HIGHLINE WATER DISTRICT  
King County, Washington  

RESOLUTION 19-11-20C

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES MOINES AND HIGHLINE WATER DISTRICT RELATING TO PROJECT 19-1 2019 AC WATER MAIN REPLACEMENT (NORTH HILL)

WHEREAS, the District owns and operates certain water utilities located within the right-of-way within various roadways in the North Hill Neighborhood and the District is undertaking a capital improvement project to replace approximately 2,000 linear feet of asbestos concrete (AC) water main known as the Project 19-1 2019 AC Water Main Replacement (“Project”); and

WHEREAS, the City is interested in roadway re-paving and improvements as described on Exhibit A attached hereto and incorporated herein by this reference (“City Work”) adjacent to the Project solely benefiting the City; and

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, integrating the City Work into the Project would be more expedient, less expensive, and less disruptive to the public than if the District and City undertook the Project and the City Work separately; and

WHEREAS, the Parties desire to establish a formal arrangement under which the City will pay the District in consideration of the District incorporating the design of the City Work into the design of the Project and constructing the City Work in conjunction with the construction of the Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking.
HIGHLINE WATER DISTRICT  
King County, Washington  

RESOLUTION 19-11-20C

NOW, THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized to enter into an Interlocal Agreement with the City of Des Moines (Attachment #1 incorporated herein) to incorporate the design of the City Work into the design of the Project and constructing the City Work in conjunction with the construction of HWD Project 19-1 2019 AC Water Main Replacement.

2. The General Manager and/or the District’s Legal Counsel are authorized to make minor changes to the Interlocal Agreement if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this 20th day of November 2019.

BOARD OF COMMISSIONERS

Kathleen Quong-Vermeire, President  
Vincent Koester, Secretary

Todd Fultz, Commissioner  
Daniel Johnson, Commissioner

George Landon, Commissioner
INTERLOCAL AGREEMENT
CITY OF DES MOINES AND
HIGHLINE WATER DISTRICT

PROJECT 19-1 2019 AC WATER MAIN
REPLACEMENT PROJECT

This Agreement ("Agreement") is made by and between Highline Water District, a Washington special purpose municipal corporation ("District"), and the City of Des Moines, a Washington municipal code city ("City"), (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

WHEREAS, the District owns and operates certain water utilities located within the right-of-way within various roadways in the North Hill Neighborhood and the District is undertaking a capital improvement project to replace approximately 2,000 linear feet of asbestos concrete (AC) water main known as the Project 19-1 2019 AC Water Main Replacement ("Project"); and

WHEREAS, the City is interested in roadway re-paving and improvements as described on Exhibit A attached hereto and incorporated herein by this reference ("City Work") adjacent to the Project solely benefiting the City; and

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, integrating the City Work into the Project would be more expedient, less expensive, and less disruptive to the public than if the District and City undertook the Project and the City Work separately; and

WHEREAS, the Parties desire to establish a formal arrangement under which the City will pay the District in consideration of the District incorporating the design of the City Work into the design of the Project and constructing the City Work in conjunction with the construction of the Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking; and

WHEREAS, the Parties acknowledge the District may enter into a separate cooperative agreement with Midway Sewer District, a Washington special purpose municipal corporation ("Midway"), to include certain sewer main installation work as
part of the Project ("Midway Work"), provided the Parties acknowledge the City would have no obligation to pay for any portion of the Midway Work which may be included in the Project work;

WHEREAS, the City’s City Council has taken appropriate action to approve this Agreement; and the District Board of Commissioners has taken appropriate action to approve this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which the City will pay the District to incorporate the design of the City Work into the Project contract documents and to construct the City Work in conjunction with the District’s design and construction of the Project. The terms, conditions, and covenants of this Agreement shall accordingly be interpreted to advance this purpose. This Agreement further seeks to allocate and define the Parties' respective rights, obligations, costs and liabilities concerning the establishment, operation and maintenance of this undertaking.

Section 2. Term. This Agreement shall be effective upon the date by which it has been executed by both Parties ("Effective Date"). Unless terminated in accordance with Section 3, this Agreement shall remain in effect until one of the following events occurs, whichever is later: (a) the City’s written acceptance of and payment to the District for the City Work provided pursuant hereto, or (b) December 31, 2020. Thereafter, this Agreement shall expire automatically. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 3. Termination. Subject to the provisions of Section 4 herein, either Party may terminate this Agreement with cause by providing the other Party with at least thirty (30) days written notice of its intent to terminate. Termination or expiration of this Agreement shall not alter the City’s payment obligations under Section 6 for services already rendered, as well as for the normal and reasonable costs incurred by the District’s contractor in terminating and closing out the City’s portion of the Project work, and shall not alter the Parties' respective obligations under Section 11 of this Agreement.

