

August 5, 1992

PM:BT:jl

Introduced By: PAUL BARDEN

Proposed No: 92-611

MOTION NO. 8779

A MOTION authorizing the executive to enter into a water connection agreement authorizing the granting of a water line easement and bill of sale to Federal Way Water and Sewer District to provide adequate water service to King County's Federal Way District Court Facility and the Federal Way Health Center in Council District No. 7.

WHEREAS, during the course of renovation of the Federal Way District Court Building in Council District No. 7, the Federal Way Water and Sewer District required, as a condition of providing service, that the county enter into a connection agreement, utility easement, and bill of sale for conveyance of the pipes and other appurtenances to the District, and

WHEREAS, the connection agreement allows the District to construct a portion of a water loop system which is needed to improve the district's overall fire protection capability and to provide a more adequate water supply for the commercial development in the area, and

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

WHEREAS, as a part of the development of the Federal Way Health Center, a major portion of the loop system will be constructed in order to provide water service to that project, and

WHEREAS, the District requires that a connection agreement, utility easement, and bill of sale be executed by King County prior to the provision of water service to the Federal Way Health Center, and

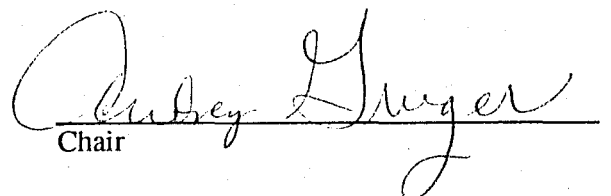
WHEREAS, the office of capital planning and development has reviewed and approved the agreement and asks that King County enter into a connection agreement, grant a water utility easement, and convey the water main and appurtenances by a bill of sale to the District;

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

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

PASSED this 14th day of September, 1992.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

CONNECTION AGREEMENT

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 "Applicant".

WITNESSETH:

WHEREAS, the Applicant requests permission to make connection to a District water main for the purpose of a hydrant installation, and

WHEREAS, Applicant desires to install certain appurtenances at its own cost to serve Applicant's property, for delivery to and operation by the District;

NOW, THEREFORE, IT IS HEREBY AGREED that:

1. The land for which said connection is requested and to which this Agreement applies, is realty in King County, Washington, legally described as follows:

Lot 3 of the Plat of West Campus Office Park Division 2 as recorded in Volume 103, pages 14 and 15, records of King County, Washington.

2. Notice to the District that construction is ready for inspection shall be given not less than 24 hours prior to requested inspection date. Applicant 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 Applicant before the start of work. In the event of change of Applicant's designated job representative, then the District shall be immediately notified.

3. Applicant shall notify the District the date work and construction described in this Agreement will commence, and said notice shall be given not less than two (2) working weekdays before said commencement date. After work is commenced, it shall vigorously, consistently and in a first-class workmanlike manner be carried to completion. Every effort shall be made to complete said work within one year of notification or unless a new completion

date is mutually agreed upon by the parties.

4. Applicant may prepare and call for bids for construction described herein, however, construction shall be performed by and under the supervision of only workers or craftsmen experienced in the installation of water mains and the related work.

5. Applicant acknowledges that the District's standards for water main extensions as construed under the District's Comprehensive Plan, require that the connections with existing mains be designed to avoid end-points in the system. The District agrees to allow the Applicant to terminate the water system within the property pursuant to approved plan. If further development occurs on the adjoining property to the north or east and the District requires the extension of the loop system line to one of these properties, the Applicant shall be required to start construction of the loop system line extension to one of the properties, but not both within one year of notification by the District.

The Applicant hereby notifies the District of its intent to develop the adjoining property to the southeast (Secoma Business Park, Lots 7 and 8) for a King County Public Health Center (Permit Review File Number BLA-91-0010), and to fulfill its obligation to extend the loop system line to one of the adjoining properties by extending it to the Health Center site.

If the Applicant is unable to construct the line on a schedule agreed upon by both parties at the time of notification, the District may assume responsibility for its construction. In this case, upon completion of the work, the District will submit an invoice to the Applicant documenting design and construction costs including Washington State Sales Tax which will be paid by the Applicant if all costs are reasonable and verifiable. The Applicant shall pay the bill for the installation of this line within 180 days of notification by the District and completion of the construction work.

