

**HIGHLINE WATER DISTRICT  
KING COUNTY, WASHINGTON**

**RESOLUTION 13-7-17B**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HIGHLINE WATER DISTRICT, AUTHORIZING THE DISTRICT TO ENTER INTO AN AGREEMENT WITH SEGAL PROPERTIES, LLC, ("SEGAL") TO PARTICIPATE IN THE COST OF THE WATER MAIN RELOCATION PROJECT S 178TH STREET (PROJECT 13-4)**

**WHEREAS**, the District owns and operates an eight (8) inch water main and related facilities in South 178th Street right-of-way located within the City of Tukwila, Washington ("City"), pursuant to the District's franchise with the City, as such right-of-way is presently constructed and aligned; the City recently advised the District that a portion of South 178th Street right-of-way was vacated by Ordinance No. 2400 on April 1, 2013, which includes a portion of the District's water main, and the City has advised that South 178th Street is presently being relocated and realigned to be completed by Fall, 2013 ("South 178th Street Relocation Project"), and the City now requires the District to relocate its existing water main into the new alignment of South 178th Street at the District's expense; and

**WHEREAS**, Segale is presently undertaking a development project located in the City known as the Tukwila South Master Planned Project, and Segale, is presently performing the South 178th Street Relocation Project at Segale's expense; and

**WHEREAS**, the Water Main Relocation Project only requires the installation of eight (8) inch water main and related facilities, but Segale, has requested the District install twelve (12) inch water main and related facilities as part of the Water Main Relocation Project to provide additional fire flow and other benefits to the Planned Project, conditioned on Segale reimbursing the District for the cost of the oversized water main improvements ("Oversized Improvements") as provided in this Agreement.

**WHEREAS**, the District obtained a bid from Riverton Contractors, Inc. for the Water Main Relocation Project in the amount of \$489,647.87, including Washington State sales tax, including the Oversized Improvements and Segale will reimburse the District the amount of twenty per cent (20%) of the total cost of the Water Main Relocation Project, including the Oversized Improvements; and

**WHEREAS**, the District is willing to install the Water Main Relocation Project, including the Oversized Improvements, on the condition Segale reimburse the District an agreed amount to install the Oversized Improvements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Highline Water District, King County, Washington, as follows:

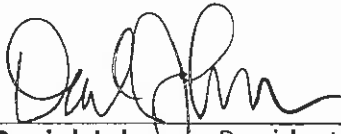
The Board of Commissioners authorizes the General Manager to execute an agreement with Segale, in the form attached hereto as Attachment 1, pursuant to Chapters 57.08 and 57.22 et. seq. to participate in the cost sharing of the S 178th Street Water Main Relocation (Project 13-4) and with the provision that the General Manager or the District's Legal Counsel is authorized to make minor changes to the agreement if required.

**HIGHLINE WATER DISTRICT  
KING COUNTY, WASHINGTON**

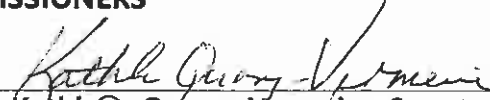
**RESOLUTION 13-7-17B**

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **17th** day of **July 2013**.

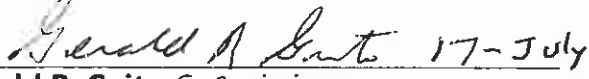
**BOARD OF COMMISSIONERS**



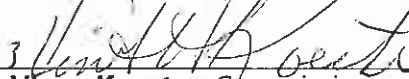
**Daniel Johnson**, President



**Kathleen Quong-Vermeire**, Secretary



**Gerald R. Guite**, Commissioner



**Vince Koester**, Commissioner



**George Landon**, Commissioner

**AGREEMENT BY AND BETWEEN HIGHLINE WATER DISTRICT AND SEGALE PROPERTIES LLC REGARDING SOUTH 178TH STREET WATER MAIN EXTENSION**

This Agreement ("Agreement") is made and entered into by and between Highline Water District, a Washington municipal corporation ("District"), and Segale Properties LLC, a Washington limited liability company ("Segale") (individually a "Party" and collectively the "Parties") for the purposes set forth below.

