

Substitute/am/3/26/98
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clerk 1/14/98

Introduced By:

Kent Pullen

Proposed No.:

98-022

1
2 MOTION NO. **10433**

3 A MOTION authorizing an interlocal agreement between
4 King County and the Covington Water District for the purpose
5 of cooperatively designing and constructing the Big Soos
6 Creek Bank Stabilization and Water Line Relocation Project.
7

8 WHEREAS, stream banks along sections of Big Soos Creek in southern King
9 County have been subject to erosion and undercutting during heavy storm events in recent
10 years, and

11 WHEREAS, the Covington Water District plans to install a new water line to
12 replace an existing pipeline generally located at 15118 Southeast Auburn-Black Diamond
13 Road which was severed during the February 1996 and January 1997 storms and
14 landslides, and

15 WHEREAS, King County has planned a project to stabilize approximately 200 feet
16 of stream bank along Big Soos Creek at the same general location as the water line
17 relocation project to reduce sedimentation in the stream and protect the stream bank from
18 further erosion, and

19 WHEREAS, the bank ravine along the Big Soos Creek Basin is within the
20 Landslide and Erosion Hazard Area, an area that historically has experienced severe

1 erosion and landslide and is subject to special requirements in King County's Sensitive
2 Areas Ordinance, and

3 WHEREAS, the District wishes to mitigate for the encroachment of the water line
4 relocation project into the Sensitive Areas and the Shoreline stream, and

5 WHEREAS, the King County stream bank stabilization project will protect the
6 water line from being damaged by stream bank erosion and the consequent slope failure,
7 and therefore serve to meet the mitigation goals for the District, and

8 WHEREAS, the District has been granted funding by the Federal Emergency
9 Management Agency to cover the costs of the water line relocation and stream bank
10 stabilization project, and

11 WHEREAS, the Parties wish to work cooperatively to realize the mutual benefits of
12 constructing the water line relocation and stream bank stabilization projects;

13 NOW, THEREFORE BE IT MOVED by the Council of King County:

14 The county executive is hereby authorized to enter into an interlocal agreement
15 with the Covington Water District, in substantially the same form as attached hereto, for
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1 the cooperative design and construction of the Big Soos Creek Bank Stabilization and
2 Water Line Relocation Project.

3 PASSED by a vote of 12 to 0 this 6th day of April,
4 1998

5 KING COUNTY COUNCIL
6 KING COUNTY, WASHINGTON

7 *Louise Miller*
8 Chair

9 ATTEST:

10 *Eumer*
11 Clerk of the Council

12 Attachment: Big Soos Creek Bank Stabilization and Water Line Relocation Project
13 Agreement, dated March 26, 1998.

14

1 **BIG SOOS CREEK BANK STABILIZATION AND WATER LINE RELOCATION**
2 **PROJECT AGREEMENT**
3

4 This agreement is made and entered into by King County, Washington, hereinafter
5 referred to as "King County," and the Covington Water District, hereinafter referred to as the
6 "District," collectively referred to as the "Parties," for the purpose of sharing the costs of
7 design and construction for reconstructing an 8-inch diameter water line and stabilizing
8 approximately 200 feet of stream bank along Big Soos Creek, generally located at 15118
9 Southeast Auburn-Black Diamond Road.

10 WHEREAS, the District plans to install a new water line to replace an existing pipeline
11 which was severed during the February 1996 and January 1997 storms and landslides at the
12 location described above, and

13 WHEREAS, King County has planned a project to stabilize approximately 200 feet of
14 stream bank along Big Soos Creek at the same general location to reduce sedimentation in the
15 stream and protect the stream bank from further erosion, and

16 WHEREAS, the bank ravine along the Big Soos Creek Basin is within the Landslide
17 and Erosion Hazard Area, an area that historically has experienced severe erosion and
18 landslide and is subject to special requirements in King County's Sensitive Areas Ordinance,
19 and

20 WHEREAS, the alignment to be used for the District's water line is contained within
21 the landslide and erosion hazards areas and within the stream buffer of a State Shoreline
22 stream, and

23 WHEREAS, the District wishes to mitigate for the encroachment of the water line
24 relocation project into the Sensitive Areas and the Shoreline stream, and

25 WHEREAS, the King County stream bank stabilization project will protect the water
line from being damaged by stream bank erosion and the consequent slope failure, and

1 therefore serve to meet the mitigation goals of the District, and

2 WHEREAS, the District has been granted funding by the Federal Emergency
3 Management Agency (hereinafter "FEMA") to cover the costs of the waterline relocation and
4 stream bank stabilization project, and

5 WHEREAS, the Parties wish to work cooperatively to realize the mutual benefits of
6 constructing the waterline relocation and stream bank stabilization projects, and

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

9 NOW THEREFORE, King County and the District mutually agree as follows:

10 I. Purpose

11 The purpose of this agreement is to enable King County and the District to effectively
12 cooperate in a project to design and construct a water line relocation and a stream bank
13 stabilization for the mutual benefit of the Parties.

