

WSDOT
AND
TRIBE
INTERLOCAL

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of June, 1992³, between the State of Washington Department of Transportation, by virtue of RCW 47.28.140, hereinafter called the "State", and the Tulalip Tribes, 6700 Totem Beach Road, Marysville, Washington, 98270, hereinafter called the "Tribe".

WHEREAS, the Tribe is preparing the environmental impact statement, design report and the right-of-way plan for the 88th Street N.E. interchange on Interstate 5, and

WHEREAS, the Federal Government has appropriated funding under the demonstration project of the 1991 Appropriations Act and funds under the 1991 Intermodal Surface Transportation Efficiency Act, for the 88th Street N.E. Interchange, and

WHEREAS the State is coordinating the review and approvals by the State and FHWA to assure qualification by the Tribe for said appropriated funding, and

WHEREAS, the Tribe requested approval from the State and FHWA for the Tribe to administer the preparation of the PS & E for the 88th Street N.E. Interchange

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

I

The State and FHWA approve the Tribe's request to administer the preparation of the PS & E for the 88th Street N.E. Interchange. As a condition to this approval, the Tribe agrees to solicit for consultant proposals for the PS & E and agrees to comply with CFR-23 and CFR-48 and State Directive 27-50 for consultant selection process.

GC 95 84

The Tribe shall enter into an interlocal agreement with Snohomish County. This agreement shall engage the County's Property Management Division to perform R/W Appraisal, Acquisition and Relocation in accordance with Federal Aid regulations for the 88th Street N.E. Interchange and the Frontage Road R/W necessary to replace existing access of 35th Avenue N.E. at 88th Street N.E. east of Interstate 5. The Tribe shall reimburse Snohomish County for this work. The Tribe shall request reimbursement for the said costs through the State from FHWA. The County shall request assistance from the State Real Estate Services for the relocation portion of the R/W requirements. The limited access rights-of-way for the interchange shall extend to the 36th Avenue N.E. intersection with 88th Street N.E.

Snohomish County will acquire the necessary rights-of-way for the Quilceda Creek Bridge replacement project and shall request reimbursement through the State from FHWA for Federal Bridge Replacement Funding.

Partial payments may be made upon request of the Tribe to cover cost incurred, and are not to be more frequent than one (1) per month. These payments will be made within sixty (60) days of receipt of billing. It is agreed that payment of any partial claim will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Tribe, the Tribe agrees to refund such overpayment to the State.

During the progress of the study and for a period not less than three years from the date of final payment to the Tribe, the records and accounts pertaining to the study and accounting therefore, are to be kept available for inspection and audit by the State and/or Federal Government after date of final voucher submission at FHWA, and copies of all records, accounts, documents or other data pertaining to the project will be furnished upon request. The Tribe shall be responsible for all costs incurred which are not reimbursed to the State by the Federal Government.

The Tribe shall submit a final billing to the State within ninety (90) calendar days following completion of the work involved.

VII

The Tribe agrees not to commence work until receipt of notice to begin work in writing by the State, and that reimbursement will be limited to those costs incurred subsequent to the date of such notification.

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II

The State, through an assigned project engineer, will monitor and coordinate the preparation of the PS & E to assure compliance with State and FHWA design and construction standards. Any deviations from said standards shall require State and FHWA approval.

III

The Tribe will prepare PS & E for the following projects. Exhibit "A" Estimate of Cost sheet 1 through 6 of 6 sheets is attached hereto and by this reference made a part of this agreement. Funding sources for each project is outlined in Exhibit "A".

Schedule "A" - 88th St. N.E. - Interchange.

Schedule "B-1" - Quilceda Creek Bridge - Replacement (East of I-5) HES 35+00 to HES 43+00 (800 feet).

Schedule "B-2" - 88th St. N.E. (East of I-5) - HES 29+00 to HES 35+00 (600 feet) and HES 43+00 to HES 45+00 (200 feet).

Schedule "C" - 88th St. N.E. - Westerly from interchange to 27th Avenue N.E. (1800 feet).

The State shall review and approve the consultant selection process to be used by the tribe and shall review and approve the consultant selected and shall review and approve the contract between the tribe and the consultant selected. A pre-audit shall be made on the selected consultant prior to notice to proceed from the Tribe to the consultant. Compliance by the Tribe and the consultant with Title VI of the Civil Rights Act of 1964 as amended (49 CFR 21 through Appendix C and 23 CFR 710.405(b)) is mandatory to be eligible for federal funding.

VIII

Any changes to this agreement shall require a supplemental agreement to be executed by the State and the Tribe. Reimbursements for changes shall only be eligible subsequent to the execution date of the supplemental agreement. The State may terminate this agreement with a sixty (60) day written notification to the other party to this agreement.

IX


No liability shall attach to the State or Tribe by reason of entering into this agreement except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

_____, 19____

ATTEST:


THE TULALIP TRIBES OF WASHINGTON


STANLEY G. JONES SR.
CHAIRMAN

CERTIFYING ATTORNEY

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM


STATE DESIGN ENGINEER

APR 22, 1993

BY: 

EXHIBIT "A"
ESTIMATE OF COST

Schedule "A" - 88th Street N.E. Interchange

Estimated Contract Cost	\$3,500,552
Mobilization (5%)	\$175,028
Washington State Sales Tax (8.1%)	\$297,722
Construction Engineering (15%)	<u>\$595,995</u>
Total Estimated Construction Cost	\$4,569,297

Estimated R/W Cost	\$1,500,000
PS & E Engineering (Consultant) (6.5% of Construction Cost)	\$300,000
Administration PS & E Preparation (Tulalip Tribes) (0.43% of Construction Cost)	\$20,000
Advertisement, Bid Opening and Award (WSDOT) (0.43% of Construction Cost)	\$20,000
Total Estimated Cost	<u>\$6,409,297</u>

Participation Break-Out

PS & E Preparation

Total Estimated Cost	\$340,000
FHWA Participation - 80%	\$272,000
Tulalip Tribes Participation - 20%	\$68,000

R/W Appraisal, Acquisition and Relocation

Total Estimated Cost	\$1,500,000
FHWA Participation - 80%	\$1,200,000
Tulalip Tribes Participation - 20%	\$300,000

Construction and Administration
(WSDOT)

Total Estimated Cost	\$4,569,297
FHWA	\$3,055,600
WSDOT	\$1,000,000
Tulalip Tribes	\$313,697
TIB (via Snohomish County)	\$200,000

Demonstration Funds

\$2,720,000

These funds available during the six year life of ISTEA but not limited by maximum allocation per year.

