

## **AGREEMENT FOR CEDAR RIVER SECTION 205 LEVEES ACCREDITATION**

### **Design, Construction, Permitting, and Project Management**

#### **River Mile 0 to 1.25, Right and Left Banks**

THIS AGREEMENT FOR THE DESIGN, PERMITTING, AND CONSTRUCTION OF LEVEE IMPROVEMENTS AND ALL OTHER WORK NEEDED FOR THE CERTIFICATION AND FEMA ACCREDITATION OF THE CEDAR RIVER SECTION 205 LEVEES ("Agreement"), River Mile 0 to 1.25, Right Bank and Left Bank ("Levee"), is entered into on the last date signed below by and between the CITY OF RENTON, a Washington municipal corporation ("City"), and KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington ("District") (collectively, the "Parties").

#### **RECITALS**

- A. The City of Renton, Washington, operates and maintains the Cedar River Section 205 levee system ("Levee"). King County, Washington, through the Water and Land Resources Division of the King County Department of Natural Resources and Parks ("WLRD"), as service provider to the District pursuant to an interlocal agreement with the District, collaborates with the City and provides funding and assistance in the operation and maintenance of the levee system.
- B. The City desires to improve the Levee to provide improved flood protection and structural stability in order to enable the Levee to be certified and accredited by FEMA. The improvements needed to the levee and the process needed for successful accreditation will hereafter be referred to as the "Project" or "Levee Project". This Agreement covers the design, permitting, construction, project management, preparation of submittals to FEMA (e.g. CLOMR, LOMR) and all documentation needed for FEMA accreditation, and Project closeout. This agreement also covers any mitigation and monitoring work that may be required by permitting agencies following the construction of the improvements. The Levee Project is planned for design, permitting and construction from 2019 through 2023.
- C. The City desires to improve the flood protection of the Levee to achieve a 100-year level of flood protection that meets certification and FEMA accreditation requirements. Additionally, the City desires to improve the structural stability of

the levee system by improving the embankment-to-floodwall transitions. The City desires to complete the following improvements:

1. Raise 80 LF of levee embankment by no less than 0.3 ft at RM 0.00 on the left bank.
2. Improve transition from levee embankment to-floodwall at RM 0.38 on the left bank.
3. Raise 430 LF of floodwall by 0 to 0.5 ft at RM 0.50 on the left bank.
4. Raise 450 LF of levee embankment by 0 to 0.65 ft at RM 0.58 on the left bank.
5. Construct an 80 LF retaining wall to provide a wider levee crest at RM 1.1 just downstream of Logan Ave S on the left bank.
6. Replace wall along Logan Ave S on the upstream side of the bridge at RM 1.12 on the left bank with a 1.2-ft height wall.
7. Replace wall along north side of the parking lot just upstream of Logan Ave S at RM 1.13, raising wall no less than 1.5-ft.
8. Regrade 70 LF of berm at RM 1.15 on the left bank to raise by 0.2-0.4 ft.
9. Improve transition from levee embankment to floodwall at RM 0.78 on the right bank.
10. Add a 0.5 ft high wall at the south end of the Memorial Stadium parking lot just downstream of Logan Ave S at RM 1.04 on the right bank.
11. Replace existing wall with berm or wall, raising by 0.8 to 2.2 ft, for 80 LF just upstream of Logan Ave S on the right bank at RM 1.1.
12. Any other improvements identified during the permitting or design process, or otherwise further required by FEMA for accreditation.

The desired improvements are shown in Exhibit A.

- D. The District desires to authorize and the City desires to construct the Project as soon as possible, in order to improve the safety of the residents and businesses that are protected by this levee and to obtain FEMA accreditation in a timely manner.
- E. By Resolution FCD 2018-09, adopted on November 5, 2018, the District determined that the flood control improvements included in the Resolution generally contribute to the objectives of the District's comprehensive plan of development. In that Resolution, the District also approved funding for the Project.

## AGREEMENT

Based upon the foregoing, the Parties agree as follows:

1. Incorporation of Recitals—Scope of Agreement.
  - a. All recitals above are hereby incorporated and ratified as part of this Agreement.
  - b. This Agreement establishes the terms and conditions for project initiation, design, permitting, project management, construction of the Levee improvements, certification of the Levee, and FEMA accreditation, as that term is defined in the recitals above.
2. Definition of District. Unless provided otherwise in this Agreement, the term “District” hereinafter also shall include WLRD in its capacity as service provider to the District.
3. Levee Design, Construction, and Reimbursement.
  - a. The City shall design, construct and install the improvements to the Levee Project described and depicted on Exhibit A, attached hereto and incorporated herein by reference on accordance with this Agreement. In this agreement, the term “Levee Project” or “Project” shall apply to both the Right Bank and the Left Bank improvements, along with any permitting work, potential mitigation and monitoring requirements, and all work required to obtain FEMA accreditation (e.g. ESA compliance, CLOMR, LOMR).
  - b. The Project Charter was approved by the District on September 10, 2018, and is provided as Exhibit B.
  - c. The City shall obtain and be responsible for all necessary local, state, and federal permits and approvals for the Levee Project, and shall fully comply with all applicable requirements and conditions thereof.
  - d. The project will take place on City property or right-of-way and does not require any special use permits, construction easements or property acquisitions.
  - e. The Parties acknowledge and understand that as of the effective date of this Agreement, all of the estimated cost of the design, permitting, project

management, construction and accreditation of this Levee Project is included in the District's 2019-2024 six-year CIP budget. The District reserves the right to terminate this Agreement, and the City shall immediately terminate work upon receipt of notice to terminate; provided, that until substantial completion of the Project, the District shall continue to accept and review City requests for reimbursement up to the amount of funds appropriated in an approved District budget or this Agreement.

