environmental  
19 improvement, hydrologic and engineering design goals. Monitoring results will serve as the  
20 basis for any changes proposed to the Projects as part of an adaptive management program  
21 addressing ongoing O&M issues.

22 D. Authorize reimbursement for some of the Parties, as shown in Attachment 2, for early  
23 actions taken to complete tasks which were not included in any previously approved scope

1 of work but that were needed to complete project design, provide information needed to  
2 obtain permits and/or allow timely progress towards construction.

3 E. Authorize amendment of the Scope and Budget approved under the previous Interlocal  
4 Agreement for Final Design and Permitting of the Basin Restoration Projects (“Design  
5 Interlocal Agreement”) as shown in Attachment 3. This budget amendment is for actions  
6 which were beyond the Scope and Budget of the Design Interlocal Agreement, and were  
7 previously approved by the Committee as necessary to complete work and obtain permits in  
8 a timely manner.

9 F. Creation and management of a Replacement and Improvement Fund, a Construction Fund,  
10 and an O&M Fund to provide for collection and distribution of funds necessary for  
11 construction and ongoing operation and maintenance of the Projects.

12 G. Establishment of an administrative structure to continue the Basin Committee and to provide  
13 it with the mechanisms needed to manage the construction and operation of the Basin Plan  
14 Restoration Projects.

15  
16 **II. PROJECT ADMINISTRATION AND COORDINATION**

17 All construction and ongoing operation and maintenance activities shall be performed under the  
18 management of the Des Moines Creek Basin Committee.

19 **A. Basin Committee Organization**

20 1. Overall project management and direction will be performed by the Committee, which  
21 will meet once a month or as otherwise scheduled to review project work products and  
22 approve necessary changes to project activities including amending the Scope of Work  
23 and Budget, authorizing the Treasurer to make payments, approving design changes, and

1 other necessary oversight activities related to the construction and operation of the  
2 Projects.

3 2. The Committee will be composed of one voting member each from SeaTac, Des Moines,  
4 the Port, the STATE, and King County. A quorum for a meeting is representation or a  
5 proxy from all Committee voting members. Upon the end of construction and final  
6 acceptance of all Projects by the Basin Committee, the memberships of the STATE and  
7 King County shall terminate, and all rights, obligations, duties, and liabilities of the  
8 STATE and King County under this Agreement shall terminate and cease to exist except  
9 that King County retains the right to collect costs previously incurred hereunder. Both  
10 the STATE and King county may continue to provide input to the Basin Committee, but  
11 not as members of the Committee. Midway Sewer District shall be invited to participate  
12 as a non-voting member of the Basin Committee.

13 3. Each Party shall appoint one representative to serve on the Committee who shall be  
14 empowered as their jurisdiction shall direct. The SeaTac and Des Moines representative  
15 shall be appointed by the City Manager, the STATE representative shall be appointed by  
16 the Urban Corridors Administrator, the Port representative shall be appointed by the  
17 Aviation Division Deputy Managing Director, and the King County representative shall  
18 be appointed by the Director of King County Department of Natural Resources and  
19 Parks. Additional staff persons of the Parties are welcome to attend Basin committee  
20 meetings to support Committee activities.

21 4. The Committee shall continue to operate as a project management team, reaching  
22 decisions by consensus with all parties represented at the meeting, except that in the case  
23 of emergency meetings decisions will be by consensus of the Parties present. Consensus

1 shall mean a unanimous agreement of all the voting Parties to proceed in a specified  
2 manner. Issues that cannot be decided by consensus of the Basin Committee will be  
3 referred as needed to each of the officials appointing the representatives for resolution.  
4 Should two or more Parties request, professional mediation services will be retained to  
5 assist these officials in reaching a decision. In the event that these officials do not reach  
6 agreement within 30 days, the issue shall be submitted to binding arbitration.

- 7 5. The Committee shall elect a Chairperson from among the voting members to serve a two  
8 year term.

9 B. Committee Powers and Responsibilities

- 10 1. The Committee shall meet regularly to consider issues relating to the construction and  
11 operation of the Projects, and to reach timely decisions on proposed project changes as  
12 described in Section IV (Project Changes).
- 13 2. The Committee shall approve a Scope of Work and Budget for all activities relating to  
14 the construction and operation of the Projects.
- 15 3. The Committee shall manage and direct each of the Parties that are authorized under this  
16 Agreement to enter into contracts, as more fully set forth below, to accomplish specific  
17 project activities as outlined further in this Agreement.
- 18 4. The Committee shall hold all permits for the Projects, except for the Marine View Drive  
19 Culvert Replacement project permits which shall be held by Des Moines.
- 20 5. The Committee shall serve as the final authority for any proposed design changes, except  
21 the Committee may delegate approval of certain change orders and design changes to the  
22 Construction Coordinator and the Oversight and Compliance Coordinator or Project  
23 Managers as identified in section IV (Project Changes)

1 6. The Committee shall annually review a proposed Scope of Work and Budget submitted  
2 by the Operations and Maintenance Coordinator to fund O&M activities for the following  
3 year.

4 7. The Committee shall set an annual charge for each Party's contribution to the Operation  
5 and Maintenance Fund, except that neither the STATE nor King County shall be required  
6 to contribute to this Fund. The Committee shall establish the annual charge for each  
7 calendar year by September 1<sup>st</sup> of the preceding year.

8 8. The Committee shall establish an annual charge for each Party's contribution to the  
9 Replacement and Improvement Fund, except that neither the STATE nor King County  
10 shall be required to contribute to this Fund. The Committee shall establish the charge for  
11 each calendar year by September 1<sup>st</sup> of the preceding year.

12 9. The Committee shall authorize the Treasurer to make payments for approved activities as  
13 described in Section II.F.1 (Staff Duties - Treasurer).

14 10. The Committee shall elect a Chair.

15 11. The Committee may authorize a Party to hire a coordinator on behalf of the Committee.

16 C. Committee Member Duties

17 1. The Committee member of each Party shall make every effort to attend all regular  
18 meetings of the Basin Committee.

19 2. When an appointed member cannot attend a Committee meeting the appointing Party  
20 shall send a substitute fully authorized to act on behalf of the Party, or provide another  
21 Party with a proxy vote for any decisions before the Committee. To exercise a proxy,  
22 the absent Party must notify the Chair orally or in writing prior to the meeting of their  
23 intended absence, the Party to which they have assigned their proxy, and any limits on



1 that proxy. The Chair may be designated as proxy. No member may vote more than  
2 one proxy.

3 3. The Parties shall make every effort to support timely decision-making by the  
4 Committee. Should a Committee decision be held in abeyance for two of more  
5 regularly scheduled meetings due to consecutive absences of one Party, the Committee  
6 may at their discretion choose to proceed with decision-making for any or all of the  
7 issues held in abeyance by the absences.

8 4. Each of the Parties shall make every effort to have their appointed representative attend  
9 emergency meetings of the Committee or to send a substitute authorized to take action.  
10 Given the inherent time-sensitive nature of emergency meetings, decisions shall be  
11 made by consensus of the Parties in attendance. Members are authorized to delegate  
12 proxy authority to any of the other Parties, providing the chair is notified by the absent  
13 Party prior to the start of the meeting.

14 D. Committee Chair Duties

15 1. The Chair of the Committee shall serve as the primary contact person for the Committee  
16 for communications relating to the construction and operation of the Projects. The  
17 Chair shall serve as the recipient of mail and other forms of communication intended for  
18 the Committee and shall provide copies of such communications in a timely manner to  
19 the appropriate Parties and staff.

20 2. The Chair shall schedule regular meetings of the Committee and shall communicate the  
21 time and location of the scheduled meetings to other Parties and affected staff at least  
22 two weeks prior to any regular meeting.

- 1 3. The Chair shall call emergency meetings whenever an emergency situation calls for  
2 rapid decisions by the Committee. Emergency meetings may be called with 24 hour  
3 notice.
- 4 4. The Chair shall set the agenda for regular and emergency meetings and shall prepare  
5 minutes for all meetings of the Committee.
- 6 5. The Chair shall recognize the proxy of any Party which has requested proxy  
7 representation prior to the start of a meeting. For instances where the Chair has been  
8 assigned the proxy for the absent member, the Chair shall vote the proxy.
- 9 6. The Chair's term shall be 2 years.
- 10 7. The Chair is authorized to sign documents on behalf of the Committee.

11 E. Committee Staffing

- 12 1. The Parties hereby authorize one or more of the Parties to act on their behalf in order to  
13 accomplish specific project activities as described herein, and authorize the Committee to  
14 compensate those Parties for their activities on behalf of the Parties. The Parties so  
15 authorized may, on behalf of all the Parties, under the Committee's management and  
16 direction, provide staff and let contracts as necessary to carry out the specific project  
17 activities assigned. Attachment 4 shows identified Committee staff positions and their  
18 reporting structure.
- 19 2. The Committee shall appoint one Member to serve as Treasurer which may be a single  
20 individual or an entity. A Scope of Work and Budget for the duties of Treasurer shall be  
21 developed and approved by the Committee, and the Committee is hereby authorized to  
22 approve funding for this position, which funding shall be included in the Operations and  
23 Maintenance Fund, and which funding shall not exceed the actual costs incurred in

1 performing the duties of this position. The Treasurer for the Committee shall be SeaTac,  
2 until such time as the Committee appoints another Party to serve as Treasurer.

3 3. The Committee shall appoint a Construction Coordinator which may be a single  
4 individual or an entity. The position of Construction Coordinator shall be dissolved upon  
5 completion of construction and final acceptance of the projects. A Scope of Work and  
6 Budget for the duties of Construction Coordinator shall be developed and the Committee  
7 is hereby authorized to approve the funding for this position, which funding shall be  
8 included in the Construction Fund and which funding shall not exceed the actual costs  
9 incurred in performing the duties of this position. The Construction Coordinator shall be  
10 SeaTac until such time as the Committee appoints another Party to serve as Construction  
11 Coordinator.

12 4. The Committee shall appoint an Oversight and Compliance Coordinator which may be a  
13 single individual or an entity. The position of Oversight and Compliance Coordinator  
14 shall be dissolved upon the completion of construction and final acceptance of the  
15 projects. A Scope of Work and Budget for the duties of Oversight and Compliance  
16 Coordinator shall be developed and the Committee is hereby authorized to approve the  
17 funding for this position, which funding shall be included in the Construction Fund and  
18 which funding shall not exceed the actual costs incurred in performing the duties of this  
19 position. The Oversight and Compliance Coordinator shall be King County until such  
20 time as the Committee appoints another Party to serve as Oversight and Compliance  
21 Coordinator.

22 5. The Committee shall appoint an Operations and Maintenance Coordinator which may be  
23 a single individual or an entity. A Scope of Work and Budget for the duties of

1 Operations and Maintenance Coordinator shall be developed and the Committee is  
2 hereby authorized to approve the funding for this position, which funding shall be  
3 included in the Operations and Maintenance Fund and which funding shall not exceed the  
4 actual costs incurred in performing the duties of this position. The Operations and  
5 Maintenance Coordinator shall be King County until such time as the Committee  
6 appoints another Party to serve as Operations and Maintenance Coordinator.

7 6. The Committee shall appoint a Regional Detention Facility (RDF) Project Manager  
8 which may be a single individual or an entity. A Scope of Work and Budget for the  
9 duties of RDF Project Manager shall be developed and the Committee is hereby  
10 authorized to approve the funding for this position, which funding shall be included as an  
11 RDF project cost and which funding shall not exceed the actual costs incurred in  
12 performing the duties of this position. The RDF Project Manager shall be the Port until  
13 such time as the Committee appoints another Party to serve as RDF Project Manager.

14 7. The Committee shall appoint a Bypass Pipe Project Manager which may be a single  
15 individual or an entity. A Scope of Work and Budget for the duties of Bypass Pipe  
16 Project Manager shall be developed and the Committee is hereby authorized to approve  
17 the funding for this position, which funding shall be included as a Bypass Pipe project  
18 cost and which funding shall not exceed the actual costs incurred in performing the duties  
19 of this position. The Bypass Pipe Project Manager shall be SeaTac until such time as the  
20 Committee appoints another Party to serve as Bypass Pipe Project Manager.

21 8. The Committee shall appoint a Habitat Enhancement and Restoration Project Manager  
22 which may be a single individual or an entity. A Scope of Work and Budget for the  
23 duties of Habitat Enhancement and Restoration Project Manager shall be developed and

1 the Committee is hereby authorized to approve the funding for this position, which  
2 funding shall be included as a Habitat Enhancement and Restoration project cost and  
3 which funding shall not exceed the actual costs incurred in performing the duties of this  
4 position. The Habitat Enhancement and Restoration Project Manager shall be King  
5 County until such time as the Committee appoints another Party to serve as Habitat  
6 Enhancement and Restoration Project Manager.

