

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 11-2-2A

**RESOLUTION AUTHORIZING AN INDEMNITY AGREEMENT BETWEEN
SOUTHWEST SUBURBAN SEWER DISTRICT AND HIGHLINE WATER DISTRICT
FOR MAPLEWILD AVENUE SW EMERGENCY REPAIR**

WHEREAS, during a November 2010 storm event, the slope behind a house located at 16705 Maplewild Avenue SW, Burien, Washington, eroded and pushed the house off of its foundation. The City of Burien subsequently posted the home as being unsafe for occupancy and SWSSD terminated service to this house by capping the side sewer line at the foundation and wye.

WHEREAS, the sewer stub that serves the house at 16705 Maplewild Avenue SW also serves the house located at 16703 Maplewild Avenue SW (referred to herein as the "Sewer Stub"). This Sewer Stub was also damaged which required the property owners at 16703 Maplewild Avenue SW to undertake emergency repairs through the use of a private contractor.

WHEREAS, SWSSD recently determined that the Sewer Stub serving the house at 16703 Maplewild Avenue SW has a hole that is allowing salt water from the Puget Sound to enter SWSSD's sewer system at high tide. Repairs to the hole in the Sewer Stub are not possible because the hole is located underneath a set of concrete stairs which are part of a larger bulkhead structure supporting the house that was damaged during the November storm event.

WHEREAS, after exploring a number of alternatives, SWSSD has determined that it is necessary to perform emergency repairs that will re-route sewer flows to a new gravity sewer stub to serve the two properties that will be constructed down "Indian Trail" which is a narrow corridor that already contains utilities serving homes in the area, including a water line owned by HWD.

WHEREAS, due to the narrow nature of Indian Trail, it is not possible to achieve the desired ten feet of vertical and horizontal pipeline separation between SWSSD and HWD facilities and the SWSSD sewer stub will need to be constructed in closer proximity to HWD's water line.

WHEREAS, HWD has agreed to allow SWSSD to construct a new sewer stub adjacent to its existing water line, under the terms and conditions set forth in the Agreement.

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions relating to SWSSD's construction of a new sewer stub.

NOW THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized to enter into an Indemnity Agreement (attached hereto as Exhibit A and incorporated herein by this reference) with Southwest Suburban Sewer District (SWSSD) for an emergency repair at Maplewild Avenue Southwest.

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 11-2-2A

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at a Regular Open Public Meeting held this **2nd** day of **February 2011**.

BOARD OF COMMISSIONERS


Gerald R. Guite, President


Vince Koester, Secretary


Daniel Johnson, Commissioner


George Landon, Commissioner


Kathleen Quong-Vermeire, Commissioner

**MAPLEWILD AVENUE SW EMERGENCY REPAIR
AND INDEMNITY AGREEMENT**

This Agreement ("Agreement") is made and entered into this _____ day of January, 2011 by and between the **Southwest Suburban Sewer District**, a municipal corporation ("SWSSD"), and **Highline Water District**, a Washington municipal corporation ("HWD") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

SECTION 1: RECITALS

1.1 During a November 2010 storm event, the slope behind a house located at 16705 Maplewild Avenue SW, Burien, Washington, eroded and pushed the house off of its foundation. The City of Burien subsequently posted the home as being unsafe for occupancy and SWSSD terminated service to this house by capping the side sewer line at the foundation and wye.

1.2 The sewer stub that serves the house at 16705 Maplewild Avenue SW also serves the house located at 16703 Maplewild Avenue SW (referred to herein as the "Sewer Stub"). This Sewer Stub was also damaged which required the property owners at 16703 Maplewild Avenue SW to undertake emergency repairs through the use of a private contractor.

1.3 SWSSD recently determined that the Sewer Stub serving the house at 16703 Maplewild Avenue SW has a hole that is allowing salt water from the Puget Sound to enter SWSSD's sewer system at high tide. Repairs to the hole in the Sewer Stub are not possible because the hole is located underneath a set of concrete stairs which are part of a larger bulkhead structure supporting the house that was damaged during the November storm event.

1.4 After exploring a number of alternatives, SWSSD has determined that it is necessary to perform emergency repairs that will re-route sewer flows to a new gravity sewer line that will be constructed down "Indian Trail" which is a narrow corridor that already contains utilities serving homes in the area, including a water line owned by HWD.

1.5 Due to the narrow nature of Indian Trail, it is not possible to achieve the desired vertical and horizontal pipeline separation between SWSSD and HWD facilities and the SWSSD sewer line will need to be constructed in close proximity to HWD's water line.