**I. RECITALS**

WHEREAS, the District is a special purpose district existing pursuant to Title 57 Revised Code of Washington and is authorized to provide water service to property owners within and without the District in the manner provided by law.

WHEREAS, the District owns and operates an eight (8) inch water main and related facilities in South 178th Street right-of-way located within the City of Tukwila, Washington ("City"), pursuant to the District's franchise with the City, as such right-of-way is presently constructed and aligned; the City recently advised the District that a portion of South 178th Street right-of-way was vacated by Ordinance No. 2400 on April 1, 2013, which includes a portion of the District's water main, and the City has advised that South 178th Street is presently being relocated and realigned to be completed by Fall, 2013 ("South 178th Street Relocation Project"), and the City now requires the District to relocate its existing water main into the new alignment of South 178th Street as depicted on **Exhibit A** attached hereto and incorporated herein in full by this reference at the District's expense ("Water Main Relocation Project").

WHEREAS, Segale is presently undertaking a development project located in the City known as the Tukwila South Master Planned Project ("Planned Project"), and Segale is presently performing the South 178th Street Relocation Project at Segale's expense.

WHEREAS, for the reasons set forth therein, the District declared an emergency relating to the Water Main Relocation Project by the adoption of Resolution No. 13-6-19A, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference, to perform such work, and such resolution authorized District staff to retain a consultant to prepare contract documents as necessary to undertake the Water Main Relocation Project, obtain a bid(s) from a contractor(s) experienced with such work, obtain Board authorization to enter into a public works contract with a contractor to perform the Water Main Relocation Project, and to undertake the work; the Project work is further described in the South 178th Street Road and Infrastructure Improvement Plan dated June 3, 2013 ("Plan"), sheets 5-5.8, prepared by Goldsmith Land Development Services and approved by the City of Tukwila on June 7, 2013 (City of Tukwila Permit No. PW13-036), and as generally depicted on Sheet 5 of such Plan attached hereto as **Exhibit C** and incorporated herein in full by this reference.

WHEREAS, the Water Main Relocation Project only requires the installation of eight (8) inch water main and related facilities, but Segale has requested the District install twelve (12) inch water main and related facilities as part of the Water Main Relocation Project to provide additional fire flow and other benefits to the Planned Project, conditioned on Segale reimbursing

the District for the cost of the oversized water main improvements ("Oversized Improvements") as provided in this Agreement.

WHEREAS, the District obtained a bid from Riverton Contractors, Inc. ("Contractor") for the Water Main Relocation Project in the amount of \$489,647.87, including Washington State sales tax, including the Oversized Improvements, in the form attached hereto as **Exhibit D** and incorporated herein in full by this reference ("Contractor Bid"); and Segale has offered to reimburse the District the amount of twenty per cent (20%) of the total cost of the Water Main Relocation Project, including the Oversized Improvements, as further provided in this Agreement.

WHEREAS, the District is willing to install the Water Main Relocation Project, including the Oversized Improvements, on the condition Segale reimburse the District an agreed amount to install the Oversized Improvements.

WHEREAS, the District is authorized to enter into an agreement with Segale pursuant to Chapters 57.08 and 57.22 et. seq. to allow Segale to participate in the cost of the Water Main Relocation Project; and the Parties now desire to enter into a written reimbursement agreement with reference to the foregoing matter; now, therefore,

In consideration of the following terms and conditions, the Parties agree as follows:

## II. AGREEMENT

1. Construction of Public Works Project. Segale authorizes the District to proceed with the construction of the Water Main Relocation Project by award of the project work to the Contractor in the amount of the Contractor Bid and agrees to reimburse the District for twenty per cent (20%) of the final construction cost of the Water Main Relocation Project. The Parties agree that the final construction cost may exceed the Contractor Bid, and shall include the cost of any changes required in the Water Main Relocation Project plans and specifications or the work, and any Contractor claims and settlement thereof as approved by the District ("Total Project Cost"). Following the award of the Water Main Relocation Project public works contract, the District shall administer and manage the public works contract.