7 9. The Committee shall appoint a Flow Augmentation Project Manager which may be a  
8 single individual or an entity. A Scope of Work and Budget for the duties of Flow  
9 Augmentation Project Manager shall be developed and the Committee is hereby  
10 authorized to approve the funding for this position, which funding shall be included as a  
11 Flow Augmentation project cost and which funding shall not exceed the actual costs  
12 incurred in performing the duties of this position. The Flow Augmentation Project  
13 Manager shall be King County until such time as the Committee appoints another Party  
14 to serve as Flow Augmentation Project Manager.

15 10. The Committee shall appoint a Marine View Drive Culvert Replacement Project  
16 Manager which may be a single individual or an entity. A Scope of Work and Budget for  
17 the duties of Marine View Drive Culvert Replacement Project Manager shall be  
18 developed and the Committee is hereby authorized to approve the funding for this  
19 position, which funding shall be included as a Marine View Drive project cost and which  
20 funding shall not exceed the actual costs incurred in performing the duties of this  
21 position. The Marine View Drive Project Manager shall be Des Moines until such time as  
22 the Committee appoints another Party to serve as Marine View Drive Project Manager.

1 11. The Committee may, at its discretion, appoint a Party to hire a Basin Committee  
2 Coordinator. A Scope of Work and Budget shall be developed and the Committee is  
3 hereby authorized to approve the funding for this position, which funding shall be  
4 included in the Operations and Maintenance Fund.

5 F. Staff Duties

6 1. Treasurer

- 7 a) The Treasurer shall set up, manage, and oversee the management of the  
8 Replacement and Improvement Fund, the Construction Fund and the O&M Fund.
- 9 b) The Treasurer shall provide the Committee with a quarterly update of the status of  
10 the Construction Fund, and a semi-annual update of the status of the Replacement  
11 and Improvement Fund and the O&M Fund.
- 12 c) The Treasurer shall bill the Parties for their contributions to the Construction Fund  
13 as provided for in this Agreement, and their annual contributions to the  
14 Replacement and Improvement Fund and the O&M Fund, as described in Section  
15 VI (Costs) of this agreement.
- 16 d) The Treasurer shall hold moneys collected for each Fund in separate accounts. Any  
17 interest collected shall remain in that account for that Fund.
- 18 e) The Treasurer shall issue payments to Parties or their contractors for work  
19 performed in accomplishing the duties and responsibilities identified by an  
20 approved project Scope of Work, provided such payment requests are within the  
21 approved project Budget and for work within the scope of the contract. Approval  
22 of payments shall be certified by one of the following: the Construction  
23 Coordinator, the Committee Chair or the Committee.

- 1           **f)** The Treasurer shall issue payments within 30 days of receiving an approved  
2           invoice.
- 3           **g)** The Treasurer shall maintain records and reports sufficient to satisfy state audits.  
4           and shall retain records for at least six years after completion of each contract

5           **2. Construction Coordinator**

- 6           **a)** The Construction Coordinator shall serve as a single point of contact for  
7           construction related activities, acting under the direction and management of the  
8           Committee.
- 9           **b)** The Construction Coordinator in cooperation with the designated Project Managers  
10           shall prepare recommendations to the Committee on the number of contracts, the  
11           Scope of Work and Budget for each contract, and the management and oversight  
12           conditions of specific contracts needed to construct the Projects as directed by the  
13           Committee.
- 14           **c)** The Construction Coordinator shall obtain Committee approval of a Scope and  
15           Budget prior to any contracts for construction being entered into by any of the  
16           designated Parties through their appointed Project Manager
- 17           **d)** The Construction Coordinator shall oversee the change order and design change  
18           processes, as described in Section IV (Project Changes).
- 19           **e)** The Construction Coordinator shall provide certification to the Treasurer indicating  
20           the Construction Coordinator's approval to proceed with making payments for  
21           specific Project costs.
- 22           **f)** The Construction Coordinator shall provide the Committee with a monthly update  
23           of the status of all Projects and a report listing approved change orders and design

1 changes, current schedule for completion, costs to date, budget status and trends,  
2 identification of any coordination difficulties, current status of all contracts, a  
3 summary of contractor performance, forecast cost to complete the projects, lessons  
4 learned, and other such information as requested by the Committee.

5 g) The Construction Coordinator shall recommend to the Committee when to proceed  
6 with final acceptance of Projects.

7 h) Upon completion of construction and final acceptance of the Projects, the position  
8 of Construction Coordinator shall be dissolved and any remaining responsibilities  
9 shall be turned over to the O&M Coordinator

10 3. Oversight and Compliance Coordinator

11 a) The Oversight and Compliance Coordinator shall assist the Construction  
12 Coordinator in the management of the change order and design change process as  
13 described in section IV (Project Changes).

14 b) The Oversight and Compliance Coordinator shall prepare a monthly report to the  
15 Committee detailing the effectiveness of permit compliance and monitoring  
16 activities for the Projects both individually and collectively.

17 c) The Oversight and Compliance Coordinator shall provide oversight of erosion  
18 control and monitoring to ascertain that construction of the Projects individually  
19 and collectively adheres to permit and reporting requirements and design goals.

20 d) The Oversight and Compliance Coordinator shall work in cooperation with the  
21 Construction Coordinator and the Project Managers to develop a monitoring  
22 program sufficient to provide data needed for permit compliance, to document the  
23 effectiveness of the Projects in fulfilling their hydrologic design and natural



1 resource restoration goals, and to serve as the basis of an adaptive management  
2 program.

3 e) The Oversight and Compliance Coordinator shall provide oversight of construction  
4 inspection and testing to ascertain that there are uniform standards and reliable  
5 results among the Projects,

6 f) The Oversight and Compliance Coordinator shall monitor the individual Project  
7 Managers to ensure that the Projects are consistent with permit requirements and  
8 are well integrated with other construction activities in the vicinity.

9 g) The Oversight and Compliance Coordinator shall work in cooperation with the  
10 Construction Coordinator and affected local public works, fire and safety officials,  
11 to develop an Emergency Response Plan detailing how the Projects will be  
12 operated in the event of emergencies, detailing how decision-making will occur  
13 during emergencies, and detailing specific roles and responsibilities for carrying  
14 out the actions necessary to protect public health and safety and assure the safe and  
15 effective ongoing operation of the Projects. The Emergency Response Plan shall  
16 be completed and approved prior to final acceptance of the projects.

17 h) The Oversight and Compliance Coordinator shall be responsible for arranging for  
18 regular meetings and field reviews by the resource agencies.

19 i) The Oversight and Compliance Coordinator shall recommend to the Committee  
20 when to proceed with final acceptance of Projects.

21 j) Upon completion of construction and final acceptance of the Projects, the position  
22 of Oversight and Compliance Coordinator shall be dissolved and any remaining  
23 responsibilities shall be turned over to the O&M Coordinator.

1 4. Operations and Maintenance Coordinator

- 2 a) The O&M Coordinator shall oversee the ongoing operation and maintenance of the  
3 Projects upon completion of construction and final acceptance of the Projects.
- 4 b) The O&M Coordinator shall oversee operations and ascertain whether the ongoing  
5 operation of the Projects complies with permit conditions, including all long term  
6 monitoring and reporting responsibilities, and provide the Committee with timely  
7 advice on the status of Project operations.
- 8 c) The O&M Coordinator shall develop an annual budget and scope of work  
9 addressing O&M activities for the following year, which shall be submitted to the  
10 Committee for approval prior to July 1<sup>st</sup> each year. The budget shall include the  
11 estimated Operation & Maintenance budget, estimated annual contributions for  
12 each Party, forecasted expenditures for current year and any remaining balance  
13 from previous years. This budget shall be forwarded to each of the Parties for  
14 review and for appropriation action, if required by the legislative or administrative  
15 processes and procedures of that Party.
- 16 d) The O&M Coordinator shall adhere to the approved Scope and Budget for annual  
17 O&M activities.
- 18 e) The Parties hereby authorize the O&M Coordinator, under the direction and  
19 management of the Committee, to enter into the contracts necessary to accomplish  
20 ongoing operation and maintenance of the Projects. The O&M Coordinator shall  
21 obtain committee approval of a Scope and Budget for each contract, and the  
22 management and oversight conditions of specific contracts needed to carry out the

1 purposes of the Committee. A list of anticipated O&M contracts is given in  
2 Attachment 5.

3 **f)** The O&M Coordinator shall prepare annual recommendations on the number of  
4 contracts, the tasks within each contract, and the management and oversight of  
5 specific contracts needed to provide for the ongoing operation and maintenance of  
6 the Projects.

7 **g)** The O&M Coordinator shall prepare updates to the Emergency Response Plan as  
8 needed. All updates to the Emergency Response Plan shall be approved by the  
9 Committee prior to implementation.

10 **h)** The O&M Coordinator shall bring all proposed changes in approved O&M  
11 activities to the Committee for their approval prior to implementation, excepting  
12 emergency actions which may be implemented immediately providing the changes  
13 in emergency activities adhere to the adopted Emergency Action Plan whenever  
14 possible.

15 **i)** The O&M Coordinator shall oversee all Adaptive Management efforts associated  
16 with the ongoing operation and maintenance of the Projects, and shall prepare a  
17 report to the Committee at no more than 5 year intervals with specific  
18 recommendations for any changes to Project O&M suggested by the results of the  
19 adaptive management program.

20 **j)** The O&M Coordinator shall oversee the implementation of the Emergency  
21 Response Plan, and shall work with appropriate local public works, fire and safety  
22 officials to perform an annual emergency response training event.

1 k) The O&M Coordinator shall prepare a semi-annual report to the Committee  
2 detailing the status of Projects, any suggested operational changes, and a record of  
3 maintenance activities undertaken in the half-year. The report shall be submitted  
4 as part of the annual O&M budget review.

5 l) The O&M Coordinator shall assume any remaining duties of the Oversight and  
6 Compliance Coordinator and the Construction Coordinator when those positions  
7 are dissolved at the completion of construction and final acceptance of Projects.

8 5. Project Managers

9 a) The Parties hereby authorize Project Managers, under the direction and  
10 management of the Committee, to enter into contracts for the construction of their  
11 respective individual project, provided such contracts adhere to the approved Scope  
12 and Budget for their Project.

13 b) Project Managers shall be responsible for the administration of contracts and  
14 agreements necessary to accomplish the construction of their Project in a timely  
15 fashion.

16 c) Project Managers shall work in cooperation with the Construction Coordinator and  
17 the Oversight and Compliance Coordinator to ensure that contracts and agreements  
18 for their Project are consistent with permit requirements and other agreements, are  
19 within the Committee approved Scope and Budget for the Project and are consistent  
20 with the Committee's design goals.

21 d) Project Managers shall work in cooperation with the Oversight and Compliance  
22 Coordinator to ensure that construction inspection and testing are uniform and  
23 reliable across all Projects, and are performed in a timely manner.

- 1 e) Project Managers shall work in cooperation with the Oversight and Compliance  
2 Coordinator and the Construction Coordinator to ascertain that Committee staff and  
3 their representatives (to include contractors) have the necessary access to the site to  
4 confirm that specific Projects are being constructed in compliance with permit  
5 conditions, monitoring needs, design goals, and contract plans and specifications.
- 6 f) Project Managers shall perform or arrange for appropriate construction inspection  
7 and testing as called for by the Scope of Work.
- 8 g) Project Managers shall adhere to the design change and change order process  
9 described in Section IV (Project Changes) and shall obtain permission through the  
10 Construction Coordinator and the Oversight and Compliance Coordinator for any  
11 change orders or proposed design changes that exceed their authority.
- 12 h) Project Managers shall provide a monthly progress report to the Construction  
13 Coordinator which shall include all change orders approved under the Project  
14 Manager's authority, current schedule for completion, costs to date, budget status  
15 and trends, identification of any coordination difficulties, current status of all  
16 contracts, a summary of contractor performance, forecast cost to complete the  
17 project, lessons learned, and other such information as requested by the  
18 Construction Coordinator.

19 6. Basin Committee Coordinator

- 20 a) A Basin Committee Coordinator may be authorized by the Committee to be  
21 appointed and funded by one of the Parties. If so appointed, the Basin Committee  
22 Coordinator shall serve as a meeting facilitator for the Committee, prepare agenda

1 and meeting notes, prepare issue papers and other documents as needed to assist the  
2 Committee in analyzing issues and reaching decisions.

3 b) The Basin Committee Coordinator shall serve at the discretion of the Committee.

4 c) The Basin Committee Coordinator shall perform other duties as assigned by the  
5 Committee.

6  
7 **III. PROJECT ACTIVITIES**

8 All plans, specifications and cost estimates shall be prepared in accordance with the current State  
9 of Washington Standard Specifications for Road, Bridge and Municipal Construction, and  
10 amendments thereto, and adopted design standards, unless otherwise noted. The following  
11 activities will be accomplished under the direction and management of the Committee:

12 A. Construction of a Regional Detention Facility (RDF) to increase the ability of the wetland to  
13 store excess stream flows, to replace invasive and non-native wetland plants with native  
14 wetland plants and to provide conditions conducive to water quality improvements and  
15 improvements in stream flows. The RDF will consist of excavations around the perimeter of  
16 the Northwest Ponds wetlands, plantings in excavated areas, construction of two berms and  
17 associated control structures, construction of diversion piping, relocation and restoration of  
18 2100 feet of stream channel and restoration of the riparian corridor along both existing and  
19 relocated creek segments north of South 200<sup>th</sup> Street. Construction of the RDF is described  
20 in the attached Scope of Work and Budget (Attachment 6).

