

THIS AGREEMENT, made and entered into this 26th day of October, 2006, by and between the **CITY OF BURLINGTON**, a municipal corporation of the State of Washington, (hereinafter referred to as the "CITY"), and **PROPERTY INVESTORS, LLC**, a Washington Limited Liability Company, (hereinafter referred to as the "DEVELOPER");

WHEREAS, on June 8, 2000, the Burlington City Council adopted Ordinance No. 1429, approving the final plat of the Tinas Coma Subdivision (the "Project"), and

WHEREAS, in granting approval for development of the Project, the CITY required that certain transportation improvements be constructed so as to mitigate the transportation impacts of the Project, and

WHEREAS, such improvements included the construction of Hillside Drive within the City, as further described herein, portions of which, as described on **Exhibit "A,"** has been identified as potentially subject to slippage ("~~Hillside~~ Drive Segments") and HILLCREST

WHEREAS, the Burlington City Council approved Developer's 58 unit condominium project ("Condominium Project") at its meeting of May 12, 2005, subject to the condition that no building permits would be issued until the streets serving the Project were repaired to City Standards so as to provide safe access to the Project, and

WHEREAS, the City has withheld issuance of the building permit for the Condominium Project pending correction of the Hillside Drive Segments, and

WHEREAS, the parties wish to take steps to resolve their disagreement regarding responsibility for correcting the Hillside Drive Segments and to complete necessary correction of the Hillside Drive Segments, and to resolve any disagreement over issuance of all necessary permits for the construction of the Condominium Project, and

WHEREAS, in order to avoid the cost and expense of litigation, and without either party conceding responsibility for the cost of correcting the Hillside Drive Segments, the DEVELOPER hereby offers assurances to the City, which assurances are reflected in this Agreement, that the DEVELOPER will promptly complete the improvements described herein, and the City hereby offers assurances to the Developer that it will fulfill its obligations as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

I. Scope and Schedule of Work.

- A. **Project Permit.** The DEVELOPER shall submit an application for the improvements described in the attached Exhibit "A, obtain any required approvals for those improvements, and construct the improvements upon receiving such approvals in accordance with the approved design of those same improvements. The City agrees that it has reviewed the conceptual design of those improvements as set forth on **Exhibit "B"** and believes that such conceptual design will be capable of meeting applicable City design standards.
- B. **Project Design.** DEVELOPER understands and agrees that the design of the Hillside Drive Segments shall be in accordance with the CITY's design standards, which include the City of Burlington's *Public Works Development Standards Manual*, AASHTO's *Policy of Geometric Design of Highways and Streets*, the latest edition of the *Standard Specifications for Road, Bridge, and Municipal Construction*, published by WSDOT, and utilize the *Standard Plans for Road, Bridge, and Municipal Construction*, published by WSDOT. Construction of the Hillside Drive Segements Project shall be in accordance with the WSDOT Construction Manual. Any modifications, deviations, or exclusions from any requirements and or recommendations provided in the documents/manuals listed above must be approved by the Director of Public Works prior to the start of construction.
- C. **Project Inspection.** The CITY shall retain the services of such qualified professionals as determined necessary by the CITY to inspect the Project during construction. The City shall compensate such agents for work performed, which compensation shall be construed to be a Project Cost as defined herein.
- D. **Conveyance.** Upon completion, the Project shall be conveyed to the City in accordance with the City's then-current policies and procedures applicable to such conveyances. Any rights-of-way that are necessary for the construction of the Project shall be acquired by the DEVELOPER, and dedicated to the CITY. Such dedication shall take place at such time as the Project has been fully completed. The City shall not unreasonably withhold final approval and acceptance of the Project.
- E. All improvements shall be satisfactorily completed on or before December 31, 2007. The time period for performance shall be extended by the amount of time that the DEVELOPER is unable to proceed because of a delay attributable to circumstances beyond the reasonable control of the DEVELOPER, provided that the DEVELOPER advises the CITY of the delay as soon as is practicable.
- F. The DEVELOPER shall fulfill the following requirements to obtain CITY acceptance of the Project.

1. The DEVELOPER shall comply with all terms and conditions of this Agreement and the approved design of the Project.
2. The DEVELOPER shall obtain written approval of the final project design by the City Engineer through the City's usual processes, which approval shall not unreasonably be withheld. (As set forth in Section A above, the City has approved the conceptual design of the improvements described in Exhibit "A.")
3. The DEVELOPER shall obtain written acceptance of the construction of the Project by the City Engineer through the City's usual processes, which approval shall not be unreasonably withheld.
4. The DEVELOPER shall satisfy and obtain release of all liens and encumbrances, including, but not limited to, liens and lien rights for labor, materials and taxes relating to the Project.

II. Contract Administration and Management.

- A. The Public Works Director for the CITY shall have primary responsibility for administering this Agreement for the City, and shall coordinate all communications between the DEVELOPER and the CITY.
- B. The DEVELOPER, or the DEVELOPER'S contractor, shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the contract until the date of acceptance by the CITY.
 1. Owners and Contractors Protective Insurance providing bodily injury and property damage liability coverage with limits of \$3,000,000 per occurrence and in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 together with Washington State Department of Transportation Amendatory Endorsement No. CG 29 08, specifying the City of Burlington as a named insured. The DEVELOPER may choose to terminate this insurance after the date of Substantial Completion as determined by the Project Engineer. In the event the DEVELOPER elects to terminate this coverage, prior to acceptance of the work, the DEVELOPER shall first obtain an endorsement to the Commercial General Liability Insurance described below that establishes the CITY on that policy as an additional insured.
 2. Commercial General Liability Insurance written under ISO Form CG0001 or its equivalent with minimum limits of \$3,000,000 per occurrence and in the aggregate for each policy period. This protection may be a CGL policy or any

combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$3,000,000. Products and completed operations coverage shall be provided for a period of two years following final acceptance of the work. The CITY shall be named as the primary additional insured.