Section 4. Obligations of the City.

A. The City shall provide payments to the District to reimburse the District for its costs of incorporating the design of the City Work into the Project
construction documents, and for constructing the City Work pursuant to Section 6 of this Agreement, Exhibit A, and as follows:

a. Engineering/Design. The City shall participate in the design process as follows:

i. The City will coordinate with the District and its engineering consultants on the preparation of the engineering plans and specifications necessary to accommodate the City Work utilizing WSDOT specifications and bid quantities for common work that is acceptable to the City.

ii. The City will utilize the District’s Project engineering consultants to prepare the engineering plans for the City Work. The City shall review the final Project Plans and Specifications, and provide the District a written notice of acceptance of the plans and specifications associated with the City Work within fifteen (15) days of receipt.

iii. The City shall reimburse the District for the District’s costs for consultant support to incorporate the City Work into the Project Contract Documents totaling a single, lump sum payment of Twelve Thousand Dollars ($12,000).

iv. The City agrees to timely review and issue any City permits necessary for the Project, including the City of Des Moines Right-of-Way Use Permit. The City will not charge the District a Right-of-Way Permit fee.

b. Bid Process. The City shall participate in the District’s Project bid process as follows:

i. Accept or reject bids on bid items associated with the City Work. Those bid items will include the items identified in Schedule B ‘Roadway Improvements’ of the Bid Proposal.

ii. Within ten (10) days of receiving the bid tabulation from the District, the City shall notify the District in writing that the City either agrees to proceed with the City Work as part of the Project, or the City chooses to complete the City Work on its own as part of a separate Project, or not to complete the City Work.

iii. To determine the lowest responsive, responsible bidder, the District will include all Bid Schedules unless the City rejects
the bid for Schedule B.

c. **Construction.** If the City elects to proceed with the City Work as part of the Project, the City shall reimburse the District for the District’s actual costs for construction of the City Work based upon:

i. Contractor’s bid prices for the City Work, the actual quantities of work installed, and the final actual costs of construction. For the benefit of economies of scale and contract inspection and administration, the City Work and the District road restoration work will be combined into one bid Schedule, Schedule B, and the parties agree the bid schedule shall be 50% the cost of the District and 50% the cost of the City for the following Bid Schedule B Items/Work*:

- Mobilization (10% Maximum) Lump Sum (LS)
- Temporary Traffic Control Lump Sum (LS)
- Planing Bituminous Pavement Square Yard (SY)
- HMA C1 ½” PG 64-22 for Pavement Overlay Ton (TN)
- HMA Thickened Edge Linear Foot (LF)
- Edge Restoration Linear Foot (LF)

The City shall bear the full cost for the following Bid Schedule B Items/Work:

- Unsuitable Foundation Excavation Inc. Haul Square Yard (SY)
- Pavement Repair Square Yard (SY)
- Minor Change (for City Work) Force Account (FA)
- Any City initiated change orders or scope modifications attributed to the City Work

*Quantities for Pavement Restoration Work on 1st Ave S and 9th Place South shall be exempt from the cost sharing in this Agreement and not considered part of the City Work.

Total cost of City Work to be paid is estimated at Four Hundred Thirty Nine Thousand and Eighty Dollars ($439,080.00) as identified in the Engineers Estimate included in Exhibit B.

ii. Applicable Sales Tax for the City Work and associated Bid Schedule B shall be governed by WAC 485-20-171 and its related rules.
iii. The City shall be responsible for determining and directing the locations and depth to perform subgrade repair under the unit bid prices Unsuitable Foundation Excavation Inc. Haul and Pavement Repair in consultation with the District’s engineering consultant in accordance with Section 4.d of this agreement.

iv. Additional restoration work identified beyond the initial scope of the City Work shall be at the sole cost of the City. Any additional work shall be in accordance with Section 8 of this Agreement.

v. The City will not be responsible for any unit quantities and/or changes in unit quantities for the District Restoration Work that the District is contracted with for the benefit of a third party.

d. Construction Management and Inspection: The City shall reimburse the District for the City’s prorated share of the District’s costs incurred for Project construction engineering, construction management, and construction inspection as provided by the District’s engineering consultants.

The City’s prorated share of engineering and construction management cost for the City Work has been estimated and negotiated by the Parties based on the engineer’s estimate for the City Work to be a single, lump sum payment of Forty Three Thousand Dollars ($43,000.00).

The District shall provide construction observation of the Project utilizing the District’s engineering consultants. Construction observation will include providing personnel to confirm general Work compliance in accordance with the contract documents and WSDOT Standard Specifications and include applicable material testing per WSDOT LAG guidelines. The City shall coordinate with the District in defining the Scope of Work for the selected Engineering Consultant.