1.6 HWD has agreed to allow SWSSD to construct a new sewer line adjacent to its existing water line, under the terms and conditions set forth in the Agreement.

1.7 The Parties desire to enter into this Agreement in order to set forth the terms and conditions relating to SWSSD's construction of a new sewer line.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION 2: SPECIFICATIONS FOR THE WORK

2.1 The foregoing recitals are hereby incorporated into this Agreement as if fully set forth herein.

2.2 The work to be performed by SWSSD through its employees, agents or contractors shall comply with the following specifications and requirements:

2.2.1 SWSSD will provide the maximum vertical/horizontal separation between the sewer and water facilities that the site conditions will reasonably accommodate;

2.2.2 SWSSD will use a continuous, SDR 17 HDPE fuse welded pipe;

2.2.3 SWSSD will provide some type of secondary containment be installed around the sewer pipe. The containment may be a PVC liner or some other type of fused wrap, as designed by SWSSD's engineer. The intent of this secondary containment is to attempt to meet the intent of the Department of Health's separation standards;

2.2.4 HWD will have an opportunity to review and comment on the design prepared by SWSSD's engineer; and

2.2.5 SWSSD may use a small trenching machine to excavate a trench for a sewer line, provided that the use of such machinery will not be allowed in areas where it poses an unreasonable risk of damage to HWD's water line and/or services as located by HWD, or where the use of a trenching machine will destabilize the hillside. In such cases, hand excavating will be utilized.

SECTION 3: INDEMNIFICATION AND HOLD HARMLESS

3.1 SWSSD agrees to protect, defend, and indemnify HWD, its officers, officials, employees, and agents from any and all costs, claims, judgments and/or awards of damages resulting from injury or damage to HWD's water facilities, or contamination of HWD's water supply, arising from or related to the installation of SWSSD's sewer line by SWSSD, its employees, agents or contractors. SWSSD 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 SWSSD's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect the other Party only, and only to the extent necessary to provide HWD with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

3.2 SWSSD further agrees to hold HWD harmless from any and all injury or damage to SWSSD's sewer line that may result from a future failure of HWD's water line, except for failures caused by the gross negligence or intentional conduct of HWD, or its employees or agents.

3.3 The Parties understand and acknowledge that future repairs to, or replacements of, HWD's water line may be more difficult due to the close proximity of the sewer and water lines. Further, the close proximity of the sewer and water lines increases the risk that damage could occur to SWSSD's sewer line during the repair or replacement of HWD's water lines. SWSSD agrees to hold HWD harmless from any and all injury or damage to SWSSD's sewer line which may result during the repair or replacement of HWD's water line in the future, except for failures caused by the gross negligence or intentional conduct of HWD, or its employees or agents.

3.4 When work to repair or replace the water or sewer lines is required in the future, the Parties agree to cooperate with each other in order to develop and implement project plans and designs, including appropriate sewer or water facility protection measures, which are intended to minimize the risk of damage to the adjacent sewer or water facilities.

3.5 Nothing in this Section 3 shall be interpreted to require either Party to indemnify the other Party from and against damages resulting from "Acts of God" or the acts of third parties located above or adjacent to the project site that result in a landslide or other condition which damages all sewer lines, water lines and other utilities located in the Indian Trail corridor.

SWSSD:

HWD:

SOUTHWEST SUBURBAN SEWER DISTRICT

HIGHLINE WATER DISTRICT

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

Agenda Item No.: 5.1
Agenda Date: 2/2/2011
Reviewed By: M.E.

SUBJECT: Authorize Indemnity Agreement with Southwest Suburban Sewer District (SWSSD)
SWSSD Emergency Repair – New Gravity Sewer Line @ Maplewild Ave SW (Indian Trail)

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL			
<i>Expenditures?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Budgeted?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Amount:</i> \$ _____			

ATTACHMENTS:

1. Resolution
2. Indemnity Agreement

COMMENTS:

SWSSD has determined that it is necessary to perform emergency repairs that will re-route sewer flows from two lots into a new gravity sewer stub that would be constructed down "Indian Trail" which is a narrow corridor that already contains utilities serving homes in the area, including a water line owned by HWD.

HWD has agreed to allow SWSSD to construct a new sewer stub adjacent to its existing water line, under the terms and conditions set forth in the Agreement (attached to Resolution 11-2-2A as Exhibit A).

Staff recommends approval of this resolution.