

**INTERLOCAL AGREEMENT FOR PHASE ONE REVIEW AND AUTHORIZATION FOR
THE PIERCE COUNTY WASTEWATER TREATMENT PLANT UPGRADE PROJECT BETWEEN THE
CITY OF UNIVERSITY PLACE
AND PIERCE COUNTY**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 29th day of AUGUST, 2012, by and between the City of University Place, a municipal corporation of the State of Washington, herein known as the "City," and Pierce County, a political subdivision of the State of Washington herein known as the "County" (collectively referred to herein as the "parties").

WHEREAS, the County through its Pierce County Public Works and Utilities – Sewer Utility Division owns and operates the Chambers Creek Regional Wastewater Treatment Plant, (herein "WWTP") which is located within the City; and

WHEREAS, in order to ensure that the WWTP continues to operate with sufficient capacity and in a manner which meets all regulatory requirements, the County has planned improvements to the WWTP which are planned to occur in phases over the course of thirty years, and of which the County is commencing the Phase One Project (herein "Phase One Project"); and

WHEREAS, the County completed an Environmental Impact Statement for the WWTP upgrade and expansion in 2009, and secured a Conditional Use Permit from the City in 2010, and now desires to proceed with construction of the Phase One Project; and

WHEREAS, because the WWTP is located in University Place, the City is the responsible agency for construction review and permit authorization, and through this Interlocal Agreement the City and County desire to collaborate in the construction review and authorization process in a manner that will ensure all requirements are addressed in the most efficient manner; and

WHEREAS, in implementing the Phase One Project, the County is utilizing the General Contractor Construction Manager (GCCM) method of project delivery which is significantly different from the traditional design, bid, build method of project delivery, as well as a design process which will have design throughout the construction process rather than be complete prior to construction; and

WHEREAS, the Phase One Project is the first GCCM project to occur within the City's regulatory jurisdiction; and

WHEREAS, it is essential to the success of the GCCM process that the General Contractor Construction Manager be able to schedule, reschedule and generally control the pace of design and construction, without delays associated with traditional review and permitting activities; and

WHEREAS, a highly flexible, non-traditional construction review and permit authorization approach is necessary for the success of the GCCM process, and such a process can only be achieved through a unique level of cooperation between the County and City, potentially involving services from many parts of the City's administration and, therefore, a traditional approach to the determination and payment for City review and authorization services, including the City's standard fee schedule, is also inconsistent with the GCCM process; and

WHEREAS, the County and City acknowledge that there is more than one valid approach to determining potential review and authorization costs for this unique project, and through substantial collaborative due diligence, including analysis of the costs under a traditional permitting approach, and taking into account the County's role in the design and construction review process for this unique project, the City and County have determined that the sum of \$2,250,000.00 (two million, two hundred fifty

thousand dollars) is the appropriate sum to compensate the City for all review and authorization costs of the Phase One Project; and

WHEREAS, the City and County recognize that it is impractical for all parties to track and verify every hour spent directly on eligible permit fee-related activities separately from other general activities that may not be fee eligible, and agree that pursuant to this Agreement, the City's standard permit fee schedule will not apply, and a single mutually agreed-upon fee is both prudent and efficient; and

WHEREAS, by authorizing this Agreement, the legislative bodies of the City and County have rendered a legislative determination that the fees are appropriately calculated; and

WHEREAS, Chapter 39.34 of the Revised Code of Washington allows local governments to enter into interlocal agreements to make most efficient use of their powers by enabling them to work with other local jurisdictions on a mutually advantageous basis.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the City of University Place and Pierce County agree to cooperate in the construction review and authorization of Phase One of the Chambers Creek Regional Wastewater Treatment Plant upgrade and expansion project as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. PURPOSE

This Agreement will allow the City's administration to provide the County with highly flexible and responsive services, including construction review and permit authorization that is especially suitable for the GCCM method of project delivery being utilized by the County for Phase One of the WWTP upgrade and expansion project. This will ensure that the City is able to fully and properly discharge its obligations as the jurisdictional authority. For purposes of this Agreement, the Phase One Chambers Creek Regional Wastewater Treatment Plant upgrade and expansion project (Phase One Project) shall be defined as the project described in the County's GCCM contract dated October 4, 2011, for the Phase One Project.