21 B. Construction of the Bypass Pipe to allow destructive volumes of existing stream flows to be  
22 removed from sensitive natural stream sections and conveyed through a single-use stream  
23 Bypass Pipe directly to Puget Sound, where it will discharge on the slope of the stream delta

1 at a depth of approximately 135 feet below sea level. Construction of the Bypass Pipe is  
2 described in the attached Scope of Work and Budget (Attachment 7).

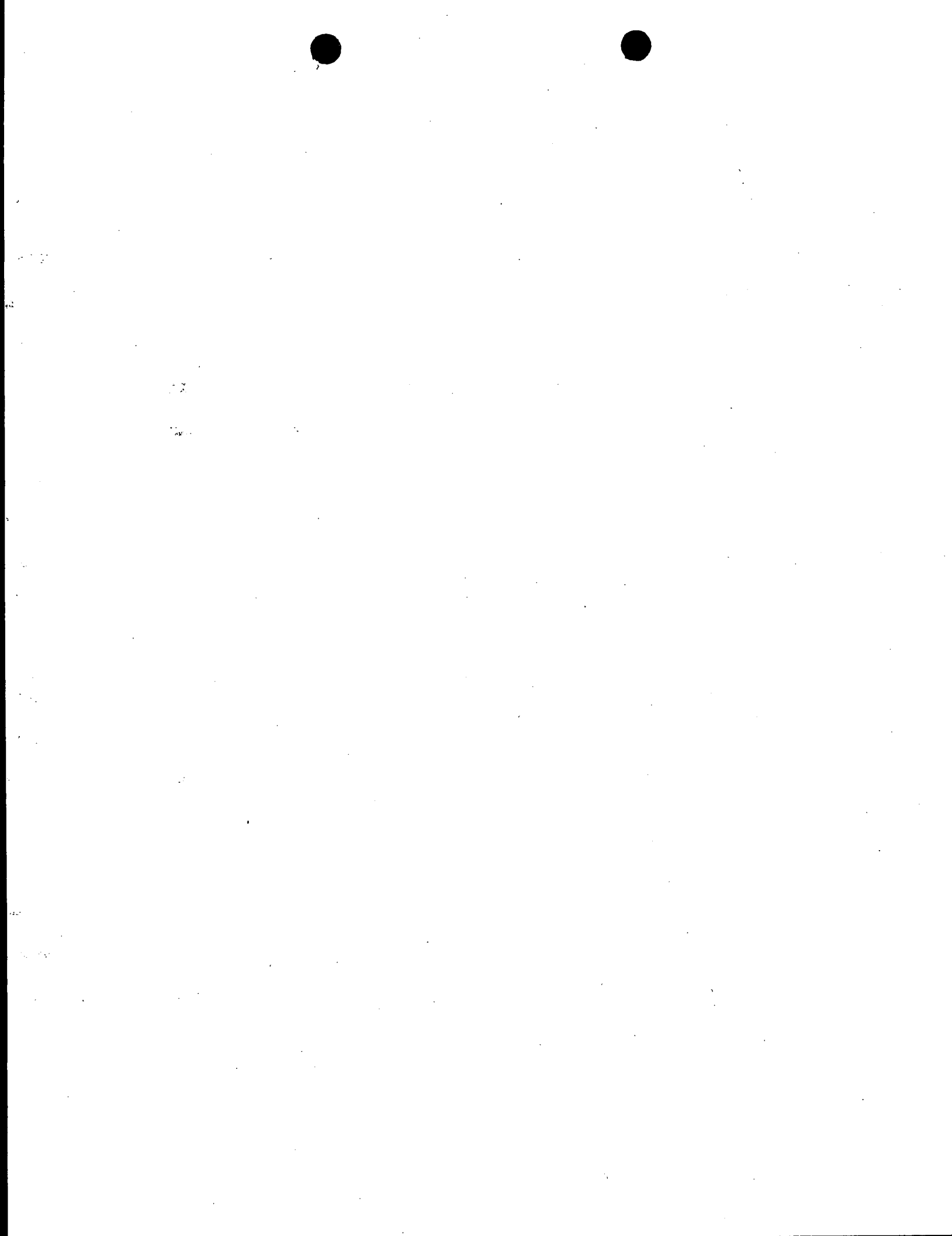
3 C. Construction of a Flow Augmentation Facility to allow for addition of groundwater to the  
4 stream during times of extremely low stream flows, for the purpose of sustaining a minimal  
5 level of aquatic life in the streams low flow channel. Final design and construction of the  
6 Flow Augmentation Facility is described in the attached Scope of Work and Budget  
7 (Attachment 8).

8 D. Construction of the Habitat Enhancement and Restoration Projects to stabilize habitat  
9 structures and increase the quantity and quality of aquatic habitat within Des Moines Creek,  
10 between South 200<sup>th</sup> Street and Puget Sound. Final design and construction of the Habitat  
11 Enhancement and Restoration Projects is described in the attached Scope of Work and  
12 Budget (Attachment 9).

13 E. Construction of the Marine View Drive Culvert Replacement to remove the existing culvert,  
14 which constrains the stream and blocks migration of fish, and replace it with a bridge.  
15 Construction of the Marine View Drive Culvert Replacement is described in the attached  
16 Scope of Work and Budget (Attachment 10).

17 F. Oversight and monitoring of the Projects during the construction phase to ascertain  
18 compliance with design goals, permit requirements, monitoring requirements, erosion  
19 control requirements, and appropriate guidelines.

20 G. Ongoing Operation and Maintenance of the Projects after construction and final acceptance  
21 of the Projects, including but not limited to maintenance and operation of constructed  
22 structures, maintenance and replanting of wetland plantings, maintenance and replanting of  
23 streamside vegetation, bank protection activities, maintenance of aquatic habitat structures,





- 1 C. The Design Change and Change Order process is shown on Attachment 11. Project  
2 Managers are authorized to approve Change Orders which do not exceed the lesser of  
3 \$25,000 or 10% of project contingency, or which do not extend the completion date of the  
4 project by 7 days or more. All other requests for Change Orders and all Design Changes  
5 will be forwarded to the Construction Coordinator.
- 6 D. The Construction Coordinator is authorized to approve Change Orders that are within the  
7 Scope and Budget of the individual projects provided that they do not exceed 10% of the  
8 project contingency, providing the Oversight and Compliance Coordinator concurs with the  
9 recommended change.
- 10 E. The Construction Coordinator shall forward to the Committee all requests for change orders  
11 that are out-of-scope, or out-of-budget, or exceed 10% of Project contingency, or where the  
12 Construction Coordinator and the Oversight and Compliance Coordinator could not reach  
13 consensus on a recommended action. The Construction Coordinator shall prepare a written  
14 report summarizing the proposed change, the affect on Project budgets and schedules, and  
15 include any recommendations from the Oversight and Compliance Coordinator. The  
16 Committee shall have final authority for all Change Orders that do not meet the  
17 requirements of paragraph D (above).
- 18 F. The Construction Coordinator and the Oversight and Compliance Coordinator will consult  
19 on all requested Design Changes to determine if review by the Engineer of Record is  
20 warranted. The requested Design Change will be forwarded to the Engineer of Record if  
21 either or both of the Coordinators requests such review. Upon receipt of the Engineer of  
22 Record's review, or if neither Coordinator requests review by the Engineer of Record, the

1 Coordinators shall prepare a written report for the Committee as described in paragraph G  
2 below.

3 G. The Construction Coordinator shall forward to the Committee all requests for Design  
4 Changes along with a report containing an analysis of the affects of the proposed change on  
5 the functioning of the Restoration Projects, the effect on Project budgets and schedules, and  
6 a recommended course of action. The Oversight and Compliance Coordinator shall review  
7 all proposed Design Changes with the Construction Coordinator to seek consensus on a  
8 recommendation to the Committee. When consensus can not be reached, the Oversight and  
9 Compliance Coordinator shall independently present their recommendation to the  
10 Committee for resolution. The Committee shall have the final authority for approval of  
11 Design Changes.

12 H. The Committee is authorized to modify the Project Change Process as needed to efficiently  
13 administer project management responsibilities, provided the proposed changes are  
14 approved by all Parties.

15  
16 **V. PARTY RESPONSIBILITIES**

17 A. SeaTac shall:

18 1. Provide a representative to serve on the Basin Committee and any necessary staff support  
19 needed by the Committee member.

20 2. Provide water quality, fisheries and stream flow data that is collected in the normal  
21 course of business and that is relevant to the design, construction or ongoing operations  
22 and maintenance of the Projects.

**Des Moines Creek Restoration Projects Interlocal Agreement**  
**Page 29**

1           3. Provide necessary easements at no cost for the construction, operation and maintenance  
2           of the projects identified in Attachment 12. Title for all property will remain with the  
3           original owner. Should any Party withdraw from this agreement, all easement rights  
4           granted to that Party shall terminate and be void. A withdrawing Party may not  
5           terminate easements granted to other Parties for construction, operation and  
6           maintenance of the Projects.

7           4. Provide Committee approved staff to fulfill the duties of Treasurer for the Basin  
8           Committee.

9           5. Provide Committee approved staff to fulfill the duties of Construction Coordinator for the  
10          Basin Committee.

11          6. Provide Committee approved staff to fulfill the duties of Bypass Pipe Project Manager.

12    B. Des Moines shall:

13          1. Provide a representative to serve on the Basin Committee and any necessary staff support  
14          needed by the Committee member.

15          2. Provide water quality, fisheries and stream flow data that is collected in the normal  
16          course of business and that is relevant to the design, construction or ongoing operations  
17          and maintenance of the Projects.

18          3. Provide necessary easements at no cost for the construction, operation and maintenance  
19          of the projects identified in Attachment 12. Title for all property will remain with the  
20          original owner. Should any Party withdraw from this agreement, all easement rights  
21          granted to that Party shall terminate and be void. A withdrawing Party may not  
22          terminate easements granted to other Parties for construction, operation and  
23          maintenance of the Projects.

1 4. Provide Committee approved staff to fulfill the duties of Marine View Drive Project  
2 Manager for the Basin Committee.

3 C. Port of Seattle shall:

4 1. Provide a representative to serve on the Basin Committee and any necessary staff support  
5 needed by the Committee member.

6 2. Provide water quality, fisheries and stream flow data that is collected in the normal  
7 course of business and that is relevant to the design, construction or ongoing operations  
8 and maintenance of the Projects.

9 3. Provide the Committee with all relevant and timely information relating to the potential  
10 design and construction of the airport related projects in the vicinity of the Regional  
11 Detention Facility for the purpose of coordinating construction and operation of the  
12 surface water management facilities.

13 4. Provide necessary easements at no cost for the construction, operation and maintenance  
14 of the projects identified in Attachment 12. Title for all property will remain with the  
15 original owner. Should any Party withdraw from this agreement, all easement rights  
16 granted to that Party shall terminate and be void. A withdrawing Party may not  
17 terminate easements granted to other Parties for construction, operation and  
18 maintenance of the Projects.

19 5. Provide Committee approved staff to fulfill the duties of Regional Detention Facility  
20 Project Manager.

21 D. STATE shall:

22 1. Provide a representative to serve on the Basin Committee until the completion of  
23 construction and any necessary staff support needed by the Committee member. At the

1 completion of construction and final acceptance of the projects, the membership of the  
2 STATE on the Committee shall terminate, and all rights, obligations, duties and  
3 liabilities of the STATE under this Agreement shall terminate and cease to exist. The  
4 STATE may continue to provide input and advice to the Committee, but not as a  
5 Committee member.

6 2. Provide water quality, fisheries and stream flow data that is collected in the normal  
7 course of business and that is relevant to the design, construction or ongoing operations  
8 and maintenance of the Projects.

9 3. Provide the Committee with all relevant and timely information relating to the potential  
10 design and construction of the SR 509 extension projects in the vicinity of the Regional  
11 Detention Facility for the purpose of coordinating construction and operation of the  
12 surface water management facilities.

13 4. Provide necessary easements at no cost for the construction, operation and maintenance  
14 of the projects identified in Attachment 12. Title for all property will remain with the  
15 original owner. Should any Party withdraw from this Agreement, all easement rights  
16 granted to ~~of~~ that Party shall terminate and be void. A withdrawing Party may not  
17 terminate easements granted to other Parties for construction, operation and  
18 maintenance of the Projects.

19 5. The STATE may, if it desires, furnish an inspector for the Projects. Any costs for such  
20 inspection will be borne solely by the STATE. All contact between said inspector and  
21 the Des Moines Creek Basin Restoration Projects shall be through the Construction  
22 Coordinator.