- f. The City's cost and expense for the Levee Project improvements shall be reimbursed pursuant to the procedures, requirements and restrictions of the Reimbursement of City Expenditures paragraph below.
4. District Review of Levee Plans and LOMR Applications. Under District resolution FCD 2016-22, the District requires that any jurisdiction implementing a capital project shall comply with WLR's Project Management Manual. The jurisdiction shall submit a project charter for review and approval by the District's Executive Committee, and shall request prior approval from the District's Executive Committee for initiation of the 30% design phase, initiation of the 60% design phase, initiation of the 90% design phase, and approval of an outreach plan for any acquisition of property necessary for completion of the project. The City shall provide to the District a schedule of the material and significant events and actions for design and bidding of the Project, which events and actions shall include, but not be limited to selection of a preferred alternative (if applicable), 30% design and baselining, 60% design, 90% design, final design, request for bids, and permit applications. The City shall not proceed to the next milestone, until the District has reviewed interim products consistent with its Capital project review protocols, or with bidding of the Project until the District has reviewed the final design. At least twenty (20) days before advertising an invitation to bid, the City shall submit to the District, for review and comments, the plans, specifications, and request for bids. The City will work with the District to resolve design issues or differences in a timely manner. At least twenty (20) days before submitting as-built drawings and LOMR application to FEMA, the City shall submit to the District, for review and comments, the as-built drawings and LOMR package. The District shall submit any comments within thirty days of receipt of the documents.
5. District Inspections. The District shall have the right to inspect the City's construction of the Levee project.

6. Contracts for Levee Work. Upon execution of a contract for construction of the Levee Project, the City shall send a copy of the contract to the District.
7. Record Drawings, Retention and Review of Documents. The City shall submit to the District record drawings for the Project, in a form and with detail required by the District. The City agrees to maintain documentation of all planning, design, construction and inspection of the Project sufficient to meet state audit standards for a capital project, recognizing that the costs of the Project are paid for in whole or in part by the City and the District. The City agrees to maintain any additional documentation that is requested by the District. City contracts and internal documents shall be made available to the District for review and/or independent audit upon request.
8. District Costs and Expenses
  - a. The District's budgets for 2018, 2019 and 2020 include a total of \$5,000,000 for the Cedar Levee Improvement Project. The Project costs covered under this Agreement shall not exceed \$5,000,000 without amendment of the District's budget or approval of such amount in a future annual District budget.
9. Reimbursement of City Expenditures.
  - a. No more than once a quarter, the City shall submit requests for reimbursement of City costs and expenses incurred on or after December 1, 2018 for design, permitting, project management, and construction. The requests shall be in a form and shall contain information and data as required by the District. In connection with submittal of requests for reimbursement, the District may require the City to provide a status or progress report concerning submittal, preparation or completion of any document or work required by this Agreement.
  - b. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. The District shall endeavor to complete such review within thirty days of receipt of a request in order to determine whether they are reimbursable and payable under this Agreement. The District shall forward the approved reimbursement to the City within forty-five days of the City's request.
  - c. The District may postpone review of a City request for reimbursement where all or any part of the request is inaccurate or incomplete. The

District shall notify the City of any inaccuracies or incompleteness within thirty (30) days of receipt of the request. The City shall provide all additional information or data within thirty (30) days of the District's request for such additional information or data. If the request is still inaccurate or incomplete in the opinion of the District, the dispute shall be resolved in accordance with paragraph 17 below. After resolution of the dispute, the District shall provide reimbursement as provided in this paragraph 9.

- d. The District may postpone payment of any request for reimbursement, up to a maximum of five percent (5%) of the request, where the City is delinquent in submittal, preparation or completion of any document or work required by this Agreement
10. Compliance with Laws and Regulations. The City shall be responsible for compliance with all applicable laws and regulations, and for obtaining all required permits, approvals and licenses in connection with the Project.
11. Impact on Other Reaches or Segments. The District and the City agree that the improvements to the Levee under this Agreement shall not have a detrimental effect on other segments or reaches of the Cedar River levee system. The improvements to the Levee shall be deemed not to have such a detrimental effect where the improvements fully protect the conveyance capacity and storage volume of the floodplain during base flood (100-year flood) conditions
12. Duration—Effective Date. This Agreement shall take effect on the date on which the second party signs this Agreement, and shall remain in effect until FEMA accredits the Levee and until all mitigation and monitoring work, that may be required, is complete.
13. Third Parties. This Agreement and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity, or as a guarantee or warranty of protection from flooding or flood damage to any person, entity or property, and nothing contained herein shall be construed as waiving any immunity to liability to the City, the District or King County, granted under state statute, including Chapters 86.12 and 86.15 RCW, or as otherwise granted or provided for by law.
14. Liens and Encumbrances. The City acknowledges and agrees that it will not cause or allow any lien or encumbrance arising from or related to the Levee work

authorized by this Agreement to be placed upon the real property interests of King County and the District. If such lien or encumbrance is so placed, King County and the District shall have the right to remove such lien and charge back the costs of such removal to the City.