The City Right-of-Way Inspector shall coordinate directly with the District’s inspector during the Project construction. The City inspector will have the responsibility for inspection coordination with the District’s Engineering Consultant and approval of the City Work and that the contractor employed by the District will be directed to comply with the City’s requirements by the District’s inspector or designee in accordance with plans and specifications approved by the City. The City’s inspector shall immediately notify the District’s
inspector, verbally and in writing, of any disapproval of said work and provide said notification to the District prior to progress payment for said work to the Contractor.

The City shall review and approve Requests for Approval of Materials ("RAM") for materials to be used proposed by the contractor for City bid item work as provided by the District as required by the District’s Engineering Consultant. When needed, the City shall complete the review and approve or reject the RAM within five (5) business days of receiving any RAM from the contractor or the District, provided, if the City fails to respond to the RAM within five (5) business days, the RAM shall be deemed to have been approved by the City.

c. Construction Claims: If claim(s) are filed on the Project by the contractor that are directly related to the City Work ("Claim"), the City shall reimburse the District for the District’s reasonable expenses incurred to respond to said Claim, including the District’s costs incurred for consultant construction engineering and management, if any. If required, the City of Des Moines will provide legal representation for City Work in coordination with Des Moines.

Any settlement to be reviewed and agreed upon by both Highline Water District and Des Moines.

B. The City shall respond within five (5) business days to information requests submitted by the District or its agents regarding the City Work.

C. Upon completion of the City Work to the City’s satisfaction, the City shall provide written acceptance of the City Work to the District.

Section 5. Obligations of the District.

A. The District shall incorporate the engineering design of the City Work into the construction plans, specifications, and contract documents for the Project.

B. The District shall assume responsibility for constructing the City Work in accordance with the plans, specifications, and contract documents, including but not limited to securing all necessary consultants, contractors, and subcontractors. All construction contracts shall be procured through a formal competitive bidding process consistent with applicable State laws as may be applicable. The District shall have sole authority to award and manage the construction contract per the terms of this Agreement.
C. The District shall periodically submit to the City written invoices for payment in accordance with Section 6. The District shall include copies of invoices or other documentation from consultants and/or contractors, clearly indicating the City’s portion of the invoices.

D. The District shall assume lead agency status and responsibility for applying for and obtaining any and all regulatory permits necessary to complete the Project including the City Work.

E. The District shall provide City personnel access to the Project’s construction area for purposes of inspecting, monitoring, approving or disapproving the progress of work performed on the City Work. The District shall notify a City representative of all construction meetings and shall allow the City’s representative to participate in all construction meetings.

F. The District shall respond promptly to information requests submitted by the City or its agents regarding the Project.

G. The District shall require the contractor constructing the Project to have the City, its elected and appointed officers, agents and employees named as an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any Commercial General Liability Insurance, Commercial Automobile Insurance, and Workers Compensation. The District shall provide the City with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The District shall provide the City with copies of all such policies and documents upon receipt by the District.

The District shall require the contractor building the Project to indemnify, defend, and save harmless the City and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the City or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the City solely for the purposes of the indemnification.

The District shall require the contractor to be responsible for compliance with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

Section 6. Payment Schedule. The Parties agree to the following billing and payment schedule:

7
A. The engineering costs incurred by the District for the City Work on the Project has been pre-determined and illustrated in Section 4 of this Agreement. The City shall tender payment to the District in the form of a warrant payable to the District in an amount of $12,000.00 within thirty (30) days of execution of this Agreement.

B. For construction contract costs incurred by the District for the City Work on the Project, the District shall submit invoices to the City for the City's share of said expense for the City Work per the applicable Bid Schedule. Said invoices shall contain a reasonably detailed explanation of the methodology utilized by the District in determining the City's share of each expense. To the extent reasonably possible, the District shall document and tabulate separately the actual quantities of work installed to clearly identify the City's portion of the Project construction cost for the City Work. Final adjustment of prorated costs shall be delivered to the City within thirty (30) days of project close out.

C. Within thirty (30) days of receiving any invoice pursuant to subsection 6.A, the City shall tender payment to the District in the form of a warrant payable to the District for the invoiced amount, except as to any disputed amounts.

D. The cost incurred by the District for construction engineering and management, and construction costs incurred by the District for the City Work on the Project has been pre-determined and illustrated in Section 4 of this Agreement. The City shall tender payment to the District in the form of a warrant payable to the District in an amount of $43,000.00 within thirty (30) days of execution of the Construction Contract with the Contractor.

E. If the Parties disagree regarding the City's share of any expense incurred by the District regarding the Project, the Parties may agree to submit the question for resolution in accordance with the mediation/arbitration clause contained herein.