The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy may, at the discretion of the DEVELOPER, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the DEVELOPER, notwithstanding any claim of liability against the CITY. However in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 45 days prior written notice to the CITY of any cancellation or reduction of coverage. All insurance coverage required by this section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms. Failure on the part of the DEVELOPER to maintain the insurance as required shall constitute a material breach of contract upon which the CITY may, after giving five working days notice to the DEVELOPER to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand.

C. Time is of the essence of this Agreement. All notices and payments shall be made at the following addresses, unless otherwise provided for in writing:

CITY:

City Engineer
City of Burlington
Burlington, WA 98233

and to:

City Attorney
City of Burlington
P. O. Box 809
Burlington, WA 98233

DEVELOPER:

Dan Madlung
669 A Sunset Park Drive
Sedro Woolley, WA 98284

Either party may change its address by giving notice in writing to the other party.

- D. The DEVELOPER shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- E. The DEVELOPER shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim under this Agreement or for any of the compensation due hereunder, without the prior written consent of the CITY.

III. Project Costs

A. Definition. "Project Costs" shall mean all direct and indirect costs incurred in the approval, construction, and inspection of the Hillside Drive Segments, including labor and materials costs, the costs of governmental approvals, taxes, and past or future expenditures by the DEVELOPER or the CITY paid to consultants retained in connection with the Hillside Drive Segments project (including past and future costs paid to consultant to identify causes of the failure of Hillside Drive or perform construction observation); PROVIDED, that the term shall not include any expenses for the home office overhead of either party.

B. The parties agree that the Project described herein constitutes the repair of facilities that is the subject of a legal dispute between the City and the Developer. In addition, the Project constitutes an improvement over the previous design accepted by the City. As such, the parties agree that the CITY shall reimburse the DEVELOPER forty-nine percent (49%) of the Project Costs.

C. Reimbursement payments for completed work and material on hand will be based upon progress estimates prepared by the City Engineer. Cut-off dates for progress estimates will be established by the City Engineer upon the issuance of a permit for the project. Progress payments shall be made on a quarterly basis. Progress estimates made during the course of the work are tentative, and made only for the purpose of determining progress payments. The value of the progress estimate shall be the sum of the following:

1. Materials on hand: 49% of the invoiced cost of material delivered to the job site or other storage area approved by the City Engineer;
2. Labor and materials installed (including design fees): 49% of the invoiced cost of such labor and materials. Invoices must describe the quantity and nature of materials, and/or the hours spent on the project, all in accordance with the City's usual project accounting processes.

Past design and inspection costs allowed pursuant to this agreement shall be offset against each other in the initial quarterly payment.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.

IV. Issuance of Building Permit and Certificate of Occupancy for Condominium Project.

- A. At such time as fire department access to the Plat of Tinas Coma is ensured as reflected by approval by the Burlington Fire Department (which access is anticipated to occur upon completion of the installation of the first lift of asphalt on the North Side of the Hillside Drive Segment as set forth on Exhibit A,) the CITY shall issue a building permit to Developer for the Condominium Project; PROVIDED, that the DEVELOPER has complied with all other land use and building permit requirements of the CITY applicable to the Condominium project. It is the intent of the parties that the Condominium Project shall comply with all land use regulations and building permit requirements applicable to that Project without regard to this Agreement, or the dispute between the parties to be resolved by this Agreement.
- B. Promptly upon substantial completion of the South Side of the Hillside Drive Segment as set forth on **Exhibit "A,"** and upon completion of the Condominium Project, the City shall issue a certificate of occupancy for the Condominium Project, PROVIDED, that the DEVELOPER has complied with all other land use and building permit requirements of the CITY applicable to the Condominium project.

V. Independent Contractor Status.

- A. The DEVELOPER is and shall be, at all times during the term of this Agreement, an independent contractor and not an employee of the CITY.
- B. Subject to the City's undertaking in Section III.B, the DEVELOPER acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the DEVELOPER agrees to comply with all applicable laws.
- C. Subject to the City's undertaking in Section III.B, the DEVELOPER shall provide, at its sole expense, all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- D. Subject to to the City's undertaking in Section III.B, the DEVELOPER, at its sole expense, shall obtain and keep in force any and all necessary licenses and permits.

- E. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

VI. Indemnification.

- A. The DEVELOPER shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, and expenses and costs arising out of the construction of the improvements; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereinafter be amended. The CITY shall indemnify, defend, and hold harmless the DEVELOPER, its officials, officers, agents, employees, and volunteers from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, and expenses and costs arising out of the construction of the improvements that results from the fault of the CITY or its officers, agents, or employees.

If any such claims are caused by or result from the concurrent negligence of the CITY, or its agents, employees, and/or officers, and the DEVELOPER, or its agents, employees, and/or officers, then these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the indemnifying party; provided that nothing herein shall require either party to hold harmless or defend the other party or the other party's agents, employees and/or officers from any claims arising from the sole negligence of the other party, or its agents, employees, and/or officers.