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ISTEA

Fiscal Year 1992	8.0% Allocation (\$152,000)	\$147,000
Fiscal Year 1993	18.4% Allocation (\$349,600)	\$332,120
Fiscal Year 1994	18.4% Allocation (\$349,600)	\$332,120
Fiscal Year 1995	18.4% Allocation (\$349,600)	\$332,120
Fiscal Year 1996	18.4% Allocation (\$349,600)	\$332,120
Fiscal Year 1996*	18.4% Allocation (\$349,600)	\$332,120
Fiscal Year 1997*	18.4% Allocation (\$349,600)	\$332,120
	100.0% (\$1,900,000)	\$1,807,600

*Advanced construction interstate will have to be approved for fiscal year 1996 and 1997.

Estimated Expenditures of ISTEA and Demonstration Funding

<u>ISTEA</u> October 1992 to March 1994		
\$147,000	+	\$332,120
(1992)		(1993)
	+	\$332,120
		(1994)
	=	\$811,240

<u>Demonstration</u> October 1991 to March 1994	\$660,760
Total	<u>\$1,472,000</u>

PS & E (Consultant) + Adm. (Tulalip Tribes) Ad, Bid & Award AWD + R/W				
\$300,000	+	\$20,000	+	\$20,000
			+	\$1,500,000
	=			\$1,840,000

80% x \$1,840,000 = \$1,472,000

<u>ISTEA</u> March 1994 to April 1996		
\$332,120	+	\$332,120
(1995)		(1996)
	=	\$664,240

<u>Demonstration</u> March 1994 to April 1996	\$2,059,240
\$2,720,000 - \$660,760 =	

<u>ISTEA - Advanced Construction</u>		
Fiscal Year 1997	=	\$332,120
Allocation Balance	=	\$92,400
From Budget Constraints		
<u>Total Advanced Construction</u>		<u>\$424,520</u>

The work covered by this agreement consists of the "PS&E Preparation" and "R/W Appraisal, Acquisition and Relocation" for work on the 88th Street N.E. Interchange only. The maximum amount payable, as shown on Exhibit "A", schedule "A" shall be \$272,000 for the PS&E work and \$1,200,000 for R/W Appraisal, Acquisition and Relocation. In the event unforeseen conditions require an increase in costs from that shown here and on Exhibit "A", this agreement will be modified by supplement AGREEMENT covering said increase.

IV

The 1991 ISTEPA funding is spread over a six year period as shown in EXHIBIT "A". The current schedule of PS & E preparation and construction will be completed by April 1996. It is anticipated a portion of the yearly allocation will be retained by Federal budgets constraints. It is estimated \$424,520 will have to be approved for advance construction by FHWA and the Tribe will have to provide this funding until the funds become available in the Federal Fiscal Year of 1997. Federal reimbursement is limited to the federal share of the costs allowable under the cost principles in 48 CFR Part 31 (Federal Acquisition Regulations). The Tribe shall be responsible for cited or ineligible costs.

V

The State will advertise, open bids, and award the contract for the 88th Street N.E. Interchange on Interstate 5. EXHIBIT "A" estimates this cost to be \$20,000 which shall be borne by the State. A supplement to this agreement will be executed by the Tribe and the State to cover the administration of the interchange contract by the State.

VI

The Tribe agrees to accumulate this cost in accordance with a work order procedure prescribed by the Bureau of Indian Affairs.

The work covered by this agreement consists of the "PS&E Preparation" and "R/W Appraisal, Acquisition and Relocation" for work on the 88th Street N.E. Interchange only. The maximum amount payable, as shown on Exhibit "A", schedule "A" shall be \$272,000.00 for the PS&E work and \$1,200,000.00 for R/W Appraisal, Acquisition and relocation. In the event unforeseen conditions require an increase in costs from that shown here and on Exhibit "A", this agreement will be modified by supplement AGREEMENT covering said increase.

EXHIBIT "A"
ESTIMATE OF COST

Schedule "B-1" Quilceda Creek Bridge Replacement Project

88th Street N.E. (East of I-5) HES 35+00 to HES 43+00 800 Feet

Estimated Contract Cost	\$2,000,000
Mobilization (5%)	\$100,000
Washington State Sales Tax (8.1%)	\$162,000
Construction Engineering (15%)	<u>\$339,300</u>
Total Estimated Construction Cost	\$2,601,300
 R/W Appraisal, Acquisition and Relocation	 \$1,000,000
PS & E (Consultant)	\$120,000
(4.61% Construction Cost)	
PS & E Administration (Tulalip Tribes)	\$20,000
(0.76% Construction Cost)	
Total Project Cost	<u>\$3,741,300</u>
 FHWA Participation - 80% =	 \$2,993,040
(Federal Bridge Replacement Funding)	
*Snohomish County - 20% =	\$748,260

*Snohomish County to reimburse Tulalip Tribes for PS & E Preparation and R/W Costs via interlocal agreement. Snohomish County to administer construction project.

Schedule "B-2"- 88th Street N.E. HES 29+00 to HES 35+00 (600 Feet) and HES 43+00 to HES 45+00 (200 Feet)

Estimated Contract Cost	\$800,000
Mobilization (10%)	\$80,000
Washington State Sales Tax (8.1%)	\$71,280
Construction Engineering (15%)	<u>\$142,692</u>
Total Estimated Construction Cost	\$1,093,972
 R/W Appraisal, Acquisition & Relocation	 \$800,000
PS & E (Consultant)	\$80,000
(7.31% Construction Cost)	
Administration (Tulalip Tribes)	\$5,000
(0.45% Construction Cost)	
Total Estimated Project Cost	<u>\$1,978,972</u>

Snohomish County has TIA participation secured with Snohomish County matching funds.

GC 9584

T.30N. R.5E. W.M.

