

MOTION NO. **9654**

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A MOTION authorizing an interlocal agreement between King County and the Northshore Utility District for the purposes of sharing in the costs of construction and environmental mitigation for a stormwater pipeline located in the West Basin of the Quinault Estates area, near the Sammamish River.

WHEREAS, the West Basin of Quinault Estates is within the Northshore Critical Drainage Area, an area that historically has experienced severe erosion, sedimentation, and flooding, and is subject to special stormwater control requirements, and

WHEREAS, King County has planned to construct a trench and pipeline near a stream in the West Basin to serve as a high-flow bypass and reduce the frequency and severity of erosive flows in the stream, and

WHEREAS, the Northshore Utility District plans to install a new sewer line in a trench in the same area proposed for construction of King County's project, and

WHEREAS, the District is required to provide environmental mitigation to compensate for the encroachment of the trench into stream and wetland buffers, and

WHEREAS, intrusion into the sensitive areas can be minimized by including King County's project with work proposed by the District, and

WHEREAS, a cost savings can be realized by both parties if the stormwater pipeline is incorporated into the construction and environmental mitigation work already planned by the District and costs are shared, and

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

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

The county executive is hereby authorized to enter into an interlocal agreement in substantially the same form as attached hereto as Exhibit A with the Northshore Utility District to share the costs of construction and environmental mitigation for a stormwater pipeline in the West Basin of Quinault Estates.

PASSED by a vote of 11 to 0 this 11th day of September, 19 95.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Polunin
Clerk of the Council

Attachment:

A. Quinault Estates West Basin Drainage Improvement Project Agreement

QUINAULT ESTATES WEST BASIN
DRAINAGE IMPROVEMENT PROJECT AGREEMENT

1 This agreement is made and entered into by King County, Washington, hereinafter
2 referred to as "King County," and the Northshore Utility District, hereinafter referred to
3 as the "District," collectively referred to as the "Parties," for the purpose of sharing the
4 costs of construction and environmental mitigation for a pipe to convey stormwater from
5 existing developed areas to an existing roadway drainage system located near the
6 Sammamish River.

7 WHEREAS, the West Basin of Quinault Estates is within the Northshore Critical
8 Drainage Area, an area that historically has experienced severe erosion and is subject to
9 special stormwater control requirements, and

10 WHEREAS, King County has planned the Quinault Estates West Basin Drainage
11 Improvement Project (Project) to facilitate stormwater drainage from existing developed
12 areas in the West Basin of Quinault Estates and thereby mitigate erosion, sedimentation,
13 and flooding impacts, and

14 WHEREAS, the Project is consistent with the special stormwater control
15 requirements, and

16 WHEREAS, the Project consists of burying approximately 800 feet of a 24-inch
17 diameter plastic pipe near a stream to serve as a high-flow bypass to reduce the frequency
18 and severity of erosive flows in the stream, and

19 WHEREAS, the District plans to install a new sewer line in a trench in the same
20 area proposed for construction of the Project, and

21 WHEREAS, the trench to be used for the District's sewer line is partially
22 contained within stream and wetland buffers, and

23 WHEREAS, the District is required to provide mitigation to compensate for the
24 encroachment of the trench into the sensitive areas, and

25 WHEREAS, intrusion into the sensitive areas can be minimized by including the
26 Project with work proposed by the District, and

27 WHEREAS, a cost savings can be realized by both Parties if the Project is
28 incorporated into the construction and environmental mitigation work already planned by
29 the District and costs are shared, and

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

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

2 I. Purpose

3 The purpose of this agreement is to enable King County and the District to
4 effectively cooperate in and share the costs of construction and environmental
5 mitigation for a trench to contain the District's sewer pipe and King County's
6 stormwater pipe for the mutual benefit of the Parties.

7 II. Project Management

- 8 A. The Project (construction of and environmental mitigation for a stormwater
9 pipeline) shall be managed by a project management team composed of the
10 Manager of the Project Management and Design Unit of the King County
11 Surface Water Management Division, or an alternate employee selected by
12 King County, and the Inspection Manager for the District, or an alternate
13 employee selected by the District.
- 14 B. Decisions concerning the stormwater pipeline shall be made by King County
15 and coordinated with the District.
- 16 C. In the event that a dispute arises under this agreement, it shall be resolved by
17 the King County Surface Water Management Division Manager and the
18 Manager for the District.

