



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 17, 2004

Ordinance 14908

Proposed No. 2004-0164.1

Sponsors Patterson

1 AN ORDINANCE authorizing an interlocal agreement
2 between King County, the city of Des Moines, the city of
3 SeaTac, the Port of Seattle and the Washington state
4 Department of Transportation for construction and
5 operation of the Des Moines creek restoration projects.

6
7

8 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

9 **SECTION 1. Findings:**

10 A. The city of Des Moines, the city of SeaTac, the Port of Seattle and the
11 Washington state Department of Transportation ("parties") have jurisdiction and/or
12 public service provision responsibilities within the Des Moines creek basin ("basin"),
13 which contains an extensive natural resource system including streams, lakes, and
14 wetlands worthy of restoration and protection to promote water quality, fish habitat,
15 recreation and flood storage values in the basin.

16 B. Existing development in the basin has resulted in conditions, including
17 drainage and water quality problems, flooding, erosion and fish habitat degradation, that
18 threaten the stability and function of the basin's natural resource system.

19 C. The parties wish to address these conditions basin-wide and recognize that
20 cooperative effort is the most effective and efficient way to protect the basin's natural
21 resource system and to address surface-water-related problems across jurisdictions.

22 D. The parties have worked through a series of interlocal agreements as the Des
23 Moines creek basin committee to jointly address stream issues and to develop the Des
24 Moines Creek Basin Plan ("basin plan").

25 E. The basin plan, which was completed in 1997 and endorsed by the parties,
26 identified the construction of a series of capital projects as the most effective and efficient
27 means to address drainage and stream flow issues and improve water quality and fish
28 habitat in the basin.

29 F. The parties have worked cooperatively to prepare designs and environmental
30 and permitting documentation for the projects and now propose, pending granting of final
31 permits, to move forward with project construction.

32 G. As the county's remaining unincorporated area within the basin was annexed,
33 the county's costs to fulfill its designated technical support functions under the proposed
34 interlocal agreement will be fully reimbursed by the other parties.

35 H. Implementation of the capital projects under the proposed interlocal
36 agreement is envisioned to result in significant savings to the public by reducing the cost
37 of future public infrastructure projects while increasing protection of natural resources in
38 the Des Moines creek basin.

39 I. In accordance with chapter 39.34 RCW, the Interlocal Cooperation Act, the
40 parties are each authorized to enter into an agreement for cooperative action.


41 SECTION 2. The county executive is hereby authorized to enter into an interlocal
42 agreement in substantially the same form as Attachment A to this ordinance.

43

Ordinance 14908 was introduced on 4/5/2004 and passed by the Metropolitan King
County Council on 5/17/2004, by the following vote:

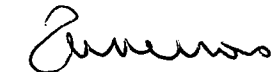
Yes: 10 - Mr. Phillips, Ms. Edmonds, Ms. Lambert, Mr. Pelz, Mr. McKenna,
Mr. Ferguson, Mr. Hammond, Mr. Irons, Ms. Patterson and Mr. Constantine
No: 0
Excused: 3 - Mr. von Reichbauer, Mr. Gossett and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

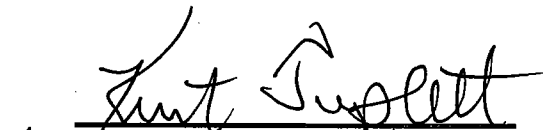

Larry Phillips, Chair

RECEIVED
2004 MAY 27 PM 4:11
CLERK
KING COUNTY COUNCIL

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 27th day of May, 2004.


for Ron Sims, County Executive

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**Des Moines Creek Basin Restoration Projects
Interlocal Agreement**

This 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," 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 constructing and operating several projects to implement the Des Moines Creek Basin Plan, jointly prepared by the Parties ("Agreement").

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 have worked through previous interlocal agreements (identified in Exhibit 1) 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

WHEREAS, the Basin Plan projects are an integral part of the stormwater 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 Basin Committee intends to reimburse those Parties who funded early actions on behalf of the Basin Restoration Projects; and

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

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

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

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

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

I. PURPOSE

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

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

- B. Funding and managing ongoing operation and maintenance (O&M) of the Projects. O&M activities are intended to maintain compliance with permit conditions, to optimize operation of the Projects to maximize environmental benefits, to respond effectively to emergency conditions, and to provide for funding of necessary annual operations and maintenance including short-term adaptive management and long-term major maintenance due to aging or unforeseen circumstances.
- C. Ongoing monitoring of project effectiveness to document compliance with permitting conditions and to quantify effectiveness of the projects in meeting environmental improvement, hydrologic and engineering design goals. Monitoring results will serve as the basis for any changes proposed to the Projects as part of an adaptive management program addressing ongoing O&M issues.
- D. Authorize reimbursement for some of the Parties, as shown in Exhibit 2, for early actions taken to complete tasks which were not included in any previously approved scope of work but that were needed to complete project design, provide information needed to obtain permits and/or allow timely progress towards construction.
- E. Authorize amendment of the Scope and Budget approved under the previous Interlocal Agreement for Final Design and Permitting of the Basin Restoration Projects (“Design Interlocal Agreement”) as shown in Exhibit 3. This budget amendment is for actions which were beyond the Scope and Budget of the Design Interlocal Agreement, and were previously approved by the Committee as necessary to complete work and obtain permits in a timely manner.
- F. Creation and management of a Replacement and Improvement Fund, a Construction Fund, and an O&M Fund to provide for collection and distribution of funds necessary for construction and ongoing operation and maintenance of the Projects.
- G. Establishment of an administrative structure to continue the Basin Committee and to provide it with the mechanisms needed to manage the construction and operation of the Basin Plan Restoration Projects.

II. PROJECT ADMINISTRATION AND COORDINATION

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

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A. Basin Committee Organization

1. Overall project management and direction will be performed by the Committee, which will meet once a month or as otherwise scheduled to review project work products and approve necessary changes to project activities including amending the Scope of Work and Budget, authorizing the Treasurer to make payments, approving design changes, and other necessary oversight activities related to the construction and operation of the Projects.
2. The Committee will be composed of one voting member each from SeaTac, Des Moines, the Port, the STATE, and King County. A quorum for a meeting is representation or a proxy from all Committee voting members. Upon the end of construction and final acceptance of all Projects by the Basin Committee, the memberships of the STATE and King County shall terminate, and all rights, obligations, duties, and liabilities of the STATE and King County under this Agreement shall terminate and cease to exist except that King County retains the right to collect costs previously incurred hereunder. Both the STATE and King county may continue to provide input to the Basin Committee, but not as members of the Committee. Midway Sewer District shall be invited to participate as a non-voting member of the Basin Committee.
3. Each Party shall appoint one representative to serve on the Committee. The SeaTac and Des Moines representative shall be appointed by the City Manager, the STATE representative shall be appointed by the Urban Corridors Administrator, the Port representative shall be appointed by the Aviation Division Deputy Managing Director, and the King County representative shall be appointed by the Director of King County Department of Natural Resources and Parks. Additional staff persons of the Parties are welcome to attend Basin committee meetings to support Committee activities.
4. The Committee shall continue to operate as a project management team, reaching decisions by consensus with all parties represented at the meeting, except that in the case of emergency meetings decisions will be by consensus of the Parties present. Consensus shall mean a unanimous agreement of all the voting Parties to proceed in a specified manner. Issues that cannot be decided by consensus by the Basin Committee will be referred as needed to each of the officials appointing the representatives for resolution.

