

8/07/92
PM:BT

INTRODUCED BY: PAUL BARDEN

PROPOSED NO. 92-602

MOTION NO. 8778

1
2
3 A MOTION authorizing the Executive to enter
4 into a water connection agreement authorizing
5 the granting of a water line easement and a
6 bill of sale to Federal Way Water and Sewer
7 District to provide water and sewer service to
8 the Federal Way Health Center in Council
9 District No. 7.

10 WHEREAS, the King County office of capital planning and
11 development is in the process of obtaining the required permits
12 from the City of Federal Way for construction of the Federal Way
13 Health Center Building in Council District No. 7, and

14 WHEREAS, as a condition of providing water and sewer service
15 to this project, the Federal Way Water and Sewer District required
16 that King County enter into a water-loop system connection
17 agreement, and

18 WHEREAS, the connection agreement requires that King County
19 construct a portion of the water-loop system which is needed to
20 enhance the District's ability to provide fire protection and water
21 service to the commercial developments in this area, and

22 WHEREAS, when development occurs on properties lying north of
23 the Health Center and the Federal Way District Court Building, the
24 developers of these properties will be required by the District to
25 pay a latecomer's fee to King County, the terms of which are
26 defined in Federal Way Water and Sewer District Resolution No. 91-
27 591, and

28 WHEREAS, the office of capital planning and development has
29 requested that Federal Way Water and Sewer District operate and
30 maintain these facilities as part of their utility system, and

31 WHEREAS, the District requires that the connection agreement,
32 utility easement, and bill of sale be executed by King County prior
33 to the start of construction, and

WHEREAS, the office of capital planning and development and
the prosecuting attorney's office have reviewed and approved the
connection agreement, the water utility easement, and bill of sale

1 for conveyance of the water main and appurtenances to the District;

2 NOW, THEREFORE, BE IT MOVED by Council of King County:

3 The county executive is authorized to sign and deliver a
4 water-loop system connection agreement, a water utility easement,
5 and a bill of sale substantially in the form of attached Exhibits
6 A, B, and C, to Federal Way Water and Sewer District.

7 PASSED this 14th day of September, 1992.

8
9 KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

10
11 Audrey Inger
12 Chair

13 ATTEST:

14 Gerald A. Peterson
15 Clerk of the Council

After recording mail to:
Bocek & Pritchett
422 East Main
Auburn, WA 98002

King County Public Health Center
Agreement No. 91-232

Agreement

Connection and Easement

THIS AGREEMENT, entered into in duplicate between the Federal Way Water and Sewer District, King County, a municipal corporation of the State of Washington, hereinafter referred to as the "District", and King County, a political subdivision of the State of Washington, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the District operates and maintains a domestic water supply and sanitary sewer system within its boundaries which can serve property of Developer, and

WHEREAS, Developer desires to construct certain water mains and sewer mains and appurtenances, at its own cost, to serve Developer's property, for delivery to and operation by the District,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED that:

1. The land for which domestic water supply and sewer service is requested and to which this Agreement applies, is realty in King County, Washington, legally described on Exhibit "A", attached hereto and by this reference incorporated herein. By executing this Agreement, Developer represents and warrants that it is the owner of record of the above described property. If such representation of ownership is invalid, this Agreement shall be void. Developer agrees that the District may require Developer to furnish a title report for the property at Developer's expense.

2. At the time the Developer executes and delivers this signed Agreement to the District, the Developer shall pay reasonable charges as set forth in Resolution No. 91-591, attached as Exhibit "B", or any subsequent amendments thereto, which charges are more specifically described as follows:

	WATER	SEWER
Section B-AJ-2: Developer Extension Charge - Deposit against the District's administrative, inspection, engineering, legal, and other costs, including the cost of main cleaning prior to the acceptance, associated with the extension of water and sewer facilities.	<u>\$1,731.50</u>	<u>\$1,030.00</u>
(See subsections a & b below)		
Section C-AJ-3: Latecomers Administrative Fee to cover the District administrative cost for Latecomer pay back associated cost.	<u>\$ 240.00</u>	<u>\$ 0.00</u>
Section E: Right-of-Way construction to cover District's cost associated in the Right-of-Way Construction Permit for county permit.	<u>\$ 0.00</u>	<u>\$ 335.00</u>
Total	<u>\$1,971.00</u>	<u>\$1,365.00</u>

- a. These amounts shall be paid to the District contemporaneously with the signing of this agreement as a deposit against actual expenses, including all bacterial testing and sampling. The District shall determine, on a monthly basis, its actual costs associated with the project and shall submit to the Developer, if and at such time as its expenses exceed the deposit herein, a monthly invoice of such additional amounts as are due to repay the District for actual costs in excess of the amount previously collected. Payment shall be made within thirty days of the date of the invoice. In the event that the deposit exceeds the District's actual expenses, the District shall issue the Developer, at project closing, a refund of such unused amounts.
- b. The Developer Extension Charge deposit includes the expense of the District's review of preliminary plans, which review shall not in any way be deemed an approval of plans for construction purposes.

3. In the event this Agreement is not executed and returned, along with the above-referenced charges, within six months from the date of transmittal of same to the Developer, which date of transmittal is May 15, 1992, the Agreement shall be void and a new Developer Extension Application, along with application fees, will be required.

4. In the event work and construction described herein is not commenced within 6 months from the date plans and specifications have been approved, this Agreement shall be void and of no force or effect whatsoever. In the event that work has commenced within the time period specified herein, construction shall be completed on or before June 30, 1993. If construction is not completed by such date, this Agreement shall be void and of no force or effect whatsoever. It is agreed by the parties that time is of the essence in all matters relating to the performance of this Agreement.

5. The District's engineers shall review final plans and specifications for water main and sewer main construction to be performed by the Developer under this Agreement. If preliminary plans are not deemed acceptable by the District, Developer shall be obligated to revise the plans and specifications in accordance with design standards deemed acceptable by the District. After Developer has been notified in writing by the District that final plans and specifications have been approved, Developer and Developer's contractor shall meet with District representatives for a pre-construction conference before construction is commenced. The Developer shall submit mylar originals and duplicate reproducible mylar originals prior to or at the pre-construction conference.

6. Developer agrees that it shall be responsible for providing to the District accurate and reliable information concerning the actual location of the facilities constructed. At the conclusion of construction and prior to and as a condition of acceptance, the Developer's design engineer Anne Symonds & Associates or such other licensed engineer shall deliver to the District its certification that it has made periodic field investigations and measurements during construction and that the "as built" drawings submitted to the District are accurate and reliable. The Developer shall notify the District in writing of any substitution of the Developer's consulting engineer during the project.

7. In addition to all amounts payable by the Developer, as set forth herein, the Developer shall pay, prior to the pre-construction conference, the sum of \$2,425.50 as and for a charge in-lieu of assessment for water facilities previously constructed which provide direct benefit to Developer's property, or a portion of Developer's property, and for which District funds were used to fund or partially fund the construction, pursuant to and in accordance with the District Resolution No. 91-591, Section T.

8. The District will make application for King County or Federal Way Property Division "Right of Way and Construction Permit". Developer acknowledges familiarity with the provisions of such Right of Way Construction Permit and agrees that it or its contractor's failure to comply with any of the provisions of the permit shall entitle the District, in addition to the right to enforce any other remedy available to King County as the permitting party, to immediately stop all construction activity on the right-of-way, so long as the violation is permit-related, until the violation or violations have been eliminated and corrected to the satisfaction of the District, and state and county agencies as applicable, and the District should not be held liable for any damages, either direct or indirect, for the delay and expense of such work stoppage but for its sole negligence. Developer shall procure all other state and county licenses or permits.

