

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, March 18, 2021 - 5:00 PM

NOTE: The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 and Governor Inslee's Stay-at-Home order issued March 23, 2020 in response to the COVID-19 Pandemic. Accordingly, this meeting will be held virtually using Zoom.

Public Comment continues to be encouraged and will be accepted in the following manner:

- (1) In writing, either by email to the City Clerk's Office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 p.m. day of the meeting. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
- (2) By participation via Zoom. If you wish to provide oral public comment please email the City Clerk's office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> no later than 4:00 p.m. day of the meeting to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council.

City Council meetings can also be viewed live on Comcast Channel 21 or live streamed on the City's website at www.desmoineswa.gov.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

ADMINISTRATION REPORTS

- Item 1. PORT OF SEATTLE SOUTH KING COUNTY FUND
[1First Attachment](#)
- Item 2. NORTHWEST MARITIME CENTER PRESENTATION
- Item 3. SOUND TRANSIT OPERATIONS MAINTENANCE FACILITY – SOUTH

CONSENT CALENDAR

- Item 1. APPROVAL OF VOUCHERS
[Consent Item 1](#)

Motion is to approve for payment vouchers and payroll transfers through March 11, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#162142-162198	\$ 210,829.62
Voided Check	#161887-161887	\$ (1,500.00)
Electronic Wire Transfers	# 1625-1655	\$2,006,849.25
Payroll Checks	# 19400-19401	\$ 2,003.50
Payroll Direct Deposit	# 90001-90144	\$ 375,345.49

Total Checks and Wires for A/P and Payroll: \$2,593,527.86

- Item 2. PROPERTY ACQUISITION FOR MIDWAY PARK EXPANSION IN PACIFIC RIDGE (22128 AND 22120 28TH AVE. S)
[Consent Item 2](#)

Motion 1 is to ratify and approve the agreement for purchase of the properties at 22120 28th Ave S and 22128 28th Ave S in Des Moines, for the purchase price of \$900,000 plus closing costs for each property.

Motion 2 is to direct Administration to execute any agreements necessary to proceed with demolition of the structures on the properties at 22120 28th Ave S and 22128 28th Ave. S. in Des Moines, and to make other improvements as necessary to convert these residential properties to Park property, once the current tenants vacate.

- Item 3. PUBLIC DEFENDER SERVICE CONTRACT 2021-2023
[Consent Item 3](#)

Motion is to ratify and approve the contract with Stewart MacNichols Harmell, Inc. P.S. for indigent public defense services for the period March 1, 2021 through February 28, 2023.

Item 4. WOMEN'S HISTORY MONTH PROCLAMATION

[Consent Item 4](#)

Motion is to approve the Proclamation recognizing March as Women's History Month.

Item 5. SOLE-SOURCE CONTRACT FOR THE PURCHASE OF THREE (3) GILBARCO LEGACY FUEL DISPENSERS FOR THE CITY OF DES MOINES MARINA'S FUEL DOCK

[Consent Item 5](#)

Motion 1 is to approve Draft Resolution No. 21-011 waiving state competitive bidding requirements for the purchase of three (3) Gilbarco Legacy Fuel Dispensers for the Marina's fuel dock.

Motion 2 is to approve the contract with Northwest Pump and Equipment Co for the purchase of three (3) Gilbarco Legacy Fuel Dispensers in the sum of \$53,189.29 with a contingency amount not to exceed \$5,000, and authorize the City Manager to sign the contract substantially in the form as attached.

Item 6. ARTS COMMISSION APPOINTMENT

[Consent Item 6](#)

Motion is to confirm the Mayoral appointment of Alex Cunningham to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2024.

Item 7. DISPOSAL OF ABANDONED VESSELS WITHIN THE CITY OF DES MOINES MARINA

[Consent Item 7](#)

Motion is that City Council adopt Draft Resolution No. 20-017, authorizing the disposal of the abandoned vessels 'Sea Moana', (no valid identification numbers) and 'Nordic Lady' WN1263W in an appropriate, financially responsible, and environmentally sound manner.

Item 8. ILA WITH WATER DISTRICT 54 FOR 8TH AVE S WATER MAIN REPLACEMENT INSTALLATION (SOUTH 227TH STREET TO SOUTH 223RD STREET)

[Consent Item 8](#)

Motion to approve the Interlocal Agreement between the City of Des Moines and Water District 54 regarding the 8th Ave S Water Main Installation (South 227th Street and South 223rd Street) Project and

further authorize the City Manager to sign said Agreement substantially in the form as submitted.

- Item 9. ILA WITH LAKEHAVEN WATER AND SEWER DISTRICT FOR S
272ND ST. AND VICINITY WATER MAIN REPLACEMENT PROJECT
[Consent Item 9](#)

Motion is to approve the Interlocal Agreement between the City of Des Moines and Lakehaven Water and Sewer District regarding the S. 272nd St. and Vicinity Water Main Replacement Project, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10
Minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

April 8, 2021 City Council Regular Meeting

ADJOURNMENT

First Attachment

March 18, 2021**Auditing Officer Certification**

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **March 18, 2021** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through March 11, 2021 and payroll transfers through March 5, 2021 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:



Beth Anne Wroe, Finance Director

			# From		# To	Amounts
Claims Vouchers:						
Total A/P Checks/Vouchers			162142	-	162198	210,829.62
Voided Check			161887		161887	(1,500.00)
Electronic Wire Transfer			1625	-	1655	2,006,849.25
Total claims paid						2,216,178.87
Payroll Vouchers						
Payroll Checks	3/5/2021		19400	-	19401	2,003.50
Direct Deposit			90001		90144	375,345.49
Total Paychecks/Direct Deposits paid						377,348.99
Total checks and wires for A/P & Payroll						2,593,527.86

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Property Acquisition for Midway Park
Expansion in Pacific Ridge (22128 and 22120 28th
Ave. S.)

ATTACHMENTS:

1. Purchase and Sale Agreement 22128
2. Purchase and Sale Agreement 22120
3. Map of Acquisition

FOR AGENDA OF: March 18, 2021

DEPT. OF ORIGIN: Parks, Recreation and Senior
Services

DATE SUBMITTED: March 11, 2021

CLEARANCES:

☐ Community Development _____

☐ Marina _____

☒ Parks, Recreation & Senior Services Susan M. Cope

☐ Public Works _____

CHIEF OPERATIONS OFFICER: [Signature]

☒ Legal /s/ TG

☒ Finance [Signature]

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to ratify and approve the City's acquisition of the property at 22128 28th Ave. S. and 22120 28th Ave S. in the interest of establishing more open space for Midway Park in Pacific Ridge. The City received King County Conservation Futures Tax funding in the amount of \$1.89 million dollars to continue the expansion of Midway Park and provide additional open passive recreational space for this neighborhood. The Pacific Ridge neighborhood has the largest deficit of parks and open space in the City. The following motions will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to ratify and approve the agreement for purchase of the properties at 22120 28th Ave S and 22128 28th Ave S in Des Moines, for the purchase price of \$900,000 plus closing costs for each property.

Motion 2: “I move to direct Administration to execute any agreements necessary to proceed with demolition of the structures on the properties at 22120 28th Ave S and 22128 28th Ave. S. in Des Moines, and to make other improvements as necessary to convert these residential properties to Park property, once the current tenants vacate.”

Background

As a result of a competitive grant process, the City was awarded King County Conservation Futures funds to acquire multiple parcels adjacent to Midway Park. King County also granted a match waiver, so that no City matching funds were required. Providing additional park and open spaces in the City is in accordance with the City’s Comprehensive Plan, and the Parks, Recreation and Senior Services Master Plan.

In September 2019, the property located at 22104 28th Ave S in Des Moines was purchased and the structure was demolished, beginning the Midway Park expansion. This property abuts Midway Park and expands the usable open space of the park. The adjacent parcel, 22106 28th Ave S, was also successfully purchased and has been cleared.

Most recently, the City was awarded additional Conservation Futures funds in the amount of 1.89 M, to acquire two additional adjoining parcels for Midway Park expansion. The property located at 22128 28th Ave S is the first to be purchased, with a closing date of April 6, 2021. The property located at 22120 28th Ave S will be purchased in October, 2021. Structures will be demolished as a condition of the grant award.

Additional funds are available to assist tenants with relocation. The City has allocated \$5,000 per unit to assist tenants with relocation. At the property that is scheduled to close in April, the tenants received the first \$2,500 payment March 5, 2021 and they will receive the additional \$2,500 once they have moved. This same process will be used for tenants at 22120. These funds are also eligible for reimbursement from King County.

Discussion

King County’s Conservation Futures tax levy (CFT) is a dedicated portion of property taxes collected throughout King County. CFT funds are used to purchase open space lands and conservation easements in unincorporated King County and in King County’s cities.

Midway Park is a small neighborhood park with play equipment, a sports court, picnic tables, and walking paths. It is the only open space in the Pacific Ridge neighborhood, and has incredible community support behind it. The park enjoys the community garden, which affords neighbors the opportunity to learn about growing healthy food. There is also a longstanding relationship with the Des Moines Area Food Bank, and summer meal programs. The health opportunities for physical activity are tremendous and providing more open space for this is critical to this neighborhood.

The Des Moines Parks and Recreation Master Plan cites priorities for land acquisition, with expansion of Midway Park being a land acquisition priority. Expanding Midway Park is a goal in the City of Des Moines 2035 Comprehensive Plan, Chapter 6 – The Parks, Recreation and Open Space Element. Chapter 11 is devoted to the Pacific Ridge neighborhood, and expanding open space in the area. Chapter 12 – Healthy Des Moines Element establishes goals aimed at improving access to physical

activity and healthy foods, and facilitating the long-term implementation of the Healthy Des Moines Initiative.

Expansion of the park to 28th Ave. S. will have additional benefits and result in better view corridors into Midway Park. This will also assist our Police Department in keeping Midway Park a safe environment for residents.

Acquiring the properties at 22120 29th Ave S and 22128 28th Ave S. is a critical next step in expanding this neighborhood park.

Alternatives

None. Grant funding has already been approved by the City Council for the acquisition of the properties. Ratifying and approving the purchase and sale agreements is the final step in this process.

Financial Impact

The purchase price of the 22128 28th Ave S property and the 22120 28th Ave S property is \$900,000 each and the relocation payments will total \$40,000. The City received the King County Conservation Futures Tax (CFT) grant award of \$1.89 M with no requirement for a match – as a result this project is grant funded in its entirety. The City will be responsible for the cost of demolition of the buildings.

Recommendation

Staff recommends approval of the motion.

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Form 20
Multi-Family Purchase & Sale
Rev. 7/19
Page 1 of 5

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MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. Date: April 28, 2020 MLS No.: _____ Offer Expiration Date: 05/28/2020
2. Buyer: City of Des Moines Michael Matthias (signer)
Buyer Buyer Status
3. Seller: Sammy M Arsheed Joni Arsheed
Seller Seller
4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 2156400367
22128 28th Ave S Des Moines King WA 98198
Address City County State Zip
5. Included Items: ☐ stoves/ranges; ☐ refrigerators; ☐ washers; ☐ dryers; ☐ dishwashers; ☐ hot tubs; ☐ wood stoves;
☐ fireplace inserts; ☐ satellite dishes; ☐ security systems; ☐ attached television(s); ☐ attached speaker(s); ☐ microwaves;
☐ generator; ☐ other _____
6. Purchase Price: \$ 900,000.00 Nine Hundred Thousand Dollars Dollars
7. Earnest Money: \$ 5,000.00 ☒ Check; ☐ Note; ☐ Other _____ (held by ☐ Selling Firm; ☒ Closing Agent)
8. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. Title Insurance Company: CW Title
10. Closing Agent: CW Escrow Wendy Lemieux
Company Individual (optional)
11. Closing Date: Feb 5th, 2021 April 5th, 2021 Possession Date: ☒ on Closing; ☐ Other _____
12. Services of Closing Agent for Payment of Utilities: ☒ Requested (attach NWMLS Form 22K); ☐ Waived
13. Charges/Assessments Levied Before but Due After Closing: ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
14. Seller Citizenship (FIRPTA): Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
15. Agency Disclosure: Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☒ Seller; ☐ both parties
16. Addenda: 22D(Optional Clauses) 22J(Lead Disclosure) 22K(Utilities) 22T(Title Contingency)
41C(Selling Commission) 34(Addendum)

22FM forcemajeureclosingadd

Authentisign 04/30/2020
Michael Matthias
Buyer's Signature
130/2020 4:31:08 AM PDT Date
Buyer's Signature Date
Buyer's Address
Des Moines, WA 98198
City, State, Zip
Phone No. Fax No.
Buyer's E-mail Address
Windermere RE South Inc 1840
Selling Firm MLS Office No.
Janel Stoneback 93953
Selling Broker (Print) MLS LAG No.
(206) 244-5900 (206) 478-7773 (206) 241-6837
Firm Phone No. Broker Phone No. Firm Fax No.
Burien@windermere.com
Selling Firm Document E-mail Address
Janel@windermere.com
Selling Broker's E-mail Address
111578 3553
Selling Broker DOL License No. Selling Firm DOL License No.

Authentisign 05/01/2020
Wendy Lemieux
Seller's Signature
130/2020 4:31:08 AM PDT Date
Seller's Signature Date
Seller's Address
Bellevue, WA 98005
City, State, Zip
(425) 208-9726
Phone No. Fax No.
sammyarsheed@hotmail.com
Seller's E-mail Address
RE/MAX Realty South 9389
Listing Firm MLS Office No.
Rebecca Drew 107917
Selling Broker (Print) MLS LAG No.
253-397-4911 206-755-9255 253-397-4912
Firm Phone No. Broker Phone No. Firm Fax No.
docs@realtysouthbrokers.com
Listing Firm Document E-mail Address
rebeccadrew@remax.net
Selling Broker's E-mail Address
124053 17466
Listing Broker DOL License No. Listing Firm DOL License No.

Form 20
Multi-Family Purchase & Sale
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MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

- a. Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above Included Items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment,

	04/30/2020		05/01/2020		05/01/2020
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

- f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable. Seller shall not enter into or modify existing rental agreements or leases (except that Seller may modify or terminate residential rental agreements or leases in the ordinary course of Seller's business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. This requirement may be applicable to the Property. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

- g. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

- h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. At Closing, security, cleaning, and any other unearned deposits or other reserves, shall be assigned or delivered to Buyer. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after Closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to Closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

- i. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to

	04/30/2020				05/01/2020		05/01/2020
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

Form 20
Multi-Family Purchase & Sale
Rev. 7/19
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MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT **GENERAL TERMS**

Continued

this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.

j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No.14 is correct. Seller shall execute a certification (NVMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. Income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

k. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NVMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.

o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:

i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.

q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn.

	04/30/2020		05/01/2020		05/01/2020
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS*Continued*

Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counter-offer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- v. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, operation, renovation or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; property management agreements, service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases of personal property or fixtures; leases or other agreements relating to occupancy of all or a portion of the Property and a schedule of tenants, rents, and deposits; plans, specifications, permits, applications, drawings, surveys, studies and maintenance records; and accounting records and audit reports. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within ten (10) days of either receipt of the above documents or the date that the above documents are due, whichever is earlier, then it shall be conclusively deemed that Buyer is satisfied with them. If Buyer does so give notice, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts and agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and agreements by assignment and Buyer shall assume performance of all obligations upon Closing.

MM 04/30/2020

Buyer's Initials

Date

Buyer's Initials

Date

SA 05/01/2020

Seller's Initials

Date

JA 05/01/2020

Seller's Initials

Date

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated April 28, 2020 1
between City of Des moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer
and Sammy M Arsheed Joni Arsheed ("Seller") 3
Seller Seller
concerning 22128 28th Ave S Des Moines WA 98198 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9
encroachments to Buyer's own satisfaction. 10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13
 - ☐ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16
the Homeowner's Policy of Title Insurance. 17
 - ☐ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for 18
an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's 19
Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage 20
Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and 21
the cost of any survey required by the title insurer. 22
3. ☐ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish 23
from the Property prior to Buyer taking possession. 24
4. ☐ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property 25
not later than the Possession Date. Any personal property remaining on the Property thereafter shall become 26
the property of Buyer, and may be retained or disposed of as Buyer determines. 27
5. ☐ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 28
 - ☐ public water main; ☐ public sewer main; ☐ septic tank; ☐ well (specify type) _____; 29
 - ☐ irrigation water (specify provider) _____; ☐ natural gas; ☐ telephone; 30
 - ☐ cable; ☐ electricity; ☐ other _____ 31
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 32
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 33
Buyer the information below in writing as soon as available: 34
 - WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 35
 - CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36
 - OTHER INSULATION DATA: _____ 37
7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following 38
items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite 39
dish and operating equipment; ☐ other _____ 40

<u>M.M.</u>	<u>04/30/2020</u>	<u>SA</u>	<u>05/01/2020</u>	<u>JA</u>	<u>05/01/2020</u>
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

Form 22D
Optional Clauses Addendum
Rev. 7/19
Page 2 of 2

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**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

- Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including, but not limited to architectural guidelines;
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and
 - e. Association financial statements from the prior two (2) years and current operating budget.
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
9. ☐ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer; ☐ Seller (Seller if not filled in).
10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):
11. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- a. Home warranty provider: _____
 - b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - c. Options to be included: _____ (none, if not filled in).
 - d. Other: _____
12. ☒ **Other.**
- Michael Matthias City Manager will sign on behalf of the City of Des Moines**
- Purchase of the property contingent upon successful full grant award for both 22120(2156400360) & 22128 (2156400367) from King County Council to the City of Des Moines prior to closing date.**

[M.M.]

04/30/2020

Buyer's Initials

Date

Buyer's Initials

Date

[S.A.]

05/01/2020

Seller's Initials

Date

[J.A.]

05/01/2020

Seller's Initials

Date

Form 22E
FIRPTA Certification
Rev. 7/19
Page 1 of 1

FIRPTA CERTIFICATION

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The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property ☒ at:

22128 28th Ave S

Des Moines

WA

98198

Address

City

State

Zip

or ☐ (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I ☐ AM ☒ AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is _____
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is _____

Address

City

State

Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service (IRS) and that any false statement I have made here could be punished by fine, imprisonment, or both.


Date
05/01/2020

05/01/2020

Date


Date
05/01/2020

05/01/2020

Date

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

☐ **Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

☐ **Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Buyer

Date

Buyer

Date

Form 22FM
Force Majeure and Closing Addendum
Rev. 3/20
Page 1 of 1

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FORCE MAJEURE AND CLOSING ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated April 28, 2020 1

between City Of Des Moines (signer) Michael Matthias ("Buyer") 2
Buyer Buyer

and Sammy M Arsheed Joni Arsheed ("Seller") 3
Seller Seller

concerning 22128 28th Ave S Des Moines WA 98198 (the "Property"). 4
Address City State Zip

1. **FORCE MAJEURE.** Neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's timely performance of this Agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence, making the means of performance objectively impossible. Force Majeure Events includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. This paragraph shall not affect expiration dates of offers or counteroffers. 5 6 7 8 9 10

2. **CONTINGENCIES AND CONDITIONS.** If, through no fault of Buyer or Seller and by reason of a Force Majeure Event, any contingency or condition in the Agreement cannot be timely completed, then all time periods in the applicable contingency or condition, including the time periods for the related notices and responses thereto, shall be extended for up to ____ days (10 days if not filled in) and shall be completed as soon as reasonably practicable. 11 12 13 14

3. **AUTOMATIC EXTENSION OF CLOSING.** If, through no fault of Buyer or Seller and by reason of a Force Majeure Event, the sale of the Property cannot be timely closed on the Closing Date, the Closing Date shall be extended for up to ____ days (10 days if not filled in) ("Extended Closing Date") and the sale shall be closed as soon as reasonably practicable. If the sale of the Property cannot be timely closed by the Extended Closing Date, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 15 16 17 18 19

4. **POSSESSION DATE.** The Possession Date shall be: ☒ on the Extended Closing Date; ☐ Other _____. 20

[M.M.]

04/30/2020

Buyer's Initials

Date

Buyer's Initials

Date

[S.A.]

05/01/2020

Seller's Initials

Date

[J.A.]

05/01/2020

Seller's Initials

Date

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated April 28, 2020 1
between City of Des Moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer
and Sammy M Arsheed Joni Arsheed ("Seller") 3
Seller Seller
concerning 22128 28th Ave S Des Moines WA 98198 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from ☐ the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. 9
Seller shall have _____ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11
disapproved exceptions. 12
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21
as provided for in the Agreement. 22

MM

04/30/2020

Buyer's Initials

Date

Buyer's Initials

Date

SA

05/01/2020

Seller's Initials

Date

JA

05/01/2020

Seller's Initials

Date

Form 34
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated April 28, 2020 1
between City of Des Moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer
and Sammy M Arsheed Joni Arsheed ("Seller") 3
Seller Seller
concerning 22128 28th Ave S Des Moines WA 98198 (the "Property"). 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

- Buyer agrees to pay up to \$5,000.00 per unit to tenants for tenant relocation costs contingent on successful negotiation of written agreement between buyer and seller defining terms and conditions. 6
- Buyer agrees to pay up to \$5,000.00 to seller per unit for unit vacancies contingent on successful negotiation of written agreement between buyer and seller defining terms and conditions. 10
- Buyer agrees to pay selling firm, RE/MAX Realty South (Rebecca Drew), a commission of 1% of the sales price. 13
- Seller intends to complete a 1031 tax-deferred exchange. Buyer agrees to cooperate at no expense or delay to Buyer. 18

[SA] 05/01/2020 [MM] 05/06/2020
[JA] 05/01/2020

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

[MM] 04/30/2020 [SA] 05/01/2020 [JA] 05/01/2020
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 41C
Selling Firm's Commission
Rev. 10/19
Page 1 of 1

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SELLING FIRM'S COMMISSION ADDENDUM

The following is part of the Purchase and Sale Agreement dated April 28, 2020 1
between City of Des Moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer
and Sammy M Arsheed Joni Arsheed ("Seller") 3
Seller Seller
concerning 22128 28th Ave S Des Moines WA 98198 (the "Property"). 4
Address City State Zip

☐ **Selling Firm's Commission – No SOC in Listing.** There is no offer of compensation to the Selling Firm in 5
the listing agreement, Seller agrees to pay Selling Firm a commission of _____% of sales price or 6
\$ _____. 7

☐ **Additional Selling Firm Commission – Buyer Representation Agreement.** Buyer is obligated to pay 8
Selling Firm a commission of _____% of sales price or \$ _____ as a condition of 9
a buyer representation agreement between Selling Firm and Buyer (which agreement has been provided to 10
Seller). 11

Seller's offer of compensation to the Selling Firm in the listing agreement is less than Buyer's above 12
obligation to Selling Firm. Accordingly, Seller agrees to pay Selling Firm an additional commission of 13
_____ % of sales price or \$ _____. Selling Firm's total commission paid by Seller 14
shall be _____ % of sales price or \$ _____. 15

Buyer

☒ **Selling Firm's Commission – No Listing.** There is no written listing agreement. ~~Seller~~ agrees to pay 16
Selling Firm a commission of 3 % of sales price or \$ _____. If the Earnest 17
Money is retained as liquidated damages, any costs advanced or committed by Selling Firm shall be 18
reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Selling Firm. 19

The following provision applies to each selection above: 20

If Seller shall, within six months from the date hereof, sell the Property to Buyer or someone acting on Buyer's 21
behalf, Seller shall pay Selling Firm the commission set forth above, less any portion of the above earnest 22
money retained by Selling Firm. Provided, if a commission is paid to another member(s) of a multiple listing 23
service in conjunction with such sale, the amount of commission payable to Selling Firm shall be reduced by 24
the amount paid to such other member(s). "Sell" includes a contract to sell; an exchange or contract to 25
exchange; an option to purchase; and/or a lease with option to purchase, regardless of when it closes. 26

MM 04/30/2020
Buyer's Initials Date

Buyer's Initials Date

SM 05/01/2020
Seller's Initials Date

JA 05/01/2020
Seller's Initials Date

FIRM'S ASSUMED NAME (if applicable) _____ 15
Print/Type

[SA]

05/01/2020

[JA]

05/01/2020

[MM]

04/30/2020

20140902001200.001

67038
RECORDED BY
RAINIER TITLE
2174

AFTER RECORDING MAIL TO:
Sammy Arsheed, Joni Arsheed
12411 NE 29th Street
Bellevue, WA 98005



E2688305

09/02/2014 15:20
KING COUNTY, WA
TAX \$8,457.50
SALE \$382,500.00

PAGE-001 OF 001

Filed for Record at Request of
Escrow Professionals Of Washington
Escrow Number: 4-1280-KBrm

Statutory Warranty Deed

THE GRANTOR Aaron Horwitz and Jennifer L. Horwitz, husband and wife

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to ~~Sammy Arsheed, an unmarried individual~~ ^{M. A married man,} and Joni Arsheed, an ^{as his separate estate. JA} unmarried individual

the following described real estate, situated in the County of King, State of Washington.

Lot 2, City of Des Moines Short Plat No. DE-MO-SP-78-11, recorded under Recording No. 7811141377, records of King County, Washington; Situate in the County of King, State of Washington.
Tax Parcel Number(s): 215640-0367-07

SUBJECT TO: Subject to easements, restrictions, reservations, covenants and agreements of record.

Dated August 20, 2014

Aaron Horwitz

Jennifer L. Horwitz

[MM]

04/30/2020

20140902001200.002

[SA]

05/01/2020

[JA]

05/01/2020

STATE OF Washington
COUNTY OF King SS:

I certify that I know or have satisfactory evidence that Aaron Horwitz and Jennifer L. Horwitz
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they
signed this instrument and acknowledge it to be his/her/their free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: 8/21/2014

Kris E Blackburn



Notary Public in and for the State of Washington

Residing at Seattle

My appointment expires: 01-17-2015

AGENCY DISCLOSURE

Washington State law requires real estate brokers to disclose to all parties to whom the broker renders real estate brokerage services whether the broker represents the seller (or lessor), the buyer (or lessee), both the seller/lessor and buyer/lessee, or neither. 1
2
3

This form is for use when the transaction forms **do not** otherwise contain an agency disclosure provision. 4

THE UNDERSIGNED BROKER REPRESENTS: Seller, 5

THE UNDERSIGNED BUYER / LESSEE OR SELLER / LESSOR ACKNOWLEDGES RECEIPT
OF A COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY" 6
7

Seller  05/01/2020 8
5/1/2020 6:10:27 PM PDT Signature Date

Seller  05/01/2020 9
5/1/2020 6:25:24 PM PDT Signature Date

Signature Date 10

Signature Date 11

BROKER Rebecca Drew 12
Print/Type

BROKER'S SIGNATURE  05/01/2020 13
5/1/2020 5:02:56 PM PDT

FIRM NAME AS LICENSED RE/MAX Realty South 14
Print/Type

FIRM'S ASSUMED NAME (if applicable) _____ 15
Print/Type

Form 47
Seller Representation
Rev. 5/14
Page 1 of 2

**SELLER REPRESENTATION AGREEMENT
(NO MARKETING - SALE TO IDENTIFIED BUYER)**

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Sammy Arsheed Joni Arsheed ("Seller") 1
hereby retains RE/MAX Realty South, ("Real Estate Firm" or "Firm") 2
to represent Seller in the sale of the real property commonly known as 22128 28th Ave S 3
in the City of Des Moines, County of King, State of WA, Zip 98198; 4
and legally described as: LOT 2, BLOCK _____, 5
DIVISION _____, VOL _____, PAGE _____ 6
_____, ("the Property") 7
to City of Des Moines Michael Matthias (signer) ("Buyer"). 8

1. **BUYER.** Firm agrees to represent Seller in the sale of the Property to Buyer, who Seller has identified as the 9
likely purchaser. If a purchase and sale agreement between Buyer and Seller is not mutually accepted by 10
30 (30 days from the effective date hereof, if not filled in), then this Seller Representation 11
Agreement (the "Agreement") shall terminate. 12

2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint Rebecca Drew 13
as Seller's Broker. This Agreement creates an agency relationship with Seller's Broker and any of Firm's brokers 14
who supervise Seller's Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated 15
with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on 16
Seller's behalf as and when needed. If Buyer is represented by one of Firm's brokers other than Seller's Broker 17
("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a 18
dual agent. If Buyer is also represented by Seller's Broker, Seller consents to Seller's Broker and Supervising 19
Broker acting as dual agents. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate 20
Agency." Seller waives the right to duties provided for in RCW 18.86 to the extent inconsistent with this 21
Agreement. 22

3. **COMPENSATION.** ~~Seller~~ Buyer shall pay Firm compensation of (fill in one and strike the other) 1 % of the 23
sales price, or \$ _____ ("Total Commission") for representing Seller in the sale of the Property 24
to Buyer. No compensation from Seller is otherwise due. 25

4. **MULTIPLE LISTING SERVICE.** MLS means "Northwest Multiple Listing Service." Seller authorizes Firm to 26
provide this Agreement to MLS and report the sale of the Property (including price and all terms) to MLS and to 27
its members, financial institutions, appraisers, and others related to the sale. MLS is an intended third party 28
beneficiary of this Agreement. 29

5. **NO MARKETING AND FAIR MARKET VALUE.** Seller acknowledges that Firm will not market the Property 30
(through MLS or otherwise), even though exposure of the Property to the open market through MLS will increase 31
the likelihood that Seller will receive fair market value for the Property. Seller understands that selling the 32
Property to Buyer without exposure of the Property to the market may cause the Seller to receive a lower 33
purchase price or other less favorable terms. 34

6. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the 35
Property and represents that, to the best of Seller's knowledge, there are no structures or boundary indicators 36
that either encroach on adjacent property or on the Property. Seller agrees to indemnify and hold Firm and other 37
members of MLS harmless in the event the foregoing warranties and representations are incorrect. 38

7. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are 39
insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or 40
mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not 41
automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as 42

SA 05/01/2020
Seller's Initials Date

JA 05/01/2020
Seller's Initials Date

**SELLER REPRESENTATION AGREEMENT
SALE TO IDENTIFIED BUYER**

Continued

Firm's commission. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.

8. SELLER DISCLOSURE STATEMENT. Unless Seller is exempt under RCW 64.06, Seller shall provide to Buyer as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 (Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate.

9. DAMAGES IN THE EVENT OF BUYER'S BREACH. In the event Seller retains earnest money as liquidated damages on Buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm.

10. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

Are the undersigned the sole owner(s)? ☒ YES ☐ NO

Authentisign
05/01/2020
Seller's Signature
Date
05/01/2020
Date
05/01/2020
Date

RE/MAX Realty South
Real Estate Firm
05/01/2020
Rebecca Drew
Broker's Signature
Date

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Form 20
Multi-Family Purchase & Sale
Rev. 7/19
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MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. Date: May 14, 2020 MLS No.: _____ Offer Expiration Date: 05/22/2020
2. Buyer: City of Des Moines Michael Matthias (signer)
Buyer Buyer Status
3. Seller: Kanwalpreet Singh Sidhu Kanwardeep Kaur Sidhu
Seller Seller
4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 2156400360
22120 28th Ave S Des Moines King WA 98198
Address City County State Zip
5. Included Items: ☐ stoves/ranges; ☐ refrigerators; ☐ washers; ☐ dryers; ☐ dishwashers; ☐ hot tubs; ☐ wood stoves;
☐ fireplace inserts; ☐ satellite dishes; ☐ security systems; ☐ attached television(s); ☐ attached speaker(s); ☐ microwaves;
☐ generator; ☐ other _____
6. Purchase Price: \$ 900,000.00 Nine Hundred Thousand Dollars Dollars
7. Earnest Money: \$ 5,000.00 ☒ Check; ☐ Note; ☐ Other _____ (held by ☐ Selling Firm; ☒ Closing Agent)
8. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. Title Insurance Company: CW Title
10. Closing Agent: CW Escrow Wendy Lemieux
Company Individual (optional)
11. Closing Date: October 31st, 2021; Possession Date: ☒ on Closing; ☐ Other _____
12. Services of Closing Agent for Payment of Utilities: ☒ Requested (attach NWMLS Form 22K); ☐ Waived
13. Charges/Assessments Levied Before but Due After Closing: ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
14. Seller Citizenship (FIRPTA): Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
15. Agency Disclosure: Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☒ Seller; ☐ both parties
16. Addenda: 22D(Optional Clauses) 22J(Lead Disclosure) 22K(Utilities) 22T(Title Contingency)
41C(Selling Commission) 34(Addendum)

Michael Matthias

5-29-2020

Buyer's Signature

Date

Buyer's Signature

Date

Buyer's Address

Des Moines, WA 98198

City, State, Zip

Phone No.

Fax No.

Buyer's E-mail Address

Windermere RE South Inc

1840

Selling Firm

MLS Office No.

Janel Stoneback

93953

Selling Broker (Print)

MLS LAG No.

(206) 244-5900

(206) 478-7773

(206) 241-6837

Firm Phone No.

Broker Phone No.

Firm Fax No.

Burien@windermere.com

Selling Firm Document E-mail Address

Janel@windermere.com

Selling Broker's E-mail Address

111578

3553

Selling Broker DOL License No.

Selling Firm DOL License No.

5/29/20

Seller's Signature

Date

Kanwardeep Kaur Sidhu

05/22/20

Seller's Signature

Date

10611 SE 304th Way

Seller's Address

Auburn, WA 98092

City, State, Zip

(586) 491-0393

Phone No.

Fax No.

mybroker7@gmail.com

Seller's E-mail Address

Listing Firm

MLS Office No.

Listing Broker (Print)

MLS LAG No.

Firm Phone No.

Broker Phone No.

Firm Fax No.

Listing Firm Document E-mail Address

Listing Broker's E-mail Address

Listing Broker DOL License No.

Listing Firm DOL License No.

MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above Included Items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment,

MM	5-29-2020	L.S.S.	05/22/2020	J.K.S.	05/22/2020
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

Form 20
Multi-Family Purchase & Sale
Rev. 7/19
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MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT **GENERAL TERMS**

Continued

and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

- f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable. Seller shall not enter into or modify existing rental agreements or leases (except that Seller may modify or terminate residential rental agreements or leases in the ordinary course of Seller's business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. This requirement may be applicable to the Property. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

- g. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

- h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. At Closing, security, cleaning, and any other unearned deposits or other reserves, shall be assigned or delivered to Buyer. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after Closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to Closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

- i. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to

MM 5-29-2020

Buyer's Initials

Date

Buyer's Initials

Date

Y.S. 5/22/2020

Seller's Initials

Date

J.K.S. 6/22/20

Seller's Initials

Date

Form 20
Multi-Family Purchase & Sale
Rev. 7/19
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MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT **GENERAL TERMS**

Continued

- this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No.14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn.

MM 5-29-9090

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 20
Multi-Family Purchase & Sale
Rev. 7/19
Page 5 of 5

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MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT **GENERAL TERMS**

Continued

- Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counter-offer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. **Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, operation, renovation or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; property management agreements, service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller, leases of personal property or fixtures; leases or other agreements relating to occupancy of all or a portion of the Property and a schedule of tenants, rents, and deposits; plans, specifications, permits, applications, drawings, surveys, studies and maintenance records; and accounting records and audit reports. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within ten (10) days of either receipt of the above documents or the date that the above documents are due, whichever is earlier, then it shall be conclusively deemed that Buyer is satisfied with them. If Buyer does so give notice, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts and agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and agreements by assignment and Buyer shall assume performance of all obligations upon Closing.

MM	5-29-2020	K.S.S.	5/22/2020	K.K.S.	05/22/20
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

Form 22D
Optional Clauses Addendum
Rev. 7/19
Page 1 of 2

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**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 14, 2020 1

between City of Des moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer

and Kanwalpreet Singh Sidhu Kanwardeep Kaur Sidhu ("Seller") 3
Seller Seller

concerning 22120 28th Ave S. Des Moines WA 98198 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6-10

2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13

☐ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17

☐ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22

3. ☐ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24

4. ☐ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27

5. ☐ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 28
☐ public water main; ☐ public sewer main; ☐ septic tank; ☐ well (specify type) _____; 29
☐ irrigation water (specify provider) _____; ☐ natural gas; ☐ telephone; 30
☐ cable; ☐ electricity; ☐ other _____ 31

6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 32-34

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 35

CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36

OTHER INSULATION DATA: _____ 37

7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____ 38-40

MM 5-29-2020 K.S.S. 05/22/2020 K.K.S. 05/22/20
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 22D
Optional Clauses Addendum
Rev. 7/19
Page 2 of 2

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**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:

- a. Association rules and regulations, including, but not limited to architectural guidelines;
- b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
- c. Association meeting minutes from the prior two (2) years;
- d. Association Board of Directors meeting minutes from the prior six (6) months; and
- e. Association financial statements from the prior two (2) years and current operating budget.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

9. ☐ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer; ☐ Seller (Seller if not filled in).

10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

11. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:

- a. Home warranty provider: _____
- b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
- c. Options to be included: _____ (none, if not filled in).
- d. Other: _____

12. ☒ **Other.**

Michael Matthias City Manager will sign on behalf of the City of Des Moines

Purchase of the property contingent upon successful full grant award from King County Council to the City of Des Moines prior to closing date.