2010 P.M./A.M. PEAK HOUR TRAFFIC
FULL DIAMOND INTERCHANGE
EAST & WEST ACCESS

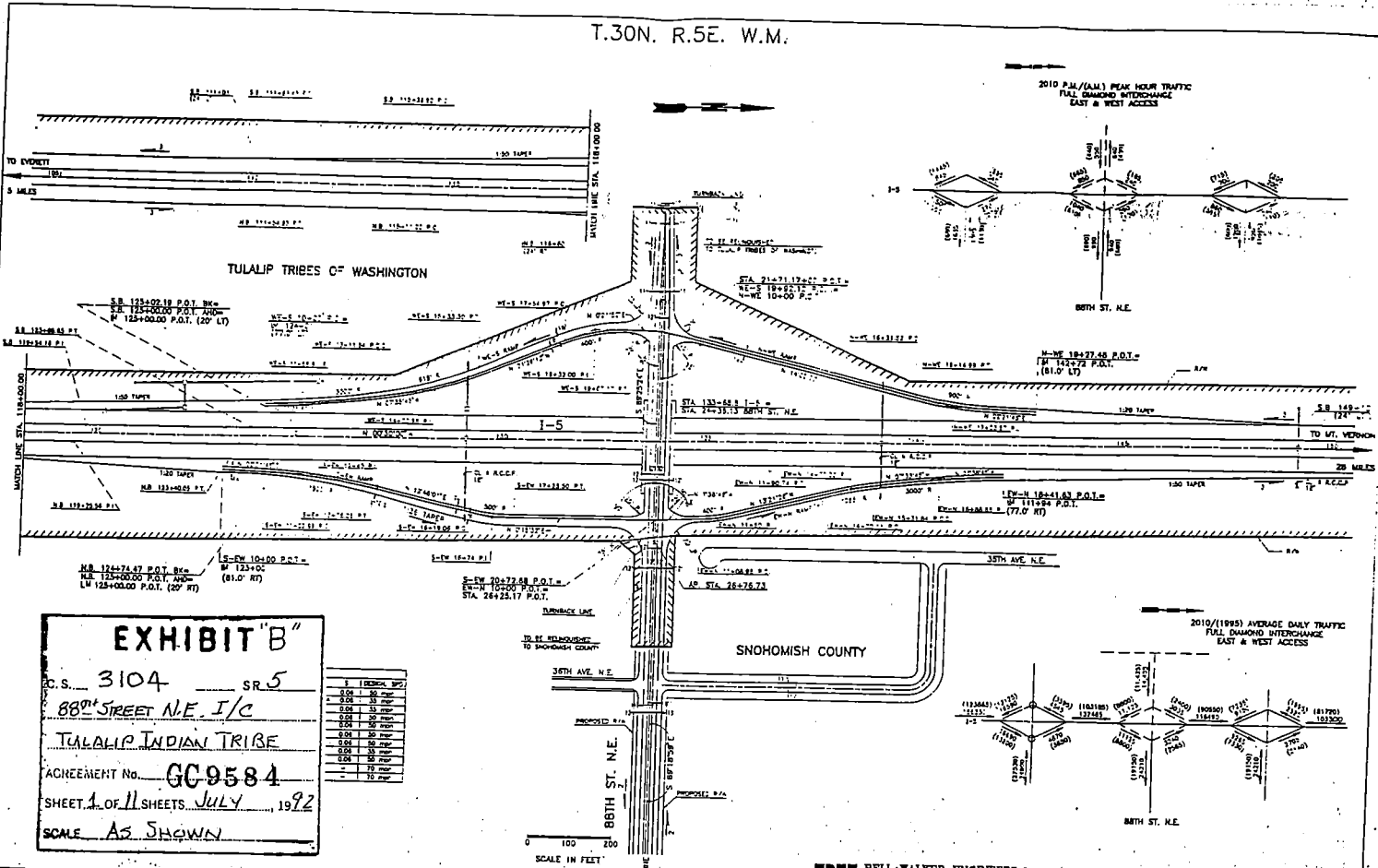


EXHIBIT "B"
 C.S. 3104 SR 5
 88th STREET N.E. I/C
 TULALIP INDIAN TRIBE
 AGREEMENT No. GC9584
 SHEET 1 OF 11 SHEETS JULY 1992
 SCALE AS SHOWN

NO.	DESCRIPTION	DATE
1	GENERAL	07/92
2	REVISED	07/92
3	REVISED	07/92
4	REVISED	07/92
5	REVISED	07/92
6	REVISED	07/92
7	REVISED	07/92
8	REVISED	07/92
9	REVISED	07/92
10	REVISED	07/92
11	REVISED	07/92
12	REVISED	07/92
13	REVISED	07/92
14	REVISED	07/92
15	REVISED	07/92
16	REVISED	07/92
17	REVISED	07/92
18	REVISED	07/92
19	REVISED	07/92
20	REVISED	07/92

DESIGNED BY	CHECKED BY	DATE
D.J. ALMOND	JACOB GUNTHARA	
	S.E. MARSHALL	
	T. HAUSTRA	
	R.D. ANDERSON	

NO.	STATE	FED. AID PROJ. NO.
10	WASH	

HIGHWAY DIVISION

BELL-WALKER ENGINEERS Inc.
 Bellevue, Washington • Boise, Idaho

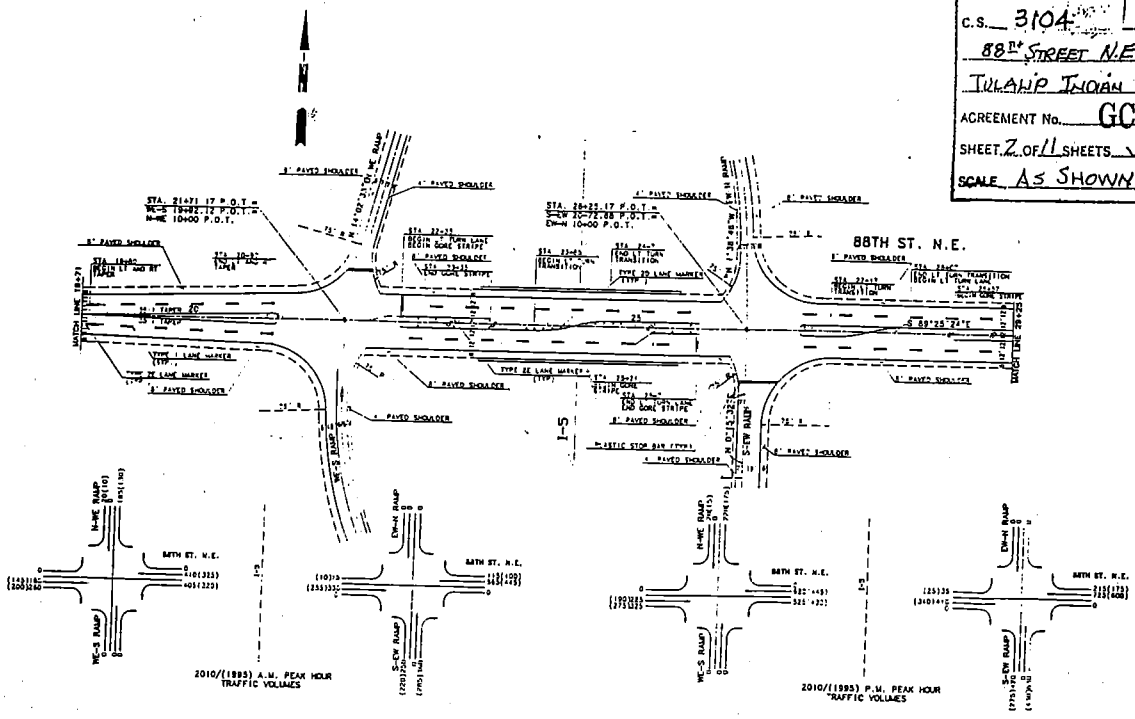
Washington State
 Department of Transportation

I-5/88TH ST. N.E. I/C

1

T.30N. R.5E. W.M.