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In the event that these officials do not reach agreement within 30 days, the issue shall be submitted to binding arbitration.

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

B. Committee Powers and Responsibilities

1. The Committee shall meet regularly to consider issues relating to the construction and operation of the Projects, and to reach timely decisions on proposed project changes as described in Section IV (Project Changes).
2. The Committee shall approve a Scope of Work and Budget for all activities relating to the construction and operation of the Projects.
3. The Committee shall manage and direct each of the Parties that are authorized under this Agreement to enter into contracts, as more fully set forth below, to accomplish specific project activities as outlined further in this Agreement.
4. The Committee shall hold all permits for the Projects, except for the Marine View Drive Culvert Replacement project permits which shall be held by Des Moines.
5. The Committee shall serve as the final authority for any proposed design changes, except the Committee may delegate approval of certain change orders and design changes to the Construction Coordinator and the Oversight and Compliance Coordinator or Project Managers as identified in section IV (Project Changes)
6. The Committee shall annually review a proposed Scope of Work and Budget submitted by the Operations and Maintenance Coordinator to fund O&M activities for the following year.
7. The Committee shall set an annual charge for each Party's contribution to the Operation and Maintenance Fund, except that neither the STATE nor King County shall be required to contribute to this Fund. The Committee shall establish the annual charge for each calendar year by September 1 of the preceding year.
8. The Committee shall establish an annual charge for each Party's contribution to the Replacement and Improvement Fund, except that neither the STATE nor King County shall be required to contribute to this Fund. The Committee shall establish the charge for each calendar year by September 1 of the preceding year.

9. The Committee shall authorize the Treasurer to make payments for approved activities as described in Section II.F.1 (Staff Duties - Treasurer).
10. The Committee shall elect a Chair.
11. The Committee may authorize a Party to hire a coordinator on behalf of the Committee.

C. Committee Member Duties

1. The Committee member of each Party shall make every effort to attend all regular meetings of the Basin Committee.
2. When an appointed member cannot attend a Committee meeting the appointing Party shall send a substitute fully authorized to act on behalf of the Party, or provide another Party with a proxy vote for any decisions before the Committee. To exercise a proxy, the absent Party must notify the Chair orally or in writing prior to the meeting of their intended absence, the Party to which they have assigned their proxy, and any limits on that proxy. The Chair may be designated as proxy. No member may vote more than one proxy.
3. The Parties shall make every effort to support timely decision-making by the Committee. Should a Committee decision be held in abeyance for two or more regularly scheduled meetings due to consecutive absences of one Party, the Committee may at their discretion choose to proceed with decision-making for any or all of the issues held in abeyance by the absences.
4. Each of the Parties shall make every effort to have their appointed representative attend emergency meetings of the Committee or to send a substitute authorized to take action. Given the inherent time-sensitive nature of emergency meetings, decisions shall be made by consensus of the Parties in attendance. Members are authorized to delegate proxy authority to any of the other Parties, providing the chair is notified by the absent Party prior to the start of the meeting.

D. Committee Chair Duties

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

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

E. Committee Staffing

1. The Parties hereby authorize one or more of the Parties to act on their behalf in order to accomplish specific project activities as described herein, and authorize the Committee to compensate those Parties for their activities on behalf of the Parties. The Parties so authorized may, on behalf of all the Parties, under the Committee's management and direction, provide staff and let contracts as necessary to carry out the specific project activities assigned. Exhibit 4 shows identified Committee staff positions and their reporting structure.
2. The Committee shall appoint one Member to serve as Treasurer which may be a single individual or an entity. A Scope of Work and Budget for the duties of Treasurer shall be developed and approved by the Committee, and the Committee is hereby authorized to approve funding for this position, which funding shall be included in the Operations and Maintenance Fund, and which funding shall not exceed the actual costs incurred in performing the duties of this position. The Treasurer for the Committee shall be SeaTac, until such time as the Committee appoints another Party to serve as Treasurer.
3. The Committee shall appoint a Construction Coordinator which may be a single individual or an entity. The position of Construction Coordinator shall be dissolved upon completion of construction and final acceptance of the projects. A Scope of Work and

Budget for the duties of Construction Coordinator shall be developed and the Committee is hereby authorized to approve the funding for this position, which funding shall be included in the Construction Fund and which funding shall not exceed the actual costs incurred in performing the duties of this position. The Construction Coordinator shall be SeaTac until such time as the Committee appoints another Party to serve as Construction Coordinator.

4. The Committee shall appoint an Oversight and Compliance Coordinator which may be a single individual or an entity. The position of Oversight and Compliance Coordinator shall be dissolved upon the completion of construction and final acceptance of the projects. A Scope of Work and Budget for the duties of Oversight and Compliance Coordinator shall be developed and the Committee is hereby authorized to approve the funding for this position, which funding shall be included in the Construction Fund and which funding shall not exceed the actual costs incurred in performing the duties of this position. The Oversight and Compliance Coordinator shall be King County until such time as the Committee appoints another Party to serve as Oversight and Compliance Coordinator.
5. The Committee shall appoint an Operations and Maintenance Coordinator which may be a single individual or an entity. A Scope of Work and Budget for the duties of Operations and Maintenance Coordinator shall be developed and the Committee is hereby authorized to approve the funding for this position, which funding shall be included in the Operations and Maintenance Fund and which funding shall not exceed the actual costs incurred in performing the duties of this position. The Operations and Maintenance Coordinator shall be King County until such time as the Committee appoints another Party to serve as Operations and Maintenance Coordinator.
6. The Committee shall appoint a Regional Detention Facility (RDF) Project Manager which may be a single individual or an entity. A Scope of Work and Budget for the duties of RDF Project Manager shall be developed and the Committee is hereby authorized to approve the funding for this position, which funding shall be included as an RDF project cost and which funding shall not exceed the actual costs incurred in performing the duties of this position. The RDF Project Manager shall be the Port until such time as the Committee appoints another Party to serve as RDF Project Manager.

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

position. The Marine View Drive Project Manager shall be Des Moines until such time as the Committee appoints another Party to serve as Marine View Drive Project Manager.

