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I2014-106

City of Sammamish

AGREEMENT PERMITTING CONSTRUCTION OF SERVICE(S)/STUB(S)
Northeast Sammamish Sewer and Water District

THIS AGREEMENT is made and entered into between NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT OF KING COUNTY ("District"), a municipal corporation, and CITY OF SAMMAMISH ("Owner"), a Washington a municipal corporation:

RECITALS:

A. Whereas the undersigned Owner desires to construct one or more water services or sewer stubs or tees (collectively "Stub") to be connected to a District sewer and/or water line of District located in City of Sammamish("City") right-of-way in order to provide utility service to Owner's property and District agrees to allow such connection on the following terms and conditions. Now, therefore,

The parties hereto do hereby agree as follows:

1. Permission. Upon payment of the fee and deposit required in section 3 below, Owner may construct the Stub and connect the Stub to District's sewer and/or water main in strict accordance with the Permit and the terms and conditions of this Agreement.

a. Construction. All construction shall strictly conform to District's standards and specifications. Owner acknowledges receipt of a copy of the same. All construction shall be subject to inspection by District and shall remain uncovered until the inspection is completed.

b. Approved Contractors. The construction will only be performed by a contractor approved by the District. Contractor must file an insurance certificate with District in the face amount of One Million Dollars (\$1,000,000) (occurrence basis general liability) naming the District, City of Sammamish, and the Water & Sewer Risk Management Pool as additional named insureds.

2. Indemnity. Owner agrees to defend, indemnify, and hold District harmless from all claims and liabilities arising out of ~~1) the construction permitted under this agreement; 2) all acts~~ and omissions of the contractor installing the Stub; and 3) all other claims and liabilities arising from or out of the construction of the Stub except to the extent caused by District's sole negligence.

In the event City requires or demands that District perform restoration or any other work in conjunction with the construction of the Stub, and Owner fails to complete the same within forty-eight (48) hours of facsimile or telephone notice to Owner at the telephone and fax numbers set forth below, District may complete the same at Owner's expense and Owner shall pay District the total costs of such work upon billing by District.

3. Fees and Costs. Owner agrees to:

a. Pay all District costs incurred by District in conjunction with this agreement including without limitation, all inspection costs, legal and engineering costs; and

b. Promptly remit payment on costs invoiced by the District. Costs are estimated to be approximately \$3,500.

4. Bill of Sale. Upon completion of construction, Owner will transfer, in a form acceptable to District, the service, stub or tee to District without cost or other condition. Owner will provide District of an accounting of the cost of the facilities being transferred.

5. Commencement and completion. Owner agrees that the project will start on or before **August 1, 2014** and be completed on or before **March 1, 2015**. If construction of the Stub is not completed before such date, no further construction shall occur until an extension, with conditions as District determines in its sole discretion, is granted or a new agreement is executed.

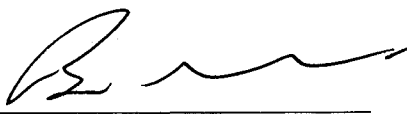
6. Status. The parties shall not be construed to be partners, joint ventures, or agents of each other for any purpose. District shall have no liability to any contractor, subcontractor or materialman.

7. Agreement. This Agreement 1) represents the entire agreement of the parties hereto; 2) may not be modified except in writing signed by both parties; and 3) may not be waived by District, in whole or in part, except in writing.

8. Warranty. Before commencing construction, Owner warrants the Stub and all workmanship and materials utilized in its construction for a period of two years from the date of its acceptance by District.

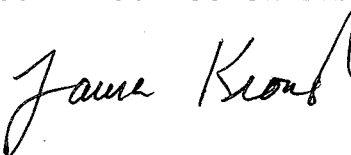
DATED this 4th day of June, 2014.

Owner
City of Sammamish

By 

Title: City Manager

Northeast Sammamish Sewer and
Water District of King County

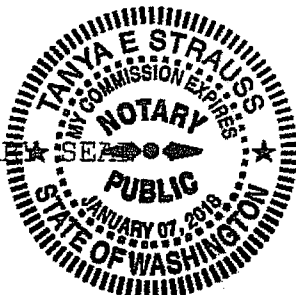
By 

General Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 4th day of June, 2014, before me personally appeared Janice Keck, to me known to be the General Manager of Northeast Sammamish Sewer and Water District of King county that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporation seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

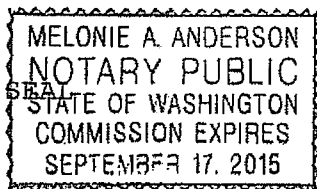


Tanya E. Straus
NOTARY PUBLIC in and for the
State of Washington, residing at
Snohomish WA
My Appointment Expires 1/7/2018.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 4th day of June, 2014, before me personally appeared Ben Yazici, to me known to be the City Manager of City of Sammamish the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



NOTARY PUBLIC in and for the
State of Washington, residing at
Melonie Anderson
My Appointment Expires 9/17/2015

STATE OF WASHINGTON)
) ss
COUNTY OF KING)