2. Reimbursement Payment. Following the District's final acceptance of the Water Main Relocation Project work, the District shall invoice Segale for twenty per cent (20%) of the Total Project Cost ("Segale Final Cost") and provide Segale with copies of District-approved contractor pay requests related to the project work. Following Segale's receipt of the District invoice for the Segale Final Cost, Segale shall pay the Segale Final Cost to the District in full within twenty (20) days of Segale's receipt of the District invoice. If Segale fails to pay the District invoice within twenty (20) days of Segale's receipt of such invoice, the Segale Final Cost shall bear interest at the rate of one (1) per cent interest per month until fully paid and the District shall be entitled to recover any attorneys' fees and costs incurred, including any fees and costs incurred on any appeal, to obtain and recover payment of the Segale Final Cost, together with any interest thereon; provided, the District shall have the right to deny Segale any

connections to the Oversized Improvements for water service to any real property owned by Segale to be served by the District until the Segale Final Cost, and any interest thereon, is paid in full to the District.

3. District Responsibilities. District shall be responsible for the administration of the Water Main Relocation Project, including the preparation of a bid specification for the project work, the bidding of the project work, the administration and inspection of the project work by District staff and its consultants, obtaining all permits and approvals to undertake the project work from all public agencies with jurisdiction, and for the preparation of this Agreement, and for the fees, costs and expenses to perform such responsibilities (collectively "District Fees, Costs and Expenses"). Such District Fees, Costs and Expenses shall not be included in the Total Project Cost, shall not be subject to reimbursement by Segale to the District, and shall be the District's sole cost and expense.

4. Segale Responsibilities. Segale shall be responsible for the preparation of engineering design drawings for the Water Main Relocation Project and shall provide such design drawings to the District to undertake the project work, for the preparation of as-built documents after the completion of the project work, to make available to the Contractor bank run material for trench backfill during the construction of the project work, if required, and for the preparation of this Agreement, and for the fees, costs and expenses to perform such responsibilities (collectively "Segale Fees, Costs and Expenses"). Such Segale Fees, Costs and Expenses shall not be included in the Total Project Cost, shall not be subject to reimbursement by Segale to the District, and shall be Segale's sole cost and expense. The project design drawings shall become the property of the District upon the Effective Date of this Agreement, and Segale hereby assigns all of its rights and interest in such design drawings to the District.

5. License. The Parties acknowledge the new alignment of South 178th Street is located on property owned by Segale, that Segale is presently constructing the South 178th Street Relocation Project thereon, and that South 178th Street in its new alignment has not yet been dedicated and conveyed to the City of Tukwila as City right-of-way. Therefore, Segale hereby grants the District, its employees and agents, including contractors and subcontractors, permission and license commencing as of the Effective Date of this Agreement and revocable and terminable as provided herein, to enter upon the area of the new alignment of South 178th Street as depicted on **Exhibit C** solely for the purpose of undertaking the construction of the Water Main Relocation Project ("License"). The License shall terminate and be revoked (a) if Segale reasonably determines the District is using the area which is subject to the License for purposes other than the permitted purposes, provided Segale shall provide the District at least twenty (20) days prior written notice of Segale's intent to terminate the License to afford the District the opportunity to cure any misuse of the License, or (b) upon the City's acceptance of the South 178th Street Relocation Project work and acceptance of the dedication of the new alignment of South 178th Street as City right-of-way, whichever event occurs later.

### III. GENERAL PROVISIONS

3.1 Resolution of Disputes and Governing Law. This Agreement shall be governed 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 Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court located in Kent, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit to enforce or determine a Party's rights and obligations under this Agreement, the prevailing Party shall be entitled to recover against the other Party its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, and all such fees and costs incurred in any appeal, in addition to any other relief, recovery or award provided by law.

3.2 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 upon 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 Agreement or such other address as may be hereafter specified in writing.

To Segale: Mark A. Segale  
Segale Properties LLC  
P.O. Box 88028  
Tukwila, WA 98138 (mail delivery)  
5811 Segale Park Dr. C  
Tukwila, WA 98188 (courier delivery)

To the District: Matt Everett  
General Manager  
Highline Water District  
23828 - 30th Ave. S.  
Kent, WA 98032

3.3 Assignment. Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void.

3.4 Modification. No waiver, alteration, or modification of any of the provisions for the Agreement shall be binding unless in writing and signed by a duly authorized representative of Segale and the District.