<u>MM</u>	<u>5-29-2020</u>	<u>K.S.S.</u>	<u>6/22/2020</u>	<u>K.S.S.</u>	<u>6/22/2020</u>
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

Form 22E
FIRPTA Certification
Rev. 7/19
Page 1 of 1

FIRPTA CERTIFICATION

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The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property ☒ at:

22120 28th Ave S Des Moines WA 98198
Address City State Zip

or ☐ (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I ☐ AM ☒ AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is _____
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is 10611 SE 304th way Aburn WA 98092
Address City State Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

[Signature] 05/22/2020 Kamrudeen Kaur Sidhu 05/22/20
Seller Date Seller Date

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

☐ **Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

☐ **Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Michael Matthias 5-29-2020 _____
Buyer Date Buyer Date

Form 22FM
Force Majeure and Closing Addendum
Rev. 3/20
Page 1 of 1

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FORCE MAJEURE AND CLOSING ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 14, 2020 1

between City of Des Moines Michael Matthias (signer) ("Buyer") 2

and Kanwalpreet Singh Sidhu Kanwardeep Kan, Sidhu ("Seller") 3

concerning 22120 28th Ave S Des Moines WA 98198 (the "Property"). 4

Address City State Zip

1. **FORCE MAJEURE.** Neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's timely performance of this Agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence, making the means of performance objectively impossible. Force Majeure Events includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. This paragraph shall not affect expiration dates of offers or counteroffers. 5

2. **CONTINGENCIES AND CONDITIONS.** If, through no fault of Buyer or Seller and by reason of a Force Majeure Event, any contingency or condition in the Agreement cannot be timely completed, then all time periods in the applicable contingency or condition, including the time periods for the related notices and responses thereto, shall be extended for up to _____ days (10 days if not filled in) and shall be completed as soon as reasonably practicable. 11

3. **AUTOMATIC EXTENSION OF CLOSING.** If, through no fault of Buyer or Seller and by reason of a Force Majeure Event, the sale of the Property cannot be timely closed on the Closing Date, the Closing Date shall be extended for up to _____ days (10 days if not filled in) ("Extended Closing Date") and the sale shall be closed as soon as reasonably practicable. If the sale of the Property cannot be timely closed by the Extended Closing Date, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 15

4. **POSSESSION DATE.** The Possession Date shall be: ☐ on the Extended Closing Date; ☐ Other _____ 20

MM 5-29-2020 K.S.S. 05/22/2020 K.S.S. 05/22/2020
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 22J
Disclosure Lead Based Paint & Hazards
Rev. 7/10
Page 1 of 2

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated May 22, 2020 1

between City Of Des Moines Michael Matthias (signer) ("Buyer" and/or "Lessee") 2
Buyer and/or Lessee Buyer and/or Lessee

and Kanwalpreet Singh Sidhu Kanwardeep Kaur Sidhu ("Seller" and/or "Lessor") 3
Seller and/or Lessor Seller and/or Lessor

concerning 21220 28th Ave S Des Moines WA 98198 (the "Property"). 4
Address City State Zip

Purchase & Sale Agreement Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 6
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Lease Agreement Lead Warning Statement 15

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 16
17
18
19
20

Cancellation Rights 21

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, **unless Buyer receives this disclosure prior to entering the Agreement.** 22
23
24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 25

Seller's/Lessor's Disclosure 26

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 27
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 28
☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 29
(b) Records and reports available to the Seller/Lessor (check one below): 30
☐ Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 31
32
33
34
☒ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 35
36

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate. 37
38

[Signature] 05/22/2020 Kanwardeep Kaur Sidhu 05/22/20 39
Seller/Lessor Date Seller/Lessor Date

MM 5-29-2020
Buyer/Lessee Initials Date Buyer/Lessee Initials Date Seller/Lessor Initials Date Seller/Lessor Initials Date

Form 22J
Disclosure Lead Based Paint & Hazards
Rev. 7/10
Page 2 of 2

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment

- (c) Buyer/Lessee has received copies of all information listed above. 40
- (d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 41
- (e) Buyer has (check one below only if Purchase and Sale Agreement): 42
- ☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 43
and/or lead-based paint hazards. 44
- ☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based 45
paint and/or lead-based paint hazards on the following terms and conditions: 46
- This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of 47
lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at 48
the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See 49
the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 50
- This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives 51
written notice of disapproval of the risk assessment or inspection to the Seller within 52
(10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing 53
deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment 54
report. 55
- The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's 56
receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified 57
by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at 58
Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk 59
assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. 60
In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), 61
including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If 62
such an agreement on non-repair remedies is secured in writing before the expiration of the time period 63
set forth in this subparagraph, then this contingency will be deemed satisfied. 64
- If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk 65
assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then 66
Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not 67
filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice 68
pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be 69
returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to 70
give a written notice of termination means that the Buyer will be required to purchase the Property 71
without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection 72
and without any alternative remedy for those conditions. 73
- Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS 74
Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection 75
and/or risk assessment report(s). 76

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 77
by Buyer are true and accurate. 78

Michael Matthias 5-29-2020 _____ 80
Buyer/Lessee Date Buyer/Lessee Date

Brokers' Acknowledgment

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are 81
aware of their responsibility to ensure compliance. 82

David Ohmm 5/28/20 _____ 83
Selling Broker Date Listing Broker Date

MM 5-29-2020 _____ 84
Buyer/Lessee Initials Date Buyer/Lessee Initials Date

K.S.S. 5/22/2020 J.K.S. 5/22/20
Seller/Lessor Initials Date Seller/Lessor Initials Date

Buyer's initials	Date	Buyer's initials	Date	Buyer's initials	Date	Buyer's initials	Date
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Form 22T
Title Contingency Addendum
Rev. 7/15
Page 1 of 1

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TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 14, 2020 1

between City of Des Moines Michael Matthias (signer) ("Buyer") 2
Buyer 2
and Kanwalpreet Singh Sidhu Kanwalpreet Singh Sidhu ("Seller") 3
Seller 3
concerning 22120 28th Ave S Des Moines WA 98198 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from ☐ the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. 9
Seller shall have _____ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11
disapproved exceptions. 12
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21
as provided for in the Agreement. 22

<u>MM</u>	<u>5-29-2020</u>	<u>K.S.S.</u>	<u>05/29/2020</u>	<u>K.S.S.</u>	<u>05/22/20</u>
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

Form 34
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 14, 2020 1

between City of Des Moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer

and Kanwalpreet Singh Sidhu Kanwardheep Kaur Sidhu ("Seller") 3
Seller Seller

concerning 22120 28th Ave S Des Moines WA 98198 (the "Property"). 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

-Buyer agrees to pay up to \$5,000.00 per unit to tenants for tenant relocation costs contingent on successful negotiation of written agreement between buyer and seller defining terms and conditions. 6
7

-Buyer agrees to pay up to \$5,000.00 to seller per unit for unit vacancies contingent on successful negotiation of written agreement between buyer and seller defining terms and conditions. 8
9
10

-Seller intends to complete 1031 tax exchange, Closing will occur after December 31st 2020 but no later than ~~August~~ OCT 31 2021 30th 2021. Once seller finds appropriate 1031 tax exchange property after January 1st 2021, seller will provide 30 day notice to Buyer to close. Buyer agrees to cooperate at no expense or delay to the seller. 11
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-Until the date of closing, if Buyer purchases the property to the immediate south (22128 28th Ave S, Des Moines, WA, 98198) at a purchase price above \$900,000, the Buyer agrees to adjust the purchase price of subject property (22120 28th Ave S, Des Moines, WA, 98198) to match that higher purchase price. This provision expires upon successful closing of subject property. 18
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

MM 5-29-2020 K.S.S. 05/21/2020 K.S.S. 05/22/20
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 41C
Selling Firm's Commission
Rev. 10/19
Page 1 of 1

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SELLING FIRM'S COMMISSION ADDENDUM

The following is part of the Purchase and Sale Agreement dated May 14, 2020 1
between City of Des Moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer Kanwalpreet Singh Sidhu Kanwardap Kaur Sidhu ("Seller") 3
Seller Seller concerning 22120 28th Ave S Des Moines WA 98198 (the "Property"). 4
Address City State Zip

- ☐ **Selling Firm's Commission – No SOC in Listing.** There is no offer of compensation to the Selling Firm in the listing agreement, Seller agrees to pay Selling Firm a commission of _____% of sales price or \$ _____.
- ☐ **Additional Selling Firm Commission – Buyer Representation Agreement.** Buyer is obligated to pay Selling Firm a commission of _____% of sales price or \$ _____ as a condition of a buyer representation agreement between Selling Firm and Buyer (which agreement has been provided to Seller).
Seller's offer of compensation to the Selling Firm in the listing agreement is less than Buyer's above obligation to Selling Firm. Accordingly, Seller agrees to pay Selling Firm an additional commission of _____% of sales price or \$ _____. Selling Firm's total commission paid by Seller shall be _____% of sales price or \$ _____.
- Buyer M.M.
- ☒ **Selling Firm's Commission – No Listing.** There is no written listing agreement. Seller agrees to pay Selling Firm a commission of 3% of sales price or \$ _____. If the Earnest Money is retained as liquidated damages, any costs advanced or committed by Selling Firm shall be reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Selling Firm.

The following provision applies to each selection above:

If Seller shall, within six months from the date hereof, sell the Property to Buyer or someone acting on Buyer's behalf, Seller shall pay Selling Firm the commission set forth above, less any portion of the above earnest money retained by Selling Firm. Provided, if a commission is paid to another member(s) of a multiple listing service in conjunction with such sale, the amount of commission payable to Selling Firm shall be reduced by the amount paid to such other member(s). "Sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase, regardless of when it closes.

M.M. 5-29-2020 K.S.S. 05/22/2020 K.K.S. 05/22/20
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 42
Agency Disclosure
Rev. 7/10
Page 1 of 1

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AGENCY DISCLOSURE

Washington State law requires real estate brokers to disclose to all parties to whom the broker renders real estate brokerage services whether the broker represents the seller (or lessor), the buyer (or lessee), both the seller/lessor and buyer/lessee, or neither.

This form is for use when the transaction forms **do not** otherwise contain an agency disclosure provision.

THE UNDERSIGNED BROKER REPRESENTS: Buyer, City of Des Moines

THE UNDERSIGNED BUYER / LESSEE OR SELLER / LESSOR ACKNOWLEDGES RECEIPT OF A COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY"

BUYER Michael Matthias 5-29-2020
Signature Date

Signature Date

Signature Date

Signature Date

BROKER Janel Stoneback Print/Type

BROKER'S SIGNATURE Janel Stoneback

FIRM NAME AS LICENSED Windermere Real Estate South Inc Print/Type

FIRM'S ASSUMED NAME (if applicable) Print/Type

F.T.S.
J.S.

NEXTITLE | Recorded by NextTitle
A TITLE & ESCROW CO. Order No. 227579
When recorded return to: 2174
Kanwalpreet Singh Sidhu and Kanwardeep Kaur
Sidhu
22120 28th Ave S
Des Moines, WA 98198



M.M.

E2808473

07/12/2016 11:52
KING COUNTY, WA
TAX \$10.00
SALE \$0.00

PAGE-001 OF 001

QUIT CLAIM DEED

Order No.: NXWA-0227579
Title Order No.: NXWA-0227579

THE GRANTOR(S)

Kanwalpreet Singh Sidhu, a married man as his separate estate

for and in consideration of Establish Community Property.

conveys and quit claims to

Kanwalpreet Singh Sidhu and Kanwardeep Kaur Sidhu, husband and wife

the following described real estate, situated in the County of King, State of Washington:

together with all after acquired title of the grantor(s) herein:

See Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

Abbreviated Legal: LT 1, CITY OF DES MOINES SPL NO. DES-MO-SP 78-11, REC NO. 7811141377, KING CO., WA

Tax Parcel Number(s): 2156400360

Dated: 07/06/16

[Signature]
Kanwalpreet Singh Sidhu

K.K.S.
K.K.S.

STATE OF: WA
COUNTY OF: King

On this day personally appeared before me Kimberly Jones to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 6th day of July, 2016.

[Signature]
Notary Public residing at Redmond, WA
Printed Name: Kimberly Jones
My Commission Expires: 12/11/2017

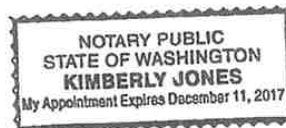


EXHIBIT A
Legal Description

LOT 1, CITY OF DES MOINES SHORT PLAT NUMBER DES-MO-SP-78-11, ACCORDING TO THE
SHORT PLAT RECORDED UNDER RECORDING NUMBER 7811141377, RECORDS OF KING
COUNTY, WASHINGTON.

MM

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

*K. F. S.
J. J. S.*



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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Defense Services Contract
2021-2023

ATTACHMENTS:

1. Contract 2021-2023
2. Selection letter from City Manager

FOR AGENDA OF: March 18, 2021

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 8, 2021

CLEARANCES:

- ☐ Community Development
- ☐ Marina
- ☐ Parks, Recreation & Senior Services
- ☐ Public Works

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance Anthony G. Grier

☒ Court 868

☐ Police

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to request City Council ratification and approval of a contract to provide indigent criminal defense services for a two year term with the law firm Stewart MacNichols Harmell, Inc. P.S.

Suggested Motion

Motion: "I move to ratify and approve the contract with Stewart MacNichols Harmell, Inc. P.S. for indigent public defense services for the period March 1, 2021 through February 28, 2023."

Background

The City's prior contract for indigent criminal defense services expired February 28, 2021. The City initiated a Request for Proposals process and sought competitive responses from interested attorneys and firms for a two year contract to provide criminal defense services to qualifying defendants.

The City received a number of diverse proposals. A committee was formed consisting of court staff, probation, and administration as well as the City Manager from Normandy Park. The City Attorney's Office is prohibited by law from engaging in the selection process and therefore did not participate. After review of the proposals, the committee selected the law firm of Stewart MacNichols Harmell, Inc. P.S. to provide criminal defense services.

Discussion

The selected firm and attorneys offer extensive experience in indigent criminal defense. The attorneys have proven they can work with a variety of people from all backgrounds and are familiar with the myriad of issues that indigent clients face within the City of Des Moines. The attorneys are aware of all legal requirements of this contract as well as the specific expectations that the Des Moines Municipal Court has, such as specialized training in computer software as well therapeutic court training (DUI Court).

The selection of Stewart MacNichols Harmell, Inc. P.S. should provide a seamless transition for the next two years of public defense services in Des Moines.

Alternatives

Ask the Committee to reconsider their decision and either select another proposal or seek additional proposals. This is not recommended.

Financial Impact

The contract calls for a flat fee of \$350 per case. The total cost of the contract will depend heavily on the volume of cases filed, which is difficult to predict. There are additional "other" costs that are billed if they occur. These events, such as appeals and special set trials, rarely occur and will not likely effect the contract amount to an appreciable degree.

Recommendation

Administration recommends that Council approve the proposed contract with Stewart MacNichols Harmell, Inc. P.S.

AGREEMENT FOR PUBLIC DEFENDER SERVICES
FOR DES MOINES MUNICIPAL COURT

WHEREAS, the City of Des Moines, Washington (hereinafter "City") provides public defense services pursuant to contract, and

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur v. Mt. Vernon* (hereinafter "the Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth Amendment to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting systems, and

WHEREAS, the City requires this contract to be in compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Executive Order No. 14-005; now therefore,

In consideration of the mutual benefits to be derived and the promises contained herein, the **CITY OF DES MOINES**, Washington, a municipal corporation ("City") and Stewart MacNichols Harmell, Inc. P.S. (the "Public Defender(s)") have entered into this Agreement.

1. **Scope of Services, Standards and Warranties.** The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Executive Order No. 14-005 as the same exists or is hereafter amended (hereinafter "Standards") and the Decision. The Public Defender individually warrants that he/she, and every Attorney/Public Defender and/or intern employed by the Public Defender to perform services under this contract, has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement. The Public Defender, and every Public Defender and/or Attorney or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load

quarterly with the Des Moines Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every Public Defender and/or Attorney or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.1 Screening. Determination of indigency for eligibility for appointed counsel under this agreement shall be determined by an independent screening process established by the City. Should the independent screener performing the screening determine a defendant is not eligible for assigned counsel, the independent screener shall so advise the Des Moines Municipal Court.

1.2 Twenty-Four Hour Telephone Access. The Public Defenders shall provide to the Des Moines Police Department a telephone number or numbers at which a Public Defender can be reached twenty-four (24) hours each day for advice to defendants during the course of police investigations or arrests for violations of law.

1.3 Client Contact. Public Defender agrees to attempt to contact the client within five (5) days of receiving the notice of appointment by the Des Moines Municipal Court if the defendant is out of custody and within seventy-two (72) hours if the defendant is in custody. Public Defender shall make reasonable efforts to confer with defendants about cases prior to court hearings and the Public Defender shall be available for office consult and shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel whether such inquiries are received by letter, telephone, email, or otherwise. Public Defender shall be available for attorney-client consultations at the jail prior court hearings.

1.4 Recordkeeping: Public Defender will maintain records documenting all work performed on each assigned case.

a. Monthly Reports: Public Defender will maintain and provide to the City a monthly report detailing the number of cases to which the Public Defender was appointed, the names of the defendants to which the Public Defender was appointed, the case number, the date of appointment, and the charge(s) filed against the defendant.

b. Quarterly Reports: Public defender shall submit quarterly reports which include the number of appellate cases filed during the preceding quarter, if any, the total number of cases assigned to each Public Defender during the preceding quarter, year-to-date appointments and CLE/training hours completed for each Public Defender during the preceding quarter.

1.5 Each Public Defender agrees to attend a minimum of seven (7) hours of criminal defense training/continued legal education classes each year. Each Public Defender may submit proof of payment of such training to the City and the City agrees to reimburse the Public Defender up to a maximum of \$500 each, per year for the costs of such training/education. The training must be approved by the Washington State Office of Public Defense (OPD) in compliance with the OPD Improvement Program Training requirements. This requirement also applies to associate counsel. Each Public Defender shall submit a copy of their CLE credit transcript from the WSBA annually.

1.6 The Public Defender further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.7 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

1.8 Therapeutic Courts: The Des Moines Court operates a DUI court. As a representative, the Public Defender may be required to attend out of state training for therapeutic court to help ensure the program's success. The Des Moines DUI court is a post-conviction program that combines drug and alcohol treatment with intensive court supervision to reduce DUI recidivism. DUI courts use evidence-based practices, employing the ten guiding principles established by the National Center for DWI Courts. DUI Courts target offenders who are identified as high-risk and high-need. Judges, defense attorneys, prosecutors, law enforcement officers, probation officers and treatment providers are trained in the DUI court model and work cooperatively to oversee and manage participants' progress. DUI Court emphasizes accountability and long-term treatment.

1.9 Technology: The Public Defenders must be knowledgeable in different aspects of court technology, such as JABS, OCourt, SCORE, other county or statewide systems, Zoom.

2. Compensation. As used below, payment to "Public Defenders" means a single payment and not a payment to each Public Defender.

2.1 The City shall pay to the Public Defenders for services rendered under this Agreement, a rate of \$350 per case assigned to the Public Defenders for the term of this Contract.

This contract contemplates regularly scheduled Court hearings to occur at the following times:

Court Schedule:

Every Tuesday and Wednesday (all day); Friday mornings

Two (2) days per month for scheduled jury trials.

Video court at Score Monday through Friday (see below);

Courtesy counsel is required at arraignment calendars once per week.

- a. Video Court: The Public Defenders shall appear Monday through Friday for video court public defender services to defendants charged under ordinances of the City or state misdemeanor or gross misdemeanor statutes who are detained at the South Correctional Entity ("SCORE"). Public defense services will be provided in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction and in conformance with WSBA's standards for the provision of public defense services as codified in the Rules for Professional Conduct, the Decision and the Des Moines Municipal Code as now existing or hereafter adopted or amended.
- b. The City shall pay an additional \$500 to Public Defenders for a "special set" jury trial that is scheduled and held on a court day other than the regularly scheduled 2 trial days per month as per Section 2.1

- c. The City shall pay an additional \$850 per RALJ appeal to the Superior Court in which a brief has been filed by the Public Defenders, which sum is over and above all compensation paid for legal services before the Court.
- d. The City may schedule additional Court days with 30 days written notice to the Public Defender, or such shorter time upon agreement by the Public Defender.
- e. DUI Court: The City shall pay the Public Defender \$175 per calendared day for serving as Public Defender for the City of Normandy Park and the City of Des Moines' bi-monthly DUI calendar. This fee represents the City's one-half share of the Public Defender's billed fees, the other half to be paid by the City of Normandy Park.

2.2 The compensation amount represents the salary and benefits necessary to provide the services for the City and as supplemented in Section 2.6 below. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense services will comply with the Standards and Decision with an adequate reserve capacity for each Public Defender.

2.3 Case Counts. Based upon case counts maintained by Public Defender and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately 400 cases per year. As provided in the Standards, the case counts also include the Public Defender's appearance at all arraignment calendars. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City has adopted an unweighted case count. Monthly stats are due the following month.

2.4 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the City shall review any particular case with the Public Defender

to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.5 Base Compensation. Except as expressly provided in Section 2.6, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.6 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

a. Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting Public Defenders making any charge or court files pertaining to the underlying case.

b. Preauthorized Non-Routine Expenses. Non-routine case expenses requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or Public Defenders, non-routine expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research; or
- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any

expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

c. Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

d. Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus Public Defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

e. Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

f. Records. To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

g. Process Service. The normal, reasonable cost for the service of a subpoena.

2.7 Review and Renegotiation.

a. Due to Increases or Decreases in Case Load.

The City and the Public Defender shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed 400 cases per year or 100 cases per quarter, the parties may renegotiate this contract to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly case loads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this contract and comply with state and local standards.

b. Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term of Agreement. The term of this agreement shall be from March 1, 2021 for a two (2) year initial term through February 28, 2023, unless sooner terminated as provided herein. The Agreement may be extended for one (1) additional two (2) year term at the mutual agreement of the parties, not to exceed four (4) years in total.

3.1 For Cause. This agreement may be terminated for good cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Public Defender or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be

subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Obligations Survive Termination. In the event of termination of this agreement, the following obligations shall survive and continue:

a. **Representation.** The compensation established in this agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level through dismissal, plea or sentencing, provided however, that the public defender may withdraw after thirty (30) calendar days with respect to any matter which has not been set for trial within sixty (60) days of termination. Probation will be assigned to successor counsel.

b. The provisions of sections 1 through 5 shall survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.4 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials,

agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

5.1 It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

5.2 The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

5.3 This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or sub-Public Defenders of the Public Defender.

6.1 Public Defenders shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to person or damage to property which may arise from or in connection with the performance of the work hereunder by Public Defender. Public Defenders shall obtain and maintain Professional Liability insurance appropriate to Public Defenders' profession. Professional Liability insurance shall be written with limits no less than \$500,000 per claim and \$1,000,000 policy aggregate limit. Public Defenders' insurance shall be primary insurance as respects the City. Public Defenders' insurance coverage shall not be cancelled except after thirty (30) days prior written notice to the City by certified mail, return receipt requested. Public Defenders shall furnish the City with written certificates evidencing

compliance with insurance requirements within 30 days of commencement of work.

6.2 Verification of Coverage. Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and sub-Public Defenders in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Public Defender's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this

Agreement by the Public Defender without the express written consent of the City shall be void.

10. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional Public Defender may be added to this Agreement by adding his or her signature to these agreements.

11. **Entire Agreement; Prior Agreement Superseded.** The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

12. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY:

City of Des Moines
21630 11th Ave. South
Des Moines, WA 98198

PUBLIC DEFENDER:

Stewart MacNichols Harmell
655 West Smith Street, Suite 210
Kent, WA 98032 253-859-8840

13. **Nonwaiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. **Resolutions of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be

referred to the Contract Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorney's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in King County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26 day of February, 2021.

APPROVED AS TO FORM:

Tim George /s/

City Attorney

CITY OF DES MOINES:



Michael Matthias
City Manager

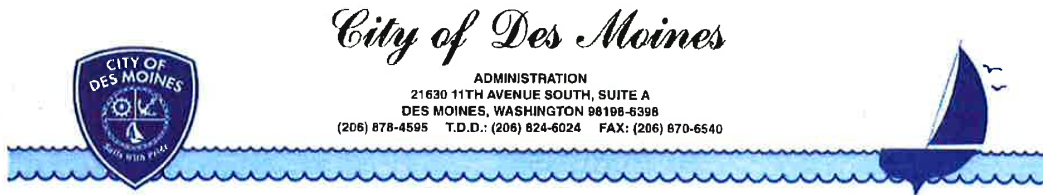
PUBLIC DEFENDER:



Stewart MacNichols Harmell
Title: Partner, Secretary

Jeff MacNichols

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February 18, 2021

Stewart MacNichols Harmell, Inc. P.S.
655 West Smith Street, Suite 230
Kent WA 98032

Re: Request for Proposals (RFP) – Public Defense for Cities of Des Moines and Normandy Park

Dear Mr. Stewart and Mr. MacNichols

The purpose of this letter is to inform you that the evaluation of proposals submitted in response to the subject RFP has been completed.

The Committee evaluated all proposals in strict accordance with the evaluation criteria set forth in the RFP. I am pleased to let you know that Stewart MacNichols Harmell's proposal was selected, more specifically attorneys Mr. N. Scott Stewart and Mr. Jeffrey P. MacNichols.

Our Legal Department will be contacting you shortly to work with you on the terms of your contract.

Should you have any questions about this matter please contact our City Clerk/Communications Director, Bonnie Wilkins, at 206-870-6519 or bwilkins@desmoineswa.gov

Best,

Michael Matthias
City Manager

cc: Jennefer Johnson, Court Administrator

The Waterland City

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Women's History Month
Proclamation

ATTACHMENTS:
1. Proclamation

FOR AGENDA OF: March 18, 2021

DEPT. OF ORIGIN: Police Department

DATE SUBMITTED: March 9, 2021

CLEARANCES:

- ☐ Community Development ____
- ☐ Marina ____
- ☐ Parks, Recreation & Senior Services ____
- ☐ Public Works ____

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal ____
- ☐ Finance ____
- ☐ Courts ____
- ☐ Police ____
- ☒ City Clerk *AW*

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this item is to proclaim March as Women's History Month.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing March as Women's History Month."

Background

Women's History Month had its origins as a national celebration in 1981 when Congress passed Pub. L. 97-28 which authorized and requested the President to proclaim the week beginning March 7, 1982 as "Women's History Week."

Throughout the next five years, Congress continued to pass joint resolutions designating a week in March as "Women's History Week." In 1987 after being petitioned by the National Women's History Project, Congress passed Pub. L. 100-9 which designated the month of March 1987 as "Women's History Month." Between 1988 and 1994, Congress passed additional resolutions requesting and authorizing the President to proclaim March of each year as Women's History Month.

Since 1995, presidents have issued a series of annual proclamations designating the month of March as "Women's History Month." These proclamations celebrate the contributions women have made to the United States and recognize the specific achievements women have made over the course of American history in a variety of fields.

Some notable Washington State Women's history facts:

- 1912 – The first women were elected to the Washington State Legislature (Frances C. Axtell of Bellingham, and Nena J. Croake of Tacoma).
- 1923 – Reba Hurn of Spokane was the first woman elected to the Washington State Senate. An attorney, Hurn was also one of the first women admitted to the Washington State Bar.
- 1924 - Seattle's Bertha Knight Landes was the first woman Mayor of a major U.S. city, appointed in 1924 and elected in 1926. It would be nearly 100 years before the second woman Mayor was elected in Seattle, in 2017. Knight Landes was also one of the first two women elected to the Seattle City Council (along with Kathryn Miracle) in 1924.
- 1965 – Marjorie Edwina Pitter King of Seattle was appointed by the King County Council to the Washington State Legislature, the first African-American woman to serve in the Washington State Legislature.
- 1977 – Dixie Lee Ray became Washington State's first woman Governor.
- 1981 – Justice Carolyn Dimmick became the first woman to serve on the Washington State Supreme Court. Later that year, Justice Sandra Day O'Connor became the first woman appointed to the United States Supreme Court.
- 1992 – Washington State elected its first United States Senator, Patty Murray.



City of Des Moines

ADMINISTRATION
21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D.: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, throughout American history, women and girls have made vital contributions, often in the face of discrimination and undue hardships; and

WHEREAS, courageous women marched for and won the right to vote, campaigned against injustice, shattered countless barriers, and expanded the possibilities of American life; and

WHEREAS, our history is also replete with examples of the unfailing bravery and grit of women in America, particularly in times of crisis and emergency; and

WHEREAS, women served our Nation during World War II, led organizing and litigation efforts during the Civil Rights movement, and represented the United States on the global stage in the fight for human rights, peace and security; and

WHEREAS, far too often, their heroic efforts and their stories have gone untold, especially the millions of African-American woman, immigrant women, and others from diverse communities who have strengthened America across every generation.

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS March as

Women's History Month

and urges all residents to join them in this recognition.

SIGNED this day 18th day of March, 2021

Matt Pina, Mayor

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Sole-source contract for the purchase of three (3) Gilbarco Legacy Fuel Dispensers for the City of Des Moines Marina's fuel dock.

FOR AGENDA OF: March 18th 2021

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: March 10, 2021

ATTACHMENTS:

1. Draft Resolution No. 21-011
2. Goods and Service Contract.
3. Quote from Northwest Pump and Equipment Co.

CLEARANCES:

- ☐ Community Development ____
☒ Marina *[Signature]*
☐ Parks, Recreation & Senior Services ____
☐ Public Works ____

CHIEF OPERATIONS OFFICER: *[Signature]*

☒ Legal /s/ TG

☒ Finance *[Signature]*

☐ Courts ____

☐ Police ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval for entering into a sole-source contract with Northwest Pump and Equipment for the purchase of three (3) Gilbarco legacy Fuel Dispensers for the Marina's fuel dock.

Suggested Motion

Motion 1: "I move to approve Draft Resolution No. 21-011 waiving state competitive bidding requirements for the purchase of three (3) Gilbarco Legacy Fuel Dispensers for the Marina's fuel dock."

Motion 2: "I move to approve the contract with Northwest Pump and Equipment Co for the purchase of three (3) Gilbarco Legacy Fuel Dispensers in the sum of \$53,189.29 with a contingency amount not to exceed \$5,000, and authorize the City Manager to sign the contract substantially in the form as attached."

Background

In 1998, in response to new federal and state regulations, the Marina planned and executed a project that replaced the fuel delivery system. The project included replacing the existing underground fuel tanks, underground piping, installation of new fuel dispensers and an electronic inventory control system. The prime contractor, Marcor, Inc., engaged a sub-contractor, Northwest Pump and Equipment Co. to supply and install new Gilbarco legacy model fuel dispensers. Installation of the new dispensers included cast-in-place concrete pedestals with imbedded sumps, and mounting hardware specifically used with the Gilbarco Legacy model fuel dispensers.

Typically, fuel dispensers include proprietary software and firmware that interfaces with a proprietary point-of-sale program supplied by the manufacturer. The Marina could not use the Gilbarco point-of-sale software because the fuel sales needed to incorporate into the Marina's point-of-sale and accounting software. To use the new dispensers with the Marina's programs, the Marina needed to purchase software and firmware from a third party that created the needed compatibility. The compatibility firmware is proprietary to the Gilbarco Legacy model.

Subsequent software and firmware upgrades over the last 20 years have consolidated the point-of sale and credit card processes and improved the electronic fuel inventory and leak detection systems. Some of the functions rely on the interface between the Gilbarco dispensers, and would need to be replaced or reprogrammed if dispensers from another source were used as replacements to the Gilbarco's. That process would involve additional costs in addition to the purchase of the dispensers.

Discussion

At this time, the Marina is replacing the last of the fuel delivery pipe installed in 1988. As part of the project, the Marina is replacing the Gilbarco dispensers installed in 1998. At twenty plus years, the Marina's fuel dispensers are nearing the end of their useful life both physically, and functionally. New models now include electronic metering of the fuel volume in place of mechanical meters. Accurate "total volume" records are an assured way to maintain control of fuel inventory. Newer dispensers will also allow staff to dispense both types of fuel products at the same time from each dispenser, thus decreasing wait times at the fuel dock.

There are three main manufacturers of fuel dispensers in North America and their pricing is similar, mostly dependent on the features desired by the operator. Because of the inherent risks involved with fuel spills and other accidents, "self-service" is not allowed and staff is always present during fuel sales. Since payment does not take place at the dispenser, the Marina can use a "basic" model with a minimum of internal electronics. When comparing features between the three main manufacturers, the staff found that switching from Gilbarco to another brand would mean demolishing and replacing the concrete mounting pedestals and replacing the firmware along with, re-configuring software needed to create the compatibility between the dispenser and the Marina's point-of-sale and accounting software. Staff has determined that any savings that may occur from switching brands would be more than offset by the changes necessary to accommodate another manufacturer.

Alternatives

Alternative No. 1: Council may pass the resolution that waives the competitive bid requirement and authorizes the City Manager to enter into a sole-source contract with Northwest Pump and Equipment Co. for the purchase of three new Gilbarco Legacy model dispensers.

Alternative No. 2: Council may decline to pass the resolution to waive the competitive bid requirement and direct staff to receive bids for purchase of new dispensers. This will increase the total cost of the project and is not recommended.

Alternative No. 3: Council may decline to pass this resolution and give the staff further direction.

Financial Impact

The three new Gilbarco Legacy dispensers will cost \$53,189.29 including sales tax and delivery. New Tokheim or Wayne-Dressler dispensers will cost approximately the same amount but demolishing and replacing the concrete mounting pedestals to adapt to a new brand will cost approximately \$5,000 to \$6,000 and replacing the firmware to accommodate another brand will cost an additional \$2,500.

Recommendation

Staff recommends that the Council waive the competitive bid requirement and authorize the City Manager to enter into an agreement with Northwest Pump for the purchase of three new Gilbarco Legacy fuel dispensers.

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Attachment #1

DRAFT RESOLUTION NO. 21-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, waiving the state competitive bidding requirement for the purchase of three (3) Gilbarco Fuel Dispensers from Northwest Pump and Equipment Co., Federal Way, Washington pursuant to RCW 39.04.280(1)(a); and authorizing the purchase of same.

WHEREAS, RCW 39.04.280(1)(a) provides that competitive bid requirements may be waived by the governing body of a municipality for purchases that are clearly and legitimately limited to a single source of supply, and

WHEREAS, in the fall of 1998, after a competitive bid process, the Des Moines City Council awarded a contract to Marcor, Inc., for the demolition and remediation of the existing fuel delivery system and for supplying and installing a new fuel delivery system in the Des Moines Marina, and

WHEREAS, Marcor, Inc., through a sub-contract with Northwest Pump and Equipment Co. supplied and installed three (3) new Gilbarco Legacy Fuel Dispensers, and

WHEREAS, the installation of the new Gilbarco fuel dispensers included three (3) cast-in-place concrete pedestals with imbedded hardware specifically used to install the Gilbarco Legacy dispensers, and

WHEREAS, subsequent installations of point-of-sale accounting and inventory control software included the purchase and installation of hardware compatible only with the Gilbarco firmware, and

WHEREAS, the Marina staff have determined that the existing Gilbarco legacy fuel dispensers are now twenty-two (22) years old and are now functionally obsolete and need to be replaced, and

WHEREAS, the Marina staff have researched other brands of dispensers and determined that any savings that might be realized by a competitive bid process would be more than off-set by the additional expense involved in demolishing and replacing the cast-in-place concrete mounting pedestals and purchasing new hardware that is compatible with the firmware of another manufacturer, and

WHEREAS, Northwest Pump and Equipment Co. is the only regional supplier of Gilbarco Legacy dispensers that will be compatible with the existing mounting pedestals and hardware, and as such, the Gilbarco legacy dispensers are clearly and legitimately limited to a sole source contractor for this project, and

WHEREAS, staff has requested that the City Council waive the state competitive bidding requirements and authorize the contract with Northwest Pump and Equipment Co., now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. Based upon the preceding legislative findings, the City Council hereby declares that the purchase of the Gilbarco legacy dispensers is limited to a single source of supply and that

Resolution No.
Page 2 of 2

the sole source of that supply for this project is Northwest Pump and Equipment Co.

Sec. 2. Based upon the preceding legislative findings, and pursuant to RCW 39.04.280(1)(a), the competitive bidding requirements for the City of Des Moines are hereby waived and the City Manager is authorized to execute a contract for the purchase of the Gilbarco Legacy dispensers from Northwest Pump at a cost of \$53,189.29, including Washington State Sales Tax, along with a contingency authorization of \$5,000.

Sec. 3. This resolution shall take place immediately.

ADOPTED BY the City Council of the City of Des Moines, Washington this and signed in authentication thereof this.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk



GOODS & SERVICES CONTRACT between the City of Des Moines and Northwest Pump and Equipment Co.

THIS CONTRACT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Northwest Pump and Equipment Co. organized under the laws of the State of Washington, located and doing business at 34210 9th Ave. South #101, Federal Way, WA 98003. Contact: Craig Danielson, 253-332-8104 (hereinafter the "Vendor").

CONTRACT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

Northwest Pump and Equipment Co. will supply three (3) Gilbarco Fuel dispensers as fully described in their proposal dated January 26, 2021, attached to this agreement as Appendix No. 1 and by this reference, hereafter part of this agreement for the sum of \$53,189.29, including Washington State Sales tax and freight.

II TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall complete the work and provide all goods, materials, and services by June 15, 2021.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed FIFTY THREE THOUSAND ONE HUNDRED EIGHTY NINE DOLLARS AND 29 CENTS (\$53,189.29), including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

Northwest Pump and Equipment requires a 25% deposit with the order. The City will pay the deposit upon receiving an invoice from Northwest Pump, after the order has been placed. After the dispensers are delivered, the City will pay the remaining balance of the purchase price once invoiced from Northwest Pump and Equipment.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Contract, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Contract with other sources, from any and all amounts due or to become due the Vendor.

B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Vendor has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

VI. TERMINATION. Either party may terminate this Contract, with or without

cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract.

VII. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Contract. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest. The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the

Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XII. INDEMNIFICATION. The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

XIII. INSURANCE. The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City. Vendor shall obtain insurance of the type described below:

No Limitation. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

C. Other Insurance Provisions. The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

F. Notice of Cancellation. The Vendor shall provide the city with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Vendor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

XIV. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XVI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington, If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved

through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. 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.

2. **Applicable Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Contract.

C. **Written Notice.** All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. **Assignment.** Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. **Modification.** No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

F. **Entire Contract.** The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are

NorthWest Pump & Equipment Co. 34210 9 th Ave. South Federal Way, WA 98003 253-332-8104 (telephone) craig.danielson@nwpump.com (facsimile)	City of Des Moines 21630 11 th Avenue S., Suite ____ Des Moines, WA 98198 206-824-5700 (telephone) swilkins@desmoineswa.gov (facsimile)

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**NORTHWEST PUMP & EQUIPMENT CO.**

34210 9th Ave. South #101, Federal Way, WA 98003

TELEPHONE: 253.332.8104	FAX: FAX NUMBER	DATE OF QUOTATION: 01/26/21	QUOTE NUMBER ced12621
CUSTOMER / CONTACT: Pat Wolfrom Des Moines Marina ADDRESS Des Moines, WA		PROJECT / LOCATION: New Dispenser Quote	

TERMS AND CONDITIONS OF SALE

N.W. Pump is not responsible for delays in delivery due to strikes, accidents, priority restrictions or other conditions beyond our control or its failure or delay to order or deliver due to the purchaser's failure to pay N.W. Pump any monies owed on an open job account or job basis. The prices herein do not apply in the event of an underground obstruction, including but not limited to utilities and impenetrable soil, is discovered after this proposal is made. In such event, Buyer is liable for all increased costs. Buyer may cancel by giving written notice, however, Buyer is liable for all costs incurred by N.W. Pump to the date notice is received. **Cancellations or returns are subject to a minimum fifteen (15%) percent restocking charge.** Payment terms are net cash on delivery, unless N.W. Pump has approved credit terms or otherwise specified within. If litigation is necessary to enforce this agreement, the prevailing party will be entitled to reasonable attorney's fees, court costs, and interest. Products carry only the manufacturer's warranty, if any. NWP makes no representations as to product compliance with government regulations. There are no expressed or implied warranties as to goods or services provided by NWP, including the implied warranty of merchantability or fitness for a particular purpose. Statements by a NWP representative that differ from the foregoing shall have no effect. NWP will not be liable for direct, indirect, special or consequential damages, business interruption or loss of profits damages, sustained by Customer or any party claiming by, through or under Customer.