6. Applicant agrees that at such time as the District has performed inspection of the water connection and has delivered an itemized punch list to Applicant, that the project will be pursued to final completion, including the performance of all necessary site restoration.

7. Applicant agrees to perform work in accordance with District standards and regulations and to immediately stop work to insure proper installation when requested by District representative.

8. Testing of water 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.

9. Applicant will pay, at the time of execution of this Agreement, the sum of \$1,000.00 as a charge for District's costs for time, materials, overhead, engineering design or review, state and county charges, and District's legal fees. This amount is paid to the District 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 Applicant, 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 to the Applicant, at project closing, a refund of such unused amounts.

10. Applicant agrees that it shall be responsible for providing to the District accurate and reliable information concerning the actual location of the facilities constructed. In furtherance of this obligation, Applicant shall procure from its design engineer or such other licensed engineer that will be consulting on the construction phase of the project, a written statement, which shall be submitted to the District prior to the pre-construction conference, warranting and guaranteeing that accurate data will be collected during construction of the facilities to enable the engineer to submit actual and reliable "as built" locations to the District. At the conclusion of construction and prior to and as a condition of acceptance, the 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.

11. Upon completion of that portion of the loop system construction covered by this Agreement, the Applicant shall deliver to the District a performance bond in the amount of ten percent (10%) of the construction cost, or \$1,000.00, whichever is greater, that requires payment for any necessary repair arising from faulty labor or materials within one year of the District's acceptance of the facilities. The form of the bond shall be approved by the District and the Applicant.

12. The parties agree that in the event construction under this Agreement is not completed by the Applicant, the District shall have the right to elect, in addition to any other remedy provided herein, to enter the premises and to complete the construction described herein. In such event, the District shall submit, following completion of such construction, a bill to Applicant indicating the charge for completion of construction, which shall be paid immediately thereafter. In the event the Applicant fails to make the required payment, the District has the right to file claim against the Applicant in order to obtain compensation of payment paid by the District.

13. The Applicant and its agents agree to indemnify and hold the District harmless from any and all claims which may be assessed against the District as a result of the construction or maintenance of the work described in this Agreement prior to acceptance by the District. King County will issue and provide to the District a certificate of self-insurance. If the District completes the work, the County shall be named as an additional insured on its policy prior to commencing work on said property. If the County hires a contractor to complete work, King County will require the contractor to name the District as an additional insured prior to

commencing any work on said property. Insurance coverage for the work shall be a general liability policy with limits of no less than \$1 Million per occurrence for bodily injury or property damage.

14. The District and Applicant agree that in carrying out the terms of this contract, the Applicant shall be acting as an independent contractor and in no respect shall be deemed an agent of the District.

15. Applicant shall not assign this contract without the written consent of the District, which such consent shall not be unreasonably withheld.

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

17. The Applicant shall deliver a Bill of Sale for the water main and other appurtenances installed and constructed pursuant to this Agreement together with a permanent easement for this location in a form acceptable to the District and the Applicant upon acceptance of said facilities by the District, subject to County Council approval.

18. 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 Applicant. In the event of nonperformance by Applicant, as stated herein, the District may file claim against Applicant in order to obtain compensation payment.

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19. This Agreement constitutes the entire agreement between the parties, there being no promises, agreements or understandings, written or oral, except as herein set forth, or hereafter, unless amended when mutually agreed upon in writing.

20. The District and Applicant, herein, by accepting and recording this Connection Agreement, mutually agree to those terms and conditions described in detail within said Agreement, hereinafter referred to as "The Connection Agreement."

WITNESS our hands and seals.

King County

Federal Way Water and Sewer
District, King County,
Washington

Title: _____

Director of Engineering

Date: _____

Dated: _____

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:

A line extending North 1' East from the common boundary of Lots 1 and 2 of West Campus Business Office Park, Volume 95 - 50/33 thence North 90' East, 70 feet to the True Point of Beginning; thence North 90' East 13 feet; thence North 75' East 145 feet; thence South 44' East 30 feet; thence North 90' East 40 feet to the East boundary of Lot 3 of the referenced plat; TOGETHER with an area along North and East 10 feet of the North 130 feet of said Lot 3, ALL being located in the SE 1/4 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 \$ 3,500.00 .

Service lines for which the cost was \$ _____ .

Hydrants, for which the cost was \$ 1,500.00 .

and that the cost of Engineering was \$ 500.00 , 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 _____