3.5 Entire Agreement. The written provisions and terms of this Agreement together with any attached Exhibits shall supersede all prior verbal statements of any officer or other representative of either Party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. This document, including all Exhibits, is the entire Agreement between the Parties. Should any language in any

of the Exhibits to the Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

3.6 Effective Date. This Agreement shall be effective as to all Parties on the date by which both Parties' have executed this Agreement as set forth below ("Effective Date").

3.7 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties hereto and their successors and assigns. No other person or entity shall have any rights under this Agreement whether by agency, a third party beneficiary or otherwise.

3.8 Recitals Incorporated by Reference. The Recitals set forth in Section I above are incorporated herein in full by this reference.

IN WITNESS WHEREOF, this Agreement is executed by the Parties by their authorized officers indicated below.

Segale Properties LLC

Highline Water District

BY Metro Land Development, Inc.

BY \_\_\_\_\_

ITS Manager

ITS \_\_\_\_\_

DATED \_\_\_\_\_

DATED \_\_\_\_\_

By:  
Mark A. Segale, Vice-President  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

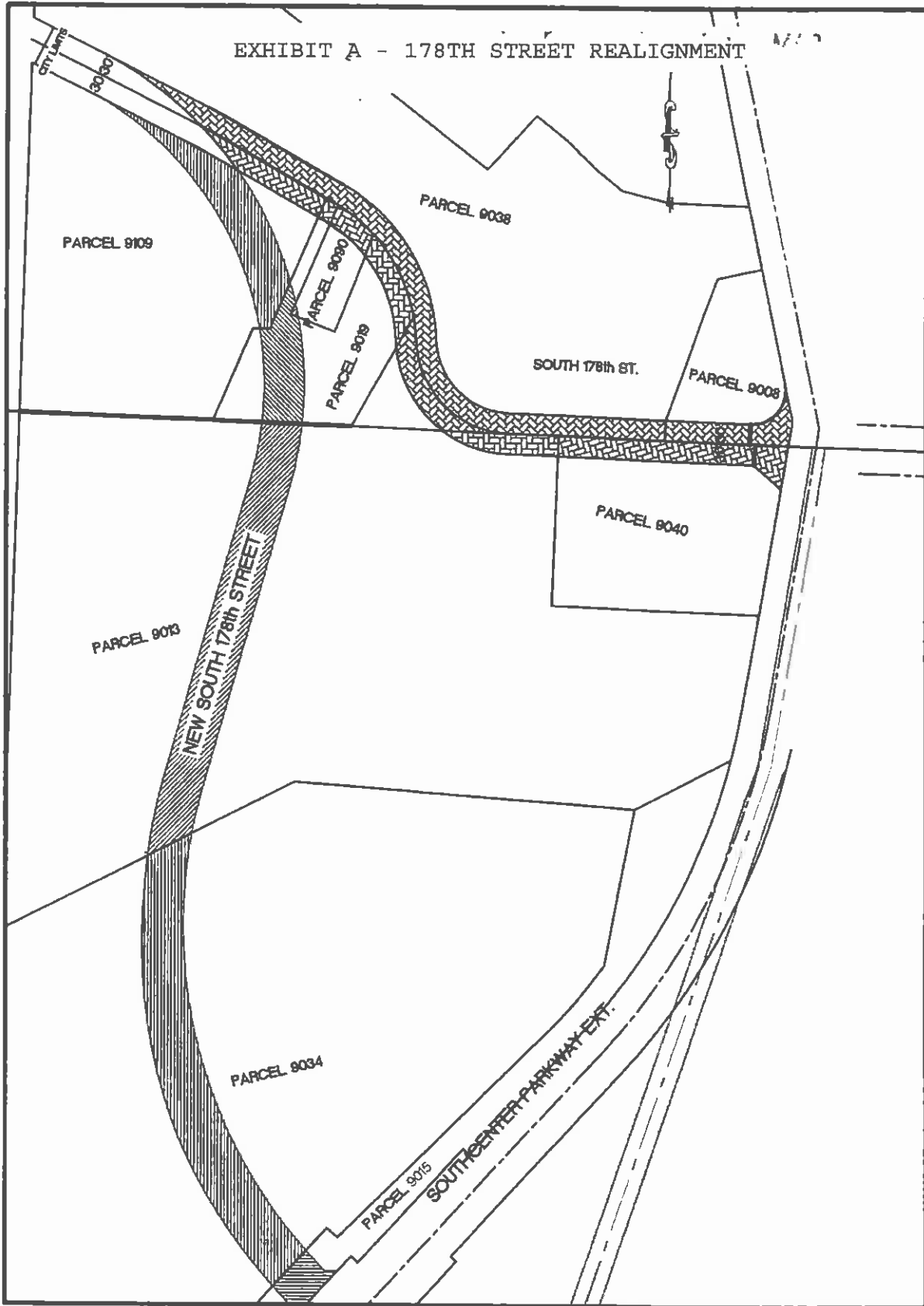
ATTEST:  
  