F. If the City rejects bids for the City Work, the City will pay the District a one-time lump sum payment of ten thousand dollars ($10,000) for the cost and expense of the District to modify contract documents and rebid the Project. Payment shall be within 30 days of the notice by the City rejecting the Bids.

Section 7. (reserved)

Section 8. Change Orders and Authorization of Cost Overruns:

A. **Change Orders.** The City shall have the right to approve or reject change orders relating to the City Work. The District shall have the right to approve or reject change orders relating to the Project work. The Parties shall mutually accept or reject change orders relating to joint work. Any
dispute between the Parties as to proportional payment for joint element change orders shall be resolved pursuant to the mediation/arbitration clause contained herein.

B. **Cost Overruns.** The District is authorized on behalf of the City to negotiate and approve all unit price over-runs in bid quantities and change orders related to the installation of the City Work. The City also authorizes the expenditure by the District of a contingency of up to ten percent (10%) of the contractor's total price for the City’s bid items for over-runs in bid quantities and change orders associated with the installation of the City Work. For any quantity overruns that cause the cost of the City Work to exceed the authorized ten percent (10%) contingency amount, the District will notify the City in writing requesting a letter of concurrence allowing the District to exceed the ten percent (10%) contingency before proceeding with the work. The District's notice shall include an explanation of the changed conditions necessitating exceeding the previously approved contingency. A letter of concurrence shall be provided to the District within a reasonable time frame so as to not cause a Project delay. If there is a potential delay due to extra work or a change order, the District will indicate in this notification to the City along with a time for response required from the City. The District will include a progress schedule and any change orders for the City Work with the City's monthly invoice. In any event and even without a letter of concurrence from the City, the District is authorized to take any reasonable action and to expend any reasonable amount of money to assure that the City Work will not interfere or delay the timely completion of the Project.

**Section 9. Ownership and Disposition of Property.** The City Work pursuant to this Agreement shall become and remain the exclusive property of the City upon completion, acceptance of the City Work by the City, and the District’s final acceptance of the Project work, including the City Work. All other work constructed under the Project shall become and remain the exclusive property of the District upon completion. The District will forward and assign to the City any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the Project. The District shall submit redline drawings to the City upon completion of the Project for City review and approval. The District's contractor shall warrant the workmanship and materials utilized in the City Work to be free from defects for a period of one (1) year from the date of final completion of the District's Project, provided the City shall retain any rights, claims or demands the City may have against the District's contractor relating to the City Work under applicable statutes of limitation.

**Section 10. Administration; No Separate Entity Created.** Pursuant to RCW
39.34.030, the City Public Works Director, or his/her designee, shall serve as the City’s administrator of this Agreement. The District General Manager, or his/her designee, shall serve as the District’s administrator of this Agreement. No separate legal entity is formed by this Agreement.

Section 11. Release, Indemnification and Hold Harmless Agreement. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives, contractors or subcontractors, to the fullest extent required by laws of the State of Washington. Each Party agrees to protect, indemnify and save the other Party harmless from and against any and all such liability for injury or damage to the other party or the other Party's property, and also from and against all claims, demands, and causes of action of every kind and character to the extent arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by its own fault or that of its agents, employees, representatives, contractors or subcontractors.

The City specifically promises to indemnify the District against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the City may have under that title with respect to, but only to, the limited extent necessary to indemnify the District. The City shall also indemnify and hold the District harmless from any wage, overtime or benefit claim of any City employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The City further agrees to fully indemnify the District from and against any and all costs of defending any such claim or demand to the end that the District is held harmless therefrom.

The District specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the District may have under that title with respect to, but only to, the limited extent necessary to indemnify the City. The District shall also indemnify and hold the City harmless from any wage, overtime or benefit claim of any District employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The District further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom.

Section 12. Mediation/Arbitration Clause: If a dispute arises from or relates to this Agreement or the alleged breach thereof and if the dispute cannot be resolved through direct discussions between the Parties, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation before a mutually agreed alternative dispute resolution entity or by mediation administered under the American Arbitration Association's Commercial or Construction Rules before resorting to
arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under mutually agreed rules, or under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through appointment pursuant to the rules of the American Arbitration Association.

All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

Section 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County Superior Court - Kent.

Section 14. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the District and any employee, agent, representative or contractor of the City, or between the City and any employee, agent, representative or contractor of the District.

Section 15. No Third Party Rights. This Agreement is intended for the sole and exclusive benefit of the Parties and no third party rights are created by this Agreement.

Section 16. Notices. Notices to the City shall be sent to the following address:

City of Des Moines
Transportation & Engineering Services Manager
216560 11th Avenue South
Des Moines, WA 98198

Notices to the District shall be sent to the following address:

Highline Water District
General Manager
23828 30th Avenue South
Kent, WA 98032
Section 17. Interlocal Cooperation. Pursuant to RCW 39.34.040, this Agreement shall be filed with the King County Auditor upon full execution or listed by subject on the City’s and District’s respective web sites.