This offer to furnish equipment on the following terms and conditions expires 15 days from the above date.

N.W. Pump, Inc. reserves the right to adjust equipment prices to conform to prices in effect at the time of delivery

Equipment prices are subject to all applicable taxes.
Return of non-stock and special order items are subject to restock charges or may not be returnable.

Acceptance of Proposal:

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to supply equipment and/or labor as specified. Payment will be made as outlined above. I understand acceptance of the quotation does not constitute an order until credit has been approved. I understand that Northwest Pump may file a Right to Lien against the equipment/labor.

SALES TOTALS

EQUIPMENT SUBTOTAL: \$ 47,854.90

INCOMING FREIGHT: \$ 499.00

ESTIMATED SALES TAX: * \$ 4,835.39

*Actual sales tax may vary, the customer must pay the tax shown on the invoice.

TOTAL: \$ 53,189.29

Optional Monthly Lease Payment

**See Details at Bottom of Quote

1. Price excludes tank offloading, electrical, piping and installation.
2. All Prices are FOB Northwest Pump warehouse except where noted differently.
3. Terms: 25% down. Tanks and dispensers balance due on completion at factory. Net 30 upon approved credit
4. Terms: 50% down on all EVR/ISD systems. Non Returnable/Non Refundable
5. Prices are good for 15 days from date of quotation. Exception are steel tanks which are 7 days.

BY SIGNING AND ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES WITH ALL OF THE TERMS AND CONDITIONS LISTED WITHIN

QUOTED BY: 	DATE: 01/26/21
SIGNATURE: Craig Danielson	
PRINT NAME	DATE

ACCEPTED BY:	TITLE:
SIGNATURE: Pat Wolfrom	DATE:
PRINT NAME: Des Moines Marina	

Desired Delivery Date _____

Northwest Pump and Equipment Co. is an Employee Owned company that has been a Petroleum Equipment Distributor since 1959. We are the West's largest distributor of tanks, piping, pumps, meters, tank monitoring systems, leak monitoring systems and lubrication equipment. We are pleased to offer this quotation for the referenced project. Please contact me if you need additional information.

COMPANY:		Des Moines Marina	DATE OF QUOTATION		QUOTE NUMBER
PROJECT:		New Dispenser Quote	01/26/21		ced12621
QTY	Part Number	DESCRIPTION	UNIT PRICE	EXTENDED	
	Legacy	Gilbarco Legacy			
2	JHB510	Legacy Dispenser - Master Dual sided 2 product Electronic Hi-Flow 18-22 GPM - Diesel/Ethanol Free Gas	13,969.75	\$	27,939.50
1	JHB800	Legacy Ultra Hi GPM 30-60 Master 2 product Diesel/Ethanol Free	19,306.85	\$	19,306.85
3	LEG_Stainless	Stainless Steel Panels	202.85	\$	608.55
Exclusions:					
Please note: Installation and use of all above-ground fuel storage systems carry inherent risks and are subject to regulations and standards established by Federal, State and Local agencies such as the EPA, Building and Fire authorities etc. By signing this document, customer accepts full responsibility for investigation and implementation of technologies required to meet any applicable regulations and requirements related to the parts and or system(s) in this proposal. Customer also accepts full responsibility for any decision to comply or to not comply with applicable rules and regulations. Furthermore, by signing this document, customer agrees to hold harmless and defend Northwest Pump & Equipment Co. and its affiliates from any liability, penalty or disciplinary action that may occur as a result of decisions by customer, their employees or contractor's to ignore, circumvent or otherwise fail to obey any and all applicable federal, state and local rules and regulations and standards of good, safe, practice. Customer Initials: _____					
Merchandise Returns: New Unused Stocking items must be returned within 30 days of the original purchase for full credit. Special ordered items will be charged a minimum 25% restock fee if returned new unused. Cores must be returned within 20 days of the original purchase for full credit.					
PCI Compliance Disclaimer: It is solely the Customers responsibility to verify PCI Compliance and Network Processing Compliance with their Merchant Provider. NWP will not be liable for direct, special or consequential damages, business interruption or loss of profits, sustained by Customer or any party claiming by, through or under the Customer.					
Above Specifications Exclude the Following (Unless Otherwise Noted): Plans, Permits, Inspection, All Testing, Labor to Assemble or Install, Miscellaneous Pipe Fittings and Accessories, Any Electrical Consideration, Offloading or Setting Any Equipment or Tank, Site Improvements, Guard Barriers, Any Other Items (s) Not Specifically Mentioned Above					
Equipment Only: No Installation. Subject to engineer's approval. This quotation does not include or imply any equipment or quantities other than listed herein. Contractor to determine actual quantities required. No retainage to apply.					
Performance: Performance of equipment listed is based upon the accuracy of the information supplied to NW Pump and Equipment Co. by the customer or customer's engineer. Guarantee of performance may require approval by a licensed engineer at the customer's expense. NWP is not responsible for any warranty outside of standard manufacturer warranties					
Tank Submittal Drawings: Tanks require approved, signed drawings before production of the tank may begin. Any quoted lead time is based on production time required once approved submittal drawings have been received by Northwest Pump & Equipment.					
Verifone Terms: Special terms apply to the Verifone Equipment. Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms. Initials: _____					
Gilbarco / Gasboy Terms: Special terms apply to the Gilbarco/Gasboy Equipment. Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. Invoices are sent upon completion of the order at the factory. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms. Initials: _____					
**60 month lease option for this project shown above. Actual monthly payment is calculated by Patriot Capital Corporation and is subject to their qualifications to acquire this lease payment structure. Lease is structured with a One Dollar Purchase Option, ownership of the equipment takes place at the end of the lease term. For more information, contact Geoff Smith at 415-550-8951					

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Arts Commission Appointment

ATTACHMENTS:

1. Application

FOR AGENDA OF: March 18, 2021

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: March 8, 2021

CLEARANCES:

☐ Community Development

☐ Marina

☒ Parks, Recreation & Senior Services *Susan M. C.*

☐ Public Works

CHIEF OPERATIONS OFFICER: _____

☐ Legal

☐ Finance

☐ Courts

☐ Police

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

The purpose of this agenda item is to recommend City Council approval of an appointment to the City of Des Moines Arts Commission.

Suggested Motion

Motion: "I move to confirm the Mayoral appointment of Alex Cunningham to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2024.

Background

The City Council adopted Ordinance No. 1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

The Arts Commission was created to:

- (1) Represent the interest of the city in matters of the arts, to be a spokes group for the arts in the city and to keep the city council informed on all such related matters.
- (2) Evaluate, prioritize, and make recommendations on funding for cultural arts needs within the city.
- (3) Review and recommend works of art for the city, especially works to be acquired through appropriations set aside from municipal construction projects. Local artists will be encouraged and given equal consideration for these projects.
- (4) Inform, assist, sponsor or coordinate with arts organizations, artists, or others interested in the cultural advancement of the community.
- (5) Encourage and aid programs for the cultural enrichment of the citizens of Des Moines and encourage more public visibility of the arts.
- (6) Develop cooperation with schools, local, regional, state and national arts organizations.
- (7) Obtain private, local, regional, state or federal funds to promote arts projects within the Des Moines community.

Discussion

This agenda seeks confirmation of the Mayoral appointment of Des Moines resident Alex Cunningham to the Des Moines Arts Commission effective immediately and expiring on December 31, 2024

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Staff and the Commission support the appointment of Alex Cunningham to the Des Moines Arts Commission.



CITY OF DES MOINES
APPLICATION FOR APPOINTIVE OFFICE
 21630 11th Avenue South
 Des Moines, WA 98198

Recvd. _____

Please Check

NAME: Alex Cunningham
 ADDRESS: 25802 18th Ave. S.
 CITY/ZIP: Des Moines / 98444
 PHONE: Home (505) 553-2847 Work _____
 LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 9 Months
 REGISTERED VOTER? Yes
 E-MAIL ADDRESS: alex Cunningham@gmail.com

- ☐ Civil Service Commission
☐ Planning Agency
☐ Library Board
☐ Human Services
☐ Senior Services
☒ Arts Commission
☐ Marina Beach Park

EMPLOYMENT SUMMARY LAST FIVE YEARS: I am currently temporarily laid off due to COVID-19, but usually work at Tacoma's specialty beer store Pint Defiance. I started bartending here in January 2018. I also sell commissioned artworks via social media and word of mouth requests.

Are you related to anyone presently employed by the City or a member of a City Board? No
 If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I am an artist, and would like to be a part of growing Des Moines into a center for the arts. I prefer to paint murals with spray cans and canvas work with acrylic.

2. What problems, programs or improvements are you most interest in? Freewalls or legal walls for public art, street art, etc. There are many walls in town that are vandalized, this could provide a safe space for expression and give our community quality public works. This could include working with local businesses to provide walls for murals to help beautify the community.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. _____

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Disposal of Abandoned Vessels
within the Des Moines Marina

ATTACHMENTS:
Draft Resolution No. 21-017

FOR AGENDA OF: March 18, 2021

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: March 11, 2021

CLEARANCES:

- ☐ Community Development
- ☒ Marina *SL*
- ☐ Parks, Recreation & Senior Services
- ☐ Public Works

CHIEF OPERATIONS OFFICER: *[Signature]*

- ☒ Legal /s/ TG
- ☐ Finance
- ☐ Courts
- ☐ Police

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council authorization for the disposal of vessels that have been abandoned within the Des Moines Marina. The vessels listed in Exhibit A of Draft Resolution No. 21-017 have been determined to be abandoned per RCW 79.100.010. Accordingly, Council may authorize the use or disposal of the vessel in any appropriate, environmentally sound, and the least costly manner to limit potential future financial impacts.

Suggested Motion: "I move that City Council adopt Draft Resolution No. 20-017, authorizing the disposal of the abandoned vessels 'Sea Moana', (no valid identification numbers) and 'Nordic Lady' WN1263W in an appropriate, financially responsible, and environmentally sound manner."

Background

Derelict and abandoned vessels grounded or anchored upon publicly and privately owned submerged lands in the State of Washington have long been a logistical and environmental problem, for operators of public and private marinas in particular. In course of operation over the years, the Des Moines Marina has seen countless boats whose owners have stopped paying moorage fees and/or boats that have been abandoned

in the Marina. In the past, the number of cases of non-payment or abandonment averaged less than one per year but for numerous reasons there has been a continued rise in cases thru 2020 and 2021.

The State Legislature has created a framework for addressing these derelict and abandoned vessels, codified at chapter 79.100. Under this framework, a vessel that has been left moored in the Marina for thirty days after being given notice that their moorage has been terminated for non-payment of moorage fees whose owner is cannot be located or is unwilling to take control of the vessel can be deemed abandoned. Once a vessel is determined to be abandoned, an authorized public entity such as the Marina may take custody of the vessel following statutory notice and the failure of the owner to contest the taking custody within the required time period.

Upon taking custody of the vessel, the public entity may use or dispose of the vessel in any appropriate and environmentally sound manner but must give preference to uses that derive some monetary benefit from the vessel, either in whole or in scrap. If the vessel is sold for value, the proceeds first go to the public entity to recoup its costs and fees owed. If no value can be derived from the vessel, the authorized public entity must give preference to the least costly, environmentally sound, reasonable disposal option. While some abandoned vessels are able to be successfully auctioned, abandoned vessels commonly have scrap value at or less than the cost of hauling the vessel.

At this time, two vessel in the Marina have been deemed abandoned, and notice has been provided as required by law. Staff expects that the appeal period will expire without response shortly and the Marina will take custody of the vessels. Both of the listed vessels have “accrued back moorage.” These vessels that have been deemed, abandoned or derelict, are removed from permanent and guest moorage docks and placed in storage allowing slips to be re-rented minimizing financial impact.

Discussion

The following vessels have either been abandoned or deemed abandoned for non-payment of moorage fees:

- Sea Moana – a 34 ft. steel hull sailboat. (No identification numbers available.) This boat was brought into the Marina in early November 2020. The customer paid for a couple days of moorage stating they would be moving the boat elsewhere and never returned. Staff has had no contact since that time. Staff sent notice of intent to take custody to the Department of Natural Resources (DNR) on January 14, 2021 and followed required notice procedures. At the time of this item was submitted, it was anticipated that the City would take custody on March 15, 2021. The accrued moorage is approximately \$4,000.
- Nordic Lady – a 30 ft. fiberglass hull motor yacht, Washington Registration Number WN1263W, Hull Identification number TLY300290174. This boat first moored in the Marina in April 2019. Moorage fees were frequently in arrears and no payment has been made since November 2020. Once staff implemented the process for non-payment, the owner disappeared and no longer retained interest in the vessel despite frequent attempts to contact. This vessel has been posted, declared abandoned, and chained to the dock as permitted by the Marina Rules. Staff sent notice of intent to take custody to the Department of Natural Resources (DNR) on December 1, 2020 and followed required notice procedures. The City took custody of the vessel on February 1, 2021 upon expiration of the period to contest taking custody. The accrued moorage is over \$8,000.

Financial**Impact**

Staff will seek the method of disposal that will result in the least financial impact to the City. It is unlikely that sale or salvage of the vessels will recoup the full cost of disposal. In that case, Staff will seek arrangements to dispose of the vessels at no or little cost. These options may include transferring a vessel to an interested third party on payment of accrued moorage fees or utilizing a licensed boat dealer to liquidate the vessels at little to no net cost.

If there are no more favorable options, Staff has located a Company in South Park that will haul and dispose of these vessels. Estimated cost is about \$7,000 for staff/administrative fees, towing & hauling of the boat.

There is an opportunity to regain lost revenue with the disposal of an abandoned vessel as the Marina. The Marina has made provisions for storing abandoned boats in otherwise non-rentable spaces, so impacts on permanent or guest moorage revenues have not been as significant. However, the Marina does incur costs for staff time needed to move and maintain the vessels, ensure the vessels do not become an environmental hazard, and do the documentation for the seizure and sale process.

Some or all of City's costs in disposal may be recouped from the State's Derelict and Abandoned Vessel program administered by DNR. Staff tracks expenses in hopes to recover actual costs along with back moorage fees owed whether by sale or by the derelict vessel reimbursement program.

Conclusion

Staff recommends Council adopts Draft Resolution No. 21-017 and authorize staff to auction or sell the abandoned vessels to recover fees owed the Marina or dispose of them in the most cost-effective manner.

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CITY ATTORNEY'S FIRST DRAFT 03/11/2021

DRAFT RESOLUTION NO. 21-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing disposal of abandoned vessels by auction or sale.

WHEREAS, during regular business the City accumulates equipment and property, and

WHEREAS, two vessels were abandoned at the Marina by the owners in 2020, and

WHEREAS, the City intends to dispose of abandoned and unneeded property as allowed by law, and

WHEREAS, the City of Des Moines typically sells property and equipment at public auction to the highest bidder or disposes of such property, and

WHEREAS, the properties described in Exhibit "A" were abandoned at the Des Moines Marina and proper notification was given to the owners and lien holders with no response, and

WHEREAS, the vessels have approximate values as follows:
(1) "Sea Moana", \$2,000, (2) "Nordic Lady", \$1,500, and

WHEREAS, the owners of the abandoned vessels currently owe the Marina as follows: (1) \$4,000; (2) \$8,000; in unpaid moorage and other fees, and

WHEREAS, the City desires to auction or sell the items identified in Exhibit "A" attached to this Resolution to attempt to recover costs owed to the City; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. The properties identified by Exhibit "A" are abandoned properties and are hereby authorized for sale or disposal.

Resolution No. _____

Page 2 Of 4

Sec. 2. The City Manager is authorized to dispose of the items identified in Exhibit "A" in any appropriate and environmentally sound manner without further notice to any owners, but must give preference to uses that derive some monetary benefit from the vessels, either in whole or in scrap.

Sec. 3. In the event that no value can be derived from the vessel(s), the City Manager is authorized to dispose of the vessel(s) in a cost-effective method but must give preference to the least costly, environmentally sound, reasonable disposal option. Any disposal operations must be consistent with the state solid waste disposal provisions provided for in chapter 70A.205 RCW.

Sec. 4. Ratification, confirmation and approval. All acts undertaken prior to the effective date of this Resolution that are consistent with the intent and purpose of same are hereby ratified, confirmed, and approved.

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of March, 2021 and signed in authentication thereof this _____ day of March, 2021.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT "A"

Resolution No. ____

Page 3 Of 4

Resolution No. ____

Number	Description	Approximate Vessel Value
1	Sea Moana – a 34 ft. steel hull sailboat. (No identification numbers available.) This boat was brought into the Marina in early November 2020. The customer paid for a couple days of moorage stating they would be moving the boat elsewhere and never returned. Staff has had no contact since that time. Staff sent notice of intent to take custody to the Department of Natural Resources (DNR) on January 14, 2021 and followed required notice procedures. At the time of this item was submitted, it was anticipated that the City would take custody on March 15, 2021. The accrued moorage is over \$4,000.	Approx. \$2,000
2	Nordic Lady – a 30 ft. fiberglass hull motor yacht, Washington Registration Number WN1263W, Hull Identification number TLY300290174. This boat first moored in the Marina in April 2019. Moorage fees were frequently in arrears and no payment has been made since November 2020. Once staff implemented the process for non-payment, the owner disappeared and no longer retained interest in the vessel despite frequent attempts to contact. This vessel has been posted, declared abandoned, and chained to the dock as permitted by the Marina Rules. Staff sent notice of intent to take custody to the Department of Natural Resources (DNR) on December 1, 2020 and followed required notice procedures. The City took custody of the vessel on February 1, 2021 upon expiration of the period to contest taking custody. The accrued moorage is over \$8,000.	Approx. \$1,500

Resolution No. _____
Page 4 Of 4

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: ILA with Water District 54 for 8th Ave
S Water Main Replacement Installation (South
227th Street to South 223rd Street)

ATTACHMENTS:

1. Interlocal Agreement, City of Des Moines
and Water District 54
2. CIP Project Worksheet

FOR AGENDA OF: March 18, 2021

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 11, 2021

CLEARANCES:

- ☐ Community Development N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Public Works R. [Signature]

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance [Signature]

☐ Courts N/A

☐ Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve a construction agreement between the City of Des Moines (City) and Water District 54 (District). The Interlocal Agreement (Attachment 1) will allow the City to combine proposed City pavement overlay work with the District's 8th Ave S Water Main Installation (South 227th Street to South 223rd Street) project into a single contract benefiting the City, District, and overall community. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve the Interlocal Agreement between the City of Des Moines and Water District 54 regarding the 8th Ave S Water Main Installation (South 227th Street to South 223rd Street) Project, and further authorize the City Manager to sign said Agreement substantially in the form as submitted."

Background

The City currently has an annual arterial street paving program solely focused on roadway preservation. In efforts to maximize program resources, City staff has been seeking partnership opportunities with the various franchise utilities within the City. Many situations arise where partial roadway restoration is required by a franchise utility for project related work, and where the City has identified the long-term benefit of achieving full roadway restoration.

Located within downtown, Water District 54 proposes to replace approximately 1,700 linear feet of asbestos concrete water main as part of their 8th Ave S Water Main Installation (South 227th Street to South 223rd Street) Project. As part of this project, Water District 54 is responsible for half-street overlay restoration within their respective project limits.

Upon engineering review of the pavement condition where the franchise utility half-street overlay will occur, it is recommended that the remaining half-street overlay be completed by the City. The existing pavements are most likely 20-30 years old and have exceeded their expected life span. The proposed full-street overlay will ensure a uniform pavement lifecycle and higher quality of paving. Due to the scale of the District's project and included pavement restoration, it is further recommended that all paving operations occur within 8th Ave S Water Main Installation (South 227th Street to South 223rd Street) Project.

Project design is almost complete and Water District 54 expects to publically advertise the project in April/May 2021.

Discussion

By combining the City's roadway work with Water District 54's utility work into a single contract as proposed in the Interlocal Agreement, staff believes there will be significant benefits, specifically:

- Economy of Scale - Soliciting for bids under a single contract will generate more competition due to larger contract.
- Community Impact - Reduction in impacts to the public and project schedule by combining two projects into one.
- Material Quality Control – A single contract will ensure consistent construction materials and methods are utilized for the entire roadway width vs half-street operations.

Included within the Interlocal Agreement are obligations of the City that provide mutual benefit to the project. In summary, these include:

- Design Engineering Costs – The City shall reimburse the District \$12,750 for Consultant design and engineering services associated with the pavement overlay.
- Construction Costs – The City shall reimburse the District for quantities identified in Schedule B Bid Items/Work, estimated at \$178,420 for costs associated with pavement overlay.
- Construction Management – The City shall reimburse the District \$24,000 for costs associated with the construction and contract management of the City's items of work per WSDOT Standard Specifications.

Acceptance of the bids and award of a construction contract will be subject to approval by the City and Water District 54. It is possible that one or both parties may reject bids.

Alternatives

No Interlocal Agreement Authorization

The City Council could elect not to enter into this Interlocal Agreement with Water District 54. The District and the City would then pursue their projects independently and risk losing the benefits of a combined project, extend the project impacts multiple seasons, and potentially have a lower quality roadway surface due to half-street roadway improvements or full-street improvements by multiple contractors.

Financial Impact

The City's CIP Budget Worksheet includes revenues to accommodate this Interlocal Agreement.

Recommendation

Staff recommends adoption of the motion.

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**INTERLOCAL AGREEMENT
CITY OF DES MOINES AND
WATER DISTRICT 54**

**8th Ave S Water Main Installation
(South 227th Street to South 223rd Street)**

This Agreement ("Agreement") is made by and between King County Water District 54, 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 8th Avenue South between South 223rd Street and South 227th Street and the District is undertaking a capital improvement project to replace approximately 1,700 linear feet of asbestos concrete (AC) water main known as the 8th Ave S Water Main Installation ("Project"); and

WHEREAS, the City is interested in roadway re-paving and other improvements as shown on Exhibit A attached hereto and incorporated herein by this reference ("City Work") within the Project limits 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 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, 2021. 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, 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. Work shall also include preparation of a stormwater Technical Information Report.

- 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 seven hundred and fifty dollars (\$12,750).**
- 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 District's Project.
- 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 two bid Schedules. The parties agree the bid schedule costs shall be proportionally shared between the District and City based on the mutually agreed to estimate in Exhibit B and associated Bid Item quantities. The total cost of City Work as identified in the Engineer's Estimate to be paid is estimated at **one hundred seventy eight thousand, four hundred twenty dollars (\$178,420)**.

- 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 the extent of Roadway Excavation and Haul 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 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 **Twenty four thousand dollars (\$24,000)**. If additional costs are incurred due to change in conditions, additional construction management fees may be incurred.

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 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.

- e. 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 the District.

Any settlement to be reviewed and agreed upon by both King County Water District 54 and the City of 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:

- 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 **twelve thousand seven hundred fifty dollars (\$12,750)** 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 and agreed to quantities in as defined in Section 4.a.c. 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 **twenty four thousand dollars (\$24,000)** 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 decides not to complete the road restoration work per Section 4.b, the City will pay the District a one-time lump sum payment of **twenty five thousand**

dollars (\$25,000) 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 two (2) working days 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
City Engineer
21650 11th Avenue South**

10

Des Moines, WA 98198

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

**King County Water District 54
District Manager
922 South 219th Street
Des Moines, WA 98198**

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 _____, 2021.

CITY OF DES MOINES

By: _____
Michael Matthias, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Des Moines City Attorney

Reviewed and approved as authorized by Resolution No. _____ of the King
County Water District 54 Board of Commissioners on the _____ day of _____,
2021.

By: _____
Eric Clarke, District Manager

Date: _____

EXHIBIT A
ENGINEERING PLANS

KING COUNTY WATER DISTRICT 54

KING COUNTY

WASHINGTON

EXHIBIT A

8TH AVENUE SOUTH WATER MAIN INSTALLATION

DISTRICT OFFICIALS

YOSHIKO GRACE MATSUI

KRIS VANGASKEN

JIM LANGSTON

DISTRICT COMMISSIONERS

ERIC CLARKE
DISTRICT MANAGER

PATTI CLAYTON
OFFICE MANAGER

DAMMIEAN WOLKENHAUER
FIELD MAINTENANCE

FEBRUARY 2021
G&O JOB #18439


Gray & Osborne, Inc.
CONSULTING ENGINEERS
11100 NE 12TH AVENUE, SUITE 300
SEATTLE, WASHINGTON 98120-7422

[illegible]

DATE: FEB 2021

SCALE: NOTED

CHECKED: SAC

APPROVED: WWP

Gray & Osborne, Inc.

CONSULTING ENGINEERS

1100 MARSH AVENUE SUITE 200

SPRINGFIELD, WASHINGTON 97474 • (509) 284-0800

REVISION

DATE

APP

NO.

DATE

APP

SEAL

REGISTERED PROFESSIONAL ENGINEER

WASHINGTON STATE

NO. 10000

EXPIRATION DATE 12/31/2021

SEAL

REGISTERED PROFESSIONAL ENGINEER

WASHINGTON STATE

NO. 10000

EXPIRATION DATE 12/31/2021

SURVEY CONTROL

KING COUNTY WATER DISTRICT 54

8TH AVENUE SOUTH WATER

KING COUNTY

WASHINGTON

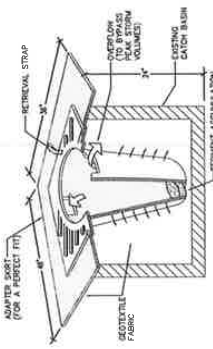
SHEET: G-2

OF: 21

JOB NO. 18439

DRAWN BY: JET

PROJECT DATA				
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JOB NUMBER: #18439				
PROJECT LOCATION: 8TH AVE S, KING COUNTY, WA				
PROJECT DESCRIPTION: 8TH AVE S WATER MAIN				
STATION	DATE	DESCRIPTION	BY	APP
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2+00	10/15/20	10/15/20	WWP	WWP



1
TYP

PROVIDE CATCH BASIN SEDIMENT PROTECTION WITH
STREAMGUARD BASIN INSERT #3003, FROM FOSS
ENVIRONMENTAL OR APPROVED EQUAL

GENERAL NOTES

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SURVEY NOTES

- WEI SEASON NOTES**
- FROM OCTOBER 1ST THROUGH JANUARY 30TH, NO SOILS SHALL BE EXPOSED. IF IT IS NECESSARY TO IMPLEMENT THIS REQUIREMENT, A SPOT CHECK OF EXPOSED SOILS SHALL BE CONDUCTED BY THE CONTRACTOR. EVENTS DURING THE WET SEASON SHALL NOT BE CONSIDERED FOR TWO DAYS DURING THE WET SEASON SHALL BE ADEQUATELY STABILIZED WITH A COVER METHOD (E.G., SEEDING, MULCHING, BASKING, EROSION COVERS, ETC.) AND ALL SLOPES ARE TO BE PROTECTED # STOCKPILES AND STEP CUTS AND ALL SLOPES ARE TO BE PROTECTED # COVER MATERIALS SUFFICIENT TO COVER ALL DISTURBED AREAS SHALL BE STOCKPILED ON SITE AT ALL TIMES. DURING THE WET SEASON SHALL BE SEEDING WITHIN ONE WEEK OF THE BEGINNING OF THE WET SEASON. MUCH IS REQUIRED TO PROTECT ALL SEED AREAS. ANY RAINFALL GENERATED BY DISTURBING ANY SOIL SHALL BE REQUIRED TO BE STOCKPILED ON SITE AT ALL TIMES. CONSTRUCTION ROAD STABILIZATION ARE REQUIRED FOR ALL SITES. SEDIMENT RETENTION IS REQUIRED UNLESS AN OFFSITE DISCHARGE IS ATTEMPTED FOR THE SPECIFIED DISTURBED AREA. NO OFFSITE DISCHARGE IS ATTEMPTED FOR THE SPECIFIED DISTURBED AREA. NO OFFSITE DISCHARGE IS ATTEMPTED FOR THE SPECIFIED DISTURBED AREA. CONSTRUCTION ACTIVITY ON SURFACE WATERS ARE EVALUATED FOR ANY RAINFALL GENERATED BY DISTURBING ANY SOIL ARE REQUIRED TO BE STOCKPILED ON SITE AT ALL TIMES. MAINTENANCE REVIEW OF CONSTRUCTION SITES INCREASED IN FREQUENCY (APRIL-NOVEMBER) DURING THE DRYED WET-SEASON (OCTOBER-APRIL 30TH). THE CONTRACTOR SHALL INSPECT AND MAINTAIN SITES FACILITIES ON A DAILY BASIS. ANY RAINFALL GENERATED BY DISTURBING ANY SOIL ARE REQUIRED TO BE STOCKPILED ON SITE AT ALL TIMES.

WET SEASON NOTES

- [illegible]

TESC NOTES

- [illegible]

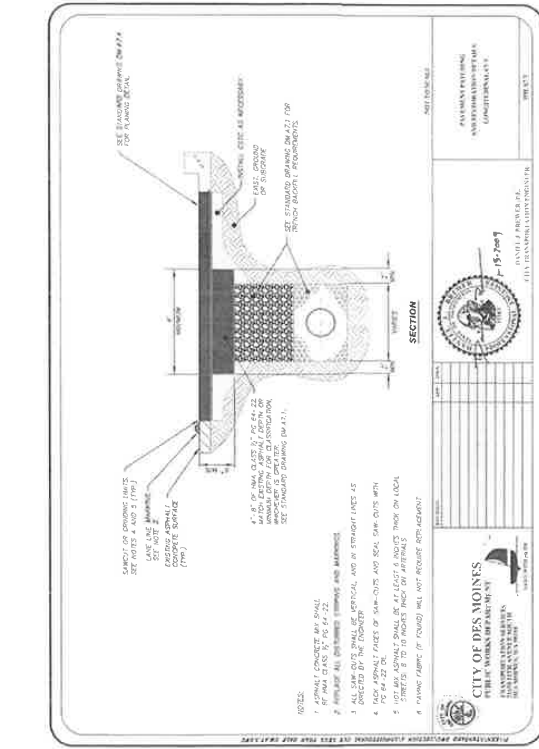
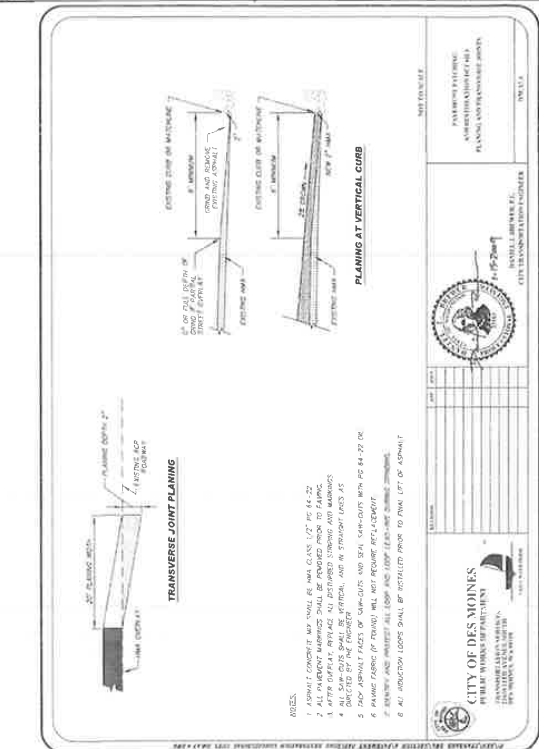
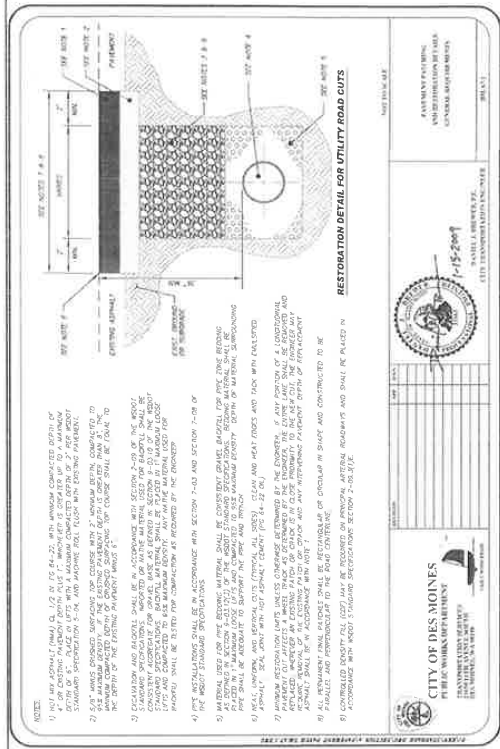
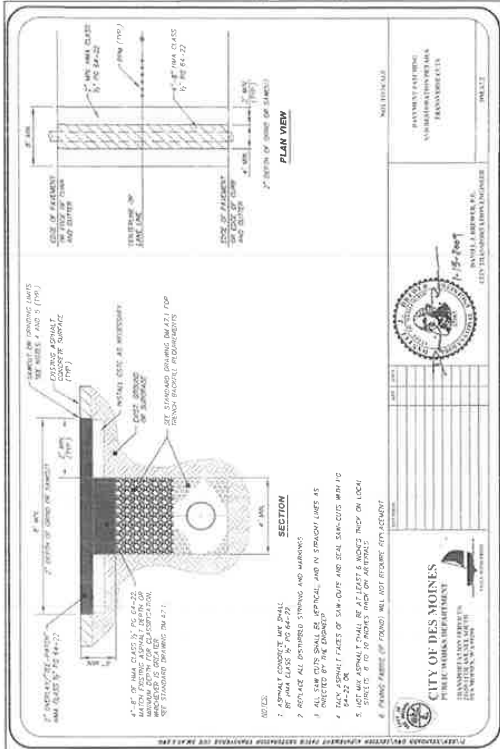
RESTORATION NOTES:

- | | |
|---|---|
| <p>THE PROJECT RESTORATION SCHEDULE SHALL BE AS FOLLOWS:</p> <p>TRAVELED HIGHWAY</p> <p>RESTORE THE TRINCH SECTION WITH CRUSHED ROCK TO THE SURFACE TO ALLOW TRAFFIC BY THE CLOSE OF EVERY WORK DAY. TEST WATER MAIN BEFORE INSTALLING HOT PATCH INSTALL. PATCHES TO BE DONE PRIOR TO WORK EVERY FRIDAY OR BEFORE HOLIDAY WORK BREAKS.</p> <p>UNDERSIDE AREAS</p> <p>UNDERSIDE AREAS WILL BE RESTORED TO EXISTING GRADE UNLESS SHOWN OTHERWISE ON THE PLANS. SLOTTED AND CONNECT THE TRINCHES TO CONTROL EROSION AND SEDIMENTATION. TRINCHES TO BE INSTALLED TO PROTECT EXISTING UTILITY AREAS WITH HYDROLOGIC AND VEGETATION AS SHOWN ON THE DETAILS AND PLANTING SEASON. DO NOT REPLACE TREES.</p> <p>UPON COMPLETION OF BACKFILLING THE TRINCH, THE CONTRACTOR SHALL PLACE A 12" THICK TEMPORARY ASPHALT CONCRETE WITH PERMANENT PATCH IS INSTALLED.</p> | <p>THE PROJECT RESTORATION SCHEDULE SHALL BE AS FOLLOWS:</p> <p>TRAVELED HIGHWAY</p> <p>RESTORE THE TRINCH SECTION WITH CRUSHED ROCK TO THE SURFACE TO ALLOW TRAFFIC BY THE CLOSE OF EVERY WORK DAY. TEST WATER MAIN BEFORE INSTALLING HOT PATCH INSTALL. PATCHES TO BE DONE PRIOR TO WORK EVERY FRIDAY OR BEFORE HOLIDAY WORK BREAKS.</p> <p>UNDERSIDE AREAS</p> <p>UNDERSIDE AREAS WILL BE RESTORED TO EXISTING GRADE UNLESS SHOWN OTHERWISE ON THE PLANS. SLOTTED AND CONNECT THE TRINCHES TO CONTROL EROSION AND SEDIMENTATION. TRINCHES TO BE INSTALLED TO PROTECT EXISTING UTILITY AREAS WITH HYDROLOGIC AND VEGETATION AS SHOWN ON THE DETAILS AND PLANTING SEASON. DO NOT REPLACE TREES.</p> <p>UPON COMPLETION OF BACKFILLING THE TRINCH, THE CONTRACTOR SHALL PLACE A 12" THICK TEMPORARY ASPHALT CONCRETE WITH PERMANENT PATCH IS INSTALLED.</p> |
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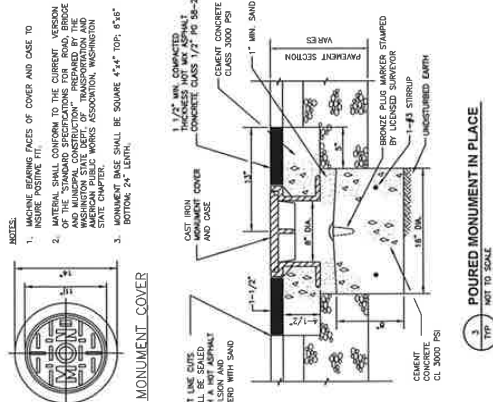
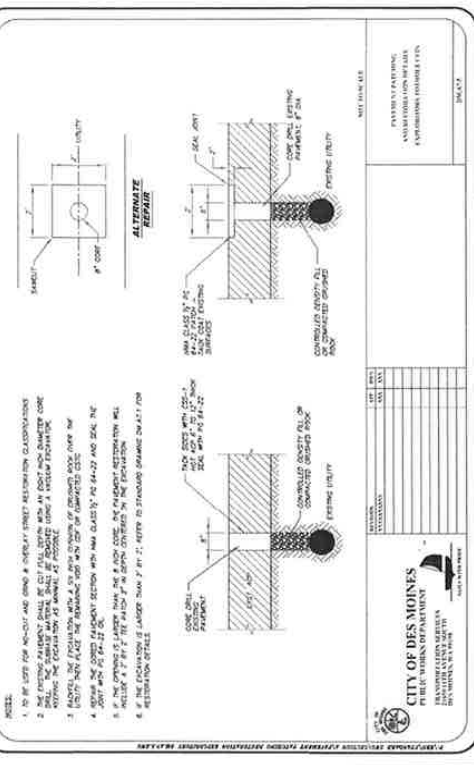
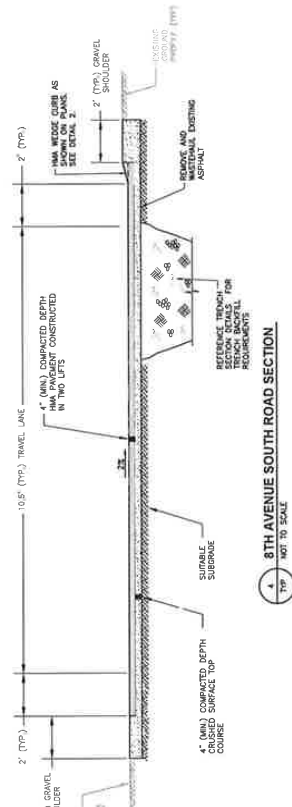
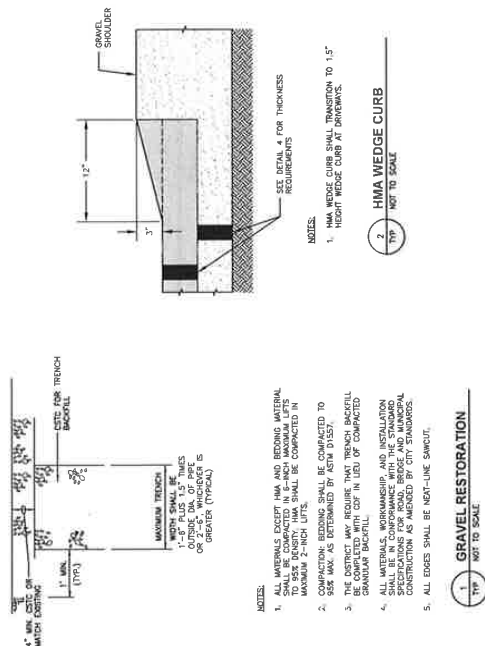




RESTORATION DETAILS
8TH AVENUE SOUTH WATER
MAIN INSTALLATION
KING COUNTY
WASHINGTON
DISTRICT 54



 Gray & Osborn, Inc. CONSULTING ENGINEERS 1125 AVENUE SOUTH SEATTLE, WASHINGTON 98144 • (206) 294-6800		DATE: FEB 2023 SCALE: NOTED DRAWN: KAM CHECKED: SJD APPROVED: WMP		NO. _____ REVISION _____ DATE _____	PROJECT: _____ DATE: _____ TIME: _____
KING COUNTY WATER DISTRICT 54 8TH AVENUE SOUTH WATER MAIN INSTALLATION RESTORATION DETAILS		 		PROJECT: _____ DATE: _____ TIME: _____	



SIGN INSTALLATION DETAIL

NOTES:
1. ALL MATERIAL AND DIMENSIONS SHALL CONFORM TO THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS AND METHODS OF CONSTRUCTION, AS APPLICABLE.
2. FOR SIGN POSTS, THE SIGN SHALL BE PLACED AT AN ANGLE OF 90° TO THE TRAVEL DIRECTION.
3. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE EDGE OF THE TRAVEL LANE.
4. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT PROPERTY LINE.
5. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT SIDEWALK.
6. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT DRIVEWAY.
7. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT FENCE.
8. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT CURB.