1 6. The STATE agrees, upon satisfactory completion of the work involved, to deliver a letter  
2 of acceptance which shall include a release and waiver of all future claims or demands  
3 of any nature resulting from the performance of the work under this Agreement.

4 Projects shall be in permit compliance at the time of this letter. WSDOT is released  
5 from performance of all permit obligations upon delivery of this letter.

6 E. King County shall:

7 1. Provide a representative to serve on the Basin Committee and any necessary staff support  
8 needed by the Committee member. At the completion of construction and final  
9 acceptance of the Projects by the Committee, the membership of the County on the  
10 Committee shall terminate. In addition, at the completion of construction and final  
11 acceptance of the Projects by the Committee all rights, obligations, duties and liabilities  
12 of the County under this Agreement except for the right to collect costs previously  
13 incurred under this Agreement shall terminate and cease to exist. The County may  
14 continue to provide input and advice to the Committee, but not as a Committee member.  
15 Upon termination of the County's membership on the Committee, the County may enter  
16 into contracts for services to fill positions and accomplish activities described herein.

17 2. Provide water quality, fisheries and stream flow data that is collected in the normal  
18 course of business and that is relevant to the design, construction or ongoing operations  
19 and maintenance of the Projects.

20 3. Provide Committee approved staff to fulfill the duties of Oversight and Compliance  
21 Coordinator for the Basin Committee.

22 4. In the event a contract for services is entered into, provide Committee approved staff to  
23 fulfill the duties of Operations and Maintenance Coordinator for the Basin Committee.

1 5. Provide Committee approved staff to fulfill the responsibilities of Fish Habitat  
2 Improvements Project Manager for the Basin Committee.

3 6. Provide Committee approved staff to fulfill the responsibilities of Flow Augmentation  
4 Project Manager for the Basin Committee.

5 F. Midway Sewer District

6 1. Midway Sewer District shall be welcomed to participate as a non-voting member of the  
7 Committee, should it choose to do so.

8  
9 **VI. COSTS**

10 The Parties agree to share costs incurred by the Committee for the final permitting, construction  
11 and ongoing operation and maintenance of the Des Moines Creek Restoration Projects as  
12 described below:

13 A. Construction Costs

14 1. All costs shown in Attachment 2, Reimbursement for Early Actions, shall be considered  
15 construction costs and shall be included as a portion of the overall project costs  
16 authorized by this agreement.

17 2. Total estimated project costs are shown as Attachment 13.

18 3. STATE agrees to provide up to \$9,000,000 to support the construction of the Basin  
19 Restoration Projects provided that the STATE's contribution does not exceed 50% of  
20 the overall construction costs and that the STATE's contribution does not exceed the  
21 Ports contribution. STATE contributions made before July 1<sup>st</sup> 2005 are not to exceed  
22 \$6,800,000. The Committee acknowledges that STATE may receive mitigation credit  
23 for portions of this contribution.

Des Moines Creek Restoration Projects Interlocal Agreement

1 4. The Port agrees to provide up to \$9,000,000 to support the construction of the Basin  
2 Restoration Projects provided that the Port's contribution does not exceed 50% of the  
3 overall construction costs and that the Port's contribution does not exceed the STATE's  
4 contribution.

5 5. Des Moines is acknowledged for providing significant monetary support, staff time and  
6 effort on behalf of the Committee in order to secure the design and permitting for the  
7 Des Moines Creek Culvert Replacement. In addition, Des Moines agrees to provide  
8 \$300,000 to support the construction of the Basin Restoration Projects.

9 6. SeaTac is acknowledged for providing more than \$860,000 in funding needed to  
10 complete the design and permitting of the Des Moines Creek Restoration Projects.

11 7. Funds will be paid to the Treasurer and will be deposited in the Construction Fund  
12 account, to be disbursed in accordance with the Committee approved Scopes of Work  
13 and Budgets.

14 8. Parties shall reimburse the Treasurer within 30 days of receipt of invoice.

15 9. The Parties agree to submit a final bill to the STATE within forty-five (45) days after  
16 completion of construction and final acceptance of Projects.

17 B. Operations and Maintenance Costs

18 1. The Committee shall approve an annual Operation and Maintenance budget, which shall  
19 identify the funds necessary to fund ongoing O&M of the Basin Restoration Projects,  
20 excepting the Marine View Drive Bridge which shall continue to be operated and  
21 maintained by Des Moines and the STATE as long as it remains a State Highway. In  
22 the event Marine View Drive is no longer a state highway, the operation and  
23 maintenance of the Marine View Drive Bridge shall be performed by Des Moines.



1 2. The Port of Seattle, SeaTac and Des Moines shall be responsible for funding the annual  
2 O&M budget. Costs for the operation and maintenance of the Projects, excepting  
3 Marine View Drive Bridge, shall be paid 41% by the Port, 41% by SeaTac and 18% by  
4 Des Moines. Funding for the Operations and Maintenance budget shall be subject to any  
5 necessary authorization by each Party's legislative authority.

6 3. Annual O&M contributions shall be paid to the Treasurer. 40% of the annual amount  
7 shall be paid by April 30<sup>th</sup>, another 40% by July 1<sup>st</sup>, and the remaining 20% by October  
8 15<sup>th</sup>. The initial O&M Fund budget is described in Attachment 14. For the initial 5  
9 years of the project, the annual O&M budget shall be \$130,000. All funds remaining at  
10 the end of the year shall remain in the O&M Fund and shall be carried forward for use  
11 on O&M activities in future years.

12 4. Ongoing O&M funding and Replacement and Improvement funding by the cities of the  
13 Basin Restoration Projects shall be deemed to be eligible for compliance with RCW  
14 Chapter 90.03.525, which requires jurisdictions to annually report on the use of STATE  
15 surface water fees. Funds for annual O&M activities and funds for the Replacement  
16 and Improvement costs for the Projects, at the discretion of the Cities, may be  
17 considered to be from STATE surface water fees paid to the Cities, and successful  
18 ongoing operation and annual maintenance of the Projects is considered to show valid  
19 and appropriate use of the STATE's surface water fees for roadway impacts.

20 5. Funds will be paid to the Treasurer and will be deposited in the O&M Fund account, to  
21 be disbursed at the direction of the Committee.

22 C. Replacement and Improvement Costs

1. The Committee shall establish an annual charge for the purpose of accumulating a Replacement and Improvement Fund.
2. The Port, SeaTac and Des Moines shall be responsible for funding the annual contribution to the Replacement and Improvement Fund. Costs for the Replacement and Improvement Fund shall be paid 41% by the Port, 41% by SeaTac and 18% by Des Moines. Funding for the Replacement and Improvement Fund shall be subject to any necessary authorization by each Party's legislative authority.
3. Committee shall review the supporting documentation that determines the amount of the annual charge for Replacement and Improvement funding every 5 years, and shall consider such changes as are necessary to provide ongoing protection to Des Moines Creek and its biological community. The initial Replacement and Improvement Fund budget is described in Attachment 15. For the initial 5 year period, the annual budget for the Replacement and Improvement Fund shall be \$ 65,000.
4. Funds will be paid to the Treasurer and will be deposited in the Replacement and Improvement Fund account, to be disbursed at the direction of the Committee.

D. Costs Associated with Amendment of the Previous Interlocal Agreement

1. All costs shown in Attachment 3, having been previously approved by the Committee as necessary to complete final design and obtain permits in a timely manner, shall be paid 67% by SeaTac, 13% by Port, 15% by Des Moines and 5% by King County.

E. Cost Over-runs

1. In the unlikely event that construction funds prove insufficient to complete the Projects as scheduled, the Committee may phase construction, seek additional funding or request a renegotiation of this Agreement.

1 F. Grants

- 2 1. Should grants for any of the work become available the Committee is authorized to  
3 include and expend the funds and reduce the overall costs of the affected Projects.  
4

5 **VII. BILLING AND PAYMENT**

6 A. Construction Costs

- 7 1. The Treasurer shall bill all Parties excepting the STATE 25% of their contribution to the  
8 Construction Fund immediately upon the execution of this agreement. The Treasurer  
9 shall bill all Parties excepting the STATE 50% of their contribution one year after the  
10 execution of this agreement depending upon progress of the construction of the Basin  
11 Projects. The Treasurer shall bill all Parties excepting the STATE the remaining 25%  
12 of their contribution at the second anniversary of the execution of this agreement  
13 depending upon progress of the construction of the Basin Projects.
- 14 2. The STATE, in consideration of the faithful performance of work done by the Basin  
15 Committee, agrees to reimburse the Basin Committee for the actual direct and related  
16 indirect cost of the work. Estimates of the cost for work to be performed by the Basin  
17 Committee at the STATE's expense are included as attachments to this agreement.  
18 Partial payments shall be made by the STATE, upon request of the Basin Committee, to  
19 cover costs incurred. These payments are not to be more frequent than one (1) per  
20 month. It is agreed that any such partial payment will not constitute agreement as to the  
21 appropriateness of any item and that, at the time of the final audit, all required  
22 adjustments will be made and reflected in a final payment.

1 3. All Parties shall forward payment to the Treasurer within 30 days of receipt of the  
2 invoice.

3 B. Operation and Maintenance Costs

4 1. The Treasurer shall bill SeaTac, Port and Des Moines 40% of their annual contribution to  
5 the Operation and Maintenance Fund by March 30<sup>th</sup> of each year. The Treasurer shall  
6 bill SeaTac, Port and Des Moines 40% of their contribution by June 1<sup>st</sup> of each year.  
7 The Treasurer shall bill SeaTac, Port and Des Moines the remaining 20% of their  
8 contribution by September 15<sup>th</sup> of each year.

9 2. SeaTac, Port and Des Moines shall forward payment to the Treasurer within 30 days of  
10 receipt of the invoice.

11 3. The first payment shall be made in calendar year 2005.

12 C. Replacement and Improvement Costs

13 1. The Treasurer shall bill SeaTac, Port and Des Moines 50% of their annual contribution to  
14 the Replacement and Improvement Fund by May 1<sup>st</sup> of each year. The Treasurer shall  
15 bill SeaTac, Port and Des Moines the remaining 50% of their contribution by November  
16 1<sup>st</sup> of each year.

17 2. SeaTac, Port and Des Moines shall forward payment to the Treasurer within 30 days of  
18 receipt of the invoice.

19 3. The first payment shall be made in calendar year 2005.

20 D. Costs Associated with Amendment of the Previous Interlocal Agreement

21 1. The Treasurer shall bill SeaTac, Port, King County and Des Moines for their portion of  
22 the costs shown in Attachment 3 as soon as practicable after execution of this  
23 Agreement.

1 2. SeaTac, Port, King County and Des Moines shall forward payment to the Treasurer  
2 within 30 days of receipt of the invoice, and the Treasurer shall forward payment to  
3 King County as soon as practicable thereafter..  
4

5 **VIII. DURATION, TERMINATION AND AMENDMENT**

6 A. This Agreement is effective upon signature by the Parties and remains in effect until  
7 December 31, 2024.

8 B. A Party may not end its participation in the Project and withdraw from this Agreement  
9 without the written consent of all other parties, and such consent shall not be unreasonably  
10 withheld. To end participation a Party shall provide 1 year notice and pay all unpaid  
11 funding amounts that have been committed through the 20 year duration of this Agreement.  
12 Should a Party withdraw the remaining members shall decide whether to continue with the  
13 implementation of this Agreement or whether to renegotiate this Agreement.

14 C. This Agreement may be amended, altered, clarified, or extended only by the written  
15 agreement of the Parties hereto. An equitable adjustment in cost or period of performance  
16 or both may be made if required by the change.

17 D. This Agreement is not assignable by any Party, either in whole or in part.

18 E. This Agreement is a complete expression of the terms hereto and any oral or written  
19 representations or understandings not incorporated herein are excluded. The parties  
20 recognize that time is of the essence in the performance of the provisions of this Agreement.  
21 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver  
22 of breach of any provision of this Agreement shall not be deemed to be a waiver of any  
23 other or subsequent breach and shall not be construed to be a modification of the terms of

1 the Agreement unless stated to be such through written approval by the parties which shall  
2 be attached to the original Agreement.

3  
4 **IX. COUNTERPARTS**

5 This Agreement may be executed in counterparts.

6  
7 **X. INDEMNIFICATION AND HOLD HARMLESS**

8 The Parties agree to the following:

9 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless  
10 any other Party and all of its officials, employees, principals and agents from all claims,  
11 demands, suits, actions, and liability of any kind, including injuries to persons or damages to  
12 property which are connected with, or are attributable to any negligent acts or omissions of the  
13 indemnifying Party, its contractor, and/or employees, agents, and representatives in performing  
14 the Party's responsibilities and other work referred to in this Agreement; provided however, that  
15 if the provisions of RCW 4.24.115 apply to any work under this Agreement and any such  
16 damages and injuries to persons or property are caused by or result from the concurrent  
17 negligence of two or more of the Parties or those Parties' contractors or employees, agents, or  
18 representatives, the indemnification applies only to the extent of the negligence of each Party, its  
19 contractor or employees, agents, or representatives. Each Party specifically assumes potential  
20 liability for actions brought by its own employees against the other Parties and for that purpose  
21 the indemnifying Party specifically waives, as respects the other Parties only, any immunity  
22 under the Worker's Compensation Act, RCW Title 51; and each Party recognizes that his waiver

1 was the subject of mutual negotiation and specifically entered into pursuant to the provision of  
2 RCW 4.24.115, if applicable.