EXHIBIT B
 C.S. 3104 SR 5
 88th STREET N.E. 7/8
 TULALIP INDIAN TRIBE
 AGREEMENT No. GC 9584
 SHEET 2 OF 11 SHEETS JULY, 1972
 SCALE AS SHOWN



0 50 100
 SCALE IN FEET

DESIGNED BY	D.K. ALMOND	NO.	STATE	FED. AID PROJ. NO.
CHECKED BY	JACOB KLUTZMAN	10	WA	
PROJECT ENG.	E.E. MARSHALL			
PROJ. ENGR.	T. HANSEN			
DIR. ADM.	E.O. ANDERSON			
DATE		REVISION		

HIGHWAY DIVISION

BELL-WALKER ENGINEERS Inc.
 Pullman, Washington Pullman, Idaho

Washington State
 Department of Transportation

I-5/88TH ST. N.E.; I/C

CHANNELIZATION PLAN FOR I-5/88TH ST. N.E.

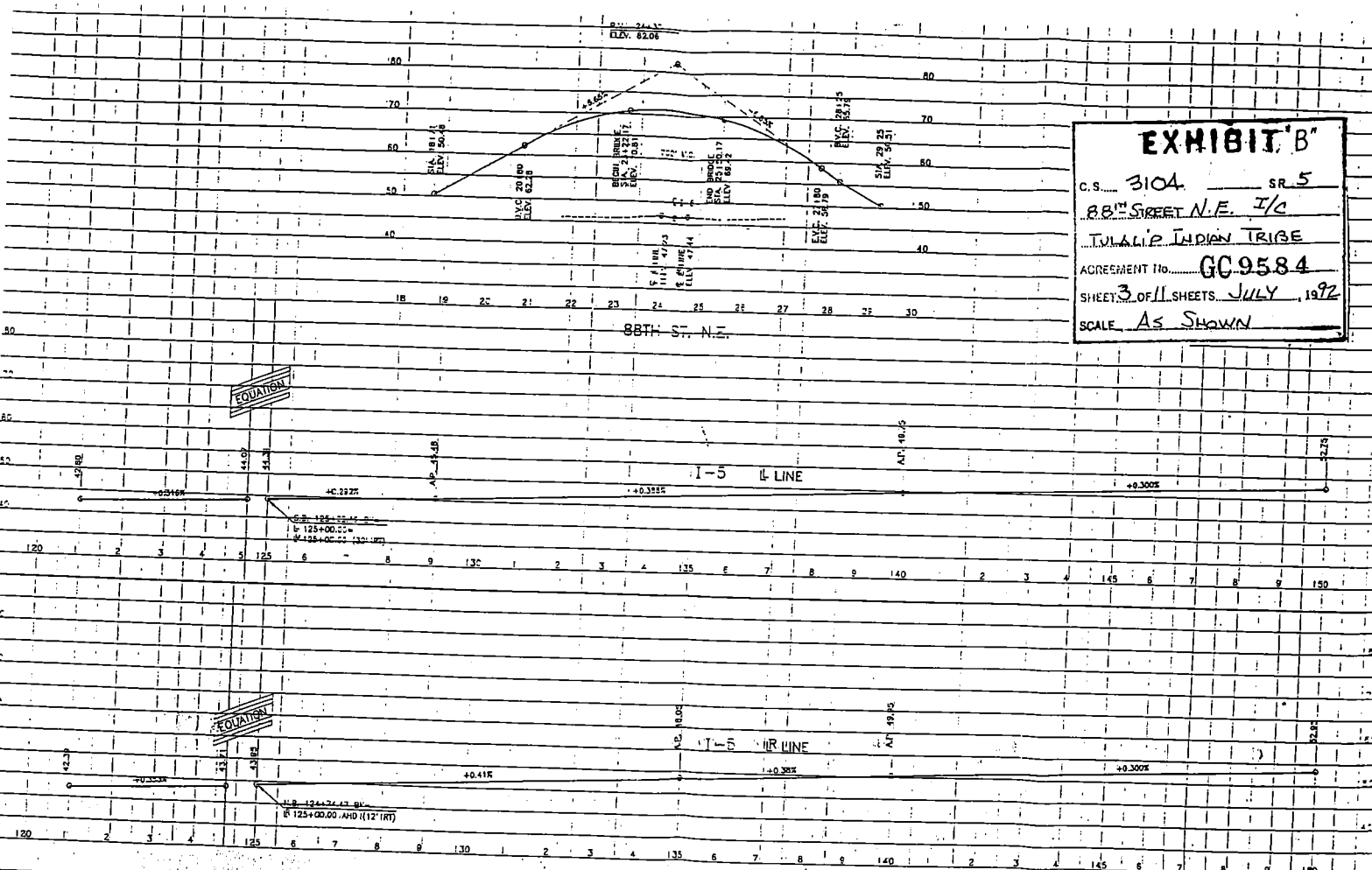


EXHIBIT 'B'

C.S. 3104 SR 5
 88th STREET N.E. I/C
 TULALIP INDIAN TRIBE
 AGREEMENT No. GC 9584
 SHEET 3 OF 11 SHEETS JULY 1972
 SCALE AS SHOWN

88TH ST. N.E.

