

**INTERAGENCY AGREEMENT  
BETWEEN THE CITY OF MERCER ISLAND AND KING COUNTY  
FOR THE CONSTRUCTION OF MODIFICATIONS TO CITY OF MERCER  
ISLAND LIFT STATION 11 AND TRANSFER OF PIPELINE**

This Agreement (the “Agreement”) is made by and between the City of Mercer Island, a municipal corporation of the State of Washington (hereinafter referred to as “Mercer Island” or the “City”) and King County, a home rule charter county and political subdivision of the State of Washington, (hereinafter referred to as the “County”). The City and the County may also be referred to individually as a “Party” and collectively as the “Parties.”

**1. RECITALS**

This Agreement is based on the following facts, which both Parties acknowledge:

1.1. The County is designated by state statute as the successor to Metro, a metropolitan municipal corporation which provides regional wastewater collection, transmission and treatment services in King County and portions of Snohomish and Pierce counties.

1.2. On or about April 20, 1961, the Municipality of Metropolitan Seattle (“Metro”) entered into a long-term agreement for sewage disposal with Mercer Island Sewer District (the “Agreement for Sewage Disposal”). In 1975 the City became the successor in interest to the Mercer Island Sewer District. Pursuant to the Agreement for Sewage Disposal the City owns and maintains Local Sewerage Facilities, as that term is defined in the Agreement for Sewage Disposal, within the City for the local collection of sewage.

1.3. The County, as successor to Metro, owns and maintains the Metropolitan Sewerage System, as that term is defined in the Agreement for Sewage Disposal, which includes the trunk and interceptor sewer facilities that serve areas in North Mercer Island. The North Mercer Island and Enatai interceptor sewer pipelines carry wastewater from the North Mercer Island Pump Station and portions of north Mercer Island to the Swayolocken Pump Station in Bellevue. In order to maintain an adequate level of service within north Mercer Island, the County intends to construct the North Mercer Island and Enatai Interceptor Upgrade Project (the “Project”).

1.4. In 1982 Metro designed and constructed certain portions of the 16-inch sewer pipeline which runs along 96th Avenue (the “96<sup>th</sup> Avenue SE Pipeline”). Pursuant to the Second Supplemental Agreement, Metro conveyed the 96<sup>th</sup> Avenue SE Pipeline to the Mercer Island Sewer District for the District to own and maintain as a Local Sewerage Facility as that term is defined in the Agreement for Sewage Disposal.

1.5. As part of the Project the Parties agree to the transfer of certain City facilities to the County in order to provide for efficiencies in the construction of the Project and to minimize construction impacts to the residents of the City. The City agrees that the

County shall own and have the sole responsibility to operate, maintain, repair and replace the 96<sup>th</sup> Avenue SE pipeline from the City's MH R30-20B traveling southerly for approximately 450 LF to the County's MH R30-20A, and MH R30-20A, MH R30-20B, Siphon Inlet Box R30-20C, R30-20D, MH R30-20E and associated odor control and pipe. The City shall own and have sole responsibility to operate, maintain, repair and replace City MH COMI-SSMH-6, and MH COMI-SSMH-7 as described and depicted in Exhibit A, attached hereto and incorporated herein by this reference. In consideration for the transfer of the 96<sup>th</sup> Avenue SE Pipeline from the City to the County, the Parties agree that the County will construct certain modifications, upgrades and modifications to Lift Station 11 owned by the City (the "City's LS11 Facility").

1.6. The Parties also agree that subject to the terms and conditions contained herein, the Project will include the construction and installation of certain City infrastructure, which shall be paid for by the City.

1.7. The City and County are authorized to enter into this Agreement pursuant to RCW 35.58.200 (2).

## **2.0 PURPOSE**

The purpose of this Agreement is to set forth the mutual obligations and rights of the City and the County for the accomplishment of the Project.

## **3.0 DURATION**

This Agreement shall become effective immediately upon execution by both Parties and shall remain in effect until the portion of the Project within the City and the transfer of the 96<sup>th</sup> Avenue SE Pipeline are completed, unless terminated sooner, as provided herein.

## **4.0 COUNTY PROJECT RESPONSIBILITIES**

4.1. Lead Agency. The County shall act as the lead agency for the Project. Except as otherwise provided herein, the County shall be solely responsible for design and construction, including but not limited to, contract procurement, and contract and project administration for the Project.

4.2. Construction Responsibilities. The County shall:

- (a) prepare and finalize design and construction contract documents for the Project;
- (b) publicly bid the Project in accordance with County's public contracting procedures;
- (c) award the Project to the lowest responsible, responsive bidder based on the lowest overall bid price for the entire Project. The successful, selected bidder shall be referred to below as the "Contractor;"
- (d) administer the Project contracts, including accounting and payment to the Contractor;

- (e) maintain records for the Project.
- (f) arrange a preconstruction conference with the Contractor after awarding the contract; and
- (g) If the County causes damage to any City utility lines the County will notify the City. The City will use its best efforts to repair the damage promptly. The County shall reimburse the City for the City repair work. To obtain reimbursement, the City shall provide the County with an accounting of any such work, including material, equipment, and labor costs. If the City uses its own work force to make any repairs the City shall provide the County with the name of the individual, their hourly rate, duties performed, and the hours worked. If the City uses a third-party contractor to repair any damages they will submit the contractor's invoice to the County without mark up.

4.3. Bidding and Public Works Requirement. The Parties agree that the Project shall be designed, bid, contracted for and constructed in accordance with State and local law applicable to County public works projects. Any contract issued for the construction of the Project shall comply with all public works and procurement laws and regulations applicable to County. The County shall provide City with a copy of the documents submitted by the Contractor as its bid. The City shall have no independent right to access, view, or otherwise use the Contractor's bid documents that are escrowed pursuant to the construction agreement between County and the Contractor.

4.4. Permits. County shall apply for and obtain permits and/or approvals from all applicable government bodies necessary for the construction of the Project, except for the Washington State Department of Transportation Franchise for the City utilities, the City waterline along 90<sup>th</sup> Pl SE, the City storm drainage along the I-90 trail, and the City's waterline along SE 35<sup>th</sup> Pl. The City agrees to promptly review all County permit applications, made to the City, for the Project. The City agrees that it shall not unreasonably withhold, condition or delay the issuance of any City permit for the Project.

4.5. As-builts. County shall provide City with a set of "as-built" drawings of those portions of the Project within the City, using County datum, for City's permanent records, within three (3) months of the Final Acceptance (as defined in the construction Contract Documents). As-built drawings to be submitted shall include a full-size paper plan set based on County datum and corresponding electronic files in .pdf and .dwg formats. Should the City require as-built drawings using City datum, City shall obtain those documents from the County's consultant at City's cost.

4.6. Utility Relocation: Utility Relocation as part of the Project includes the following, as depicted in Exhibit B.

- City's water lines:

- The City's 6-inch water line along 90<sup>th</sup> Pl SE from Sta 64+18 to Sta 65+55 (approximately 150 linear feet) will be relocated and replaced with 6-inch ductile iron pipe and re-tied into the existing system.
- The City's 8-inch water line along 90<sup>th</sup> Pl SE from Sta 71+55 to Sta 72+50 (approximately 95 linear feet) will be relocated and replaced with 8-inch ductile iron pipe and re-tied into the existing system.
- The City's 8-inch water line along SE 35<sup>th</sup> Pl from Sta 207+15 to Sta 208+40 (approximately 130 linear feet) will be relocated and replaced with 8-inch ductile iron pipe and re-tied into the existing system.
- City's sewer lines
  - The City's 8-inch sewer line along SE 24<sup>th</sup> St from Sta 19+26 to Sta 20+38 (approximately 112 feet) will be relocated and replaced with 8-inch PVC and re-tied into the existing system.
  - The City's 8-inch sewer line along 90<sup>th</sup> Pl SE from Sta 66+54 to Sta 67+23 (approximately 55 feet) will be relocated and replaced with 8-inch PVC and re-tied into the existing system.
  - The City's 8-inch sewer line along 90<sup>th</sup> Pl SE from Sta 70+14 to 71+70 (approximately 195 feet) will be relocated and replaced with 8-inch PVC and re-tied into the existing system.
- City's storm lines
  - The City's 12-inch storm drainage lines along North Mercer Way from Sta 48+22 to Sta 49+12 (approximately 100 feet) will be relocated and replaced with 12-inch PVC and re-tied into the existing system.
  - The City's 8-inch storm drainage lines along 97<sup>th</sup> AVE SE from Sta 98+80 to Sta 99+10 (approximately 32 feet) will be relocated and replaced with 8-inch PVC and re-tied into the existing system.
- All replaced City pipelines and facilities will be removed or be abandoned in place, in the sole judgment and discretion of the County.

## **5.0 DESIGN AND INSTALLATION OF CITY'S STORM DRAINAGE ON 90<sup>TH</sup> PLACE**

5.1. The City shall pay for the design and installation of the stormwater drainage along 90<sup>th</sup> Place as part of the City Storm Drainage Work. The stormwater drainage along 90<sup>th</sup> Place is being installed at the City's direction; the City shall determine the size and approximate location of the drainage piping and inlets, and the County will coordinate the location of these features with other project elements including surface restoration. The locations for this stormwater drainage work are depicted In Exhibit B, and on the City conveyance permit drawings as follows:

- 237 lineal feet (LF) of 12" storm drain pipe (SD) from CB 5-43H to CB 5-43A
- 62 LF of 12" SD from CB 5-43 to CB 5-43H
- 16 LF of 8" SD from CB 5-43H to CB 5-43G
- 68 LF of 8" SD from CB 5-49 to CB 5-49A
- 33 LF of 8" SD from CB 5-51 to CB 5-51A
- 35 LF of 12" SD from CB 5-51B to CB 5-51C.



5.2 The City agrees that it shall not unreasonably hold, condition, or delay the issue of City's permit for Storm Drainage Work.

5.3 The following shall apply to the construction portion of the Storm Drainage Work:

5.3.1. Responses to Submittals, Requests for Information (RFI), and Requests for Change Orders ("RCO" or "RCP"). The County shall, within 14 days that such information is provided to the County project team for review, provide City with a copy of Contractor Submittals, RFI's and RCO's/RCP's for the City Storm Drainage Work. The City shall provide any comments on construction Contractor's Submittals, RCPs, and RCOs within 14 calendar days of receipt from the County, RFIs within 7 calendar days of receipt from the County, and Substitution Requests within 10 calendar days of receipt from the County. For change orders, the City shall provide the County project representative ("Project Representative") with any comments within five (5) business days of receiving a copy of the change order. Any additional construction correspondence that needs the City's response will be provided within 14 calendar days of receipt from the County. The City recognizes and acknowledges that any delays associated with such responses may result in claims and/or additional costs due to the Contractor.

5.3.2. The County shall allow the City, at its own cost and expense, to review and inspect the construction of the City Storm Drainage Work during construction. The City shall provide construction inspection input solely to the County project representative (not to the Contractor).

5.3.3. The County shall provide the City with "as-built" drawings of the completed City Storm Drainage Work.

## **6.0 REIMBURSEMENT BY CITY FOR STORM WATER DRAINAGE WORK**

6.1. Reimbursement for City Storm Drainage Work. The City shall pay the County for all of the Contractor's construction costs for the City Storm Drainage Work as set forth in the Contractor's Schedule of Values, the Engineer's estimate, and any additional documentation provided by the Contractor, including any change orders required for the City Storm Drainage Work.

6.2. Claims Regarding City Storm Drainage Work. The City shall also be responsible for any claim for extra work or additional compensation made by the Contractor in accordance with the County's Contract Documents to the extent that such claim(s) relates to the City Storm Water Drainage Work.

Individual changes or claims related to the Storm Water Drainage Work. Changes or claims related to the Storm Water Drainage Work shall be processed by the County in accordance with its construction contract. Prior to issuing a Change Order to the Contractor or paying a claim related to the Storm Water Drainage Work, the County will seek the agreement of the City.

6.3 City Agreement with Change Order/claim. If the City agrees with the change order or claim in its entirety, the County will issue the change order to the Contractor, or pay the claim and the City shall be liable for the full amount of such change order or claim that applies to the Storm Water Drainage Work.

6.4 City Partial Agreement with Change Order/Claim. If the City disputes any portion of the change order or claim, then the County may issue the change order to the Contractor, or pay the claim and the City will be liable for the amount it does not dispute, with the disputed remainder being reserved for dispute resolution between the City and the County as provided in Section 16.

6.5. City Disagreement with Change Order/claim. If the City disputes the entire change order or claim, then the County may issue the change order to the Contractor or pay the claim, and the full amount of the disputed change order or claim will be reserved for dispute resolution between the City and the County as provided in Section 16.

6.6. Invoices and Payment. The County will provide the City with invoices showing progress payments made to the Contractor during the previous month, as applicable, for the City Storm Drainage Work. Invoices shall be paid by the City to the County within thirty (30) days of receipt by the City. Payment by the City shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented.

6.7. City Reimbursement for Change Orders and Claims. For change orders and claims related to the Storm Water Drainage Work, the County shall submit a request for reimbursement to the City, no more than quarterly, in a format, and supported by such documentation as shall be agreed upon by the Parties. The City shall make any objections regarding the request for reimbursement to the County within ten (10) calendar days of receipt of such request for reimbursement. If the City objects to any portion of the County's request, then the City shall provide written comments explaining the nature of the City's objection. The County and the City project manager shall meet within ten (10) business days to determine a mutually acceptable resolution of the City's objections. Failure of the County or the City to reach an agreed resolution shall entitle either Party to initiate the dispute resolution procedure set forth in Section 16. The City shall reimburse the County for change order and claim costs related to the Storm Water Drainage Work that are properly due within thirty (30) days after receipt of a complete and timely submitted request for reimbursement. If the City objects to any portion of the County's request for reimbursement, then the City shall reimburse the County for those costs which are approved by the City within the thirty (30) day period.

## **7.0 ACCEPTANCE OF THE WORK**

City shall, within fifteen (15) business days after notification of Substantial Completion (as defined in the construction Contract Documents) of those portions of the Project within the City, issue written notification to County of any deficiencies in the form of a punch list

or of acceptance of the work for work on the City's facilities. County shall ensure that Contractor corrects any deficiencies before Final Acceptance is issued.

## **8.0 RESPONSIBILITIES RELATED TO CONSTRUCTION OF THE LS 11 MODIFICATIONS**

8.1. Except as provided in this section 9.1 and subsections 9.1.1. through 9.1.3 below, the County shall, at its cost and expense, design and construct modifications to the City's LS 11 Facility as follows:

- The existing wet well will be converted to a channeled maintenance hole, the base of which will be filled to allow gravity flow to the new wet well (currently a dry well).
- The existing wet well and dry well (new wet well) will be cleaned, and pressure-washed or sand-blasted.
- The existing wet well and dry well (new wet well) will have a coating applied to mitigate ongoing hydrogen sulfide damage.
- The existing dry well (new wet well) will be converted to a wet well with submersible pumps (sole-sourced Flygt pumps with 20-horsepower motors).
- A new concrete flat-top access hatch with a flush floor mount sleeve, and slide rail for pump access for the new wet well will be installed.
- A new vault (precast) for valves and a future flow meter (by the City) will be installed.
- A new above-grade, concrete pad will be installed for the electrical cabinets.
- New motor control centers (MCCs) and a power distribution panel will be furnished and installed.
- New automatic transfer switch (ATS) for the new generator will be set (provided and installed by the City).
- Integration of City's generator set with other components.
- The existing control/telemetry panel programmed by TSI will be re-used, but will be installed within a new outdoor-rated cabinet.
- A new access hatch at the surface and a new ladder will be installed in the existing wet well, which will be converted to a maintenance hole.
- Level monitoring and control equipment will be furnished and installed in the future wet well (existing dry well), including new float switches and a re-used submersible level transducer.
- Rehabilitation by Cured-In Place Pipe method of the City's existing 10-inch forcemain from LS11 along 97<sup>th</sup> AVE SE to the intersection of SE 34<sup>th</sup> St.
- Installation of approximately 270 feet of new 10-inch force main from SE 34<sup>th</sup> ST to the south end of 97<sup>th</sup> Ave SE.
- Preparation of Operation and Maintenance Manuals for newly installed equipment.
- Piping and valves
- Site restoration and landscaping

The modifications listed above shall hereinafter be referred to collectively as the “LS 11 Modifications.”

8.1.1. The City shall separately design and fund the acquisition and installation of a standby generator. This generator acquisition and installation will not be part of the County’s Project. The generator acquisition and installation work by the City will be completed prior to the County’s issuance of a Notice to Proceed “NTP” for the County’s Project. If the City has not completed the standby generator acquisition and installation at the time the County starts construction on the LS 11 Modifications, then the Parties agree that the County’s Contractor will complete the generator work via Change Order at the sole expense of the City. The City shall design the demolition of the existing generator set and vault. The City will provide the County with the demolition design. The County’s Contractor will conduct the demolition of the existing generator as part of the County’s Project at the cost of the City.

8.1.2. Electricity costs of operating the temporary bypass pumping (on utility power) will be billed to and paid by the City during construction through the City’s existing service/provider.

8.1.3. An inspection of the wet well on July 25, 2018 indicated that applying a coating to the existing wet well should be sufficient to mitigate the hydrogen sulfide damage. If during construction damage to the structure is found to be worse than anticipated and is not repairable by applying a coating, then the Parties agree that the County’s Contractor will complete the work via Change Order and the City will be solely responsible for the cost of any required repair or replacement of the existing wet well structure.

8.1.4. The County shall coordinate with Puget Sound Energy to upgrade the power at the LS11 site from 240-volt to 480-volt.

8.2. As part of the construction of the LS 11 Modifications, the County shall do/be responsible for all of the following:

8.2.1. Provide copies of all predesign and final design documents for the LS 11 Modifications to the City for review and comment.

8.2.2. Obtain the City’s written approval of the final design of the LS 11 Modifications, which approval shall not be unreasonably withheld, conditioned or delayed. Which the County accomplished on February 12, 2021.

8.2.3. Obtain all necessary building permits and approvals for construction of the LS 11 Modifications.

8.2.4. Prepare and finalize the construction contract documents for the Project; publicly bid the Project requiring in the bid form a separate bid line item for “City of Mercer Island – Lift Station 11 Modifications” and award the Project contract to the

lowest responsible, responsive bidder based on the lowest overall bid price for the Project.

8.2.5. The County's Contractor will maintain and operate the temporary system for LS 11. The Contractor will need to be qualified (be a valid, certified wastewater operator).

8.2.6. Allow the City to review and inspect the construction of the LS 11 Modifications during construction, at the City's sole cost and expense. The City shall provide construction inspection input solely to the County project representative (not to the Contractor).

8.2.7. Provide at no cost to the City "as-built" drawings of the completed LS 11 Modifications.

8.2.8. Assign to the City any Contractor or equipment warranties for the LS 11 Modifications.

8.2.9. Schedule weekly progress meetings with the Contractor and invite the City to attend.

8.2.10. Provide the City with Contractor Submittals, RFI's, RCO's/RCP's, and Substitution Requests pertaining to the LS 11 Modifications within 14 calendar days that such information is provided to the County project team for review.

8.2.11. Conduct the testing and commissioning of the City's LS 11 Facility. The County will schedule testing and commissioning planning meetings and require the City to attend.