15. Indemnification. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless the District and King County, and all of their officials, employees, principals and agents, from any and all claims, demands, suits, actions, losses, costs, reasonable attorney fees and expenses, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of, or as a consequence of, the design and construction of the improvements to the Levee under this Agreement. As to all other obligations under this Agreement, to the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of or relating to any negligent acts, errors or omissions of the indemnifying Party and its contractors, agents, employees and representatives in performing these obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the District or its contractors, employees, agents, or representatives, and the City or its contractor or employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractor or employees, agents, or representatives. This indemnification provision shall not be construed as waiving any immunity granted to the City, the District, or King County, under state statute, including chapters 86.12 and 86.15 RCW, as to any other entity.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

16. Insurance. Each Party recognizes that the other is self-insured and accepts such coverage for liability arising under this Agreement. Should any Party choose not to self-insure, that Party shall maintain and keep in full force and effect a policy of general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence with an additional excess liability policy of not less

than Ten Million Dollars (\$10,000,000) and will provide the other Party with a certificate of insurance and additional insured endorsement that will name the other Party as an additional insured.

17. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:
  - a. For disputes involving cost reimbursements or payments, as provided for in paragraph 6 above, submittal of all relevant information and data to an independent Certified Public Accountant or a Construction Claims Consultant, if agreed upon by the Parties, for a non-binding opinion as to the responsibility.
  - b. If the foregoing does not result in resolution and for all other disputes, the Parties may mutually select any informal means of resolution and resort will otherwise be had to the Superior Court for King County, Washington.
  - c. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this paragraph 17.
18. Entire Agreement; Amendment. This Agreement, together with Exhibit A, represents a full recitation of the rights and responsibilities of the Parties and may be modified only in writing and upon the consent of both Parties. Should any conflict exist between the terms of this Agreement and the terms of the Exhibits, this Agreement shall control.
19. Binding Nature. The rights and duties contained in this Agreement shall inure to the benefit of and are binding upon the Parties and their respective successors in interest and assigns.
20. Notices, Communications and Documents. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by either Party (collectively, "notices") shall be in writing and shall be validly given or made to the other Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by electronic mail. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one business day after the deposit thereof with such delivery service. If such notice is

mailed as provided herein, such shall be deemed given three business days after the deposit thereof in the United States Mail. If such notice is sent by electronic mail, it shall be deemed given at the time of the sender's transmission of the electronic mail communication, unless the sender receives a response that the electronic mail message was undeliverable. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: Ronald Straka, Surface Water Utility Engineering Manager  
1055 S Grady Way, 5<sup>th</sup> Floor  
Renton, WA 98057  
Phone: (425)430-7205  
Email: RStraka@rentonwa.gov

To District: Michelle Clark, Executive Director  
516 Third Avenue, Room 1200, W-1200  
Seattle, WA 98104  
Phone: (206) 477-2985  
Email: Michelle.Clark@kingcounty.gov

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party.

21. Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective on the last date signed below.