3. REVIEW PROCESS

The fundamental elements of the Phase One Project review and authorization process are as follows:

3.1 As construction plans are developed and modified in the course of the GCCM process, the County will provide written documentation to the City affirming that they meet all applicable City codes.

3.2 The entire Phase One Project consists of four design packages. The City will promptly issue applicable permits for each design package per the County's GCCM schedule. The County will provide the City with the required permit issuance date with each submittal of 100% design drawings, plans and specification (complete submittals), and will always provide the City with at least two work weeks to complete its review prior to required permit issuance date. To facilitate this timely review and issuance of permits and revisions, the County and City will conduct a series of weekly joint meetings to thoroughly review the plans and specifications of each design package. Per Section 5 of this Agreement, no additional fees will be assessed for these permits or revisions. All permits shall be issued by the City not later than the date required in the County's GCCM schedule, provided that permit issuance will not relieve the County of responsibility to provide any additional information or documentation required by the City.

3.3 As construction is completed in the course of the GCCM process, the County will provide written documentation to the City affirming that completed improvements are in accordance with the final plans, including any modifications, and meet all applicable City codes.

3.4 Inspections shall verify all ongoing work. All special inspection reports and final acceptance letters from the engineer of record and special inspector will be provided to the City.

3.5 As construction occurs in the course of the GCCM process, at the joint weekly meetings the County will provide a progress report to the City for work completed during the previous week, and work anticipated to occur in the following week for City review, inquiry, coordination, and issuance of additional or modified permits if necessary. Per Section 5 of this Agreement, no additional fees will be assessed for these permits or revisions.

3.6 As construction occurs in the course of the GCCM process, the City will conduct inspections as deemed necessary by the City.

3.7 When the Phase One Project is fully completed, the County will verify that it has provided the City with all plans, as-built plans, inspections, and special inspection reports for the completed portions to be retained in the City's records (permanent record copy).

3.8 In constructing the Phase One Project, the County will comply with the mitigation requirements and conditions in the Project Environmental Impact Statement and Conditional Use Permit (U.P. #CUP09-0001).

3.9 Because of the flexible nature of GCCM construction sequencing, the County shall have sole responsibility to ensure that potentially impacted City residents receive timely and appropriate notification of Phase One Project construction activities.

4. FLEXIBILITY OF PERMITTING PROCESS

Because the GCCM process allows great flexibility in the timing of design and construction, as well as in modification of designs and timelines, the designated City and County representatives for this Agreement are hereby expressly authorized to adjust the permitting process described in Section 3 above to the extent necessary to ensure that permitting and review are timely, efficient and consistent with the intent of this Agreement. Provided, that any material modification of this Agreement will require a written amendment approved by the City and County.

5. SINGLE CONSTRUCTION REVIEW AND PERMIT AUTHORIZATION FEE

The Phase One Project is the first use of the GCCM method by the County and the first GCCM project to occur within the City's regulatory jurisdiction. The County and City acknowledge that there is more than one valid approach to determining potential review and authorization costs for this unique project, and through substantial collaborative due diligence, including analysis of the costs under a traditional permitting approach utilizing the City's standard permit fee schedule, and taking into account the County's role in the design and construction review and inspection processes for this Phase One Project, the City and County have determined that the sum of \$2,250,000.00 (two million, two hundred fifty thousand dollars) is the appropriate sum to compensate the City for all review and authorization costs of the Phase One Project, to be paid in advance within thirty (30) days of full execution of this Agreement. This cost will not be subject to subsequent adjustment by increase or decrease in the project scope. The City and County recognize that it is impractical for all parties to track and verify every hour spent directly on eligible permit fee-related activities separately from other general activities that may not be fee eligible, and agree that a single mutually agreed-upon fee is both prudent and efficient.