14 II. Project Management

- 15 A. The project shall be managed by a project management team composed of the
16 Manager of the Project Management and Design Unit of the Surface Water
17 Engineering and Environmental Services of the King County Wastewater
18 Treatment Division, or an alternate employee selected by King County, and the
19 Engineer for the District, or an alternate employee selected by the District.
- 20 B. Decisions concerning the stream bank stabilization shall be made by King County
21 and coordinated with the District; decisions concerning the water line shall be
22 made by the District and coordinated with King County.
- 23 C. In the event that a dispute arises under this agreement, it shall be resolved by the
24 King County Wastewater Treatment Division Manager and the General Manager
25 for the District. If the dispute cannot be resolved by the managers, it shall be

1 resolved through an independent arbitration process by an arbitrator agreed upon
2 by both parties. Any costs incurred for arbitration services will be shared equally
3 by the parties.

4 III. Responsibilities

5 The Parties agree to the following responsibilities:

6 A. King County shall:

- 7 1. Design and construct (including construction administration) approximately
8 200 feet of stream bank stabilization. Construction of the stream bank
9 stabilization shall be concurrent with, or follow the completion of, the
10 installation of the water line relocation near the stream bank, and shall be
11 completed by August 9, 1998 to meet FEMA requirements.
- 12 2. Provide the District with a complete set of plans for the bank stabilization in
13 order that the District may integrate the bank stabilization and water line
14 relocation designs into one comprehensive set of project plans for the purpose
15 of obtaining permits for the two elements of the project.
- 16 3. Coordinate design and construction of the stream bank stabilization project
17 with the water line relocation design and construction plans and activities.
- 18 4. Prepare Washington State Environmental Policy Act (SEPA) environmental
19 checklists and serve as a lead agency for the SEPA review process.
- 20 5. Assist the District in obtaining all the necessary permits for the construction of
21 the bank stabilization and water line relocation project.
- 22 6. Assist the District in obtaining all the necessary right-of-way easements for
23 the construction of the bank stabilization and water line relocation project.
- 24 7. Manage and inspect construction of the stream bank stabilization.
- 25

1 B. The District shall:

- 2 1. Design and construct the water line relocation. Construction shall be
- 3 completed by July 15, 1998 to allow construction of the stream bank
- 4 stabilization by August 9, 1998 to meet FEMA requirements.
- 5 2. Serve as lead agency for obtaining all required permits for the bank
- 6 stabilization and waterline relocation project.
- 7 3. Serve as lead agency for obtaining all the necessary right-of-way easements for
- 8 the bank stabilization and waterline relocation project.
- 9 4. Review the stream bank stabilization plans and coordinate design and
- 10 construction of the water line relocation project with the stream bank
- 11 stabilization design and construction plans and activities.
- 12 5. Be responsible for developing the construction plans for the water line
- 13 relocation and incorporating the stream bank stabilization plans prepared by
- 14 King County into a comprehensive set of construction plans for the bank
- 15 stabilization and waterline relocation project for the purpose of permit
- 16 application.
- 17 6. Manage and inspect construction work pertaining to the water line relocation.
- 18 7. Coordinate the work schedule for the water line relocation with the stream
- 19 bank stabilization.
- 20 8. Assume ongoing maintenance responsibility for the water line.

21 IV. Costs

- 22 A. The costs of the project include design, easement and right-of-way acquisition,
 - 23 permitting, lab fees, construction, inspection, and project management costs, and
 - 24 shall consist of all expenditures necessary to complete the project, including and
 - 25 limited to costs for staff time, benefits, overhead, and goods and services directly
- related to the project including those project costs incurred prior to execution of

1 this agreement.

2 B. The project scope of work and project costs are described on Exhibit A, attached
3 to this agreement and incorporated herein. Exhibit A, Part 1 indicates tasks and
4 costs primarily for the stream bank stabilization; Exhibit A, Part 2 indicates tasks
5 and costs primarily for the water line relocation.