Section 18. Integration/Entire Agreement. This Agreement constitutes the entire embodiment of the Agreement between the Parties, and, unless modified in writing by an amendment to this Agreement signed by the Parties, shall be implemented as described above. This Agreement supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 19. Non-Waiver. Waiver by any Party or any of the provisions contained within this Agreement, including but not limited to any performance deadline, shall not be construed as a waiver of any other provisions.

Section 20. Amendment. This Agreement may be amended only upon consent of the Parties. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

Section 21. Severability. If any provisions of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

Section 22. Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

Reviewed and approved as authorized by motion of the City of Des Moines City Council on the ____ day of __________, 2019.

CITY OF DES MOINES

By: ___________________________

Michael Matthias, City Manager

Date: _________________________

ATTEST:

______________________________
City Clerk

12
APPROVED AS TO FORM:

__________________________
Des Moines City Attorney

Reviewed and approved as authorized by Resolution No. _________ of the Highline Water District Board of Commissioners on the _____ day of __________, 2019.

By: _______________________
   Matt Everett, General Manager

Date: ______________________
EXHIBIT A

ENGINEERING PLANS
DESCRIPTION OF CITY WORK
GENERAL NOTES:
1. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES IN THE FIELD.
2. CONTRACTOR SHALL NOTIFY THE DISTRICT A MINIMUM OF 72 HOURS IN WRITING IN ADVANCE OF ALL REQUESTS FOR SERVICES, TEXTING OR INSPECTIONS.
3. CONTRACTOR SHALL FURNISH SHOP DRAWINGS FOR APPROVAL WHERE REQUIRED BY THE DETAIL SPECIFICATIONS AND FOR VARIATION FROM THE APPROVED DRAWING.
4. CONTRACTOR SHALL FURNISH ALL MATERIALS.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE A SET OF these APPROVED PLANS ON THE SITE WITHIN 30 DAYS CONSTRUCTION COMMENCES ON PROJECT. NO CHANGES ARE TO BE MADE WITHOUT WRITTEN APPROVAL FROM THE DISTRICT.
6. CONTRACTOR SHALL NOTIFY THE DISTRICT OF ALL EXCAVATIONS WITHIN PUBLIC ROADWAYS OR TRAVELLED AREAS OF PUBLIC RIGHT-OF-WAY AS REQUIRED BY APPORT. ROAD RESTORATION MUST BE PERFORMED IN ACCORDANCE WITH LOCAL JURISDICTIONAL REQUIREMENTS AS REQUIRED.
7. CONTRACTOR SHALL PAY FOR ALL STATE, CITY, AND COUNTY INSPECTION AND PERMIT FEES.
8. OVERHEAD ELECTRIC POWER LINES ARE GENERALLY NOT SHOWN ELECTRICAL POWER LINES SHOWN ARE LOCATED BY PHONE COMPANY. DUE TO TRENDS TO POLE OR HANG, THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXTENT OF ANY HAZARDS CREATED BY OVERHEAD OR UNDERGROUND ELECTRICAL POWER LINES. AREAS AS AWH/SMALL WIRELESS NETWORKING AREAS ARE TO BE SHOWN AS REQUIRED BY LAW AND REGULATIONS PRIOR TO CONSTRUCTION. MEET WITH ELECTRICAL UTILITY OWNERS TO DETERMINE THE EXTENT OF HAZARD AND TAKE APPROPRIATE PRECAUTIONS AND REMOVAL PRECAUTIONS AS REQUIRED.
9. PROPERTY CORNERS, RIGHT-OF-WAY MANGERS, SURVEY MARKERS, AND FENCES THAT MAY BE HINDERED TO BE REMOVED OR DISTURBED BY CONSTRUCTION SHALL BE PLACED LOCATED AND REFERENCED BY A SURVEY OR RESTORED BY THE CONTRACTOR OR PROVIDED IN TEXT OF CONTRACT CORRECTED. IF MARKERS OR FENCES DIE TO BE NEEDED OR MISPLACED, SUCH MARKERS OR FENCES SHALL BE IN ACCORDANCE WITH KING COUNTY STANDARDS OR THE DATE AND DATE.
10. OFF-RIGHTS ARE MEASURED FROM THE STATIONING LINE. STATION LINE IS TYPICALLY LOCATED ALONG THE CENTER OF HIGHWAY MARKS.