SIGN INSTALLATION DETAIL

NOTES:
1. ALL MATERIAL AND DIMENSIONS SHALL CONFORM TO THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS AND METHODS OF CONSTRUCTION, AS APPLICABLE.
2. FOR SIGN POSTS, THE SIGN SHALL BE PLACED AT AN ANGLE OF 90° TO THE TRAVEL DIRECTION.
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5. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT SIDEWALK.
6. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT DRIVEWAY.
7. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT FENCE.
8. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT CURB.

PAVEMENT MARKING DETAIL

NOTES:
1. ALL MATERIAL AND DIMENSIONS SHALL CONFORM TO THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS AND METHODS OF CONSTRUCTION, AS APPLICABLE.
2. FOR SIGN POSTS, THE SIGN SHALL BE PLACED AT AN ANGLE OF 90° TO THE TRAVEL DIRECTION.
3. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE EDGE OF THE TRAVEL LANE.
4. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT PROPERTY LINE.
5. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT SIDEWALK.
6. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT DRIVEWAY.
7. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT FENCE.
8. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT CURB.

PAVEMENT MARKING DETAIL

NOTES:
1. ALL MATERIAL AND DIMENSIONS SHALL CONFORM TO THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS AND METHODS OF CONSTRUCTION, AS APPLICABLE.
2. FOR SIGN POSTS, THE SIGN SHALL BE PLACED AT AN ANGLE OF 90° TO THE TRAVEL DIRECTION.
3. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE EDGE OF THE TRAVEL LANE.
4. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT PROPERTY LINE.
5. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT SIDEWALK.
6. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT DRIVEWAY.
7. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT FENCE.
8. THE SIGN SHALL BE PLACED AT A MINIMUM DISTANCE OF 10 FEET FROM THE ADJACENT CURB.

DATE: FEB 2021

SCALE: NOTED

NOTED

DATE: FEB 2021

APPROVED: WWP

CHECKED: JAC

DATE: FEB 2021

Gray & Osborn, Inc.

CONSULTING ENGINEERS

1120 MARKET AVENUE SOUTH, SUITE 300

SEATTLE, WASHINGTON 98148 • (206) 384-2880

SEAL

WASHINGTON STATE

REGISTERED PROFESSIONAL ENGINEER

NO. 10000

EXPIRATION DATE 12/31/2024

SEAL

WASHINGTON STATE

REGISTERED PROFESSIONAL ENGINEER

NO. 10000

EXPIRATION DATE 12/31/2024

PROPOSED SITE PLAN

8TH AVENUE SOUTH WATER MAIN INSTALLATION

KING COUNTY

WASHINGTON

KING COUNTY WATER DISTRICT 54

SHEET: C-1

OF: 21

JOB NO. 19A30

CHGP-SIT

Gray & Osborn, Inc.
CONSULTING ENGINEERS
1130 9th Avenue South, Suite 200
Seattle, Washington 98144 • (206) 384-0800

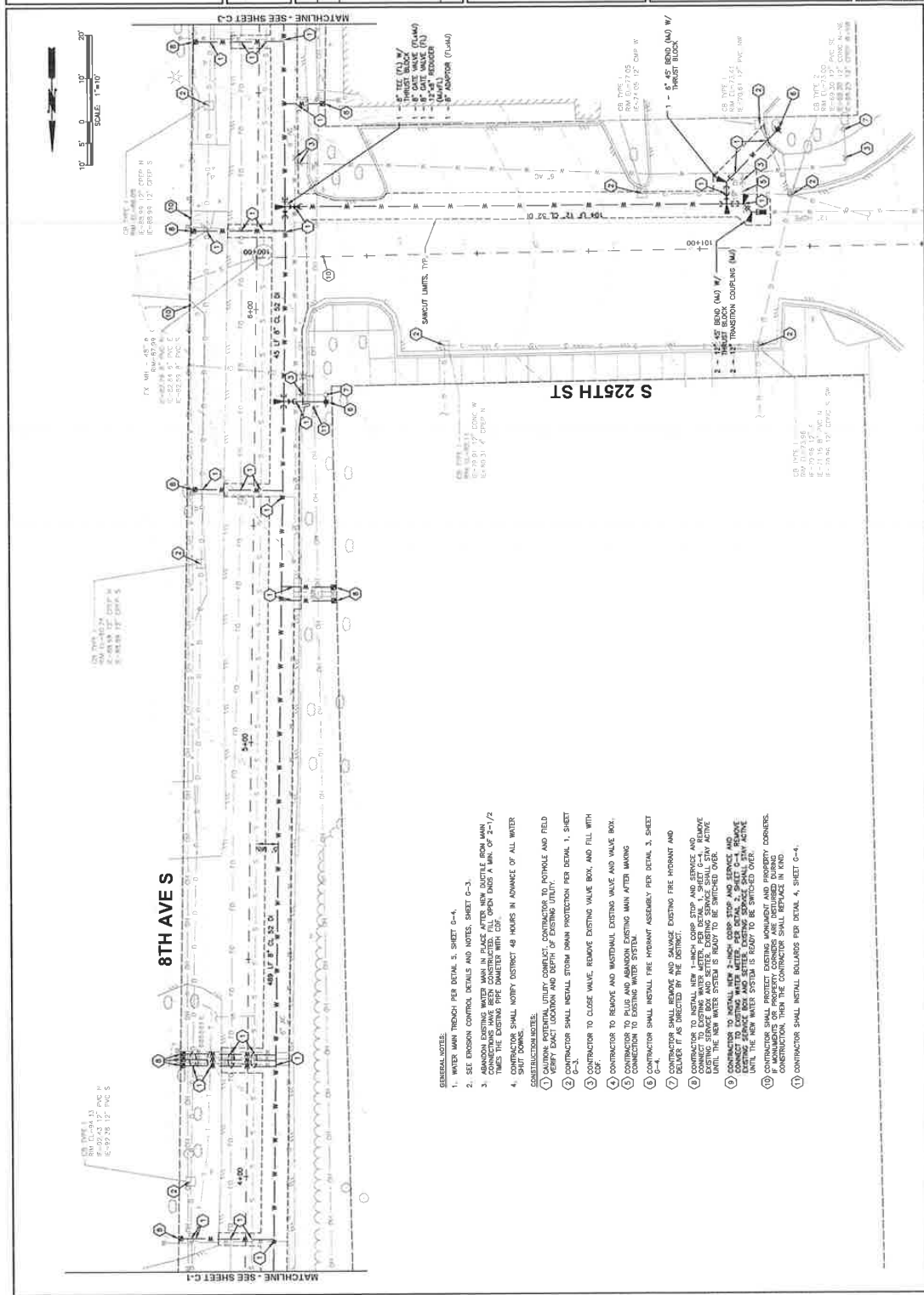
DATE: FEB 2024
DRAWN: MAM
CHECKED: SAC
APPROVED: WMP

PROJECT: KING COUNTY WATER DISTRICT 84
MAIN INSTALLATION
8TH AVENUE SOUTH WATER
KING COUNTY
WASHINGTON

DATE: FEB 2024
DRAWN: MAM
CHECKED: SAC
APPROVED: WMP

PROJECT: KING COUNTY WATER DISTRICT 84
MAIN INSTALLATION
8TH AVENUE SOUTH WATER
KING COUNTY
WASHINGTON

DATE: FEB 2024
DRAWN: MAM
CHECKED: SAC
APPROVED: WMP

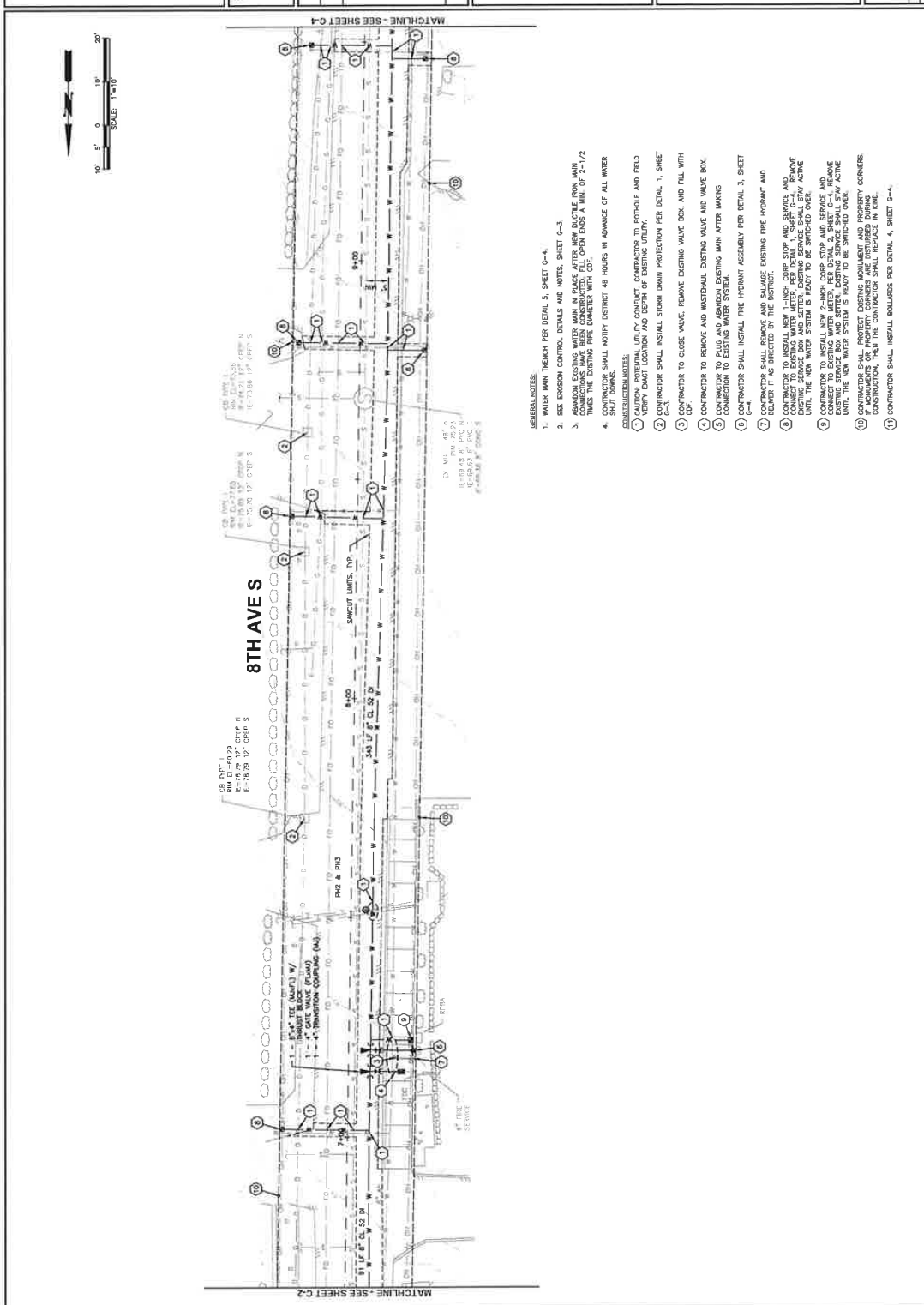


GENERAL NOTES:

1. WATER MAIN TRENCH PER DETAIL 3, SHEET G-4.
2. SEE EXISTING CONTROL DETAILS AND NOTES, SHEET G-3.
3. ABANDON EXISTING WATER MAIN IN PLACE AFTER NEW DUCTILE IRON MAIN CONNECTIONS HAVE BEEN COMPLETED. THE OPEN DUGS A MIN. OF 3'-1/2' DEEP AND SHALL BE BACKFILLED WITH 3/4" CRUSHED GRAVEL.
4. CONTRACTOR SHALL NOTIFY DISTRICT 48 HOURS IN ADVANCE OF ALL WATER SHUT DOWNS.

CONSTRUCTION NOTES:

1. CAUTION: EXISTING UTILITY CONTRACT. CONTRACTOR TO PROTECT AND FIELD EXISTING UTILITY. CONTRACTOR SHALL NOTIFY DISTRICT 48 HOURS IN ADVANCE OF ALL WATER SHUT DOWNS.
2. CONTRACTOR SHALL INSTALL STONE MAIN PROTECTION PER DETAIL 1, SHEET G-3.
3. CONTRACTOR TO CLOSE VALVE, REMOVE EXISTING VALVE BOX, AND FILL WITH COB.
4. CONTRACTOR TO REMOVE AND SALVAGE EXISTING FIRE HYDRANT AND DELIVER IT AS DIRECTED BY THE DISTRICT.
5. CONTRACTOR TO REMOVE AND SALVAGE EXISTING FIRE HYDRANT AND DELIVER IT AS DIRECTED BY THE DISTRICT.
6. CONTRACTOR TO REMOVE AND SALVAGE EXISTING FIRE HYDRANT AND DELIVER IT AS DIRECTED BY THE DISTRICT.
7. CONTRACTOR TO REMOVE AND SALVAGE EXISTING FIRE HYDRANT AND DELIVER IT AS DIRECTED BY THE DISTRICT.
8. CONTRACTOR TO REMOVE AND SALVAGE EXISTING FIRE HYDRANT AND DELIVER IT AS DIRECTED BY THE DISTRICT.
9. CONTRACTOR TO REMOVE AND SALVAGE EXISTING FIRE HYDRANT AND DELIVER IT AS DIRECTED BY THE DISTRICT.
10. CONTRACTOR SHALL PROTECT EXISTING MONUMENT AND PROPERTY CORNERS. CONTRACTOR SHALL PROTECT EXISTING MONUMENT AND PROPERTY CORNERS. CONTRACTOR SHALL PROTECT EXISTING MONUMENT AND PROPERTY CORNERS. CONTRACTOR SHALL PROTECT EXISTING MONUMENT AND PROPERTY CORNERS.
11. CONTRACTOR SHALL INSTALL BOLLARDS PER DETAIL 4, SHEET G-4.



DATE: FEB 2021

CHECKED: SAC

APPROVED: WWP

Gray & Osborn, Inc.

CONSULTING ENGINEERS

1130 MARKET AVENUE SUITE 200
SEATTLE, WASHINGTON 98104 • (206) 244-0800

DATE: FEB 2021

CHECKED: SAC

APPROVED: WWP

DATE: FEB 2021

CHECKED: SAC

APPROVED: WWP

SEAL

WASHINGTON STATE

REGISTERED PROFESSIONAL ENGINEER

NO. 10000

SEAL

WASHINGTON STATE

REGISTERED PROFESSIONAL ENGINEER

NO. 10000

PROPOSED SITE PLAN

MAIN INSTALLATION

8TH AVENUE SOUTH WATER

KING COUNTY

WASHINGTON

KING COUNTY WATER DISTRICT 84

SHEET: C-4

OF: 21

JOB NO: 18-039

DWG#-SFE

The plan shows a water main installation along Wagner Rd and S 226th St. Key features include:

- Water Main Layout:** A main line running north-south, with branches to the east and west.
- Valves:** Numerous valves are indicated, including a 12" stop valve (V1) and a 12" stop valve (V2).
- Manholes:** Several manholes are shown, including a 48" manhole (M1) and a 48" manhole (M2).
- Street Crossings:** The main line crosses S 226th St and Wagner Rd.
- Notes:** General notes and construction notes are provided, detailing the installation process and safety requirements.
- Scale:** A graphic scale bar is shown, indicating distances in feet.

GENERAL NOTES:

1. WATER MAIN TRENCH PER DETAIL 5, SHEET G-3.
2. SEE EROSION CONTROL DETAILS AND NOTES, SHEET G-3.
3. ABANDON EXISTING WATER MAIN IN PLACE AFTER NEW DUCTILE IRON MAIN IS INSTALLED. THE EXISTING PIPE SHALL BE REMOVED WITHIN 12 MONTHS OF COMPLETION OF THE NEW MAIN.
4. CONTRACTOR SHALL NOTIFY DISTRICT 48 HOURS IN ADVANCE OF ALL WATER MAIN WORK.
5. SAFETY CONSIDERATIONS:
 - (1) CAUTION: POTENTIAL UTILITY CONFLICT. CONTRACTOR TO POT-HOLE AND FIELD VERIFY EXACT LOCATION AND DEPTH OF EXISTING UTILITY.
 - (2) CONTRACTOR SHALL INSTALL STORM DRAIN PROTECTION PER DETAIL 1, SHEET G-3.
 - (3) CONTRACTOR TO CLOSE VALVE, REMOVE EXISTING VALVE BOX, AND FILL WITH CONCRETE.
 - (4) CONTRACTOR TO REMOVE AND ABANDON EXISTING VALVE AND VALVE BOX.
 - (5) CONTRACTOR TO PLUG AND ABANDON EXISTING MAIN AFTER MAKING CONNECTION TO DISTING WATER SYSTEM.
 - (6) CONTRACTOR SHALL INSTALL FIRE HYDRANT ASSEMBLY PER DETAIL 3, SHEET G-4.
 - (7) CONTRACTOR SHALL REMOVE AND ABANDON EXISTING FIRE HYDRANT AND HYDRANT BOX AS DIRECTED BY THE DISTRICT.
 - (8) CONTRACTOR TO INSTALL NEW 1-INCH CORP STOP AND SERVICE AND CONNECT TO EXISTING WATER METER. PER DETAIL 2, SHEET G-3. REMOVE EXISTING 1-INCH CORP STOP AND SERVICE. THE NEW WATER SYSTEM IS READY TO BE SWITCHED OVER.
 - (9) CONTRACTOR TO INSTALL NEW 2-INCH CORP STOP AND SERVICE AND CONNECT TO EXISTING SERVICE BOX AND SERVICE. EXISTING SERVICE SHALL STAY ACTIVE UNTIL THE NEW WATER SYSTEM IS READY TO BE SWITCHED OVER.
 - (10) CONTRACTOR SHALL REMOVE AND ABANDON EXISTING SERVICE BOX AND SERVICE. THE NEW WATER SYSTEM IS READY TO BE SWITCHED OVER.
 - (11) CONTRACTOR SHALL REMOVE AND ABANDON EXISTING SERVICE BOX AND SERVICE. THE NEW WATER SYSTEM IS READY TO BE SWITCHED OVER.
6. CONTRACTOR SHALL INSTALL BOLLARDS PER DETAIL 4, SHEET G-4.

Gray & Osborn, Inc.
CONSULTING ENGINEERS
100 MARKET AVENUE, SUITE 200
SEATTLE, WASHINGTON 98144 • (206) 294-0800

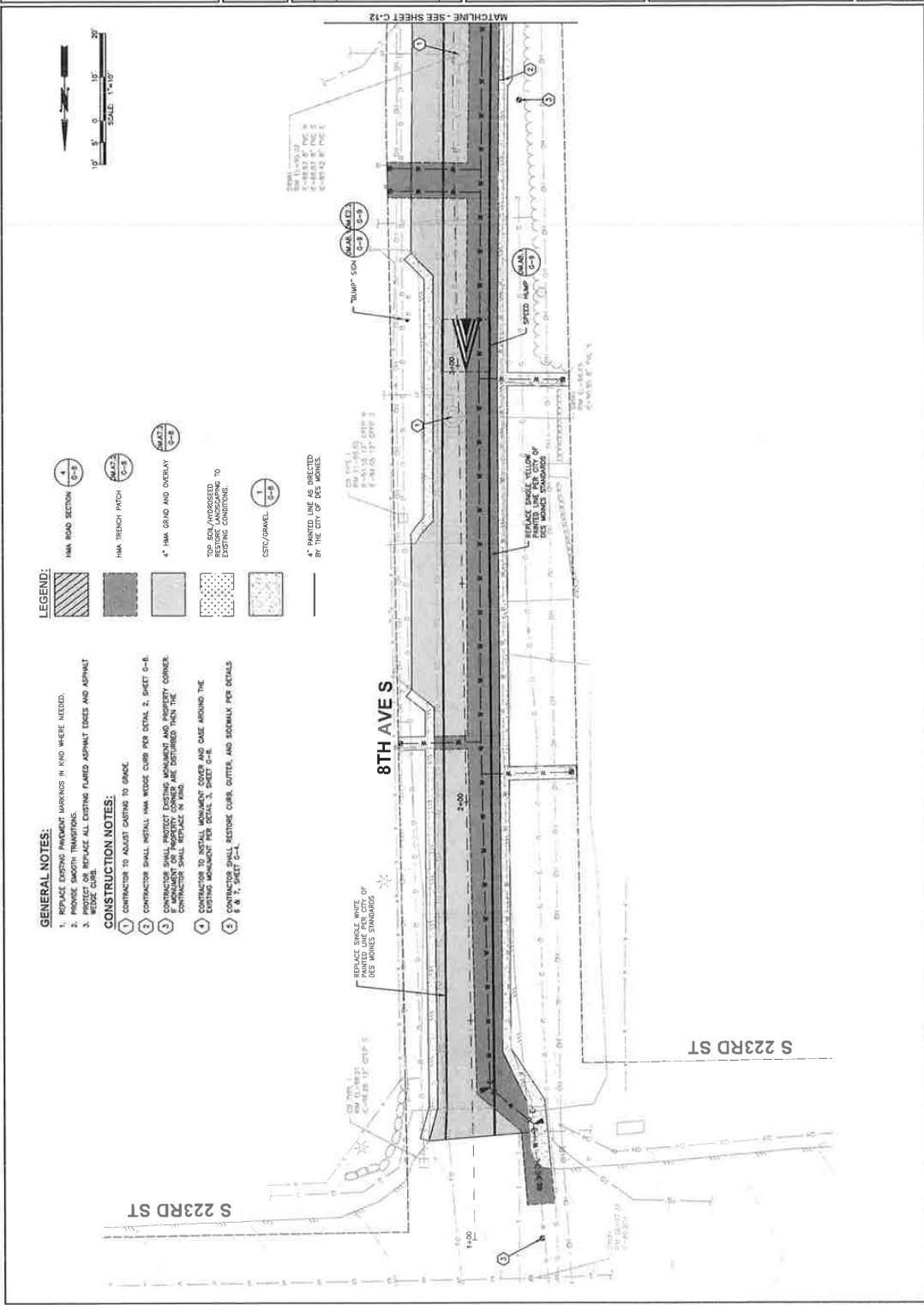
DATE: FEB. 2021	APPROVED: [Signature]
SCALE: NOTED	CHECKED: LJC
DRAWN: KKA	

NO.	REVISION



KING COUNTY WATER DISTRICT 54
KING COUNTY
WASHINGTON
8TH AVENUE SOUTH WATER
MAIN INSTALLATION
PROPOSED RESTORATION PLAN

SHEET: C-6
OF: 21
PROJECT NO: 184539
CONTRACT: DWP-RESTORE

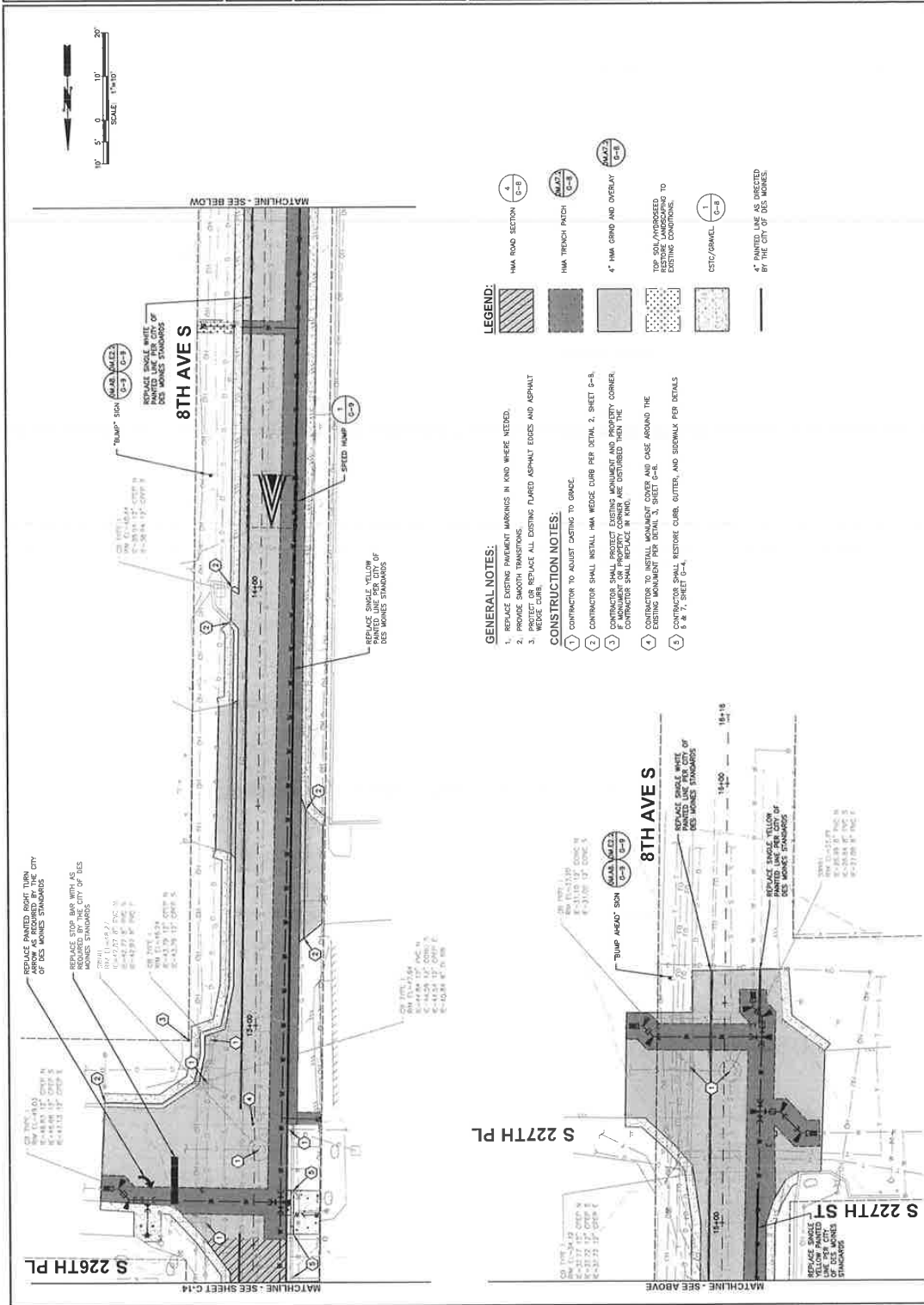


- GENERAL NOTES:**
1. REPLACE EXISTING PAVEMENT MARKINGS IN KIND WHERE NEEDED.
 2. PROVIDE SMOOTH TRANSITIONS.
 3. WHERE NECESSARY, REPLACE ALL EXISTING FLARED ASPHALT EDGES AND ASPHALT WEDGE CURB.
- CONSTRUCTION NOTES:**
1. CONTRACTOR TO ADJUST CURB TO GRADE.
 2. CONTRACTOR SHALL INSTALL HMA WEDGE CURB PER DETAIL 2, SHEET C-4-B.
 3. CONTRACTOR SHALL PROTECT EXISTING MANHOLE AND PROPERTY CORNER. IF MANHOLE OR PROPERTY CORNER ARE DISTURBED THEN THE CONTRACTOR SHALL REPLACE IN KIND.
 4. CONTRACTOR TO INSTALL MANHOLE COVER AND GATE AROUND THE EXISTING MANHOLE PER DETAIL 3, SHEET C-4-B.
 5. CONTRACTOR SHALL RESTORE CURB, GUTTER, AND SIDEWALK PER DETAILS 1 & 2, SHEET C-4.

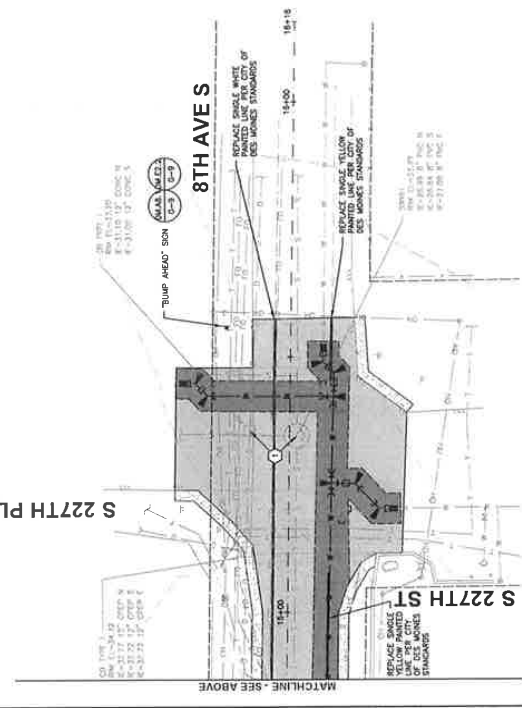
LEGEND:

- HMA ROAD SECTION
- HMA TRENCH PATCH
- 4" HMA GRIND AND OVERLAY
- TOP SOIL APPLIED/SEE RESTORE LANDSCAPING TO EXISTING CONDITIONS
- CUT/PAVEL

 Gray & Osborn, Inc. CONSULTING ENGINEERS 1130 MARSH AVENUE, SUITE 200 SEATTLE, WASHINGTON 98114 • (206) 284-0800		DATE: FEB 2021 SCALE: NOTED DRAWN: MM CHECKED: JAC APPROVED: WWP
KING COUNTY WATER DISTRICT 54 8TH AVENUE SOUTH WATER MAIN INSTALLATION KING COUNTY WASHINGTON		
SHEET: C-10 OF: 21 JOB NO.: 18A338 DWG#-RESTORE		



- LEGEND:**
- HMA ROAD SECTION
 - HMA TRENCH PATCH
 - 4" HMA CRUMB AND OVERLAY
 - TOP SOIL PARAPETTES TO RESTORE LANDSCAPING TO EXISTING CONDITIONS
 - CSTC/GRANUL
 - 4" PAINTED LINE AS DIRECTED BY THE CITY OF DES MOINES
- GENERAL NOTES:**
1. REPLACE EXISTING PAVEMENT MARKINGS IN KIND WHERE NEEDED.
 2. PROVIDE SMOOTH TRANSITIONS.
 3. CONTRACTOR SHALL REPLACE ALL EXISTING PLACED ASPHALT EDGES AND ASPHALT WEDGE CURB.
- CONSTRUCTION NOTES:**
1. CONTRACTOR TO ADJUST CURBING TO GRADE.
 2. CONTRACTOR SHALL INSTALL HMA WEDGE CURB PER DETAIL 2, SHEET C-14.
 3. CONTRACTOR SHALL PROTECT EXISTING MONUMENT AND PROPERTY CORNER. IF MONUMENT OR PROPERTY CORNER ARE DISTURBED THEN THE CONTRACTOR SHALL REPLACE IN KIND.
 4. CONTRACTOR TO INSTALL MONUMENT COVER AND CASE AROUND THE EXISTING MONUMENT PER DETAIL 3, SHEET C-14.
 5. CONTRACTOR SHALL RESTORE CURB, CUTTER, AND SIDEWALK PER DETAILS 6 & 7, SHEET C-14.



KING COUNTY WATER DISTRICT #4 8TH AVENUE SOUTH WATER MAIN INSTALLATION KING COUNTY WASHINGTON		SHEET: TC-2 OF: 21 JOB NO: 18439 DATE: 2/27/21
TRAFFIC CONTROL PLAN		
No. _____ REVISION _____ DATE _____ APPROVED: WRP _____ CHECKED: SAC _____ DRAWN: KAM _____ SCALE: NOTED _____ DATE: FEB 2021		
Gray & Osborn, Inc. CONSULTING ENGINEERS 1130 MARKET STREET, SUITE 200 SEATTLE, WASHINGTON 98104 • (206) 244-0400		

LEGEND
 IN CLASS A OR B SIGN LOCATION

- NOTES**
1. FLAGGER STATIONS SHALL BE ILLUMINATED DURING HOURS OF DARKNESS.
 2. EXTEND ADVISORY TAPE ACROSS SHOULDER.
 3. SET SPECIAL PROVISIONS SECTION 1-07.23 AND 1-10.
 4. SIGNS SHALL BE 48"X48" BLACK LEGEND (NON-REFL.) ON WHITE BACKGROUND.
 5. MOTORIST MUST BE ADVISED OF ROAD CLOSURE BY SIGN. INSTALL WHEN THE FOLLOWING ROADWAY CONDITIONS EXIST:
 - GROINED PAVEMENT
 - ABRUPT LANE EDGE
 - STEEL PLATES
 - CRACKS
 - POTHOLES
 6. SPECIFIC SIGNS FOR EACH OF THE CONDITIONS NOTED IN NOTE 5 SHALL BE USED IN ADDITION TO THE STANDARD ROAD CLOSURE SIGNS.
 7. CHANGELING DEVICE SPACING FOR THE DOWNSTREAM LANE SHALL BE 300 FEET.
 8. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 9. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 10. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 11. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 12. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 13. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 14. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 15. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 16. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 17. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 18. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 19. WORK SHALL BE IN PLACE FOR 3 DAYS OR MORE SHALL BE POST MOUNTED.
 20. MINIMUM TRAVEL LANE WIDTH IS 10 FEET.