8.3. As part of the construction of the LS 11 Modifications the City shall do/be responsible for all of the following:

8.3.1. The City authorizes and grants the County, its employees, agents, consultants and Contractors a right of entry to the City's LS 11 Facility, the 10-inch forcemain and associated maintenance holes, and the SE 96<sup>th</sup> Avenue Pipeline for the preparation of pre-design and design documents, and for the construction, repair and replacement of the LS 11 Modifications.

8.3.2. The City will promptly review all County permit applications, made to the City, for the LS 11 Modifications. The City agrees that it shall not unreasonably withhold, condition or delay the issuance of any City permit for the LS 11 Modifications.

8.3.3. The City shall provide the County with one contact number for communications regarding the use of the City's LS 11 Facility, as follows: Allen Hunter, Utilities Operation Manager, (206) 275-7812.

8.3.4. The City shall notify the County of any changes to the City's LS 11 Facility that would impact the construction or operation of the LS 11 Modifications.

8.3.5. Have a representative from the City's Wastewater attend regular meetings pertaining to the construction of the LS 11 Modifications with County Construction Management staff.

8.3.6. Review and provide responses to the County on construction Contractor's Submittals, RCPs, and RCOs within 14 calendar days of receipt from the County, RFIs within 7 calendar days of receipt from the County, and Substitution Requests within 10 calendar days of receipt from the County. Any additional construction correspondence that needs the City's response will be provided within 14 calendar days of receipt from the County. Any changes to the contract related to submittals, RCPs, RCOs, RFIs, Substitution Requests, or other construction correspondence will be the responsibility of the City.

8.3.7. Participate in claim negotiations and resolutions regarding claims associated with any of the City's facilities.

8.3.8. The City shall, within fifteen (15) business days of receiving notice of the substantial completion of the LS 11 Modifications, issue notification of any deficiencies to add to the County's punchlist.

## **9.0 CITY RESPONSIBILITIES RELATED TO OPERATION AND MAINTENANCE OF THE CITY'S LS 11 FACILITY**

9.1. The City will continue to own the City's LS 11 Facility and shall be solely responsible for operation and maintenance of said facility and the future repair and replacement thereof upon completion of the LS 11 Modifications. The City will train its Operation and Maintenance staff to maintain LS 11, including any changes resulting from the LS 11 Modifications.

9.2. The City will continue to provide or cause to be provided utility services (gas, water, electric, sanitary sewage) to the City's LS 11 Facility and will continue to pay all utility bills associated with the operation and maintenance of the City's LS 11 Facility.

## **10.0 TRANSFER OF OWNERSHIP OF CITY'S 96TH AVENUE SOUTHEAST PIPELINE**

10.1. As part of the Project, the City authorizes the County to modify the 96<sup>th</sup> Avenue SE pipeline, for use by the County to convey local sewer flows from 96<sup>th</sup> Ave SE and SE 36<sup>th</sup> Street on the south side of Interstate 90 to the County's proposed North Mercer Interceptor near 96<sup>th</sup> Ave SE and SE 35<sup>th</sup> Street on the north side of Interstate 90.

10.2. Within 30 days from the completion of the Project within the City, the City shall grant to the County a bill of sale, substantially in the form attached hereto as Exhibit C, for

the 96<sup>th</sup> Avenue SE Pipeline, quit claiming the title thereto in the County.

From and after the effective date of the bill of sale, and except for any obligations required of the City pursuant to obligations set forth in this Agreement, the County shall own and have the sole responsibility to operate, maintain, repair and replace the 96<sup>th</sup> Avenue SE pipeline from the City's MH R30-20B traveling southerly for approximately 450 LF to the County's MH R30-20A, and MH R30-20A, MH R30-20B, Siphon Inlet Box R30-20C, R30-20D, MH R30-20E and associated odor control and pipe. The City shall own and have sole responsibility to operate, maintain, repair and replace City MH COMI-SSMH-6, and MH COMI-SSMH-7 as described and depicted in Exhibit A, attached hereto and incorporated herein by this reference.

## **11.0 IRRIGATION AND WATER USE**

11.1. As part of the Project, the City authorizes the County to modify the irrigation system within the Project's construction limits.

11.2. The County's Contractor shall design the replacement of impacted portions of the existing irrigation system to provide similar or better distribution, uniformity, and coverage. All components and parts shall be selected for compatibility with the existing irrigation system. The design shall meet the design standards and code requirements of the City. The system shall also be designed to allow for effective winterizing.

11.3. The County will coordinate with the City two weeks prior to modifying the existing irrigation system, to allow the opportunity to salvage and remove irrigation equipment.

11.4. The County's Contractor shall provide a training session for City personnel covering the operation, adjustment, locations, and maintenance of the irrigation system. The County shall coordinate the date and time of the training session at least two weeks in advance.

11.5. The City shall coordinate with the County's Contractor via the Project Representative to verify the condition and operation of the existing irrigation system.

11.6. As part of the project, the City authorizes the County to use the irrigation system within the Project's construction limits for plant establishment watering.

## **12.0 INDEPENDENT CAPACITY**

12.1. Employees of the County shall, at all times while performing work under this Agreement, continue to be employees of the County and shall not be deemed to be employees of the City for any purpose. The County shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. In no event shall the County or any of its officers, employees, agents, or representatives be authorized or represent that they are authorized to make any

representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for the City under or by virtue of this Agreement.

12.2. Employees of the City shall, at all times while performing work under this Agreement, continue to be employees of the City and shall not be deemed to be employees of the County for any purpose. The City shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. In no event shall the City or any of its officers, employees, agents, or representatives be authorized or represent that they are authorized to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for the County under or by virtue of this Agreement.

12.3. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability on either Party. No Party hereto shall have any undertaking for or on behalf of, or act as or be an agent or representative of, or otherwise bind the other Party. No liability shall attach to the City or to the County by reason of entering into this Agreement except as expressly provided herein.

### **13.0 INSURANCE**

13.1. The County intends to use a Contractor to construct the LS 11 Modifications. Prior to the commencement of such construction the County shall require the selected Contractor to maintain the following insurance coverages during the construction of the LS 11 Modifications and provide the City with evidence thereof:

13.1.1. General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering COMMERCIAL GENERAL LIABILITY. \$2,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit. Excess/Umbrella Liability coverage may be provided to satisfy the required limits.

13.1.2. Automobile Liability. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. \$1,000,000 combined single limit per accident. Excess/Umbrella Liability coverage may be provided to satisfy the required limits.

13.1.3. Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

13.2. The County shall require the Contractor to maintain such insurance until acceptance of the Project.



13.3. The County shall require the Contractor to name the County and the City as an additional insured under Commercial General Liability and Business Automobile Liability Insurance with respect to primary and non-contributory limits in accordance with a standard separation of insureds clause, and the County and the City shall be provided not less than forty-five (45) days prior written notice of cancellation (ten (10) days with respect to cancellation for non-payment of premium) per RCW 48.18.290.

13.4. Insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or if not rated with Bests' with minimum surpluses, the equivalent of Bests' surplus size VIII.

#### **14.0 INDEMNIFICATION**

As between the Parties, each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind (collectively, the "Claims") arising out of, or in connection with, the obligations assumed under this Agreement caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, action or suit for injuries, death, or damages is caused by the sole negligence of the other Party.

Where such Claims result from the concurrent negligence of the Parties, the defense and indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically and mutually negotiated.

In the event it is determined that R.C.W. 4.24.115 applies to this Agreement then each Party agrees to defend, hold harmless, and indemnify the other to the maximum extent permitted thereunder, and specifically for its negligence, concurrent with the other Party, to the full extent of the indemnifying Parties', its employees', agents', contractors' and consultants' negligence.

The Parties agree that the provisions of this Section 13 shall survive the termination of this Agreement.

## **15.0 TERMINATION**

15.1. The County has the right to terminate this Agreement by providing written notice to the City if the County determines not to undertake the Project or to discontinue the Project.

15.2 In addition to termination as set forth above, the County may terminate this Agreement, in whole or in part, in writing, for lack of appropriation. If expected or actual funding is withdrawn, reduced or limited in any way, the County may, upon written notice to the City, terminate this Agreement in whole or in part.

15.3. In accordance with King County Code 4A.100.070, if the County terminates this Agreement for non-appropriation, then the County's costs associated with such termination, if any, shall not exceed the appropriation for the biennium in which termination occurs.

## **16.0 DISPUTES**

If a dispute arises between the City and the County, the Parties agree that they will attempt to resolve the issues through mutual negotiation. In the event the Parties are not able to reach an agreement through such negotiation, the Parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either Party, and shall be attempted prior to the institution of any lawsuit arising under this Agreement. The Parties agree to share the costs of mediation equally. Provided, however that either Party may seek injunctive or other equitable relief, including specific performance, without any requirement to negotiate or mediate in the event of an emergency or substantial interference with Project. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of Washington.

## **17.0 CHANGES AND MODIFICATIONS**

Either Party may request changes, amendments, or additions to any portion of this Agreement; however, except as otherwise provided in this Agreement, no such change, amendment, or addition to any portion of this Agreement shall be valid or binding upon either Party unless it is in writing and signed by personnel authorized to bind each of the Parties. All amendments shall be made part of this Agreement.

## 18.0 NOTICES

Unless otherwise directed in writing, any notice or document required by this Agreement shall be delivered to:

King County	City of Mercer Island
Department of Natural Resources & Parks	Public Works Department
Attn: _____	Attn: _____
KSC-NR-0501	9611 SE 36 <sup>th</sup> St
201 S. Jackson St.	Mercer Island WA 98040
Seattle, WA 98104-3855	

Notices mailed by either Party shall be deemed effective on the date mailed. Either Party may change its address by giving the other written notice of not less than five (5) days prior to the effective date.

## 19.0 MISCELLANEOUS PROVISIONS

19.1. **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of Washington, without regard to its rules regarding conflict of laws.

19.2. **Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the limited subject matter of this Agreement, superseding all previous negotiations and understanding, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement must be in writing signed by the Parties.

19.3. **Remedies not Exclusive.** This Agreement in no way waives any remedies available to either Party under common law or statute.

19.4. **Construction of Agreement.** The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of counsel for both Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against either Party.

19.5. **Waiver.** The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

19.6. **Good Faith, Cooperation and Due Diligence.** The Parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the Parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

19.7. **Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all signatories had signed the same instrument.

19.8. **Savings Clause.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

19.9. **Authority.** Each individual signing this Agreement warrants that he or she has the authority to enter into this Agreement on behalf of the Party for which that individual signs.

19.10. **Agreement for Sewage Disposal.** All provisions of the Agreement for Sewage Disposal shall remain in full force and effect as written therein.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

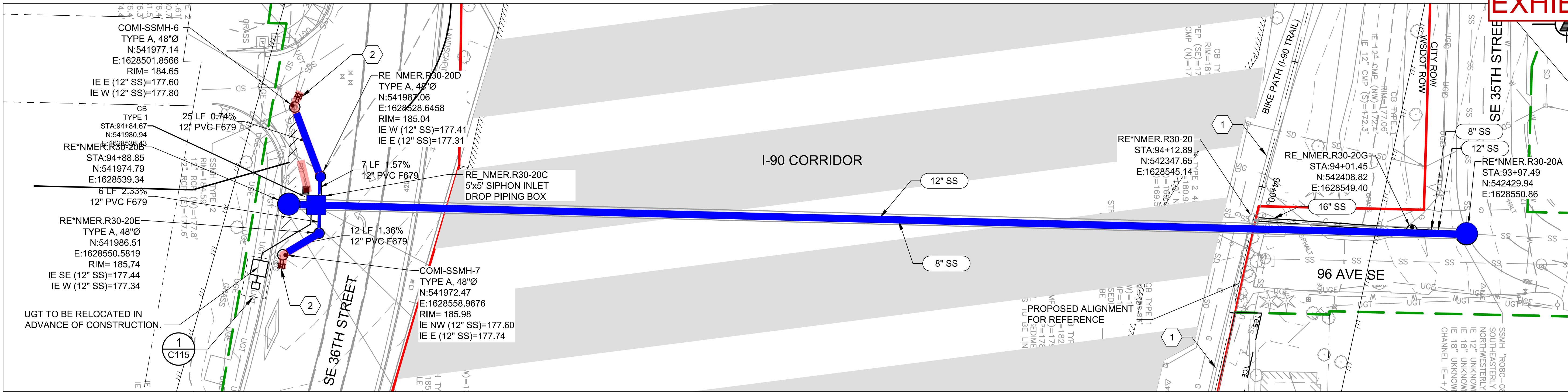
DATED: \_\_\_\_\_, 202\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
King County

DATED: \_\_\_\_\_, 202\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
City of Mercer Island

NOTE: Exhibit A to this Agreement is the description and depiction of the collective 96<sup>th</sup> Avenue SE Pipeline facilities (the facilities to be transferred to the County)

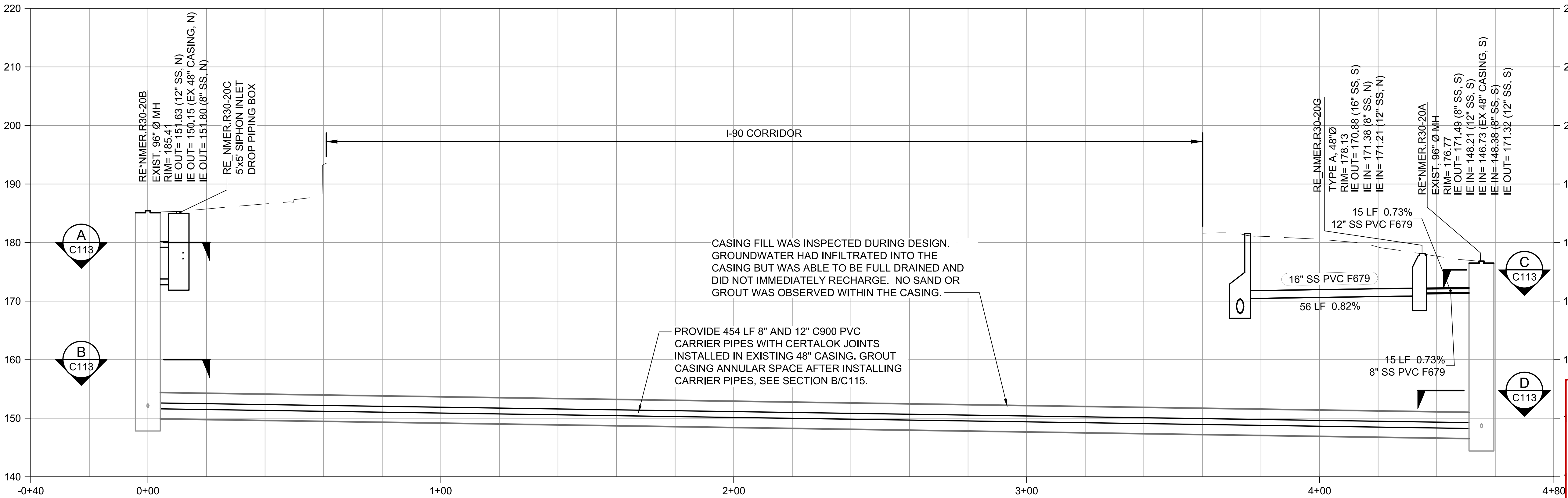
Exhibit B to this Agreement is the Utility Relocation depiction

Exhibit C to this Agreement is the Bill of Sale



PLAN

SCALE: 1" = 20'



PROFILE

SCALE: HORIZ 1" = 20'  
VERT 1" = 10'

NOTES:

- SEE C200 SERIES FOR DEFINITION OF WORK LIMITS.

KEY NOTES:

- SEE NORTH MERCER INTERCEPTOR PLAN AND PROFILE ON DRAWING C327.
- CUT AND REMOVE EXISTING 12" RCP SEWER MAIN AS NEEDED. CONNECT TO EXISTING SEWER MAIN WITH COUPLER. FIELD VERIFY EXISTING PIPE MATERIAL AND ELEVATION IN ADVANCE OF CONSTRUCTION.
- CONNECT CB TO EXISTING PIPE. REGRADE FLOW LINE TO DIRECT RUNOFF TO NEW CB LOCATION.

RELOCATED, NEW, OR MODIFIED UTILITIES TO BE OWNED BY THE CITY ARE HIGHLIGHTED IN RED.

RELOCATED, NEW, OR MODIFIED UTILITIES TO BE OWNED BY THE COUNTY ARE HIGHLIGHTED IN BLUE.



CONVEYANCE PERMIT SET

MARCH 2020

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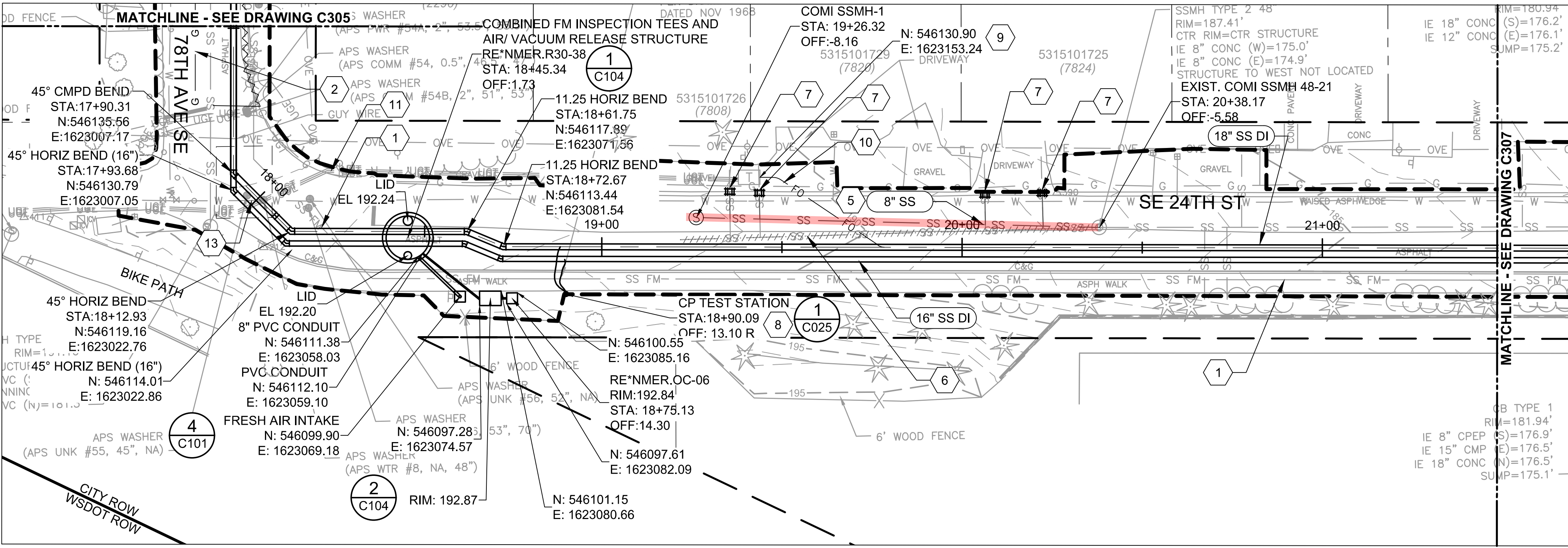
DESIGNED/DRAWN: B. NELSON	SCALE: AS NOTED
PROJECT ENGINEER: J. CHAE	0' REFERENCE 1'
DESIGN APPROVAL: R. BROWNE	FACILITY NUMBER:
PROJECT ACCEPTANCE: C. SCHAUMBERG	CONTRACT NO: C01340C20