EQUATION

I-5 I.L. LINE

I-5 R.L. LINE

DESIGNED BY D.K. ALMOND
 CHECKED BY JACOB KUNTHARA

NO.	STATE	FED.AID PROJ.NO.
10	WASHI	

HIGHWAY DIVISION

BELL-WALKER ENGINEERS Inc.
 Bellevue, Washington • Boise, Idaho

Washington State

EXHIBIT "A"
ESTIMATE OF COST

Schedule "C" - 88th Street NE

From Interchange westerly to 27th Avenue NE (1800 Feet)

Estimated Contract Cost	\$529,718
Mobilization (10%)	\$52,972
Construction Engineering (15%)	<u>\$7,946</u>
Total Estimated Construction Cost	\$590,636

R/W Appraisal, Acquisition and Relocation	\$500,000
PS & E (Consultant)	\$80,000
Administration (Tulalip Tribes)	<u>\$5,000</u>
*Total Estimated Project Cost	\$1,175,636

* Tulalip Tribes responsibility. Possible Navy MTMC participation for NSPS Sandpoint realignment.

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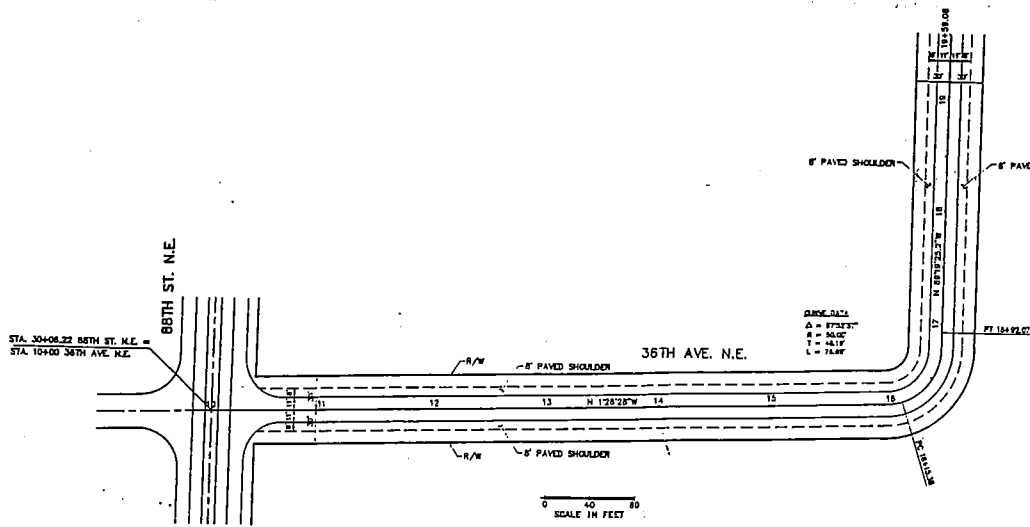
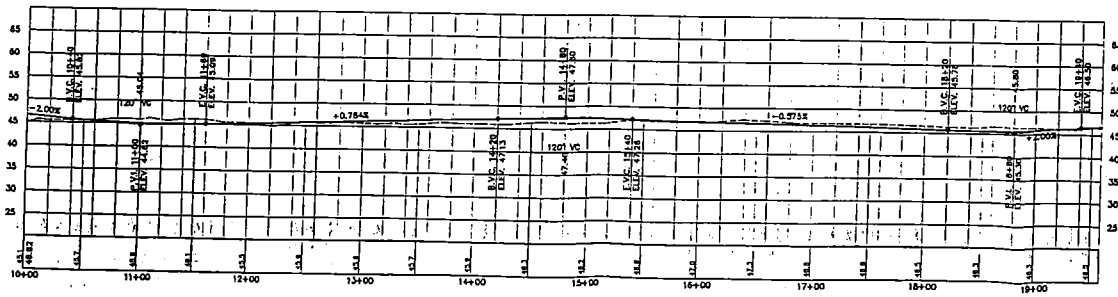


EXHIBIT "B"

C.S. 3104 SR 5
88th STREET N.E. I/C
TULALIP INDIAN TRIBE
AGREEMENT No. GC 9584
SHEET 4 OF 11 SHEETS JULY 1992
SCALE AS SHOWN

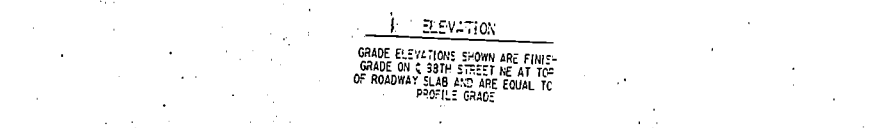
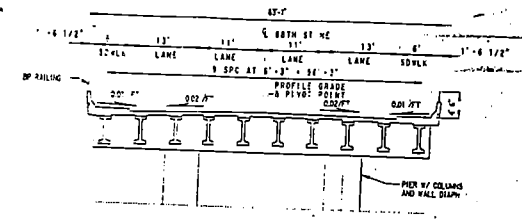
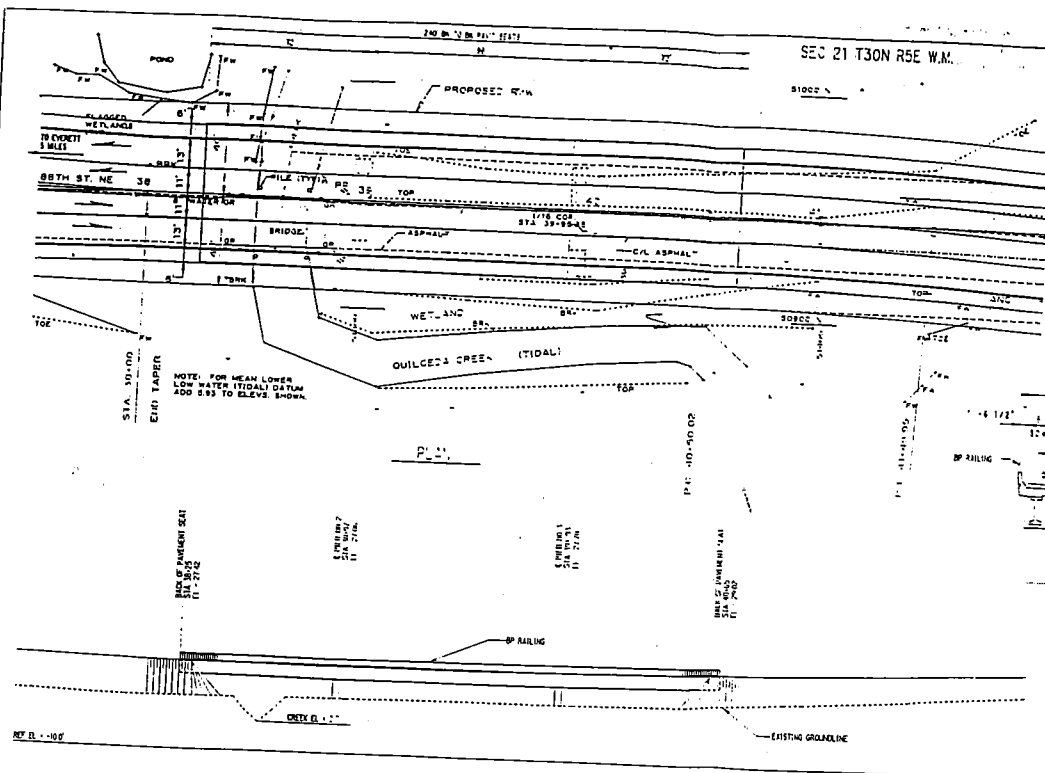