WATER MAIN REPLACEMENT NOTES:
1. CONTRACTOR'S RIGGED PROFESSIONAL LAND SURVEYOR WILL PROVIDE STAKING OF WATER SYSTEM CONSTRUCTION FOR DISTRICT INSPECTION IN TIMING OF 72 HOURS PRIOR TO CONSTRUCTION.
2. CONTRACTOR WILL INSTALL THE PIPE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND HIGHLINE WATER DISTRICT SPECIFICATIONS.
3. ALL DUCTILE IRON PIPE SHALL BE CL32, UNLESS OTHERWISE INDICATED ON PLANS.
4. ALL VALVES SHALL BE MUSLER OR EQUIVALENT.
5. PIPES SHALL BE AS SPECIFIED.
6. CUT-OFFS SHALL BE DIRECTLY SUPPLIED BY AN AUTHORIZED REPRESENTATIVE OF HIGHLINE WATER DISTRICT OR THEIR REPRESENTATIVE.
7. ALL DRY TAPS SHALL BE DIRECTLY SUPPLIED BY AN AUTHORIZED REPRESENTATIVE OF HIGHLINE WATER DISTRICT OR THEIR REPRESENTATIVE.
8. CUT-OFFS AND LINE TAPS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
9. ALL COUPLED TAPS OR EQUIVALENT.
10. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING PIPE TIES AND SIZES FOR COURTINGS, CONNECTIONS, AND LINE TAPS PRIOR TO CONNECTION.
11. ALL MASONRY WATER PIPE SHALL HAVE A 4" MINIMUM COVER AND 6" MAXIMUM COVER UNLESS OTHERWISE SHOWN ON PLANS.
12. CONNECTION METER LOCATIONS WITH HIGHLINE WATER DISTRICT AUTHORIZED REPRESENTATIVE.
13. MATERIALS MUST BE ON-SITE AND INSPECTED BY HIGHLINE WATER DISTRICT PRIOR TO SCHEDULING CUT-OFFS OR CONNECTIONS.
14. REFER TO HIGHLINE WATER DISTRICT DESIGN AND DEVELOPMENT STANDARDS FOR ALL REMAINING MATERIALS AND DETAILS.
15. RESEARCH SHALL BE EMBLEEMED FOR AREAS OF SITE INVOLVING WATER SYSTEM FACILITIES.
16. CONTRACTOR SHALL REMOVE OLD VALVES BOXES AND HYDRANT GRASS POLES ON PLANS ANNOTATED WITH THIS PROJECT AND ANY AND ALL OLD VALVES AND BOXES FROM PROJECT SITE PRIOR TO PROJECT COMPLETION. THIS WORK SHALL BE INCURRIBLE TO THE PROJECT COST.
17. PFOH STORM AND WASTE WATER AND OTHER UTILITIES TO VERIFY DEPTH AND LOCATION ACCURATLY IN ADVANCE TO AVOID VERTICAL ALONG.
18. PIPE DISTANCE SHOWN IN PLANS ARE MEASURED FROM VALVE TO VALVE OR FROM PIPE LINE TO LINE.

SEWER MAIN REPLACEMENT NOTES:
1. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH HIGHLINE WATER DISTRICT AND THE DEPARTMENT OF ECOLOGY STANDARDS FOR SEWER WORK DESIGN.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION.
3. THE SANITARY SEWER PIPE SHALL BE PVC, CONFORMING TO AWWA D-1111, PVC 30, UNLESS OTHERWISE SPECIFIED. SEDIMENTS AND BASKETS SHALL BE AS REQUIRED BY HIGHLINE WATER DISTRICT.
4. ALL CONNECTIONS TO EXISTING MANNHOLES SHALL BE DONE IN THE PRESENCE OF A REPRESENTATIVE OF HIGHLINE SEWER DISTRICT.
5. A PRECONSTRUCTION MEETING SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION, AND SHOULD BE ATTENDED BY THE CONTRACTOR, ENGINEER, OWNER, OTHER UTILITIES AND REPRESENTATIVES OF HIGHLINE SEWER DISTRICT.
6. THE NEW SANITARY SEWER LINE SHALL BE FLUSHED AND NOT PUT INTO SERVICE UNTIL ALL LINES HAVE BEEN CLEANED. FLUSHED AND TESTED. ALL SANITARY LINES SHALL BE INSPECTED BY THE HIGHLINE SEWER DISTRICT AND ALL TESTING SHALL BE DONE IN THE PRESENCE OF THE HIGHLINE SEWER DISTRICT REPRESENTATIVE.
7. ANY REVISIONS MADE TO THESE PLANS SHALL BE REVIEWED AND APPROVED BY HIGHLINE SEWER DISTRICT PRIOR TO ANY IMPLEMENTATION IN THE FIELD.
8. ALL PIPE AND OR PIPE LIMITING AND PLANNING AND CALCULATES TO THE CENTER OF MANNHOLES.
9. BSEWTER MATERIAL FOR SEWER PIPES SHALL BE 4" PVC AND 6" PVC CONSISTING OF EITHER BROADCAST RABBIT OR SAND.
10. ALL SIDE SEWERS SHALL BE EXTENDED TO PROPERTY LINES. PIPE PLUMB WILL BE REQUIRED FOR SIDE SEWER IF IMMEDIATE CORRECTION IS NOT TO BE MADE.
11. CUBER MANNHOLES MUST BE EQUAL TO BE INSTALLED ON NEW MANNHOLES.
12. ALL MY FRAME SHALL BE FORGED CO 31116291 OR APPROVED.
13. ALL MY COVER SHALL BE FORGED 00121690 OR APPROVED.