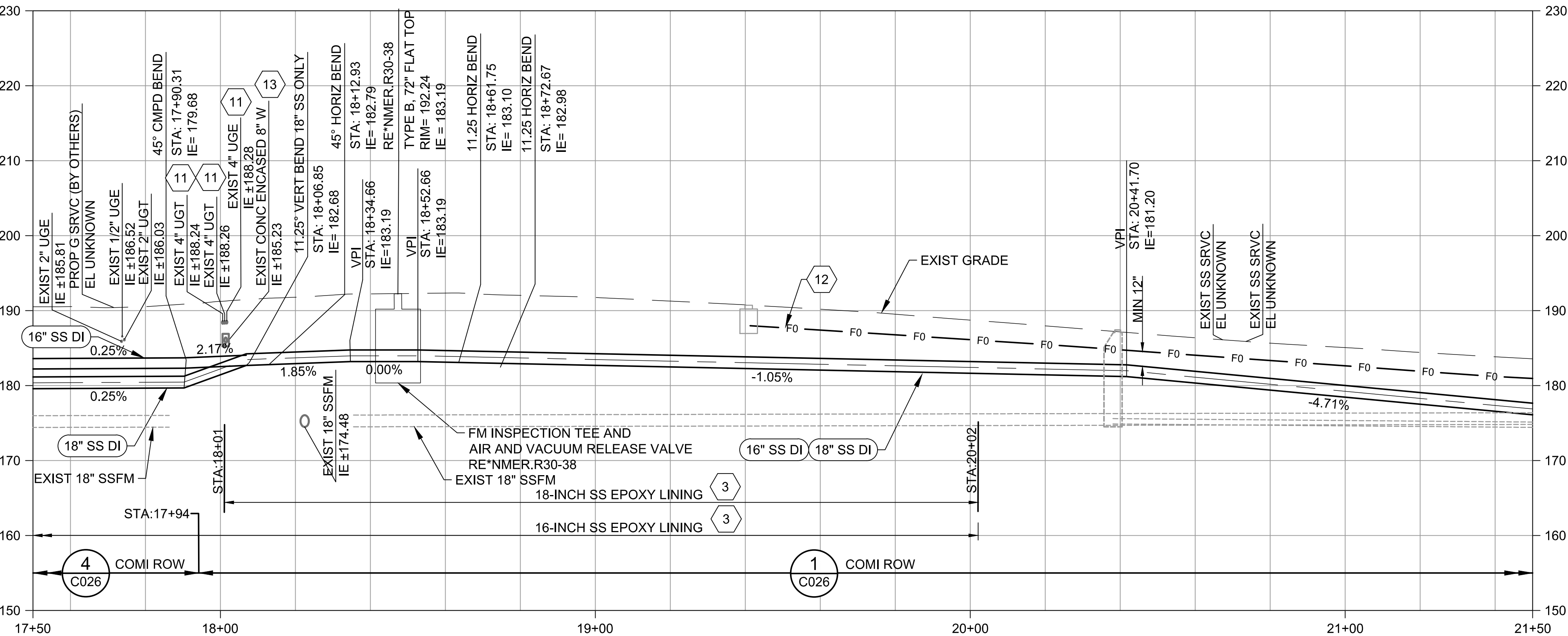
DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**96TH AVE SE SIPHON  
PLAN AND PROFILE**

DCN:	DATE:
PROJECT FILE NO: TBD	DRAWING NO: <b>C117</b>
SHT NO / TOTAL /	REV NO:





PLAN  
SCALE: 1" = 20'



PROFILE  
SCALE: HORIZ 1" = 20'  
VERT 1" = 10'

KEY NOTES:

- EXISTING 18" COUNTY SSFM TO REMAIN IN SERVICE DURING CONSTRUCTION.
- GAS LINE TO BE ABANDONED BY PSE IN ADVANCE OF CONSTRUCTION. REMOVE ABANDONED PIPE AS NEEDED TO COMPLETE WORK. AFTER REMOVING PIPE, CAP ENDS OF ADJACENT PIPE TO REMAIN IN THE GROUND. CONFIRM LINE HAS BEEN DEACTIVATED BEFORE BEGINNING WORK.
- 16-INCH AND 18-INCH SANITARY SEWERS TO BE EPOXY LINED IN ACCORDANCE WITH THE SPECIFICATIONS FOR EXTENTS SHOWN ON THE PROFILE. EPOXY LINED DI PIPE SHALL BE PROVIDED IN FULL LENGTH PIPE STICKS ONLY AND SHALL NOT BE FIELD CUT. ROUND PAST EXTENTS TO NEAREST PIPE JOINT BEYOND THE MINIMUM STATIONING SHOWN.
- NOT USED
- INSTALL 108 LF OF 8" PVC ASTM D3034, SDR35 SS PIPE ALONG WITH A 48" TYPE 1 SSMH. CONNECT INTO EXISTING SSMH. SEE DRAWING C701 FOR SEWER RELOCATION PROFILE.
- REMOVE 115 LF OF EXISTING 8" CONCRETE SS.
- INSTALL SIDE SEWER PIPE AS NEEDED TO CONNECT TO EXISTING SIDE SEWER WITH COUPLER PER SPECIFICATIONS. RECONNECT SIDE SEWER AS CLOSE TO SEWER MAIN AS POSSIBLE. PORTION OF SIDE SEWER SHALL BE PER CITY OF MERCER ISLAND SEWER STANDARD DETAIL S-17. MATCH SIDE SEWER MATERIAL TO EXISTING SIDE SEWER.
- TEST STATION TO BE PROVIDED AT LOCATION SHOWN. CABLES FROM BOTH 16" AND 18" SS TO BE CONTAINED IN THE SAME TEST STATION.
- CONNECT TO EXISTING FO VAULT. VAULT LOCATION IS APPROXIMATE, FIELD VERIFY.
- FIBER OPTIC IMPROVEMENT AREA, SEE SPECIFICATIONS FOR MEASUREMENT AND PAYMENT REQUIREMENTS.
- PROPOSED ELECTRICAL UTILITY POSITION BASED ON PRELIMINARY ALIGNMENT FROM SOUND TRANSIT. CONTRACTOR TO LOCATE UTILITY IN ADVANCE OF CONSTRUCTION AND CONFIRM LOCATION SHOWN IN THE PLANS.
- 4" DIA FO CONDUIT, VERTICAL PROFILE PER TRENCH SECTION.
- CONCRETE ENCASED WATER MAIN. POTHOLE AT LEAST 4 WEEKS PRIOR TO CONSTRUCTION OF FORCE MAINS. NOTIFY PROJECT REPRESENTATIVE IF WATER MAIN AND CONCRETE ENCASEMENT IS NOT AS SHOWN IN THE PROFILE.

RELOCATED, NEW, OR MODIFIED  
CITY UTILITIES ARE HIGHLIGHTED  
IN RED.

CALL BEFORE YOU DIG: 811

BORDER FILE EDITION: KQWTD-2012-Size-TB-Border  
FILE LOCATION: P:\WORK\67200700\CADD\7020\CIVIL\E0306E13-PIPE-C306.dwg  
PLOT DATE: 5/20/2020 2:27 AM  
PLOT BY: D.Aurora, Isaac

NO	REVISION DESCRIPTION	BY	APVD	DATE

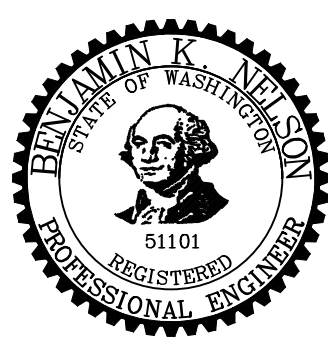


CONVEYANCE  
PERMIT SET

MARCH 2020

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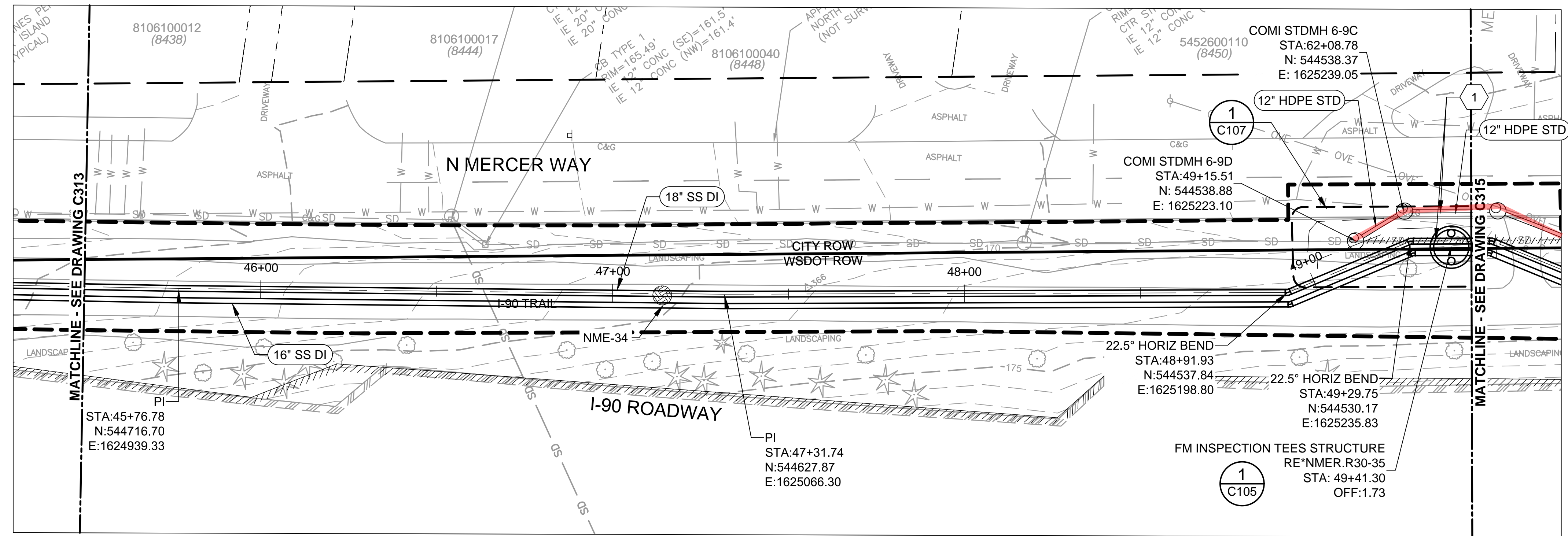
DESIGNED/DRAWN: B. NELSON	SCALE: AS NOTED
PROJECT ENGINEER: B. NELSON	0" REFERENCE 1"
DESIGN APPROVAL: J. PAULSON	FACILITY NUMBER:
PROJECT ACCEPTANCE: C. SCHAUMBERG	CONTRACT NO: C01340C20



DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**NMPS FORCE MAIN  
PLAN AND PROFILE  
STA 17+50 TO STA 21+50**

DATE:	PROJECT FILE NO: TBD	DRAWING NO: <b>C306</b>	SHT NO / TOTAL 294 / 535	REV NO:
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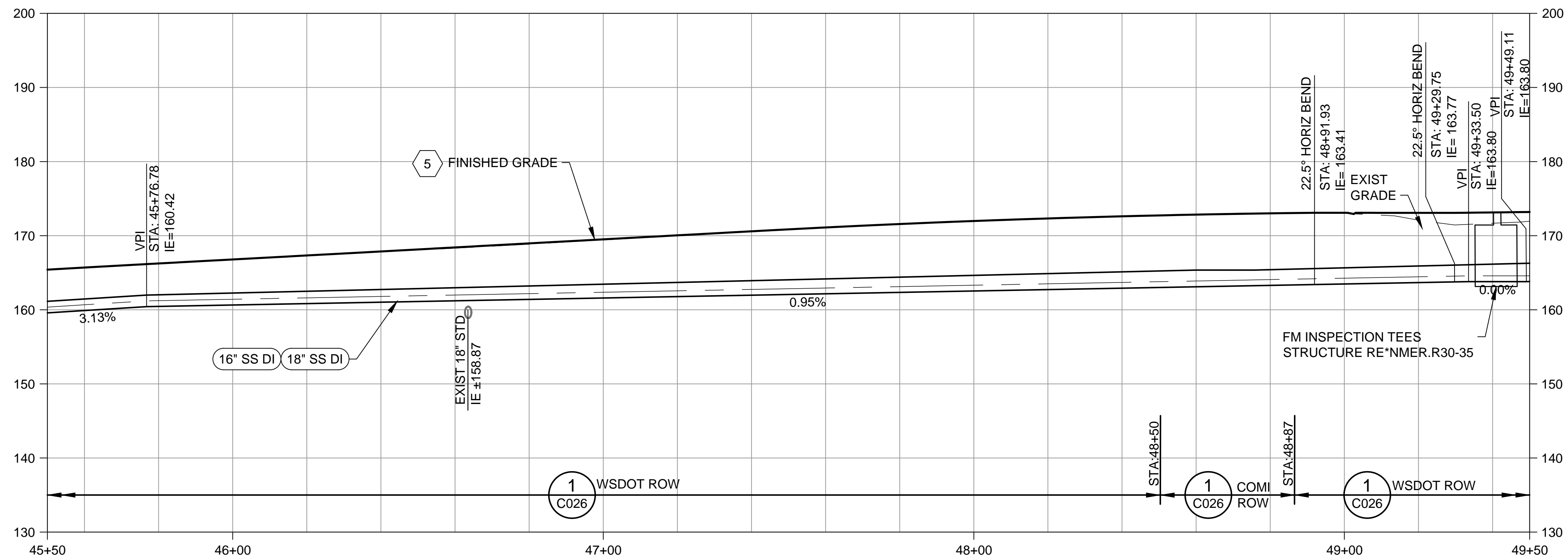




**PLAN**

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SCALE: 1" = 20'



**PROFILE**

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SCALE: HORIZ 1" = 20'  
VERT 1" = 10'

RELOCATED, NEW, OR MODIFIED  
CITY UTILITIES ARE HIGHLIGHTED  
IN RED.

**CALL BEFORE YOU DIG: 811**

REVISIONS SUBMITTED BY: D/Anna / Isaac				
NO	REVISION DESCRIPTION	BY	APVD	DATE



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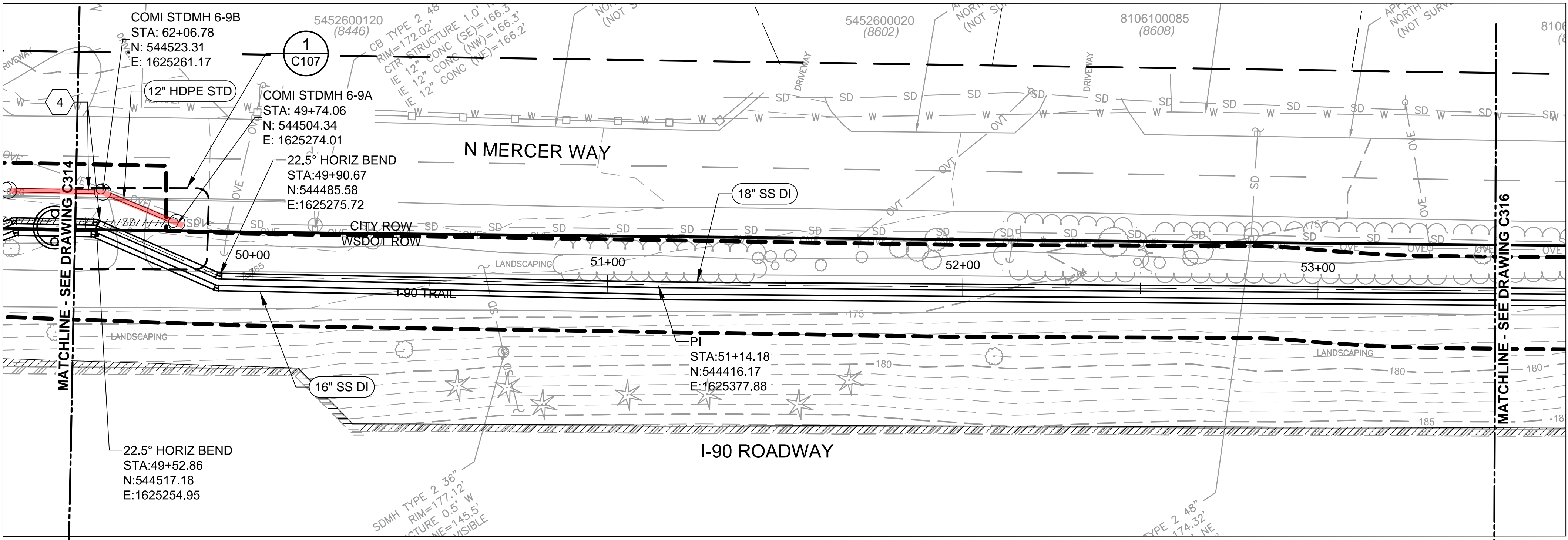
DESIGNED/DRAWN: <b>B. NELSON</b>	SCALE: <b>AS NOTED</b>
PROJECT ENGINEER: <b>B. NELSON</b>	0 REFERENCE 1"
DESIGN APPROVAL: <b>J. PAULSON</b>	FACILITY NUMBER:
PROJECT ACCEPTANCE: <b>M. REDMON</b>	CONTRACT NO:



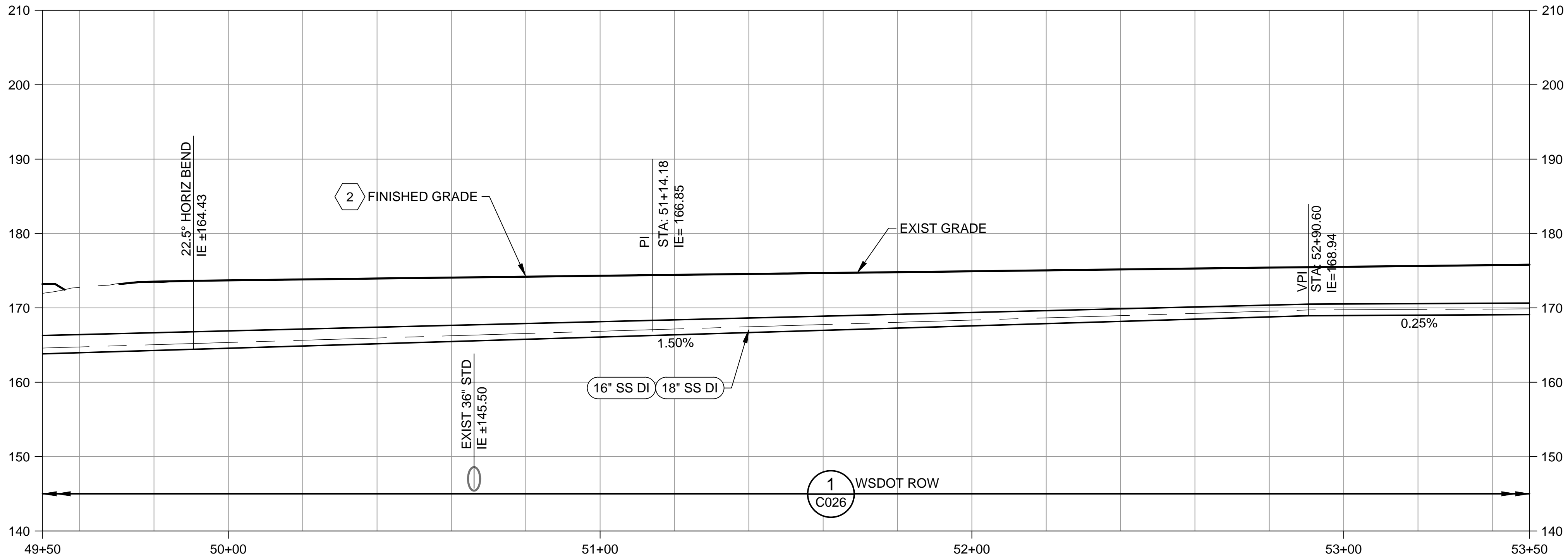
DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**NMPS FORCE MAIN  
PLAN AND PROFILE  
STA 45+50 TO STA 49+50**

DATE: <b>APRIL 2021</b>	
PROJECT FILE NO: <b>TBD</b>	
DRAWING NO: <b>C314</b>	
SHT NO / TOTAL <b>307 / 542</b>	REV NO:

- # KEY NOTES:
- NOT USED.
  - SEE I-90 TRAIL RESTORATION SEGMENT A DRAWINGS, C451 - C457, FOR FINISHED GRADE.
  - NOT USED.
  - REMOVE 60 LF OF 12" CON STORM DRAIN AND PROVIDE 60 LF OF 12" HDPE STORM DRAIN AND TWO TYPE A, 48" STORM DRAIN MAINTENANCE HOLES. SEE DRAWING C703 FOR STORM DRAIN RELOCATION PROFILE.