**CITY OF RENTON**

**KING COUNTY FLOOD CONTROL  
ZONE DISTRICT**

By: \_\_\_\_\_  
Denis Law  
Its: Mayor

By: \_\_\_\_\_  
Reagan Dunn  
Its: Board Chair

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

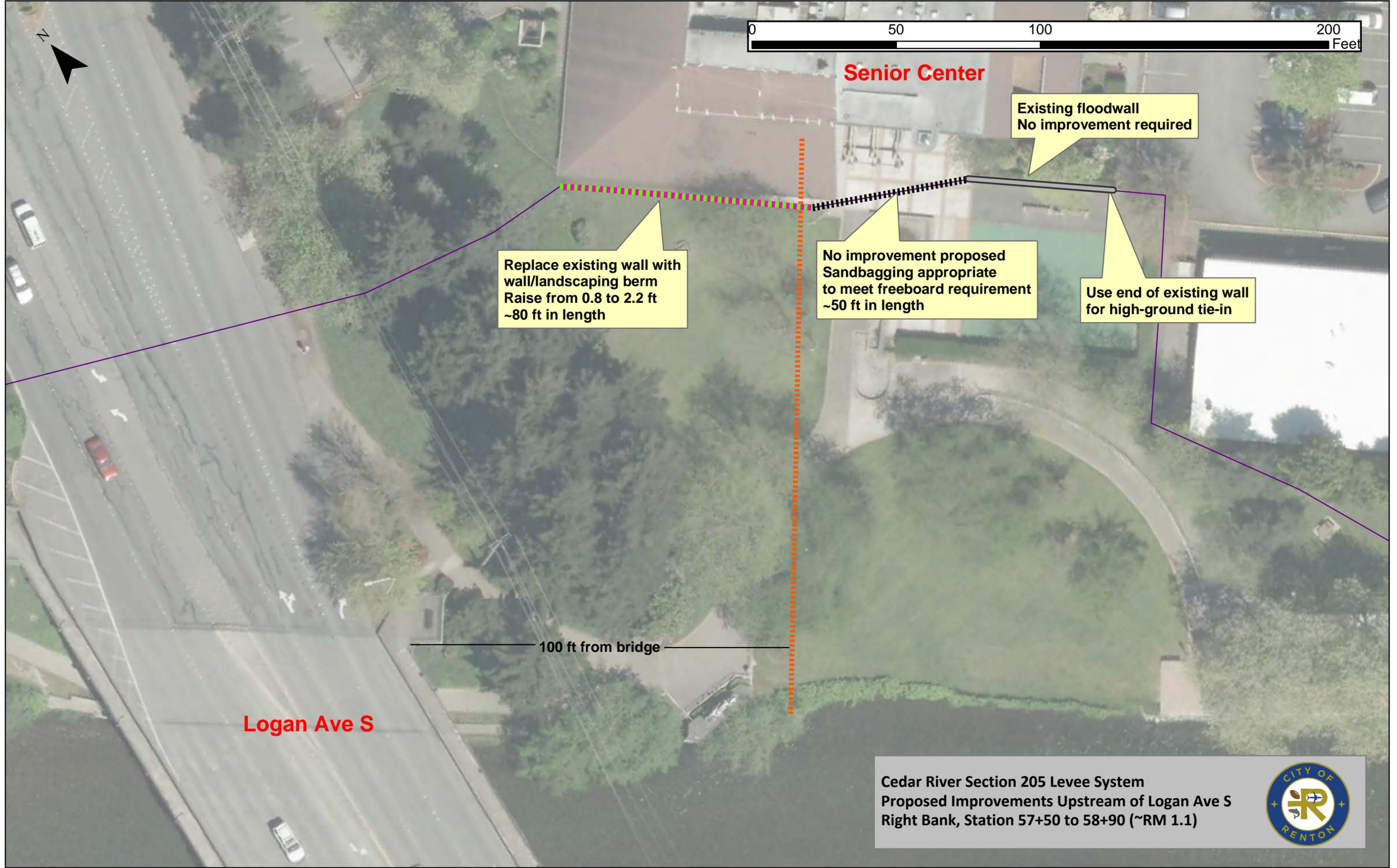
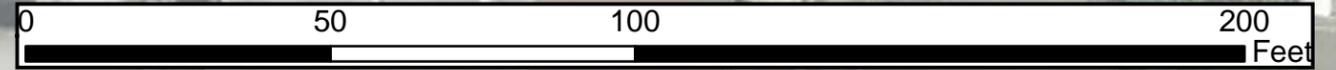
APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Legal Counsel

Attest

\_\_\_\_\_  
Jason A. Seth  
City Clerk



**Senior Center**

Existing floodwall  
No improvement required

Replace existing wall with  
wall/landscaping berm  
Raise from 0.8 to 2.2 ft  
~80 ft in length

No improvement proposed  
Sandbagging appropriate  
to meet freeboard requirement  
~50 ft in length

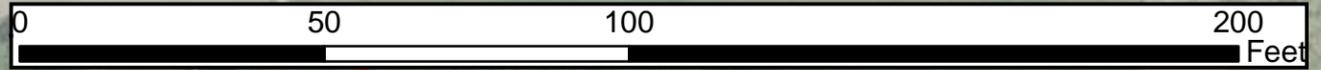
Use end of existing wall  
for high-ground tie-in

100 ft from bridge

**Logan Ave S**

Cedar River Section 205 Levee System  
Proposed Improvements Upstream of Logan Ave S  
Right Bank, Station 57+50 to 58+90 (~RM 1.1)





**Logan Ave S**

100 ft from bridge

100 ft from bridge

Retaining wall to allow for wider levee crest ~80 ft in length

Retaining wall does not extend to where crest is > 3 ft wide  
Access to river is still maintained

Wall along road  
At least 1.2 ft high  
~50 ft in length

Replace and raise existing wall by no less than 1.5 ft  
~60 ft in length

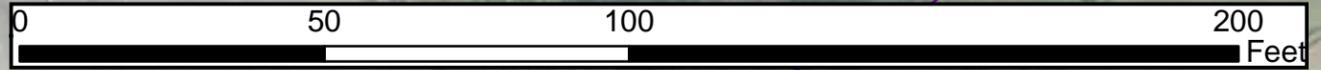
Sandbagging to close sidewalk

Regrade berm to raise crest by 0.2-0.4 ft  
~70 ft in length

60+00

Cedar River Section 205 Levee System  
Proposed Improvements at Logan Ave S  
Left Bank, Station 56+00 to 61+00 (~RM 1.1)