- B. The DEVELOPER specifically assumes potential liability for actions brought by the DEVELOPER'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the DEVELOPER specifically waives any immunity under the State Industrial Insurance Law, RCW 51. THE DEVELOPER RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. The CITY specifically assumes potential liability for actions brought by the CITY'S own employees against the DEVELOPER and, solely for the purpose of this indemnification and defense, the CITY specifically waives any immunity under the State Industrial Insurance Law, RCW 51. THE CITY RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. The DEVELOPER, or at the DEVELOPER's option its contractor, shall bear the risk of loss for or damage to all finished or partially finished work on the Project until the Project is accepted by the City.

- D. These indemnifications shall survive the termination of this Agreement.
- E. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

VII. Release of Claims and Warranty.

- A. Mutual Release. Each party hereto, on behalf of it and their respective successors and assigns, releases the other party from any and all present and future claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever arising out of or relating to any fact, cause, matter or thing stated, claimed, alleged in, arising out of, or relating to the construction of the Hillside Drive Segments or the issuance of a permit for the Condominium Project, except for the obligations arising out of this Settlement Agreement; and except for latent defects in the work described in Section I and Exhibit "A" of this Settlement Agreement. Each party understands and agrees that this mutual release includes all claims for costs, expenses, interest, and attorneys' fees. The parties expressly agree that this release does not include latent defects in DEVELOPER's work performed subsequent to the date of this Settlement Agreement, and DEVELOPER's warranty obligations to the CITY hereunder. Except as to latent defects or warranties, the parties agree and acknowledge that they will not initiate, or cause to be initiated, nor file any suit, charge, agency filing, complaint, audit, or any kind of action whatsoever relating to the facts, events, acts, omissions, and/or circumstances covered by this Agreement; provided, however, that nothing herein shall prevent any party from taking necessary steps to enforce the terms of this Agreement.

Notwithstanding the foregoing, neither party releases the other party from, and reserves any and all claims for indemnification and other claims that the party may have against the other party which may arise out of or result from any claim hereafter asserted by any third party (including but not limited to any employee of either party, or any employee of any of either party's contractors on the Hillside Drive Segments) who is not a party to this agreement and which arises out of work on the the Hillside Drive Segments and is based on a claim of death or personal injury.

- B. Warranty Against Assignment. Each party represents and warrants that it has not sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, causes of action, obligations, damages or liability released in this Section.
- C. Warranty or Authority to Settle. The individual signing this Settlement Agreement on behalf of the DEVELOPER warrants that he is fully authorized to

sign this Settlement Agreement and to bind the DEVELOPER to the terms of the Settlement Agreement. The individual signing this Settlement Agreement on behalf of the DEVELOPER further warrants that he is authorized to execute this Agreement on behalf of DEVELOPER's affiliates, and parent corporation (if any.)

- D. Parties Bound. Subject to paragraph 5 above, this Settlement Agreement shall bind and inure to the benefit of each party hereto and to their respective heirs, successors, executors, personal representatives, agents and assigns.
- E. Voluntary Release and Advice of Counsel: The parties warrant, agree and represent that they understand and acknowledge the significance and consequences of this Agreement, and acknowledge that it is voluntary and has not been entered into as a result of any actionable coercion or duress, and expressly confirm that this Agreement is to be given full force and effect according to each of its express terms and conditions. The parties each acknowledge that they have conferred with counsel of their choice and that they understand the terms of this Agreement.
- F. Cooperation. Each of the parties shall execute from time to time all documents that may be necessary to carry out the terms of this Settlement Agreement or to effect its purposes. This Settlement Agreement and Release may be executed by facsimile and in counterparts, each of which shall be considered an original, and all of which together shall constitute a single agreement.
- G. Specific Performance. The obligations imposed by this Settlement Agreement shall be specifically enforceable.
- H. Warranty.
1. The DEVELOPER warrants that work performed under this Agreement shall be free of any defect in material, design furnished, or workmanship performed by the DEVELOPER or any subcontractor or supplier at any tier.
 2. This warranty shall continue for a period of two years from the date of final acceptance of the work. If the CITY takes possession of any part of the work before final acceptance, this warranty shall continue for a period of two years from the date the CITY takes possession.
 3. In the event of a breach of the warranty set forth in subparagraph H(1) and limited in subparagraph H(2) above, the DEVELOPER shall remedy at the DEVELOPER's expense any failure to conform, or any defect. In addition, in the event of a breach of the warranty set forth in subparagraph H(1) and limited in subparagraph H(2) above, the DEVELOPER shall remedy at the DEVELOPER's expense any damage to CITY owned or controlled real or personal property caused by the breach of the warranty set forth in subparagraph H(1) above.

4. The DEVELOPER shall restore any work damaged in fulfilling the terms and conditions of this agreement.
5. The CITY shall notify the DEVELOPER, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
6. If the DEVELOPER fails to remedy any failure, defect, or damage (for which it has provided a warranty in this paragraph) within a reasonable time after receipt of notice, the CITY shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the DEVELOPER's expense.

VIII. Interpretation and Venue.

- A. Washington law shall govern the interpretation of this Agreement. Skagit County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- C. This Agreement constitutes the complete and final agreement of the parties and replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter and may be modified only by a writing signed by both parties.
- D. The Parties acknowledge that they have been afforded an opportunity to consider this Agreement and the terms and conditions set forth herein, and that they have read and understood the terms of the Agreement and have been given an opportunity to consult with their respective counsel prior to executing this Agreement.
- E. The Parties hereby represent and acknowledge that this Agreement is given and executed voluntarily and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claims of the Parties or any matters related thereto.
- F. Failure by any one of the parties to enforce this entire Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so.
- G. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

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

CITY OF BURLINGTON

By CLY
Mayor Pro Tem
Chris Loving

Date 10-26-2006

Attest:

By Richard Patrick
Finance Director

Date 10-26-06

Approved as to form:

[Signature]
City Attorney

PROPERTY INVESTORS LLC

By [Signature]

Date Oct 26, 2006

EXHIBIT "A"

Legal description of failing portion of roadways.