3 IN WITNESS WHEREOF, the Parties hereto have executed this amendment on the

4 11<sup>th</sup> day of June, 2004.

5  
6 Approved as to Form

City of Des Moines:

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

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

8 Title: \_\_\_\_\_

Title: \_\_\_\_\_

9  
10 Approved as to Form

City of SeaTac:

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

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

12 Title: \_\_\_\_\_

Title: \_\_\_\_\_

13  
14 Approved as to Form

Port of Seattle:

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

By: M. R. Dinsmore

16 Title: \_\_\_\_\_

Title: M. R. Dinsmore  
Chief Executive Officer

17  
18 Approved as to Form

Washington State Department of  
Transportation:

19  
20 By: \_\_\_\_\_

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

21 Title: \_\_\_\_\_

Title: \_\_\_\_\_

22  
23 Approved as to Form

King County:

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

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

25 Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title 51; and each Party recognizes that his waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the

11th day of June, 2004.

Approved as to Form

**City of Des Moines:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**City of SeaTac:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**Port of Seattle:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**Washington State Department of  
Transportation:**

By: Deborah A. Lade

By: Craig J. Stone

Title: Assistant Attorney General

Title: Urban Projects Director

Approved as to Form

**King County:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Des Moines Creek Restoration Projects Interlocal Agreement  
Page 42

Title 51; and each Party recognizes that his waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the

11th day of June, 2004.

Approved as to Form

**City of Des Moines:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**City of SeaTac:**

By: Mary Mirante Berolo

By: Bruce Rayburn

Title: City Attorney

Bruce Rayburn, City Manager

Title: \_\_\_\_\_

Approved as to Form

**Port of Seattle:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**Washington State Department of  
Transportation:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**King County:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Des Moines Creek Restoration Projects Interlocal Agreement

1 Title 51; and each Party recognizes that his waiver was the subject of mutual negotiation and  
2 specifically entered into pursuant to the provision of RCW 4.24.115, if applicable.

3 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the  
4 11th day of June, 2004.

6 Approved as to Form

City of Des Moines:

7 By: Paul A. Maroun

By: Charles Foch

8 Title: City Attorney

Title: Assistant City Manager

10 Approved as to Form

City of SeaTac:

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

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

12 Title: \_\_\_\_\_

Title: \_\_\_\_\_

14 Approved as to Form

Port of Seattle:

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

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

16 Title: \_\_\_\_\_

Title: \_\_\_\_\_

18 Approved as to Form

Washington State Department of  
Transportation:

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

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

21 Title: \_\_\_\_\_

Title: \_\_\_\_\_

23 Approved as to Form

King County:

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

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

25 Title: \_\_\_\_\_

Title: \_\_\_\_\_

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the

11<sup>th</sup> day of June, 2004.

Approved as to Form

**City of Des Moines:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**City of SeaTac:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**Port of Seattle:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**Washington State Department of  
Transportation:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**King County:**

By: Joseph B. Lorkella

By: Pam Besonnetto

Title: Deputy Prosecuting Attorney

Title: Director, Department of

Natural Resources

ATTACHMENTS

1  
2 Attachment 1 – List of Previous Interlocal Agreements

3  
4 Attachment 2 - Reimbursement for Early Action

5  
6 Attachment 3 – Costs Associated with Amendments to Scope and Budget of the Interlocal  
7 Agreement for Final Design and Permitting

8  
9 Attachment 4 - Committee Staffing

10  
11 Attachment 5 – Anticipated Operation and Maintenance Contracts

12  
13 Attachment 6 - Regional Detention Facility Scope of Work and Budget

14  
15 Attachment 7 - Bypass Line Scope of Work and Budget

16  
17 Attachment 87 - Flow Augmentation Facility Scope of Work and Budget

18  
19 Attachment 9 - Fish Habitat Improvements Scope of Work and Budget

20  
21 Attachment 10 - Marine View Drive Culvert Replacement Scope of Work and Budget

22  
23 Attachment 11 - Design Change and Change Order Process

1

2 Attachment 12- Rights of Way Map

3

4 Attachment 13- Total Project Cost

5

6 Attachment 14 – Initial O&M Fund Budget

7

8 Attachment 15 – Initial Replacement and Improvement Fund Budget

**Des Moines Creek Basin Restoration Projects  
Attachment 1  
Previous Interlocal Agreements**

**Des Moines Creek Basin Plan Development Interlocal Agreement  
executed 1/16/96**

**Development of Basin Committee  
Development of hydrologic model  
Analysis of current and future conditions  
Analysis of alternative responses  
Development of Basin Plan Conceptual Design**

**Amendment to agreement #1**

**executed 1/15/97**

**Continuation of Basin Committee  
Change in Cost Sharing Agreement  
Preliminary Engineering**

**Des Moines Creek Basin Plan Implementation Interlocal Agreement  
Executed 6/17/98**

**Continuation of Basin Committee  
Ongoing Project Management  
Development of Preliminary Engineering and Design  
Financing Plan**

**Des Moines Creek Basin Plan Implementation Interlocal Agreement  
(GCA-2712) executed 7/30/01**

**Continuation of Basin Committee  
Development of Final Engineering and Design  
Preparation of Plans and Specifications  
Initial Permitting**

**Des Moines Creek Basin Restoration Projects**  
**Attachment 2**  
**Reimbursement for Early Actions**

These expenditures were incurred, on prior approval by the Basin Committee, by King County as logical early actions to the implementation effort.

These actions were taken in order to resolve technical permitting and final design issues in a sufficiently timely fashion to allow implementation to begin during 2004. Some of these tasks, such as coordination and sampling, are ongoing.

Per Basin Committee agreement, King County is to be reimbursed for these expenditures on behalf of the Committee under the cost-sharing formula in this Interlocal Agreement.

<b>ACOE, DOE, HPA Permit coordination</b>	<b>\$14,871</b>
<b>Additional water level fluctuation reports as required by ACOE</b>	<b>\$4,860</b>
<b>Consultant management and coordination</b>	<b>\$2,929</b>
<b>FAA permit coordination</b>	<b>\$2,899</b>
<b>On-going project management</b>	<b>\$11,000</b>
<b>Develop construction water quality monitoring plan</b>	<b>\$4,000</b>
<b>Technical assistance with value engineering process</b>	<b>\$37,435</b>
<b>Finalize construction cost estimate</b>	<b>\$5,000</b>
<b>Technical assistance with ILA-IV development</b>	<b>\$13,402</b>
<hr/> <b>TOTAL</b>	<hr/> <b>\$96,395</b>

**Des Moines Creek Basin Restoration Projects  
Attachment 3  
Amendments to Previous Scope and Budget**

These expenditures were incurred, on prior approval by the Basin Committee, by King County to cover costs not anticipated by the Des Moines Creek Basin Plan Implementation Interlocal Agreement.

These actions were taken in order to keep resolve technical permitting and final design issues in a sufficiently timely fashion to allow implementation to begin during 2004.

Per Basin Committee agreement, King County is to be reimbursed for these expenditures made on behalf of the Committee under the cost-sharing formula in this Agreement.

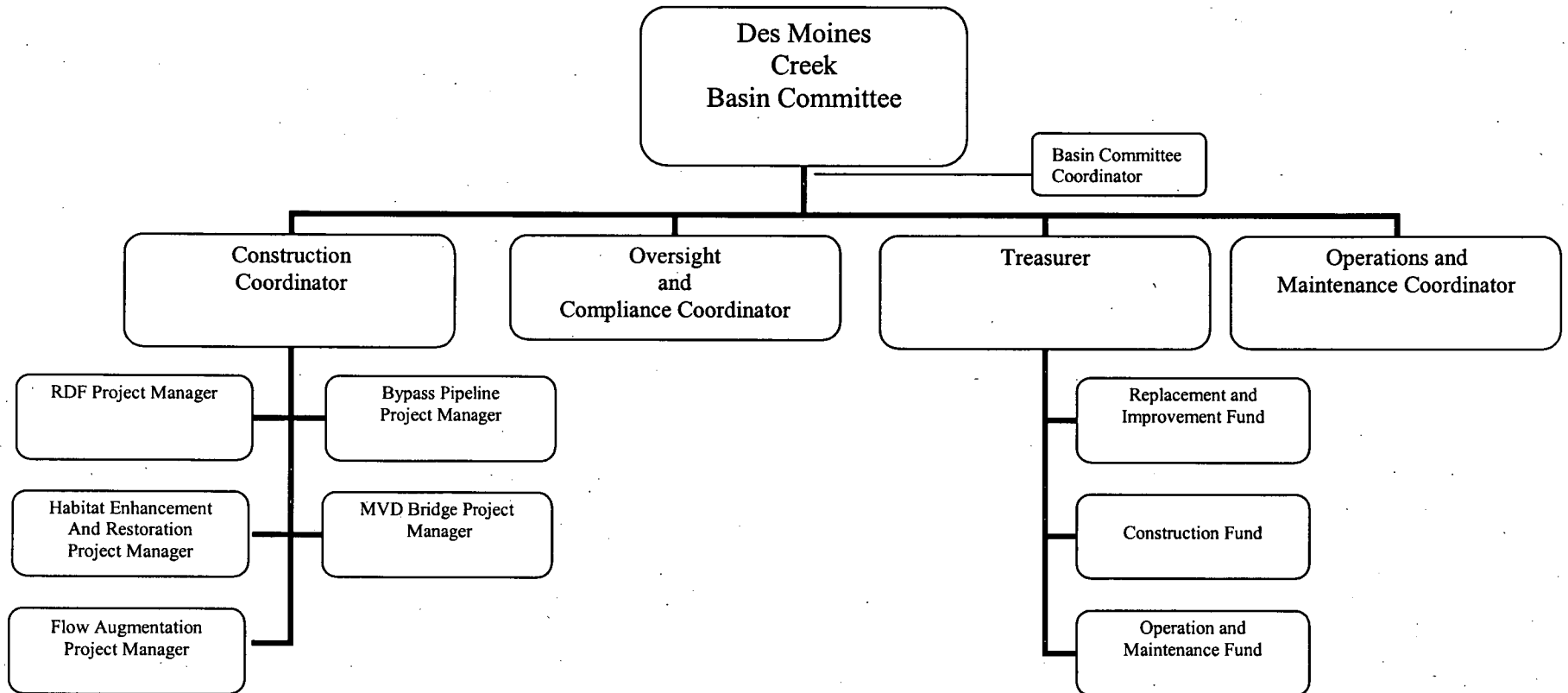
<b>Additional Survey</b>	<b>\$20,003</b>
<b>Additional Gauging</b>	<b>\$18,275</b>
<b>Geotechnical exploration</b>	<b>\$12,500</b>
<b>Level-I site assessment</b>	<b>\$30,000</b>
<b>Consultant management</b>	<b>\$15,000</b>
<b>Public workshop</b>	<b>\$14,907</b>
<b>Sewer line TV inspection</b>	<b>\$7,500</b>
<b>Basin committee support</b>	<b>\$5,000</b>
<b>SWPPP preparation</b>	<b>\$10,000</b>
<b>Groundwater monitoring</b>	<b>\$10,000</b>
<b>Extensive Coordination with Port of Seattle</b>	<b>\$10,407</b>
<b>Technical Assistance – development of watershed standard</b>	<b>\$5,763</b>
<b>Easement preparation support</b>	<b>\$9,697</b>
<b>Support for ILA-IV scope development</b>	<b>\$13,402</b>
<hr/> <b>TOTAL</b>	<hr/> <b>\$182,454</b>



# Des Moines Creek Basin Restoration Projects

## Attachment 4

### Committee Staffing



**Des Moines Creek Basin Restoration Projects**  
**Attachment 5**  
**Anticipated Operation and Maintenance Contracts**

<u>Permit and Adaptive Management Monitoring</u>	King County
<u>Invasive Plant Control</u>	
– North of S. 200 <sup>th</sup> St.	Port of Seattle
– South of S. 200 <sup>th</sup> St.	King County
<u>Wetland Plant Maintenance</u>	
– North of S. 200 <sup>th</sup> St.	Port of Seattle
– South of S. 200 <sup>th</sup> St.	King County
<u>Wildlife Management</u>	Port of Seattle
<u>Operation of Regional Facilities</u>	King County
(subject to emergency management plan to be prepared prior to final acceptance of projects)	
<u>Maintenance of Regional Detention Facility</u>	
- Control Structure, outlet	King County
- Grounds, other features	Port of Seattle
<u>Maintenance of Bypass Pipe</u>	King County
<u>Maintenance of Channel &amp; Habitat Features</u>	
- initial structural features	King County
- plantings north of S. 200 <sup>th</sup> St.	Port of Seattle
- plantings south of S. 200 <sup>th</sup> St.	King County
<u>Maintenance of Flow Augmentation Facility</u>	King County
<u>Maintenance of Trail</u>	Cities of SeaTac & Des Moines
<u>Maintenance of Marine View Drive Bridge*</u>	Des Moines, WSDOT

\* covered by RCW rather than contract

# Des Moines Creek Restoration Projects

## Attachment 6

### Scope of Work For Des Moines Creek Regional Detention Facility

#### PURPOSE

The purpose of this document is to generally describe the project goals and the major tasks required for the construction of the Regional Detention Facility (RDF). This is not intended to be a detailed scope of work.

