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SERVICE CONNECTION AGREEMENT

City of Woodinville Public Works Facility  
Water Main Abandonment

This Service Connection Agreement ("Agreement") between the Woodinville Water District, a special purpose municipal corporation ("District") and the City of Woodinville, a Washington municipal corporation, ("Developer") is effective on the date executed by the District.

The District shall allow the Developer to abandon/remove approximately 100' of 8" DI Water Main, 1 Fire Hydrant and Appurtenances, as described herein, from the District's water system and thereafter continue to provide utility service to Developer's property, provided that the Developer shall abandon/remove the infrastructure according to the following terms and conditions:

A. Description of the Project:

1. The Developer shall abandon/remove approximately 100' of 8" DI Water Main, 1 Fire Hydrant and Appurtenances (collectively the "Project") serving a property located at 19900 144<sup>th</sup> Avenue NE, PIN 0326059101 ("Property"), as preliminarily shown on Exhibit A.

B. The Developer shall pay to the District the following fees and deposits before any District work on the Project commences:

1. An administration fee in the amount of \$2,000.00.
2. An initial deposit of \$3,000.00. Of this amount, \$1,000.00 will be used for design review by the District's Engineering staff. The remainder, \$2,000.00, will be used for construction engineering, inspection, permits, meetings and updating of District maps upon completion of the Project.

C. General Terms and Conditions.

1. Before construction, the Developer and the Developer's contractor shall attend a preconstruction conference at the District office.
2. Before beginning of work, the Developer shall have all lot corners of the Property set by a professional land surveyor registered in the State of Washington.
3. Developer shall provide Commercial General Liability Insurance and Commercial Automobile Insurance on an occurrence basis, and Workers Compensation insurance. The Developer's insurance shall be primary to the District's insurance. The liability and property damage insurance shall cover all work under this Agreement, including that done by the general contractor and subcontractors, and the Developer shall provide the District with written evidence thereof and required endorsements. The

insurance shall name the District and Engineer as named insured's by endorsement form acceptable to the District and shall be primary coverage with any insurance carried by the District which shall be non-contributory. The insurance shall be for not less than the following amounts:

General Aggregate	\$2 million
Products - Comp/OPS Aggregate	\$2 million
Personal Injury	\$2 million
Each Occurrence	\$2 million
Automobile Liability	\$2 million

Evidence of insurance shall be provided to the District before the preconstruction meeting.

4. All easements, including the modification of existing easements, shall be obtained or provided by the Developer in a form satisfactory to the District without cost to the District. Executed copies of off-site easements shall be delivered to the District before the preconstruction conference. Other easements shall be delivered to the District before acceptance. The Developer shall provide the District's Engineers with supporting data to verify the location of all easements. All easements shall be a minimum of fifteen (15) feet in width for water system extension and twenty (20) feet for sewer system extension, and shall be clearly written in a manner that the easement can be plotted from the description. Developer shall upon request provide the District satisfactory title insurance insuring without exception the District's interest in all easements conveyed to the District.

Permanent easements shall be conveyed to the District free of any permanent structures or other structures which interfere with District maintenance and repair responsibilities. Developer further covenants and agrees not to construct or install such structures on or near the easement after District has accepted the extension.

D. The Developer agrees to protect, defend and indemnify the District, its officers, officials, employees and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages, arising out of or in any way resulting from the default, failure of performance, or negligent conduct associated with the installation of the service connection by the Developer, its employees, subcontractors or agents.

The Developer 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 The Developer's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the District only, and only to the extent necessary to provide the District with a full and complete indemnity of claims made by the Developer's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