6. CONSTRUCTION-RELATED ROADWAY IMPACT MITIGATION

The County will be responsible for managing construction traffic to keep it at acceptable levels of service throughout the duration of the Phase One Project. Prior to the beginning of construction of any design package, the County will submit to the City for review a traffic study to analyze the impacts of the construction traffic for that design package. This study shall be prepared by a licensed engineer in accordance with UPMC 13.20.130 (C). If it is demonstrated that the level of service of any transportation facility will drop below the acceptable level of service "D" as a result of the added construction traffic, the County will submit a mitigation plan for approval that identifies the improvements needed to restore the acceptable level of service. Any such improvements must be in place prior to construction. If at any time during construction, the level of service of any transportation facility drops below the acceptable level as a result of the construction traffic, the County shall, within seven calendar days, submit a mitigation plan for approval that identifies the improvements needed to restore the acceptable level of service. Any such improvements must be in place within seven calendar days of the receipt of approval by the City.

In addition, the County will be responsible for any damage to City right-of-way facilities resulting from the construction activities. The County will provide a benchmark assessment of the main roadways that will be impacted prior to the start of construction activities. These roadways are: Chambers Lane West from Bridgeport Way westerly to the intersection of Chambers Creek Road, continuing westerly to the intersection of Chambers Creek Road and Chambers Creek Road at the New Tacoma Cemetery, then southerly to the Chambers Creek Road to the Steilacoom Bridge.

Just prior to commencement of construction of the Phase One Project, the County will provide a benchmark report and thereafter quarterly updates during construction to address whether minor repairs are necessary for the continued use of these roads for both the public and construction related traffic. Should repairs be necessary during construction, the County will either make the required repairs or pay the City for repairs.

Upon completion of all Phase One Project construction activities, the County will provide a final report to the City on the overall condition of the aforementioned roadways and the County and City will determine a cost for the proportionate share of roadway damage caused by the Phase One Project construction activities and pay for or repair said damages prior to December 31, 2016. In the event the City and County cannot agree to the County's proportionate share of roadway damage caused by the construction activities, the parties agree to submit the matter to binding arbitration.

7. PHASE ONE PROJECT TRAFFIC MITIGATION

The Chambers Creek Regional Wastewater Treatment Plant Facilities Plan Final EIS (2009) identified the need for possible traffic mitigation as a result of the Phase One WWTP Expansion Project. Specific mitigation measures were not provided in the EIS, but deferred the mitigation to the appropriate stage of development. The number of new peak hour vehicle trips was estimated to be 36 (page 1-21 Alternative 3). These 36 new estimated PM peak hour trips are subject to a traffic impact fee of \$3,199 each. In accordance with UPMC 4.65, the County is electing to defer the payment of this impact fee to final occupancy of the Phase One Project. Prior to final occupancy, the County shall submit an updated Traffic Impact Analysis (TIA) for review and approval that specifically addresses the traffic impacts of the Phase One WWTP Expansion. This TIA shall be prepared in accordance with UPMC 13. 20.130. Should it be demonstrated that additional traffic mitigation measures would be needed, these measures would need to be in place prior to final occupancy. If the approved TIA identifies that the trip generation of the Phase One Project would vary from that indicated in the EIS, then the traffic impact fee assessment would be adjusted accordingly.

8. DESIGNATED CITY AND COUNTY REPRESENTATIVES

8.1 City Representative:

Stephen P. Sugg, City Manager
City of University Place
3715 Bridgeport Way West, Suite B
University Place, WA 98466-4456
Tel: (253) 460-2519
Fax: (253) 566-5658
Email: ssugg@cityofup.com

8.2 County Representative:

Tim Ramsaur, P.E.
Wastewater Utility Manager
Pierce County Public Works and Utilities
9850 64th Street West
University Place, WA 98467
Tel: (253) 798-4109
Fax: (253) 798-2570
Email: tramsau@co.pierce.wa.us

9. NO SEPARATE ENTITY CREATED

This Agreement does not create any separate legal or administrative entity. This Agreement shall be administered by the City Manager for the City and the Wastewater Utility Manager for the County. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.