DESIGNED BY: E.K. ALMOND		NO. STATE		FED. AID PROJ. NO.		HIGHWAY DIVISION		BELL-WALKER ENGINEERS Inc. Bellevue, Washington		Washington State Department of Transportation		I-5 88TH ST. NE I/C FRONTAGE ROAD	
CHECKED BY: JACOB KUMARNA		10 WASH.											
DESIGNED BY: R.E. MARSHALL													
PROJ. ENGR. R. NORTON													
DIST. ACPL. R.A. ANDERSON													
DATE:	DATE:	REVISION:	BY:										

PLAN AND PROFILE FOR 88th STREET N.E. I/C

SEC 21 T30N R5E W.M.

EXHIBIT B
 C.S. 3104 SR 5
 88th STREET N.E. 1/4
 TULALIP INDIAN TRIBE
 AGREEMENT No. GC9584
 SHEET 5 OF SHEETS JULY 1972
 SCALE AS SHOWN



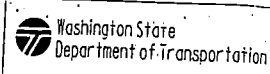
ELEVATION
 GRADE ELEVATIONS SHOWN ARE FINISH-
 GRADE ON C 88TH STREET NE AT TOP
 OF ROADWAY SLAB AND ARE EQUAL TO
 PROFILE GRADE

SECTION NEAR PIER

PROFILE GRADE
 P.C. GIRDERS (WS80)
 LOADING HS-20
 OR
 TWO 24K AXLES @ 4' CTRS

DESIGNED BY	DATE	REVISION	BY

Soiling
 HANCOCK
 ENGINEERS INC.



88TH STREET NE

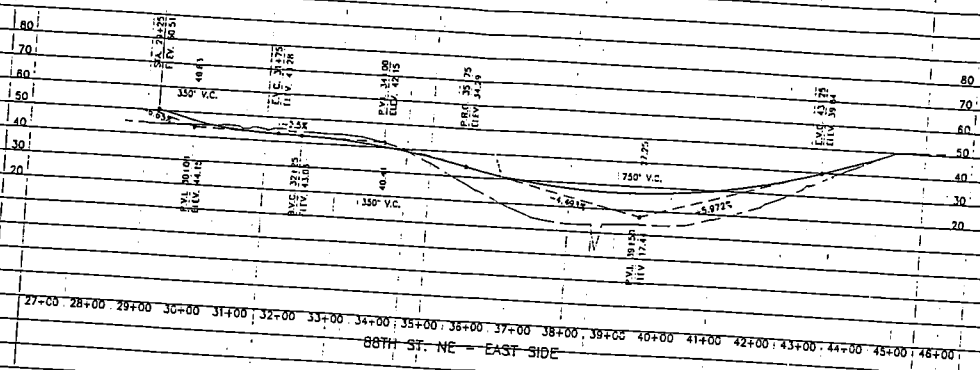


EXHIBIT "B"

C.S. 3104 SR 5

88th STREET N.E. I/C

TULALIP INDIAN TRIBE

AGREEMENT No. GC 9584

SHEET 6 OF 11 SHEETS JULY 1972

SCALE AS SHOWN

DATE	BY	REVISION

BELL WALKER ENGINEERS Inc.
 Bellevue, Washington

88TH STREET NE

PROFILE

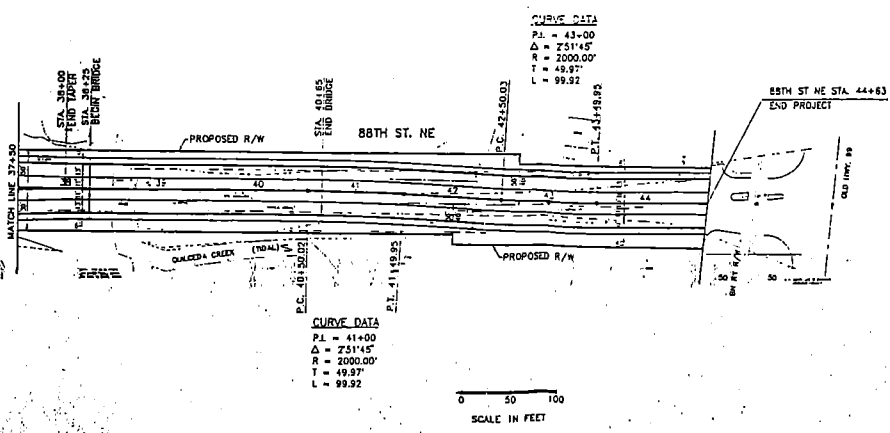
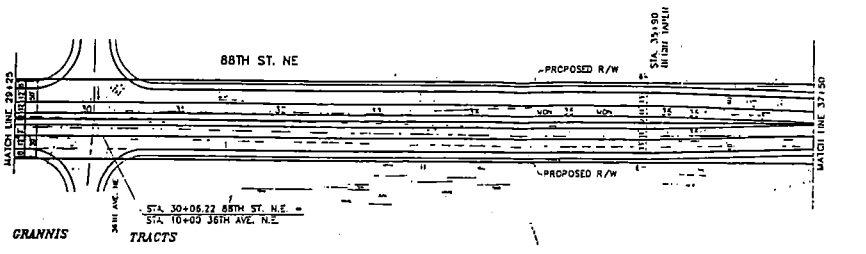
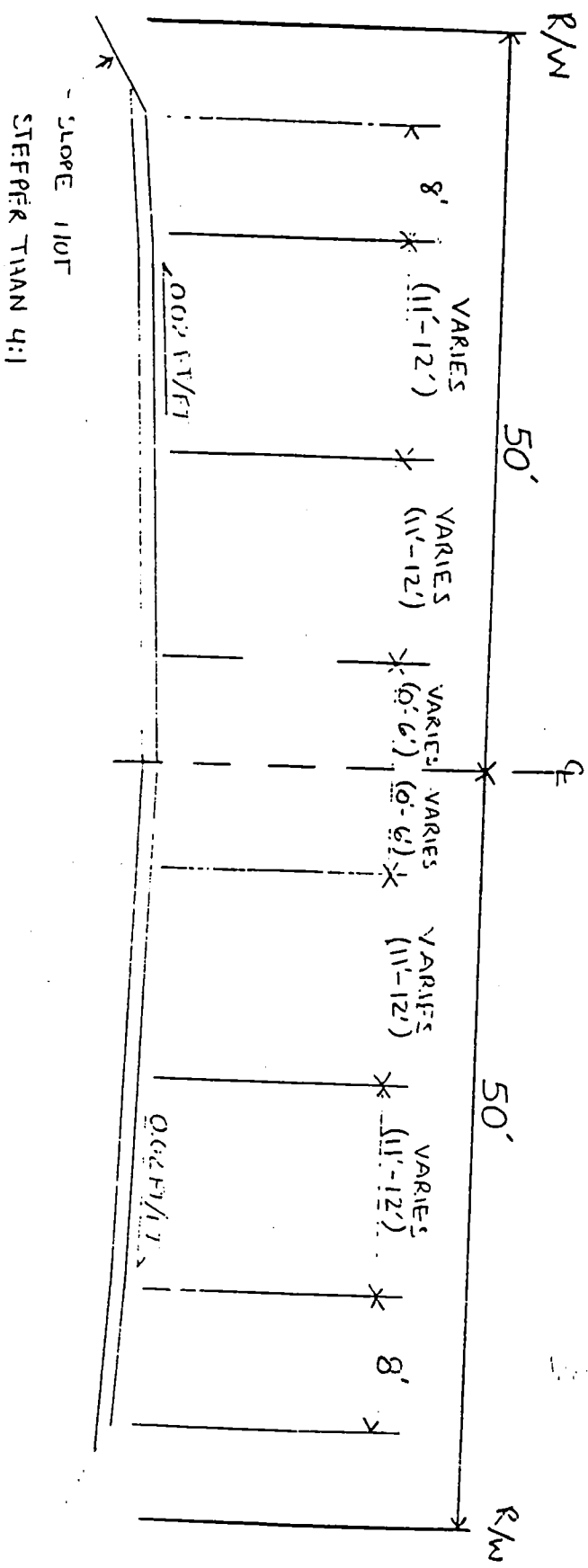