#### PROJECT GOAL

The construction of the RDF is intended to meet the performance goals for the project established during the basin planning and design efforts previously undertaken by the Des Moines Creek Basin Committee. Implementation of the RDF must comply with the design, specifications, contracts, and permit conditions for this project.

#### WORK DESCRIPTION

The following is a general summary of tasks that will need to be accomplished to construct the RDF, based on detailed cost estimates developed during final design and permitting. The project will be implemented in a series of coordinated actions to allow for establishment of vegetation in wetland and stream areas prior to activating flow control devices. The order and timing of specific tasks will be established by permit and contract conditions.

#### Final Plan & Specifications

- Finalize construction plans and specifications per plan sets for Des Moines Creek Regional CIP –Retention/Detention Facility Phase 1 (dated August 20, 2003) and Phase 2 (dated September 17, 2003), as modified by permit conditions.

#### Easements and Right-of-ways

- Obtain all necessary easements and right-of-ways for construction.

#### Bid Package & Contract Document Preparation

- Prepare bid packages and contract documents.

#### Contract Administration

- Advertise construction contract(s).
- Select a contractor and award the contract(s).
- Administer construction contract.

#### Construction Management

- Manage daily construction activities of the contractors.
- Coordinate project activities with permit agencies and stakeholders.
- Ensure compliance with project schedule and budget.
- Report construction progress to Construction Coordinator.

### **Pre-construction Survey & Coordination**

- Complete construction surveys and field staking.
- Hold construction coordination meetings.
- Establish haul route, traffic control, staging area, clearing and excavation limits, etc.
- Notify permit agencies.
- Relocate utilities as needed for construction.
- Identify sensitive features on site to minimize construction impacts.
- Finalize spill containment and emergency response plan.
- Coordinate safety manual protocols with appropriate personnel.

### **Site Preparation**

- Construct construction access road per plan.
- Install construction fencing, signage, and other necessary steps per the contract.
- Mobilize equipment and construction materials to the site.
- Complete clearing and grubbing of the site per the contract.

### **Temporary Erosion & Pollution Control**

- Install and maintain temporary erosion and pollution control measures.
- Implement street sweeping and dust control measures per the contract.
- Maintain spill clean and containment measures on-site for emergency response.

### **Construction Elements**

- Implement dewatering and flow diversion measures per plan.
- Construct new stream channel per plan.
- Re-grade existing stream channel per the plans and specifications.
- Pre-load and monitor berm site per the plan and specifications.
- Excavate soil from the site per the plan.
- Stockpile excavated soil on-site per the contract.
- Dispose of unsuitable materials per the contract.
- Complete grading per the plan.
- Install flow diversion pipelines in coordination with High Flow Bypass Project.
- Construct berms per the plans and specifications.
- Install flow control structures per the plan and specifications.
- Complete RDF construction of the RDF per the plans and specification.

### **Construction Inspection**

- Inspect temporary erosion and pollution control facilities.
- Provide engineering inspection and testing to ensure project compliance with plans and specifications.
- Ensure regulatory compliance by following the permit conditions.
- Coordinate with monitoring and oversight compliance staff.

**Site Restoration**

- Establish ground cover to minimize erosion potential per the contract.
- Install landscaping plants per the contracts.
- Place stream habitat structures.

**Wildlife Management Facilities**

- Install wildlife management facilities per the plan and specifications.
- Coordinate with FAA to ensure compliance.

**Project Closeout**

- Conduct final inspections
- Survey the completed project and prepare an As built.
- Meet requirements of the contracts for closeout.
- Obtain final approval from the permitting agencies and the Basin Committee.

**TOTAL PROJECT COST ESTIMATE**

RDF Phase-I	\$2,071,334
RDF Phase-II	\$6,087,986
Construction Management	\$223,350
<b>Total RDF Project Cost</b>	<b>\$8,382,670</b>

The construction cost estimate is based on the "permit ready" plans and subject to changes when 100% final plans are complete.

# **Des Moines Creek Restoration Projects Attachment 7**

## **Scope of Work and Budget For Des Moines Creek Bypass Project**

### **PURPOSE**

The purpose of this document is to generally describe the project goals and the major tasks required for the construction of the High Flow Bypass Pipeline (Bypass) Project. This is not intended to be a detailed scope of work.

### **PROJECT GOAL**

The construction of the Bypass is intended to meet the performance goals for the project established during the basin planning and the design efforts previously undertaken by the Des Moines Creek Basin Committee. Implementation of the Bypass must comply with the design, specifications, contracts, and permit conditions for this project

### **WORK DESCRIPTION**

The construction of Bypass will require a series of coordinated effort as indicated in construction plans, specifications, bid package, and the contracts. The following is a general summary of tasks that will need to be accomplished to construct the Bypass, based on detailed cost estimates developed during final design and permitting. The project will be implemented in a series of coordinated actions to allow for establishment of vegetation in wetland and stream areas prior to activating flow control devices. The order and timing of specific tasks will be established by permit and contract conditions.

#### **Final Plan & Specifications**

- Finalize construction plans and specifications per plan sets for the Des Moines Creek Regional CIP Bypass Installation – Treatment Plant Reach (dated August 20, 2003) and Tye Reach (dated August 20, 2003).

#### **Easements and Right-of-ways**

- Obtain all necessary easements and right-of-ways for construction.

#### **Bid Package & Contract Document Preparation**

- Prepare bid packages and contract documents.

#### **Contract Administration**

- Advertise construction contract(s).
- Select a contractor and award the contract(s).
- Administer construction contract.

#### **Construction Management**

- Manage daily construction activities of the contractors.
- Coordinate project activities with permit agencies and stakeholders.

- Ensure compliance with project schedule and budget.
- Report construction progress to Construction Coordinator.

#### **Pre-construction Survey & Coordination**

- Complete construction surveys and field staking.
- Coordinate with proper authorities for closure of parks and trails during construction.
- Coordinate construction schedule with Midway Sewer District.
- Perform pothole survey to locate Midway Sewer Treatment pipelines.
- Hold construction coordination meetings.
- Establish haul route, traffic control, staging area, clearing and excavation limits, etc.
- Notify permit agencies.
- Relocate utilities as needed for construction.
- Finalize spill containment and emergency response plan.
- Coordinate safety manual protocols with appropriate personal.

#### **Site Preparation**

- Construct construction access road per plan.
- Install construction fencing, signage, and other necessary steps per the contract.
- Mobilize equipment and construction materials to the site.
- Complete clearing and grubbing of the site per the contract.

#### **Temporary Erosion & Pollution Control**

- Install and maintain temporary erosion and pollution control measures.
- Implement street sweeping and dust control measures per the contract.
- Maintain spill clean and containment measures on-site for emergency response.

#### **Construction Elements**

- Install bypass pipeline and manholes per the plans and specifications.
- Construct a bridge on Tyee Golf Course for pipe crossing the creek per the contract.
- Connect new pipe segments with the abandoned sanitary sewerage line to function as the bypass system.
- Coordinate plumbing of the Bypass project with the RDF construction to ensure functionality.
- Construct emergency overflow system per the plan and specifications.
- Decontaminate the abandoned sanitary sewerage system for the use of bypass line.
- Complete construction of the Bypass Project per the plans and specification.

#### **Construction Inspection**

- Inspect temporary erosion and pollution control facilities.
- Provide engineering inspection and testing to ensure project compliance with plans and specifications.
- Ensure regulatory compliance by following the permit conditions.
- Coordinate with monitoring and oversight compliance staff.

**Site Restoration**

- Establish ground cover to minimize erosion potential per the contract.
- Install landscaping plants along the stream buffer per the contract.
- Repair damaged roadway surfacing during construction
- Restore stream channel as needed to protect pipeline.

**Project Closeout**

- Conduct final inspections
- Survey the completed project and prepare an As built.
- Meet requirements of the contracts for closeout.
- Obtain final approval from the permitting agencies and the Basin Committee.

**ESTIMATED PROJECT COST**

By-Pass (Tyee)	\$1,055,398
By-Pass (Midway)	\$313,288
Construction Management	\$150,000
<b>TOTAL BYPASS CONSTRUCTION COSTS</b>	<b>\$1,518,686</b>

The construction cost estimate is based on the “permit ready” plans and subject to changes when 100% final plans are complete.



# Des Moines Creek Basin Restoration Projects

## Attachment 8

### Scope of Work For Des Moines Creek Low Flow Augmentation Project

#### PURPOSE

The purpose of this document is to generally describe the project goals and the major tasks required for the design, permitting, and construction of the Low Flow Augmentation Project. This is not intended to be a detailed scope of work.

#### PROJECT GOAL

The project goal design permit and construct a low flow augmentation facility. This facility is intended to protect fish and other aquatic organisms by augmenting low flows during critical low flow periods.

#### WORK DESCRIPTION

In order to use a groundwater well for low flow augmentations, a Water Rights permit from the Washington State Department of Ecology (DOE) will be required. Hydrogeologic studies, reports, and other supporting documents for obtaining DOE Water Rights and various permits will be prepared. The Low Flow Augmentation Project will be constructed per the plans, specifications, and the permit conditions developed during final design and permitting. The following is a general summary of tasks that will need to be accomplished to implement the Low Flow Augmentation Project.

#### DOE Water Rights

- Obtain Water Rights from DOE.

#### Groundwater Studies & Reports

- Conduct groundwater investigations and studies as required by DOE.
- Hire and manage consultant, if needed, for hydrogeologic modeling.
- Prepare necessary reports.

#### Project Design

- Prepare project designs for permitting.
- Prepare final design for construction.

#### Easements and Right-of-ways

- Obtain all necessary easements and right-of-ways for well and construction.

#### Project Management

- Oversee field data collection, survey, design, and other project activities.
- Hire and manage consultant.
- Coordinate Water Rights and permit applications.

**Permitting**

- Apply & obtain necessary projects permits.
- Ensure compliance with permit conditions.

**Bid Package & Contract Document Preparation**

- Prepare bid packages and contract documents.

**Contract Administration**

- Advertise construction contract(s).
- Select a contractor and award the contract(s).
- Administer construction contract.

**Construction Management**

- Manage daily construction activities of the contractors.
- Coordinate project activities with permit agencies and stakeholders.
- Ensure compliance with project schedule and budget.
- Report construction progress to Construction Coordinator.

**Pre-construction Survey & Coordination**

- Complete construction surveys and field staking.
- Hold construction coordination meetings.
- Notify permit agencies.
- Coordinate safety manual protocols with appropriate personal.

**Site Preparation**

- Construct construction access per plan.
- Mobilize equipment and construction materials to the site.
- Complete clearing and grubbing of the site per the contract.

**Temporary Erosion & Pollution Control**

- Install and maintain temporary erosion and pollution control measures.
- Maintain spill, cleanup and containment measures on-site for emergency response.

**Construction Elements**

- Drill and establish the groundwater well per the plans and specifications.
- Construct aeration system for the groundwater per the plans and specifications.
- Complete construction of Low Flow Augmentation Project per the contracts.

**Construction Inspection**

- Inspect temporary erosion and pollution control facilities.
- Ensure regulatory compliance and adherence to permit conditions.
- Coordinate with monitoring and oversight compliance staff.

**Site Restoration**

- Establish ground cover to minimize erosion potential per the contract.
- Install landscaping plants along the stream buffer per the approved plans and specifications.

**Project Closeout**

- Conduct final inspections
- Survey the completed project and prepare an As built.
- Meet requirements of the contracts for closeout.
- Obtain final approval from the permitting agencies and the Basin Committee.

**ESTIMATED COST**

<b>TOTAL LOW FLOW AUGMENTATION COSTS</b>	<b>\$540,370</b>
--	------------------

Total costs include designing, permitting, and construction costs. This is a preliminary cost estimate and subject to changes based on the complexity of the DOE Water Rights approval requirements.

# Des Moines Creek Restoration Projects

## Attachment 9

### Scope of Work For Des Moines Creek Habitat Enhancement & Restoration

#### PURPOSE

The purpose of this document is to generally describe the project goals and the major tasks required for the construction of the Stream Habitat Restoration (Habitat) Project. This is not intended to be a detailed scope of work.