9. In the event an easement is required over realty other than realty described in Paragraph No. 1 herein, such easement, in form acceptable to the District, together with title report or other sufficient proof of ownership of such realty, shall be delivered to the District prior to commencement of work. Developer shall be obligated to obtain a written release from any property owner across whose property construction is performed pursuant to the grant of an easement, sufficient to indicate that the site restoration on the easement is satisfactory and complete.

10. Prior to the commencement of work described herein, Developer shall deliver to the District a restoration performance bond in the sum of \$4,000,000, conditioned that Developer will restore to the satisfaction of the District, and state and county agencies as applicable, all work to be performed hereunder in public rights of way and District easements. Form and contents of bond shall be determined by the District.

11. Construction shall be performed in accordance with District approved plans and specifications and only under the supervision of workers or craftsmen experienced in the installation of water and sewer mains and the related work.

12. By execution of this Agreement, the District does not guarantee sanitary sewer service will be provided to realty described herein. In the event that any District facilities, such as lift stations, treatment plants and sewer trunk lines, become utilized beyond their design or approved capacity or become inoperable for any cause, the District reserves the right to refuse any connections which would use such facility until remedial action has been completed, and the District shall not be liable for any direct or consequential damages which occur to Developer arising out of such District refusal to connect or time delay necessary to take remedial action.

13. The District shall not be obligated to allow connection of any property designated in the King County Sewerage general Plan as "Non-local Service Area".

14. Each party shall indemnify and hold harmless the other party and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the party's own officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against either or both parties, the party or parties whose action or omissions gave rise to the claim shall defend the other party at its sole cost and expense; and if final judgment be rendered against the other party and its officers, agents, and employees, the party whose actions or omissions gave rise to the claim shall satisfy the same.

15. Developer shall notify the District the date work and construction described in this Agreement will commence, and said notice shall be given not less than 72 hours (not including Saturday, Sunday, or national holidays) prior to such date. No sewer and/or water facility shall be covered prior to inspection. After work is commenced, it shall vigorously, consistently, and in a first-class workmanlike manner be carried to completion. Developer shall maintain at the construction area at all times during construction, a representative to whom District notices may be given regarding construction. Said representative shall be designated in writing by the Developer before start of work. Developer may request inspections during construction upon a 2-day's notice to the District.

16. Testing of water and sewer facilities shall be performed as required by the District and only after satisfactory tests have been completed and witnessed by the District's designated agent, will the work be accepted. Developer agrees that at such time as the District has performed inspection of the water and sewer connection and has delivered an itemized punch list to Developer, that the project will be pursued to final completion, including the performance of all necessary site restoration.

17. Upon completion of construction, Developer or contractor shall deliver to the District a bond in the amount of ten percent (10%) of construction cost or \$5,000.00, whichever is greater, that a reliable contractor will make and pay for repairs necessary within one (1) year from the date of acceptance of said construction, arising from faulty labor or material. Form of bond is to be approved by attorney for the District at the District's sole cost. Developer shall also deliver Bill of Sale for sewer and water mains and appurtenances installed and constructed pursuant to this Agreement, together with permanent easements for their location in a form acceptable to the District. In the form of Exhibit B and C, hereto and made a part hereof.

18. Upon completion of construction, Developer shall submit for acceptance and approval to the District a statement of monies and/or other accounting of monies expended to perform construction described herein, together with such other engineering records and data as may be required by the District.

19. In the event Developer requests and the District provides water meters for the realty described herein, prior to District's acceptance of work, Developer agrees to be solely responsible for any loss or damage to such water meters or their installation, which occurs prior to said acceptance of work by the District.

20. Work and construction performed under this Agreement shall not be connected to the District's sewer or water system until all provision and requirements of this Agreements and District Resolution, on the part of Developer, have been fully complied with.

21. The District and Developer agree that in carrying out the terms of this contract, the Developer shall be acting as an independent contractor and in no respect shall Developer be deemed an agent of Federal Way Water and Sewer District.