10. MODIFICATION OF AGREEMENT

This Agreement may be amended at any time by written agreement of the City and County.

11. DISPUTE RESOLUTION

Unless otherwise specified, disputes regarding any matter contained herein shall be referred to the City Manager and the Wastewater Utility Manager for mediation and/or settlement. Any controversy or claim arising out of, or relating to this Agreement or the alleged breach thereof that cannot be resolved by the City Manager and the Wastewater Utility Manager, shall be submitted to arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW. The County will appoint one arbitrator and the City will appoint one arbitrator. The decision rendered by the arbitrators may be entered in Pierce County Superior Court. The cost of arbitrating the dispute will be borne equally by both parties. Nothing in this Agreement shall preclude the use of a mediator to resolve disputes should the parties agree to utilize the services of a mediator.

12. DURATION OF AGREEMENT AND TERMINATION

This Agreement shall continue until final completion of the Phase One WWTP upgrade and expansion project, and completion of all activities described in this Agreement. In the event that the County cancels the WWTP upgrade and expansion project after payment of the permitting fee but prior to commencement of any work by the City, the full amount of the permit fee will be refunded by the City. In the event that the County cancels the WWTP upgrade and expansion project after payment of the permitting fee and after commencement of work by the City, a prorated refund will be provided by the City.

13. HOLD HARMLESS AND INDEMNITY AGREEMENT

Each party (the Indemnitor) agrees to defend, indemnify and save harmless each other (the Indemnitees), their board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims for damages, penalties or other relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit or action involves concurrent negligence of the parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29th day of AUGUST, 2012.

PIERCE COUNTY

By 
Pat McCarthy
Pierce County Executive

CITY OF UNIVERSITY PLACE

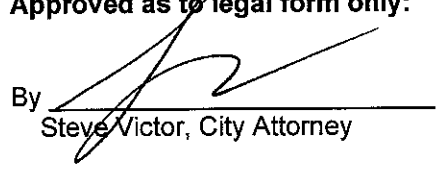
By 
Stephen P. Sugg
City Manager

Approved:

By 
Budget and Finance

By 
Department Director

Approved as to legal form only:

By 
Steve Victor, City Attorney

Approved as to legal form only:

By 
Deputy Prosecuting Attorney

1 Sponsored by: Councilmember Joyce McDonald
2 Requested by: Executive/Public Works and Utilities
3
4
5

6 **RESOLUTION NO. R2012-90**
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9 **A Resolution of the Pierce County Council Authorizing the Pierce County**
10 **Executive to Execute an Interlocal Agreement with the City of**
11 **University Place for Defining Terms, Conditions and Fees for**
12 **Review and Permitting of the Chambers Creek Regional**
13 **Wastewater Treatment Plant Upgrade and Expansion Project.**
14

15 **Whereas**, Pierce County (County) through its Public Works and Utilities – Sewer
16 Utility Division owns and operates the Chambers Creek Regional Wastewater
17 Treatment Plant (WWTP) which is located within the City of University Place (City); and
18

19 **Whereas**, in order to ensure that the WWTP continues to operate with sufficient
20 capacity and in a manner which meets all regulatory requirements, the County has
21 planned improvements to the WWTP which are to occur in phases over the course of
22 thirty years, and of which the County is commencing the Phase One Project (herein
23 "Project"); and
24

25 **Whereas**, the County completed an Environmental Impact Statement for the
26 WWTP upgrade and expansion in 2009, and secured a Conditional Use Permit from the
27 City in 2010, and now desires to proceed with construction of the Project; and
28