#### PROJECT GOAL

The goal of this project is to create a series of stream habitat restoration projects to create suitable habitat for fish and other aquatic organisms. This will be accomplished by designing, permitting, and constructing the projects consistent with the goals and objectives of the basin plan and applicable permit conditions.

#### WORK DESCRIPTION

The Habitat projects will be designed to enhance fish habitat by placing logs, boulders, and other stream enhancement elements in areas of the stream identified as suitable for habitat improvement. The stream restoration projects will also be designed to stabilize the channel to mitigate in-stream erosion. Ecological studies, reports and other supporting documents for obtaining permits will be prepared. Projects will be constructed per the plans, specifications, and the permit conditions developed during final design. The following is a general summary of tasks that will need to be accomplished to implement the Habitat projects.

#### Data Collection & Project Planning

- Collect field data to plan project.
- Identify specific sites for required restoration measures and/or stabilization.
- Develop conceptual stream habitat restoration plans.

#### Environmental Studies & Reports

- Conduct stream survey and other ecological investigations
- Prepare stream studies & other environmental studies for regulatory requirements.
- Prepare Biological Assessment.

#### SEPA Process Compliance

- Prepare SEPA documents.
- Complete SEPA process.

#### Project Design

- Prepare project designs for permitting.
- Prepare final designs, plans, and specifications for construction.

### **Easements and Right-of-ways**

- Obtain all necessary easements and right-of-ways for construction.

### **Project Management**

- Oversee field data collection, survey, design, and other project activities
- Coordinate project permitting process.
- Coordinate design with the Committee.

### **Permitting & Biological Assessment**

- Complete biological review process by the agencies.
- Apply & obtain necessary projects permits.
- Ensure compliance with permit conditions.

### **Bid Package & Contract Document Preparation**

- Prepare bid packages and contract documents.

### **Contract Administration**

- Advertise construction contract(s).
- Select a contractor and award the contract(s).
- Administer construction contract.

### **Construction Management**

- Manage daily construction activities of the contractors.
- Coordinate project activities with permit agencies and stakeholders.
- Ensure compliance with project schedule and budget.
- Report construction progress to Construction Coordinator.

### **Pre-construction Survey & Coordination**

- Complete construction surveys and field staking.
- Coordinate with proper authority for closure of parks and trails during construction.
- Hold construction coordination meetings.
- Establish haul route, traffic control, staging area, clearing and excavation limits, etc.
- Notify permit agencies of construction schedule and progress.
- Finalize spill containment and emergency response plan.
- Coordinate safety manual protocols with appropriate personal.

### **Site Preparation**

- Construct construction access per plan.
- Install construction fencing, signage, and other necessary steps per the contract.
- Mobilize equipment and construction materials to the site.
- Complete clearing and grubbing of the site per the contract.

**Temporary Erosion & Pollution Control**

- Install and maintain temporary erosion and pollution control measures.
- Implement street sweeping and dust control measures per the contract.
- Maintain spill clean and containment measures on-site for emergency response.

**Construction Elements**

- Install stream habitat structures per the plans and specifications.
- Plant stream corridor per plan and specifications.
- Restore/stabilize all disturbed areas per the plans and specifications.

**Construction Inspection**

- Inspect temporary erosion and pollution control facilities.
- Provide on-site biological support for compliance with plans and specifications.
- Ensure regulatory compliance by following the permit conditions.
- Coordinate with monitoring and oversight compliance staff.
- Oversee construction of instream structures per the plan and permit conditions.

**Site Restoration**

- Establish ground cover to minimize erosion potential per the contract.
- Install landscaping plants along the stream buffer per the approved plans, permit conditions and contract.

**Project Closeout**

- Conduct final inspections
- Survey the completed project and prepare As-built drawings.
- Meet requirements of the contracts for closeout.
- Obtain final approval from the permitting agencies and the Basin Committee.

**ESTIMATED COST**

<b>TOTAL HABITAT ENHANCEMENT AND RESTORATION COSTS</b>	<b>\$938,848</b>
--	------------------

Total costs include designing, permitting, and construction costs. This is a preliminary cost estimate and subject to changes based on the complexity of the DOE Water Rights approval requirements.

# Des Moines Creek Restoration Projects

## Attachment 10

### Scope of Work For Marine View Drive Bridge

#### PURPOSE

The purpose of this document is to generally describe the project goals and the major tasks required for the construction of the Marine View Drive (MVD) Bridge. This is not intended to be a detailed scope of work.

#### PROJECT GOAL

The construction of the MVD Bridge is intended to meet the performance goals for the project established during the basin planning and design efforts previously undertaken by the Des Moines Creek Basin Committee. Implementation of the MVD Bridge must comply with the design, specifications, contracts, and permit conditions for this project.

#### WORK DESCRIPTION

The following is a general summary of tasks that will need to be accomplished to construct the MVD Bridge, based on detailed cost estimates developed during final design and permitting. The project will be implemented in two phases in order to coordinate relocation of utilities within the road during the bridge construction phase and to meet Hydraulic Permit Approval conditions for the stream areas during the mass excavation phase. The order and timing of specific tasks will be established by permit and contract conditions.

#### Final Plan & Specifications

- Finalize construction plans and specifications.

#### Renew Existing Permits

- Review existing permits obtained for project and update for 2004-2005 construction timeframe.

#### Obtain Utility Interlocal Agreements

- Obtain Seattle Public Utility (SPU) interlocal agreement for relocation of 18-inch SPU watermain – a separate bid schedule will be added and SPU will provide all necessary inspection oversight for this work. SPU to pay all associated construction and administration costs for their pipe relocation. This work will be done under a separate bid schedule.
- Obtain Midway Sewer District (MSD) interlocal agreement. MSD to pay into the project fund an amount equivalent to boring through the fill area for their outfall pipe plus the cost of installing the segment of outfall pipe – a separate bid schedule will be added for the installation of the outfall pipe. The cost for boring and the installation of the pipe is estimated at \$400,000.
- All other utility work will be done in accordance to utility franchise agreements with Des Moines or by existing agreements between the City and the utilities.

### **Easements and Right-of-ways**

- A construction easement may be needed for access during the excavation phase through the Midway Sewer Treatment Plant. All permanent easements and right-of-way have been obtained.

### **Bid Package & Contract Document Preparation**

- Prepare bid packages and contract documents.

### **Contract Administration**

- Advertise construction contracts.
- Select a contractor and award the contracts.
- Administer construction contracts.

### **Project Management**

- Hire and manage consultant.
- Review and approve contractor submittals for compliance with contract documents.
- Oversee daily construction activities of the contractor.
- Review and make recommendations for design changes and construction change orders – per Attachment 11, Design Change/Change Order Process.
- Coordinate project activities with permit agencies and stakeholders.
- Ensure compliance with project schedule and budget.
- Report construction progress and pay estimates to Construction Coordinator.
- Arrange construction inspection and testing for compliance with contract documents and permits.

### **Pre-construction and Construction Coordination**

- Hold a utility pre-bid utility coordination meeting.
- Hold a pre-construction meeting with contractor and stakeholders.
- Hold weekly construction coordination meetings.
- Establish haul route, traffic control, staging area, clearing and excavation limits, etc.
- Notify permit agencies of project schedule and key project stages.
- Review all sensitive area/environmental features on site to minimize construction impacts.
- Coordinate safety manual protocols with appropriate personal.

### **Site Preparation**

- Prepare spill control plan.
- Prepare emergency response plan.
- Implement traffic control per plan.
- Construct/identify construction access road/haul route/staging and coordinate with Des Moines Parks Department, Harbormaster and Midway Sewer District.
- Install construction fencing, signage, and other necessary steps per the contract.
- Mobilize equipment and construction materials to the site.



- Complete clearing and grubbing of the site per the contract and permit.

#### **Temporary Erosion & Pollution Control**

- Install and maintain temporary erosion and pollution control measures.
- Implement street sweeping and dust control measures per the contract.
- Maintain spill and containment measures on-site for emergency response.

#### **Major Construction Elements**

- Drill over 100 piles for bridge abutments and wing walls per plan.
- Remove 90 feet of existing road section and existing west-side retaining wall.
- Place bridge abutments and bridge girders per plan.
- Place cast-in-place bridge deck.
- Relocate underground utilities to underside of bridge deck.
- Restore roadway and markings and replace west-side sidewalk.
- Implement dewatering and flow diversion measures per plan.
- Excavate, haul and dispose of 25,000 cubic yards of road embankment.
- Place support struts and restore fracture fin finish of bridge headwalls.
- Construct Midway Sewer Outfall pipe through bridge corridor.
- Shotcrete finish bridge abutment walls and wing walls.
- Construct 20-foot wide pedestrian path on the north side of corridor over utilidor per plan.
- Construct 40-wide stream channel with weirs, landscaping, stream features per plan.
- Relocate existing stream and abandon existing culvert.

#### **Construction Inspection**

- Inspect temporary erosion and pollution control facilities.
- Provide engineering inspection and testing to ensure project compliance with plans and specifications.
- Ensure regulatory compliance by following the permit conditions.
- Coordinate with monitoring and oversight compliance staff.

**Project Closeout**

- Conduct final inspections
- Survey the completed project and prepare As-built drawings.
- Meet requirements of the contracts for closeout.
- Obtain final approval from the permitting agencies and the Basin Committee.

**TOTAL PROJECT COST ESTIMATE**

MVD Project Improvements	<b>\$4,791,000</b>
Contingency -20%	<b>\$958,000</b>
Contract Administration (Exc. Water Main) – 12%	<b>\$534,000</b>
City Administration –2.5%	<b>\$120,000</b>
Finalize Plans, Specifications, Bid Package	<b>\$100,000</b>
<b>Total MVD Project Cost</b>	<b>\$6,503,000</b>

The construction cost estimate is based on the “permit ready” plans and subject to changes when 100% final plans are complete.

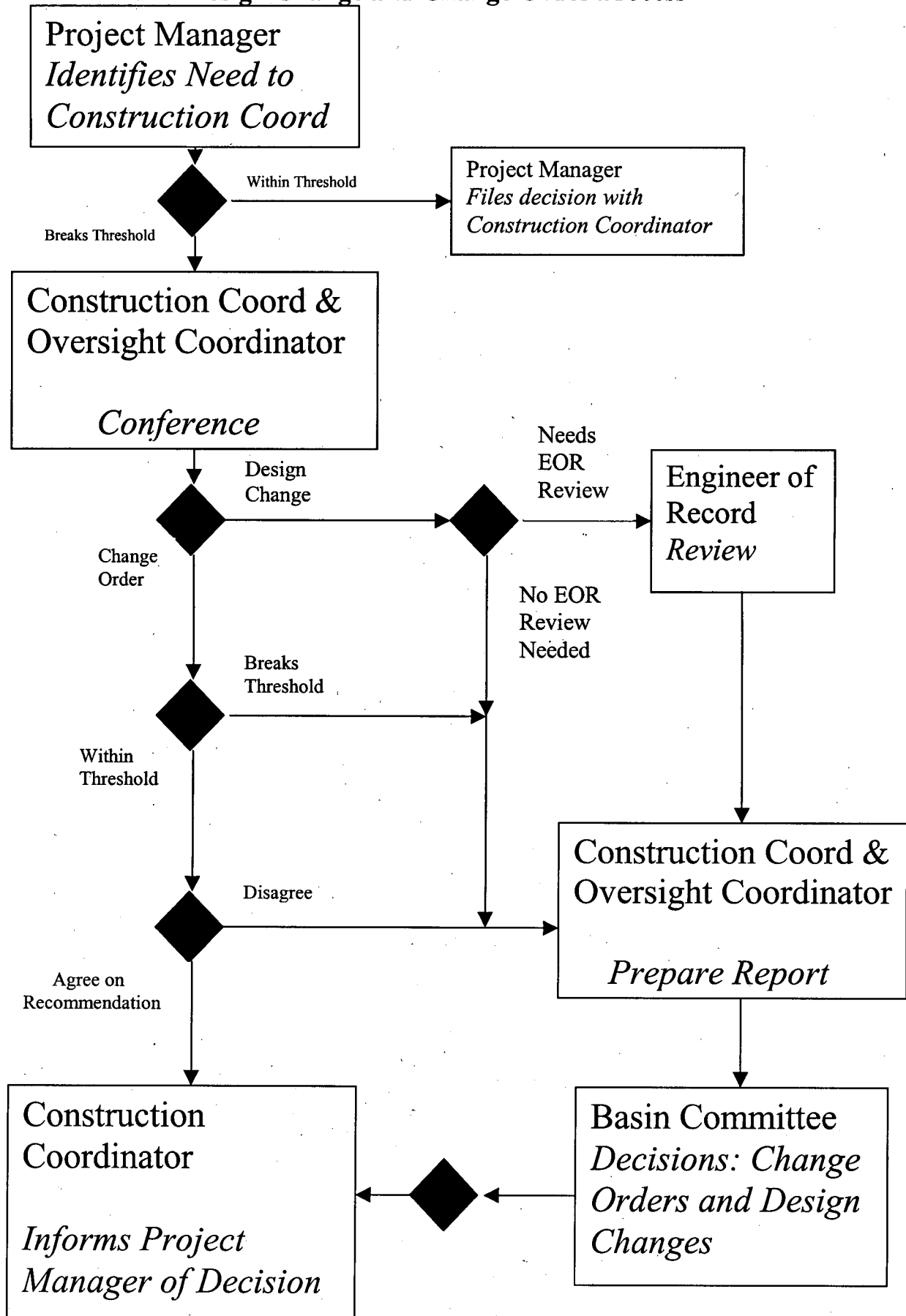
Total MVD Project Costs	<b>\$6,503,000</b>
Grants – Fish Passage	<b>-\$200,000</b>
Anticipated Contribution from Seattle Public Utilities	<b>-\$419,000</b>
Anticipated Contribution from Midway Sewer District	<b>-\$400,000</b>
<b>Total DC Basin Committee Cost</b>	<b>\$5,484,000</b>