EXHIBIT "B"
 C.S. 3104 SR 5
 88TH STREET N.E. 1/2
 TULALIP INDIAN TRIBE
 AGREEMENT No. GC9584
 SHEET 7 OF 11 SHEETS JULY 1992
 SCALE AS SHOWN

0 50 100
SCALE IN FEET

88th ST NE



ROADWAY SECTION B

STA 12171 TO STA 29125

EXHIBIT 'B'	
C.S. 3104	SR 5
88 th STREET NE. 1/2	
TULSA INDIAN TRIBE	
AGREEMENT NO.	GC 9584
SHEET 10 OF 11 SHEETS	July, 1992
SCALE	As Shown

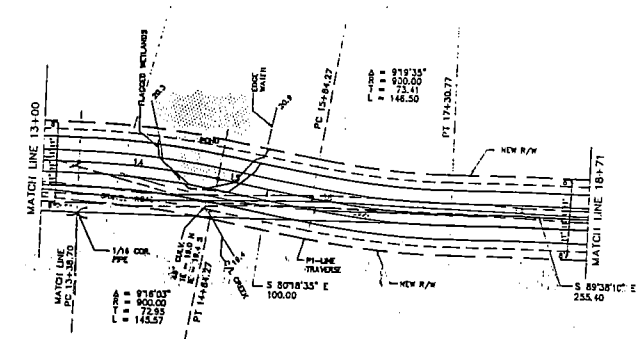
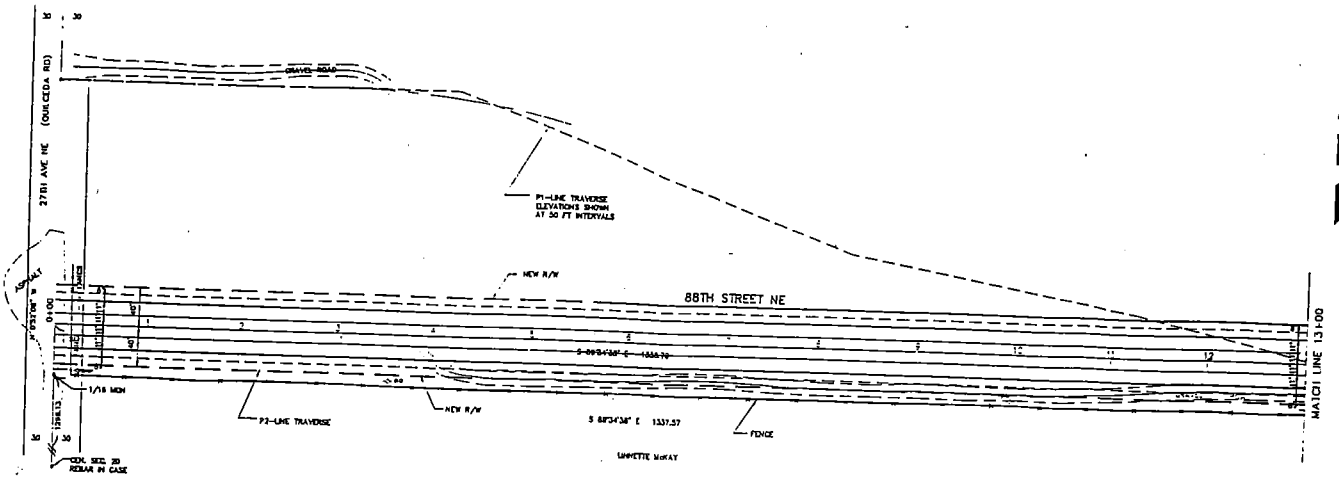


EXHIBIT "B"

C.S. 3104 SR 5
 88TH STREET N.E. I/C
 SHALUP INDIAN TRIBE
 AGREEMENT NO. GC9584
 SHEET 8 OF 11 SHEETS JULY 1972
 SCALE AS SHOWN