29 **Whereas**, in implementing the Project, the County is utilizing the General
30 Contractor Construction Manager (GCCM) method of project delivery which is
31 significantly different from the traditional design, bid, and build method of project
32 delivery, as well as a design process which will have design throughout the construction
33 process rather than be complete prior to construction; and
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35 **Whereas**, because the WWTP is located in University Place, the City is the
36 responsible agency for construction review and permit authorization, the City and
37 County desire to collaborate in the construction review and authorization process in a
38 manner that will ensure all requirements are addressed in the most efficient manner
39 without delays to the project associated with traditional review and permitting activities;
40 and
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4 **INTERLOCAL AGREEMENT FOR PHASE ONE REVIEW AND AUTHORIZATION FOR**
5 **THE PIERCE COUNTY WASTEWATER TREATMENT PLANT UPGRADE PROJECT BETWEEN THE**
6 **CITY OF UNIVERSITY PLACE**
7 **AND PIERCE COUNTY**

8 **THIS INTERLOCAL AGREEMENT** ("Agreement") made and entered into pursuant to the
9 Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the ____ day of
10 _____, 2012, by and between the City of University Place, a municipal corporation of the State of
11 Washington, herein known as the "City," and Pierce County, a political subdivision of the State of
12 Washington herein known as the "County" (collectively referred to herein as the "parties").

13 **WHEREAS**, the County through its Pierce County Public Works and Utilities – Sewer Utility
14 Division owns and operates the Chambers Creek Regional Wastewater Treatment Plant, (herein
15 "WWTP") which is located within the City; and

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17 a manner which meets all regulatory requirements, the County has planned improvements to the WWTP
18 which are planned to occur in phases over the course of thirty years, and of which the County is
19 commencing the Phase One Project (herein "Phase One Project"); and

20 **WHEREAS**, the County completed an Environmental Impact Statement for the WWTP upgrade
21 and expansion in 2009, and secured a Conditional Use Permit from the City in 2010, and now desires to
22 proceed with construction of the Phase One Project; and

23 **WHEREAS**, because the WWTP is located in University Place, the City is the responsible agency
24 for construction review and permit authorization, and through this Interlocal Agreement the City and
25 County desire to collaborate in the construction review and authorization process in a manner that will
26 ensure all requirements are addressed in the most efficient manner; and

27 **WHEREAS**, in implementing the Phase One Project, the County is utilizing the General
28 Contractor Construction Manager (GCCM) method of project delivery which is significantly different from
29 the traditional design, bid, build method of project delivery, as well as a design process which will have
30 design throughout the construction process rather than be complete prior to construction; and

31 **WHEREAS**, the Phase One Project is the first GCCM project to occur within the City's regulatory
32 jurisdiction; and

33 **WHEREAS**, it is essential to the success of the GCCM process that the General Contractor
34 Construction Manager be able to schedule, reschedule and generally control the pace of design and
35 construction, without delays associated with traditional review and permitting activities; and

36 **WHEREAS**, a highly flexible, non-traditional construction review and permit authorization
37 approach is necessary for the success of the GCCM process, and such a process can only be achieved
38 through a unique level of cooperation between the County and City, potentially involving services from
39 many parts of the City's administration and, therefore, a traditional approach to the determination and
40 payment for City review and authorization services, including the City's standard fee schedule, is also
41 inconsistent with the GCCM process; and

42 **WHEREAS**, the County and City acknowledge that there is more than one valid approach to
43 determining potential review and authorization costs for this unique project, and through substantial
44 collaborative due diligence, including analysis of the costs under a traditional permitting approach, and



1 relieve the County of responsibility to provide any additional information or documentation required by the
2 City.

3 3.3 As construction is completed in the course of the GCCM process, the County will provide
4 written documentation to the City affirming that completed improvements are in accordance with the final
5 plans, including any modifications, and meet all applicable City codes.

6 3.4 Inspections shall verify all ongoing work. All special inspection reports and final
7 acceptance letters from the engineer of record and special inspector will be provided to the City.

8 3.5 As construction occurs in the course of the GCCM process, at the joint weekly meetings
9 the County will provide a progress report to the City for work completed during the previous week, and
10 work anticipated to occur in the following week for City review, inquiry, coordination, and issuance of
11 additional or modified permits if necessary. Per Section 5 of this Agreement, no additional fees will be
12 assessed for these permits or revisions.