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

F. Staff Duties

1. Treasurer

- a) The Treasurer shall set up, manage, and oversee the management of the Replacement and Improvement Fund, the Construction Fund and the O&M Fund.
- b) The Treasurer shall provide the Committee with a quarterly update of the status of the Construction Fund, and a semi-annual update of the status of the Replacement and Improvement Fund and the O&M Fund.
- c) The Treasurer shall bill the Parties for their contributions to the Construction Fund as provided for in this Agreement, and their annual contributions to the Replacement and Improvement Fund and the O&M Fund, as described in Section VI (Costs) of this agreement.
- d) The Treasurer shall hold moneys collected for each Fund in separate accounts. Any interest collected shall remain in that account for that Fund.
- e) The Treasurer shall issue payments to Parties or their contractors for work performed in accomplishing the duties and responsibilities identified by an approved project Scope of Work, provided such payment requests are within the approved project Budget and for work within the scope of the contract. Approval of payments shall be certified by one of the following: the Construction Coordinator, the Committee Chair or the Committee.
- f) The Treasurer shall issue payments within 30 days of receiving an approved invoice.
- g) The Treasurer shall maintain records and reports sufficient to satisfy state audits, and shall retain records for at least six years after completion of each contract

2. Construction Coordinator

- a) The Construction Coordinator shall serve as a single point of contact for construction related activities, acting under the direction and management of the Committee.
- b) The Construction Coordinator in cooperation with the designated Project Managers shall prepare recommendations to the Committee on the number of contracts, the Scope of Work and Budget for each contract, and the management and oversight conditions of specific contracts needed to construct the Projects as directed by the Committee.
- c) The Construction Coordinator shall obtain Committee approval of a Scope and Budget prior to any contracts for construction being entered into by any of the designated Parties through their appointed Project Manager.
- d) The Construction Coordinator shall oversee the change order and design change processes, as described in Section IV (Project Changes).
- e) The Construction Coordinator shall provide certification to the Treasurer indicating the Construction Coordinator's approval to proceed with making payments for specific Project costs.
- f) The Construction Coordinator shall provide the Committee with a monthly update of the status of all Projects and a report listing approved change orders and design changes, current schedule for completion, costs to date, budget status and trends, identification of any coordination difficulties, current status of all contracts, a summary of contractor performance, forecast cost to complete the projects, lessons learned, and other such information as requested by the Committee.
- g) The Construction Coordinator shall recommend to the Committee when to proceed with final acceptance of Projects.
- h) Upon completion of construction and final acceptance of the Projects, the position of Construction Coordinator shall be dissolved and any remaining responsibilities shall be turned over to the O&M Coordinator.

3. Oversight and Compliance Coordinator

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

- b) The Oversight and Compliance Coordinator shall prepare a monthly report to the Committee detailing the effectiveness of permit compliance and monitoring activities for the Projects both individually and collectively.
- c) The Oversight and Compliance Coordinator shall provide oversight of erosion control and monitoring to ascertain that construction of the Projects individually and collectively adheres to permit and reporting requirements and design goals.
- d) The Oversight and Compliance Coordinator shall work in cooperation with the Construction Coordinator and the Project Managers to develop a monitoring program sufficient to provide data needed for permit compliance, to document the effectiveness of the Projects in fulfilling their hydrologic design and natural resource restoration goals, and to serve as the basis of an adaptive management program.
- e) The Oversight and Compliance Coordinator shall provide oversight of construction inspection and testing to ascertain that there are uniform standards and reliable results among the Projects.
- f) The Oversight and Compliance Coordinator shall monitor the individual Project Managers to ensure that the Projects are consistent with permit requirements and are well integrated with other construction activities in the vicinity.
- g) The Oversight and Compliance Coordinator shall work in cooperation with the Construction Coordinator and affected local public works, fire and safety officials, to develop an Emergency Response Plan detailing how the Projects will be operated in the event of emergencies, detailing how decision-making will occur during emergencies, and detailing specific roles and responsibilities for carrying out the actions necessary to protect public health and safety and assure the safe and effective ongoing operation of the Projects. The Emergency Response Plan shall be completed and approved prior to final acceptance of the projects.
- h) The Oversight and Compliance Coordinator shall be responsible for arranging for regular meetings and field reviews by the resource agencies.
- i) The Oversight and Compliance Coordinator shall recommend to the Committee when to proceed with final acceptance of Projects.

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

4. Operations and Maintenance Coordinator

- a) The O&M Coordinator shall oversee the ongoing operation and maintenance of the Projects upon completion of construction and final acceptance of the Projects.
- b) The O&M Coordinator shall oversee operations and ascertain whether the ongoing operation of the Projects complies with permit conditions, including all long term monitoring and reporting responsibilities, and provide the Committee with timely advice on the status of Project operations.
- c) The O&M Coordinator shall develop an annual budget and scope of work addressing O&M activities for the following year, which shall be submitted to the Committee for approval prior to July 1 each year. The budget shall include the estimated Operation & Maintenance budget, estimated annual contributions for each Party, forecasted expenditures for current year and any remaining balance from previous years. This budget shall be forwarded to each of the Parties for review and for appropriation action, if required by the legislative or administrative processes and procedures of that Party.
- d) The O&M Coordinator shall adhere to the approved Scope and Budget for annual O&M activities.
- e) The Parties hereby authorize the O&M Coordinator, under the direction and management of the Committee, to enter into the contracts necessary to accomplish ongoing operation and maintenance of the Projects. The O&M Coordinator shall obtain committee approval of a Scope and Budget for each contract, and the management and oversight conditions of specific contracts needed to carry out the purposes of the Committee. A list of anticipated O&M contracts is given in Exhibit 5.
- f) The O&M Coordinator shall prepare annual recommendations on the number of contracts, the tasks within each contract, and the management and oversight of specific contracts needed to provide for the ongoing operation and maintenance of the Projects.

- g) The O&M Coordinator shall prepare updates to the Emergency Response Plan as needed. All updates to the Emergency Response Plan shall be approved by the Committee prior to implementation.
- h) The O&M Coordinator shall bring all proposed changes in approved O&M activities to the Committee for their approval prior to implementation, excepting emergency actions which may be implemented immediately providing the changes in emergency activities adhere to the adopted Emergency Action Plan whenever possible.
- i) The O&M Coordinator shall oversee all Adaptive Management efforts associated with the ongoing operation and maintenance of the Projects, and shall prepare a report to the Committee at no more than 5 year intervals with specific recommendations for any changes to Project O&M suggested by the results of the adaptive management program.
- j) The O&M Coordinator shall oversee the implementation of the Emergency Response Plan, and shall work with appropriate local public works, fire and safety officials to perform an annual emergency response training event.
- k) The O&M Coordinator shall prepare a semi-annual report to the Committee detailing the status of Projects, any suggested operational changes, and a record of maintenance activities undertaken in the half-year. The report shall be submitted as part of the annual O&M budget review.
- l) The O&M Coordinator shall assume any remaining duties of the Oversight and Compliance Coordinator and the Construction Coordinator when those positions are dissolved at the completion of construction and final acceptance of Projects.

5. Project Managers

- a) The Parties hereby authorize Project Managers, under the direction and management of the Committee, to enter into contracts for the construction of their respective individual project, provided such contracts adhere to the approved Scope and Budget for their Project.
- b) Project Managers shall be responsible for the administration of contracts and agreements necessary to accomplish the construction of their Project in a timely fashion.