PLAN  
SCALE: 1" = 20'



PROFILE  
SCALE: HORIZ 1" = 20'  
VERT 1" = 10'

RELOCATED, NEW, OR MODIFIED  
CITY UTILITIES ARE HIGHLIGHTED  
IN RED.

CALL BEFORE YOU DIG: 811



DESIGNED/DRAWN: B. NELSON	SCALE: AS NOTED
PROJECT ENGINEER: B. NELSON	0 REFERENCE 1"
DESIGN APPROVAL: J. PAULSON	FACILITY NUMBER:
PROJECT ACCEPTANCE: M. REDMON	CONTRACT NO:

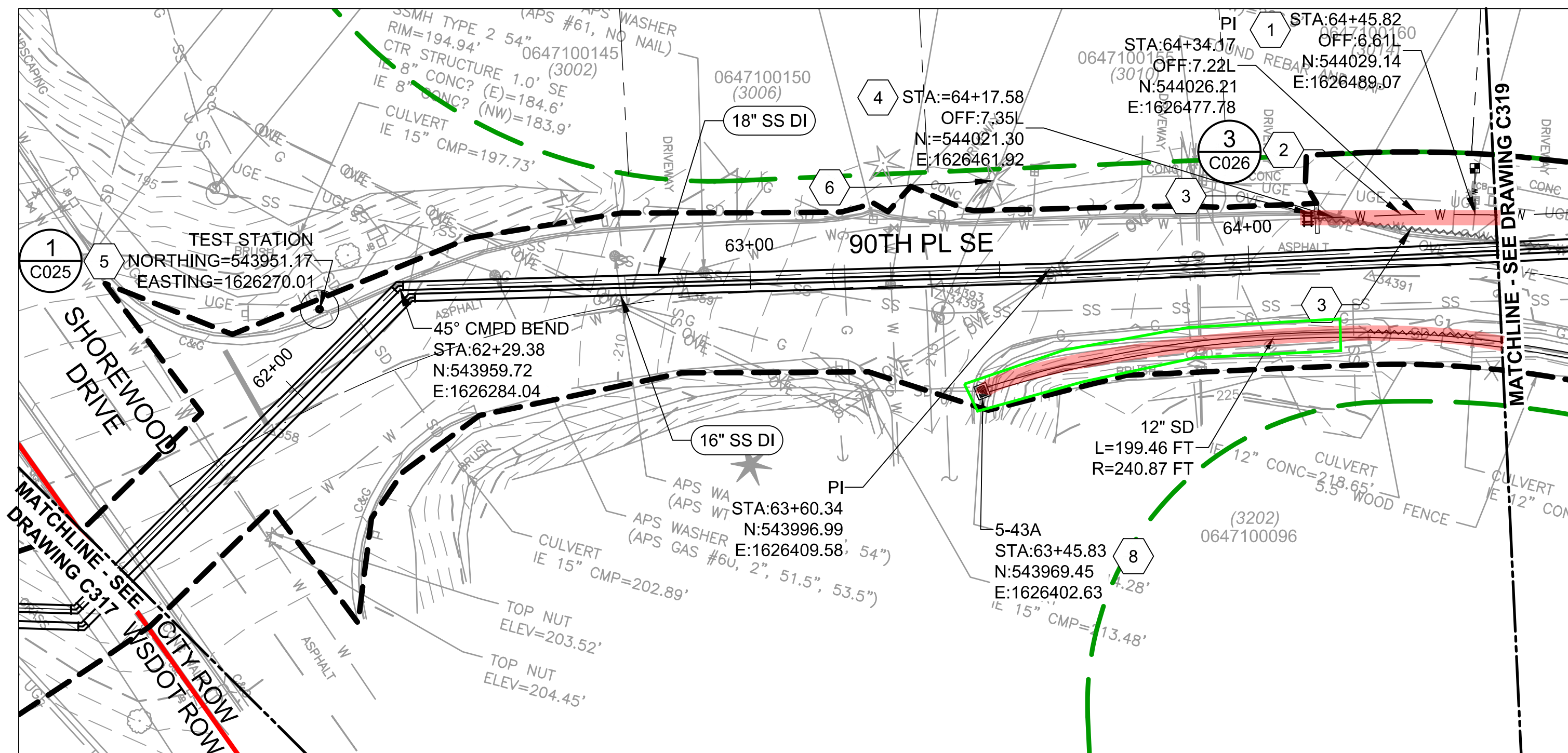


DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**NMPS FORCE MAIN  
PLAN AND PROFILE  
STA 49+50 TO STA 53+50**

DATE: APRIL 2021
PROJECT FILE NO: TBD
DRAWING NO: <b>C315</b>
SHT NO / TOTAL 308 / 542
REV NO:

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PLOT BY: D.Aura, Isaac

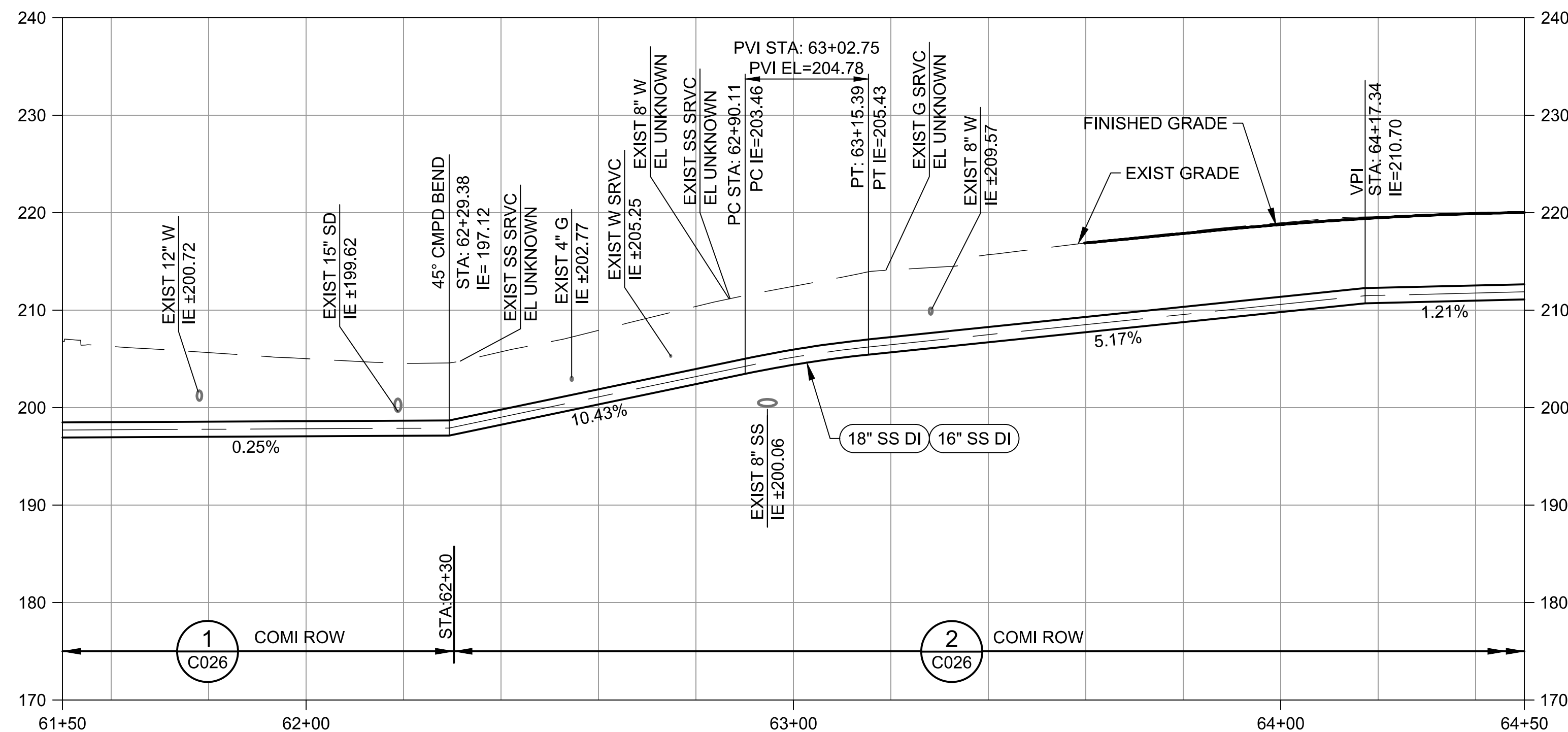




**PLAN**

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SCALE: 1" = 20'



**PROFILE**

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SCALE: HORIZ 1" = 20'  
VERT 1" = 10'

RELOCATED, NEW, OR MODIFIED  
CITY UTILITIES ARE HIGHLIGHTED  
IN RED.

SD PIPES AND CATCH BASINS  
BOXED IN GREEN HAVE BEEN  
ADDED PER CITY REQUEST AT  
THEIR EXPENSE.



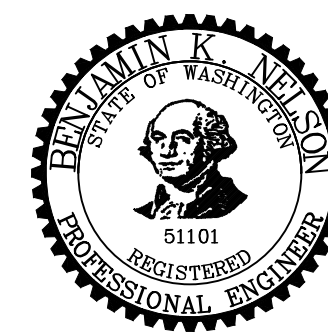
FILED OCT 12 2016				
NO	REVISION DESCRIPTION	BY	APVD	DATE




# CONVEYANCE PERMIT SET

MARCH 2020

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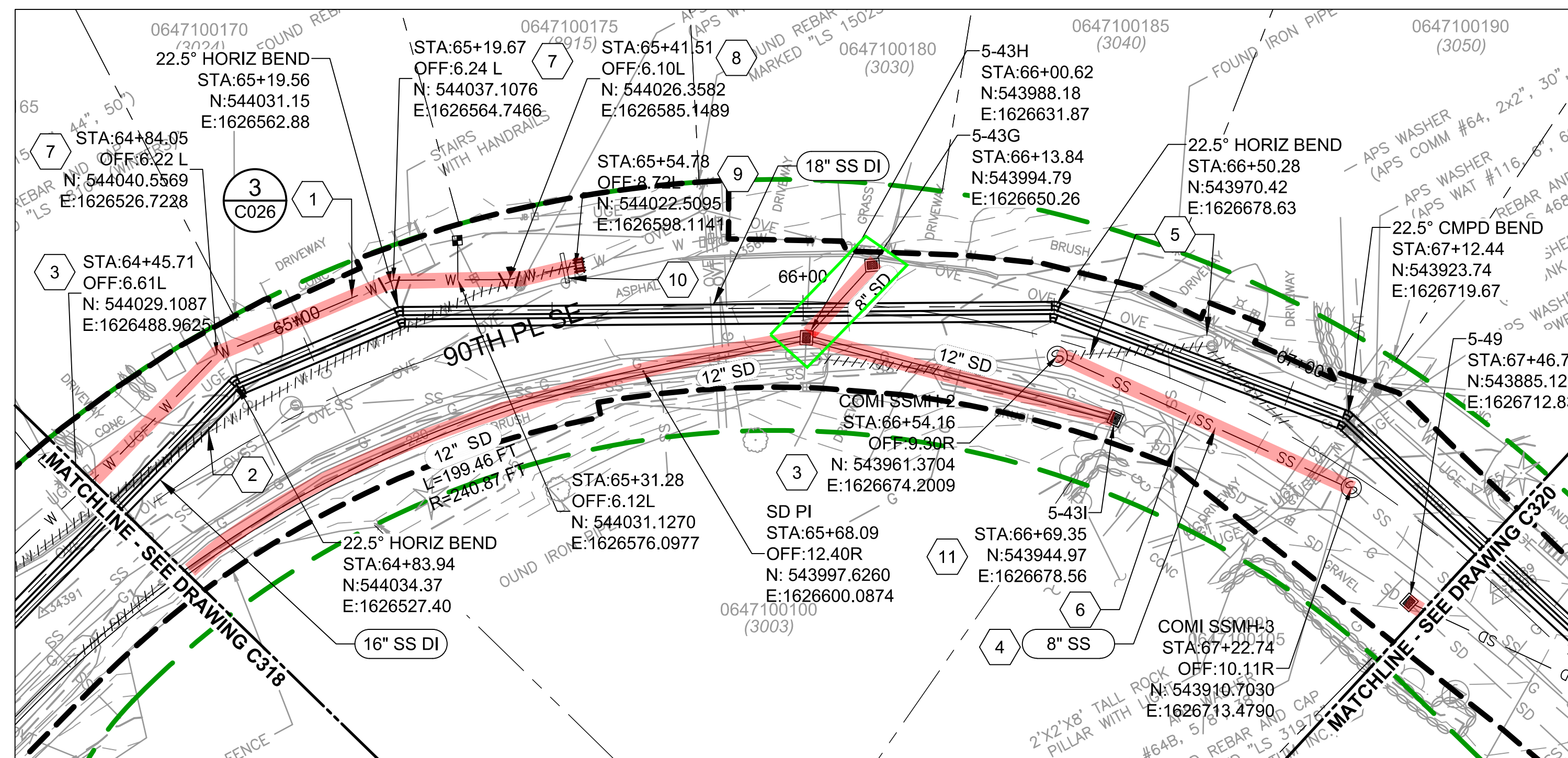
DESIGNED/DRAWN: <b>B. NELSON</b>	SCALE: <b>AS NOTED</b>
PROJECT ENGINEER: <b>J. CHAE</b>	0 REFERENCE 1" 
DESIGN APPROVAL: <b>R. BROWNE</b>	FACILITY NUMBER:
PROJECT ACCEPTANCE: <b>C. SCHAUMBERG</b>	CONTRACT NO: <b>C01340C20</b>



DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**NMPS FORCE MAIN  
PLAN AND PROFILE  
STA 61+50 TO STA 64+50**

DATE:	
PROJECT FILE NO: <b>TBD</b>	
DRAWING NO: <b>C318</b>	
SHT NO / TOTAL /	REV NO:

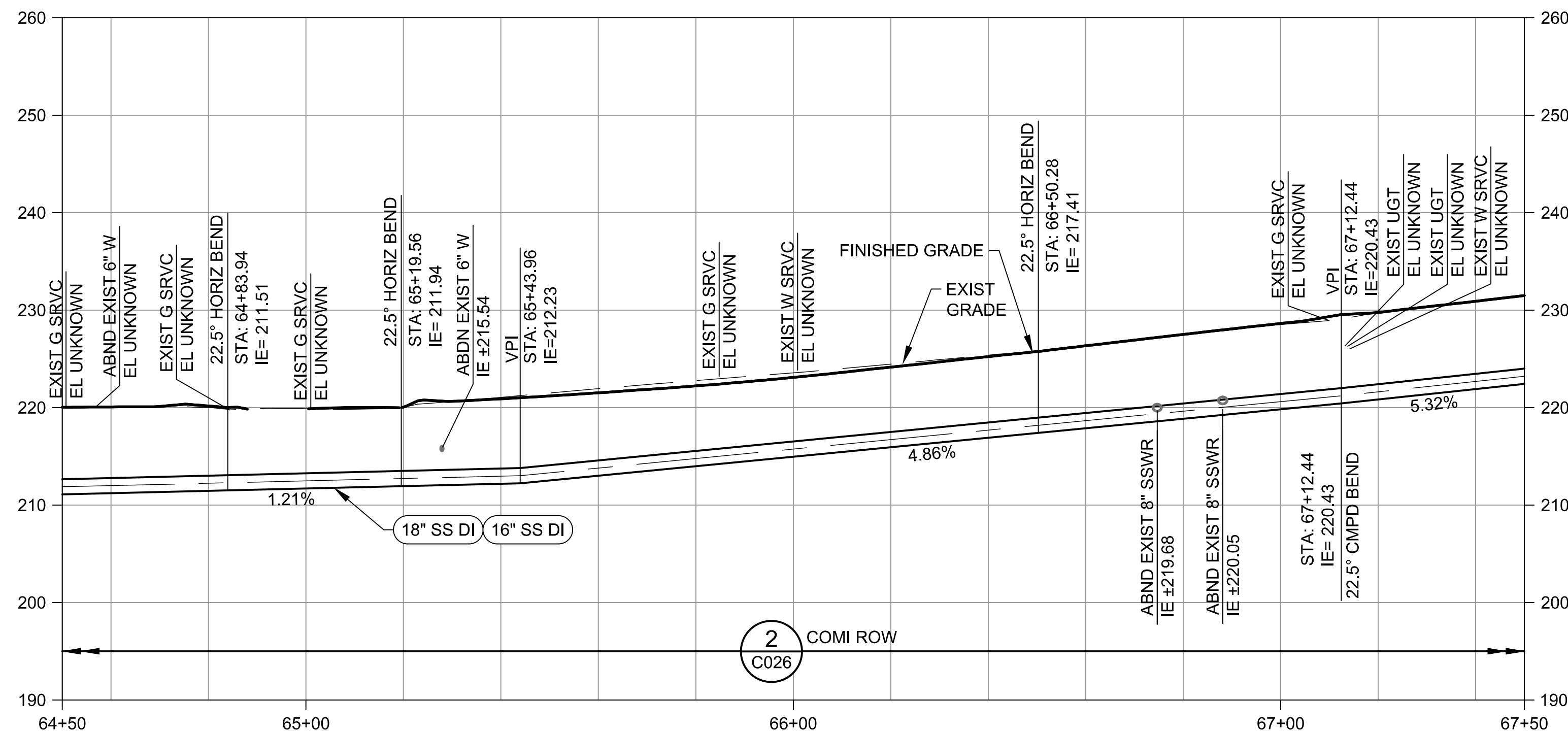




**PLAN**

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SCALE: 1" = 20'



**PROFILE**

---

SCALE: HORIZ 1" = 20'  
VERT 1" = 10'

NOTES:

1. FOR CLARITY, NOT ALL OVERHEAD AND UNDERGROUND UTILITIES ARE SHOWN . SEE G200 SERIES FOR OVERHEAD AND UNDERGROUND UTILITY LOCATIONS.
2. SEE C200 SERIES FOR DEFINITION OF WORK LIMITS.
3. SEE C707 FOR STORM DRAIANGE PROFILE INFORMATION.