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14 inspections as deemed necessary by the City.

15 3.7 When the Phase One Project is fully completed, the County will verify that it has provided
16 the City with all plans, as-built plans, inspections, and special inspection reports for the completed
17 portions to be retained in the City's records (permanent record copy).

18 3.8 In constructing the Phase One Project, the County will comply with the mitigation
19 requirements and conditions in the Project Environmental Impact Statement and Conditional Use Permit
20 (U.P. #CUP09-0001).

21 3.9 Because of the flexible nature of GCCM construction sequencing, the County shall have
22 sole responsibility to ensure that potentially impacted City residents receive timely and appropriate
23 notification of Phase One Project construction activities.

24 4. FLEXIBILITY OF PERMITTING PROCESS

25 Because the GCCM process allows great flexibility in the timing of design and construction, as well as in
26 modification of designs and timelines, the designated City and County representatives for this Agreement
27 are hereby expressly authorized to adjust the permitting process described in Section 3 above to the
28 extent necessary to ensure that permitting and review are timely, efficient and consistent with the intent of
29 this Agreement. Provided, that any material modification of this Agreement will require a written
30 amendment approved by the City and County.

31 5. SINGLE CONSTRUCTION REVIEW AND PERMIT AUTHORIZATION FEE

32 The Phase One Project is the first use of the GCCM method by the County and the first GCCM project to
33 occur within the City's regulatory jurisdiction. The County and City acknowledge that there is more than
34 one valid approach to determining potential review and authorization costs for this unique project, and
35 through substantial collaborative due diligence, including analysis of the costs under a traditional
36 permitting approach utilizing the City's standard permit fee schedule, and taking into account the County's
37 role in the design and construction review and inspection processes for this Phase One Project, the City
38 and County have determined that the sum of \$2,250,000.00 (two million, two hundred fifty thousand
39 dollars) is the appropriate sum to compensate the City for all review and authorization costs of the Phase
40 One Project, to be paid in advance within thirty (30) days of full execution of this Agreement. This cost will
41 not be subject to subsequent adjustment by increase or decrease in the project scope. The City and
42 County recognize that it is impractical for all parties to track and verify every hour spent directly on eligible
43 permit fee-related activities separately from other general activities that may not be fee eligible, and agree
44 that a single mutually agreed-upon fee is both prudent and efficient.



1 **8. DESIGNATED CITY AND COUNTY REPRESENTATIVES**

2 8.1 City Representative:

3 Stephen P. Sugg, City Manager
4 City of University Place
5 3715 Bridgeport Way West, Suite B
6 University Place, WA 98466-4456
7 Tel: (253) 460-2519
8 Fax: (253) 566-5658
9 Email: ssugg@cityofup.com

10 8.2 County Representative:

11 Tim Ramsaur, P.E.
12 Wastewater Utility Manager
13 Pierce County Public Works and Utilities
14 9850 64th Street West
15 University Place, WA 98467
16 Tel: (253) 798-4109
17 Fax: (253) 798-2570
18 Email: tramsau@co.pierce.wa.us

19 **9. NO SEPARATE ENTITY CREATED**

20 This Agreement does not create any separate legal or administrative entity. This Agreement shall be
21 administered by the City Manager for the City and the Wastewater Utility Manager for the County. There
22 shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described
23 herein.
24

25 **10. MODIFICATION OF AGREEMENT**

26 This Agreement may be amended at any time by written agreement of the City and County.
27

28 **11. DISPUTE RESOLUTION**

29 Unless otherwise specified, disputes regarding any matter contained herein shall be referred to the City
30 Manager and the Wastewater Utility Manager for mediation and/or settlement. Any controversy or claim
31 arising out of, or relating to this Agreement or the alleged breach thereof that cannot be resolved by the
32 City Manager and the Wastewater Utility Manager, shall be submitted to arbitration in accordance with the
33 rules and procedures set forth in Chapter 7.04 RCW. The County will appoint one arbitrator and the City
34 will appoint one arbitrator. The decision rendered by the arbitrators may be entered in Pierce County
35 Superior Court. The cost of arbitrating the dispute will be borne equally by both parties. Nothing in this
36 Agreement shall preclude the use of a mediator to resolve disputes should the parties agree to utilize the
37 services of a mediator.
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June 21, 2017
U-115134