ROAD CLOSURE SIGNS TO BE MOVED TO THE NEXT SIGN LOCATION ONLY ONE SIDE STREET TO BE CLOSED AT A TIME

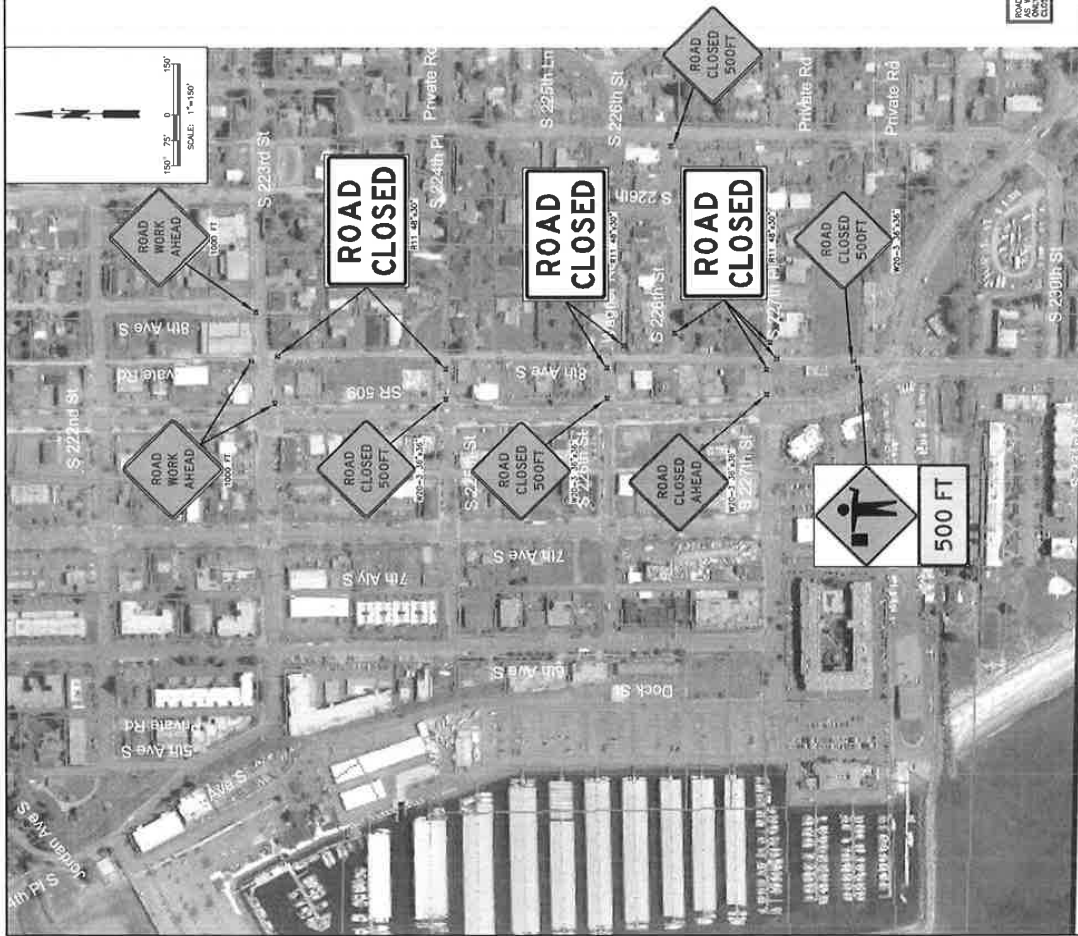


EXHIBIT B

COST SHARING ESTIMATES

KING COUNTY WATER DISTRICT #54
8TH AVENUE SOUTH WATER MAIN INSTALLATION
ROAD RECONSTRUCTION COST BREAKDOWN
COST SHARING COST ESTIMATE

ITEM NO.	DESCRIPTION	TOTAL			DISTRICT			CITY		
		ESTIMATED QUANTITY	UNIT	PRICE	ESTIMATED QUANTITY	UNIT	PRICE	ESTIMATED QUANTITY	UNIT	PRICE
1	Mobilization, Cleanup, and Demobilization	1 LS	\$25,000		1 LS	\$10,000		1 LS	\$15,000	
2	Project Temporary Traffic Control	1 LS	\$10,000		1 LS	\$5,000		1 LS	\$5,000	
3	Roadway Excavation, Incl. Haul	265 CY	\$100		0 CY	\$100		265 CY	\$100	
4	Crushed Surfacing Top Course	500 TN	\$35		290 TN	\$35		210 TN	\$35	
5	HMA CL 1/2" PG 58H-22 (Trench)	175 TN	\$150		175 TN	\$150		0 TN	\$150	
6	HMA CL 1/2" PG 58H-22 (Overlay)	565 TN	\$150		160 TN	\$150		405 TN	\$150	
7	HMA CL 1/2" PG 58H-22 (Road Section)	275 TN	\$150		110 TN	\$150		165 TN	\$150	
8	HMA Wedge Curb	750 LF	\$10		375 LF	\$10		375 LF	\$10	
9	Speed Hump (Incl. Pavement Markings and Permanent Signage)	3 EA	\$3,000		0 EA	\$3,000		3 EA	\$3,000	
10	Plastic Traffic Arrow	3 EA	\$400		2 EA	\$300		1 EA	\$300	
11	Plastic Stop Line	12 LF	\$50		12 LF	\$20		0 LF	\$20	
12	Paint Line	2,800 LF	\$7		1400 LF	\$7		1,400 LF	\$7	
SUBTOTAL			\$269,150			\$106,278			\$162,200	
Construction Contingencies (10%)			\$26,915			\$10,628			\$16,220	
TOTAL COST			\$296,065			\$116,906			\$178,420	

KING COUNTY WATER DISTRICT #54
8TH AVENUE SOUTH FROM SOUTH 223RD STREET TO SOUTH 227TH STREET
SCHEDULE A: 8TH AVENUE SOUTH WATER MAIN REPLACEMENT
COST ESTIMATE
March 5, 2021
G &O # 18439.00

<u>ITEM</u> <u>NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
1	Minor Changes	1 CALC	\$10,000	\$10,000
2	Mobilization, Cleanup, and Demobilization	1 LS	\$57,000	\$57,000
3	Project Temporary Traffic Control	1 LS	\$20,000	\$20,000
4	Clearing and Grubbing	1 LS	\$10,000	\$10,000
5	Sawcutting	640 LF	\$4	\$2,560
6	Removal of Structures and Obstructions	1 LS	\$50,000	\$50,000
7	Removal and Disposal of Existing AC Water Main	50 LF	\$25	\$1,250
8	Controlled Density Fill	20 CY	\$200	\$4,000
9	Locate Existing Utilities	1 LS	\$2,000	\$2,000
10	Crushed Surfacing Top Course	1,900 TN	\$35	\$66,500
11	HMA Cl. 1/2" PG 58H-22 Trench Patch	35 TN	\$150	\$5,250
12	HMA Cl. 1/2" PG 58H-22 Overlay (225th & 226th St)	60 TN	\$150	\$9,000
13	Temporary HMA	50 TN	\$120	\$6,000
14	Planing Bituminous Pavement	200 SY	\$13	\$2,600
15	Trench Excavation Safety Systems	1 LS	\$8,000	\$8,000
16	Removal of Unsuitable Material	50 CY	\$150	\$7,500
17	DI Pipe for Water Main, 8 In. Diam.	1,550 LF	\$100	\$155,000
18	DI Pipe for Water Main, 12 In. Diam.	210 LF	\$150	\$31,500
19	Additional Ductile Iron Fittings	1,000 LB	\$5	\$5,000
20	Connection to Existing Water Main	8 EA	\$5,000	\$40,000
21	Gate Valve, 8 In. Diam.	13 EA	\$2,000	\$26,000
22	Gate Valve, 4 In. Diam.	2 EA	\$1,500	\$3,000
23	Fire Hydrant Assembly	4 EA	\$6,000	\$24,000
24	Fire Hydrant Guard Post	2 EA	\$500	\$1,000
25	Service Connection, 1 In. Diam.	29 EA	\$1,500	\$43,500
26	Service Connection, 2 In. Diam.	2 EA	\$2,500	\$5,000
27	Erosion Control and Water Pollution Prevention	1 LS	\$10,000	\$10,000
28	Seeding, Fertilizing and Mulching	300 SY	\$5	\$1,500
29	Cement Concrete Traffic Curb and Gutter	100 LF	\$60	\$6,000
30	Cement Concrete Sidewalk	30 SY	\$100	\$3,000
31	Project Documentation	1 LS	\$3,000	\$3,000
Subtotal				<u>\$619,160</u>
Sales Tax		10.10%		<u>\$62,535</u>
Subtotal Construction Cost				<u>\$681,695</u>
Construction Contingencies		10%		<u>\$61,916</u>
TOTAL CONSTRUCTION COST				<u>\$743,611</u>

KING COUNTY WATER DISTRICT #54
8TH AVENUE SOUTH FROM SOUTH 223RD STREET TO SOUTH 227TH STREET
SCHEDULE B: 8TH AVENUE SOUTH & SOUTH 226TH ST RESTORATION
COST ESTIMATE
March 5, 2021
G &O # 18439.00

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
1	Mobilization, Cleanup, and Demobilization	1	LS	\$25,000	\$25,000
2	Project Temporary Traffic Control	1	LS	\$10,000	\$10,000
3	Excavation, Embankment and Grading, Incl. Haul	265	CY	\$100	\$26,500
4	Crushed Surfacing Top Course	500	TN	\$35	\$17,500
5	HMA Cl. 1/2" PG 58H-22 (Trench)	175	TN	\$150	\$26,250
6	HMA Cl. 1/2" PG 58H-22 (Overlay)	565	TN	\$150	\$84,750
7	HMA Cl. 1/2" PG 58H-22 (Road Section)	275	TN	\$150	\$41,250
8	HMA Wedge Curb	750	LF	\$10	\$7,500
9	Speed Hump (Incl. Pavement Markings and Permanent Signing)	3	EA	\$3,000	\$9,000
10	Plastic Traffic Arrow	3	EA	\$400	\$1,200
11	Plastic Stop Line	12	LF	\$50	\$600
12	Paint Line	2,800	LF	\$7	\$19,600
Subtotal					<u>\$269,150</u>
Construction Contingencies					<u>10% \$26,915</u>
TOTAL CONSTRUCTION COST					<u>\$296,065</u>

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**CITY OF DES MOINES
2021-2026 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

Arterial Street Pavement Preservation

Project # **102.102**

Summary Project Description:

Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of pavement rehabilitation measures, such as chip seals, patches and overlays.

CIP Category: Arterial Street Repaving

Managing Department: Plan, Build & PW Admin

Justification/Benefits: The City's Comprehensive Transportation Plan has identified the Pavement Management Program as a high priority. A major component of this program are pavement maintenance and rehabilitation projects. These projects are intended to protect and preserve the surface condition and help maintain the structural integrity of roadways. With proper maintenance, asphalt pavement has a design life of 20 to 25 years. There are approximately 100 centerline miles of roadway. Given the design life of pavement, the Pavement Management Program should strive to maintain at least 4 to 5 centerline miles of roadway bi-annually, if resources are available.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	102	14	116
Land & Right of Way	-	-	-
Construction	2,311	-	2,311
Contingency	5,712	(4,550)	1,162
Total Expenditures	8,125	(4,536)	3,589

ANNUAL ALLOCATION									
Project to Date 12/31/19	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026		
113	3	-	-	-	-	-	-	-	-
2,139	172	-	-	-	-	-	-	-	-
521	33	143	149	155	161	-	-	-	-
2,773	208	143	149	155	161	-	-	-	-

Funding Sources	Current Budget	Requested Change	Total Budget
Arterial Pavement Fund	44	32	76
Interlocal Agreement	764	-	764
Transportation Benefit District Fund Transfer	3,896	(2,401)	1,495
Franchise Fees	4,660	(2,438)	2,222
Total Funding	9,364	(4,807)	4,557

Project to Date 12/31/19	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026
76	-	-	-	-	-	-	-
764	-	-	-	-	-	-	-
1,424	71	-	-	-	-	-	-
1,477	137	143	149	155	161	-	-
3,741	208	143	149	155	161	-	-

OPERATING IMPACT					
6 Year Total					
Operating Impact	-	-	-	-	-
Revenue	-	-	-	-	-
Expenses	-	-	-	-	-
Net Impact	-	-	-	-	-

ANNUAL OPERATING IMPACT					
2020	2021	2022	2023	2024	2026
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

*Transportation Benefit District Funds in 2020 and beyond are subject to potential legislative changes.

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**INTERLOCAL AGREEMENT
CITY OF DES MOINES AND
LAKEHAVEN WATER AND SEWER DISTRICT**

Lakehaven Water and Sewer District S. 272nd St. and
Vicinity Water Main Replacement

RECITALS

WHEREAS, Lakehaven Water and Sewer District ("District") owns and operates certain water utilities located within the right-of-way within various roadways in the Woodmont Neighborhood and the District is undertaking a capital improvement project to replace approximately 3,020 linear feet of asbestos cement (AC) water main known as the Lakehaven Water and Sewer District S. 272nd St. and Vicinity Water Main Replacement ("the Project"), Exhibit A; and

WHEREAS, the City of Des Moines, Washington ("City") is interested in roadway re-paving adjacent to the work required by the District's capital improvement project known as the Lakehaven Water and Sewer District S. 272nd St. and Vicinity Water Main Replacement ("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's Work into the District's design and construction of the Project would be more expedient, less expensive, and less disruptive to the public than if the District and City undertook the Work separately; and

WHEREAS, the City and the District (individually a "Party" and collectively the "Parties") mutually desire to establish a formal arrangement under which the City will pay the District in consideration of the District's incorporating the City's Work into the design and 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 City Council of the City has taken appropriate action to approve the City's approval of and entry into this Agreement ("Agreement"); and

WHEREAS, the District Board of Commissioners has taken appropriate action to approve the District's approval of and entry into 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 execution by the Parties. 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 for the City Work provided pursuant hereto, or (b) the District's issuance to the Contractor of a project construction "Substantial Completion" Letter. 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 contractor in terminating and closing out the City's portion of the 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 coordinate with the District to incorporate the City Work into the construction documents, **Exhibit A**, and for constructing the City Work pursuant to Section 6 of this Agreement, 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 engineering consultants to

prepare the engineering plans for the City Work. The City shall review the final 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 directly contract with the District's engineering consultants to support the City's Work into the District's Contract Documents. No payment to the District will be made for engineering services by the City.

b. Bid Process. The City shall participate in the 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 on a separate Bid Schedule for the City Work.
- 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.
- iii. To determine the lowest responsive, responsible bidder, the District will include all Bid Schedules unless the City rejects the bid for the City Work.

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 District 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 two Bid Schedules. The parties agree the bid schedule costs shall be proportionally shared between the District and City based on the mutually agreed to in Bid Schedule B. Total cost of City Work to be paid is estimated at **One Hundred Sixty Six Thousand Seven Hundred Dollars (\$166,700)** as identified in the Engineers Estimate included in **Exhibit B**.
- ii. Applicable Sales Tax for the City Work and associated Bid Schedule shall be governed by WAC 485-20-171 and its related

rules.

- d. Construction Management: The City shall reimburse the District for the City's prorated share of the District's costs incurred for Project construction engineering and management.

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 **Twenty One Thousand Dollars (\$21,000)**.

- e. Construction Inspection: The City shall provide its own construction engineering and inspection during construction of the City Work. The City inspector shall coordinate directly with the District's inspector during the Project construction. The City inspector will have the responsibility for inspection 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's inspector will provide copies of all daily field reports to the District's Construction Manager.

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. The City shall complete the review within five (5) business days of receiving any RAM from the contractor or the District.

- f. 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 outside costs for construction engineering and management, if any, and District administration support including legal representation.

- 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, **Exhibit A**. The City Work will be under a separate bid schedule in order to provide a clear identification of the bid item cost allocations between the City Work and the Project work.
- 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 and/or Federal 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:

- A. 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 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.
- B. 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.
- C. The cost incurred by the District for construction engineering and management 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 the amount invoiced of **\$21,000** within thirty (30) days of execution of the Construction Contract with the Contractor.
- D. 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.

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 District's 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's water line installation 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. 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. The City of Des Moines 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 hereto 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
Andrew Merges
City Engineer
216560 11th Avenue South
Des Moines, WA 98198
amerges@desmoineswa.gov**

Notices to the District shall be sent to the following e-mail (preferred) or

mailing addresses:

Mr. Steve Pritchett
General Counsel
SPritchett@lakehaven.org

Ann-Marie Doerhoff
Project Engineer
adoerhoff@lakehaven.org

Lakehaven Water and Sewer District
General Counsel
31627 1st Ave S.
Federal Way, WA 98003

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 document 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 _____.

CITY OF DES MOINES

By: _____
Michael Matthias, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

/s/ Tim George
Des Moines City Attorney

Reviewed and approved as authorized by Motion No. _____ of the Lakehaven Water and Sewer District Board of Commissioners on the ____ day of _____.

By: _____
John Bowman, General Manager

Date: _____

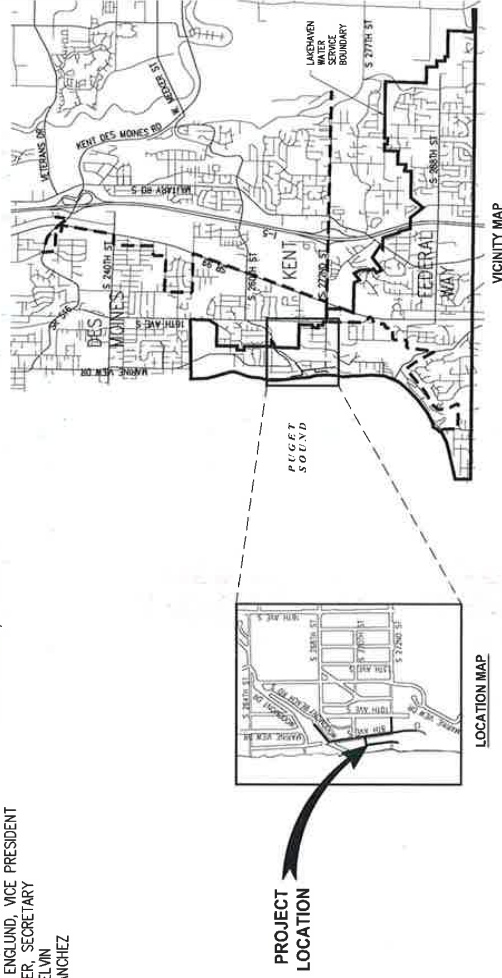
EXHIBIT A

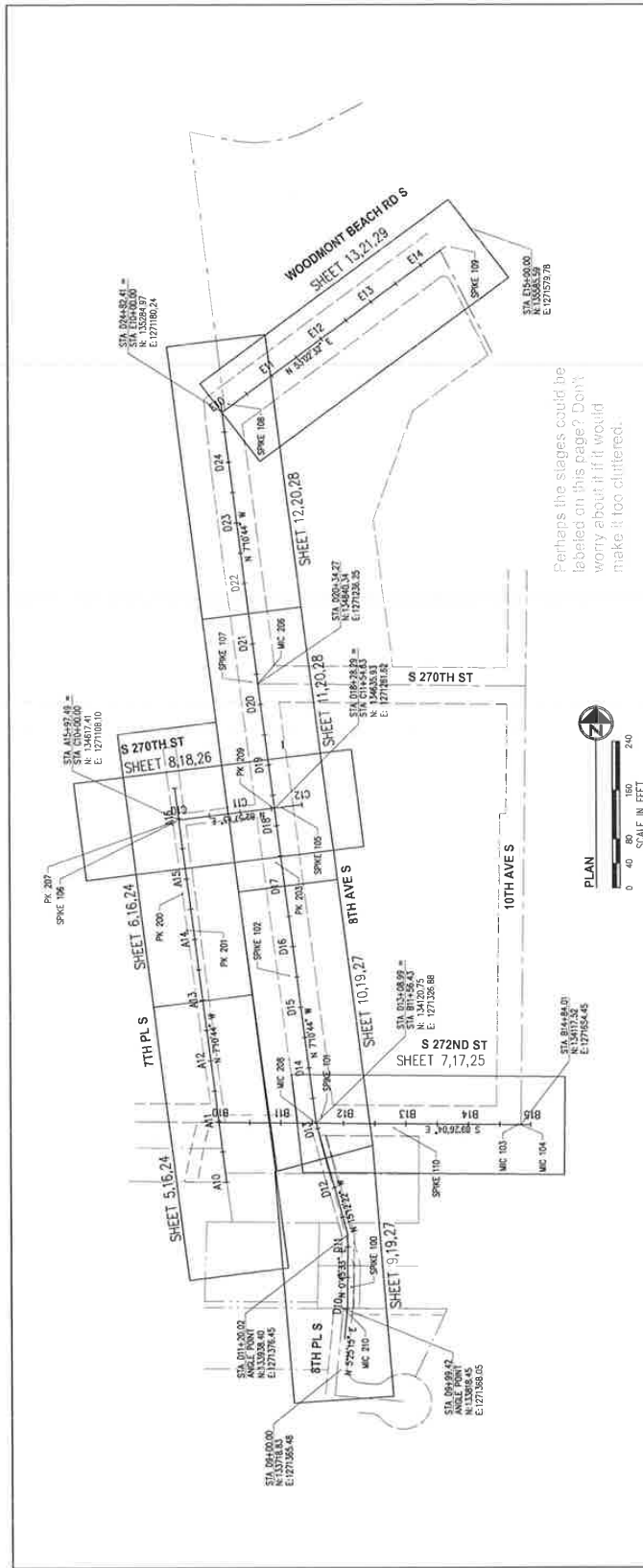


BOARD OF COMMISSIONERS
RON KOWICKI, PRESIDENT
LEONARD ENGLUND, VICE PRESIDENT
DON MILLER, SECRETARY
LAURA BELVIN
PETER SANCHEZ

GENERAL MANAGER
JOHN BOWMAN, PE

SHEET No.	DESCRIPTION	TITLE
GENERAL		
1	COVER SHEET	
2	INDEX SHEET & SURVEY CONTROL	
3	LOADING AND OBSERVATIONS	
4	GENERAL NOTES	
WATER UPLAND PLANT & PROFILE		
5	STA. 414+00 TO STA. 414+50	
6	7TH PL. S	
7	STA. 414+25 TO STA. 414+50	
8	S 272ND ST	
9	STA. 414+00 TO STA. 415+00	
10	S 270TH PL	
11	STA. 414+00 TO STA. 412+50	
12	8TH AVE S	
13	STA. 414+00 TO STA. 412+50	
14	8TH AVE S	
15	STA. 412+50 TO STA. 417+00	
16	8TH AVE S	
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18	STA. 412+50 TO STA. 417+00	
19	8TH AVE S	
20	STA. 417+00 TO STA. 412+50	
21	8TH AVE S	
22	WOODMONT BEACH RD	
23	STA. 412+50 TO STA. 413+00	
24	STA. 413+00 TO STA. 414+00	
25	STA. 414+00 TO STA. 415+00	
26	STA. 415+00 TO STA. 416+00	
27	STA. 416+00 TO STA. 417+00	
28	STA. 417+00 TO STA. 412+50	
29	STA. 412+50 TO STA. 417+00	
30	STA. 417+00 TO STA. 412+50	
31	STA. 412+50 TO STA. 417+00	
32	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
33	TEMPORARY WATER MAIN GENERAL NOTES	
34	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
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81	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
82	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
83	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
84	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
85	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
86	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
87	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
88	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
89	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
90	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
91	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
92	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
93	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
94	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
95	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
96	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
97	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
98	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
99	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	
100	TEMPORARY WATER MAIN CONSTRUCTION SEQUENCE	





Perhaps the stages could be labeled on this page? Don't worry about it if it would make it too cluttered.

NOTES

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITY FACILITIES, AS SHOWN ON THE PREVIOUS SHEET, ARE TO BE MAINTAINED AND MARKED WITH UTILITY MARKING (SEE NOTE 6) OR AS-BUILT PLANS, AND ARE SHOWN IN AN APPROXIMATE WAY ONLY.
- THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY ANY AND ALL UNDERGROUND UTILITIES. ALL LOCATOR SERVICES SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION OR SUBSURFACE EXPLORATION. CALL 1-800-442-5855.
- FIELD SURVEY: KPS, JULY-AUGUST & NOVEMBER, 2017.
- CONTOUR INTERVAL = 1 FOOT.
- STORM CONNECTIONS AS SHOWN REPRESENT PAINTED PIPE LOCATES. CENTER OF LID.
- SEWER CONNECTIONS AS SHOWN REPRESENT PAINTED PIPE LOCATES.
- UTILITY PORTALS (RUP-BUILT) PERFORMED BY KPS INC AND SUPERVISED BY KPS INC IN SEPTEMBER 2017. PORTAL LOCATIONS PROVIDED ON PLAN SHEETS 5-13.

HORIZONTAL DATUM

WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83/11, BASED ON THE FOLLOWING MONUMENT POINTS:

- SP7709-284 (D 4943)
DESCRIPTION: MONUMENT BRASS DISK SET INTO A ROUND CONCRETE MONUMENT UNDER A CASE AND COVER
- SP7709-284 (D 4943)
DESCRIPTION: MONUMENT BRASS DISK CEMENTED INTO A DRILL HOLE AND SET LEVEL WITH THE CONCRETE SURFACE.

VERTICAL DATUM

NAD 83, BASED ON THE FOLLOWING MONUMENT POINTS:

- GP7709-84 (D 377)
DESCRIPTION: MONUMENT BRASS DISK SET INTO A ROUND CONCRETE MONUMENT UNDER A CASE AND COVER
- GP7709-284 (D 4943)
DESCRIPTION: MONUMENT BRASS DISK CEMENTED INTO A DRILL HOLE AND SET LEVEL WITH THE CONCRETE SURFACE.

CONTROL POINT LIST

PT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
109	SPK	135553.90	127150.34	46.44'
110	SPK	134193.93	127145.58	115.04'
200	PK MAL W/MASHER	134485.54	127113.06	42.02'
201	PK MAL W/MASHER	134435.50	127120.53	42.21'
202	PK MAL	134547.33	127128.76	70.24'
203	MON IN CASE	134603.34	127128.25	
204	MON IN CASE	134615.49	127131.85	
205	MON IN CASE	134620.75	127128.88	
206	PK MAL	134635.53	127128.67	
207	MON IN CASE	133818.45	127136.05	

CONTROL POINT LIST

PT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
100	SPK	133652.89	127130.64	93.32'
101	SPK	134132.37	127135.78	96.24'
102	SPK	134901.79	127126.76	80.89'
103	MON IN CASE	134171.61	127165.02	145.82'
104	MON IN CASE	134171.52	127165.45	0.00'
105	SPK	134637.54	127123.61	67.72'
106	SPK	134633.07	127109.95	44.76'
107	SPK	134643.16	127125.67	67.02'
108	SPK	133298.80	127119.56	30.86'



APPROVED BY: [Signature]
DATE: 02/20/2021
PROJECT NUMBER: 171111

DESIGNED BY: [Signature]
DATE: 02/20/2021
PROJECT NUMBER: 171111

CHECKED BY: [Signature]
DATE: 02/20/2021
PROJECT NUMBER: 171111

PROJECT MANAGER: [Signature]
DATE: 02/20/2021
PROJECT NUMBER: 171111

PROJECT NUMBER: 171111

PROJECT NUMBER: 171111

INDEX SHEET & SURVEY CONTROL
KPS PROJECT No. 171111 | SHEET 2 OF 38

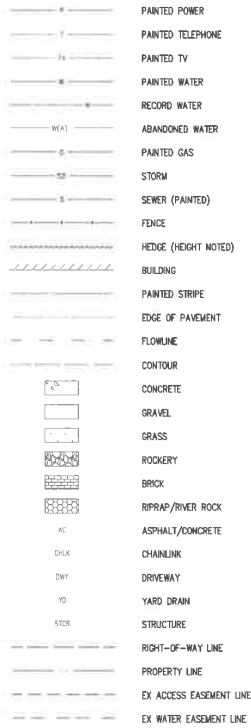
LAKEHAVEN WATER & SEWER DISTRICT
S 272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS



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KPG
ENGINEERING
SEATTLE
1111 1st Ave S
Suite 100
98104-3100
206-442-5855

	MONUMENT IN CASE		TELEPHONE RISER
	PK NAIL		GAS VALVE
	REBAR & CAP		WATER VALVE
	SPOT SHOT (DESCRIBED)		WATER METER
	CATCH BASIN		FIRE HYDRANT
	STORM DRAIN MANHOLE		HOSE BIB
	YARD DRAIN		IRRIGATION CONTROL VALVE
	CULVERT		STAND-PIPE (GENERIC/UNKNOWN)
	SEWER MANHOLE		GUARD POST
	POWER POLE		BORE
	POWER POLE W/UNDERGROUND CONNECT		BOULDER
	POWER OUTLET		SIGN
	GUY ANCHOR		MAILBOX (# OF BOXES)
	LOT LIGHT		SHRUB
	YARD LIGHT		STUMP, DIAMETER
			DECIDUOUS TREE, DIAMETER (# OF TRUNKS)
			CONIFEROUS TREE, DIAMETER (# OF TRUNKS)



AC	ASPHALT CONCRETE OR	MM	MANHOLE
	ASBESTOS CEMENT	MN	MONUMENT IN CASE
ACP	ASPHALT CONCRETE PAVEMENT OR	MM	MINIMUM
	ASBESTOS CEMENT PIPE	MJ	MECHANICAL JOINT
ADA	AMERICANS WITH DISABILITIES ACT	MON	MONUMENT
AP	ANGLE POINT	N	NORTH OR NORTHING
APPROX	APPROXIMATE	NAVD	NORTH AMERICAN VERTICAL DATUM
BUILDG	BUILDING	NO	NUMBER
CB	CATCH BASIN	NS	NOT TO SCALE
CCP	CEMENT CONCRETE PAVEMENT	OC	ON CENTER
CCDF	CONTROLLED DENSITY FILL	OO	OUTSIDE DIAMETER
CHLK	CHALKLINE	PC	POINT OF CURVE
C	CENTERLINE	PCD	POINT OF COMPOUND CURVATURE
CL	CLASS OR CENTERLINE	PCC	OR PORTLAND CEMENT CONCRETE
CO	CLEANOUT	PCPV	PERVIOUS CEMENT CONCRETE PAVEMENT
CO...	CITY OF ...	PI	PIPTHOLE
COL	COLUMN	PI	POINT OF INTERSECTION
CONC	CONCRETE	POB	POINT OF BEGINNING
CPP	CORRUGATED POLYETHYLENE PIPE	PDE	POINT OF ENDING
CSBC	CRUSHED SURFACING BASE COURSE	PRC	POINT OF REVERSE CURVATURE
CSTC	CRUSHED SURFACING TOP COURSE	PROP	PROPOSED
	DAUGHTER SURFACE	PT	POINT OF TANGENT OR POINT
DA	DIAMETER #	PT	POLYVINYL CHLORIDE OR
DW	DRIVEWAY	PVT	POINT OF VERTICAL CURVATURE
E	EAST OR EASTING	PVT	POINT OF VERTICAL TANGENT
EA	EACH	PVI	POINT OF VERTICAL INTERSECTION
ELEV	ELEVATION	PRV	PRESSURE REDUCING VALVE
EOP	END OF PAVEMENT	R	RADIUS
EW	EACH WAY	ROW	RIGHT OF WAY
EX	EXISTING	R	RIGHT
FF	FINISHED FLOOR	S	SLOPE OR SLOTH
FL	FLOW LINE OR FLANGE	SD	STORM DRAIN
FO	FIBER OPTIC	SDM	STORM DRAIN MANHOLE
FDC	FACE OF CURB	SE	SOUTHEAST
HMA	HOT MIX ASPHALT	SHT	SHEET
HORIZ	HORIZONTAL	SQ	SQUARE
HPT	HIGH POINT	SS	SANITARY SEWER
ID	INSIDE DIAMETER	SSM	SANITARY SEWER MANHOLE
IE	INVERT ELEVATION	ST	STREET
IN	INCH/INCHES	STA	STATION
JB	JUNCTION BOX	STD	STANDARD
L	LENGTH	STR	STRUCTURE/STRUCTURAL
LT	LEFT	SW	SOUTHWEST
LF	LINEAR FEET	TWM	TEMPORARY WATER MAIN
LP	LOW POINT	TY	TYPICAL
LVSD	LARGEDIAMETER WATER & SEWER DISTRICT	VERT	VERTICAL
MAX	MAXIMUM	W	WEST
MIN	MINIMUM	W	WATER

NO.	DATE	BY	APPR.	REVISIONS	Approved By	
					161708193X.dwg	
					FILENAME	
					BMC	DESIGNED BY DATE
					ENGINEERING MANAGER DATE	RUC
					PROJECT MANAGER DATE	DRAWN BY DATE
					PROJECT ENGINEER DATE	SQI
						CHECKED BY DATE



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LAKEHAVEN WATER & SEWER DISTRICT
S 272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS

LEGEND AND ABBREVIATIONS

KPG PROJECT No. 16114W1 SHT 3 OF 38

GENERAL WATER NOTES

- [illegible]

GENERAL WATER NOTES (CONT.)

1. PRESUMED SOIL BEARING STRENGTH FOR THURST BLOCKS: 2,000 PSF
2. FIRE PROTECTION: SOUTH KANE FIRE AND RESCUE.
3. WORK WILL BE PERFORMED PRIMARILY IN PUBLIC RIGHT-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH THE REQUIREMENTS INCLUDING NOTIFICATIONS, SITE MANAGEMENT, AND RESTORATION IN THE APPROVED CITY OF FEDERAL WAY RIGHT-OF-WAY PERMIT, AND TO RESIDE, IF NOTICED, PRIVATE PROPERTY IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
4. WATER FACILITIES IDENTIFIED FOR REMOVAL OR IN CONFLICT WITH NEW FACILITIES SHALL BE REMOVED AND/OR RELOCATED AND SALVAGED TO LINDS AS NOTED ON THE PLANS OR STATED IN THE SPECIAL PROVISIONS. WORK IN THE VICINITY OF AND/OR INVOLVING ASBESTOS-CONTAMINATED MATERIALS SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS IN THE SPECIAL PROVISIONS AND APPROPRIATE.
5. PRELIMINARY UTILITY CLEARANCE CANNOT BE OBTAINED AS DETERMINED BY LINDS. NOTIFY THE UTILITY POLYETHYLENE CLOSED-CUT FOAM PAD WITH A MINIMUM UTILITY DEPTH OF 35 FT. WHILE SEPARATION BETWEEN UTILITIES IS LESS THAN 8".
6. CONCRETE THURST BLOCKING AND CONCRETE THURST RESTRAINTS, WHEN SHOWN AND CALLED-OUT ON THE PLANS, SHALL BE PER MESDOT STD PLAN B-50-40-40.
7. VALVE BOX LIDS SHALL BE ADJUSTED IMMEDIATELY FOLLOWING COMPLETION OF THE SUBGRADE AND EACH SURFACING COURSE. IF A VALVE BOX RIM ELEVATION IS ABOVE AN INTERMEDIATE SURFACING COURSE, THE VALVE BOX SHALL BE PROTECTED FROM THE SURFACING COURSE. THE VALVE BOX OR COVER CONTRACTOR SHALL ENSURE THAT ALL VALVE BOX COVERS AND LIDS ARE VISIBLE AT GRADE, AND ACCESSIBLE TO LINDS AT ALL TIMES EXCEPT DURING GRADING AND SURFACING IN THE VICINITY OF THE WATER INTERMEDIATE ADJUSTMENT OF VALVE BOXES TO GRADE OR TO THE INTERMEDIATE ADJUSTMENT OF VALVE BOXES TO THE VARIOUS BOX TIES AND NO SEPARATE MANAGEMENT OR PAYMENT WILL BE MADE FOR SUCH INTERMEDIATE ADJUSTMENTS/PROTECTION.
8. ALL WALK VALVES SHALL BE INSTALLED PER LINDS STANDARD PLANS.
9. THE PROJECT IS WITHIN THE JURISDICTION OF THE CITY OF FEDERAL WAY AND SHALL ADHERE TO THE CITY OF FEDERAL WAY'S STANDARD PLANS. SEE APPROPRIATES FOR NOTES.
10. IF ANY PART OF THE COATING OR LINING OF A PIPE, FITTING, OR WATER APPEARANCE IS DAMAGED, REPAIR THEREOF SHALL BE MADE BY THE CONTRACTOR AT HIS OWN ADDITIONAL EXPENSE TO LINDS. SEE SECTION 10.02-01 FOR THE STANDARD PLANS.
11. SEE THE CONTRACT DOCUMENT APPROPRIATES FOR THE PROPOSED TEMPORARY TRAFFIC CONTROL PLANS. SEE SP SECTION 1-08.4(C) FOR ALLOWABLE TYPES OF WORK.
12. ALL WALK DELIVERY AND DRAINAGE/STORM DRAINAGE PROOF SHALL NOT BE OPENED AND ACCESS SHALL BE CONTINUOUS THROUGH CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND ADJACENT PROPERTIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND TO ALL SANITARY/RECYCLING CURBS.
13. ESTIMATED STATIC WATER MAIN PRESSURE: 132 PSF MAX (JOH. AREA S. AT WOODMONT BEACH RD.)
75 PSF MAX (JOH. AREA S. AT 222ND ST.)
14. SEE THE SPECIAL PROVISIONS FOR THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS IN THE SPECIAL PROVISIONS AND APPROPRIATE.
15. ESTIMATED STATIC WATER MAIN PRESSURE: 132 PSF MAX (JOH. AREA S. AT WOODMONT BEACH RD.)
75 PSF MAX (JOH. AREA S. AT 222ND ST.)

Traffic control plans included in the drawings not appendices.

TEMPORARY EROSION CONTROL NOTES

1. EROSION CONTROL AND WATER POLLUTION CONTROL MEASURES SHALL BE IMPLEMENTED IN ACCORDANCE WITH SECTION 8-01 OF THE MSOT STANDARD SPECIFICATIONS, THE PROJECT'S SPECIAL PROVISIONS, AND REQUIREMENTS OF THE 2016 KING COUNTY SURFACE WATER DESIGN MANUAL.
2. THE CONTRACTOR SHALL PREPARE A PROJECT SPECIFIC TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLAN BASED ON THE PROPOSED METHOD AND SCHEDULE OF CONSTRUCTION. AT A MINIMUM, THE TESC PLAN FOR THIS PROJECT IS ANTICIPATED TO INCLUDE HIGHLY SENSITIVE SOILS, SLOPE PROTECTION, TEMPORARY PAVEMENT PAVING, STREET CLOSING, AND TEMPORARY EROSION AND SEDIMENT CONTROL. THE TESC PLAN SHALL BE REVIEWED AND APPROVED BY THE CITY OF SEASIDE, WASHINGTON, BEFORE CONSTRUCTION BEGINS. THE TESC PLAN SHALL BE MAINTAINED THROUGHOUT THE PROJECT AND SHALL BE REVISED AS NEEDED TO MAINTAIN EROSION AND SEDIMENT CONTROL FOR STOCKPILED MATERIALS, CLEANING, TRENCHES, AND EROSION AND POLLUTION CONTROL FOR EXISTING MATERIALS.
3. THE CONTRACTOR SHALL IDENTIFY AN EROSION AND SEDIMENT CONTROL (ESC) LEAD. THE ESC LEAD SHALL HAVE A CURRENT CERTIFICATE OF TRAINING IN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL FROM A COURSE APPROVED BY THE DEPARTMENT OF ECOLOGY. THE ESC LEAD WILL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL TESC BEST MANAGEMENT PRACTICES (BMPs) AND UPDATING THE TESC PLAN TO REFLECT CURRENT SITE CONDITIONS.
4. THE CONTRACTOR SHALL INSTALL INLET PROTECTION AS SHOWN ON THE PLANS AND WHERE CONSTRUCTION STORMWATER DRAINAGE CHANNELS TO INLET STRUCTURES. INLET PROTECTION FOR DRAINAGE STRUCTURES SHALL BE PER SET 02-10-01-402-20.