- c) Project Managers shall work in cooperation with the Construction Coordinator and the Oversight and Compliance Coordinator to ensure that contracts and agreements for their Project are consistent with permit requirements and other agreements, are within the Committee approved Scope and Budget for the Project and are consistent with the Committee's design goals.
- d) Project Managers shall work in cooperation with the Oversight and Compliance Coordinator to ensure that construction inspection and testing are uniform and reliable across all Projects, and are performed in a timely manner.
- e) Project Managers shall work in cooperation with the Oversight and Compliance Coordinator and the Construction Coordinator to ascertain that Committee staff and their representatives (to include contractors) have the necessary access to the site to confirm that specific Projects are being constructed in compliance with permit conditions, monitoring needs, design goals, and contract plans and specifications.
- f) Project Managers shall perform or arrange for appropriate construction inspection and testing as called for by the Scope of Work.
- g) Project Managers shall adhere to the design change and change order process described in Section IV (Project Changes) and shall obtain permission through the Construction Coordinator and the Oversight and Compliance Coordinator for any change orders or proposed design changes that exceed their authority.
- h) Project Managers shall provide a monthly progress report to the Construction Coordinator which shall include all change orders approved under the Project Manager's authority, current schedule for completion, costs to date, budget status and trends, identification of any coordination difficulties, current status of all contracts, a summary of contractor performance, forecast cost to complete the project, lessons learned, and other such information as requested by the Construction Coordinator.

6. Basin Committee Coordinator

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

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

- b) The Basin Committee Coordinator shall serve at the discretion of the Committee.
- c) The Basin Committee Coordinator shall perform other duties as assigned by the Committee.

III. PROJECT ACTIVITIES

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

- A. Construction of a Regional Detention Facility (RDF) to increase the ability of the wetland to store excess stream flows, to replace invasive and non-native wetland plants with native wetland plants and to provide conditions conducive to water quality improvements and improvements in stream flows. The RDF will consist of excavations around the perimeter of the Northwest Ponds wetlands, plantings in excavated areas, construction of two berms and associated control structures, construction of diversion piping, relocation and restoration of 2100 feet of stream channel and restoration of the riparian corridor along both existing and relocated creek segments north of South 200th Street. Construction of the RDF is described in the attached Scope of Work and Budget (Exhibit 6).
- B. Construction of the Bypass Pipe to allow destructive volumes of existing stream flows to be removed from sensitive natural stream sections and conveyed through a single-use stream Bypass Pipe directly to Puget Sound, where it will discharge on the slope of the stream delta at a depth of approximately 135 feet below sea level. Construction of the Bypass Pipe is described in the attached Scope of Work and Budget (Exhibit 7).
- C. Construction of a Flow Augmentation Facility to allow for addition of groundwater to the stream during times of extremely low stream flows, for the purpose of sustaining a minimal level of aquatic life in the streams low flow channel. Final design and construction of the Flow Augmentation Facility is described in the attached Scope of Work and Budget (Exhibit 8).

- D. Construction of the Habitat Enhancement and Restoration Projects to stabilize habitat structures and increase the quantity and quality of aquatic habitat within Des Moines Creek, between South 200th Street and Puget Sound. Final design and construction of the Habitat Enhancement and Restoration Projects is described in the attached Scope of Work and Budget (Exhibit 9).
- E. Construction of the Marine View Drive Culvert Replacement to remove the existing culvert, which constrains the stream and blocks migration of fish, and replace it with a bridge. Construction of the Marine View Drive Culvert Replacement is described in the attached Scope of Work and Budget (Exhibit 10).
- F. Oversight and monitoring of the Projects during the construction phase to ascertain compliance with design goals, permit requirements, monitoring requirements, erosion control requirements, and appropriate guidelines.
- G. Ongoing Operation and Maintenance of the Projects after construction and final acceptance of the Projects, including but not limited to maintenance and operation of constructed structures, maintenance and replanting of wetland plantings, maintenance and replanting of streamside vegetation, bank protection activities, maintenance of aquatic habitat structures, control of invasive plant species, preparation and implementation of emergency action plans, control of wildlife hazards in the vicinity of the projects, and the administration of the adaptive management program once construction is completed.
- H. Creation and ongoing management of a Construction Fund to collect and manage funds necessary to pay for construction of the Projects.
- I. Creation and ongoing management of a Replacement and Improvement Fund to collect and manage funds necessary to pay for replacement of project features which suffer damage, and to pay for any improvements found necessary as a result of the monitoring and adaptive management program or as the result of changing watershed conditions.
- J. Creation and ongoing management of an Operation and Maintenance Fund to collect and manage funds necessary to pay for the ongoing operation of the projects and to fund normal maintenance activities for the Projects.

IV. PROJECT CHANGES

- A. Changes to Project designs which change the fundamental functioning of a significant project feature, as determined by the Engineer of Record, and so risk altering the delicate compromise of design issues which were considered during the design of the Restoration Projects, shall be known as Design Changes.
- B. Changes to the Project designs which do not change the fundamental functioning of project features, but instead affect contracting agreements for the projects such as quantities, materials chosen or the specific technique used to accomplish a task, shall be known as Change Orders.
- C. The Design Change and Change Order process is shown on Exhibit 11. Project Managers are authorized to approve Change Orders which do not exceed the lesser of \$25,000 or 10 percent of project contingency, or which do not extend the completion date of the project by 7 days or more. All other requests for Change Orders and all Design Changes will be forwarded to the Construction Coordinator.
- D. The Construction Coordinator is authorized to approve Change Orders that are within the Scope and Budget of the individual projects provided that they do not exceed 10 percent of the project contingency, providing the Oversight and Compliance Coordinator concurs with the recommended change.
- E. The Construction Coordinator shall forward to the Committee all requests for change orders that are out-of-scope, or out-of-budget, or exceed 10 percent of Project contingency, or where the Construction Coordinator and the Oversight and Compliance Coordinator could not reach consensus on a recommended action. The Construction Coordinator shall prepare a written report summarizing the proposed change, the affect on Project budgets and schedules, and include any recommendations from the Oversight and Compliance Coordinator. The Committee shall have final authority for all Change Orders that do not meet the requirements of paragraph D (above).
- F. The Construction Coordinator and the Oversight and Compliance Coordinator will consult on all requested Design Changes to determine if review by the Engineer of Record is warranted. The requested Design Change will be forwarded to the Engineer of Record if either or both of the Coordinators request such review. Upon receipt of the Engineer of Record's review, or if neither Coordinator requests review by the Engineer of Record, the

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

- G. The Construction Coordinator shall forward to the Committee all requests for Design Changes along with a report containing an analysis of the affects of the proposed change on the functioning of the Restoration Projects, the effect on Project budgets and schedules, and a recommended course of action. The Oversight and Compliance Coordinator shall review all proposed Design Changes with the Construction Coordinator to seek consensus on a recommendation to the Committee. When consensus cannot be reached, the Oversight and Compliance Coordinator shall independently present their recommendation to the Committee for resolution. The Committee shall have the final authority for approval of Design Changes.
- H. The Committee is authorized to modify the Project Change Process as needed to efficiently administer project management responsibilities, provided the proposed changes are approved by all Parties.

V. PARTY RESPONSIBILITIES

A. SeaTac shall:

1. Provide a representative to serve on the Basin Committee and any necessary staff support needed by the Committee member.
2. Provide water quality, fisheries and stream flow data that is collected in the normal course of business and that is relevant to the design, construction or ongoing operations and maintenance of the Projects.
3. Provide necessary easements at no cost for the construction, operation and maintenance of the projects identified in Exhibit 12. Title for all property will remain with the original owner. Should any Party withdraw from this agreement, all easement rights of that Party shall terminate and be void.
4. Provide Committee approved staff to fulfill the duties of Treasurer for the Basin Committee.
5. Provide Committee approved staff to fulfill the duties of Construction Coordinator for the Basin Committee.
6. Provide Committee approved staff to fulfill the duties of Bypass Pipe Project Manager.