Mr. Gary Cooper
Public Works Director
City of University Place
3715 Bridgeport Way West
University Place, WA 98466

RE: Acknowledgment of Pierce County's performance of duties required by Sections 6 and 7 of the Interlocal Agreement for review and authorization of Phase 1 of the Chambers Creek Regional Wastewater Treatment Plant Expansion Project

Dear Mr. Cooper,

As you know, on August 29, 2012, University Place and Pierce County entered into the "Interlocal Agreement for Phase One Review and Authorization for the Pierce County Wastewater Treatment Plant Upgrade Project between the City of University Place and Pierce County" (Interlocal Agreement).

Section 6 of the Interlocal Agreement required the County, during construction, to monitor and perform minor repairs of certain University Place roads potentially affected by construction. And, at the end of construction, Section 6 requires that after the County submits a final report, the two municipalities will determine and the County pay for or repair the County's proportionate share of construction-caused damage.

Section 7 of the Interlocal Agreement required the County to mitigate any increased traffic impacts caused by expanding the Wastewater Treatment Plant (WWTP) by paying a traffic impact fee for each new peak hour vehicle trip. The 2009 Environmental Impact Statement originally identified the possible need to mitigate increased traffic impacts, and estimated the project could cause 36 new peak hour trips. Section 7 required the County to submit an updated Traffic Impact Analysis. Under Section 7, the County is to pay impact fees based on the number of new peak hour trips identified in that updated Analysis, as well as providing any other mitigation identified in that Analysis.



Section 7 - Traffic Impact Fees (TIF)

As required by Section 7, the County completed an updated *Project Transportation Impact Analysis* for the Project in March 2013. This study established new vehicle peak hour trips for the WWTP and both Chambers Creek Road West and Chambers Creek Road prior to introduction of heavy construction vehicle usage. This study included both a Traffic Impact Fee analysis and possible mitigation to the aforementioned City roads.

The 2013 study determined that the completed Phase 1 project would not be expected to generate the originally estimated 36 new evening peak hour trips, but would instead generate 54 *fewer* trips per day than prior to the expansion project completion. The Analysis attributed the reduction in peak hour trips to the offsite relocation of approximately 80% of the County's Sewer Division maintenance section to a new Sewer and Traffic Operations center located in the South Hill area of the County. Because Section 7 of the Interlocal Agreement requires payment of traffic impact fees only if the WWTP expansion caused *new* vehicle trips in the PM peak hours, Section 7 does not require the County to pay additional traffic impact fees for the decrease in peak hour trips identified by the updated Analysis.

Section 6 - Road repairs required by construction damage

The County has previously made minor repairs to the roads specified in Section 6 of the Interlocal Agreement. As required by Section 6, the County and the City have now jointly determined the County's proportionate share of construction-caused repairs to those specified roads. County staff met with you and City Engineer Jack Eklund on December 19, 2016, and conducted a site visit to the specified roads on February 15, 2017.

After that meeting and site visit, the City and County identified two road segments that suffered damage caused by the WWTP construction project: sections of right-of-way at the entries to the Tacoma Rifle and Revolver Club and 85th Avenue West on Chambers Creek Road West with drainage impacts, despite an earlier County remedial repair. The City and County representatives agreed that the County would complete the following work to satisfy the "Construction-Related Roadway Impact Mitigation" required by Section 6 of the 2012 Interlocal Agreement:

Chambers Creek Road

This road runs from the bridge abutment at the Chambers Creek Bridge northerly to the intersection of Chambers Creek Road West, and 64th Street West. This road provides direct access to the WWTP and was deemed to require a complete "chip seal" to mitigate impacts from the expansion Project.