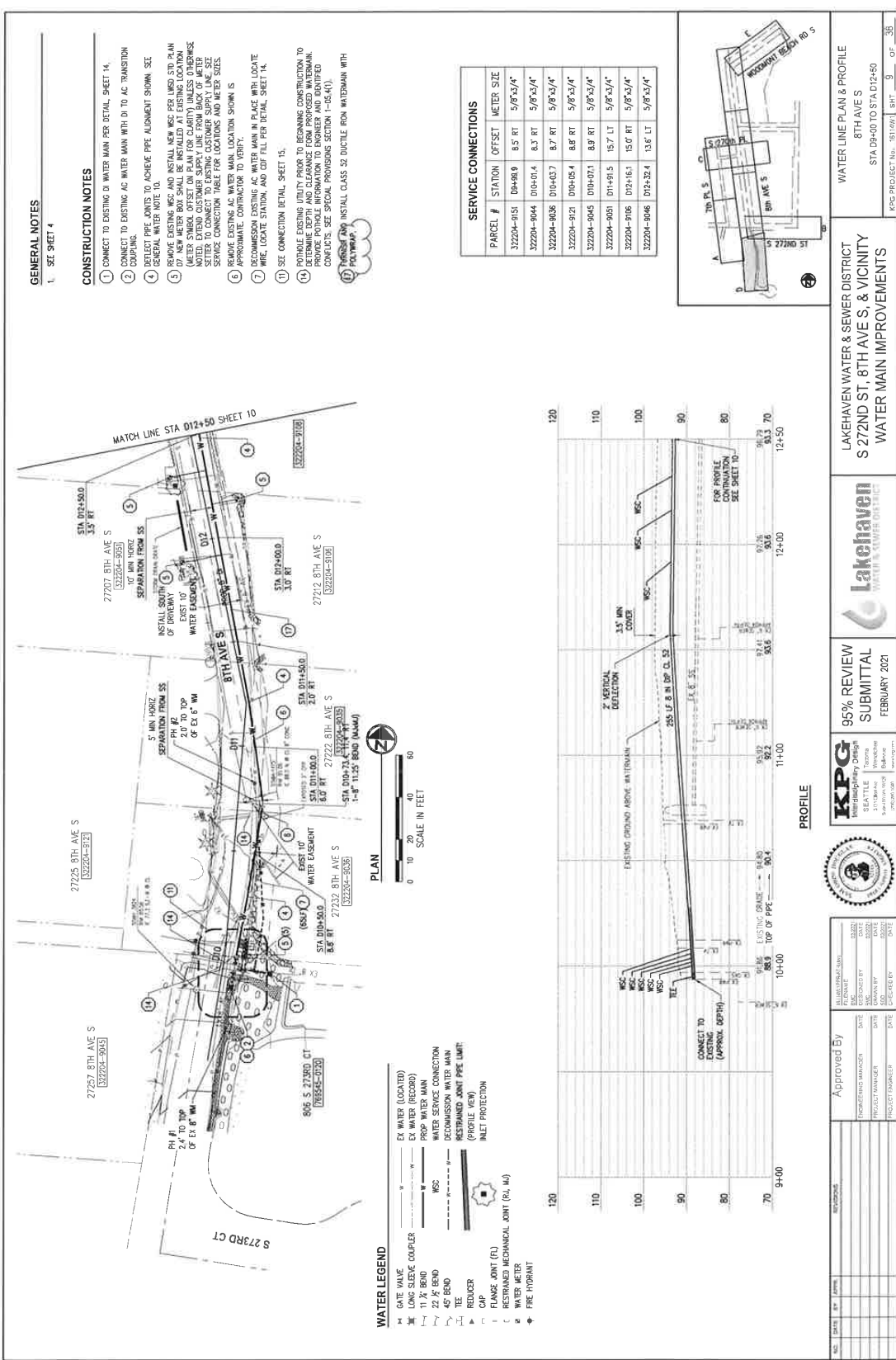
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LAKEHAVEN WATER & SEWER DISTRICT
S 272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS

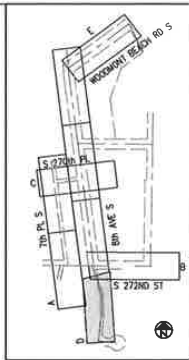
GENERAL NOTES



GENERAL NOTES

1. SEE SHEET 4
2. CONNECT TO EXISTING AC WATER MAIN PER DETAIL SHEET 14.
3. CONNECT TO EXISTING AC WATER MAIN WITH DI TO AC TRANSITION COUPLING.
4. DETECT PIPE JOINTS TO ACHIEVE PIPE ALIGNMENT SHOWN. SEE GENERAL WATER NOTE 10.
5. AS AC WATER MAINS AND INSTALL NEW WSC PER ADR 15. AN 10' AC WATER MAIN SHALL BE INSTALLED AS EXISTING LOCATION (METER SYMBOL OFFSET ON PLAN FOR CLARITY) UNLESS OTHERWISE NOTED. EXTEND CUSTOMER SUPPLY LINE FROM BACK OF METER TO PROPERTY LINE. PROVIDE 10' MIN. CLEARANCE TO EXISTING SERVICE CONNECTION TABLE FOR LOCATIONS AND METER SIZES.
6. REMOVE EXISTING AC WATER MAIN LOCATION SHOWN IS APPROXIMATE. CONTRACTOR TO VERIFY.
7. DECOMMISSION EXISTING AC WATER MAIN IN PLACE WITH LOCATE WIRE, LOCATE STATION, AND OFF FILL PER DETAIL SHEET 14.
8. SEE CONNECTION DETAIL SHEET 15.
9. PROVIDE EXISTING UTILITY PRIOR TO BEGINNING CONSTRUCTION TO DETERMINE DEPTH AND CLEARANCE FROM PROPOSED WATERMAIN. PROVIDE POTABLE INFORMATION TO ENGINEER AND IDENTIFIED CONFLICTS. SEE SPECIAL PROVISIONS SECTION 1-10.4(1).
10. TRANSIT AND INSTALL CLASS 52 DUCTILE IRON WATERMAIN WITH

SERVICE CONNECTIONS			
PARCEL #	STATION	OFFSET	METER SIZE
322204-9151	D9+98.9	8.5 RT	5/8" x 1/4"
322204-9044	D10+01.4	8.3 RT	5/8" x 1/4"
322204-9036	D10+03.7	8.7 RT	5/8" x 1/4"
322204-9121	D10+05.4	8.6 RT	5/8" x 1/4"
322204-9045	D10+07.1	8.8 RT	5/8" x 1/4"
322204-9051	D11+91.5	15.7 LT	5/8" x 1/4"
322204-9106	D12+15.1	15.0 RT	5/8" x 1/4"
322204-9046	D12+32.4	13.6 LT	5/8" x 1/4"



LAKEHAVEN WATER & SEWER DISTRICT
S 272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS

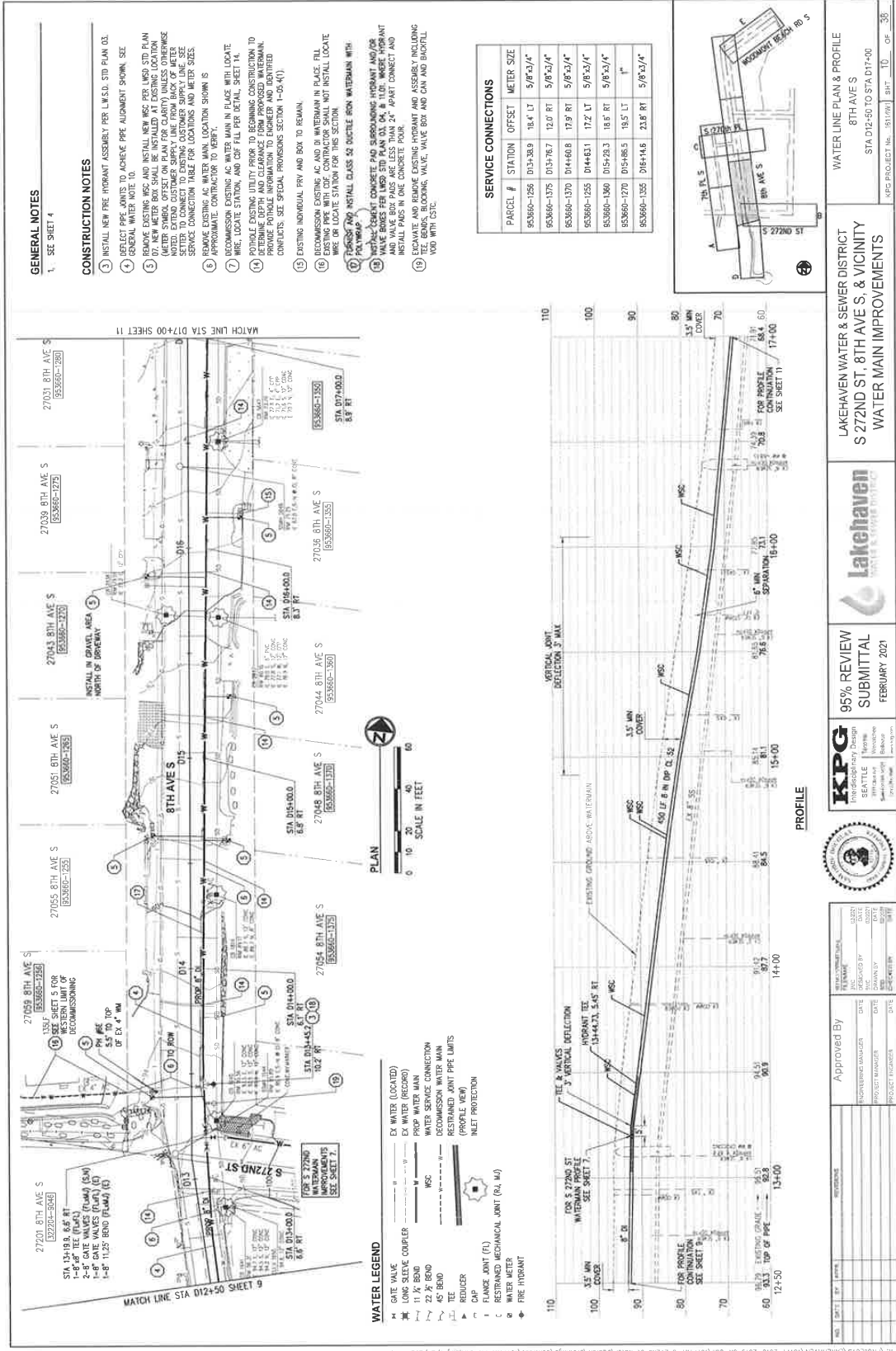
WATER LINE PLAN & PROFILE
8TH AVE S
STA 09+00 TO STA D12+50

KPG PROJECT No. 18114W | SHT 9 OF 35

- WATER LEGEND**
- EX WATER (LOCATED)
 - EX WATER (RECORD)
 - PROP WATER MAIN
 - WATER SERVICE CONNECTION
 - DECOMMISSION WATER MAIN
 - RESTRAINED MECHANICAL JOINT (R.M.J.)
 - FLANGE JOINT (F.L.)
 - WATER METER
 - FIRE HYDRANT
 - 11" X BEND
 - 22" X BEND
 - 45° BEND
 - REDUCER
 - CAP
 - INLET PROTECTION

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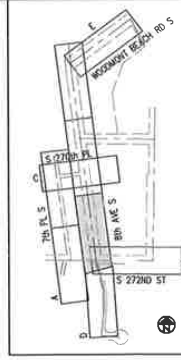
GENERAL NOTES

- 1. SEE SHEET 4

CONSTRUCTION NOTES

- 3. INSTALL NEW FIRE HYDRANT ASSEMBLY PER LWSO STD PLAN 01.
- 4. DEFLECT PIPE JOINTS TO ACHIEVE PIPE ALIGNMENT SHOWN. SEE GENERAL WATER NOTE 10.
- 5. REMOVE EXISTING WSC AND INSTALL NEW WSC PER LWSO STD PLAN 01. EXISTING VALVE BOXES SHALL BE RELOCATED TO THE NEW HYDRANT LOCATION. EXISTING VALVE BOXES SHALL BE RELOCATED TO THE NEW HYDRANT LOCATION. EXISTING VALVE BOXES SHALL BE RELOCATED TO THE NEW HYDRANT LOCATION.
- 6. REMOVE EXISTING AC WATER MAIN LOCATION SHOWN IS APPROXIMATE. CONTRACTOR TO VERIFY.
- 7. DECOMMISSION EXISTING AC WATER MAIN IN PLACE WITH LOCATE WIRE. LOCATE STATION, AND CIP FILL PER DETAIL, SHEET 14.
- 14. POT HOLE EXISTING UTILITY PRIOR TO BEGINNING CONSTRUCTION TO PROVIDE POT HOLE INFORMATION TO ENGINEER AND IDENTIFIED CONFLICTS. SEE SPECIAL PROVISIONS SECTION 1-06.4(1).
- 15. EXISTING INDIVIDUAL PIPES AND BOX TO REMAIN.
- 16. DECOMMISSION EXISTING AC AND B WATER MAIN IN PLACE. FILL WITH CONCRETE. CONTRACTOR TO PROVIDE POT HOLE INFORMATION TO ENGINEER AND IDENTIFIED CONFLICTS. SEE SPECIAL PROVISIONS SECTION 1-06.4(1).
- 17. THOROUGHLY INSTALL CLASS 50 DUCTILE IRON WATERMAIN WITH POLYWRAP.
- 18. INSTALL CONCRETE PAD SURROUNDING HYDRANT AND/OR VALVE BOXES PER LWSO STD PLAN 01. 4" R. 11" D. WHERE HYDRANT VALVE BOXES ARE LOCATED. 24" R. 48" D. WHERE HYDRANT VALVE BOXES ARE LOCATED. 24" R. 48" D. WHERE HYDRANT VALVE BOXES ARE LOCATED.
- 19. EXCAVATE AND REMOVE EXISTING HYDRANT AND ASSEMBLY INCLUDING TEE, BENDS, BLOOMING, VALVE, VALVE BOX AND CAN AND BUCKLE VIO WITH LSCC.

SERVICE CONNECTIONS			
PARCEL #	STATION	OFFSET	METER SIZE
953660-1256	D13+38.9	18.4' LT	5/8"x3/4"
953660-1275	D13+76.7	12.0' RT	5/8"x3/4"
953660-1270	D14+60.8	17.9' RT	5/8"x3/4"
953660-1255	D14+53.1	17.2' LT	5/8"x3/4"
953660-1260	D15+29.3	16.6' RT	5/8"x3/4"
953660-1270	D15+85.3	18.5' LT	1"
953660-1255	D16+14.5	23.8' RT	5/8"x3/4"



APPROVED BY

DATE

PROJECT MANAGER

DATE

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FEBRUARY 2021

Lakehaven

WATER & SEWER DISTRICT

WATER LINE PLAN & PROFILE

8TH AVE S

STA D12+50 TO STA D17+00

KPG PROJECT No. 1810W SHIT 10 OF 38

WATER LEGEND

- EXISTING WATER (LOCATED)
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- WATER SERVICE CONNECTION
- DECOMMISSION WATER MAIN
- RESTRAINED JOINT PIPE LIMITS (PROFILE VIEW)
- REDUCER
- WATER METER
- RESTRAINED MECHANICAL JOINT (R.M.J.)
- WATER HYDRANT

GENERAL NOTES

1. SEE SHEET 4

CONSTRUCTION NOTES

- CONNECT TO EXISTING DI WATER MAIN PER DETAIL SHEET 14.
- CONNECT TO EXISTING AC WATER MAIN WITH DI TO AC TRANSITION COUPLING.
- INSTALL NEW FIRE HYDRANT ASSEMBLY PER LWS.D STD PLAN 03.
- SELECT FIRE HYDRANT ASSEMBLY PER DETAIL SHEET 14.
- REMOVE EXISTING MAIN AND INSTALL NEW WSC PER LWS.D STD PLAN 07. NEW WATER BOX SHALL BE INSTALLED AT EXISTING LOCATION.
- REMOVE EXISTING 15" DI WATER MAIN FROM EXISTING FIRE HYDRANT TO EXISTING 15" DI WATER MAIN. SETTER TO CONNECT TO EXISTING CUSTOMER SUPPLY LINE. SEE SERVICE CONNECTION TABLE FOR LOCATIONS AND METER SIZES.
- REMOVE EXISTING AC WATER MAIN. LOCATION SHOWN IS APPROXIMATE. CONTRIBUTE TO REMIT.
- SEE CONNECTION DETAIL SHEET 15.
- FORSETT AND INSTALL CLASS 52 DUCTILE IRON WATERMAIN WITH POLYPROP.
- INSTALL CONCRETE PAD SURROUNDING HYDRANT AND/OR WATER BOX. CONCRETE SHALL BE 24" THICK. HYDRANT AND WATER BOX PADS ARE LESS THAN 24" APART. CONNECT AND INSTALL PADS IN ONE CONCRETE POUR.
- EXCAVATE AND REMOVE EXISTING HYDRANT AND ASSEMBLY INCLUDING TEE, BRIMS, BLOCKING, VALVE, VALVE BOX AND CAN AND SHOVELL.

WATER LEGEND

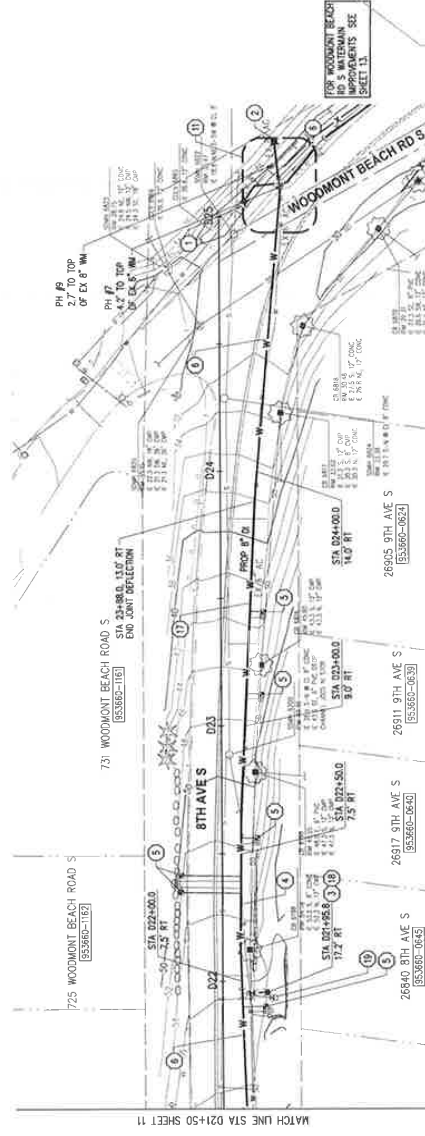
- EX WATER (LOCATED)
- EX WATER (RECORDED)
- POP WATER CONNECTION
- RECOMMISSION WATER MAIN
- RESTRAINED JOINT PIPE LIMITS
- INLET PROTECTION
- FLANGE JOINT (F.L.)
- RESTRAINED MECHANICAL JOINT (R.M.J.)
- WATER METER
- FIRE HYDRANT
- LONG SLEEVE COUPLER
- 11" X BEND
- 45° BEND
- TEE
- REDUCER
- CAP

SERVICE CONNECTIONS

PARCEL #	STATION	OFFSET	METER SIZE
953660-0645	021+90.2	16.5' RT	5/8" x 1/4"
953660-1162	022+34.8	15.7' LT	5/8" x 1/4"
953660-1181	022+41.5	15.6' LT	5/8" x 1/4"
953660-0640	022+56.2	13.7' RT	5/8" x 1/4"
953660-0639	022+12.4	15.3' RT	5/8" x 1/4"
953660-0624	023+44.7	16.4' RT	5/8" x 1/4"



WATER LINE PLAN & PROFILE
8TH AVE S
STA 021+50 TO STA 023+50
KPS PROJECT No. 18114601 911' 12' OF 36

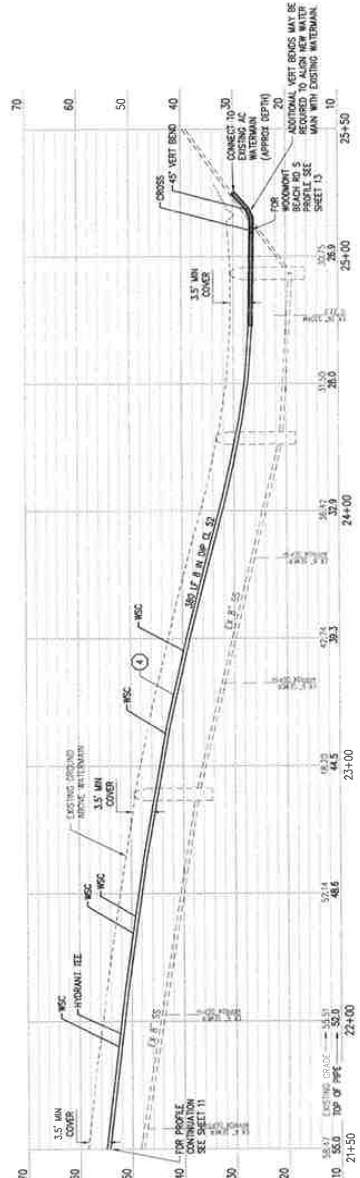


Include entire note if possible.



PLAN

0 10 20 40 60
SCALE IN FEET



PROFILE



95% REVIEW
SUBMITTAL
FEBRUARY 2021



APPROVED BY
ENGINEERING MANAGER
PROJECT MANAGER
PROJECT ENGINEER

DATE
DATE
DATE
DATE

REVISIONS

NO. DATE BY APPROV.

REVISIONS



- WATER TRENCH SECTION CONSTRUCTION NOTES:**
- 36-IN. MIN. COVER FOR PIPE 10" AND SMALLER AND 48-IN. MIN. COVER FOR PIPE 12" AND LARGER UNLESS OTHERWISE NOTED IN THE PLANS/PROFILES, AND EXCEPT AT TRANSITIONS / CONNECTIONS TO EXISTING WATER MAINS.
 - PROVIDE 12" MIN. COVER FOR PIPE 10" AND SMALLER AND 18" MIN. COVER FOR PIPE 12" AND LARGER UNLESS OTHERWISE NOTED IN THE PLANS/PROFILES, AND EXCEPT AT TRANSITIONS / CONNECTIONS TO EXISTING WATER MAINS.
 - SEE SHEET 16-21 FOR TRENCH RESTORATION AS SHOWN ON SHEET 16-21 AND DETAIL ON SHEET 22-23.
 - SEE SECTION 7-40.3.1, AND WATER TRENCH SECTION (THIS SHEET) FOR MEASUREMENT OF NEAT LINE TRENCH WIDTH (2.5' FOR 8" DIA. PIPE AND SMALLER).
 - UNSATURABLE FOUNDATION MATERIAL - SEE STD. SPEC. SECTION 7-40.1.1(B) AND SPECIAL PROVISIONS FOR TRENCH BACKFILL.
 - CHANGELINE SECTION FOR PIPE ZONE BEDDING, COMPACTED TO 90% MAX. DENSITY. SEE SPECIAL PROVISIONS SECTION 7-40.3.1.1 AND STD. SPEC. SECTION 9-03.12.3.
 - GRAVEL BACKFILL FOR PIPE ZONE BACKFILL, COMPACTED TO 90% MAX. DENSITY. SEE SPECIAL PROVISIONS SECTION 7-40.3.1.1, AND STD. SPEC. SECTION 9-03.12.3.
 - "CHURUSH" SURFACING TOP COURSE FOR TRENCH BACKFILL, IN LAYERS NOT TO EXCEED 1.5" PER COURSE. SEE STD. SPEC. SECTION 9-03.12.3.1, AND SPECIAL PROVISIONS, SUBWEARS, SPALLS, AND UNPAVED AREAS, SEE STD. SPEC. SECTION 9-03.12.3.1.
 - COMPACT AGGREGATE COURSES PER DETAIL SHEET 22-23.
 - EXCAVATE BELL HOLES TO PROVIDE CONTINUOUS SUPPORT UNDER PIPE.
 - PIPE ZONE BEDDING AND BACKFILL SHALL BE CIP WHEN CROSSING SEPARATION BETWEEN WATER AND SANITARY SERVICES IS LESS THAN 18". SEE PLANS FOR LOCATIONS.
- GENERAL TRENCH SECTION NOTES:**
- EXCAVATION MORE THAN 4-FT. DEEP SHALL COMPLY WITH WAC 296-55.03, PART N.
 - RECYCLED CONCRETE AGGREGATE MEETING THE REQUIREMENT OF SECTION 9-03.2(1) MAY BE INCORPORATED INTO PIPE ZONE BEDDING OR TRENCH BACKFILL SUBJECT TO THE REQUIREMENTS OF SECTION 9-03.2(1) AND SPECIAL PROVISIONS SECTION 9-03.12.3.1.
 - UPPER LIMITS OF TRENCH EXCAVATION MEASUREMENT SHALL BE TO BOTTOM OF PROPOSED ROADWAY SECTION AND/OR BASE COURSE ALSO KNOWN AS BOTTOM OF EXISTING ROADWAY SECTION. EXCAVATION MEASUREMENT SHALL BE INCLUDED IN TRENCH OF STRUCTURES AND OBSTRUCTIONS.
- PIPE CONNECTIONS:**
- SEE DETAIL THIS SHEET FOR DUCTILE IRON PIPE TO EXISTING EXCAVATION PIPE.
 - SEE DETAIL THIS SHEET FOR DUCTILE IRON PIPE TO DUCTILE IRON PIPE.
 - DUCTILE IRON PIPE
 - POLYVINYL CHLORIDE (PVC)

WATER TRENCH SECTION

THIS SHEET SHALL BE USED FOR TRENCH SECTION OF WATER MAINS. SEE DETAIL THIS SHEET FOR TRENCH SECTION OF WATER MAINS. SEE DETAIL THIS SHEET FOR TRENCH SECTION OF WATER MAINS.

TYPICAL CONNECTION TO EXISTING WATER MAIN DETAIL

THIS DETAIL SHALL BE USED FOR TYPICAL CONNECTION TO EXISTING WATER MAIN. SEE DETAIL THIS SHEET FOR TYPICAL CONNECTION TO EXISTING WATER MAIN. SEE DETAIL THIS SHEET FOR TYPICAL CONNECTION TO EXISTING WATER MAIN.

DECOMMISSION WATER MAIN AND LOCATE STATION DETAIL

THIS DETAIL SHALL BE USED FOR DECOMMISSION WATER MAIN AND LOCATE STATION. SEE DETAIL THIS SHEET FOR DECOMMISSION WATER MAIN AND LOCATE STATION. SEE DETAIL THIS SHEET FOR DECOMMISSION WATER MAIN AND LOCATE STATION.

MULTIPLE AND ADJACENT SERVICE CONNECTIONS

THIS DETAIL SHALL BE USED FOR MULTIPLE AND ADJACENT SERVICE CONNECTIONS. SEE DETAIL THIS SHEET FOR MULTIPLE AND ADJACENT SERVICE CONNECTIONS. SEE DETAIL THIS SHEET FOR MULTIPLE AND ADJACENT SERVICE CONNECTIONS.

WATER DETAILS

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95% REVIEW SUBMITTAL

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Lakehaven WATER & SEWER DISTRICT

THIS SHEET SHALL BE USED FOR Lakehaven WATER & SEWER DISTRICT. SEE DETAIL THIS SHEET FOR Lakehaven WATER & SEWER DISTRICT. SEE DETAIL THIS SHEET FOR Lakehaven WATER & SEWER DISTRICT.

S 272ND ST, 8TH AVE S, & VICINITY

THIS SHEET SHALL BE USED FOR S 272ND ST, 8TH AVE S, & VICINITY. SEE DETAIL THIS SHEET FOR S 272ND ST, 8TH AVE S, & VICINITY. SEE DETAIL THIS SHEET FOR S 272ND ST, 8TH AVE S, & VICINITY.

WATER MAIN IMPROVEMENTS

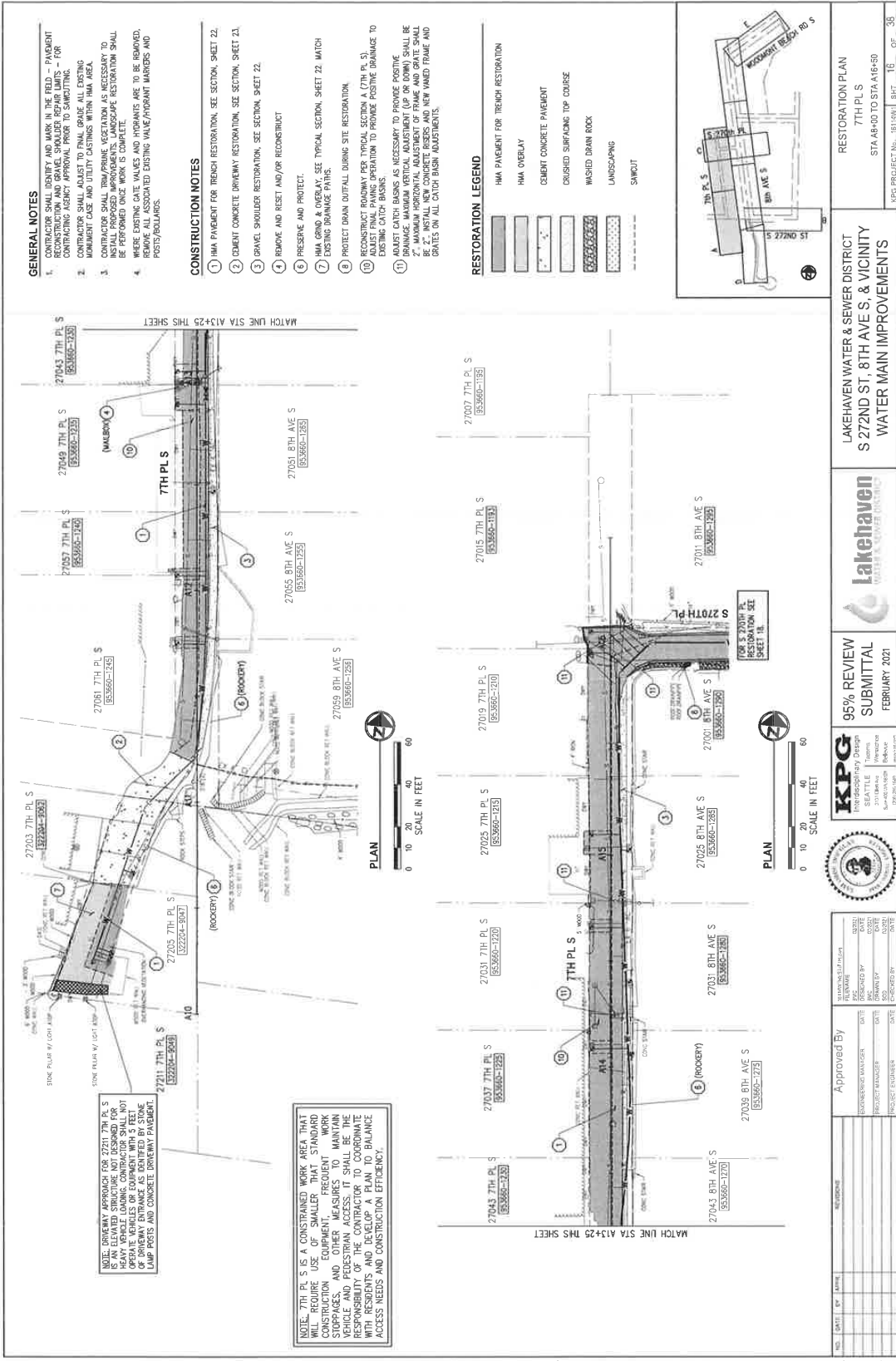
THIS SHEET SHALL BE USED FOR WATER MAIN IMPROVEMENTS. SEE DETAIL THIS SHEET FOR WATER MAIN IMPROVEMENTS. SEE DETAIL THIS SHEET FOR WATER MAIN IMPROVEMENTS.

WATER DETAILS

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WATER MAIN IMPROVEMENTS

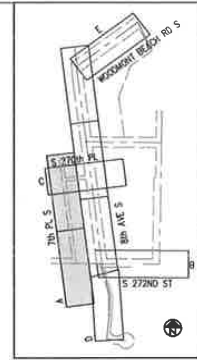
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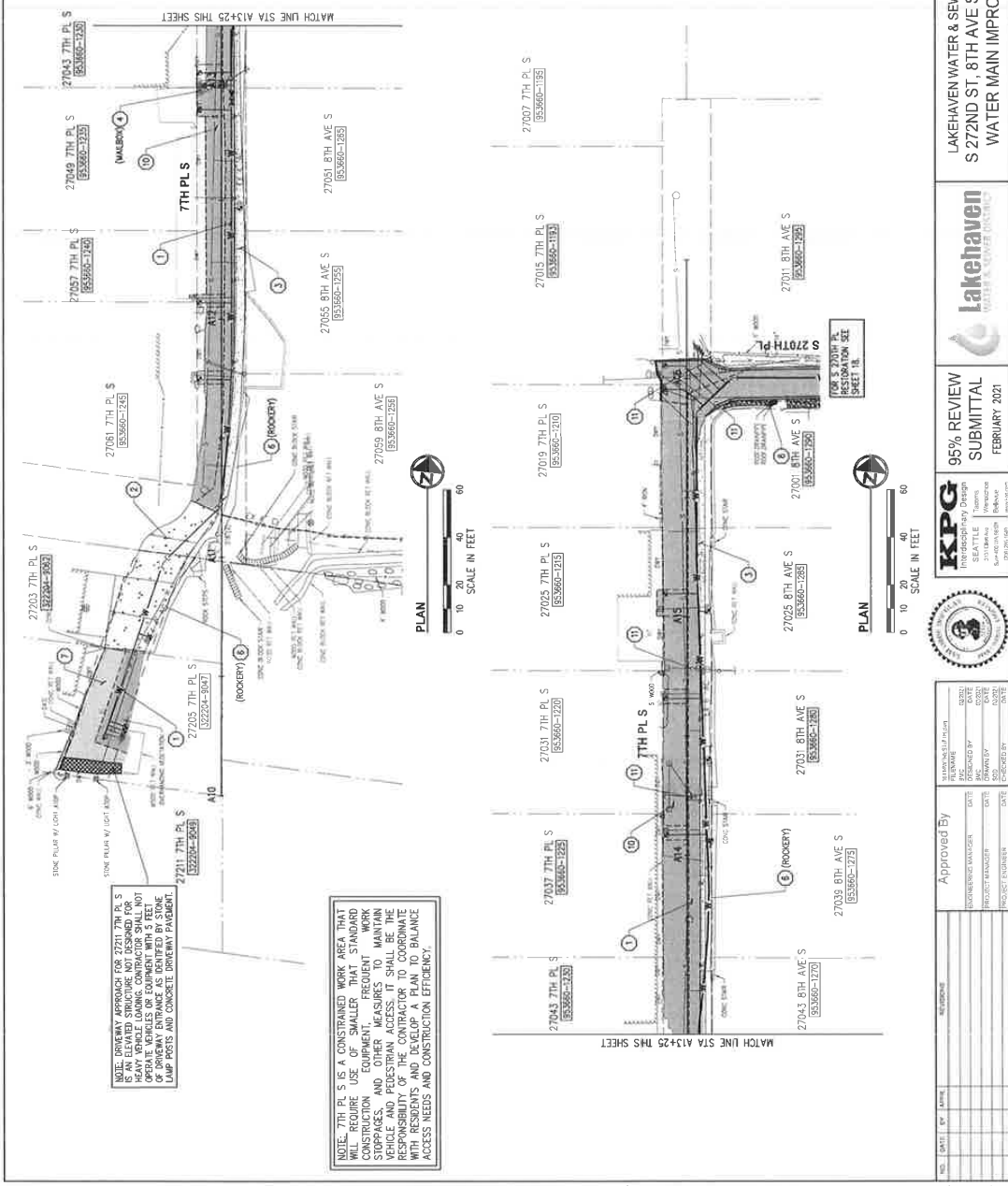
- GENERAL NOTES**
- CONTRACTOR SHALL IDENTIFY AND MARK IN THE FIELD - PAVEMENT EXISTING DRIVEWAY AND SIDEWALK - FOR CONSTRUCTION OF NEW DRIVEWAY AND SIDEWALK - FOR CONTRACTING AGENCY APPROVAL PRIOR TO SAMPLING.
 - CONTRACTOR SHALL ADJUST TO FINAL GRADE ALL EXISTING DRIVEWAY AND SIDEWALK - FOR CONTRACTING AGENCY APPROVAL PRIOR TO SAMPLING.
 - CONTRACTOR SHALL TRIM/PRUNE VEGETATION AS NECESSARY TO INSTALL PROPOSED IMPROVEMENTS. LANDSCAPE RESTORATION SHALL BE COMPLETED PRIOR TO THE END OF THE PROJECT.
 - REMOVE EXISTING CURE WALLS AND HOUSING ARE TO BE REMOVED. REMOVE ALL ASSOCIATED EXISTING WALK/STAIRCASE MARKERS AND POSTS/BOLLARDS.

- CONSTRUCTION NOTES**
- HMA PAVEMENT FOR TRENCH RESTORATION. SEE SECTION, SHEET 22.
 - CEMENT CONCRETE DRIVEWAY RESTORATION. SEE SECTION, SHEET 23.
 - GRAVEL SHOULDER RESTORATION. SEE SECTION, SHEET 22.
 - REMOVE AND RESET AND/OR RECONSTRUCT.
 - PRESERVE AND PROTECT.
 - HMA GRIND & OVERLAY. SEE TYPICAL SECTION, SHEET 22. MATCH EXISTING DRAINAGE PAIRS.
 - PROTECT DRAIN OUTFALL DURING SITE RESTORATION.
 - RECONSTRUCT DRIVEWAY FOR TYPICAL SECTION A (7TH PL S).
 - ADJUST FINAL PAVING OPERATION TO PROVIDE POSITIVE DRAINAGE TO EXISTING CATCH BASINS.
 - ADJUST CATCH BASINS AS NECESSARY TO PROVIDE POSITIVE DRAINAGE. MAXIMUM VERTICAL ADJUSTMENT (UP OR DOWN) SHALL BE 2". MAXIMUM HORIZONTAL ADJUSTMENT SHALL BE 2". INSTALL NEW CONCRETE RISERS AND NEW WALKED FRAME AND GRATES ON ALL CATCH BASIN ADJUSTMENTS.