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B. Des Moines shall:

1. Provide a representative to serve on the Basin Committee and any necessary staff support needed by the Committee member.
2. Provide water quality, fisheries and stream flow data that is collected in the normal course of business and that is relevant to the design, construction or ongoing operations and maintenance of the Projects.
3. Provide necessary easements at no cost for the construction, operation and maintenance of the projects identified in Exhibit 12. Title for all property will remain with the original owner. Should any Party withdraw from this agreement, all easement rights of that Party shall terminate and be void.
4. Provide Committee approved staff to fulfill the duties of Marine View Drive Project Manager for the Basin Committee.

C. Port of Seattle shall:

1. Provide a representative to serve on the Basin Committee and any necessary staff support needed by the Committee member.
2. Provide water quality, fisheries and stream flow data that is collected in the normal course of business and that is relevant to the design, construction or ongoing operations and maintenance of the Projects.
3. Provide the Committee with all relevant and timely information relating to the potential design and construction of the airport related projects in the vicinity of the Regional Detention Facility for the purpose of coordinating construction and operation of the surface water management facilities.
4. Provide necessary easements at no cost for the construction, operation and maintenance of the projects identified in Exhibit 12. Title for all property will remain with the original owner. Should any Party withdraw from this agreement, all easement rights of that Party shall terminate and be void.
5. Provide Committee approved staff to fulfill the duties of Regional Detention Facility Project Manager.

D. STATE shall:

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

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

2. Provide water quality, fisheries and stream flow data that is collected in the normal course of business and that is relevant to the design, construction or ongoing operations and maintenance of the Projects.
3. Provide the Committee with all relevant and timely information relating to the potential design and construction of the SR 509 extension projects in the vicinity of the Regional Detention Facility for the purpose of coordinating construction and operation of the surface water management facilities.
4. Provide necessary easements at no cost for the construction, operation and maintenance of the projects identified in Exhibit 12. Title for all property will remain with the original owner. Should any Party withdraw from this Agreement, all easement rights of that Party shall terminate and be void.
5. The STATE may, if it desires, furnish an inspector for the Projects. Any costs for such inspection will be borne solely by the STATE. All contact between said inspector and the Des Moines Creek Basin Restoration Projects shall be through the Construction Coordinator.
6. The STATE agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this Agreement. Projects shall be in permit compliance at the time of this letter. WSDOT is released from performance of all permit obligations upon delivery of this letter.

E. King County shall:

1. Provide a representative to serve on the Basin Committee and any necessary staff support needed by the Committee member. At the completion of construction and final acceptance of the Projects by the Committee, the membership of the County on the Committee shall terminate. In addition, at the completion of construction and final acceptance of the Projects by the Committee all rights, obligations, duties and liabilities

of the County under this Agreement except for the right to collect costs previously incurred under this Agreement shall terminate and cease to exist. The County may continue to provide input and advice to the Committee, but not as a Committee member. Upon termination of the County's membership on the Committee, the County may enter into contracts for services to fill positions and accomplish activities described herein.

2. Provide water quality, fisheries and stream flow data that is collected in the normal course of business and that is relevant to the design, construction or ongoing operations and maintenance of the Projects.
3. Provide Committee approved staff to fulfill the duties of Oversight and Compliance Coordinator for the Basin Committee.
4. In the event a contract for services is entered into, provide Committee approved staff to fulfill the duties of Operations and Maintenance Coordinator for the Basin Committee.
5. Provide Committee approved staff to fulfill the responsibilities of Fish Habitat Improvements Project Manager for the Basin Committee.
6. Provide Committee approved staff to fulfill the responsibilities of Flow Augmentation Project Manager for the Basin Committee.

F. Midway Sewer District

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

VI. COSTS

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

A. Construction Costs

1. All costs shown in Exhibit 2, Reimbursement for Early Actions, shall be considered construction costs and shall be included as a portion of the overall project costs authorized by this agreement.
2. Total estimated project costs are shown as Exhibit 13.
3. STATE agrees to provide up to \$9,000,000 to support the construction of the Basin Restoration Projects provided that the STATE's contribution does not exceed 50 percent of the overall construction costs and that the STATE's contribution does not

exceed the Ports contribution. STATE contributions made before July 1, 2005 are not to exceed \$6,800,000. The Committee acknowledges that STATE may receive mitigation credit for portions of this contribution.

4. The Port agrees to provide up to \$9,000,000 to support the construction of the Basin Restoration Projects provided that the Port's contribution does not exceed 50 percent of the overall construction costs and that the Port's contribution does not exceed the STATE's contribution.
5. Des Moines is acknowledged for providing significant monetary support, staff time and effort on behalf of the Committee in order to secure the design and permitting for the Des Moines Creek Culvert Replacement. In addition, Des Moines agrees to provide \$300,000 to support the construction of the Basin Restoration Projects.
6. SeaTac is acknowledged for providing more than \$860,000 in funding needed to complete the design and permitting of the Des Moines Creek Restoration Projects.
7. Funds will be paid to the Treasurer and will be deposited in the Construction Fund account, to be disbursed in accordance with the Committee approved Scopes of Work and Budgets.
8. Parties shall reimburse the Treasurer within 30 days of receipt of invoice.
9. The Parties agree to submit a final bill to the STATE within forty-five (45) days after completion of construction and final acceptance of Projects.

B. Operations and Maintenance Costs

1. The Committee shall approve an annual Operation and Maintenance budget, which shall identify the funds necessary to fund ongoing O&M of the Basin Restoration Projects, excepting the Marine View Drive Bridge which shall continue to be operated and maintained by Des Moines and the STATE as long as it remains a State Highway. In the event Marine View Drive is no longer a state highway, the operation and maintenance of the Marine View Drive Bridge shall be performed by Des Moines.
2. The Port of Seattle, SeaTac and Des Moines shall be responsible for funding the annual O&M budget. Costs for the operation and maintenance of the Projects, excepting Marine View Drive Bridge, shall be paid 41 percent by the Port, 41 percent by SeaTac and 18 percent by Des Moines.

3. Annual O&M contributions shall be paid to the Treasurer. Forty percent of the annual amount shall be paid by April 30, another 40 percent by July 1, and the remaining 20 percent by October 15. The initial O&M Fund budget is described in Exhibit 14. For the initial 5 years of the project, the annual O&M budget shall be \$130,000. All funds remaining at the end of the year shall remain in the O&M Fund and shall be carried forward for use on O&M activities in future years.
 4. Ongoing O&M funding and Replacement and Improvement funding by the cities of the Basin Restoration Projects shall be deemed to be eligible for compliance with RCW Chapter 90.03.525, which requires jurisdictions to annually report on the use of STATE surface water fees. Funds for annual O&M activities and funds for the Replacement and Improvement costs for the Projects, at the discretion of the Cities, may be considered to be from STATE surface water fees paid to the Cities, and successful ongoing operation and annual maintenance of the Projects is considered to show valid and appropriate use of the STATE's surface water fees for roadway impacts.
 5. Funds will be paid to the Treasurer and will be deposited in the O&M Fund account, to be disbursed at the direction of the Committee.
- 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 percent by the Port, 41 percent by SeaTac and 18 percent by Des Moines.
 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.