22. Developer shall not assign this contract without the written consent of the District.

23. The District shall provide sanitary sewer service following District acceptance of the sanitary sewer mains and facilities for operation and maintenance and upon payment of the connection charges as set forth and in accordance with District Resolution No. 91-591. Connection charges shall consist of the Side Sewer Permit Fee and any other such charges levied in accordance with said District Resolution No. 91-591 or amendments thereto or any other applicable District Resolution at time of request for service and issuance of the side sewer service permit. The District acknowledges that the General Facilities Fee has been paid to the District as a portion of the assessment on the District's ULID No. 28 and that a credit for nine (9) Equivalent Residential Units per acre for the District's current Capital Facility Charge exists. Accordingly, Developer, or Developer's successors in interest, shall be obligated only for any excess level of facilities usage on the property above nine (9) Equivalent Residential Units per acre as determined by the District.

24. The District shall provide water service following the District's acceptance of the water distribution system for operation and maintenance and upon payment of the connection charges as set forth and in accordance with District Resolution No. 91-591. Said connection charges shall consist of the Capital Facilities Charge (SFC), Meter Installation Charge, Right-of-Way Construction Permit Fee, where applicable, and any other charge to be levied in accordance with said District Resolution No. 91-591 or amendments thereto are any other applicable District Resolution at time service is requested.

25. Partial waiver or waiver by acquiescence by the District of any provision or condition of this Agreement shall not be a waiver of any other provision or condition of this Agreement.

26. This Agreement shall constitute an easement and servitude upon the property described herein and shall be binding upon the heirs, assigns, and successors in interest to the Developer. This Agreement shall constitute an equitable lien against property described herein and in the event of nonperformance by Developer, as stated herein, the District may foreclose said lien in the manner authorized by law. In the form of Exhibit "B" hereto and made a part hereof.

27. This writing constitutes the full and only agreement between the parties, there being no promises, agreements, or understandings, written or oral, except as herein set forth, or as hereinafter may be amended in writing.

28. Upon execution of this Agreement, the parties agree in the event either of them is required to enforce any provision or provisions of this Agreement against the other, that the prevailing party shall be entitled, in addition to all other amounts to which it is otherwise entitled by this Agreement, to its actual attorney's fees and costs, including those incurred on appeal.

WITNESS our hands and seals.

King County

Federal Way Water and Sewer District,
King County, Washington

By _____

Director of Engineering

Title: _____

Date: _____

Dated: _____

STATE OF WASHINGTON

SS:

County of King

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that _____ was authorized to
execute the instrument and acknowledge it as the _____ of King
County Office of Capital Planning to be free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

Dated: _____

Notary Public

Title

My appointment expires _____

APPROVED AS TO FORM:

BY: [Signature]

DATE: 17 July 92

Exhibit "A"

Lots 7 and 8, Secoma Business Park, according to plat recorded in Volume 113 of Plats, Pages 37, 38, 39, and 40, records of King County, Washington.

UTILITY EASEMENT

THIS INDENTURE made this _____ day of _____, 1992, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and Federal Way Water and Sewer District, a municipal corporation of King County, Washington, hereinafter called the Grantee.

W I T N E S S E T H

WHEREAS, that Grantor, for and in consideration of One Dollar or other valuable consideration, the receipt of which is hereby acknowledged, hereby conveys to the Grantee an easement for water facilities and all appurtenances related thereto through, over, and across the following described real property:

An easement area being 15 feet in width with 5 feet lying North of the centerline, and 10 feet lying South of the following described centerline:

Beginning at the Northwest corner of Lot 6 of West Campus, Campus Office Park, Volume 95 - 50/33; thence South along the West line of said lot to a point 18.75 feet to the True Point of Beginning; thence North 79 degrees East, 93.75 feet to the North boundary of Lot 5 of said subdivision. ALL being located in the Southeast corner of Section 17, Township 21 North, Range 4 East, W. M., King County, Washington.