Use sandbags for closure of sidewalk  
Appropriate to use for freeboard requirement

Add wall at end of parking lot  
no less than 0.5 ft high  
~50 ft in length

55+00

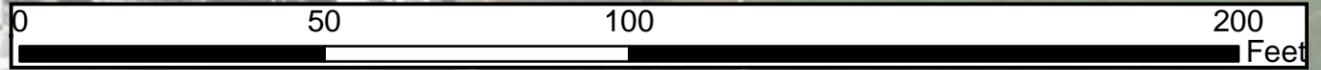
Logan Ave S

100 ft from bridge

55+00

Cedar River Section 205 Levee System  
Proposed Improvements Downstream of Logan Ave S  
Right Bank, Station 54+50 to 55+20 (~RM 1.0)





Improve transition from levee embankment to floodwall  
~30 ft in length

40+00

100 ft from bridge

100 ft from bridge

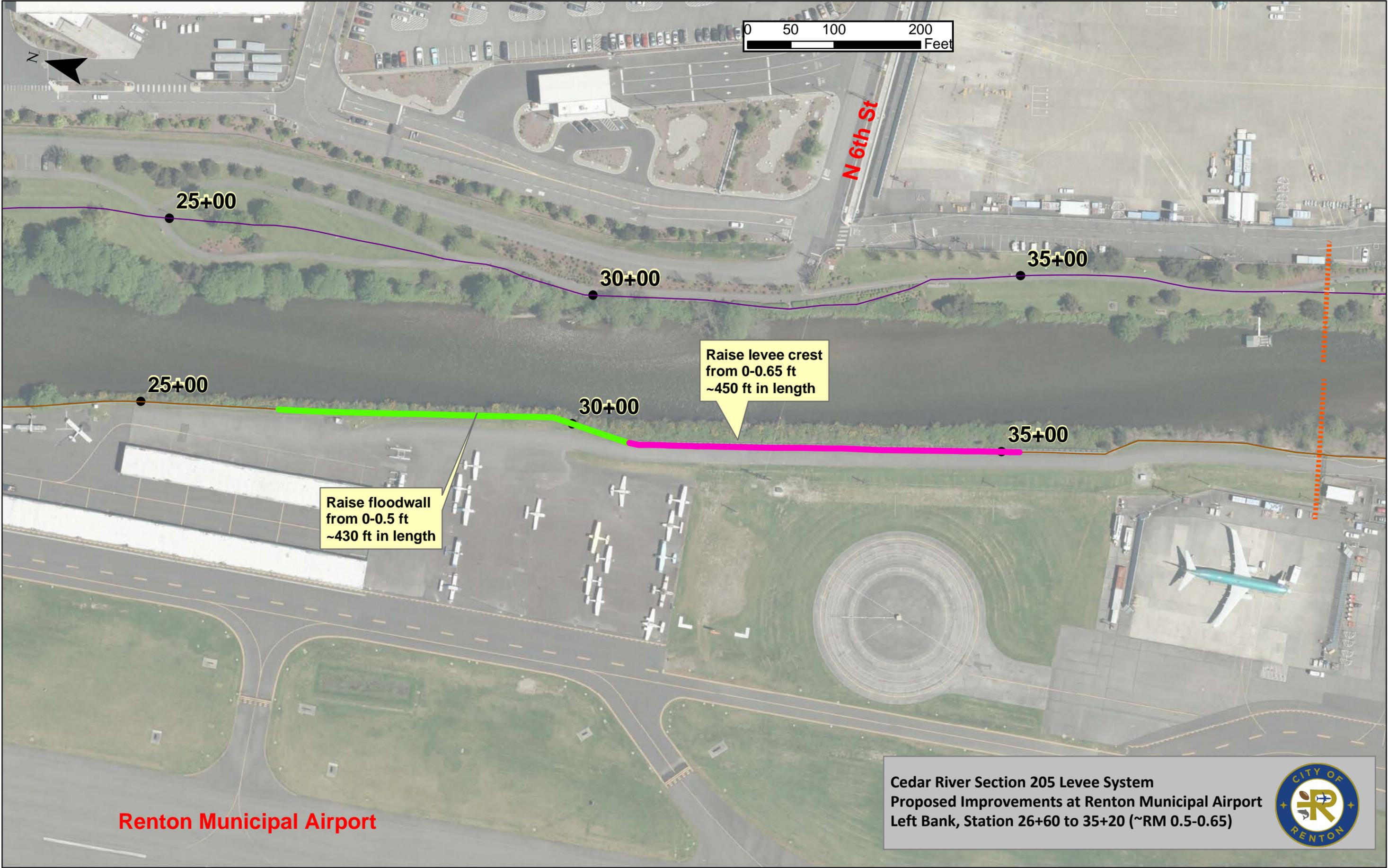
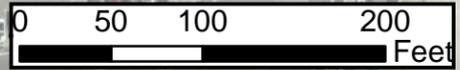
S Boeing Bridge