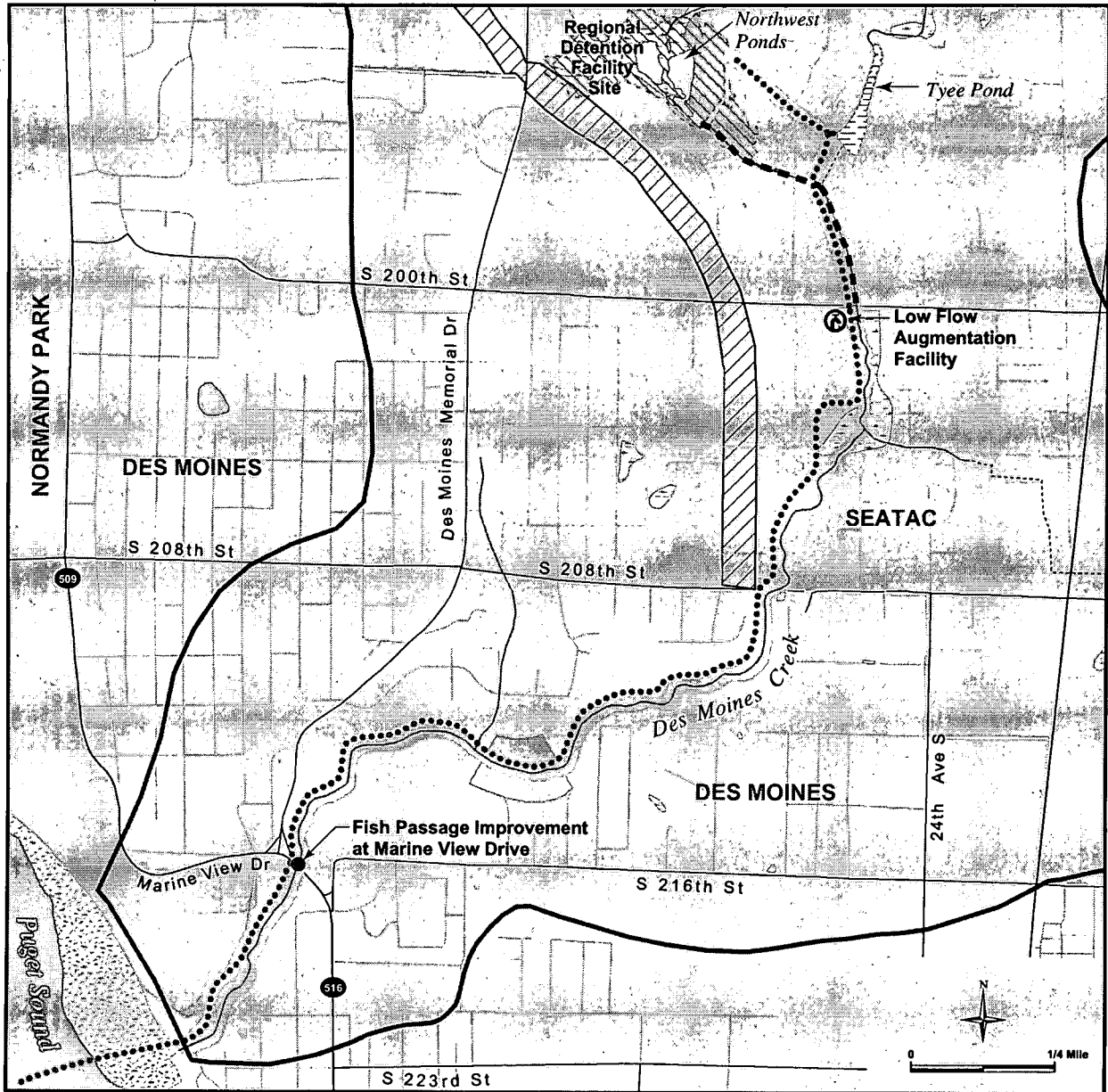
The total cost to the Committee is preliminary. Interlocal agreements with Midway Sewer District and Seattle Public Utilities need to be made.

# Des Moines Creek Basin Restoration Projects

## Attachment 11

### Design Change and Change Order Process





Attachment 12

## DES MOINES CREEK RESTORATION PROJECTS

Rights-of-Ways & Easements Necessary for Project Implementation - by Jurisdiction

### Jurisdictions to Provide Easements or Rights-of-Ways

- City of Des Moines
- Midway Sewer District
- City of SeaTac
- Port of Seattle
- WSDOT

### Rights-of-Ways and Easements needed for these Proposed Basin Plan Projects

- Fish Passage Improvement at Marine View Drive
- Low Flow Augmentation Facility
- In-stream Fish Habitat Improvements
- Stream Channel Reconstruction
- Flow Bypass Pipe
- Regional Detention Facility Site

- Basin Boundary
- Stream
- Piped Stream
- Wetland
- R/D Facility
- Shoreline

Des Moines Creek Basin Restoration Projects  
Attachment 13  
Total Project Cost

**Summary of Scope and Budget for Des Moines Creek Restoration Projects**

Regional Detention Facility Project	\$8,382,670
Stream Bypass Project	\$1,518,686
Flow Augmentation Project	\$540,370
Habitat Restoration and Enhancement Project	\$938,840
Marine View Drive Culvert Replacment	\$5,484,000
Oversight and Compliance Coordinator	\$495,000
Construction Coordinator	\$300,000
ILA-4 Early Actions	\$96,395
Project Monitoring	\$330,000
<b>Construction Fund Total</b>	<b>\$18,085,961</b>
<b>O&amp;M Fund Annual Total*</b>	<b>\$3,879,080</b>
<b>Total Annual Charge</b>	<b>\$130,000</b>
<b>Replacement and Improvement Fund Total*</b>	<b>\$1,867,000</b>
<b>Total Annual Charge</b>	<b>\$65,000</b>

\* Total over 30 year project life

Des Moines Creek Restoration Projects  
Attachment 14  
Initial O + M Fund Budget

Total Assumed Project Life is 30 years

OM&M ITEMS	Frequency	Unit Cost	Total Cost (2003 Dollars)	Note
Annual inspection cost	Per year	\$1,000	\$30,000	One inspection per year
Sewerline TV inspection	Every 10 year	\$7,500	\$22,500	To determine pipe conditions
Outfall diffuser inspection	Every 10 year	\$2,500	\$7,500	Diffuser inspected by scuba divers
Annual maintenance & operation of RDF and Bypass	Per year	\$3,500	\$105,000	Includes CB cleaning and minor repairs
Annual maintenance & operation of Low Flow Augmentation	Per year	\$500	\$15,000	Pump maintenance as needed
Landscape maintenance (mowing west berm once per year)	Per year	\$1,200	\$36,000	Golf course would maintain east berm
Flow control structure inspection by an Engineer	Every two year	\$1,500	\$22,500	To assess facility performance per design
Dam safety inspection by an engineer	Every two year	\$1,500	\$22,500	To observe structural changes
Repair damages caused by significant storm events	Once every 10 yr.	\$25,000	\$75,000	Minor repairs to restore the facilities
Plant maintenance (weed control & watering)	Per year	\$10,000	\$300,000	WCC Crew will do this task.
<b>Sub-Total</b>			<b>\$636,000</b>	
Repair damaged facility caused by vandalism	5% of O&M	\$31,800	\$31,800	Extent of vandalism can not be predicted
10 % Contingency			\$66,780	
<b>Operation and Maintenance Cost for 30 Years in 2003 Dollars</b>			<b>\$734,580</b>	
Vegetation monitoring for 10 years (every other year)	Every other year	\$10,000	\$50,000	To meet permit conditions
Groundwater monitoring for 10 years	Every year	\$8,000	\$80,000	To meet permit conditions
Reporting to permit agencies for 10 years (every other year)	Every other year	\$5,000	\$25,000	To meet permit conditions
Flow gauging for 10 years (three gauges)	Every year	\$10,000	\$150,000	Three flow monitoring gauges
Project Management & coordination for 10 years	Per year	\$5,000	\$150,000	
Wildlife control and monitoring as required by FAA	Per year	\$5,250	\$157,500	
<b>Sub-Total</b>			<b>\$612,500</b>	
10% Contingency			\$77,000	
<b>Monitoring Cost in 2003 Dollars</b>			<b>\$689,500</b>	
Operations and Maintenance Coordinator - after construction	27 years	\$50,000	\$1,350,000	
Treasurer - during construction	3 years	\$50,000	\$150,000	
Treasurer - after construction	27 years	\$25,000	\$675,000	
Committee Coordinator	4 years	\$70,000	\$280,000	
<b>Staffing Costs</b>			<b>\$2,455,000</b>	
<b>Total Fund Budget</b>			<b>\$3,879,080</b>	
<b>Estimated Operation and Maintenance Fund Annual Cost</b>			<b>\$129,303</b>	

Des Moines Creek Restoration Projects  
Attachment 15  
Replacement and Improvement Fund Budget

**Replacement Costs for 30 Year Project Life**

Projects	Items	Assumed Quantity	Unit Cost	Total Cost	Note
RDF	Dam Spill-way repair	Three incidents	15,000	\$45,000.00	May be caused by flooding Soil erosion or gully formation Dam elevation may changed due to settlement
	Dam side slope restoration	Three incidents	5,000	\$15,000.00	
	Embankment Backfill & Compaction to maintain designed elevation	Three incidents	10,000	\$30,000.00	
	Filter Diaphragm replacement	3	5,000	\$15,000.00	
	Gabion Outfall Pad repair/installation	3	3,000	\$9,000.00	
	Overflow Structure 120 In. Diam. Repair	3	1,000	\$3,000.00	
	Energy Dissipator replacement	6	5,000	\$30,000.00	
	Flow Control Vault w/ baffle replacement	2	15,000	\$30,000.00	
Bypass	Replace Lined Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam	300	55	\$16,500.00	Assumes existing pipeline no longer available Protecting pipe from stream bank scouring
	Replace Lined Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam	300	75	\$22,500.00	
	Replace Lined Corrugated Polyethylene Storm Sewer Pipe 30 In. Diam	300	90	\$27,000.00	
	Replace Lined Corrugated Polyethylene Storm Sewer Pipe 36 In. Diam	300	110	\$33,000.00	
	Construct New Bypass Line/replace old line including Manholes	7,000	150	\$1,050,000.00	
	Bank Stabilization for Pipe Protection	Six incidents	20,000	\$120,000.00	
	48" Type 3 MH repair or installation	6	750	\$4,500.00	
	54" Type 3 MH	6	750	\$4,500.00	
	60" Type 3 MH	6	750	\$4,500.00	
	Replacement Manholes	Four incidents	2,500	\$10,000.00	
Remove/modify difuser	One incident	50,000	\$50,000.00		
Stream	Replace Bed Control logs	10	1,000	\$10,000.00	Sediment buildup may need to be removed
	Replace Stream Bed Gravel	LS	5,000	\$5,000.00	
	Logs 20 In. Diam by 25 ft long, Supply and Place	10	1,000	\$10,000.00	
	Sediment Management	Three incidents	5,000	\$15,000.00	
	Weir Replacement	Three incidents	10,000	\$30,000.00	
Low-Flow	Replace Pump	Three incidents	15,000	\$45,000.00	
	Repalce Intake pipeline	Three incidents	10,000	\$30,000.00	
	Rebuild Pump Housing	1	7,500	\$7,500.00	
	Electric Supply Line Replacement	1	30,000	\$30,000.00	
	Repair Bid Exclusion System	Three incidents	5,000	\$15,000.00	
Planting	Replant Native Vegetation	5,000	10	\$50,000.00	
	Adaptive Management Implementation	LS	100,000	\$100,000.00	

Approximate Total in 2003 Dollars:

\$1,867,000.00

Estimated Total Annual Contribution

\$62,233.33