90% SUBMITTAL

GENERAL NOTES

KING COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION

G-3

19-1 NORTH HILL AC WATER MAIN REPLACEMENT AND SEWER UTILITY IMPROVEMENTS

SUBMITTED: 10/23/2019

MURRAYSMITH INC.

929 1/2 16TH ST.

SEATTLE, WA 98101-3000

P 206.772.6100 F 206.772.6101

D801B 19-26206 9/14/2019 4:00:23 PM

Page 1 of 1

MURRAYSMITH INC.

929 1/2 16TH ST.

SEATTLE, WA 98101-3000

P 206.772.6100 F 206.772.6101

D801B 19-26206 9/14/2019 4:00:23 PM

Page 1 of 1
EROSION CONTROL NOTES:

1. The erosion and sediment control systems depicted on these drawings are intended to be minimum requirements to meet anticipated site conditions. Additional measures may be necessary to remove turbidity and meet water quality standards during construction. The contractor may require additional measures to prevent sediment or turbid water from leaving the site.

2. All temporary and permanent erosion and sediment control measures required by the permit shall be the responsibility of the contractor, including any state or local agency approvals or permits.

3. Non-compliance with the erosion control requirements, water quality requirements, and erosion control measures on this plan may result in a temporary stop-work order until said erosion control measures are functional.

4. Erosion control measures shall be established first, then erosion control BMPs installed post-construction. The erosion and sediment control measures must be implemented to prevent erosion and maintain the performance of erosion control measures.

5. Drainage systems shall be stabilized to prevent erosion during and after construction. Install outlet protection for all culverts.

6. All storm drains with sediment and silt laden water will be filtered.

7. Water from dewatering systems for trenches shall be discharged into a controlled system or sediment retention BMP. Additional measures may be necessary to control erosion and maintain water quality standards.

8. Public streets and to be kept clear of dirt and debris during construction. Pavement surfaces shall be kept free of dirt and debris at the end of each day.

9. Contractor shall provide certified erosion control personnel. MNCi shall conduct inspections outlined in previous notes and provide periodic reports as required.

10. Construction erosion control BMPs shall be inspected weekly and at each significant rainfall event. Maintenance shall be performed as needed and at noontime within 24 hours of a significant rainfall event to maintain the performance of erosion control measures.

11. Back-up erosion and sediment control equipment and materials shall be readily available in case of equipment failure.

12. Stabilize all disturbed areas and non-worked soils. From May 1 to September 30, no unprotected soils may remain exposed for more than 7 days. From October 1 to April, no unprotected soils may remain exposed for more than 1 day.

13. Stabilize soil stockpiles and protect with BMPs within 24 hours.

14. Properly dispose of all construction debris to a permitted facility.

15. Take extreme care to prevent spillage or discharge of petroleum products, chemical solvents, or other toxic or deleterious materials, fuel, and kerosene on the site.

16. Erosion control measures are required for the installation of erosion and sediment control systems. All areas to be seeded shall be cultivated by seeding, raking, harrowing, or other acceptable means.

17. Perform all cultivation perpendicular to the slope.

18. Cover the site with mulch, topsoil, or other soil amendments.

19. If necessary, surface runoff control measures such as sediment basins, silt fences, and sediment basins shall be installed prior to excavation.

20. Immediately following initial grading permanent vegetation will be applied in accordance with the specifications.

21. Unless a wetland restoration area, all disturbed areas shall be seeded using an approved hydroseeder or otherwise approved by owner.

NOTES:

1. Use the storm drain inlet protection for the stormwater structure.

2. The storm drain protection shall be a silt fence or sediment basin.

3. The storm drain protection shall be installed prior to excavation.

4. Perform maintenance in accordance with the specifications of the storm drain protection system.

5. The storm drain protection shall be installed prior to excavation.

6. Perform maintenance in accordance with the storm drain protection system.

90% SUBMITTAL

19-1 NORTH HILL
AC WATER MAIN
REPLACEMENT AND
SEWER UTILITY
IMPROVEMENTS

TEMPORARY EROSION AND SEDIMENT
CONTROL NOTES

G-6

6 of 2
NOTES:

1. TRENCH BACKFILL SHALL BE GETC IN ACCORDANCE WITH MOTH SPECIFICATIONS (AS SHOWN). NO RECYCLED MATERIALS WILL BE ALLOWED IN THE TRENCH.