Grantee and its agents, designees, or assigns shall have the right, without prior institution of any suit or proceeding at law, and without prior notice to Grantor, at such time as Grantee deems necessary to enter upon said property, by foot or vehicle, for the installation, repair, reconstruction, or maintenance of water facilities and appurtenances without incurring any legal obligation or liability therefore, provided that such shall be accomplished in a manner that existing private improvements shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they will be replaced or repaired as nearly as is practicable to as good a condition as they were immediately before the property was entered upon by the Grantee.

Grantor hereby agrees that no building, wall, rockery, trees, or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said easement area. No excavation shall be made within three feet of said sewer service facilities, and the surface level of the ground within the easement area shall be maintained at the elevation as currently existing. In the event that this provision is violated, the Grantee shall have the right to require removal of any such structure and same shall be accomplished within a reasonable period of time and at Grantor's expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

Grantor additionally grants to the Grantee, its agents, designees or assigns, the use of such additional area immediately adjacent to said easement area as shall be required for the construction, reconstruction, maintenance, and operation of said sewer service facilities. The use of such additional area shall be held to a reasonable minimum and be returned to the condition existing immediately before the property was entered upon by Grantee or its agents.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned party of the first part, hereafter designated "Vendor" for good and valuable consideration do by these presents grant, bargain, sell and deliver unto FEDERAL WAY WATER AND SEWER of King County, Washington, party of the second part, hereafter designated as "Vendee", the following described personal property, to wit:

Mains, for which the cost was \$ 27,000.00 _____.

Service lines for which the cost was \$ _____.

Hydrants, for which the cost was \$ 4700.00 _____.

and that the cost of Engineering was \$ 3000.00 _____, located on the real property described on Exhibit "A", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the Vendee, its successors and assigns forever. And the Vendor, jointly and severally, and their respective successors and assigns, covenant and agree to and with the Vendee, its successors and assigns, that the Vendor is the Owner of said property, and has good right and authority to sell the same and that it will, and does hereby warrant and agree to defend the sale thereof hereby made unto the Vendee, its successors and assigns, against all and every person or persons whomsoever, lawfully claiming or to claim the same.

Vendor further guarantees that the said facilities are fit for purposes intended, i.e., as for use as a water distribution system including distribution and supply lines adequate for the service intended.

IN WITNESS WHEREOF, Vendor has hereunto set their hand this _____ day of _____, 19_____.

STATE OF WASHINGTON)
County of King) ss.

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the _____ and _____ of _____ to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: _____.

Title

My appointment expires _____

FEDERAL VAY HEALTH CENTER

SITE PLAN

FLXFLXMJ
W/BLOCKING
1-8" ADAPTOR, FLXMJ
2-8" G.V., MUXFL
PROPERTY LINE

N399.43'
E45.94'

F 8" W

CONCRETE
AND 8"
CONNECT
8" TEE

N378.06
E67.30

BEND FLXFL
ONC. BLOCKING

8" X 8" X 6" TEE
MJXMJXFL
W/BLOCKING

FRD. REBAR & CAP
7.5 156.50'
0.362% x 0.08'E

WATER MAIN LINE
AND
EASEMENT AREA

97LF 8" W

109LF 8" W

141LF 8" W

N374.68
E273.93

FH ASSY

139LF 8" W
(INSTALLED BY DISTRICT)

FF = 328.50

N398.44
E414.40

N 015.65' E
258.00



TRENCH DRAIN
45° BEND (MJXMJ)
W/CONC. BLOCKING

72 LF 3" CWTT

90° BEND (MJXMJ)
W/CONC. BLOCKING

5' SANITARY SEWER EOM

60LF 8" W

336.65'

TYPE
TE = 322.05
318.25 ~ 12' CMP. NE
315.50 ~ 12' CMP. E
312.50 ~ 12' CMP. S
TE = 312.00 ~ 12' NE

TE = 322.29
TE = 318.02 ~ 12' CMP. SW

ASE COORDII
16, E101.69