North Side

Hillcrest Drive in Burlington, WA. Work area from station 1+10 to station 7+00.

South Side

Hillcrest Drive in Burlington, WA. Work area from station 36+03 to station 38+40.

EXHIBIT "B"

Project Description North Side of Hillside

Certain repairs as shown on the Leonard, Boudinot & Skodje, Inc. drawing C-1 through C-4 dated October 18, 2006. Project title drawing: "Hillcrest Drive Realignment". The budget for the work is depicted on the above drawings. Budget is dated October 24, 2006.

Project Description South Side of Hillside

Certain repairs and or realignment of a portion of Hillcrest Drive in the area of station 36+03 to station 38+40. Nature and extent of work will be determined at a later date after more extensive studies of the work area, and consideration of the costs associated with the replacement activities.

NORTH HILLCREST DRIVE REALIGNMENT

WORK ITEM	UNIT	EXT UNIT COST	QTY	COST
CONSTRUCTION COST FROM LEONARD & BOUDINOT EST.				590,224
MOVE PSE LINE	LF	40	560	22,400
MOVE CNG LINE	LF	25	560	14,000
TRAFFIC CONTROL & SIGNAGE	LS	2,500	1	2,500
SURVEY, ENGINEER & INSP	LS	75,000	1	75,000
GEOTECHNICAL & TESTING	LS	30,000	1	30,000
CITY GEOTECHNICAL & INSP	LS	60,000	1	60,000
PROJECT MANAGEMENT	WKS	3,000	6	18,000
SALE OF FILL MATERIAL	CY	-4	10,000	-40,000
CONTINGENCY	LS	40,000	1	<u>40,000</u>
TOTAL				812,124

Hillcrest Drive Realignment
Construction Estimate

Job # 06098
10/9/2006

ITEM NO.	DESCRIPTION	ITEM QUANTITY	UNIT	UNIT PRICE	TOTAL COST
	SCHEDULE A				
1	Remove Existing Concrete	80	CY	\$20.00	\$1,600.00
2	Remove Existing Asphalt	320	CY	\$30.00	\$9,600.00
3	Remove Existing Type 1 Catch Basins	3	EA	\$200.00	\$600.00
4	Remove Existing 8" Storm Pipe	48	LF	\$20.00	\$960.00
5	Remove Existing 12" DI Water Line	500	LF	\$20.00	\$10,000.00
6	Rock Excavation-Blasting & Hauling	15720	CY	\$20.00	\$314,400.00
7	Roadway Excavation	8000	CY	\$13.00	\$104,000.00
8	Remove Existing Guardrail	600	LF	\$6.50	\$3,900.00
9					
10					
11	Roadway Ballast	855	TN	\$18.00	\$15,390.00
12	Crushed Surfacing Top Course	50	TN	\$25.00	\$1,250.00
13	Asphalt Treated Base (ATB)	390	TN	\$75.00	\$29,250.00
14	HMA, Class 1/2", PG 68-22	210	TN	\$80.00	\$16,800.00
15	Concrete Curb & Gutter	1179	LF	\$16.00	\$18,864.00
16	Concrete Sidewalk	130	SY	\$30.00	\$3,900.00
17	Storm Sewer Pipe 8-In. Diam.	82	LF	\$55.00	\$4,510.00
18	Type 1, Catch Basin	3	EA	\$950.00	\$2,850.00
19	Re-Install Exist. Type 1 Catch Basin	4	EA	\$950.00	\$3,800.00
20	Adjust Exist. Storm Structure	3	EA	\$250.00	\$750.00
21	Beam Guardrail, Type 1	550	LF	\$20.00	\$11,000.00
22	FLEAT TL2 Terminal	2	EA	\$2,000.00	\$4,000.00
23					
24					
25					
26	Adjust Exist. Sewer Manhole	4	EA	\$250.00	\$1,000.00
27					
28					
29					
30	12" DI Water Line (Pipe & Blast Trench)	530	LF	\$60.00	\$31,800.00
31	Connect to Exist. Water Line	2	EA		
32					
33					
34	Relocate Gas Main	560	LF		
35	Relocate Phone Line	560	LF		
36	Relocate Street Light	1	EA		
37					
38					
39					
40					
TOTAL SCHEDULE A					\$590,224.00

TOTAL ESTIMATED CONSTRUCTION COST

\$590,224.00

**Leonard, Boudinot,
& Skidje Inc.**
PROFESSIONAL ENGINEERS
& LAND SURVEYORS

603 South Third Street, Box 1026
Burlington, WI 53107
Tel: 262-234-3200
Fax: 262-234-3201

PROJECT TITLE:
**HILLCREST DRIVE
REALIGNMENT**

LOCATED IN
CITY OF BURLINGTON, WI
SECTION 7, TOWNSHIP 24 N., RANGE 4 E., WM.