2. BACKFILL MATERIAL EXCEPT TO PLACE LAYERS (L-80-215 OR OTHERWISE DIRECTED BY THE ENGINEER) AND COMPACTED TO 95 PERCENT MAXIMUM DENSITY AS DIRECTED BY THE ENGINEER. ALL DENSITIES SHALL BE CED TO THE MAE SPECIFICATION SECTION 34.3A-40.

3. BEDDING MATERIAL SHALL BE 8 INCHES.

4. CONSTRUCTION SHALL BE COMPLETED TO TEMPORARY PATCH PRIOR TO CLEARING THE AREA TO PERIODIC TRANSIT. ALL TEMPORARY PATCH MATERIAL SHALL BE 1 INCH.

5. PIPE Trench SHALL BE 90% CLASS 120 TO 300 D AND SHALL HAVE THICKNESS OF 6 INCHES OR RESIDENTAL STREETS AND 4 INCHES OR OTHERS.

6. COPPER RUBBER LINES SHALL BE BURIED IN A BAND 6 INCHES AROUND ALL FITTINGS AND PIPE.
EXHIBIT B

ENGINEERING COST ESTIMATES
### EXHIBIT B - ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS

#### SCHEDULE A - DISTRICT/CITY SHARED BID ITEMS

<table>
<thead>
<tr>
<th>Bid No.</th>
<th>Item Description</th>
<th>Bid Unit</th>
<th>Estimated Quantity</th>
<th>Est. Unit Cost</th>
<th>Total Cost</th>
<th>City of Des Moines</th>
<th>Highline Water District</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$79,500.00</td>
<td>$79,500.00</td>
<td>$60,000.00</td>
<td>$79,500.00</td>
</tr>
<tr>
<td>A-2</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$115,000.00</td>
<td>$115,000.00</td>
<td>$60,000.00</td>
<td>$115,000.00</td>
</tr>
<tr>
<td>A-3</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$62,500.00</td>
<td>$62,500.00</td>
<td>$62,500.00</td>
<td>$62,500.00</td>
</tr>
<tr>
<td>A-4</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$87,500.00</td>
<td>$87,500.00</td>
<td>$87,500.00</td>
<td>$87,500.00</td>
</tr>
<tr>
<td>A-5</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>A-6</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$90,000.00</td>
<td>$90,000.00</td>
<td>$90,000.00</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>A-7</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$55,000.00</td>
<td>$55,000.00</td>
<td>$55,000.00</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>A-8</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>A-9</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>A-10</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$55,000.00</td>
<td>$55,000.00</td>
<td>$55,000.00</td>
<td>$55,000.00</td>
</tr>
</tbody>
</table>

**TOTAL** $682,750.00 $412,475.00 $270,275.00

#### SCHEDULE B - CITY WORK BID ITEMS

<table>
<thead>
<tr>
<th>Bid Item No</th>
<th>Item Description</th>
<th>Bid Unit</th>
<th>Estimated Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>City of Des Moines</th>
<th>Highline Water District</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td>$41,700.00</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>B-2</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>B-3</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>B-4</td>
<td>Desalination (280% Demineralized)</td>
<td>4,000 g</td>
<td>1</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
<td>$65,000.00</td>
</tr>
</tbody>
</table>

**TOTAL** $260,000.00 $191,300.00 $68,700.00

**TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST** $431,750.00 $313,775.00
SUBJECT: Authorize Interlocal Agreement with the City of Des Moines
HWD Project 19-1 2019 AC Water Main Replacement (North Hill)

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>FINANCIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive</td>
<td>Expenditures? Yes [x] No No N/A [x]</td>
</tr>
<tr>
<td>Administrative</td>
<td>Budgeted? Yes [x] No No N/A [x]</td>
</tr>
<tr>
<td>Engineering/Operations [x]</td>
<td>Amount: $____________</td>
</tr>
</tbody>
</table>

ATTACHMENTS:
1. Resolution 19-11-20C
2. Attachment #1 - Interlocal Agreement

COMMENTS:

The District and the City of Des Moines desire to establish a formal arrangement under which the City will pay the District in consideration of the District incorporating the design of the City Work into the design of the Project and constructing the City Work in conjunction with the construction of HWD Project 19-1 2019 AC Water Main Replacement.

The District and the City of Des Moines desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking. Staff recommends approval of this resolution.

Staff recommends approval of this resolution.