19 III. Responsibilities

20 The Parties agree to the following responsibilities:

- 21 A. King County shall:
- 22 1. Review and approve all District construction plans that incorporate King
23 County's stormwater pipe design.
 - 24 2. Obtain any required permits for King County's stormwater pipe.
 - 25 3. Inspect and have final approval authority for the construction work to be
26 performed by the District to ensure that construction of King County's
27 stormwater pipe has occurred as shown by the District in their
28 construction plans.
 - 29 4. Obtain any necessary easements for stormwater pipe maintenance.
 - 30 5. Accept the stormwater pipe into its regular maintenance inventory after
31 approving of the District's construction work.
- 32

1 B. The District shall:

- 2 1. Provide all surveying, construction plan preparation, and construction
3 management necessary to incorporate King County's stormwater pipe in
4 the District's work.
- 5 2. Obtain any required permits for the District's sewer pipe.
- 6 3. Obtain any necessary easements for construction activities and any sewer
7 pipe maintenance to be performed by the District.
- 8 4. Select and oversee any contractors hired to assist in the construction
9 work.
- 10 5. Construct the trench and associated sewer and stormwater pipe systems as
11 shown on the construction plans.
- 12 6. Complete all construction work prior to January 1, 1997.
- 13 7. Assume on-going maintenance responsibility for the sewer pipe.

14 IV. Costs

15 The Parties agree to share the construction and environmental mitigation costs as
16 follows:

17 A. King County

- 18 1. King County shall pay for the construction and environmental mitigation
19 costs described in Exhibit 1. Those costs include the following:
- 20 a. All costs reasonable and necessary to construct the stormwater pipe.
- 21 b. One-half of the environmental mitigation cost for the approximately
22 800-foot trench containing the King County stormwater pipe and the
23 District sewer pipe.
- 24 2. The amount paid by King County for the construction and environmental
25 mitigation shall not exceed \$105,500 and is subject to appropriation
26 authority.

27 B. The District

- 28 1. The District shall pay the following:
- 29 a. All costs for design and construction of the sewer line.
- 30 b. One-half of the environmental mitigation cost for the approximately
31 800-foot trench containing the King County stormwater pipe and the
32 District sewer pipe.

1 V. Billing and Payment

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

- 3 A. The District shall bill King County for reimbursable expenditures on itemized
4 invoices. All invoices are subject to approval by King County.
- 5 B. Reimbursable expenditures include materials, equipment, contractor labor,
6 and other related construction and environmental mitigation expenditures.
- 7 C. Payment to the District for approved and completed invoices will be made by
8 King County within sixty (60) days of receipt of invoices.
- 9 D. Payment for work performed hereunder shall be sent by King County to an
10 address designated by the District.
- 11 E. Nothing herein shall be construed as obligating King County or the District to
12 expend money in excess of appropriations authorized by law and
13 administratively allocated for this work.

14 VI. Duration, Termination, and Amendment

15 The Parties agree to the following:

- 16 A. This agreement is effective upon signature by both Parties and remains in
17 effect until the project is complete or January 1, 1997, whichever is earlier.
- 18 B. This agreement may be terminated by either Party upon 30 days written
19 notice. In the event of termination, payment will be made by the terminating
20 Party for work performed to the date of termination in the proportion agreed
21 to by the Parties.
- 22 C. This agreement may be amended, altered, clarified, or extended only by the
23 written agreement of the Parties hereto. An equitable adjustment in cost or
24 period of performance or both may be made if required by the change.
- 25 D. This agreement is not assignable by either Party, either in whole or in part.

26 VII. Indemnification and Hold Harmless

27 The Parties agree to the following:

28 Each Party shall protect, defend, indemnify, and save harmless the other
29 Party, its officers, officials, employees, and agents, while acting within the
30 scope of its employment as such, from any and all costs, claims, judgments,
31 and/or awards of damages, arising out of or in any way resulting from either
32 Party's own negligent acts or omissions. Each Party agrees that its

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obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability.

IN WITNESS WHEREOF, the Parties hereto have executed this amendment on the _____ day of _____, 19_____.

Approved as to Form

KING COUNTY:

By: _____
Title: Deputy Prosecuting Attorney

By: _____
Title: King County Executive

Approved as to Form

NORTSHORE UTILITY DISTRICT:

By: _____
Title: _____

By: _____
Title: _____

Exhibit 1

Project Budget	
<u>Item</u>	<u>Estimated Cost</u>
24" HDPE stormwater pipe	\$56,200
12" concrete pipe connection	\$2,380
Stormwater pipe anchors	\$2,850
Catch basin	\$2,200
Six manholes	\$11,400
Connection to existing stormwater system	\$6,100
Erosion blanket	\$1,150
Sediment control	\$2,000
Trench safety system	\$1,250
Restoration	\$4,000
Environmental mitigation	\$3,250
Subtotal 1	\$92,780
Sales tax (8.2%)	\$7,608
Subtotal 2	\$100,388
Contingency	\$5,112
Total*	\$105,500

*This total is the maximum amount to be spent by King County for this project, as set forth in Section IV. A. of this agreement.