\_\_\_\_\_  
APPROVED AS TO FORM  
  
\_\_\_\_\_  
District Attorney

**EXHIBIT A**

**DEPICTION OF NEW ALIGNMENT OF SOUTH 178TH STREET**



EXHIBIT A - 178TH STREET REALIGNMENT



**EXHIBIT B**  
**RESOLUTION NO. 13-6-19A**

**HIGHLINE WATER DISTRICT  
KING COUNTY, WASHINGTON**

**RESOLUTION 13-6-19A**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HIGHLINE WATER DISTRICT, KING COUNTY, WASHINGTON, DECLARING AN EMERGENCY RELATING TO THE RELOCATION OF WATER MAIN LOCATED IN VACATED SOUTH 178TH STREET RIGHT-OF-WAY, TUKWILA, WASHINGTON, AND WAIVING THE PUBLIC BIDDING REQUIREMENTS OF RCW 57.08.050 TO PERFORM THE WATER MAIN RELOCATION WORK PURSUANT TO RCW 39.04.280(1)(E).**

**WHEREAS**, Highline Water District (District) is a water district organized and existing pursuant to Chapter 57 RCW and owns and operates a water distribution system within its water service area; and

**WHEREAS**, the District owns and operates a water main in South 178th Street right-of-way located within the City of Tukwila, Washington (City), pursuant to the District's franchise with the City; and

**WHEREAS**, the City advised the District by letter dated May 22, 2013, that a portion of South 178th Street right-of-way was vacated by the adoption of Ordinance No. 2400 on April 1, 2013, which includes a portion of the District's water main so the City may construct a new fire station on the vacated portion of South 178th Street, and the City has advised that South 178th Street is presently being relocated and realigned with completion by Fall 2013, and the District will need to relocate its existing water main into the new alignment at the District's expense;

**WHEREAS**, the District's need to relocate its existing water main constitutes an emergency due to unforeseen circumstances beyond the control of the District which present a real, immediate threat to the proper performance of the essential functions of the District's water system or will likely result in material loss or damage to property, bodily injury or loss of life if action is not taken immediately to relocate the District's water main in South 178th Street; and

**WHEREAS**, District staff and legal counsel have also advised that action must be taken immediately to relocate the water main in South 178th Street to avoid an imminent threat to public health and safety, to prevent imminent danger to the public and private property serviced by and in the vicinity of such existing water main, and the failure of such water main could create an imminent threat of serious environmental degradation, and therefore, pursuant to WAC 197-11-880, time is too short to comply with the requirements of Chapter 43.21C RCW, the State Environmental Policy Act (SEPA); and

**WHEREAS**, District staff and legal counsel have recommended (a) the water main in South 178th Street be relocated immediately (Water main Relocation Project), (b) an emergency be declared to proceed with work as soon as possible to complete the relocation during the existing construction of the realignment of South 178th Street, and (3) pursuant to RCW 39.04.280(1)(e), the formal bidding requirements set forth in RCW 57.08.050 applicable to the District be waived to immediately obtain a qualified and responsible contractor to undertake the Water Main Relocation Project.