## # KEY NOTES:

1. PROVIDE 150 LF OF FULLY RESTRAINED 6" DI CL 52 WATER MAIN IN ACCORDANCE WITH CITY OF MERCER ISLAND STANDARD DETAILS AND SPECIFICATIONS. SEE DRAWING C702 FOR WATER RELOCATION PROFILE.
2. REMOVE 145 LF OF 6" CI WATER MAIN.
3. REMOVE AND INSTALL NEW 1 " WATER METER PER CITY OF MERCER ISLAND STANDARD DETAIL W-13.
4. PROVIDE 50 LF OF NEW 8" PVC ASTM D3034, SDR35 SS PIPE ALONG WITH TWO NEW 48" TYPE 1 SSMHs (COMI STD DET S-5). SEE DRAWING C701 FOR SEWER RELOCATION PROFILE.
5. REMOVE 67 LF OF EXISTING 8" CONCRETE SS AND REMOVE ONE 54" TYPE 1 SSMH.
6. PROVIDE NEW SIDE SEWER PIPE AS NEEDED TO CONNECT TO EXISTING SIDE SEWER WITH COUPLER PER SPECIFICATIONS. RECONNECT SIDE SEWER AS CLOSE TO SEWER MAIN AS POSSIBLE. NEW PORTION OF SIDE SEWER SHALL BE PER CITY OF MERCER ISLAND SEWER STANDARD DETAIL S-17. MATCH NEW SIDE SEWER MATERIAL TO EXISTING SIDE SEWER.
7. 6" 22.5° DI BEND (MJ x MJ) FULLY RESTRAINED.
8. 6" 11.25° DI BEND (MJ x MJ) FULL RESTRAINED.
9. CUT AND REMOVE EXISTING WATER MAIN AS NEEDED. CONNECT TO EXISTING WATER MAIN WITH COUPLER. FIELD VERIFY EXISTING PIPE MATERIAL AND ELEV IN ADVANCE OF CONSTRUCTION.
10. IN-LINE PIPE ANCHOR PER CITY OF MERCER ISLAND STANDARD DETAIL W-6B.
11. CUT AND REMOVE EXISTING 12" AND 8" CULVERTS AS NECESSARY TO CONNECT CB TO EXISTING PIPES.
12. REPLACE EXISTING CB STRUCTURE WITH TYPE 1 CB.

RELOCATED, NEW, OR MODIFIED  
CITY UTILITIES ARE HIGHLIGHTED  
IN RED.

SD PIPES AND CATCH BASINS  
BOXED IN GREEN HAVE BEEN  
ADDED PER CITY REQUEST AT  
THEIR EXPENSE.



NO	REVISION DESCRIPTION	BY	APVD	DATE




# CONVEYANCE PERMIT SET

MARCH 2020

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DESIGNED/DRAWN: <b>B. NELSON</b>	SCALE: <b>AS NOTED</b>
PROJECT ENGINEER: <b>J. CHAE</b>	0 REFERENCE 1" 
DESIGN APPROVAL: <b>R. BROWNE</b>	FACILITY NUMBER:
PROJECT ACCEPTANCE: <b>C. SCHAUMBERG</b>	CONTRACT NO: <b>C01340C20</b>

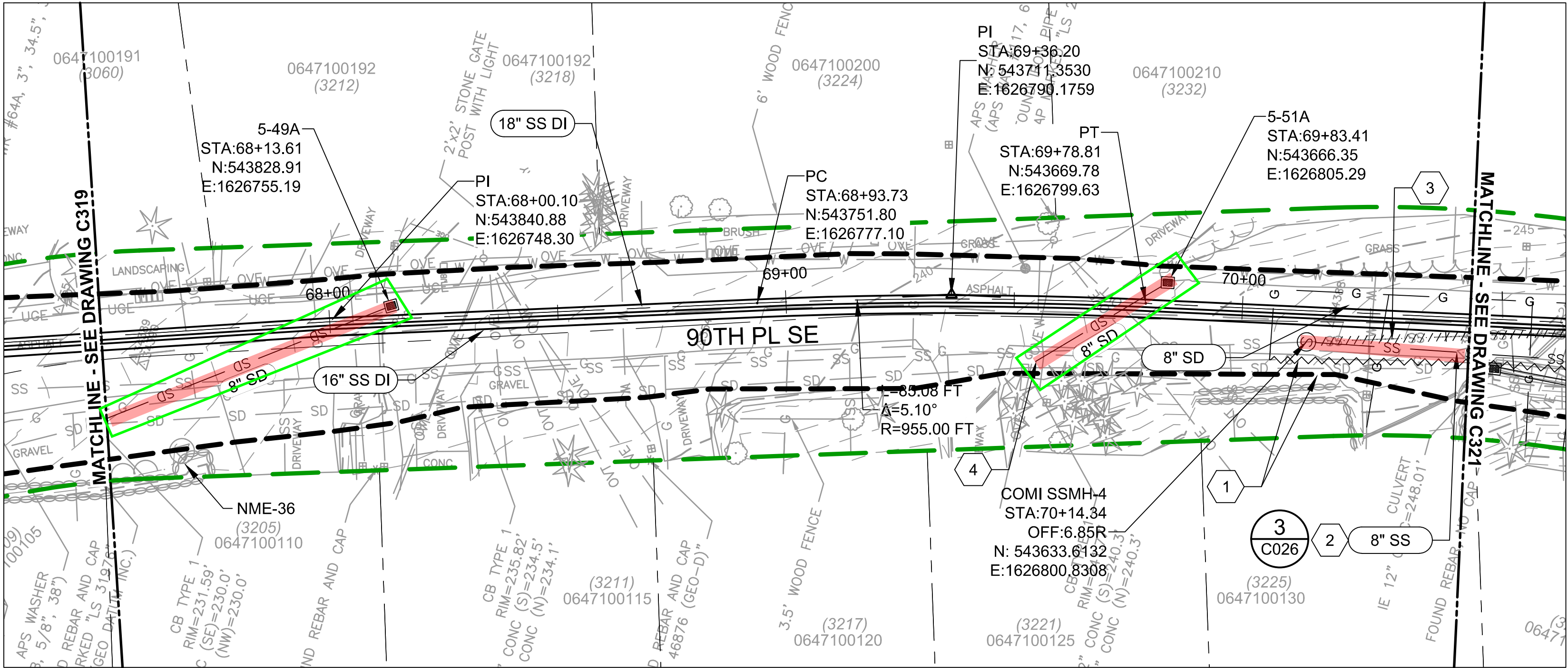


DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS

**NMPS FORCE MAIN  
PLAN AND PROFILE  
STA 64+50 TO STA 67+50**

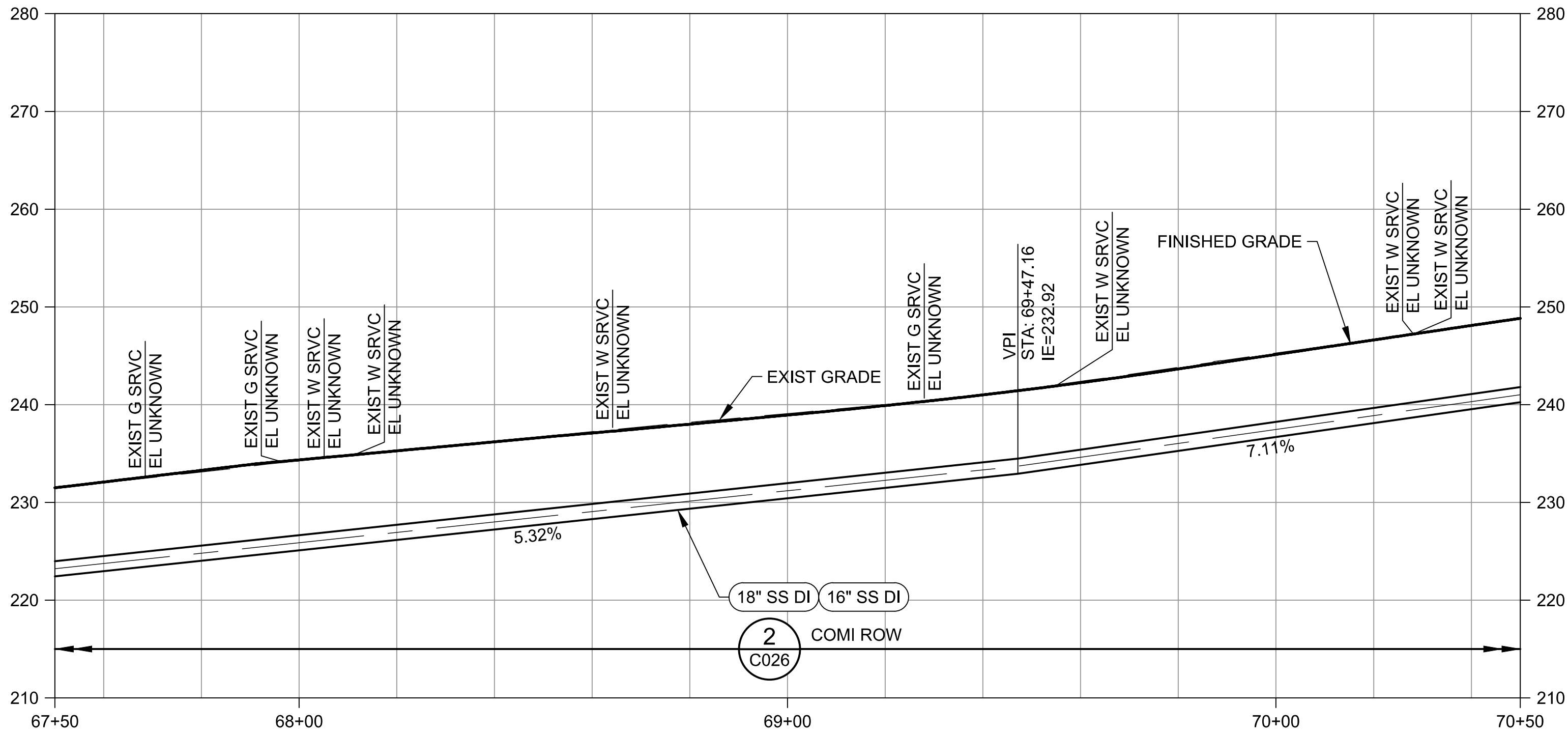
DATE:		
PROJECT FILE NO: TBD		
DRAWING NO: <b>C319</b>		
SHT NO	/ TOTAL	REV NO:
	/	





PLAN

SCALE: 1" = 20'



PROFILE

SCALE: HORIZ 1" = 20'  
VERT 1" = 10'

NOTES:

- FOR CLARITY, NOT ALL OVERHEAD AND UNDERGROUND UTILITIES ARE SHOWN. SEE G200 SERIES FOR OVERHEAD AND UNDERGROUND UTILITY LOCATIONS.
- SEE C200 SERIES FOR DEFINITION OF WORK LIMITS.
- SEE C707 FOR STORM DRAIANGE PROFILE INFORMATION.

KEY NOTES:

- GAS LINE TO BE ABANDONED BY PSE IN ADVANCE OF CONSTRUCTION. REMOVE ABANDONED PIPE AS NEEDED TO COMPLETE WORK. AFTER REMOVING PIPE, CAP ENDS OF ADJACENT PIPE TO REMAIN IN THE GROUND. CONFIRM LINE HAS BEEN DEACTIVATED BEFORE BEGINNING WORK.
- PROVIDE 124 LF OF NEW 8" PVC ASTM D3034, SDR35 SS PIPE ALONG WITH A NEW 48" TYPE 1 SSMH. SEE DRAWING C701 FOR SEWER RELOCATION PROFILE.
- REMOVE 175 LF OF EXISTING 8" CONCRETE SS AND REMOVE TWO 54" TYPE 1 SSMHs.
- CONNECT 8" SD TO EXISTING TYPE 1 CB.

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.

SD PIPES AND CATCH BASINS BOXED IN GREEN HAVE BEEN ADDED PER CITY REQUEST AT THEIR EXPENSE.



DCN:

DATE:

PROJECT FILE NO:  
TBD

DRAWING NO:  
**C320**

SHT NO / TOTAL  
/

REV NO:



CONVEYANCE PERMIT SET

MARCH 2020

AB 5882

Exhibit 2 | Page 27



DESIGNED/DRAWN: B. NELSON	SCALE: AS NOTED
PROJECT ENGINEER: J. CHAE	0 REFERENCE 1"
DESIGN APPROVAL: R. BROWNE	FACILITY NUMBER:
PROJECT ACCEPTANCE: C. SCHAUMBERG	CONTRACT NO: C01340C20



DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**NMPS FORCE MAIN  
PLAN AND PROFILE  
STA 67+50 TO STA 70+50**



EXHIBIT B

NOTES:

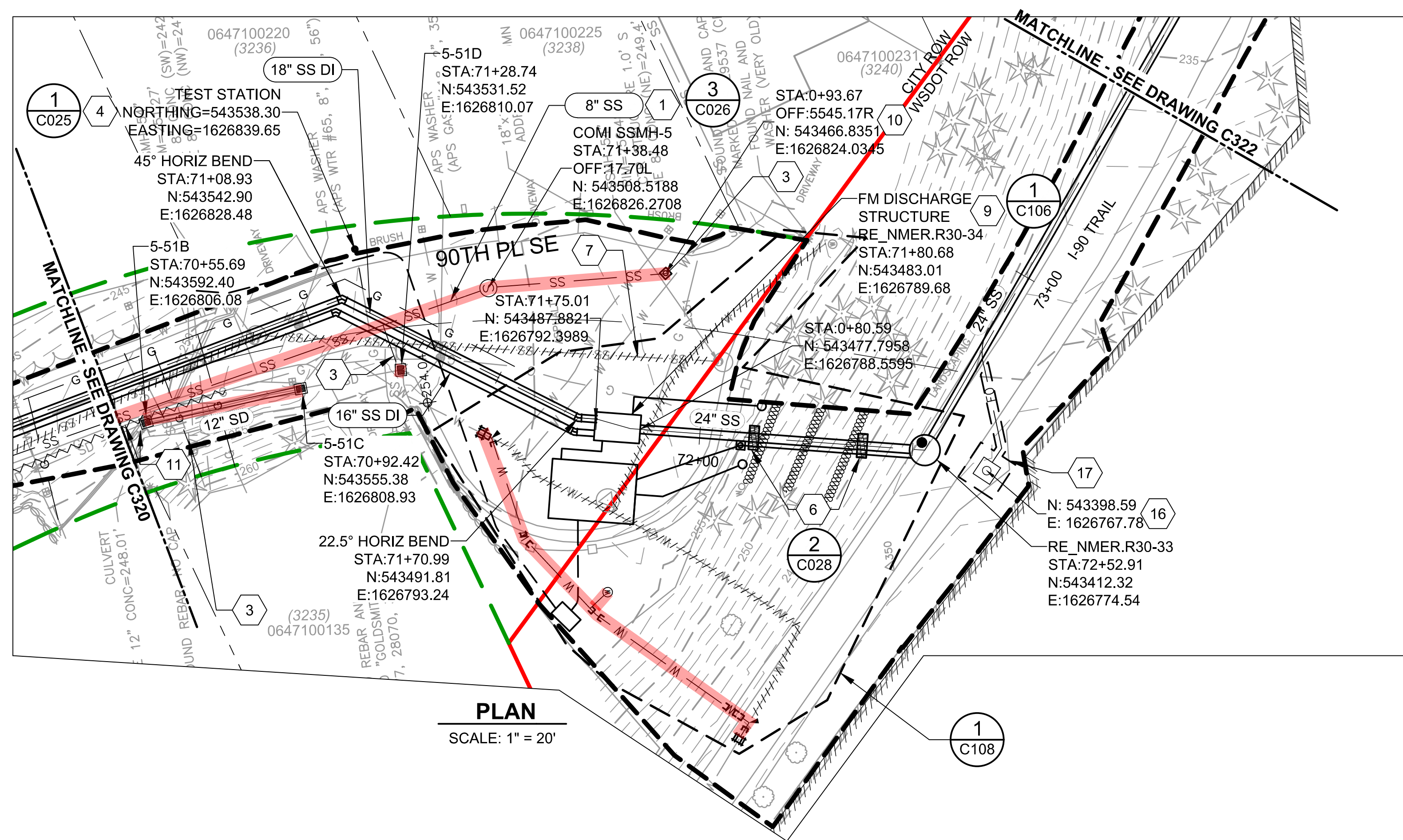
- OVERHEAD UTILITIES NOT SHOWN FOR CLARITY. SEE C100 SERIES FOR OVERHEAD UTILITY LOCATIONS.
- SEE C200 SERIES FOR DEFINITION OF WORK LIMITS.
- SEE C707 FOR STORM DRAIANGE PROFILE INFORMATION.