- RESTORATION LEGEND**
- HMA PAVEMENT FOR TRENCH RESTORATION
 - HMA OVERLAY
 - CEMENT CONCRETE PAVEMENT
 - DESIGNED SURFACING TOP COURSE
 - WASHED DRAIN ROCK
 - LANDSCAPING
 - SHOULDER



RESTORATION PLAN
7TH PL S
STA A8+00 TO STA A16+50
VPS PROJECT No. 1611461 84' 16" 0"



- GENERAL NOTES**
- CONTRACTOR SHALL IDENTIFY AND MARK IN THE FIELD - PAVEMENT EXISTING DRIVEWAY AND SIDEWALK - FOR CONSTRUCTION OF NEW DRIVEWAY AND SIDEWALK - FOR CONTRACTING AGENCY APPROVAL PRIOR TO SAMPLING.
 - CONTRACTOR SHALL ADJUST TO FINAL GRADE ALL EXISTING DRIVEWAY AND SIDEWALK - FOR CONTRACTING AGENCY APPROVAL PRIOR TO SAMPLING.
 - CONTRACTOR SHALL TRIM/PRUNE VEGETATION AS NECESSARY TO INSTALL PROPOSED IMPROVEMENTS. LANDSCAPE RESTORATION SHALL BE COMPLETED PRIOR TO THE END OF THE PROJECT.
 - REMOVE EXISTING CURE WALLS AND HOUSING ARE TO BE REMOVED. REMOVE ALL ASSOCIATED EXISTING WALK/STAIRCASE MARKERS AND POSTS/BOLLARDS.

- CONSTRUCTION NOTES**
- HMA PAVEMENT FOR TRENCH RESTORATION. SEE SECTION, SHEET 22.
 - CEMENT CONCRETE DRIVEWAY RESTORATION. SEE SECTION, SHEET 23.
 - GRAVEL SHOULDER RESTORATION. SEE SECTION, SHEET 22.
 - REMOVE AND RESET AND/OR RECONSTRUCT.
 - PRESERVE AND PROTECT.
 - HMA GRIND & OVERLAY. SEE TYPICAL SECTION, SHEET 22. MATCH EXISTING DRAINAGE PAIRS.
 - PROTECT DRAIN OUTFALL DURING SITE RESTORATION.
 - RECONSTRUCT DRIVEWAY FOR TYPICAL SECTION A (7TH PL S).
 - ADJUST FINAL PAVING OPERATION TO PROVIDE POSITIVE DRAINAGE TO EXISTING CATCH BASINS.
 - ADJUST CATCH BASINS AS NECESSARY TO PROVIDE POSITIVE DRAINAGE. MAXIMUM VERTICAL ADJUSTMENT (UP OR DOWN) SHALL BE 2". MAXIMUM HORIZONTAL ADJUSTMENT SHALL BE 2". INSTALL NEW CONCRETE RISERS AND NEW WALKED FRAME AND GRATES ON ALL CATCH BASIN ADJUSTMENTS.

- RESTORATION LEGEND**
- HMA PAVEMENT FOR TRENCH RESTORATION
 - HMA OVERLAY
 - CEMENT CONCRETE PAVEMENT
 - DESIGNED SURFACING TOP COURSE
 - WASHED DRAIN ROCK
 - LANDSCAPING
 - SHOULDER

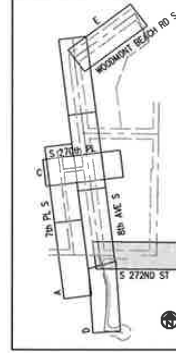


RESTORATION PLAN
7TH PL S
STA A8+00 TO STA A16+50
VPS PROJECT No. 1611461 84' 16" 0"

1. CONTRACTOR SHALL IDENTIFY AND MARK IN THE FIELD - PAYMENT FOR RECONSTRUCTION AND GRADES SHALL BE REMOVED - FOR CONTRACTING AGENCY APPROVAL PRIOR TO SANCTUARY.
2. CONTRACTOR SHALL ACQUIT TO FINAL GRADE ALL EXISTING MONUMENT CUE AND UTILITY CUES WITHIN AREA.
3. CONTRACTOR SHALL PROPOSE VEGETATION AS NECESSARY TO INSTALL PROPOSED IMPROVEMENTS. LANDSCAPE RESTORATION SHALL BE PERFORMED ONCE WORK IS COMPLETE.
4. WHERE EXISTING CUE VALUES AND HYDRANTS ARE TO BE REMOVED, REMOVE ALL ASSOCIATED EXISTING VALVE/HYDRANT MARKERS AND POSTS/BOULDS.

- ① HMA PAVEMENT FOR TRUCKS RESTORATION, SEE SECTION, SHEET 22
- ② CEMENT CONCRETE DRIVEWAY RESTORATION, SEE SECTION, SHEET 23
- ③ GRAVEL SHOULDER RESTORATION, SEE SECTION, SHEET 22
- ④ REMOVE AND RESET AND/OR RECONSTRUCT
- ⑤ LANDSCAPE RESTORATION PER SPECIAL PROVISION 7-06.3
- ⑥ PRESERVE AND PROTECT.
- ⑦ HMA GRIND & OVERLAY, SEE TYPICAL SECTION, SHEET 22 MATCH EXISTING DRAINAGE PATTERNS.

	HMA PAVEMENT FOR TRENCH RESTORATION
	HMA OVERLAY
	CEMENT CONCRETE PAVEMENT
	CRUSHED SURFACING TOP COURSE
	WASHED DRAIN ROCK
	LANDSCAPING
	SMOOTH



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206.463.1600	pro@kpg.com



LAKEHAVEN WATER & SEWER DISTRICT
S 272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS

RESTORATION PLAN
S 272ND ST
STA B11+50 TO STA B15+50

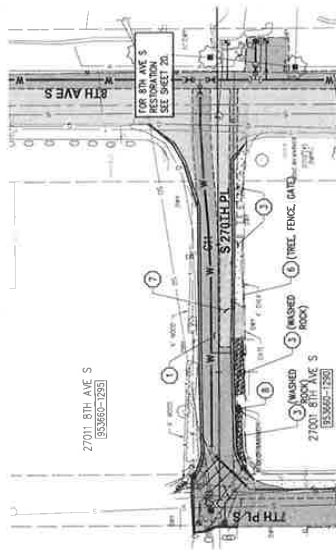
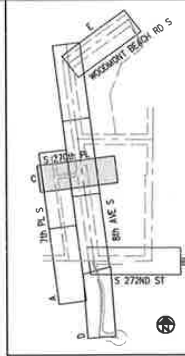
KPG PROJECT No. 16114W1 SHT 17 OF 38

		Approved By		REVISIONS		HATCHSET-01.dwg	
NO.	DATE BY					TITLE	
						ENGINEERING MANAGER	DWG DATE RSC 6/29/87
						PROJECT MANAGER	DWG DATE RSC 6/29/87
						PROJECT ENGINEER	DWG DATE RSC 6/29/87

1. CONTRACTOR SHALL EXISTING AND MARK IN THE FIELD - PREVIOUSLY LOCATED AND IDENTIFIED - EXISTING VALVE/PISTON - FOR RECONSTRUCTION. CONTRACTOR SHALL SUBMIT A LETTER - FOR CONTRACTING AGENCY APPROVAL, PRIOR TO SURRENDERING.
2. CONTRACTOR SHALL ADJUST TO FINAL GRADE ALL EXISTING MONUMENT CASE AND UTILITY CASINGS WITHIN AREA.
3. CONTRACTOR SHALL TAKE PRELIMINARY VESIGATION AS NECESSARY TO INSTALL PREPARED MONUMENTS. LANDSCAPE RESTORATION SHALL BE PERFORMED ONCE WORK IS COMPLETE.
4. WHERE EXISTING DATE VALVES AND HYDRANTS ARE TO BE REMOVED, REMOVE ALL ASSOCIATED EXISTING VALVE/HYDRANT MARKERS AND POSTS/BOLDS.

- ① HMA PAVEMENT FOR TRENCH RESTORATION. SEE SECTION, SHEET 22.
- ② GRAVEL SHOULDER RESTORATION. SEE SECTION, SHEET 22.
- ③ PRESERVE AND PROTECT.
- ④ HMA GRIND & OVERLAY. SEE TYPICAL SECTION, SHEET 22. MATCH EXISTING DRAINAGE PATHS.
- ⑤ PROTECT DRAIN OUTFALL DURING SITE RESTORATION.

	HMA PAVEMENT FOR TRENCH RESTORATION
	HMA OVERLAY
	CEMENT CONCRETE PAVEMENT
	CRUSHED SURFACING TOP COURSE
	WASHED DRAIN ROCK
	LANDSCAPING
	SAWCUT



PLAN



0 10 20 40 60
SCALE IN FEET

NOTE: 7TH PL S IS A CONSTRAINED WORK AREA THAT WILL REQUIRE USE OF SMALLER THAN STANDARD CONSTRUCTION EQUIPMENT, FREQUENT WORK STOPPAGES, AND OTHER MEASURES TO MAINTAIN VEHICLE AND PEDESTRIAN ACCESS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH RESIDENTS AND DEVELOP A PLAN TO BALANCE ACCESS NEEDS AND CONSTRUCTION EFFICIENCY.

NO.	DATE	BY	AMOUNT	REMARKS	APPROVED BY	DATE	REMARKS
					ENGINEERING MANAGER	DATE	
					PROJECT MANAGER	DATE	
					PROJECT ENGINEER	DATE	
					ENGINEER BY	DATE	
					SUP	DATE	
					MAN IN	DATE	
					DECKED BY	DATE	
					FILE NAME	DATE	
					FILE NAME	DATE	



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95% REVIEW
SUBMITTAL
FEBRUARY 2021



LAKEHAVEN WATER & SEWER DISTRICT
S 272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS

RESTORATION PLAN
S 270TH PL
STA C9+00 TO STA C12+50

18	OF	36
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GENERAL NOTES

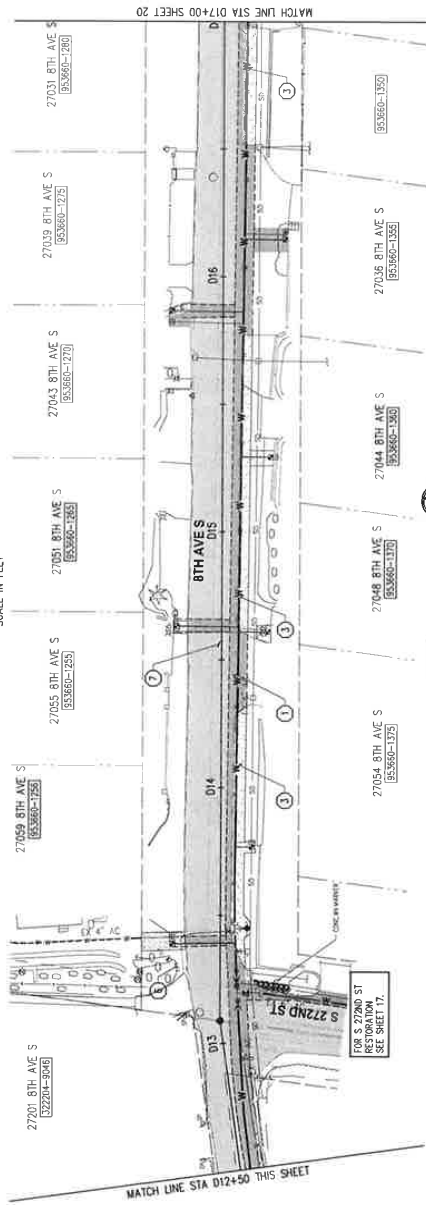
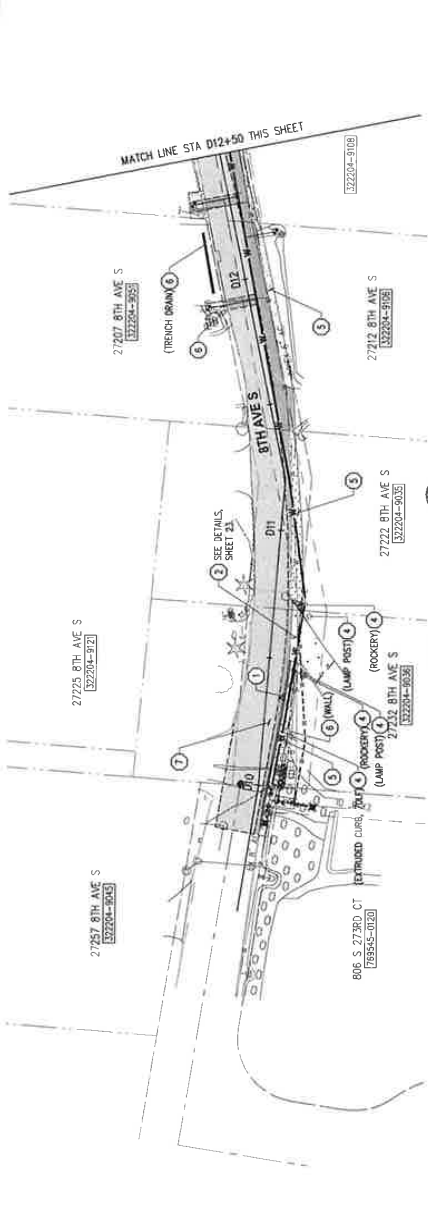
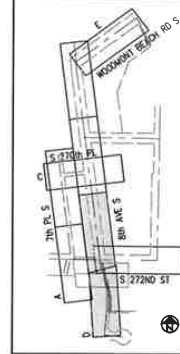
1. CONTRACTOR SHALL VERIFY AND MARK IN THE FIELD - PAVEMENT RESTORATION SHALL BE LIMITED TO THE EXISTING PAVEMENT SURFACE. CONTRACTOR SHALL VERIFY AND MARK IN THE FIELD - PAVEMENT RESTORATION SHALL BE LIMITED TO THE EXISTING PAVEMENT SURFACE. CONTRACTOR SHALL VERIFY AND MARK IN THE FIELD - PAVEMENT RESTORATION SHALL BE LIMITED TO THE EXISTING PAVEMENT SURFACE.
2. CONTRACTOR SHALL ADJUST TO FINAL GRADE ALL EXISTING MONUMENT CURE AND UTILITY CASTINGS WITHIN HMA AREA.
3. CONTRACTOR SHALL REMOVE VEGETATION AS NECESSARY TO EXPOSE EXISTING UTILITIES. LANDSCAPE RESTORATION SHALL BE PERFORMED ONCE WORK IS COMPLETE.
4. WHERE EXISTING GATE VALVES AND HYDRANTS ARE TO BE REMOVED, REMOVE ALL ASSOCIATED EXISTING VALVE/HYDRANT MARKERS AND PUSTS/BALLARDS.

CONSTRUCTION NOTES

1. HMA PAVEMENT FOR TRENCH RESTORATION, SEE SECTION, SHEET 22.
2. CEMENT CONCRETE DRIVEWAY RESTORATION, SEE SECTION, SHEET 23.
3. GRAVEL SHOULDER RESTORATION, SEE SECTION, SHEET 22.
4. REMOVE AND RESET AND/OR RECONSTRUCT
5. LANDSCAPE RESTORATION PER SPECIAL PROVISION 7-09.3.
6. PRESERVE AND PROTECT.
7. HMA GRIND & OVERLAY, SEE TYPICAL SECTION, SHEET 22. MATCH EXISTING DRAINAGE PATTERNS.

RESTORATION LEGEND

- HMA PAVEMENT FOR TRENCH RESTORATION
- HMA OVERLAY
- CEMENT CONCRETE PAVEMENT
- CRUSHED SURFACING TOP COURSE
- WICKED DRAIN ROCK
- LANDSCAPING
- SMOOTH

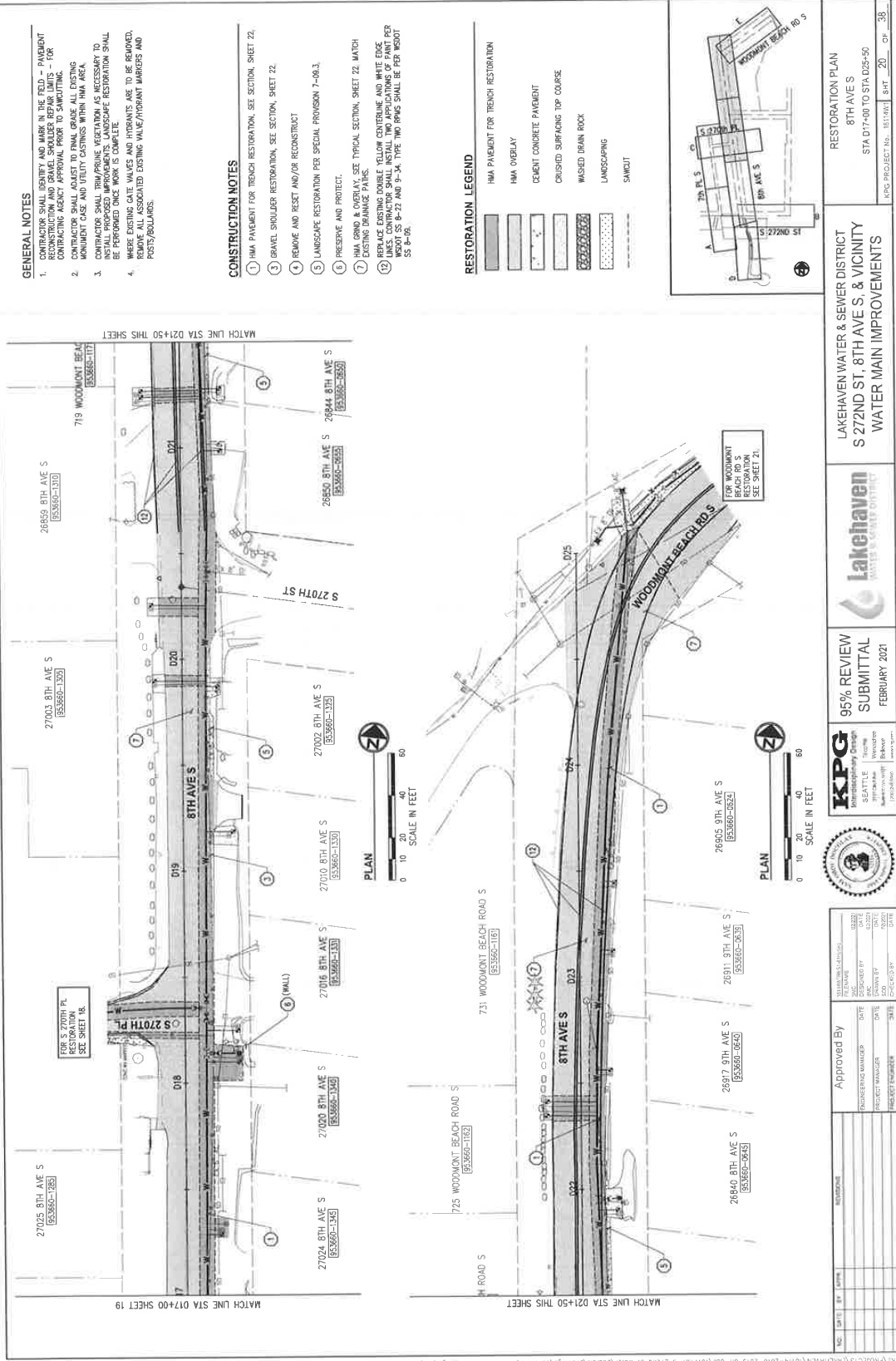


APPROVED BY		DATE		DATE		DATE		DATE	
SUPERVISOR		DATE		DATE		DATE		DATE	
PROJECT MANAGER		DATE		DATE		DATE		DATE	
PROJECT ENGINEER		DATE		DATE		DATE		DATE	

95% REVIEW SUBMITTAL FEBRUARY 2021

Lakehaven WATER & SEWER DISTRICT

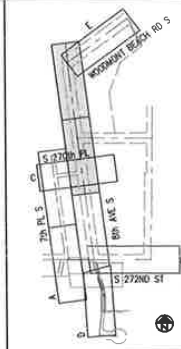
RESTORATION PLAN 8TH AVE S STA D12+00 TO STA D17+00 KPG PROJECT No. 1811W11 SUT 19 OF 38



- GENERAL NOTES**
1. CONTRACTOR SHALL VERIFY AND MARK IN THE FIELD - PAVEMENT RESTORATION AND GRAVEL SHOULDER REPAIR LIMITS - FOR CONTRACTING AGENCY APPROVAL PRIOR TO SAMCUTTING.
 2. CONTRACTOR SHALL ADJUST TO FINAL GRADE ALL EXISTING MONUMENT CORNERS AND VERTICES WITHIN THE PROJECT LIMITS.
 3. MONUMENT CORNERS AND VERTICES SHALL BE RECONSTRUCTED TO MATCH EXISTING CONDITIONS. LANDSCAPE RESTORATION SHALL BE PERFORMED ONCE WORK IS COMPLETE.
 4. WHERE EXISTING GATE VALVES AND HYDRANTS ARE TO BE REMOVED, REMOVE ALL ASSOCIATED EXISTING VALVE/HYDRANT MARKERS AND PASTES/BOLDS.

- CONSTRUCTION NOTES**
1. HMA PAVEMENT FOR TRENCH RESTORATION, SEE SECTION, SHEET 22.
 2. GRAVEL SHOULDER RESTORATION, SEE SECTION, SHEET 22.
 3. REMOVE AND RESET AND/OR RECONSTRUCT
 4. LANDSCAPE RESTORATION PER SPECIAL PROVISION 7-60.3.
 5. PRESERVE AND PROTECT.
 6. HMA GRIND & OVERLAY, SEE TYPICAL SECTION, SHEET 22. MATCH EXISTING DRAINAGE PAVES.
 7. REPLACE EXISTING DOUBLE YELLOW CENTERLINE AND WHITE EDGE LINES WITH NEW DOUBLE YELLOW CENTERLINE AND WHITE EDGE LINES. TWO RIMS SHALL BE PER WISDOT SS 8-109.

- RESTORATION LEGEND**
- HMA PAVEMENT FOR TRENCH RESTORATION
 - HMA OVERLAY
 - CEMENT CONCRETE PAVEMENT
 - CRUSHED SURFACING TOP COURSE
 - WASHED DRAIN ROCK
 - LANDSCAPING
 - SAMCUT



APPROVED BY		DATE	
ENGINEERING MANAGER	DATE	PROJECT MANAGER	DATE
PROJECT MANAGER	DATE	PROJECT MANAGER	DATE
REVIEWED BY		DATE	
SEATTLE	DATE	SEATTLE	DATE
FOR S 270TH PL RESTORATION SEE SHEET 18.		FOR WOODMONT BEACH RD S RESTORATION SEE SHEET 21.	
95% REVIEW SUBMITTAL		95% REVIEW SUBMITTAL	
FEBRUARY 2021		FEBRUARY 2021	
Lakchaven		Lakchaven	
WATER & SEWER DISTRICT		WATER & SEWER DISTRICT	
RESTORATION PLAN		RESTORATION PLAN	
8TH AVE S		8TH AVE S	
STA 017+00 TO STA 025+00		STA 017+00 TO STA 025+00	
KPG PROJECT NO. 151001		KPG PROJECT NO. 151001	
SHEET 20		SHEET 20	
OF 38		OF 38	

GENERAL NOTES

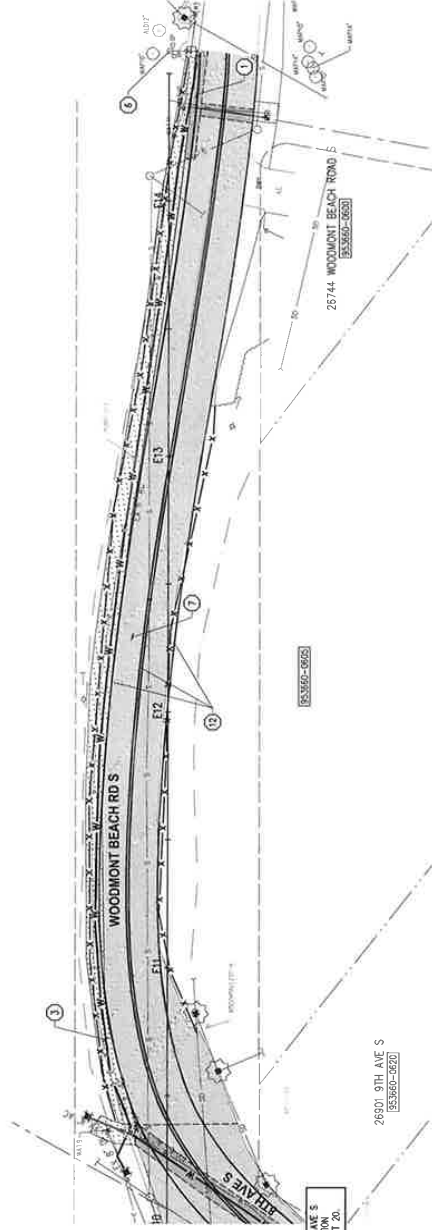
1. CONTRACTOR SHALL VERIFY AND MARK IN THE FIELD - PAVEMENT REPAIRS SHALL BE COMPLETED PRIOR TO CONSTRUCTION AND GRAVEL SHOULDER REPAIR LIMITS - FOR CONTRACTING AGENCY APPROVAL PRIOR TO SAMCUTTING.
2. CONTRACTOR SHALL ADJUST TO FINAL GRADE ALL EXISTING MONUMENT CASE AND UTILITY CASTINGS WITHIN HMA AREA.
3. CONTRACTOR SHALL TRIM/PRIEN VEGETATION AS NECESSARY TO EXISTING MONUMENT CASE AND UTILITY CASTINGS WITHIN HMA AREA. CONTRACTOR SHALL VERIFY AND MARK IN THE FIELD - PAVEMENT REPAIRS SHALL BE COMPLETED PRIOR TO CONSTRUCTION AND GRAVEL SHOULDER REPAIR LIMITS - FOR CONTRACTING AGENCY APPROVAL PRIOR TO SAMCUTTING.
4. WHERE EXISTING GATE VALVES AND HYDRANTS ARE TO BE REMOVED, REMOVE ALL ASSOCIATED EXISTING VALVE/HYDRANT MARKERS AND POSTS/BOLLARDS.

CONSTRUCTION NOTES

1. HMA PAVEMENT FOR TRENCH RESTORATION, SEE SECTION, SHEET 22.
2. GRAVEL SHOULDER RESTORATION, SEE SECTION, SHEET 22.
3. LANDSCAPE RESTORATION PER SPECIAL PROVISION 7-60.3.
4. PRESERVE AND PROTECT.
5. HMA GRIND & OVERLAY, SEE TYPICAL SECTION, SHEET 22. MATCH EXISTING DRAINAGE PATHS.
6. REPLACE EXISTING DOUBLE YELLOW CENTERLINE AND WHITE EDGE LINES WITH DOUBLE YELLOW CENTERLINE AND WHITE EDGE LINES. ALL EXISTING LINES SHALL BE REPAIRED PER WS007 SS R-22 AND R-24, TYPE TWO PRMS SHALL BE PER WS007 SS R-409.

RESTORATION LEGEND

- HMA PAVEMENT FOR TRENCH RESTORATION
- HMA OVERLAY
- CEMENT CONCRETE PAVEMENT
- CRUSHED SURFACING TOP COURSE
- WASHED DRAIN ROCK
- LANDSCAPING
- SAMCUT



TEMPORARY WATER SERVICE GENERAL NOTES

- THE CONTRACTOR SHALL INSTALL ALL TEMPORARY WATER MAINS AND SERVICE LINES (BYPASS LINES) ABOVE GROUND EXCEPT WHERE NOTED TO PROVIDE ROADWAY CROSSINGS. ALL TEMPORARY WATER MAINS AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SEATTLE WATER MAINS AND SERVICE LINES SPECIFICATIONS. DURING BYPASS OPERATIONS WITHOUT DAMAGE TO THE BYPASS PIPE OR DISRUPTION OF WATER SERVICE.
- ALL TEMPORARY BYPASS PIPE INCLUDING APPURTENANCES SHALL CONFORM TO APPLICABLE AWWA STANDARDS AND BE CERTIFIED NSF 61. PIPE SHALL BE RATED FOR PRESSURE CLASSES 200 OR EQUAL.
- CONTRACTOR SHALL VERIFY LOCATION AND QUANTITY OF ALL EXISTING WATER SERVICES AND, IF NECESSARY, INSTALL ADDITIONAL CONNECTIONS NOT SHOWN ON THESE PLANS.
- WATER BYPASS MAINS, TEMPORARY BLOW-OFFS, SERVICE LINES AND ASSOCIATED APPURTENANCES SHOWN ARE SOLELY FOR THE PURPOSE OF MAINTAINING EXISTING WATER SERVICE DURING CONSTRUCTION ACTIVITIES, AND TO MEET ALL CONTRACT REQUIREMENTS. NO PORTION OF THE WATER BYPASS PIPE SHALL BE LOCATED OUTSIDE CITY RIGHT-OF-WAY AND EXISTING EASEMENTS.
- CONTRACTOR SHALL ADVANCE WATER SERVICE CONNECTIONS TO PROPERTIES AT ALL TIMES EXCEPT THAT WATER SERVICE MAY BE DISRUPTED DURING A MAXIMUM OF 1 HOUR SUBJECT TO THE CONTRACTOR'S ADVANCE COORDINATION WITH THE ENGINEER AS CONFIRMED BY THE THREE-WEEK LOOK-AHEAD SCHEDULE. PROPERTY/BUSINESS OWNERS-OCCUPANTS AND POSTING OF TRAFFIC CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE WITH CONSTRUCTION ACTIVITIES, AND TO MEET ALL CONTRACT REQUIREMENTS. CONTRACTOR SHALL PROVIDE WATER BYPASS PIPE UNTIL THE NEW MAIN INCLUDING WATER MAINS AND SERVICE LINES HAVE BEEN INSTALLED, TESTED, AND APPROVED BY LAKEHAVEN WATER & SEWER DISTRICT.
- TEMPORARY WATER MAINS SHALL BE A MINIMUM OF ONE (1) INCH DIAMETER FOR LENGTHS LESS THAN 400', AND WITH FEWER THAN TWO (2) 90°-AT SERVICE CONNECTIONS. TEMPORARY WATER MAINS SHALL BE A MINIMUM OF TWO (2) INCH DIAMETER FOR LENGTHS LESS THAN 400', AND WITH FEWER THAN TWO (2) 90°-AT SERVICE CONNECTIONS. TEMPORARY WATER MAINS SHALL BE FOUR (4) INCH DIAMETER. TEMPORARY SERVICE LINES SHALL MATCH THE SIZE OF THE METER SETTER. TEMPORARY SERVICE LINES SHALL EXTEND PERPENDICULAR FROM THE TEMPORARY WATER MAIN TO THE BACK OF THE SETTER AT THE METER BOX.
- THE WATER BYPASS PIPE SHALL BE PRESSURE TESTED AND DISCONNECTED PER SPECIFICATIONS.
- CONTRACTOR SHALL COORDINATE, PREPARE AND POST HIGH-FURNISHED NOTICES PRIOR TO ANY WATER SERVICE DISRUPTION. DISRUPTIONS SHALL BE SHOWN ON THE WATER SERVICE LOOK-AHEAD SCHEDULE. CONTRACTOR SHALL COORDINATE WITH THE SPECIAL SERVICES WORK GROUP TO MINIMIZE WATER SERVICE DISRUPTIONS.
- SEE PLANS SHEET 30 - TEMPORARY WATER MAIN GENERAL NOTES FOR POTENTIAL WATER SERVICE DISRUPTIONS. CONTRACTOR SHALL ADVANCE WATER SERVICE CONNECTIONS TO THIS PLAN FOR TEMPORARY WATER BYPASS AND STAGING DETAILS. SEE SHEETS 33 FOR PROFILES, SHEETS 35-41.

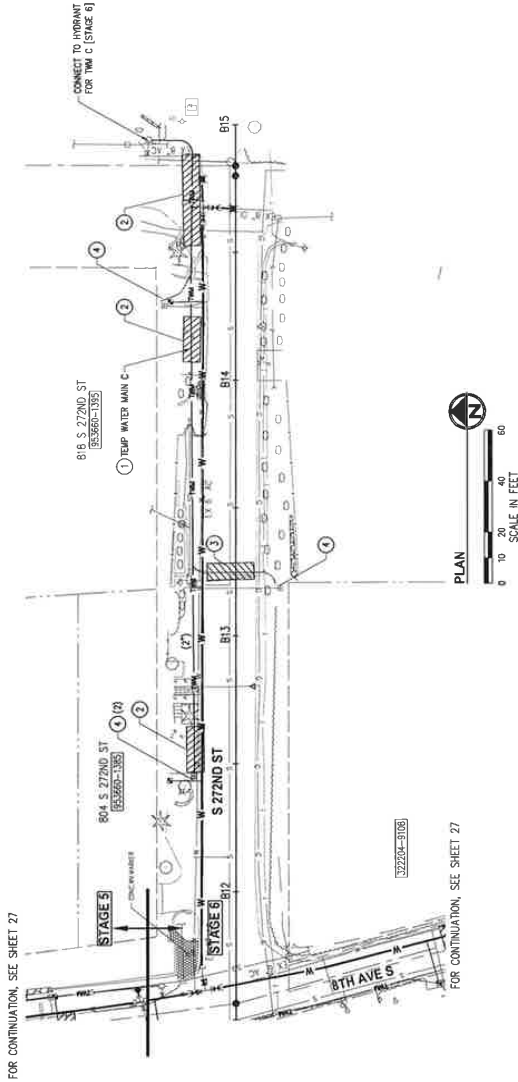
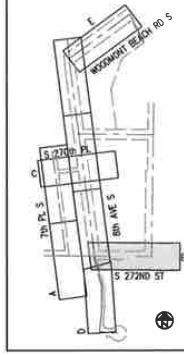
CONSTRUCTION NOTES

- FURNISH AND INSTALL PE (SIR 11) WATER MAIN, SEE DETAILS SHEET 33.
- CONSTRUCT DRIVEWAY RAMP FOR TEMPORARY WATER MAIN.
- CONSTRUCT TEMPORARY TRAFFIC RAMP FOR TEMPORARY WATER MAIN.
- CONNECT TEMPORARY WATER MAIN TO EXISTING METER.

TEMPORARY WATER SERVICE LEGEND

- EX WATER (LOCATED)
PROP WATER MAIN
TEMP WATER MAIN

TEMP. WATER MAIN RAMP



FOR CONTINUATION, SEE SHEET 27

FOR CONTINUATION, SEE SHEET 27



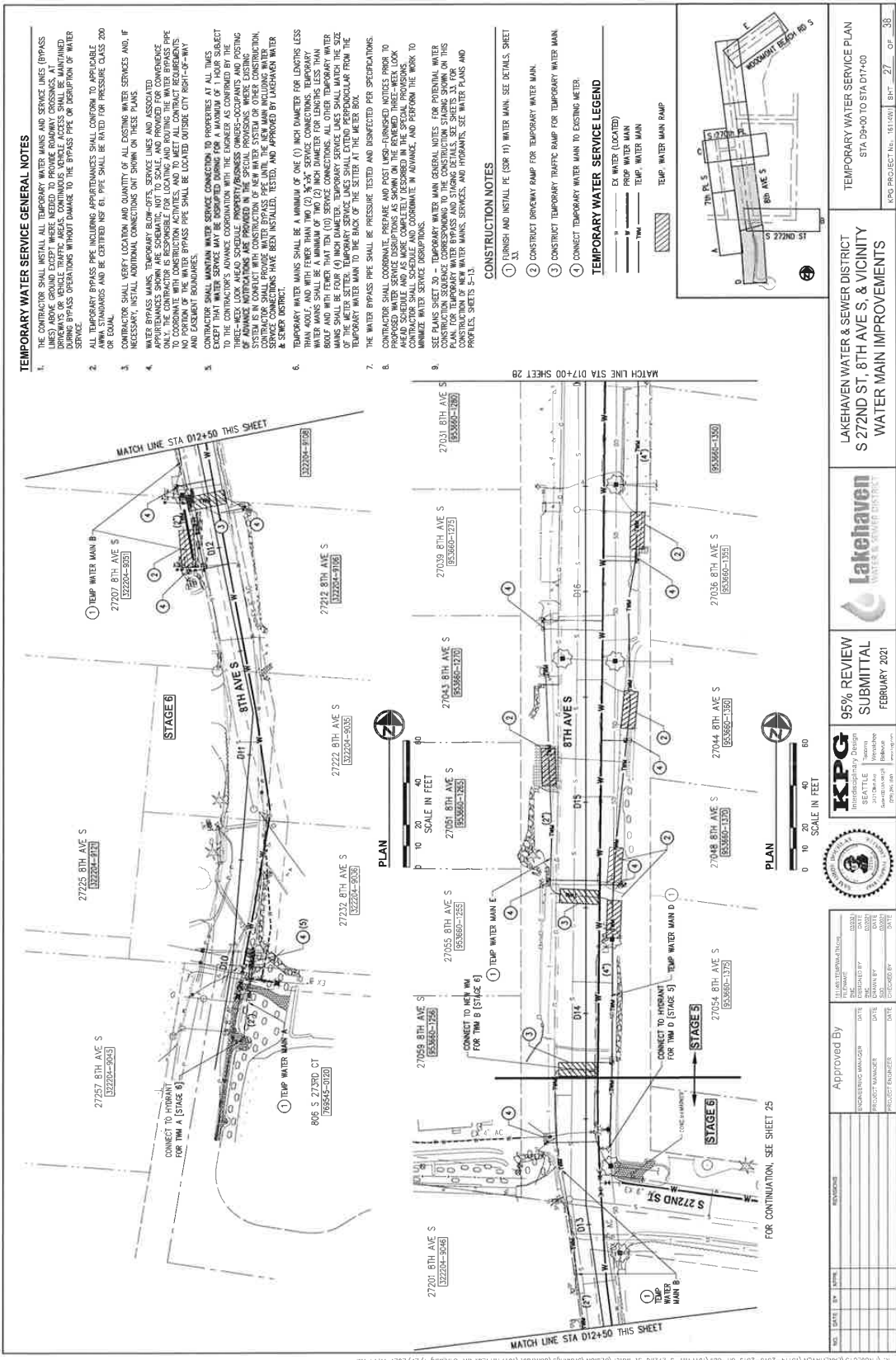
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SUBMITTAL
FEBRUARY 2021



LAKEHAVEN WATER & SEWER DISTRICT
S 272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS
TEMPORARY WATER SERVICE PLAN
S 272ND ST
STA B11+50 TO STA B15+50
KPG PROJECT NO. 1817A011 SHEET 25 OF 35

NO.	DATE	BY	REVISION
1	02/02/2021	MM	ISSUED FOR PERMIT
2	02/02/2021	MM	ISSUED FOR PERMIT
3	02/02/2021	MM	ISSUED FOR PERMIT
4	02/02/2021	MM	ISSUED FOR PERMIT
5	02/02/2021	MM	ISSUED FOR PERMIT
6	02/02/2021	MM	ISSUED FOR PERMIT
7	02/02/2021	MM	ISSUED FOR PERMIT
8	02/02/2021	MM	ISSUED FOR PERMIT
9	02/02/2021	MM	ISSUED FOR PERMIT
10	02/02/2021	MM	ISSUED FOR PERMIT

APPROVED BY	DATE
PROJECT MANAGER	DATE
PROJECT MANAGER	DATE
PROJECT MANAGER	DATE



K:\PROJECTS\LAKEHAVEN\1614-2015-2019 04-CR\5114W1-S 272ND ST WATER MAIN IMPROVEMENTS\1614W1\TEMP\LAKEHAVEN-8TH AVE-172722\272722 1614 W

1. THE CONTRACTOR SHALL INSTALL ALL TEMPORARY WATER MAINS AND SERVICE LINES (BYPASS LINES) ABOVE GROUND EXCEPT WHERE NEEDED TO PROVIDE ROADWAY CROSSINGS, AT DRIVEWAYS OR VEHICLE TRAFFIC AREAS. CONTINUOUS VEHICLE ACCESS SHALL BE MAINTAINED DURING BYPASS OPERATIONS WITHOUT DAMAGE TO THE BYPASS PIPE OR DISRUPTION OF WATER SERVICE.