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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 percent by SeaTac, 13 percent by Port, 15 percent by Des Moines and 5 percent 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.

F. Grants

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

VII. BILLING AND PAYMENT

A. Construction Costs

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

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

B. Operation and Maintenance Costs

1. The Treasurer shall bill SeaTac, Port and Des Moines 40 percent of their annual contribution to the Operation and Maintenance Fund by March 30 of each year. The Treasurer shall bill SeaTac, Port and Des Moines 40 percent of their contribution by June 1 of each year. The Treasurer shall bill SeaTac, Port and Des Moines the remaining 20 percent of their contribution by September 15 of each year.

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

C. Replacement and Improvement Costs

1. The Treasurer shall bill SeaTac, Port and Des Moines 50 percent of their annual contribution to the Replacement and Improvement Fund by May 1 of each year. The Treasurer shall bill SeaTac, Port and Des Moines the remaining 50 percent of their contribution by November 1 of each year.

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

D. Costs Associated with Amendment of the Previous Interlocal Agreement

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

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

VIII. DURATION, TERMINATION AND AMENDMENT

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

B. A Party may not end its participation in the Project and withdraw from this Agreement without the written consent of all other parties, and such consent shall not be unreasonably withheld. To end participation a Party shall provide 1-year notice and pay all unpaid funding amounts that have been committed through the duration of this Agreement.

Should a Party withdraw the remaining members shall decide whether to continue with the implementation of this Agreement or whether to renegotiate this Agreement.

- C. This Agreement may be amended, altered, clarified, or extended only by the written agreement of the Parties hereto. An equitable adjustment in cost or period of performance or both may be made if required by the change.
- D. This Agreement is not assignable by any Party, either in whole or in part.
- E. This Agreement is a complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties which shall be attached to the original Agreement.

IX. COUNTERPARTS

This Agreement may be executed in counterparts.

X. INDEMNIFICATION AND HOLD HARMLESS

The Parties agree to the following:

To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless any other Party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property which are connected with, or are attributable to any negligent acts or omissions of the indemnifying Party, its contractor, and/or employees, agents, and representatives in performing the Party's responsibilities and other work referred to in this Agreement; provided however, that if the provisions of RCW 4.24.115 apply to any work under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of two or more of the Parties or those Parties' contractors or employees, agents, or representatives, the indemnification applies only to the

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extent of the negligence of each Party, its contractor or employees, agents, or representatives. Each Party specifically assumes potential liability for actions brought by its own employees against the other Parties and for that purpose the indemnifying Party specifically waives, as respects the other Parties only, any immunity under the Worker's Compensation Act, RCW 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.

Des Moines Creek Restoration Projects interlocal Agreement

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

_____ day of _____, 20____.

Approved as to Form

City of Des Moines:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

City of SeaTac:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

Port of Seattle:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

Washington State
Department of Transportation:

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

King County:

By: _____
Title: _____

By: _____
Title: _____

Des Moines Creek Restoration Projects Interlocal Agreement

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ATTACHMENTS

- Attachment 1 – List of Previous Interlocal Agreements
- Attachment 2 - Reimbursement for Early Action
- Attachment 3 – Costs Associated with Amendments to Scope and Budget of the Interlocal Agreement for Final Design and Permitting
- Attachment 4 - Committee Staffing
- Attachment 5 – Anticipated Operation and Maintenance Contracts
- Attachment 6 - Regional Detention Facility Scope of Work and Budget
- Attachment 7 - Bypass Line Scope of Work and Budget
- Attachment 8 - Flow Augmentation Facility Scope of Work and Budget
- Attachment 9 - Fish Habitat Improvements Scope of Work and Budget
- Attachment 10 - Marine View Drive Culvert Replacement Scope of Work and Budget
- Attachment 11 - Design Change and Change Order Process
- Attachment 12- Rights of Way Map
- Attachment 13- Total Project Cost
- Attachment 14 – Initial O&M Fund Budget
- Attachment 15 – Initial Replacement and Improvement Fund Budget

**Des Moines Creek Basin Restoration Projects
Exhibit 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
Exhibit 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.

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

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

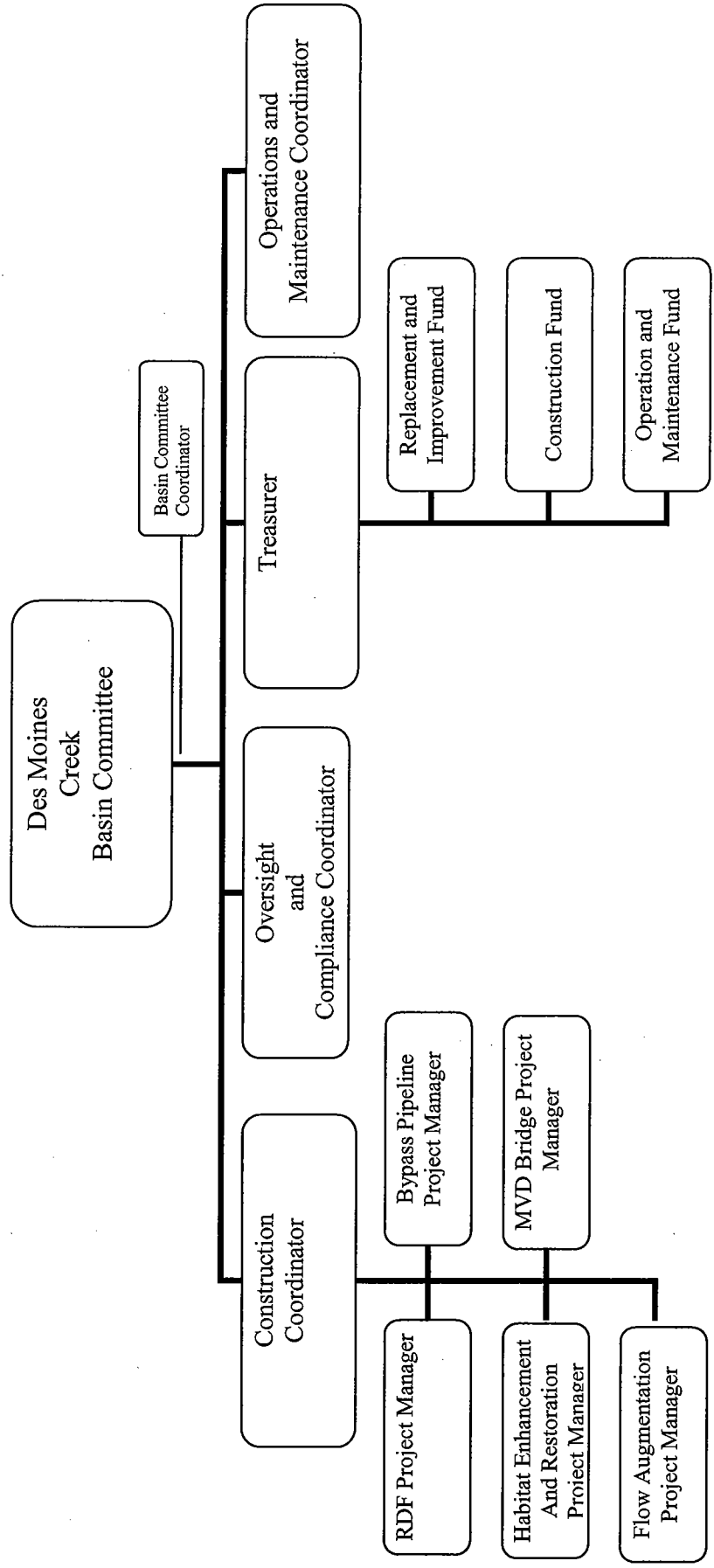
These expenditures were incurred, on prior approval by the Basin Committee, by King County to cover costs not anticipated by the Des Moines Creek Basin Plan Implementation Interlocal Agreement.