SCALE IN FEET
 0 50 100

BELL-WALKER ENGINEERS Inc.
 Bellevue, Washington • Salem, Massachusetts

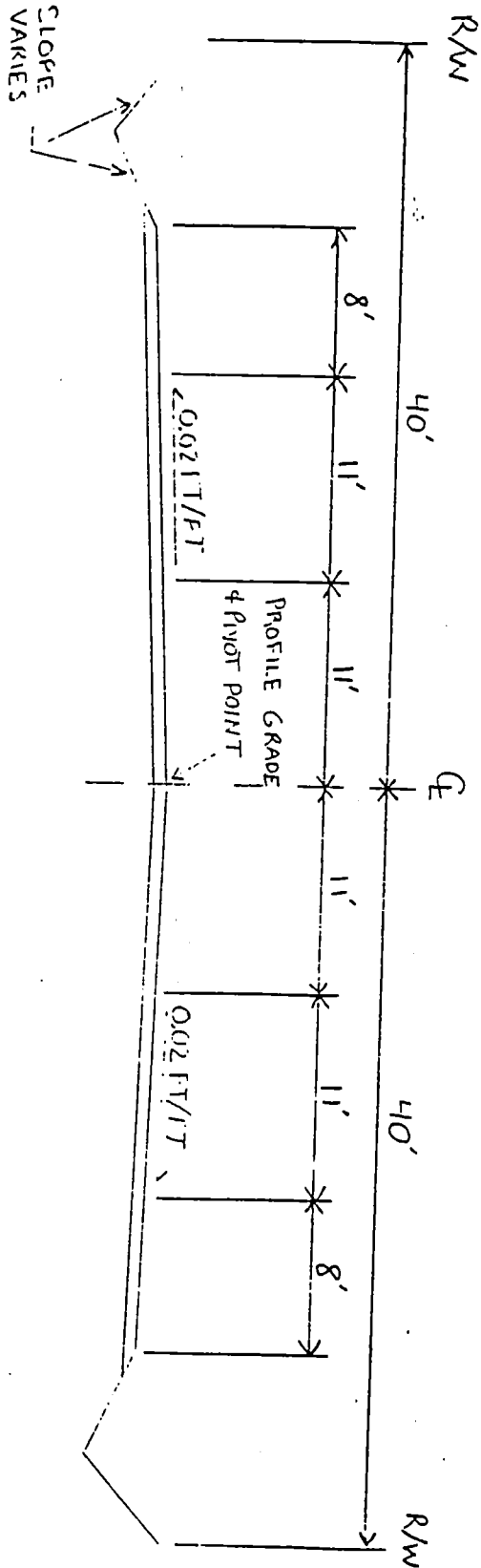
HIGHWAY DIVISION

Washington State
 Department of Transportation

88TH STREET NE EXTENSION

BY	NO.	STATE	FED AID PROJ. NO.
D.K. ALMOND	10	WASH.	
JACOB KLINTHARA			
R.E. MARSHALL			
T. HAUSTRA			
R.G. ANDERSON			

88th ST NE

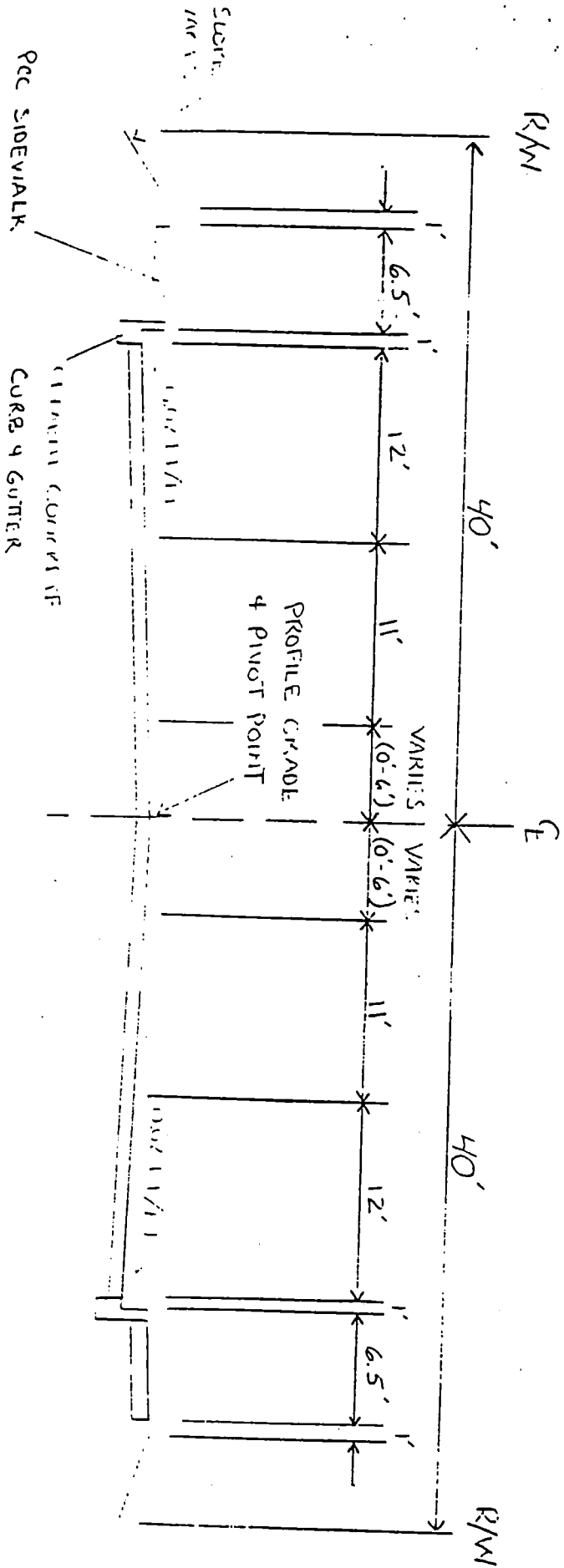


ROADWAY SECTION A

STA 0100 TO STA 18+11

EXHIBIT "B"	
C.S. 3104	SR 5
88 th STREET N.E. 1/4	
TULALIP INDIAN TRIBE	
AGREEMENT NO.	GC 9584
SHEET 9 OF 11 SHEETS JULY 1992	
SCALE AS SHOWN	

88th ST NE



ROADWAY SECTION C

STA 29+25 TO STA 41+61

EXHIBIT "B"	
C.S. 3104	SR 5
88th STREET N.E. I/C	
TULALIP INDIAN TRIBE	
AGREEMENT NO.	GC9584
SHEET 11 OF 11 SHEETS	JULY 1992
SCALE	AS SHOWN