6 C. King County shall pay for the stream bank stabilization costs as described in
7 Exhibit A, Part 1 ~~to an amount not to exceed \$52,000~~, currently estimated to be
8 \$67,600. The stream bank stabilization costs will be reimbursed to King County
9 by the District to an amount not to exceed \$47,000, pursuant to ~~IV.D.2. below~~
10 Agreement provision IV.E.

11 D. ~~The District:~~

12 1. The District shall pay for the water line relocation costs as described in Exhibit
13 A, Part 2, estimated to be \$54,500.

14 2. E. The District has been awarded funding for the stream bank stabilization and
15 water line relocation project by FEMA. The District shall reimburse King County
16 for stream bank stabilization costs. ~~The amount reimbursed to King County by the~~
17 ~~District for the stream bank stabilization shall not exceed \$47,000 up to \$47,000.~~

18 V. Billing and Payment

19 The Parties agree to the following stipulations regarding billing and payment:

20 A. King County will bill the District for actual stream bank stabilization costs, to an
21 amount not to exceed \$47,000.

22 B. Payment to King County will be made by the District within sixty (60) days of
23 receipt of invoices to an address designated by King County.

24 C. The Parties represent that funds for this project have been appropriated and are
25 available. To the extent that this project requires future appropriations beyond

1 current appropriation authority, the Parties' obligations are contingent upon the
2 appropriation of sufficient funds to complete the activities described herein. If no
3 such appropriation is made, this agreement will terminate.

4
5 VI. Duration, Termination, and Amendment

6 The Parties agree to the following:

- 7 A. This agreement is effective upon signature by both Parties and remains in effect
8 until the project is complete or December 31, 1998, whichever is earlier.
- 9 B. This agreement may be terminated by either Party upon 30 days written notice.
- 10 C. This agreement may be amended, altered, clarified, or extended only by the written
11 agreement of the Parties hereto. An equitable adjustment in cost or period of
12 performance or both may be made if required by the change.
- 13 D. This agreement is not assignable by either Party, either in whole or in part.
- 14 E. This agreement is the complete expression of the terms hereto and any oral or
15 written representations or understandings not incorporated herein are excluded. The
16 Parties recognize that time is of the essence in the performance of the provisions of
17 this agreement. Waiver of any default shall not be deemed to be waiver of any
18 subsequent default. Waiver of breach of any provision of this agreement shall not
19 be deemed to be a waiver of any other or subsequent breach and shall not be
20 construed to be a modification of the terms of the agreement unless stated to be such
21 through written approval by the Parties which shall be attached to the original
22 agreement.

23 VII. Indemnification and Hold Harmless

24 The Parties agree to the following:

25 Each Party shall protect, defend, indemnify, and save harmless the other Party, its
officers, officials, employees, and agents, while acting within the scope of its

1 employment as such, from any and all costs, claims, judgments, and/or awards of
2 damages, arising out of or in any way resulting from either Party's own negligent acts
3 or omissions. Each Party agrees that its obligations under this subparagraph extend to
4 any claim, demand, and/or cause of action brought by, or on behalf of, any employees
5 or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with
6 respect to the other Party only, any immunity that would otherwise be available against
7 such claims under the Industrial Insurance provisions of Title 51 RCW. In the event
8 that either Party incurs any judgment, award, and/or cost arising therefrom, including
9 attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and
10 costs shall be recoverable from the responsible Party to the extent of that Party's
11 culpability.

12
13 IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the
14 ____ day of _____, 19 ____.

15 Approved as to Form

KING COUNTY:

16
17 By: _____

By: _____

18 Title: Deputy Prosecuting Attorney

Title: King County Executive

19
20 Approved as to Form

COVINGTON WATER DISTRICT:

21
22 By: _____

By: _____

23
24 Title: _____

Title: _____

10433

Exhibit A: Project Scope of Work

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3 **Part 1: Stream Bank Stabilization**

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5 <u>TASKS</u>	<u>COST</u>
6 1.) Project Design	\$8,400
7 2.) Project Administration	4,000
8 3.) Construction	32,000
9 4.) Construction Management and Inspection	2,600
10	Subtotal \$47,000

11
12 **Part 2: Water Line Relocation**

13 <u>TASKS</u>	<u>COST</u>
14 1.) Design, Engineering and Post construction Inspection	\$7,000
15 2.) Lab Fees and Permit Activity	1,500
16 3.) Right of way Acquisition	3,000
17 4.) Construction	43,000
18	Subtotal \$54,500

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