2. ALL TEMPORARY BYPASS PIPE INCLUDING APPURTENANCES SHALL CONFORM TO APPLICABLE ANSWA STANDARDS AND BE CERTIFIED NSF 61. PIPE SHALL BE RATED FOR PRESSURE CLASS 2000 OR EQUAL.

3. CONTRACTOR SHALL VERIFY LOCATION AND QUANTITY OF ALL EXISTING WATER SERVICES AND, IF NECESSARY, INSTALL ADDITIONAL CONNECTIONS NOT SHOWN ON THESE PLANS.

WATER BYPASS MAINS: TEMPORARY BLOW-OFFS, SERVICE LINES AND ASSOCIATED APPURTENANCES SHOWN ARE SCHEMATIC, NOT TO SCALE, AND PROVIDED FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND ROUTING THE WATER BYPASS PIPE TO COORDINATE WITH CONSTRUCTION ACTIVITIES, AND TO MEET ALL CONTRACT REQUIREMENTS. NO PORTION OF THE WATER BYPASS PIPE SHALL BE LOCATED OUTSIDE CITY RIGHT-OF-WAY.

CONTRACTOR SHALL MAINTAIN WATER SERVICE CONNECTION TO PROPERTIES AT ALL TIMES EXCEPT THAT WATER SERVICE MAY BE DISRUPTED DURING FOR A MAXIMUM OF 1 HOUR SUBJECT TO THE CONTRACTOR'S ADVANCE COORDINATION WITH THE ENGINEER AS CONFIRMED BY THE THREE-METEX LOOK AHEAD SCHEDULE. PROPERTY/BUSINESS OWNERS/OCCUPANTS AND POSTING

OF ADVANCE NOTIFICATIONS ARE PROVIDED IN THE SPECIAL PROVISIONS, WHERE EXISTING SYSTEM IS IN CONTACT WITH CONSTRUCTION OF NEW WATER SYSTEM OR OTHER CONSTRUCTION, CONTRACTOR SHALL PROVIDE WATER BYPASS PIPE UNTIL THE NEW MAIN INCLUDING WATER SERVICE CONNECTIONS HAVE BEEN INSTALLED, TESTED, AND APPROVED BY LAKEHAVEN WATER & SEWER DISTRICT.

6. TEMPORARY WATER MAINS SHALL BE A MINIMUM OF ONE (1) INCH DIAMETER FOR LENGTHS LESS THAN 400 FT, AND WITH FEWER THAN TWO (2) $\frac{3}{4}$ INCH SERVICE CONNECTIONS. TEMPORARY WATER MAINS SHALL BE A MINIMUM OF TWO (2) INCH DIAMETER FOR LENGTHS LESS THAN 800 FT AND WITH FEWER THAN TEN (10) SERVICE CONNECTIONS. ALL OTHER TEMPORARY WATER MAINS SHALL BE FOUR (4) INCH DIAMETER. TEMPORARY SERVICE LINES SHALL MATCH THE SIZE OF THE WATER SPLITTER. TEMPORARY SERVICE LINES SHALL EXTEND DEPENDENTLY FROM THE

7. THE WATER BYPASS PIPE SHALL BE PRESSURE TESTED AND DISINFECTED PER SPECIFICATIONS.
8. CONTRACTOR SHALL COORDINATE, PREPARE AND POST LINED-FURNISHED NOTICES PRIOR TO PROPOSED WATER SERVICE DISRUPTIONS AS SHOWN ON THE REVIEWED THREE-WEEK LOOK

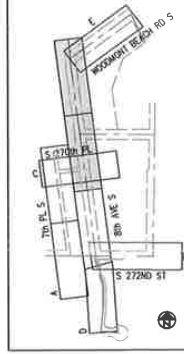
9. SEE PLANS SHEET 30 - TEMPORARY WATER MAIN GENERAL NOTES FOR POTENTIAL WATER CONSTRUCTION SEQUENCE CORRESPONDING TO THE CONSTRUCTION STAGING SHOWN ON THIS SHEET. TEMPORARY WATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE WATER MAIN CONSTRUCTION SEQUENCE AND STAGING DETAIL ON SHEET 31. EOC.

CONSTRUCTION NOTES

- ① FURNISH AND INSTALL PE (SDR 11) WATER MAIN. SEE DETAILS, SHEET 33.
- ② CONSTRUCT DRIVEWAY RAMP FOR TEMPORARY WATER MAIN.
- ③ CONSTRUCT TEMPORARY TRAFFIC RAMP FOR TEMPORARY WATER MAIN.
- ④ CONNECT TEMPORARY WATER MAIN TO EXISTING METER.

TEMPORARY WATER SERVICE LEGEND

EX WATER (LOCATED)
W _____
PROP WATER MAIN
W _____
TEMP. WATER MAIN
TW _____

 TEMP. WATER MAIN RAMP

LAKEHAVEN WATER & SEWER DISTRICT
6272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS



Lakeland
WATER & SEWER DISTRICT

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FEBRUARY 2021

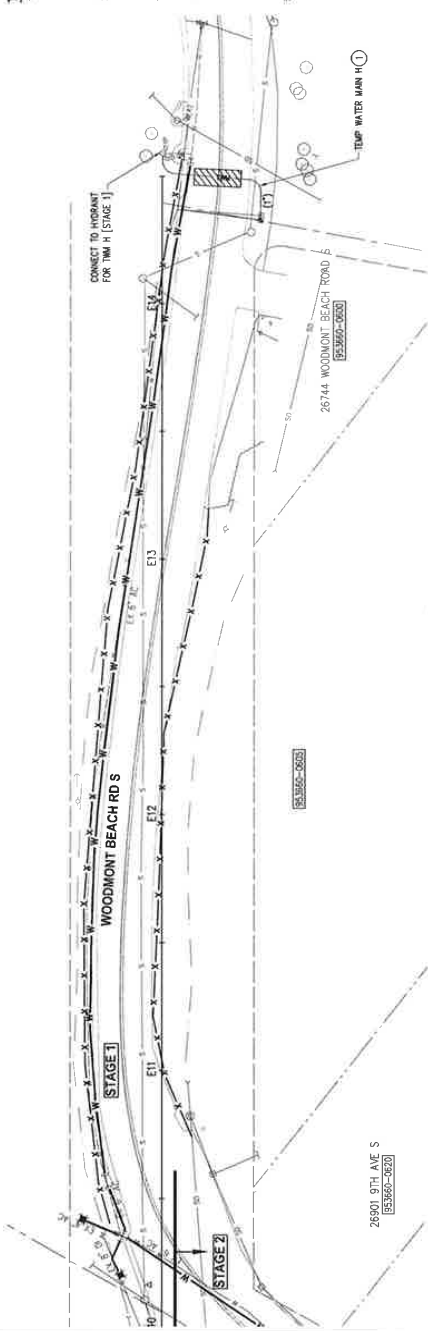
KPG
Interdisciplinary Design
SEATTLE
3511 Bellevue
Tacoma
Wenatchee
Pullman

Approved By	ENGINEERING MANAGER	DATE	
	PROJECT MANAGER	DATE	
RELAYTEMPWORKING FILENAME		DESIGNED BY	02/22/1
		DATE	03/21
		DRAWN BY	02/22/1
		DATE	03/21/1

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TEMPORARY WATER BYPASS GENERAL NOTES

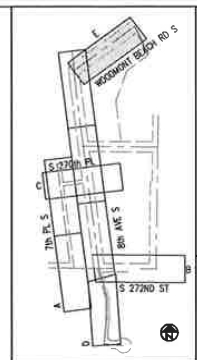
- THE CONTRACTOR SHALL MAINTAIN AN EXISTING WATER MAIN AND SERVICE LINES (BYPASS LINES) AROUND EXISTING WATER MAINS AND SERVICE LINES. BYPASS LINES SHALL BE LOCATED TO THE RIGHT OF THE EXISTING WATER MAINS AND SERVICE LINES. BYPASS LINES SHALL BE LOCATED TO THE RIGHT OF THE EXISTING WATER MAINS AND SERVICE LINES. BYPASS LINES SHALL BE LOCATED TO THE RIGHT OF THE EXISTING WATER MAINS AND SERVICE LINES.
- ALL TEMPORARY BYPASS PIPE INCLUDING APPURTENANCES SHALL CONFORM TO APPLICABLE AWWA STANDARDS AND BE CERTIFIED NSF 61. PIPE SHALL BE RATED FOR PRESSURE CLAS 200 OR EQUAL.
- CONTRACTOR SHALL VERIFY LOCATION AND QUANTITY OF ALL EXISTING WATER SERVICES AND, IF NECESSARY, INSTALL ADDITIONAL CONNECTIONS ON SHOWN ON THESE PLANS.
- WATER BYPASS MAINS, TEMPORARY BLOW-OFFS, SERVICE LINES AND VALVES SHALL BE INSTALLED TO THE RIGHT OF THE EXISTING WATER MAINS AND SERVICE LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND ROUTING THE WATER BYPASS LINES TO THE RIGHT OF THE EXISTING WATER MAINS AND SERVICE LINES. ALL CONTRACT REQUIREMENTS, NO PORTION OF THE WATER BYPASS PIPE SHALL BE LOCATED OUTSIDE CITY RIGHT-OF-WAY AND EXISTING BOUNDARIES.
- CONTRACTOR SHALL MAINTAIN WATER SERVICE CONNECTION TO ALL PROPERTIES AT ALL TIMES EXCEPT THAT WATER SERVICE MAY BE DISRUPTED DURING FOR A MAXIMUM OF 1 HOUR SUBJECT TO THE CONTRACTOR'S ADVANCE COORDINATION WITH THE ENGINEER AS PROPERTY/BUSINESS OWNERS-OCCUPANTS AND POSTING OF ADVANCE NOTIFICATIONS ARE PROVIDED IN THE SPECIAL PROVISIONS. CONTRACTOR SHALL MAINTAIN WATER SERVICE CONNECTION TO ALL PROPERTIES AT ALL TIMES EXCEPT THAT WATER SERVICE MAY BE DISRUPTED DURING FOR A MAXIMUM OF 1 HOUR SUBJECT TO THE CONTRACTOR'S ADVANCE COORDINATION WITH THE ENGINEER AS PROPERTY/BUSINESS OWNERS-OCCUPANTS AND POSTING OF ADVANCE NOTIFICATIONS ARE PROVIDED IN THE SPECIAL PROVISIONS. CONTRACTOR SHALL MAINTAIN WATER SERVICE CONNECTION TO ALL PROPERTIES AT ALL TIMES EXCEPT THAT WATER SERVICE MAY BE DISRUPTED DURING FOR A MAXIMUM OF 1 HOUR SUBJECT TO THE CONTRACTOR'S ADVANCE COORDINATION WITH THE ENGINEER AS PROPERTY/BUSINESS OWNERS-OCCUPANTS AND POSTING OF ADVANCE NOTIFICATIONS ARE PROVIDED IN THE SPECIAL PROVISIONS.
- TEMPORARY WATER MAINS SHALL BE A MINIMUM OF ONE (1) INCH DIAMETER FOR LENGTHS LESS THAN 400' AND WITH FEWER THAN TEN (10) SERVICE CONNECTIONS. TEMPORARY WATER MAINS WITH FEWER THAN TEN (10) SERVICE CONNECTIONS SHALL BE A MINIMUM OF TWO (2) INCH DIAMETER FOR LENGTHS LESS THAN 400' AND WITH FEWER THAN TEN (10) SERVICE CONNECTIONS. TEMPORARY WATER MAINS WITH FEWER THAN TEN (10) SERVICE CONNECTIONS SHALL BE A MINIMUM OF TWO (2) INCH DIAMETER FOR LENGTHS LESS THAN 400' AND WITH FEWER THAN TEN (10) SERVICE CONNECTIONS.
- CONTRACTOR SHALL COORDINATE, PREPARE AND POST LAND-TURNISHED NOTICES PRIOR TO PROPOSED WATER SERVICE DISRUPTIONS AS SHOWN ON THESE PLANS. CONTRACTOR SHALL MAINTAIN RECORD OF ALL WATER SERVICE DISRUPTIONS AND AS MORE COMPLETELY DESCRIBED IN THE SPECIAL PROVISIONS. CONTRACTOR SHALL MAINTAIN RECORD OF ALL WATER SERVICE DISRUPTIONS AND AS MORE COMPLETELY DESCRIBED IN THE SPECIAL PROVISIONS.
- SEE PLANS SHEET 30 - TEMPORARY WATER MAIN GENERAL NOTES FOR POTENTIAL WATER CONSTRUCTION SEQUENCE CORRESPONDING TO THE CONSTRUCTION STATIONS SHOWN ON THIS PLAN FOR TEMPORARY WATER MAIN CONSTRUCTION. CONTRACTOR SHALL MAINTAIN RECORD OF ALL WATER SERVICE DISRUPTIONS AND AS MORE COMPLETELY DESCRIBED IN THE SPECIAL PROVISIONS.



- ## CONSTRUCTION NOTES
- DESIGN AND INSTALL PER (SHEET 1) WATER MAIN. SEE DETAILS, SHEET 31.
 - CONSTRUCT DRAINAGE RAMP FOR TEMPORARY WATER MAIN.
 - CONSTRUCT TEMPORARY TRAFFIC RAMP FOR TEMPORARY WATER MAIN.
 - CONNECT TEMPORARY WATER MAIN TO EXISTING METER.

TEMPORARY WATER SERVICE LEGEND

- EX WATER (LOCAL)
- PROP WATER MAIN
- TEMP WATER MAIN
- TEMP WATER MAIN RAMP



TEMPORARY WATER SERVICE PLAN
WOODMONT BEACH RD
STA E10+00 TO STA E19+00
KPG PROJECT NO. 1811W1 SHT 29 OF 38

LAKEHAVEN WATER & SEWER DISTRICT
S 272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS



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FEBRUARY 2021



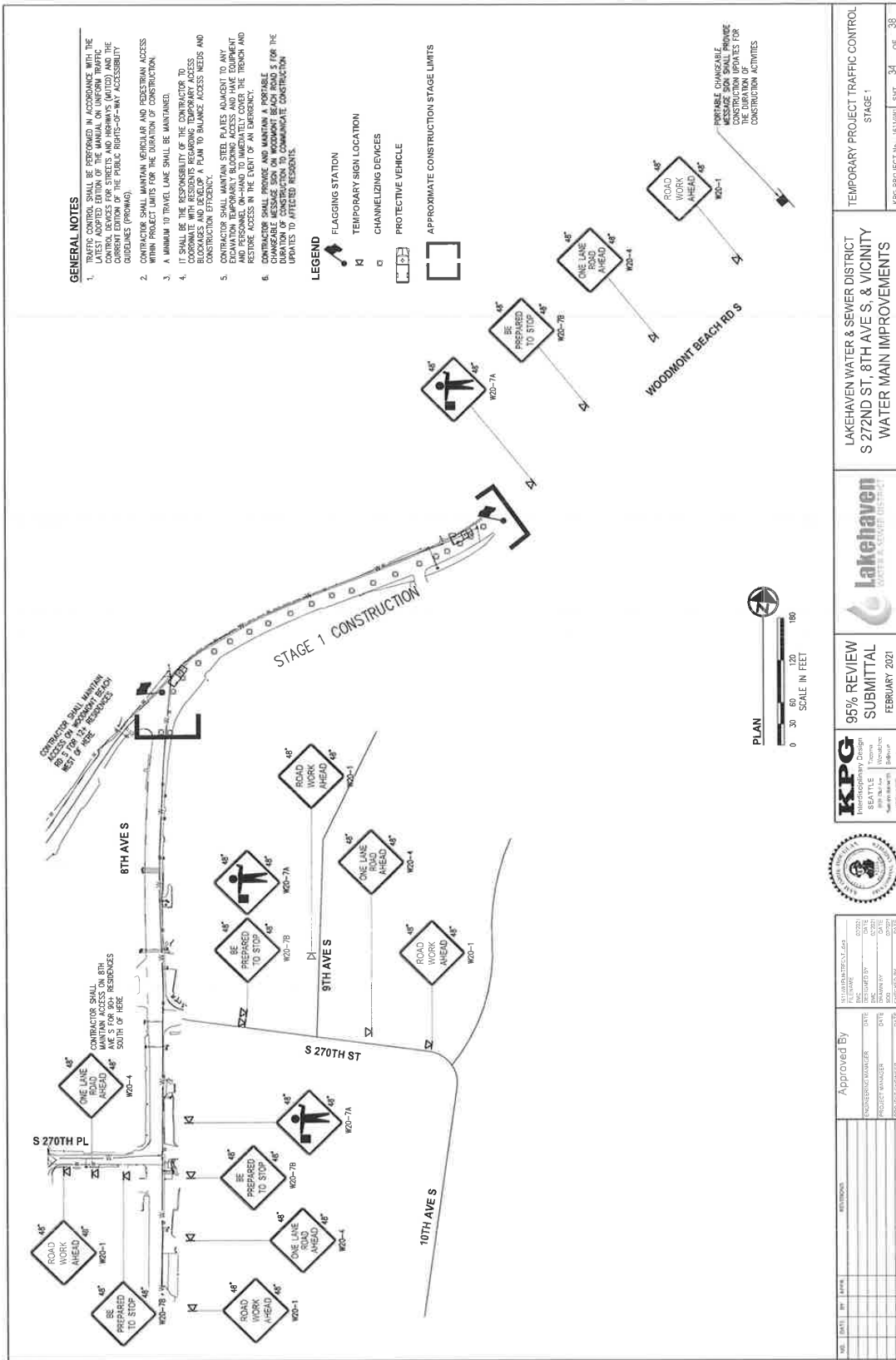
DATE	BY	REVISION

APPROVED BY	DATE
ENGINEERING MANAGER	
PROJECT MANAGER	
PROJECT ENGINEER	

DATE	BY	REVISION

DATE	BY	REVISION

DATE	BY	REVISION

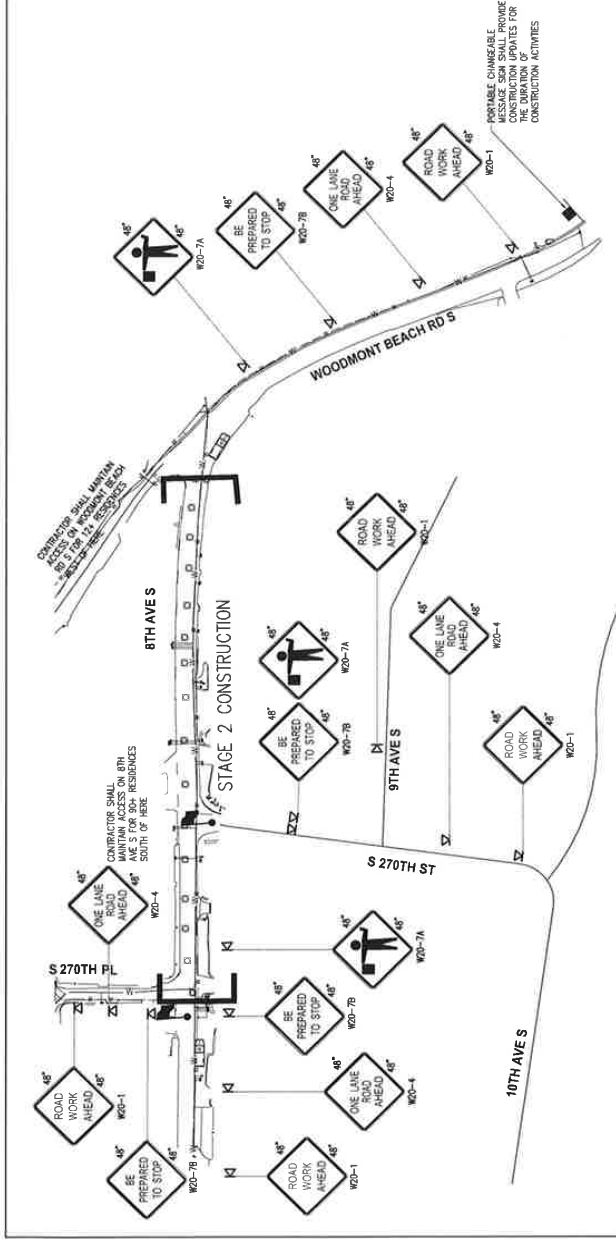


GENERAL NOTES

1. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD AND THE CURRENT EDITION OF THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG).
2. CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS WITHIN PROJECT LIMITS FOR THE DURATION OF CONSTRUCTION.
3. A MINIMUM TO TRAVEL LANE SHALL BE MAINTAINED.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES, BUSINESS BLOCKS AND DEVELOP A PLAN TO BALANCE ACCESS NEEDS AND CONSTRUCTION EFFICIENCY.
5. CONTRACTOR SHALL MAINTAIN STEEL PLATES ADJACENT TO ANY EXISTING CURBS OR SIDEWALKS TO MAINTAIN PEDESTRIAN ACCESS AND PERSONNEL ON-HAND TO IMMEDIATELY COVER THE TRENCH AND RESTORE ACCESS IN THE EVENT OF AN EMERGENCY.
6. CONTRACTOR SHALL PROVIDE AND MAINTAIN A PORTABLE CHANGEABLE MESSAGE SIGN ON WOODMONT BEACH RD S FOR THE DURATION OF CONSTRUCTION AND MAINTAINANCE CONSTRUCTION UPDATES TO AFFECTED RESIDENTS.

LEGEND

- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE
- APPROXIMATE CONSTRUCTION STAGE LIMITS



PLAN
0 30 60 90 120 150
SCALE IN FEET



KPG
KPG CONSULTING, LLC
SEATTLE
1111 1st Ave, Suite 1000
Seattle, WA 98101
206.461.1234

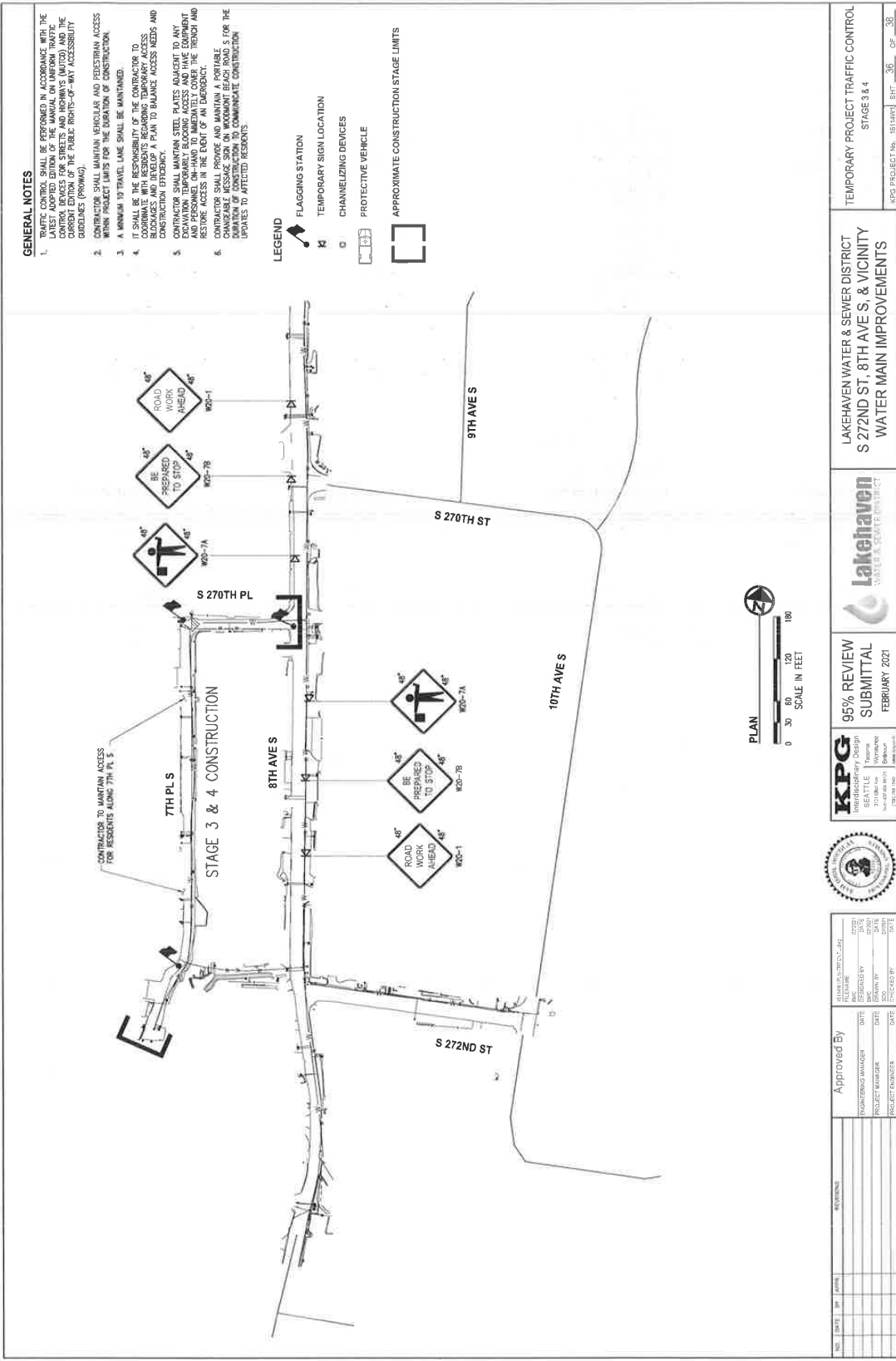
95% REVIEW
SUBMITTAL
FEBRUARY 2021



LAKEHAVEN WATER & SEWER DISTRICT
S 272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS

TEMPORARY PROJECT TRAFFIC CONTROL
STAGE 2

KPG PROJECT No. 0114W1 SHT 35 OF 38



KPG
KING COUNTY PROFESSIONAL ENGINEERS
16114
12/31/2021

95% REVIEW SUBMITTAL
FEBRUARY 2021



LAKEHAVEN WATER & SEWER DISTRICT
S 272ND ST, 8TH AVE S, & VICINITY
WATER MAIN IMPROVEMENTS

TEMPORARY PROJECT TRAFFIC CONTROL
STAGE 3 & 4
KPG PROJECT NO. 1611401 DIT 350 OF 350

Approved By		REVISIONS	
ENGINEERING MANAGER	DATE	DATE	DATE
PROJECT MANAGER	DATE	DATE	DATE
PROJECT FOUNDER	DATE	DATE	DATE

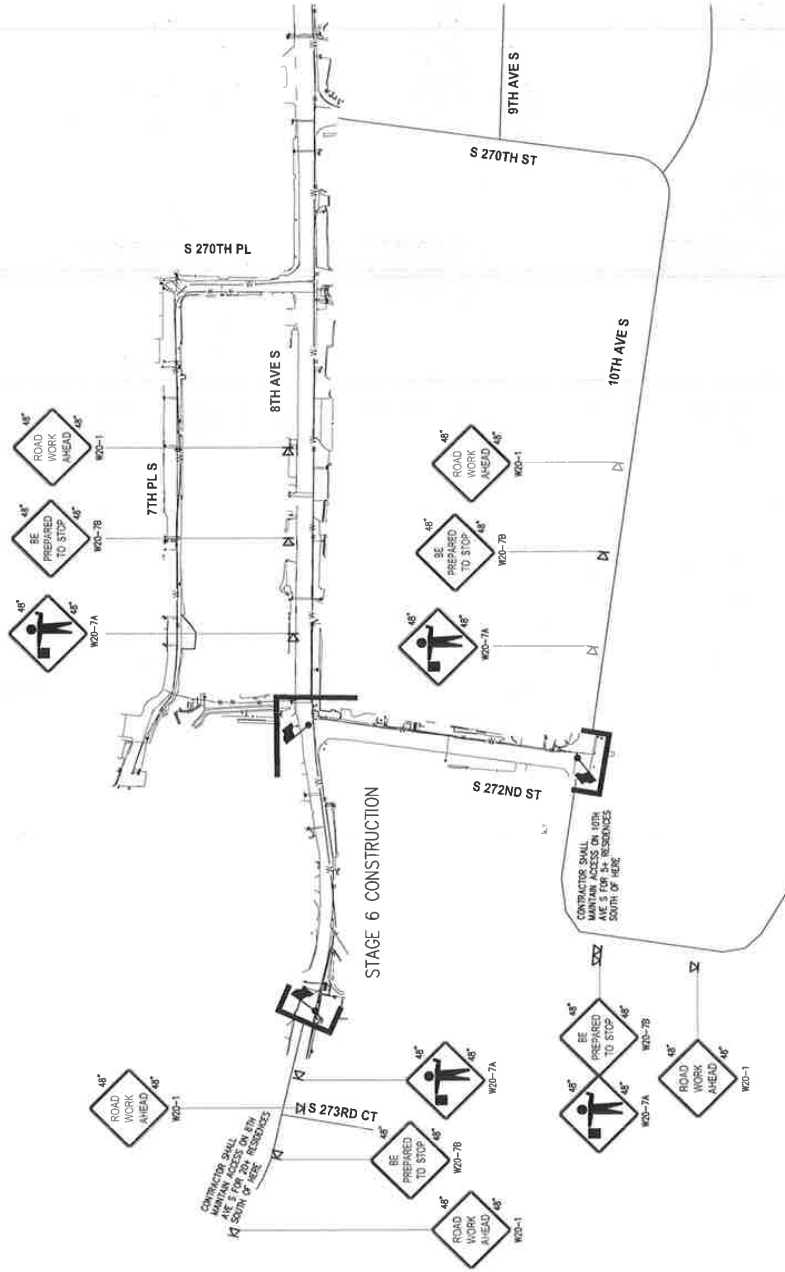
FILED BY	DATE	DATE
DESIGNED BY	DATE	DATE
CHECKED BY	DATE	DATE

GENERAL NOTES

- TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD) AND THE GUIDELINES FOR THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG).
- CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS WITHIN PROJECT LIMITS FOR THE DURATION OF CONSTRUCTION.
- A MINIMUM 10' TRAVEL LANE SHALL BE MAINTAINED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH RESIDENTS REGARDING TEMPORARY ACCESS AND CONSTRUCTION TRAFFIC. A PLAN TO BALANCE ACCESS NEEDS AND CONSTRUCTION TRAFFIC SHALL BE DEVELOPED AND SUBMITTED TO THE CITY OF SEATTLE FOR REVIEW AND APPROVAL.
- CONTRACTOR SHALL MAINTAIN STEEL PLATES ADJACENT TO ANY EXCAVATION TEMPORARILY BLOCKING ACCESS AND HAVE EQUIPMENT AND PERSONNEL ON-HAND TO IMMEDIATELY COVER EXCAVATIONS WITHIN 15 MINUTES OF NOTIFICATION.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN A PORTABLE CHANGEABLE MESSAGE SIGN ON WOODMONT BEACH ROAD S FOR THE DURATION OF CONSTRUCTION TO COMMUNICATE CONSTRUCTION UPDATES TO AFFECTED RESIDENTS.

LEGEND

- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE
- APPROXIMATE CONSTRUCTION STAGE LIMITS



REVISION	DATE	BY	APPROVED BY

APPROVED BY	REVISION
ENGINEERING MANAGER	
PROJECT MANAGER	
PROJECT ENGINEER	

DESIGNED BY	DATE	CHECKED BY	DATE
DRAWN BY	DATE	APPROVED BY	DATE
PROJECT MANAGER	DATE	PROJECT ENGINEER	DATE

95% REVIEW SUBMITTAL FEBRUARY 2021

LAKEHAVEN WATER & SEWER DISTRICT S 272ND ST, 8TH AVE S, & VICINITY WATER MAIN IMPROVEMENTS

TEMPORARY PROJECT TRAFFIC CONTROL STAGE 6

KPG PROJECT No. 1611401 S17-38 CF-38

EXHIBIT B

City of Des Moines (Via LWSD)
 2021 Water Main Improvements
 S 272nd St, 8th Ave S & Vicinity Water Main Improvements
 95% Submittal
 Engineer's Estimate - City of Des Moines Roadway Rehabilitation Work
 January 2021



No.	Sect.	Item	Qty	Unit	Unit Cost	Total
Schedule B - Roadway Rehabilitation						
1	1-09	Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
2	1-10	Project Temporary Traffic Control	1	LS	\$ 8,750.00	\$ 8,750.00
3	1-10	Portable Changeable Message Sign	210	HR	\$ 5.00	\$ 1,050.00
4	2-01	Site Restoration	1	LS	\$ 1,400.00	\$ 1,400.00
5	2-01	Site Cleanup and Maintenance	1	LS	\$ 700.00	\$ 700.00
6	4-04	Crushed Surfacing Top Course for Roadway	150	TN	\$ 35.00	\$ 5,250.00
7	5-04	Planing Bituminous Pavement	2500	SY	\$ 5.00	\$ 12,500.00
8	5-04	HMA Cl. 1/2" PG 64-22	500	TN	\$ 145.00	\$ 72,500.00
9	5-04	HMA Thickenend Edge	100	LF	\$ 15.00	\$ 1,500.00
10	5-04	Temporary Pavement*	20	TN	\$ 250.00	\$ 5,000.00
11	7-01	Underdrain Pipe, 6 In. Diam	250	LF	\$ 20.00	\$ 5,000.00
12	7-01	Gravel Backfill for Drain	25	CY	\$ 55.00	\$ 1,375.00
13	7-05	Adjust Catch Basin	5	EA	\$ 500.00	\$ 2,500.00
14	8-01	Temporary Water Pollution and Erosion Prevention	1	LS	\$ 1,750.00	\$ 1,750.00
15	8-01	Intel Protection	10	EA	\$ 80.00	\$ 800.00
16	8-11	Beam Guardrail Type ____	1	LS	\$ 30,000.00	\$ 30,000.00
17	8-22	Paint Line, 4"	1750	LF	1.50	2625.00
TOTAL ESTIMATED CONSTRUCTION COST \$						166,700.00

Notes:

* These bid items are not subject to the provisions of 1-04.6 of the Standard Specifications, as amended by the Special Provision.

Assumptions:

- 1.) Delineation between City of Des Moines work and LWSD work as shown in email from Andrew Merges dated November 13, 2020.
 * This includes 1/2 street plane & overlays of S 272nd St (south side), 8th Ave S (west side) and Woodmont Beach Rd S (south side);
- 2.) Grind & Overlay work by Des Moines is approximately 7% of the overall Contract. This has been applied to other cost shared items (LS, etc).

CITY OF DES MOINES
2021-2026 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Arterial Street Pavement Preservation

Project #

102.102

Summary Project Description:

Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of pavement rehabilitation measures, such as chip seals, patches and overlays.

CIP Category: Arterial Street Repaving

Managing Department: Plan, Build & PW Admin

Justification/Benefits: The City's Comprehensive Transportation Plan has identified the Pavement Management Program as a high priority. A major component of this program are pavement maintenance and rehabilitation projects. These projects are intended to protect and preserve the surface condition and help maintain the structural integrity of roadways. With proper maintenance, asphalt pavement has a design life of 20 to 25 years. There are approximately 100 centerline miles of roadway. Given the design life of pavement, the Pavement Management Program should strive to maintain at least 4 to 5 centerline miles of roadway bi-annually, if resources are available.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	102	14	116
Land & Right of Way	-	-	-
Construction	2,311	-	2,311
Contingency	5,712	(4,550)	1,162
Total Expenditures	8,125	(4,536)	3,589

ANNUAL ALLOCATION										
Project to Date 12/31/19	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026			
113	3	-	-	-	-	-	-			
2,139	172	-	-	-	-	-	-			
521	33	143	149	155	161	-	-			
2,773	208	143	149	155	161	-	-			

Funding Sources	Current Budget	Requested Change	Total Budget
Arterial Pavement Fund	44	32	76
Interlocal Agreement	764	-	764
Transportation Benefit District Fund Transfer	3,896	(2,401)	1,495
Franchise Fees	4,660	(2,438)	2,222
Total Funding	9,364	(4,807)	4,557

Project to Date 12/31/19	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026
76	-	-	-	-	-	-	-
764	-	-	-	-	-	-	-
1,424	71	-	-	-	-	-	-
1,477	137	143	149	155	161	-	-
3,441	208	143	149	155	161	-	-

OPERATING IMPACT					
6 Year Total					
Revenue	-	-	-	-	-
Expenses	-	-	-	-	-
Net Impact	-	-	-	-	-

ANNUAL OPERATING IMPACT					
2020	2021	2022	2023	2024	2026
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

*Transportation Benefit District Funds in 2020 and beyond are subject to potential legislative changes.