Proposed mitigation work will consist of the application of Asphalt Rubber (AR) chip seal composed of a single application of AR, using PG 64-22 asphalt binder field blended with Crumb Rubber Modifier (CRM) and covered with pre-coated 3/8" - Number 4 aggregate. The AR binder will consist of a mixture of performance grade 64-22 asphalt, asphalt modifiers, and CRM. A fog seal will then be applied to the finished AR chip seal.

The work will/may require one-way alternating traffic during work hours and may require one-lane alternating traffic control with certified flaggers per the MUTCD. The County's Roads Division

will be responsible for all planning, permitting, and construction of the required mitigation and will coordinate the time and date of installation and completion with the City.

Chambers Creek Road West

The road runs from east and west from Bridgeport Drive to 64th Street West. The road was found to be in good condition with minor repairs undertaken over the course of the Project.

Upon the February 15th site review, the area of preferred mitigation was identified by the City: the entries to 85th Avenue West and the Tacoma Rifle and Revolver Club. Past repair work in this area by the County from the Chambers Creek Tunnel Project had left drainage impacts at both entry aprons within the established right-of-way and the City requested repair work be completed to address these impacts.

Work will include grinding the transitions along the two-way left turn lane on the east and west sides of the paving limits and pre-leveling driving surfaces to adjust the flow line eliminating ponding issues for both access aprons. The mitigation work encompasses a total area of 3,210 square feet.

The work will/may require one-way alternating traffic during work hours and may require one-lane alternating traffic control with certified flaggers per the MUTCD. The County's Roads Division will be responsible for all planning, permitting, and construction of the required mitigation and will coordinate the time and date of installation and completion with the City.

All proposed work for both roadway sections has been reviewed and coordinated with the City's Public Works Director, the County's Roads Division, and the Sewer Division Manager. The mitigation work is scheduled for completion prior to the end of calendar year 2017.

County's performance of duties required by Sections 6 and 7

By their signatures below, the City and the County make a binding agreement that

- completion of the two projects summarized above will be "the County's proportionate share of roadway damage caused by the construction activities";
- when the County completes the two repair projects summarized above, the County will have fully performed all of its duties and fully met all of its obligations under Section 6 of the 2012 Interlocal Agreement;
- no traffic impact fees are required, and the County has fully performed all of its duties and fully met all of its obligations under Section 7 of the 2012 Interlocal Agreement; and
- in combination with the County's prior mitigation efforts, including previous construction-related repairs, when the County completes the two repair projects summarized above, the County will also have fully met its roadway and traffic mitigation obligations under the 2009 "Chamber's Creek Regional Wastewater Treatment Plant Facilities Plan Final Environmental Impact Statement," the April 2012 benchmark report "Sewer Utilities Expansion Project; Haul Route Pavement Evaluation," and the March 2013 "Project Transportation Impact Analysis."

By their signatures below, the City and County also agree that the County will publicly record this letter with the Pierce County Auditor's Office, with a reference to the Auditor's Recording Number for the 2012 Interlocal Agreement (201209280804), which was also publicly recorded.

Sincerely,



Stefan Kamieniecki
Sewer Division Senior Planner
Planning and Public Works

SCK/tjs
Cors/U115134-SCK

Acknowledgement:



Dennis Hanberg
Director
Pierce County Planning and Public Works



Gary Cooper
Public Works Director
City of University Place

ec:

Pierce County:

Toby Rickman P.E., Deputy Director Public Works Division
Karl Imlig P.E., Sewer Division Manager
Kip Julin, Planning and Programming Manager
Dana Larsen, Sewer Division Senior Planner
Andrew Davis P.E., Roads Division
Bruce Wagner, Maintenance Manager 2

cc:

The City of University Place:

Jack Eklund P.E., City Engineer
Steve Victor, City Attorney
David Swindale, Director Planning and Development Services