PROJECT CLIENT:
**PROPERTY
INVESTORS**

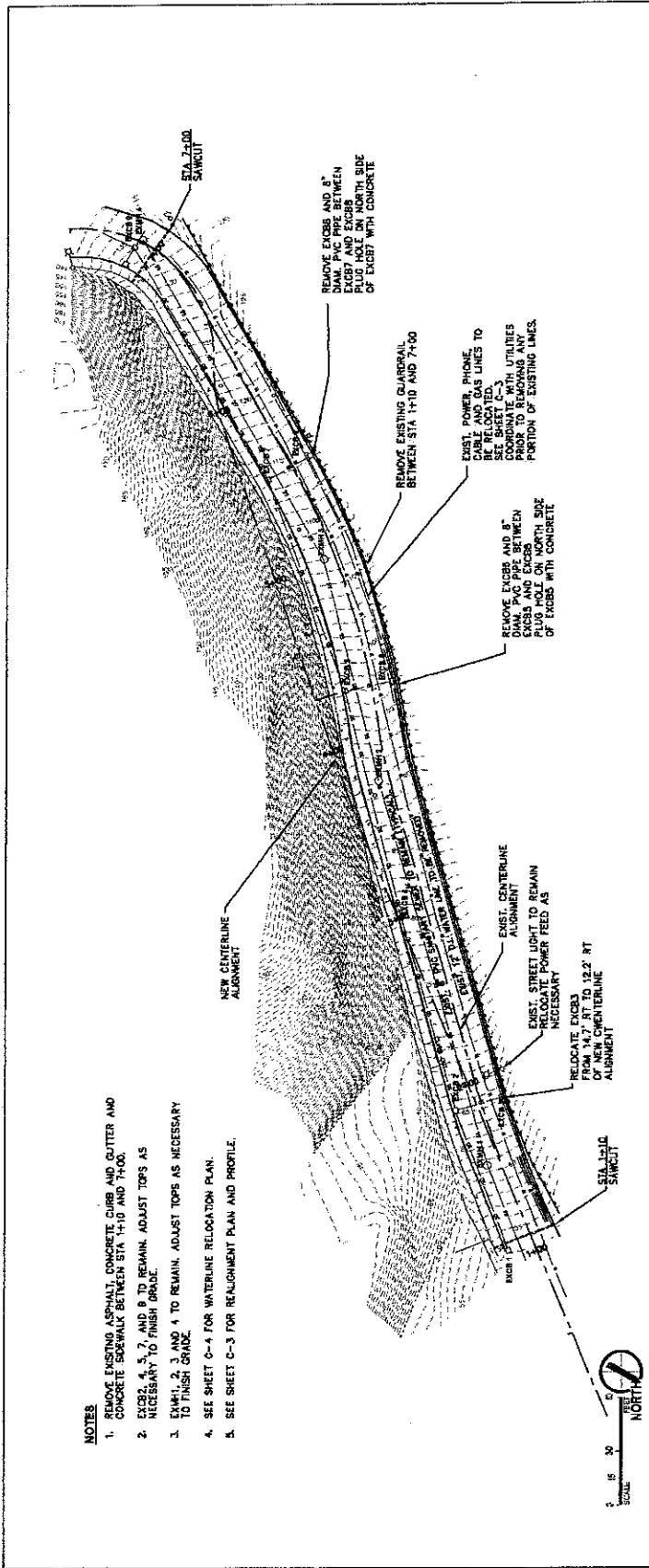
CONTACT:
DAN WADLING
6994 SUNSET DRIVE
SEDOH-WOLLEY, WI 56284
TEL: 360-858-0688 FAX: 360-858-0591



CONSTRUCTION SET
DATE: 10/20/11
SCALE: AS SHOWN
DRAWN BY: J. SKIDJE
CHECKED BY: L. BOUDINOT
APPROVED BY: L. BOUDINOT
DATE: 10/20/11

C-1 OF 4

CITY OF BURLINGTON



- NOTES**
1. REMOVE EXISTING ASPHALT, CONCRETE CURB AND GUTTER AND CONCRETE SIDEWALK BETWEEN STA 11+10 AND 7+00.
 2. EXIST. 4, 5, 7, AND 8 TO REMAIN. ADJUST TOPS AS NECESSARY TO FINISH GRADE.
 3. EXIST. 2, 3 AND 4 TO REMAIN. ADJUST TOPS AS NECESSARY TO FINISH GRADE.
 4. SEE SHEET C-4 FOR WATERLINE RELOCATION PLAN.
 5. SEE SHEET C-3 FOR REALIGNMENT PLAN AND PROFILE.



Leonard, Boudinot,
& Skodje Inc.

PROFESSIONAL ENGINEERS
& LAND SURVEYORS

215 SOUTH 28TH AVE. SUITE 100
SPOKANE, IDAHO 83402-2500
PHONE: (208) 325-2000
FAX: (208) 325-2001

PROJECT TITLE:
**HILLCREST DRIVE
REALIGNMENT**
LOCATED IN
CITY OF BURLINGTON, WA
SECTION 7, TOWNSHIP 34 N., RANGE 4 E., W.M.