40+00

Cedar River Section 205 Levee System  
Proposed Improvements Upstream of S Boeing Bridge  
Right Bank, Station 40+60 (~RM 0.8)



W Perimeter Road



25+00

30+00

35+00

25+00

30+00

35+00

Raise levee crest  
from 0-0.65 ft  
~450 ft in length

Raise floodwall  
from 0-0.5 ft  
~430 ft in length

N 6th St

Renton Municipal Airport

Cedar River Section 205 Levee System  
Proposed Improvements at Renton Municipal Airport  
Left Bank, Station 26+60 to 35+20 (~RM 0.5-0.65)





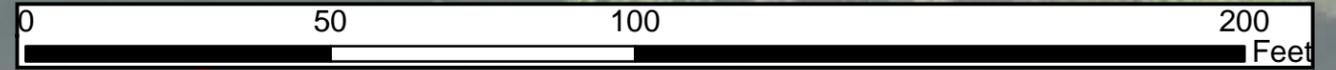
Improve transition  
from levee to floodwall  
~30 ft in length

20+00

**Renton Municipal Airport**

Cedar River Section 205 Levee System  
Proposed Improvements at Renton Municipal Airport  
Left Bank, Station 20+35 (~RM 0.4)





Regrade levee embankment to raise crest elevation by no less than 0.3 ft ~80 ft in length

0+00

100 ft from bridge

**Renton Municipal Airport**

Cedar River Section 205 Levee System  
Proposed Improvements at Renton Municipal Airport  
Left Bank, Station 0+00 (~RM 0.0)





**Gate 1: Project Authorization**

**Objective:** Formally authorize the project manager to proceed with a county capital project.

Project Identification	
<i>Include the official "Project Name" as stated in the budget submission. Include "Subproject Number" if appropriate. Identify "Project Sponsor/Client" as defined by Agency. "Project Manager" is a mandatory entry. "Project Team" and "Key Stakeholders" are optional entries if not identified at this point.</i>	
<b>Project Name</b>	Cedar River 205 Levees Certification
<b>Project Number</b>	27-3708
<b>Project Sponsor/ Client</b>	King County Flood Control District/City of Renton
<b>Project Manager</b>	Joseph Farah
<b>Project Supervisor</b>	Ronald Straka

Project Management Manual Scalability Determination	
<i>Most projects will conform fully with the general requirements established under WLRD's Project Management Manual. However, some projects (e.g. emergency projects or smaller repair projects) may be more effectively managed to meet the project goals when exempted from portions of the Manual. The Gate Committee has the authority to waive or modify Manual requirements. If applicable, authorized modifications to or waiving of Manual requirements and gate reviews are documented here.</i>	
1.	N/A

**Gate 1 Project Authorization**

I have reviewed and approved the attached Charter and authorize the project manager to proceed with the project.

Michele Clark  
FCD Executive Director

9/10/18  
Date

N/A  
Gate Approval Committee Chair

\_\_\_\_\_  
Date

cc:

Joseph Farah, Project Manager 8/28/2018  
Date  
Ronald J. Straka, Project Supervisor 8/28/2018  
Date

*This represents the Project Authorization date and when the Project Charter was formally accepted by Water & Land Resources Division Management in accordance with applicable Division-level procedures.*





<b>Project Charter</b>		Version 01	
<b>Project Name</b>	Cedar River 205 Levees Certification		
<b>Sponsor/Client</b>	City of Renton		
<b>Project Number</b>	27-3708	<b>Date</b>	8/28/2018
<b>Project Manager</b>	Joseph Farah	<b>Email</b>	jfarah@rentonwa.gov

**Charter Objective:** The objective of the charter is to document the information as it is known at the beginning of the project – not to get into the planning itself. A good charter creates a summary of the project. It's a very succinct way of sharing good, concrete information about the project with individuals who have questions about the project later. The project charter is a short, 3-4 page document that allows us to have that initial discussion, before launching into detailed planning. It is also a tool to make sure we've brought everyone together and have them on the same page regarding what the project needs to be. It's a very important step to deal with stakeholder expectations.

**INSTRUCTIONS:** *Be sure to display hidden blue instruction text under File tab/Options/Display/Hidden text. Delete this (unhidden) instruction text when form is complete.*