# KEY NOTES:

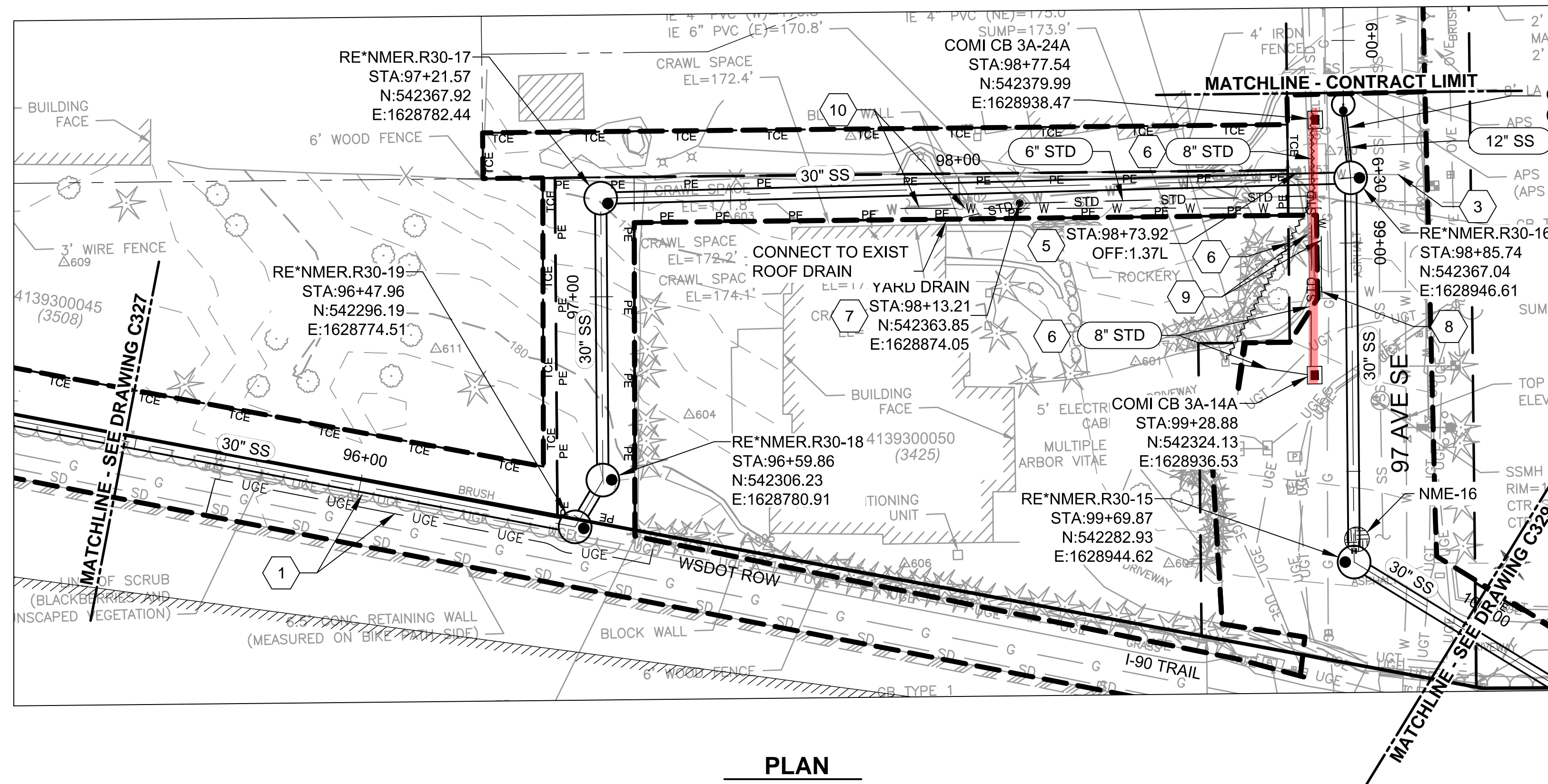
- PROVIDE 124 LF OF NEW 8" PVC ASTM D3034, SDR35 SS PIPE ALONG WITH A NEW 48" TYPE 1 SSMH. SEE DRAWING C701 FOR SEWER RELOCATION PROFILE.
- NOT USED.
- PROVIDE NEW SIDE SEWER PIPE AS NEEDED TO CONNECT TO EXISTING SIDE SEWER WITH COUPLER PER SPECIFICATIONS. CONTRACTOR TO FIELD VERIFY SIDE SEWER LOCATION AND RECONNECT SIDE SEWER AS CLOSE TO SEWER MAIN AS POSSIBLE. NEW PORTION OF SIDE SEWER SHALL BE PER CITY OF MERCER ISLAND SEWER STANDARD DETAIL S-17. MATCH NEW SIDE SEWER MATERIAL TO EXISTING SIDE SEWER.
- NOT USED.
- 4" SANITARY DRAIN PIPE AT APPROX 12% SLOPE.
- BENTONITE TRENCHSTOPS PLACED BEHIND THE SOCKET OF EACH PVC PIPE SEGMENT ALONG THE EMBANKMENT.
- ABANDON 178 LF OF EXISTING 8" CONCRETE SS AND TWO 54" TYPE 1 SSMHs AND REMOVE AS NECESSARY.
- 16-INCH AND 18-INCH TO BE EPOXY LINED FOR EXTENTS SHOWN ON THE PROFILE ROUNDED UP TO THE NEAREST FULL PIPE LENGTH. EPOXY LINED DI PIPE SHALL EXTEND TO AT LEAST THE EXTENTS SHOWN IN THE PROFILE. EPOXY LINED DI PIPE SHALL BE PROVIDED IN FULL LENGTH PIPE STICKS ONLY AND SHALL NOT BE FIELD CUT.
- STATION, COORDINATES, AND RIM SHOWN REPRESENT THE CENTER OF THE FORCE MAIN DISCHARGE STRUCTURE.
- PROVIDE SIDE SEWER CLEAN OUT PER CITY OF MERCER ISLAND SEWER DETAIL S-19.
- GAS LINE TO BE ABANDONED BY PSE IN ADVANCE OF CONSTRUCTION. REMOVE ABANDONED PIPE AS NEEDED TO COMPLETE WORK. AFTER REMOVING PIPE, CAP ENDS OF ADJACENT PIPE TO REMAIN IN THE GROUND. CONFIRM LINE HAS BEEN DEACTIVATED BEFORE BEGINNING WORK.
- NOT USED.
- NOT USED.
- NOT USED.
- NOT USED.
- FIBER OPTIC VAULT, SEE DETAIL 1/C040.
- FIBER OPTIC IMPROVEMENT AREA, SEE SPECIFICATIONS FOR MEASUREMENT AND PAYMENT REQUIREMENTS.

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.

SD PIPES AND CATCH BASINS BOXED IN GREEN HAVE BEEN ADDED PER CITY REQUEST AT THEIR EXPENSE.



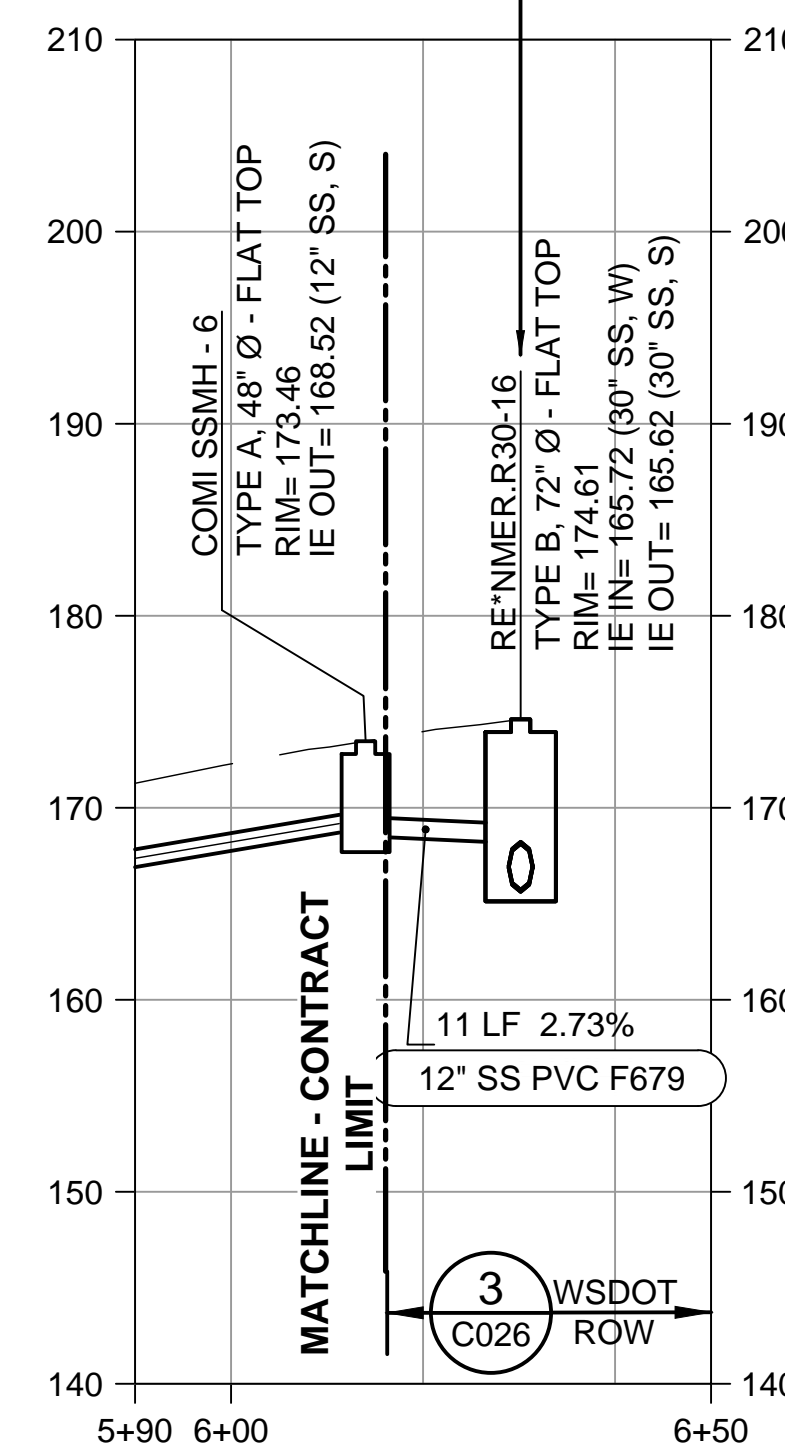
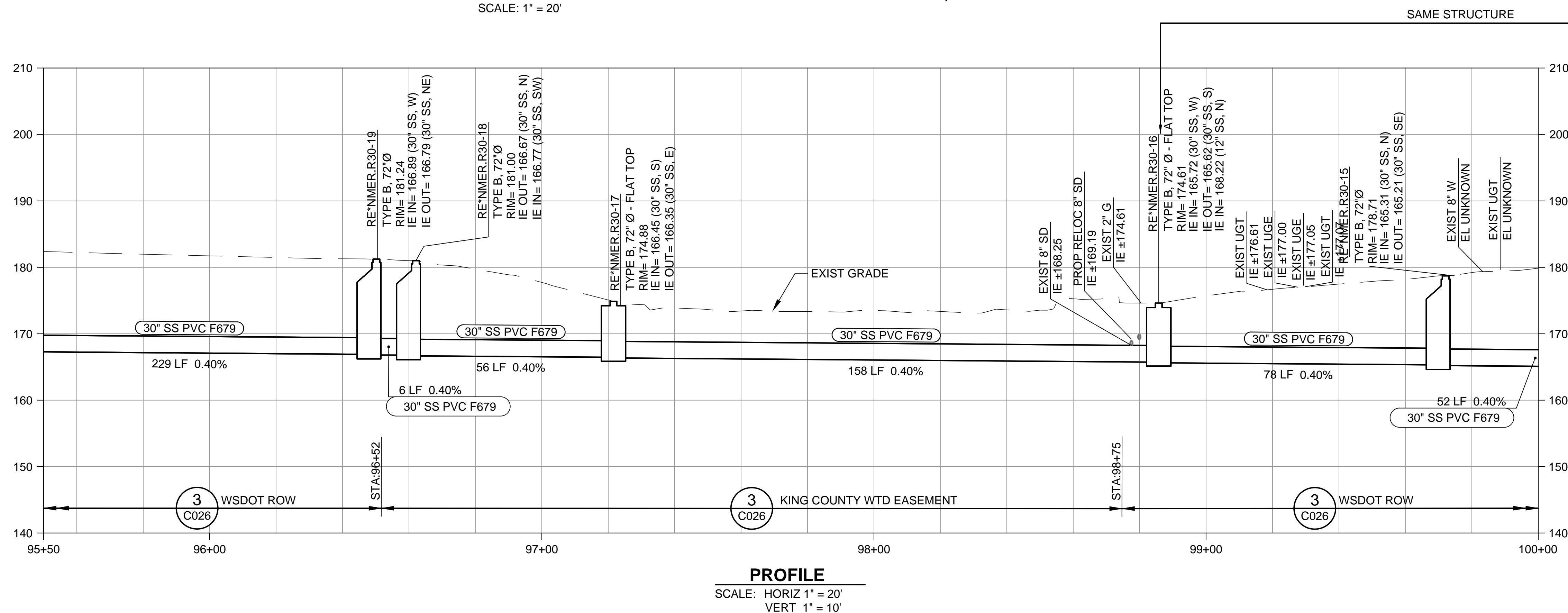




- ## # KEY NOTES:

1. 108 LF OF UGE TO BE REMOVED FROM EXISTING ALIGNMENT AND HUNG ON THE INNER FACE OF THE RETAINING WALL, SUPPORTED BY EMBEDDED ANCHORS. COORDINATE WITH WSDOT FOR PROTECTIVE MEASURES REQUIRED DURING TEMPORARY RELOCATION. FOLLOWING CONSTRUCTION, REINSTATE THE 108 LF OF UGE AS SHOWN ON THE PLANS. PROVIDE 2 FT MINIMUM OF SEPARATION FROM ADJACENT UTILITIES. UPON REMOVAL FROM THE RETAINING WALL, VOID LEFT BY REMOVING ANCHORS SHALL BE COATED WITH EPOXY BONDING AGENT AND FILLED WITH MORTAR.
  2. COMI SSMH-6 TO BE INSTALLED BY OTHERS. CONNECTION OF THE GRAVITY PIPE TO THE COMI SSMH-6 WILL BE MADE BY CONTRACTOR. FOLLOWING CONNECTION TO THE COMI SSMH-6, CONTRACTOR TO COMPLETE THE INTERNAL BENCHING.
  3. TEMPORARILY RELOCATE THE WATER SERVICE AS NEEDED FOR CONSTRUCTION AND REINSTALL IN EXISTING LOCATION AFTER WORK IS COMPLETED.
  4. NOT USED.
  5. WATER METER HAS BEEN CONVERTED TO A JUNCTION BOX FOR THE CURRENT WATER SERVICE AND CAN BE REMOVED OR PROTECTED AS PART OF THE WATER SUPPLY LINE RELOCATION.
  6. ABANDON 40 LF OF 4" PVC AND REMOVE 19 LF OF 8" CMP STORM DRAIN AND PROVIDE 71 LF OF 8" PVC STORM DRAIN AND TWO TYPE 1 CATCH BASINS. SEE DRAWING C703 FOR STORM DRAIN RELOCATION PROFILE.
  7. REPLACE EXISTING CB WITH YARD DRAIN ACCORDING TO DETAIL 1/C023. MATCH EXISTING CATCH BASIN RIM AND INVERT ELEVATIONS.
  8. SUPPORT AND PROTECT WATER METER FOR 3425 97TH AVE SE IN PLACE DURING CONSTRUCTION.
  9. SUPPORT OR RELOCATE WATER SUPPLY LINE AS NEEDED.
  10. REMOVE AND REPLACE EXISTING WATER SUPPLY LINE AS NEEDED TO COMPLETE CONSTRUCTION. DO NOT DISRUPT WATER SERVICE.
- RELOCATED, NEW, OR MODIFIED  
CITY UTILITIES ARE HIGHLIGHTED  
IN RED.

RELOCATED, NEW, OR MODIFIED  
CITY UTILITIES ARE HIGHLIGHTED  
IN RED.

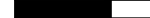


**CALL BEFORE YOU DIG: 811**

[illegible]

AB 5882 | Exhibit 2 | Page 29



DESIGNED/DRAWN: <b>B. NELSON</b>	SCALE: <b>AS NOTED</b>
PROJECT ENGINEER: <b>B. NELSON</b>	0 REFERENCE 1" 
DESIGN APPROVAL: <b>J. PAULSON</b>	FACILITY NUMBER:
PROJECT ACCEPTANCE: <b>M. REDMON</b>	CONTRACT NO.:



DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**NORTH MERCER INTERCEPTOR  
PLAN AND PROFILE  
STA 95+50 TO STA 100+00**

DATE: <b>APRIL 2021</b>	
PROJECT FILE NO: <b>TBD</b>	
DRAWING NO: <b>C328</b>	
SHT NO / TOTAL <b>321 / 542</b>	REV NO:

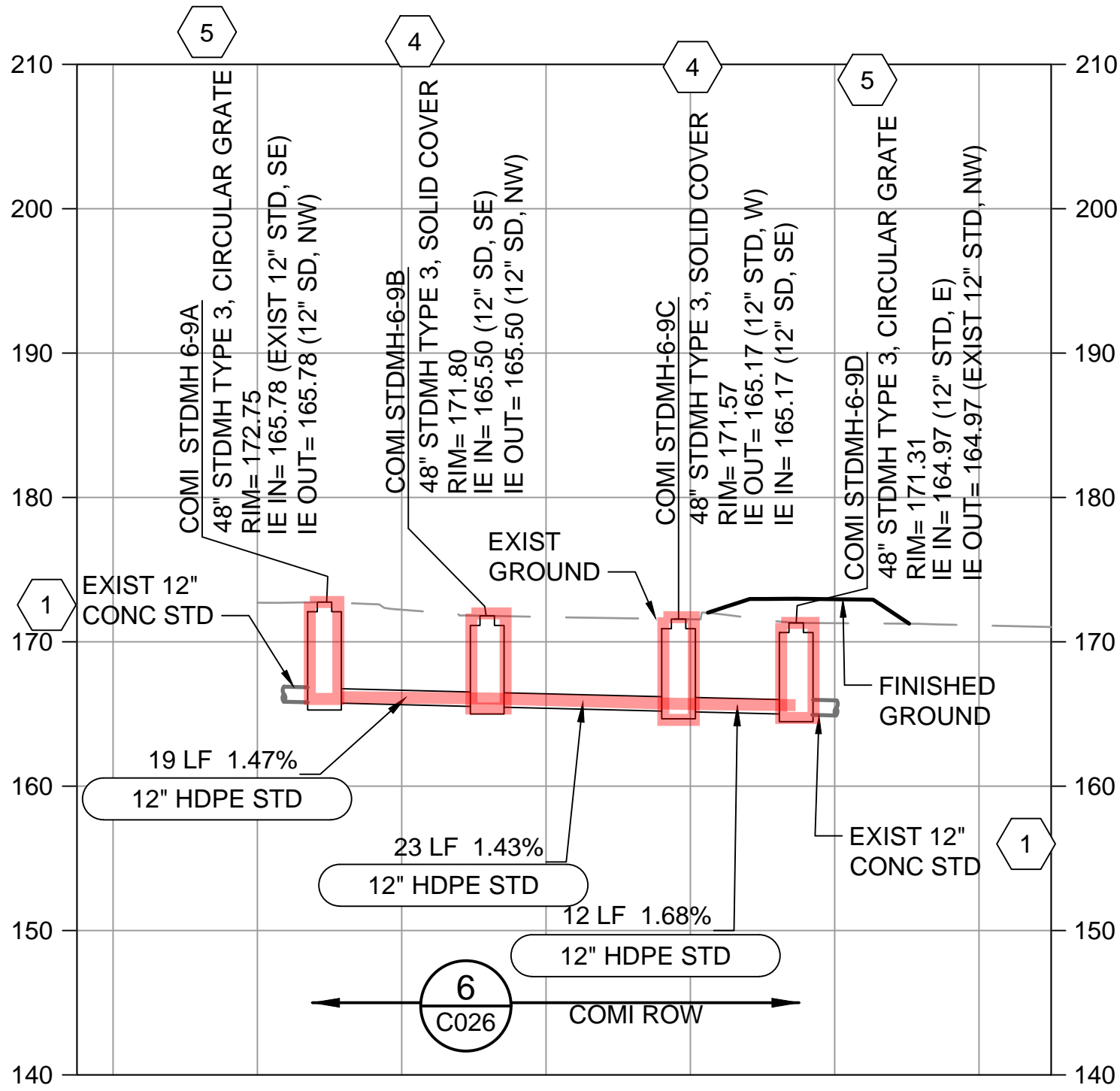


NOTES:

1. SEE 6/C026 FOR TRENCH SECTION.

# KEY NOTES:

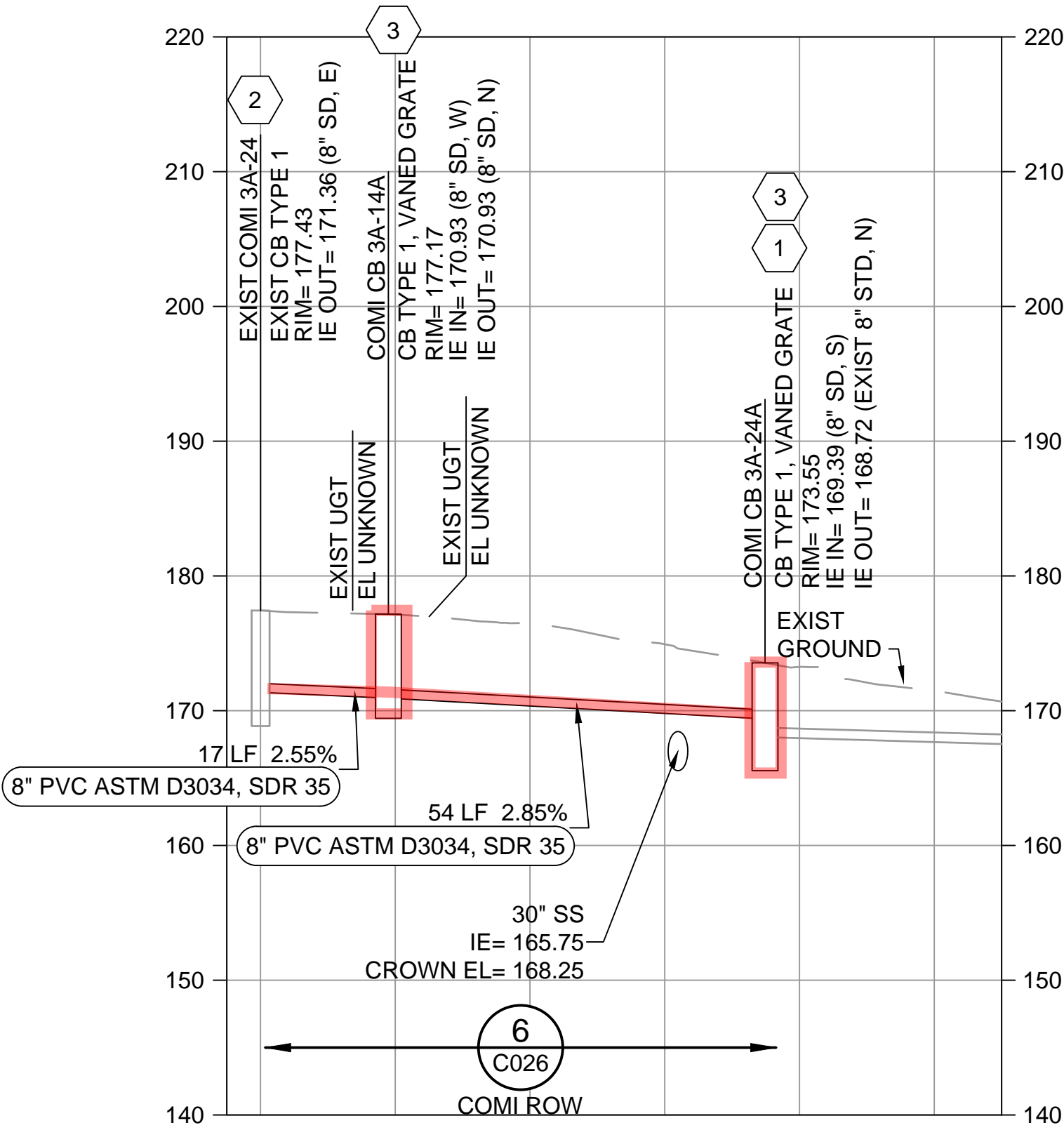
1. CUT AND REMOVE EXIST STD PIPE AS NEEDED. FIELD VERIFY EXIST PIPE MATERIAL, DIAMETER, AND ELEV IN ADVANCE OF CONSTRUCTION.
2. CONNECT TO EXIST CB.
3. PROVIDE CB TYPE 1 PER WSDOT STANDARD DETAIL B-5.20-02 WITH VANED GRATE PER WSDOT STANDARD DETAIL B-30.15-00.
4. PROVIDE TYPE 3 STORM DRAIN MAINTENANCE HOLE PER WSDOT STANDARD PLAN B-15.60-02 WITH CIRCULAR COVER PER WSDOT STANDARD PLAN B-30.70-04.
5. PROVIDE TYPE 3 STORM DRAIN MAINTENANCE HOLE PER WSDOT STANDARD PLAN B-15.60-02 WITH CIRCULAR GRATE PER WSDOT STANDARD PLAN B-30.80-01.



- NOTE:
1. SEE DWG C314 AND C315 FOR PLAN VIEW

**N MERCER WAY STD RELOCATION  
PROFILE (STA 48+00 TO STA 49+00)**

SCALE: HORIZ 1" = 20'  
VERT 1" = 10'



- NOTE:
1. SEE DWG C328 FOR PLAN VIEW

**97TH AVE SE STD RELOCATION  
PROFILE (STA 98+00 TO STA 99+00)**

SCALE: HORIZ 1" = 20'  
VERT 1" = 10'

RELOCATED, NEW, OR MODIFIED  
CITY UTILITIES ARE HIGHLIGHTED  
IN RED.

CALL BEFORE YOU DIG: 811

NO	REVISION DESCRIPTION	BY	APVD	DATE



DESIGNED/DRAWN: I. D'AURIA	SCALE: AS NOTED
PROJECT ENGINEER: B. NELSON	0' REFERENCE 1'
DESIGN APPROVAL: J. PAULSON	FACILITY NUMBER:
PROJECT ACCEPTANCE: M. REDMON	CONTRACT NO:



DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**N MERCER WAY STORM DRAIN  
PROFILES**

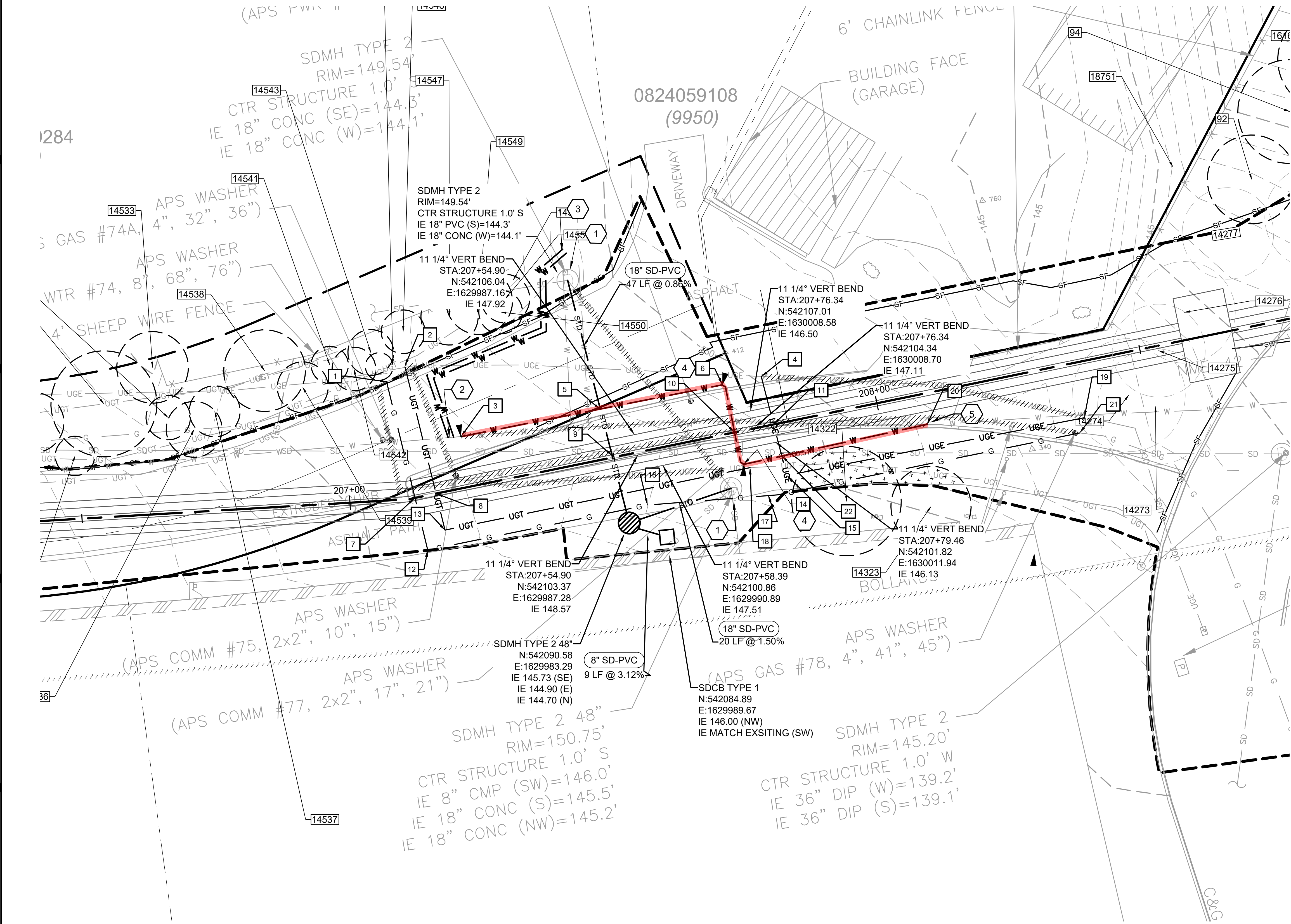
DATE: APRIL 2021
PROJECT FILE NO: TBD
DRAWING NO: <b>C703</b>
SHT NO / TOTAL 439 / 542
REV NO:



- NOTES:
1. YY ARE WORKING POINTS FOR UTILITIES. SEE SHEET C706 FOR COORDIANTES OF RELOCATED UTILITIES.
  2. SEE DRAWING C331 FOR PROPOSED SIPHON PLAN AND PROFILE, WORK LIMITS AND OTHER REQUIREMENTS.
  3. THIS DRAWING AND C706 SHOW: EXISTING CONDITIONS; UTILITIES TO REMAIN; PROPOSED SIPHON SEWERS; AND PROPOSED RELOCATIONS OF TELECOM, POWER, GAS, WATER, AND STORM.
  4. TELECOM, POWER , AND GAS TO BE RELOCATED BY RESPECTIVE UTILITIES PRIOR TO CONTRACT C01340C20 CONSTRUCTION. LOCATIONS SHOWN ARE PROPOSED DESIGN. CONTRACTOR SHALL VERIFY INSTALLED LOCATIONS PRIOR TO CONSTRUCTION.
  5. WATER MAIN AND STORM DRAINAGE MODIFICATIONS ARE PART OF CONTRACT C01340C20.
  6. ALL INDIVIDUAL SERVICE LINES ARE TO REMAIN OPERATIONAL AT ALL TIMES. TEMPORARY SERVICE LINES SHALL BE ASSUMED NECESSARY FOR THE WATER MAIN RELOCATIONS.
  7. WATER MAIN TO BE REMOVED TO THE LIMITS OF WATER MAIN RELOCATION (WORK POINTS 3 AND 20) DURING SEWER CONSTRUCTION AND RELOCATED AS SHOWN IN THE PLANS AS SOON AS POSSIBLE THERE AFTER.

- # KEY NOTES:
1. REMOVE EXISTING STORM DRAIN BEING RELOCATED. PROVIDE PROPOSED STORM DRAIN AT SAME INVERT ELEVATION. RECONSTRUCT CATCH BASIN WALL.
  2. CUT AND CAP EXISTING WATER MAIN JUST WEST OF WORK POINT 3 DURING INSTALLATION OF SANITARY SEWER SIPHON PIPES.
  3. PROVIDE TWO TEMPORARY WATER SERVICES TO EXISTING METERS AS SHOWN. TEMPORARY SERVICES SHALL BE INSTALLED AND IN SERVICE PRIOR TO REMOVING THE EXISTING WATER MAIN BETWEEN WORK POINTS 3 AND 20. REINSTATE PERMANENT WATER SERVICES IN THEIR EXISTING LOCATION AS PART OF WATER MAIN RELOCATION WORK AFTER SANITARY SEWER SIPHON PIPES ARE INSTALLED.
  4. 8" 45° DI CMPD BEND AND 8" 22.5° DI CMPD BEND. HORIZONTAL THRUST BLOCK PER CITY OF MERCER ISLAND STANDARD WATER DETAIL W-5B.
  5. CUT AND CAP EXISTING WATER MAIN JUST EAST OF WORK POINT 20 DURING INSTALLATION OF SANITARY SEWER SIPHON PIPES. REPLACE WATER MAIN TO WORK POINT 3 AS SHOWN.

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.



CALL BEFORE YOU DIG: 811

NO	REVISION DESCRIPTION	BY	APVD	DATE



DESIGNED/DRAWN: G. SARRIA	SCALE: AS NOTED
PROJECT ENGINEER: G. SARRIA	REFERENCE 0" 1"
DESIGN APPROVAL: J. PAULSON	FACILITY NUMBER:
PROJECT ACCEPTANCE: M. REDMON	CONTRACT NO:



DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**UTILITY RELOCATION**  
**STA 207+00 TO STA 209+00**  
**SHEET 1 OF 2**

DATE: <b>APRIL 2021</b>
PROJECT FILE NO: TBD
DRAWING NO: <b>C705</b>
SHT NO / TOTAL 440 / 542
REV NO:



NOTES:

- 1. TELECOM, POWER, AND GAS TO BE RELOCATED BY RESPECTIVE UTILITIES PRIOR TO CONTRACT C01340C20 CONSTRUCTION LOCATIONS SHOWN ARE PROPOSED DESIGNS. CONTRACTOR SHALL VERIFY INSTALLED LOCATIONS PRIOR TO CONSTRUCTION.

UTILITY RELOCATION ELEVATIONS									
Callout	NORTHING	EASTING	PROP SANITARY SEWER	WATER	UNDERGROUND TELECOM	UNDERGROUND ELECTRIC	GAS	STORM DRAIN	CONSTRUCTION STEPS FOR WATER RELOCATION
			IE OF 12" SS & 2-16" SS	CL OF 8" W	TOP OF UGT	TOP OF UGE	CL OF X" G	IE OF 18" SD	8" DI
1	-	-	-	-	-	-	Match Existing	-	
2	-	-	-	-	Match Existing	-	-	-	
3	-	-	-	Match Existing	-	-	-	-	CUT AND CAP EXISTING WATER LINE JUST WEST OF THIS POINT.
4	-	-	-	-	-	Match Existing	-	-	
5	542112.5	1629981	-	147.0	-	-	-	144.5	
6	542113.3	1630004	-	145.8	-	-	-	-	45 + 22.5 DEGREE BENDS ON THE PROPOSED WATER MAIN. HORIZONTAL THRUST BLOCK PER CITY OF MERCER ISLAND STANDARD WATER DETAIL W-5B.
7	542101.4	1629945	149.8	-	-	-	151.7	-	
8	542101.6	1629949	149.6	-	150.9	-	-	-	
9	542103.1	1629982	148.0	-	-	-	-	144.6	
10	542104.2	1630005	142.9	145.7	-	-	-	-	
11	542104.5	1630013	142.0	-	-	146.6	-	-	
12	542091.5	1629945	-	-	-	-	151.2	-	
13	542097.1	1629949	-	-	150.8	-	-	-	
14	542098.1	1630006	-	145.6	-	-	-	-	45 + 22.5 DEGREE BENDS ON THE PROPOSED WATER MAIN. HORIZONTAL THRUST BLOCK PER CITY OF MERCER ISLAND STANDARD WATER DETAIL W-5B.
15	542097.7	1630016	-	-	-	146.6	-	-	
16	542093.4	1629987	-	-	-	-	149.3	144.7	
17	542091.5	1630011	-	-	-	-	147.0	-	
18	-	-	-	-	Match Existing	-	-	-	
19	-	-	-	-	-	Match Existing	-	-	
20	-	-	-	Match Existing	-	-	-	-	CUT AND CAP EXISTING WATER LINE JUST EAST OF THIS POINT.
21	-	-	-	-	-	-	Match Existing	-	
22	542098.5	1630013	-	144.4	-	146.6	-	-	

O:\Projects\Seattle\12539\200-12539-18001\SupportDocs\Calcs

RELOCATED, NEW, OR MODIFIED CITY UTILITIES ARE HIGHLIGHTED IN RED.

CALL BEFORE YOU DIG: 811

NO	REVISION DESCRIPTION			BY	APVD DATE



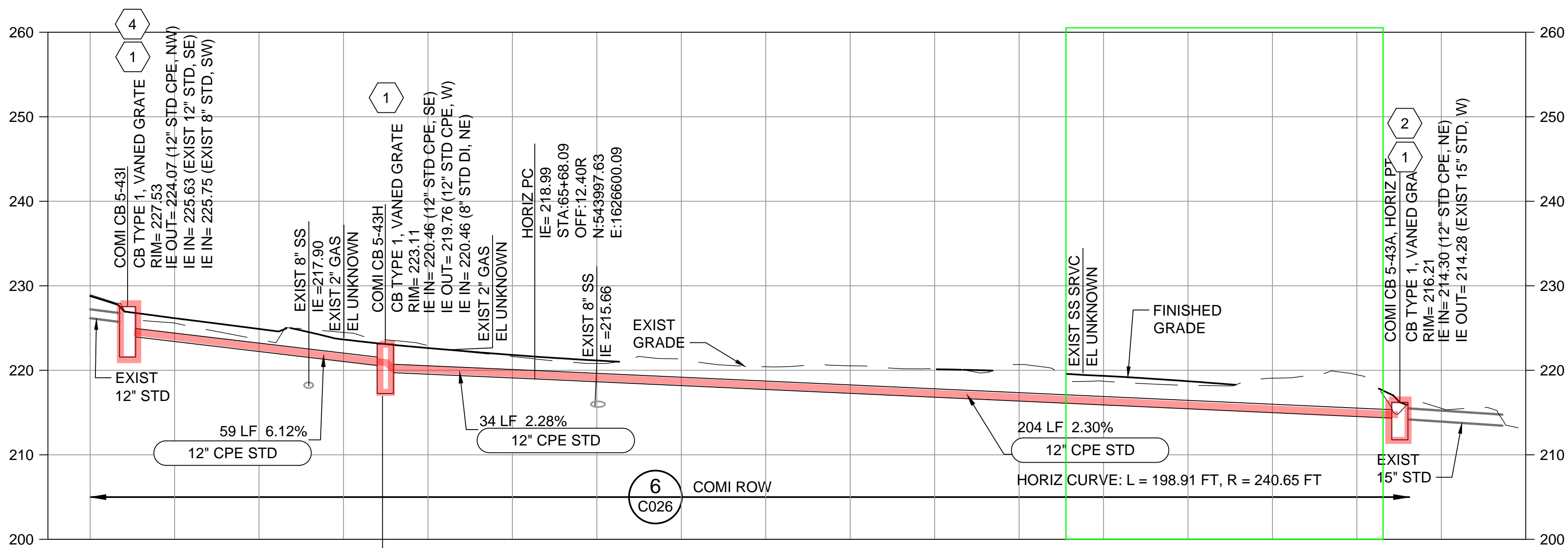
DESIGNED/DRAWN: G. SARRIA	SCALE: AS NOTED
PROJECT ENGINEER: G. SARRIA	0" REFERENCE 1"
DESIGN APPROVAL: J. PAULSON	FACILITY NUMBER:
PROJECT ACCEPTANCE: M. REDMON	CONTRACT NO:



DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**UTILITY RELOCATION**  
**STA 207+00 TO STA 209+00**  
**SHEET 2 OF 2**

DCN:	
DATE:	APRIL 2021
PROJECT FILE NO:	TBD
DRAWING NO:	C706
SHT NO / TOTAL	441 / 542
REV NO:	