PROJECT CLIENT:
**PROPERTY
INVESTORS**
CONTACT:
DAN MULLINS
6994 SUNSET DRIVE
SEDOO-WOOLLEY, WA 98284
TEL: 360-859-0568 FAX: 360-859-0591



CONSTRUCTION SET

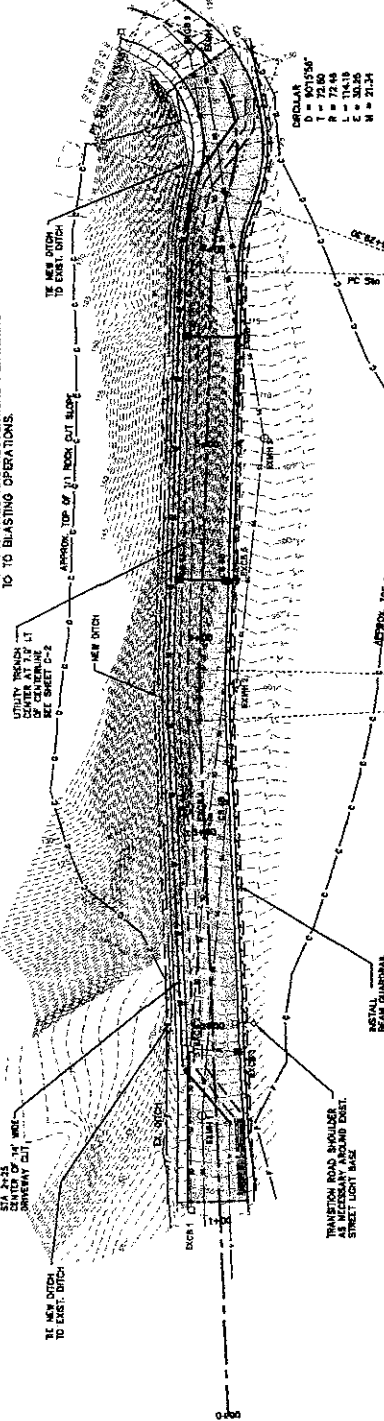
NO.	DATE	DESCRIPTION
1	02/25/24	ISSUED FOR PERMITS
2	03/15/24	ISSUED FOR PERMITS
3	04/15/24	ISSUED FOR PERMITS
4	05/15/24	ISSUED FOR PERMITS
5	06/15/24	ISSUED FOR PERMITS
6	07/15/24	ISSUED FOR PERMITS
7	08/15/24	ISSUED FOR PERMITS
8	09/15/24	ISSUED FOR PERMITS
9	10/15/24	ISSUED FOR PERMITS
10	11/15/24	ISSUED FOR PERMITS
11	12/15/24	ISSUED FOR PERMITS
12	01/15/25	ISSUED FOR PERMITS
13	02/15/25	ISSUED FOR PERMITS
14	03/15/25	ISSUED FOR PERMITS
15	04/15/25	ISSUED FOR PERMITS
16	05/15/25	ISSUED FOR PERMITS
17	06/15/25	ISSUED FOR PERMITS
18	07/15/25	ISSUED FOR PERMITS
19	08/15/25	ISSUED FOR PERMITS
20	09/15/25	ISSUED FOR PERMITS
21	10/15/25	ISSUED FOR PERMITS
22	11/15/25	ISSUED FOR PERMITS
23	12/15/25	ISSUED FOR PERMITS
24	01/15/26	ISSUED FOR PERMITS
25	02/15/26	ISSUED FOR PERMITS
26	03/15/26	ISSUED FOR PERMITS
27	04/15/26	ISSUED FOR PERMITS
28	05/15/26	ISSUED FOR PERMITS
29	06/15/26	ISSUED FOR PERMITS
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31	08/15/26	ISSUED FOR PERMITS
32	09/15/26	ISSUED FOR PERMITS
33	10/15/26	ISSUED FOR PERMITS
34	11/15/26	ISSUED FOR PERMITS
35	12/15/26	ISSUED FOR PERMITS
36	01/15/27	ISSUED FOR PERMITS
37	02/15/27	ISSUED FOR PERMITS
38	03/15/27	ISSUED FOR PERMITS
39	04/15/27	ISSUED FOR PERMITS
40	05/15/27	ISSUED FOR PERMITS
41	06/15/27	ISSUED FOR PERMITS
42	07/15/27	ISSUED FOR PERMITS
43	08/15/27	ISSUED FOR PERMITS
44	09/15/27	ISSUED FOR PERMITS
45	10/15/27	ISSUED FOR PERMITS
46	11/15/27	ISSUED FOR PERMITS
47	12/15/27	ISSUED FOR PERMITS
48	01/15/28	ISSUED FOR PERMITS
49	02/15/28	ISSUED FOR PERMITS
50	03/15/28	ISSUED FOR PERMITS
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57	10/15/28	ISSUED FOR PERMITS
58	11/15/28	ISSUED FOR PERMITS
59	12/15/28	ISSUED FOR PERMITS
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61	02/15/29	ISSUED FOR PERMITS
62	03/15/29	ISSUED FOR PERMITS
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68	09/15/29	ISSUED FOR PERMITS
69	10/15/29	ISSUED FOR PERMITS
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95	12/15/31	ISSUED FOR PERMITS
96	01/15/32	ISSUED FOR PERMITS
97	02/15/32	ISSUED FOR PERMITS
98	03/15/32	ISSUED FOR PERMITS
99	04/15/32	ISSUED FOR PERMITS
100	05/15/32	ISSUED FOR PERMITS

HILLCREST DRIVE
PLAN AND PROFILE
SCALE AS SHOWN
DATE: 02/25/24
DESIGNED BY: DAN MULLINS
CHECKED BY: DAN MULLINS
DRAWN BY: DAN MULLINS
DATE: 02/25/24

C-3 OF 4

- NOTES
- SEE SHEET C-2 FOR ROAD SECTION DETAILS AND NOTES
 - SEE SHEET C-4 FOR WATER LINE REALIGNMENT PLAN
 - SEE SHEETS XS-1 TO XS-13 FOR CROSS SECTIONS
 - ALL OFFSET DISTANCES ARE REFERENCED FROM REALIGNED CENTRALLINE

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS AND REGULATIONS PERTAINING TO Blasting Operations.