<b>Project Statement</b>	What is the project? Provide a brief sentence or two about what the project is.
	Certification of the Cedar River Section 205 Levees (along the lower 1.25 miles of the right bank and left bank) allows FEMA to accredit those levees as providing protection from the 100-year flood. In order to be accredited, improvements to the levees identified in the Cedar River Section 205 Levee System FEMA CLOMR submittal (Tetra Tech, 2018) need to be designed and constructed.
<b>Need/Justification</b>	Why is it important to achieve the project scope, to be doing this project now? What is expected to be achieved by executing the project? This is a high level business justification.
	It is important to certify the levees in a timely manner because the original certification, issued by the US Army Corps of Engineers, expired in 2013. The levees were granted provisionally accredited status by FEMA in 2016, with the expectation that the City will work towards final accreditation. By certifying the levees as providing a 100-year level of protection (with sufficient freeboard), and receiving accreditation from FEMA, the area protected by the levees would remain mapped outside of the 100-year floodplain, and exempt from certain floodplain management regulations and the mandatory purchase of flood insurance. The area protected by the levees includes the Renton Municipal Airport, the Boeing Commercial 737 Airplane Production Facility, the Renton Senior Center, the regional Cedar River Trail park and residential/commercial areas on both the left and right bank between River Mile (RM) 0 and 1.25. If these areas were to be classified as special flood hazard areas there would be significant economic and development impacts.
<b>Objectives/Deliverables</b>	What will be the outcome of the project? What does the world look like when the project is done (what does DONE look like)? State the objectives to be SMART (Specific [clear & explicit], Measurable, Attainable, Relevant [what is the benefit gained] and Time-bound [completion date]).
	<ol style="list-style-type: none"> <li>Complete final design in 2019 for the proposed levee improvements.</li> <li>Complete construction in 2020 or 2021. This includes the improvements needed to provide the required freeboard and structural stability for certification of the levees.</li> <li>Maintain the current mapping of the area protected by the levees as a moderate-risk area (Zone X) instead of a high-risk area (Zone A). Final certification and accreditation of the levee will be documented in a Letter of Map Revision by FEMA once the improvements are designed and constructed.</li> </ol>

<b>Stakeholders</b>	<p>A stakeholder is anyone who is involved, impacted, or perceives themselves as being impacted by a project. Who is the project sponsor? What other stakeholders have already been identified? We can do a more detailed stakeholder analysis later but this lets people begin to raise awareness of stakeholders.</p> <ol style="list-style-type: none"> <li>1. King County Flood Control District (Project sponsor).</li> <li>2. City of Renton (Public Works, Parks, Transportation, and Planning)</li> <li>3. Renton Municipal Airport</li> <li>4. Renton School District (Renton Memorial Stadium)</li> <li>5. Boeing</li> <li>6. Residents and businesses in the Cedar River Section 205 floodplain.</li> <li>7. US Army Corps of Engineers (USACE)</li> <li>8. Muckleshoot Indian Tribe</li> </ol>
<b>Project Team Role and Responsibilities</b>	<p>Who will be on the team? Are there some roles/responsibilities that need to be clarified now before the detailed planning begins? Are you clear on your responsibilities as the project manager?</p> <p>The project team below has been working towards certification of the levees since 2015 and will continue to work together in the design and construction phases.</p> <ol style="list-style-type: none"> <li>1. Joseph Farah – City of Renton Project Manager</li> <li>2. Ronald Straka – City of Renton Surface Water Utility Engineering Manager</li> <li>3. Tetra Tech consultant team</li> <li>4. Construction contractor</li> </ol> <p>The initial project phases included a needs assessment and an initial levee certification package. Tetra Tech will design the necessary improvements and the City and Flood Control District will review and approve the design. Construction will be performed by a contractor, and both the City and Tetra Tech will handle construction management responsibilities.</p> <p>The consultant team will include a biologist to help navigate the permit process and preparation of a biological opinion, which will likely be required for the levee improvements. The team may also include a public outreach specialist if outreach needs warrant it.</p> <p>The responsibilities of all team members have been clear and well-defined since the inception of the project.</p>
<b>High-Level Schedule</b>	<p>List month &amp; year for start and end of overall project and each phase of the project. May include key milestone dates if known.</p> <p>Phase 1 and Phase 2 (needs assessment and initial levee certification package) – Complete as of summer 2018.</p> <p>Phase 3 – Improvements Design – will begin once a funding agreement with King County Flood Control District is finalized, anticipated in Fall 2018, and includes both preliminary and final design. The design will be completed by December 2019. A permit from the US Army Corps of Engineers (USACE) may be required prior to beginning construction.</p> <p>Phase 4 – Improvements Construction and Final LOMR – expected to take place in 2020 or 2021, depending on the USACE permit approval process.</p>
<b>Initial Assumptions</b>	<p>What high-level assumptions have already been made about the project?</p> <ol style="list-style-type: none"> <li>1. The extent of the improvements required to meet the freeboard requirement is based on the initial CLOMR and levee certification package submitted to FEMA in April 2018. A preliminary design was included in this package.</li> <li>2. A funding agreement with King County Flood Control District will be executed in Fall 2018.</li> <li>3. A USACE Section 408 review will be required and will take approximately 6-8 months,</li> <li>4. A biological opinion (BiOp) will be required.</li> </ol>
<b>Risks</b>	<p>What are main high-level risks that have already been identified? This is all about uncertainty. What do you, or other people, think could go wrong on the project?</p> <p>The main uncertainty with this project is how long and extensive the review process by FEMA and the USACE may be, and the schedule delays that could cause. It is anticipated that this project will require a USACE Section 408 review. Otherwise the risks associated with this project are minimal.</p>