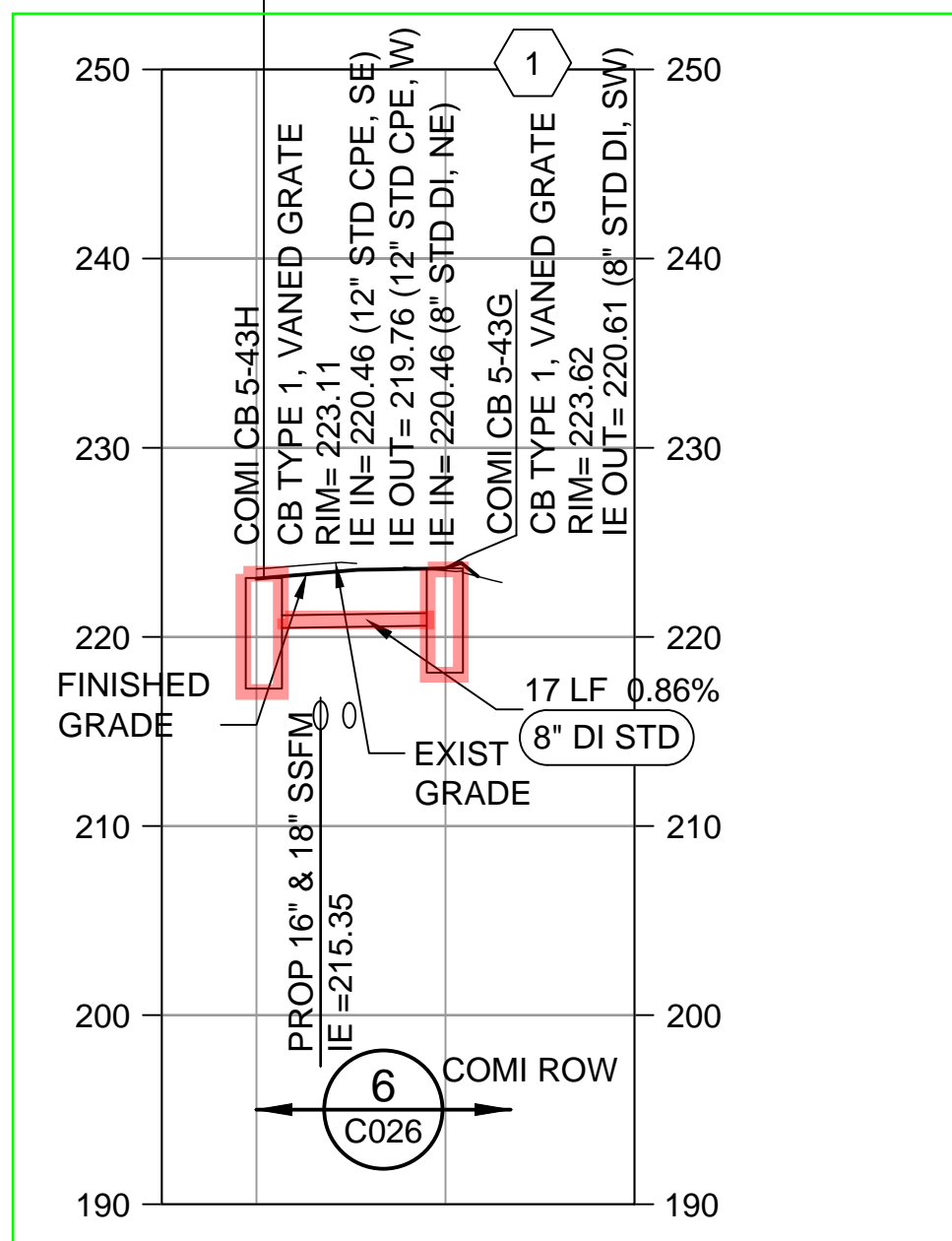




**NOTE:**  
1. SEE DWG C318 AND C319 FOR PLAN VIEW

# SE 90TH PI STD TRUNK #1 PROFILE

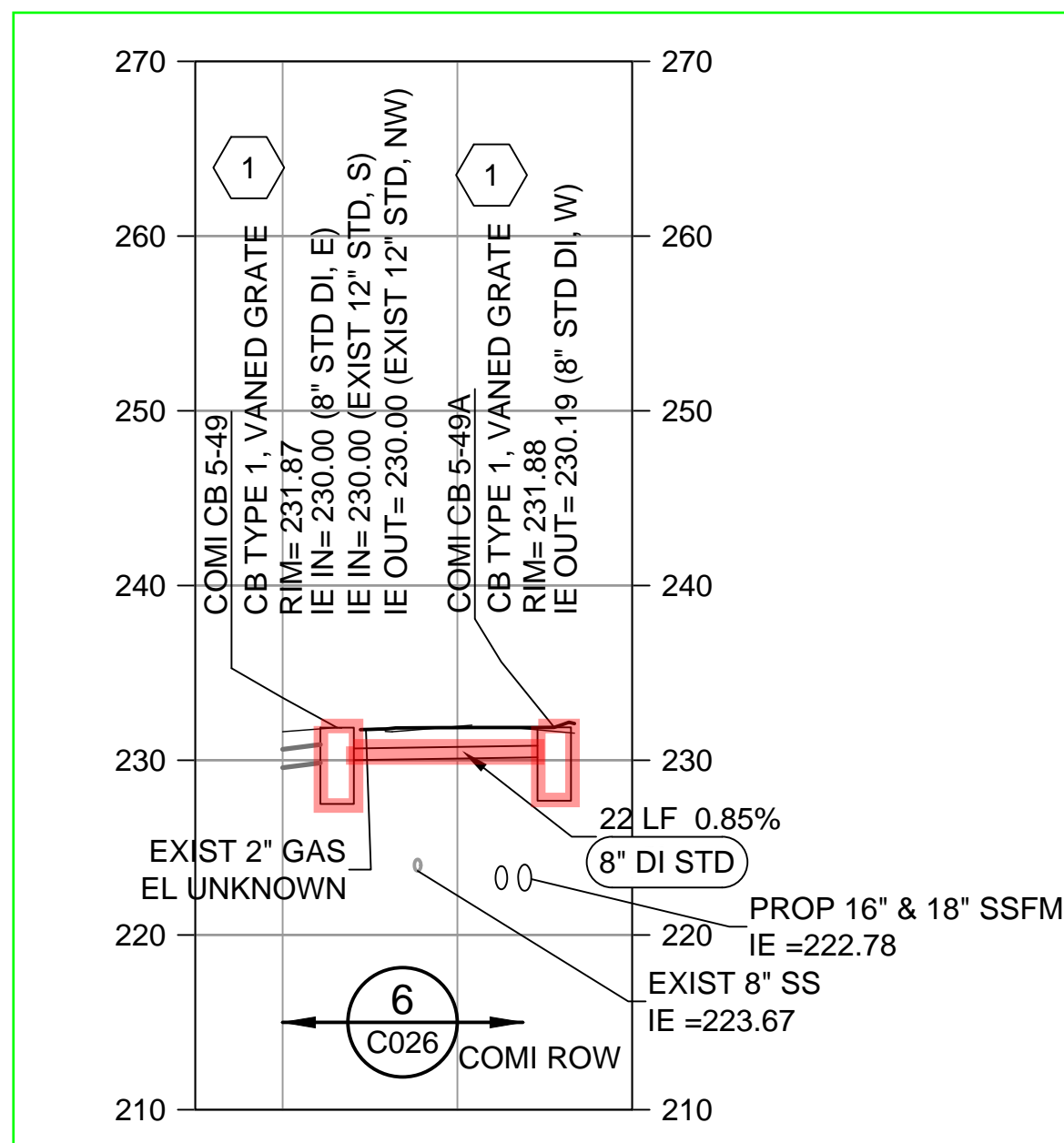
SCALE: HORIZ 1" = 20'  
VERT 1" = 10'



**NOTE:**  
1. SEE DWG C319 FOR PLAN VIEW

## SE 90TH PI STD LATERAL #1 PROFILE

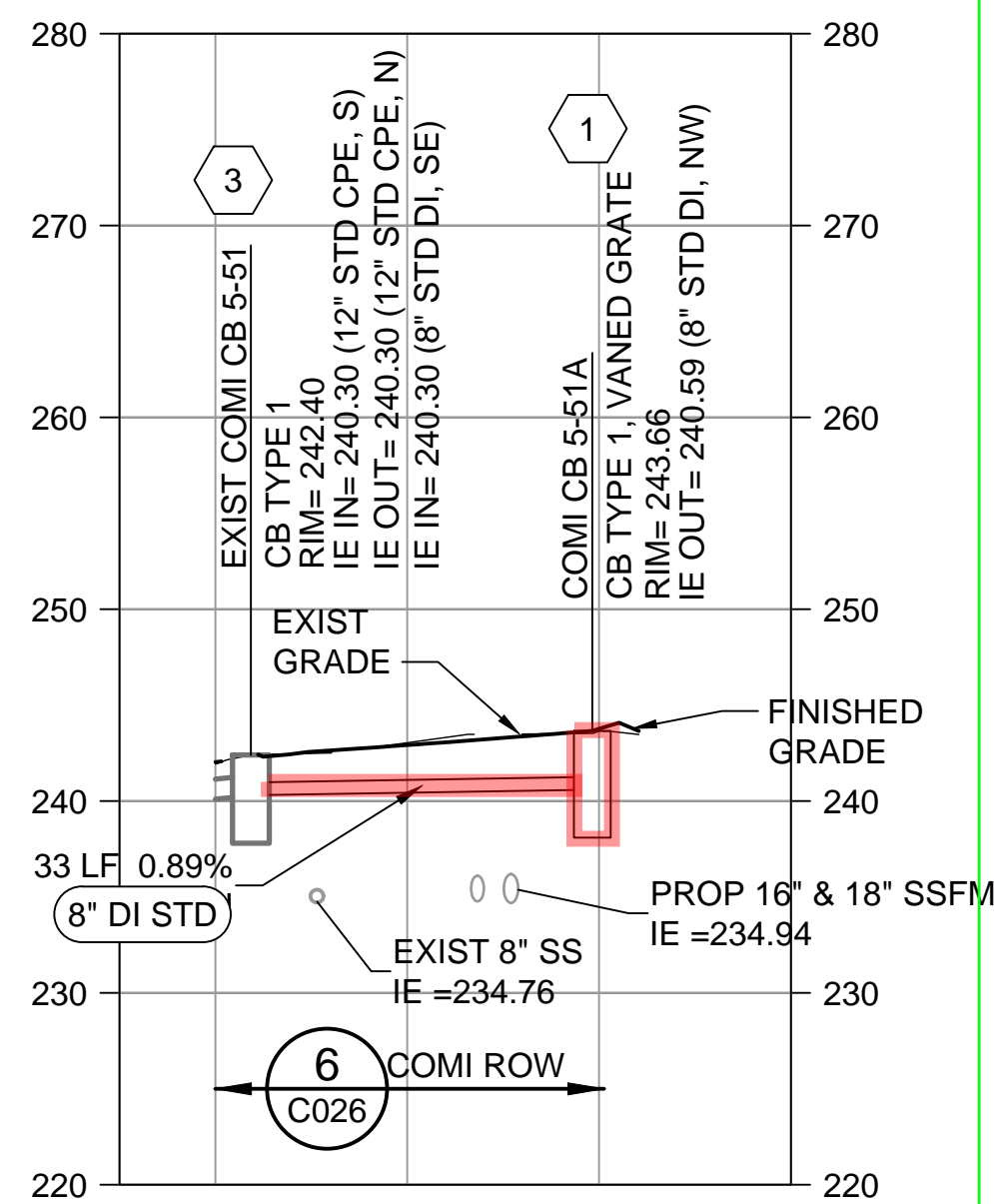
SCALE: HORIZ 1" = 20'  
VERT 1" = 10'



**NOTE:**  
1. SEE DWG C319 AND C320 FOR PLAN VIEW

## SE 90TH PI STD LATERAL #2 PROFILE

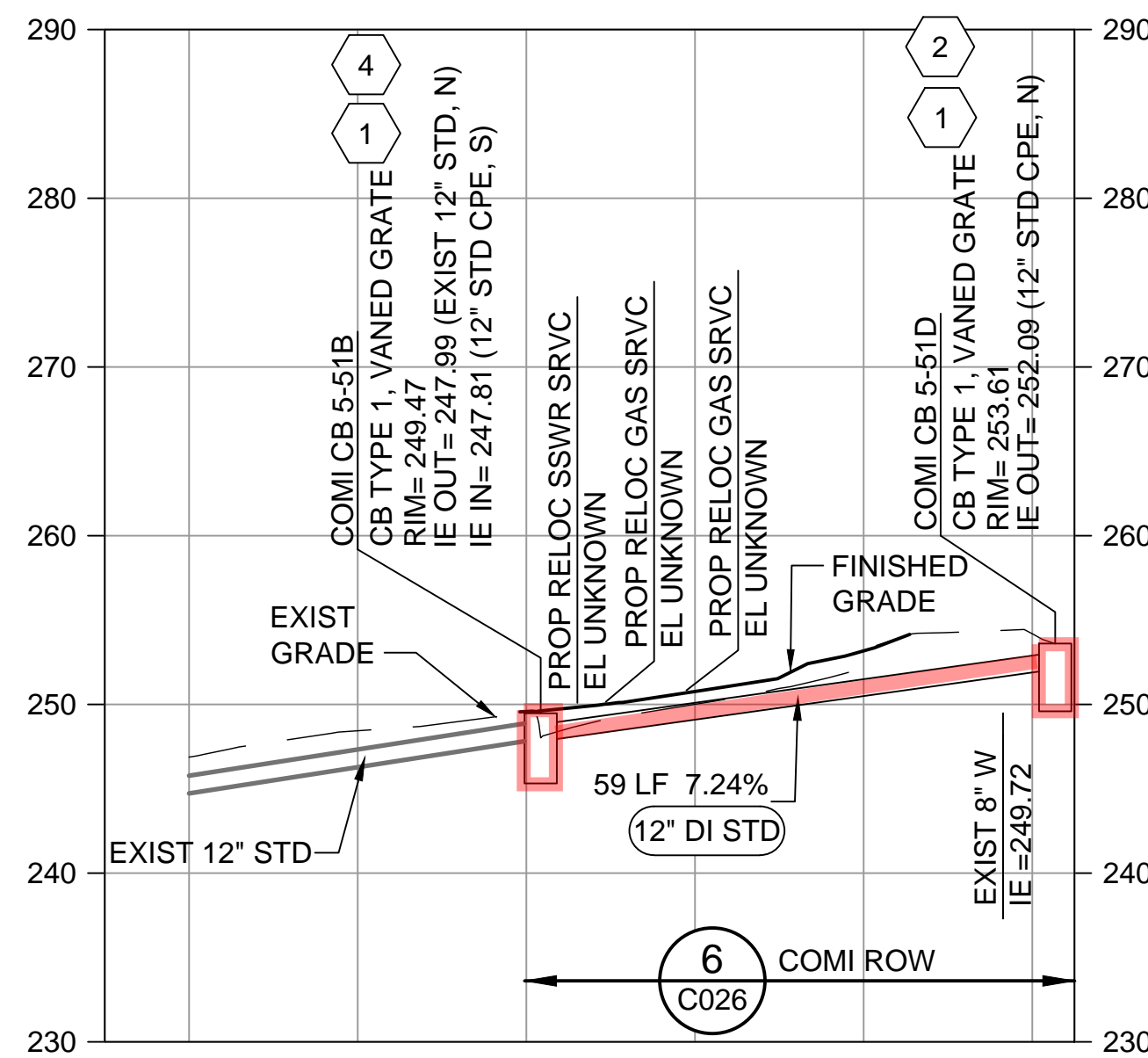
SCALE: HORIZ 1" = 20'  
VERT 1" = 10'



**NOTE:**  
1. SEE DWG C320 FOR PLAN VIEW

### SE 90TH PI STD LATERAL #3 PROFILE

SCALE: HORIZ 1" = 20'  
VERT 1" = 10'



**NOTE:**  
1. SEE DWG C320 AND C108 FOR PLAN VIEW

## SE 90TH PI STD TRUNK #2 PROFILE

SCALE: HORIZ 1" = 20'  
VERT 1" = 10'

DCN:	
DATE:	APRIL 2021

PROJECT FILE NO:	TBD
DRAWING NO:	C707

SHT NO / TOTAL	REV NO:
442 / 542	

**CALL BEFORE YOU DIG: 811**

NO	REVISION DESCRIPTION	BY	APVD	DATE



AB 5882 | Exhibit 2 | Page 33



DESIGNED/DRAWN:	I. D'AURIA
PROJECT ENGINEER:	B. NELSON
DESIGN APPROVAL:	J. PAULSON
PROJECT ACCEPTANCE:	M. REDMON

SCALE:	AS NOTED
0	REFERENCE
FACILITY NUMBER:	
CONTRACT NO:	



DEPARTMENT OF NATURAL RESOURCES & PARKS  
WASTEWATER TREATMENT DIVISION  
NORTH MERCER ISLAND INTERCEPTOR AND ENATAI  
INTERCEPTOR UPGRADE - CONVEYANCE IMPROVEMENTS  
**90TH PL SE STORM DRAIN  
PROFILES**

# EXHIBIT C

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
KING COUNTY  
WASTEWATER TREATMENT DIVISION  
MS KSC-NR-0505  
201 SOUTH JACKSON STREET  
SEATTLE, WA 98104-3855

---

## BILL OF SALE

Grantor(s): City of Mercer Island, a municipal corporation of the State of Washington

Grantee(s): King County, a political subdivision of the State of Washington

This Bill of Sale is made by and between the City of Mercer Island, a municipal corporation of the State of Washington (the “City” or “Grantee”) and King County, a political subdivision of the State of Washington (the “County” or “Grantor”). The City and the County may also be collectively referred to as the “Parties” and individually as a “Party.”

## RECITALS

- A. On or about \_\_\_\_\_, the Parties entered into an Interagency Agreement (“Agreement”) regarding the County’s North Mercer Island and Enatai Interceptor Upgrade Project (the “Project”).
- B. Pursuant to the Agreement, the City and the County agreed that as part of the Project, the County would design and construct certain modifications to the City’s Lift Station 11 Facility and to the City’s wastewater pipeline along 96<sup>th</sup> Avenue SE.
- C. The Agreement also provides that within 30 days from the completion of the Project within the City, the City shall grant to the County a bill of sale for the 96<sup>th</sup> Avenue SE Pipeline and Facilities as described herein, warranting the title thereto in the County.

NOW THEREFORE AND IN CONSIDERATION of the mutual covenants between the Parties recited herein:

1. Grantor hereby grants, bargains, sells and transfers to Grantee the 96<sup>th</sup> Avenue Pipeline which includes all of the following: MH R30-20B traveling southerly for approximately 450 LF to the County’s MH R30-20A, and MH R30-20A, MH R30-20B, Siphon Inlet Box R30-20C, R30-20D, MH R30-20E and associated odor control facilities, hereinafter referred to collectively as the “Transferred Pipeline,” as depicted in Exhibit 1 attached hereto and incorporated herein by this reference.

2. Grantor warrants that it is the lawful owner of the Transferred Pipeline and that the Transferred Pipeline is free from all encumbrances, that all claims for labor and material for said Transferred Pipeline have been paid, that Grantor has the right to transfer same and that Grantor will warrant and defend title to the Transferred Pipeline against the claims and demands of any persons whomsoever.

3. Grantee, by accepting this Bill of Sale, binds itself, its successors and assigns to operate, maintain, repair and replace as determined necessary in the Grantee's judgment and discretion, the Transferred Pipeline at Grantee's sole cost and expense.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR: CITY OF MERCER  
ISLAND

GRANTEE: KING COUNTY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the \_\_\_\_\_, \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ at \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

**EXHIBIT 1**  
(Depiction of Transferred Pipeline Location)