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.

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

**Des Moines Creek Basin Restoration Projects
Exhibit 4
Committee Staffing**



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

<u>Permit and Adaptive Management Monitoring</u>	King County
<u>Invasive Plant Control</u>	
– North of S. 200 th St.	Port of Seattle
– South of S. 200 th St.	King County
<u>Wetland Plant Maintenance</u>	
– North of S. 200 th St.	Port of Seattle
– South of S. 200 th 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 & Habitat Features</u>	
- initial structural features	King County
- plantings north of S. 200 th St.	Port of Seattle
- plantings south of S. 200 th 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
Exhibit 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 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

- 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
Total RDF Project Cost	\$8,382,670

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

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 Exhibit 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

TOTAL LOW FLOW AUGMENTATION COSTS	\$540,370
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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
Exhibit 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

TOTAL HABITAT ENHANCEMENT AND RESTORATION COSTS	\$938,848
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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 Exhibit 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.

Des Moines Creek Restoration Projects**Attachment 10****Page 2**

- 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

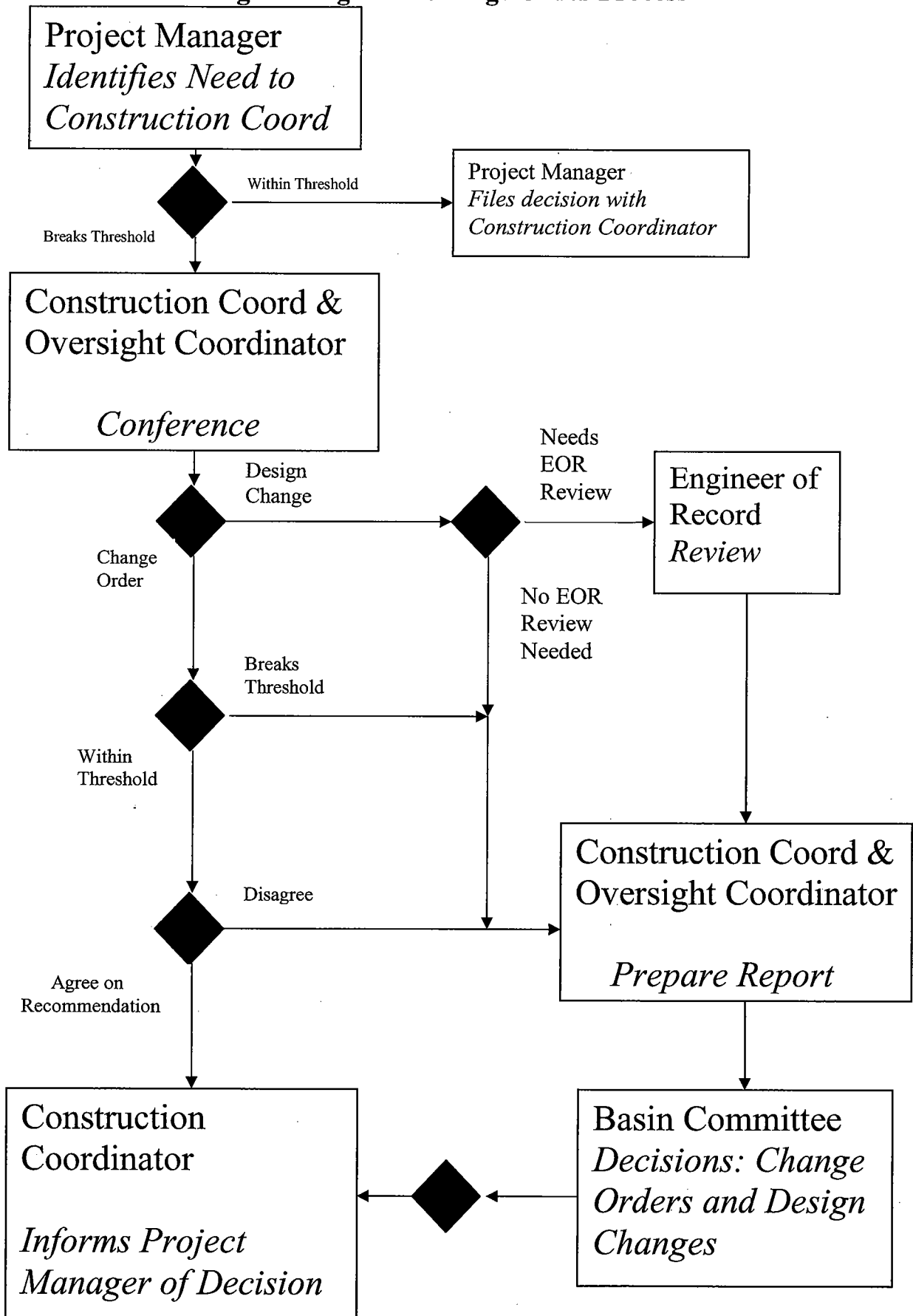
MVD Project Improvements	\$4,791,000
Contingency -20%	\$958,000
Contract Administration (Exc. Water Main) – 12%	\$534,000
City Administration –2.5%	\$120,000
Finalize Plans, Specifications, Bid Package	\$100,000
Total MVD Project Cost	\$6,503,000