<p><b>Constraints/ Boundaries</b></p>	<p>Are there specific items that are NOT within the scope of the project? There's an infinite number of things not in the project, but remember, this document is about clarifying stakeholder expectations.</p> <p>The scope of this project consists of designing and constructing improvements needed to certify the Cedar River levees. It does not include improvements that would increase the level of protection the levees provide (beyond the 100-year flood). The necessary improvements have been identified in the levee certification package submitted to FEMA in April 2018. No other structural or landscape improvements are included in the scope of work.</p> <p>The boundaries of this project are Williams Ave South at the upstream end and Lake Washington at the downstream end.</p>
<p><b>Planning Level Cost Range</b></p>	<p>What is the expected project cost through the life of the project? Include contingencies and allied costs (design, permitting, staff labor) and where appropriate, estimated cash flow for the project. Present the project cost range to correspond with the initial schedule assumptions adjusted as appropriate to recognize the very preliminary nature of this cost estimate.</p> <p>The planning level cost estimate for the project is \$5,000,000. This includes design, construction, construction management, permitting, and potential mitigation requirements.</p> <p>Consultant Design Contract - \$450,000  Consultant Construction Management Contract - \$150,000  City Staff Project Management - \$200,000  Construction - \$3,000,000  Permitting - \$200,000  Mitigation - \$500,000  Contingency - \$500,000</p>
<p><b>Sustainability Development Programs</b></p>	<p>Discuss how this project will address the County directives related to environmental sustainability, such as: climate change; green building and sustainable development practices for capital projects (e.g., LEED Certification, or cost-effective sustainable practices); energy efficiency; conservation and cost savings; and any other related County directives in this area.</p> <p>Given that this project consists of improving and certifying a flood protection facility, it doesn't result in direct sustainability benefits, such as green infrastructure or energy efficiency. However, due to the improved flood protection provided as a result of improvements, the levees would be more resilient to potential climate change effects on flood water levels in the Cedar River.</p> <p>To the extent possible, construction of the improvements to the levees will integrate cost-effective sustainable practices such as reuse or recycling of materials, and using locally sourced products and plants. Site disturbance will be minimized and existing native vegetation will be preserved where possible, while erosion and sedimentation controls will be implemented to minimize construction impacts.</p>
<p><b>Equity and Social Justice (ESJ) Program</b></p>	<p>Discuss how this project will address the County directives related to Equity and Social Justice (ESJ) Ordinance 16948. The ordinance calls for a focus on both equity in the development and decision processes (process equity) and equity in the distribution of project benefits and burdens (distributional equity).  <a href="http://www.kingcounty.gov/exec/equity/vision.aspx">http://www.kingcounty.gov/exec/equity/vision.aspx</a></p> <p>This project will protect the Cedar River Trail which is frequented by residents of Renton and neighboring cities, the Boeing 737 plant and the Renton Municipal Airport which employ hundreds of people of diverse backgrounds and skillsets, and the residents of the City of Renton located in the area protected by the levees. This project thus benefits people with diverse economic, cultural and racial backgrounds, protects living wage jobs (by keeping business properties mapped outside of the floodplain), aids in maintaining housing affordability (by exempting residential properties from flood insurance), and protects parks and important transportation networks. As such, this project addresses many of the directives in the County's ESJ ordinance and results in equity outcomes targeted in the "Healthy Stream".</p>

<b>Project Approval Process</b>	Identify who evaluates and decides on project continuance at intermediate review milestones, as well as project success, and gives ultimate sign-off of project completion. Agencies may refer to other standard processes of project acceptance if used within that agency.	
	<p>Ultimately, FEMA is the agency that will accredit the levees and thus provide the final sign-off needed for the successful completion of the project.</p> <p>During the improvements design phase, the City will review and approve the design submittals at intermediate review milestones (30%, 60%, 90% and final design).</p> <p>The Flood Control District will approve the Charter, selection of the alternative (if applicable), and authorization to proceed to 30%, 60% and 90% design.</p> <p>During the improvements construction phase, the City, with the assistance of its consultant, will review and approve construction documents such as submittals, potential change orders, progress payments, and completion of the project.</p> <p>Following the design of the improvements, the USACE will review the design package and issue their approval to make improvements to a federally constructed and sponsored levee through the 408 modification process.</p>	
<b>Decision Making Process</b>	What will be the decision making process(es) for the project?	
	The decision making process will involve close cooperation between the City and Tetra Tech for project-related decisions. The King County Flood Control District will approve the milestones noted in the project approval process above.	
<b>Success Criteria</b>	What will be the criteria for judging the project successful?	
	<p>The criteria for judging project success are:</p> <ol style="list-style-type: none"> <li>1. Obtaining certification and FEMA accreditation of the levees.</li> <li>2. Completion of design and construction within the project budget and the funding agreement amount.</li> <li>3. Completion of the project within a reasonable schedule timeframe, and navigating the review process with minimal delays.</li> </ol>	
<b>Signatures</b>	<b>Optional</b> - List signatories and obtain their signatures memorializing they have read and agree with the Charter. Typically the core project team members sign. The client/sponsor by signing the Gate 1 authorization form, with the charter as an attachment, agrees to the charter.	
	Joseph Farah	Ronald Straka
		