CIRCULAR
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T = 72.80
R = 72.48
L = 13.19
E = 30.35
M = 21.34

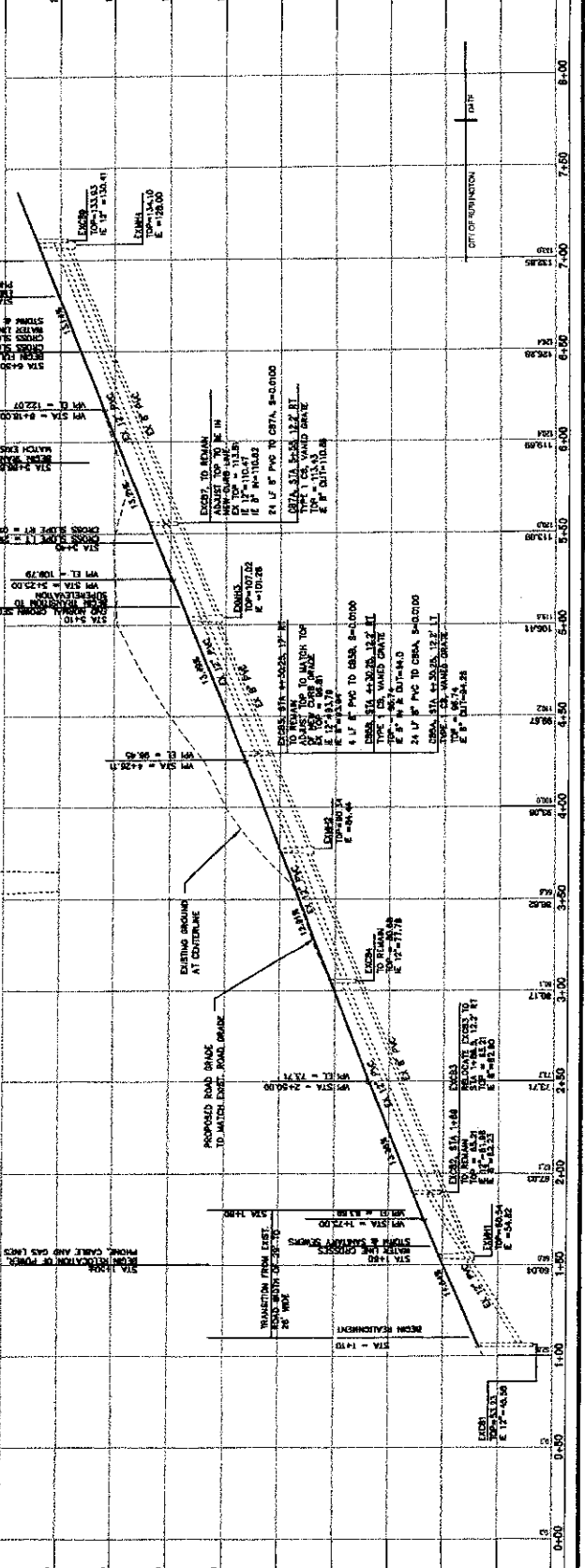
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CIRCULAR
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T = 72.80
R = 72.48
L = 13.19
E = 30.35
M = 21.34

CIRCULAR
D = 4075.80
T = 72.80
R = 72.48
L = 13.19
E = 30.35
M = 21.34

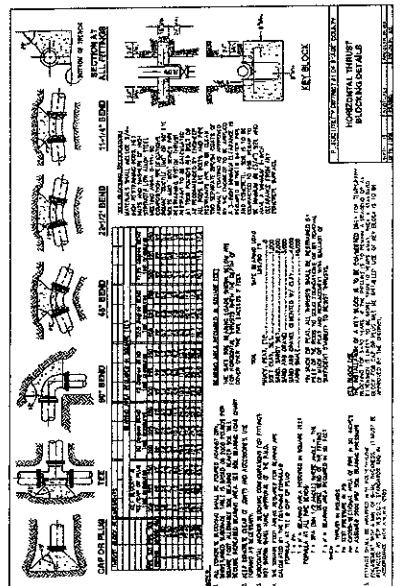
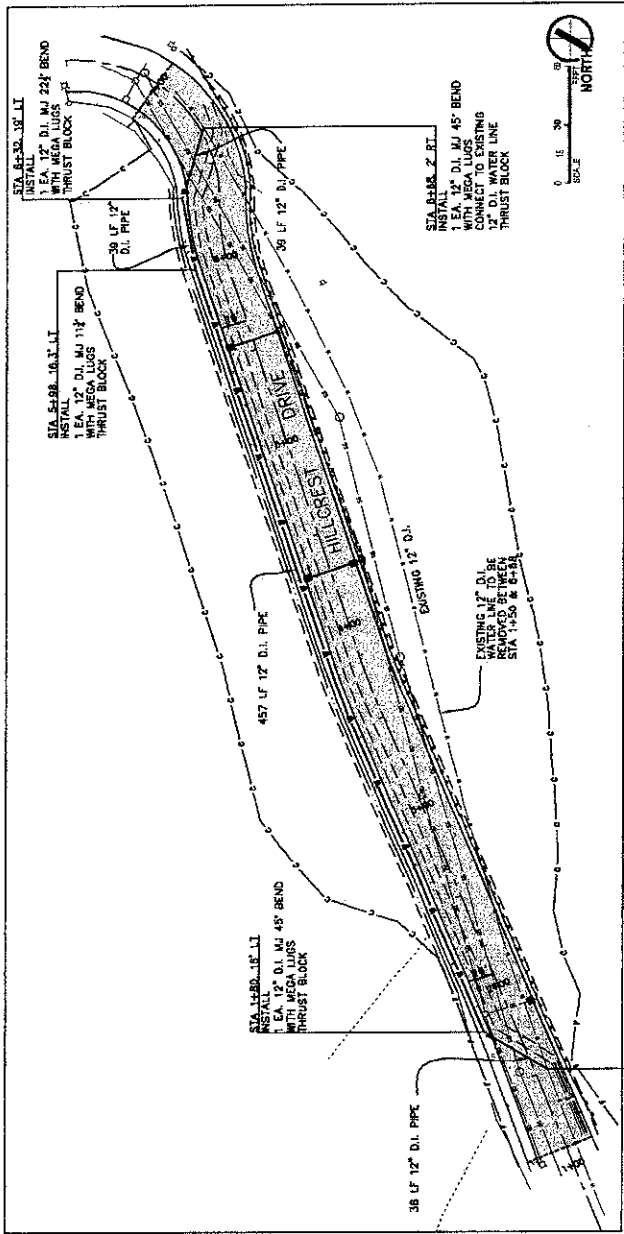
CIRCULAR
D = 4075.80
T = 72.80
R = 72.48
L = 13.19
E = 30.35
M = 21.34