**HIGHLINE WATER DISTRICT  
KING COUNTY, WASHINGTON**

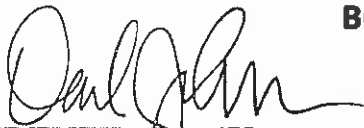
**RESOLUTION 13-6-19A**

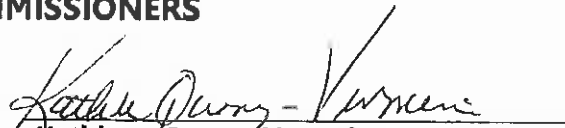
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Highline Water District, King County, Washington, as follows:

1. The recitals set forth above are incorporated herein by this reference.
2. Pursuant to RCW 39.04.280(1)(e), an emergency is hereby declared for the above stated reasons to perform the Water main Relocation Project.
3. Because of the existence of an emergency, the formal bidding requirements set forth in RCW 57.08.050 are hereby waived for the purposes of undertaking the Work.
4. Because of the existence of an emergency, the requirements to comply with SEPA are hereby waived.
5. District staff are hereby authorized and directed to immediately (a) prepare plans and specifications and all other contract documents necessary to undertake the Water Main Relocation Project, or retain a consulting engineer to perform such work, (b) obtain a bid(s) from a contractor(s) experienced with such work, and (c) the District General Manager is authorized to enter into public works contracts with a contractor to perform the Water Main Relocation Project and to undertake the Work.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at a regular open public meeting held on the **19th** day of **June 2013**.