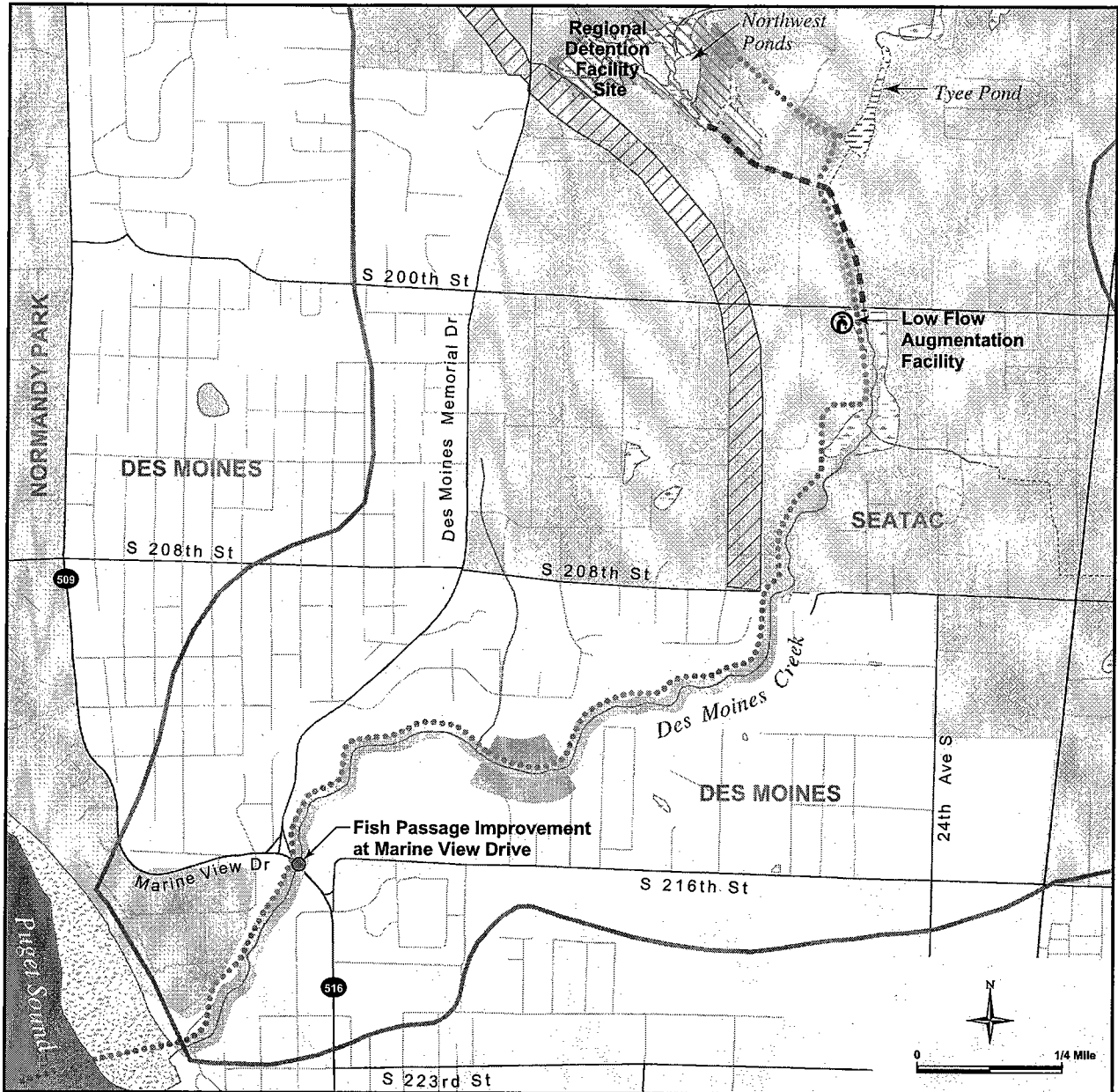
The construction cost estimate is based on the “permit ready” plans and subject to changes when 100% final plans are complete.

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

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

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
Exhibit 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 Replacement	\$5,484,000
Oversight and Compliance Coordinator	\$495,000
Construction Coordinator	\$300,000
ILA-4 Early Actions	\$96,395
Project Monitoring	\$330,000
Construction Fund Total	\$18,085,961

O&M Fund Annual Total*	\$3,879,080
Total Annual Charge	\$129,303

Replacement and Improvement Fund Total*	\$1,867,000
Total Annual Charge	\$62,333

* Total over 30 year project life

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Des Moines Creek Restoration Projects
 Exhibit 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.
Sub-Total			\$636,000	
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	
Operation and Maintenance Cost for 30 Years in 2003 Dollars			\$734,580	
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	
Sub-Total			\$612,500	
10% Contingency			\$77,000	
Monitoring Cost in 2003 Dollars			\$689,500	
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	
Staffing Costs			\$2,455,000	
Total Fund Budget			\$3,879,080	
Estimated Operation and Maintenance Fund Annual Cost			\$129,303	

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Des Moines Creek Restoration Projects
Exhibit 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	
	Dam side slope restoration	Three incidents	5,000	\$15,000.00	Soil erosion or gully formation	
	Embankment Backfill & Compaction to maintain designed elevation	Three incidents	10,000	\$30,000.00	Dam elevation may be changed due to settlement	
	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	
		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	Assumes existing pipeline no longer available	
Bank Stabilization for Pipe Protection			20,000	\$120,000.00	Protecting pipe from stream bank scouring	
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 Remove/modify diffuser		Four incidents One incident	2,500 50,000	\$10,000.00 \$50,000.00		
Stream	Replace Bed Control logs	LS	10	\$10,000.00		
	Replace Stream Bed Gravel		5,000	\$5,000.00		
	Logs 20 In. Diam by 25 ft long, Supply and Place		1,000	\$10,000.00		
	Sediment Management	Three incidents	5,000	\$15,000.00	Sediment buildup may need to be removed	
	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 Repair Bid Exclusion System	1	30,000 5,000	\$30,000.00 \$15,000.00		
Planting	Replant Native Vegetation	LS	5,000	\$50,000.00		
	Adaptive Management Implementation		100,000	\$100,000.00		
Approximate Total in 2003 Dollars:				\$1,867,000.00		

Estimated Total Annual Contribution

\$62,233.33

14908

Exhibit 16

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Des Moines Creek Basin Restoration ILA-IV Expenditure Projection (Five Years)						
Project Tasks	2004	2005	2006	2007	2008	TOTAL
ILA-IV Prep support	\$10,000					
Arsenic related monitoring	\$100,000	\$50,000				
Permitting support	\$10,000					
Pre-construction monitoring	\$30,000		\$10,000			
Construction monitoring	\$10,000	\$20,000	\$10,000	\$10,000		
Post-construction monitoring		\$15,000	\$30,000	\$15,000	\$30,000	
Stream gauging continued	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	
Groundwater monitoring (wetland)	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	
TESCP/SWPPP preparation	\$20,000					
Final plan production	\$15,000					
Bid-package support	\$15,000					
Contract document support	\$15,000					
Coordination w/agencies	\$20,000					
Construction survey & staking	\$25,000	\$50,000		\$10,000		
RDF-Ph-I Oversight	\$85,000					
RDF-Ph-II Oversight		\$150,000				
By-pass oversight		\$10,000				
Project management	\$10,000	\$20,000	\$10,000	\$10,000	\$5,000	
Habitat project design & permitting		\$60,000	\$50,000			
Water Rights Permit		\$10,000				
Low-flow augmentation design			\$50,000			
Habitat construction management				\$150,000		
Habitat project oversight				\$20,000		
Low-flow construction management				\$25,000		
Low-flow oversight				\$10,000		
Project closeout (As-builts)			\$50,000		\$25,000	
Reporting to permit agencies		\$5,000		\$5,000		
Annual O&M			\$25,000	\$25,000	\$25,000	
TOTAL	\$383,000	\$408,000	\$253,000	\$298,000	\$103,000	\$1,445,000