CIRCULAR
D = 4075.80
T = 72.80
R = 72.48
L = 13.19
E = 30.35
M = 21.34



DISTRICT PLANS GENERAL NOTES

1. UNLESS SPECIFIED OTHERWISE, ALL MATERIALS TO BE USED SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE APPROVED BY THE DISTRICT ENGINEER. APPROVED MATERIALS SHALL BE LISTED IN THE DISTRICT SPECIFICATIONS AND SHALL BE USED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT ENGINEER AND THE DISTRICT BOARD OF PUBLIC WORKS PRIOR TO CONSTRUCTION.
3. ALL PERMITS NECESSARY FOR THE INSTALLATION OF THE DISTRICT WATER MAINS SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. ALL PERMITS SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
4. ALL MATERIALS SHALL BE DELIVERED TO THE DISTRICT ENGINEER'S OFFICE AND SHALL BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION. APPROVED MATERIALS SHALL BE LISTED IN THE DISTRICT SPECIFICATIONS AND SHALL BE USED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT ENGINEER AND THE DISTRICT BOARD OF PUBLIC WORKS PRIOR TO CONSTRUCTION.
6. ALL PERMITS NECESSARY FOR THE INSTALLATION OF THE DISTRICT WATER MAINS SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. ALL PERMITS SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
7. ALL VALVES TO BE REQUIRMENT SEATED GATE VALVES, AWWA C504 OR AWWA C500, WITH 150 LB. PRESSURE RATING AND 8" TO 24" SIZE. ALL VALVES SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS.
8. ALL VALVES TO BE REQUIRMENT SEATED GATE VALVES, AWWA C504 OR AWWA C500, WITH 150 LB. PRESSURE RATING AND 8" TO 24" SIZE. ALL VALVES SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS.
9. ALL VALVES TO BE REQUIRMENT SEATED GATE VALVES, AWWA C504 OR AWWA C500, WITH 150 LB. PRESSURE RATING AND 8" TO 24" SIZE. ALL VALVES SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS.
10. ALL VALVES TO BE REQUIRMENT SEATED GATE VALVES, AWWA C504 OR AWWA C500, WITH 150 LB. PRESSURE RATING AND 8" TO 24" SIZE. ALL VALVES SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS.
11. ALL VALVES TO BE REQUIRMENT SEATED GATE VALVES, AWWA C504 OR AWWA C500, WITH 150 LB. PRESSURE RATING AND 8" TO 24" SIZE. ALL VALVES SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS.
12. ALL VALVES TO BE REQUIRMENT SEATED GATE VALVES, AWWA C504 OR AWWA C500, WITH 150 LB. PRESSURE RATING AND 8" TO 24" SIZE. ALL VALVES SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS.
13. ALL VALVES TO BE REQUIRMENT SEATED GATE VALVES, AWWA C504 OR AWWA C500, WITH 150 LB. PRESSURE RATING AND 8" TO 24" SIZE. ALL VALVES SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS.
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20. ALL VALVES TO BE REQUIRMENT SEATED GATE VALVES, AWWA C504 OR AWWA C500, WITH 150 LB. PRESSURE RATING AND 8" TO 24" SIZE. ALL VALVES SHALL BE INSTALLED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS.



PROJECT CLIENT:
INVESTORS
PROPERTY
CONTRACT:
 DAN HADLING
 TEL: 360-855-0898 FAX: 360-855-0591
 6834 SUNSET DRIVE
 SEBROOKVILLE, WA 98289

LOCATED IN:
 CITY OF BURLINGTON, WA
 SECTION 7, TOWNSHIP 34 N, RANGE 4 E, W.M.

PROJECT TITLE:
HILLCREST DRIVE
REALIGNMENT

LEONARD, Boudinot,
& Skodje Inc.
 PROFESSIONAL ENGINEERS
 & LAND SURVEYORS
 600 East Third Street, Box 1029
 BURLINGTON, WA 98223
 TEL: 360-338-1111 FAX: 360-338-0991

CONSTRUCTION
 BET
 15. DATE: 05/07/2014

HILLCREST DRIVE
WATERLINE
RELOCATION
 SCALE: AS SHOWN
 DATE: 05/07/2014
 DRAWN BY: DAN HADLING
 CHECKED BY: DAN HADLING

C-4 OF 4

W.O.
 C.O.