**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Daniel Johnson, President

  
\_\_\_\_\_  
Kathleen Quong-Vermeire, Secretary

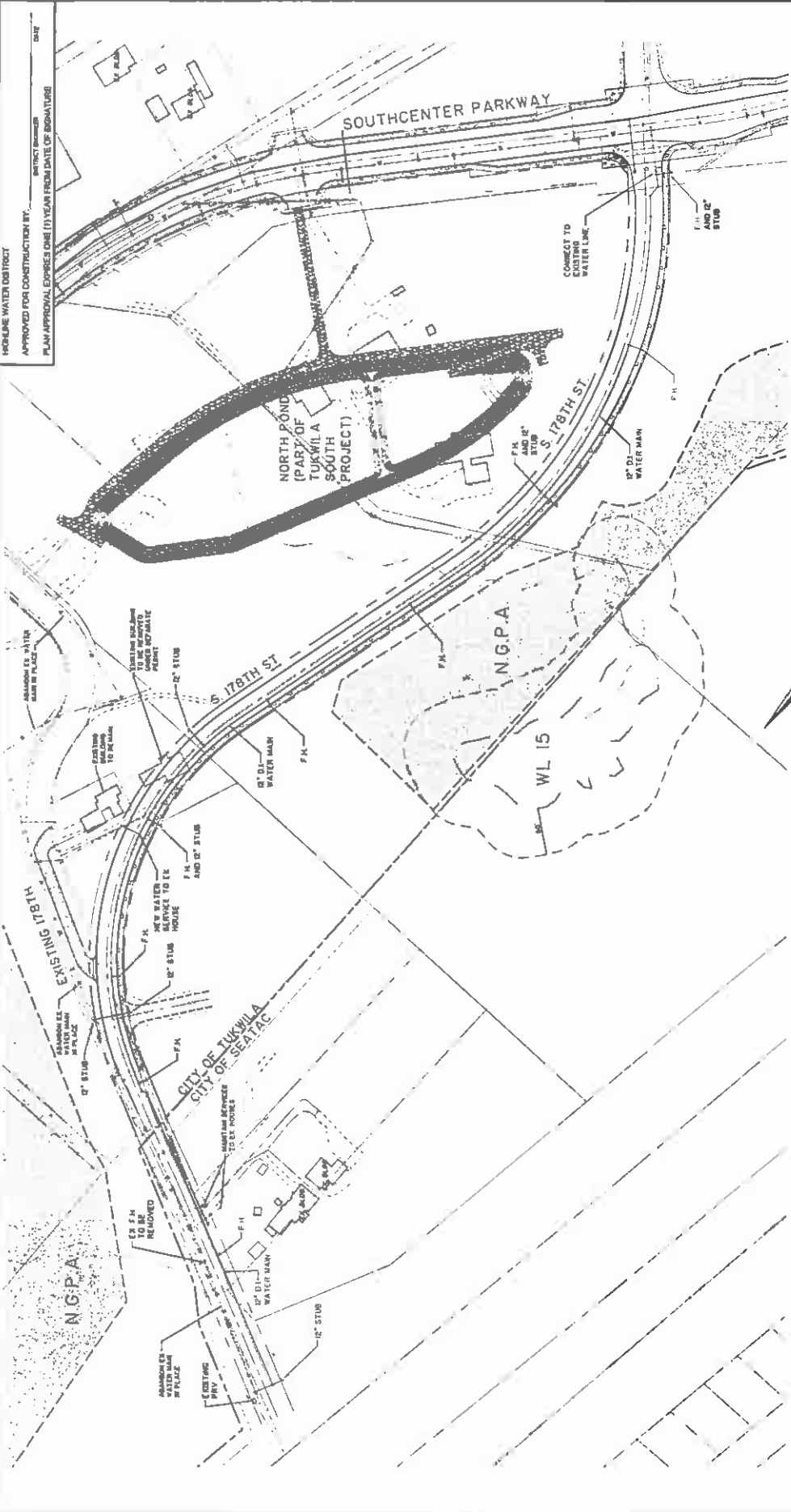
  
\_\_\_\_\_  
Gerald R. Gulte, Commissioner

  
\_\_\_\_\_  
Vince Koester, Commissioner

  
\_\_\_\_\_  
George Landon, Commissioner

**EXHIBIT C**

**GENERAL DEPICTION OF WATERMAIN RELOCATION PROJECT**



HIGHLINE WATER DISTRICT  
 APPROVED FOR CONSTRUCTION BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PLAN APPROVAL EXPIRES ONE (1) YEAR FROM DATE OF SIGNATURE

**G** **GOLDSMITH**  
 LAND DEVELOPMENT SERVICES  
 PREPARED BY: \_\_\_\_\_  
 CALL 48 HOURS BEFORE YOU DIG  
 1-800-424-5555

HIGHLINE WATER DISTRICT  
 SOUTH 178TH STREET  
 OVERALL WATER PLAN

DRAWING SCALE: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_

HIGHLINE WATER DISTRICT  
 P.O. BOX 2487  
 2400 20th Ave. SW  
 RENTON, WA 98050-2487  
 (206) 884-0275  
 (206) 884-0018 FAX



No.	Date	By

**EXHIBIT D**  
**CONTRACTOR BID**

**BID FORM**

(Use **BLUE** or **BLACK** Ink in Filling out forms)

TO: HIGHLINE WATER DISTRICT  
herein called OWNER:

FROM: Riverton Contractors, Inc.  
Name (Bidder)

764 Valentine Avenue SE  
Address

Pacific, WA 98047  
City, State

Proposal of Bidder:

PROJECT: ***HWD 13-4, South 178th Street Water Main Extension***

- The undersigned Bidder, having investigated the site and locality where the work is to be performed, the legal requirements (Federal, State, and local laws, ordinances, rules and regulation) and the conditions affecting cost, progress, or performance of the work, and being familiar with the Contract Documents, hereby proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to perform the work within the Contract time indicated in this Bid and in accordance with the Contract Documents for an amount computed upon the basis of the quantity of work actually performed at the following prices:

NOTE: Unit bid amounts shall be shown both in words and figures. In case of discrepancy, the amount shown in words will govern.

ITEM NO.	APPROXIMATE QUANTITY & UNITS	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT FOR ITEM
1	1 LS	Mobilization (Not to Exceed 10% of Bid Schedule)	\$27000.00	\$ 27000.00
Twenty Seven Thousand Dollars and No Cents				
(Per Lump Sum) Words				
2	1 LS	Trench Safety System	\$ 3000.00	\$ 3000.00
Three Thousand Dollars and No Cents				
(Per Lump Sum) Words				



ITEM NO.	APPROXIMATE QUANTITY & UNITS	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT FOR ITEM
3	1 LS	Traffic Control	\$ 8500.00	\$ 8500.00
Eight Thousand Five Hundred Dollars and No Cents (Per Lump Sum) Words				
4	2,770 LF	Furnish & Install 12" Class 52 DI Pipe	\$ 77.80	\$ 215506.00
Two Hundred Fifteen Thousand Five Hundred Six Dollars and No Cents (Per Lineal Foot) Words				
5	40 LF	Furnish & Install 8" Class 52 DI Pipe	\$ 56.00	\$ 2240.00
Two Thousand Two Hundred Forty Dollars and No Cents (Per Lineal Foot) Words				
6	13 EA	12" Gate Valve and Valve Box	\$ 2800.00	\$ 36400.00
Thirty Six Thousand Four Hundred Dollars and No Cents (Per Each) Words				
7	9 EA	Fire Hydrant Assembly	\$ 4200.00	\$ 37800.00
Thirty Seven Thousand Eight Hundred Dollars and No Cents (Per Each) Words				
8	7 EA	4" Blow Off Assembly	\$ 3950.00	\$ 27650.00
Twenty Seven Thousand Six Hundred Fifty Dollars and No Cents (Per Each) Words				
9	475 TN	Crushed Surfacing Base Course	\$ 25.00	\$ 11875.00
Eleven Thousand Eight Hundred Seventy Five Dollars and No Cents (Per Ton) Words				

ITEM NO.	APPROXIMATE QUANTITY & UNITS	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT FOR ITEM
10	2 EA	Connect to Existing System	\$ 6750.00	\$ 13500.00
Thirteen Thousand Five Hundred Dollars and No Cents				
(Per Each) Words				
11	1,500 LB	Additional Water Main Fittings & Mega-Lug Joints	\$ 4.00	\$ 6000.00
Six Thousand Dollars and No Cents				
(Per Pound) Words				
12	2 EA	Remove Ex. Fire Hydrant and Hydrant Valve Box	\$ 400.00	\$ 800.00
Eight Hundred Dollars and No Cents				
(Per Each) Words				
13	3 EA	Short Service Connection 5/8" to 1"	\$ 900.00	\$ 2700.00
Two Thousand Seven Hundred Dollars and No Cents				
(Per Each) Words				
14	1 EA	Long Service Connection 5/8" to 1"	\$ 900.00	\$ 900.00
Nine Hundred Dollars and No Cents				
(Per Each) Words				
15	175 TN	HMA Class 1/2" PG 64-22 Trench Patching	\$ 91.42	\$ 15998.50
Fifteen Thousand Nine Hundred Ninety Eight Dollars and Fifty Cents				
(Per Ton) Words				
16	1,200 LF	Final Sawcut Ex. Asphalt or Concrete Pavement	\$ 4.00	\$ 4800.00
Four Thousand Eight Hundred Dollars and No Cents				
(Per Lineal Foot) Words				
17	450 SY	2" Grind and Overlay	\$ 25.55	\$ 11497.50
Eleven Thousand Four Hundred Ninety Seven Dollars and Fifty Cents				
(Per Square Yard) Words				

ITEM NO.	APPROXIMATE QUANTITY & UNITS	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT FOR ITEM
18	1 LS	Landscape and Surface Restoration	\$ 3000.00	\$ 3000.00
Three Thousand Dollars and No Cents (Per Lump Sum) Words				
19	1 LS	Temporary Erosion and Sedimentation Control	\$ 3000.00	\$ 3000.00
Three Thousand Dollars and No Cents (Per Lump Sum) Words				
20	1 FA	Minor Change	\$15,000.00	\$15,000.00
Fifteen Thousand Dollars and No Cents. (Per Force Account) Words				

SUBTOTAL	\$ 447167.00
SALES TAX 9.5%	\$ 42480.87
TOTAL AMOUNT OF BID	\$ 489647.87
Four Hundred Eighty Nine Thousand Six Hundred Forty Seven Dollars and (Amount in Words)	Eighty Seven Cents

Agenda Item No.: 5.2  
Agenda Date: 7/17/2013  
Reviewed By: M.E.

SUBJECT: Project 13-4 S 178th Street Water Main Relocation  
Authorize Agreement with Segale Properties, LLC

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL			
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/> N/A <input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input type="checkbox"/>	No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<i>Amount:</i> \$ _____			

**ATTACHMENTS:**

1. Resolution 13-7-17B
2. Attachment 1 (Agreement)

**COMMENTS:**

The District obtained a bid from Riverton Contractors, Inc. for the Water Main Relocation Project in the amount of \$489,647.87, including Washington State sales tax, including the Oversized Improvements and Segale will reimburse the District the amount of twenty per cent (20%) of the total cost of the Water Main Relocation Project, including the Oversized Improvements.

Staff recommends approval of this resolution.