

WATER PIPE OVERSIZING AGREEMENT

THIS AGREEMENT made and entered into this ~~19th~~²⁰ day of March, 2007, by and between the CITY OF RICHLAND, WASHINGTON, a municipal corporation hereinafter referred to as "City", and AMEC Earth & Environmental, Inc., hereinafter referred to as "Developer".

WHEREAS, Developer is constructing a domestic water transmission line within the Horn Rapids Road corridor, and

WHEREAS, Developer is required to install 8-inch ductile iron water mains to supply domestic water and fire protection to his site located at 3015 Horn Rapids Road, and

WHEREAS, the City wishes to enlarge the main water lines within Horn Rapids Road in order to improve the City's water distribution system and be in accordance with the City's Water System Plan, and

WHEREAS, this oversized water main will benefit all City water users within the Horn Rapids water pressure zone and is not for the specific benefit of this development, NOW, THEREFORE,

THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1: That Developer will install approximately 1,964 linear feet of 16-inch ductile iron water main within Horn Rapids Road in accordance with the construction plans for AMEC, Earth & Environmental, Inc. approved by the City on October 24, 2006.

Section 2: It is further agreed between the parties that upon completion of the water main installation and acceptance by the City, the City will own, operate and maintain the water main as part of the City's water distribution system.

Section 3: It is further agreed between the parties that the total oversizing costs incurred by Developer is \$48,755.35, based on actual construction prices.

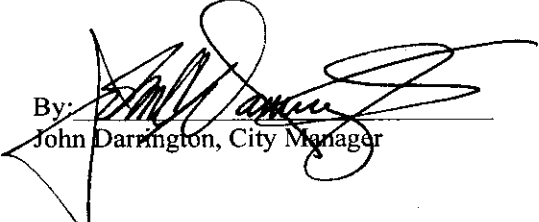
Section 4: It is further agreed between the parties that the City will reimburse Developer a total amount of \$48,755.35 for the costs to oversize the water main within Horn Rapids Road from 8-inch ductile iron to 16-inch ductile iron.

Section 5: It is further agreed between the parties that during the installation of the water main and until the water main is accepted by the City, Developer hereby agrees to hold the City of Richland harmless and indemnify the City, it's officers, employees, and agents from any and all liability which may accrue as a result of damages or injury created by the installation of this water main, except damages or injury caused by the sole negligence of the City.

IN WITNESS WHEREOF the parties have executed this agreement at Richland, Washington, the day and year first written above.

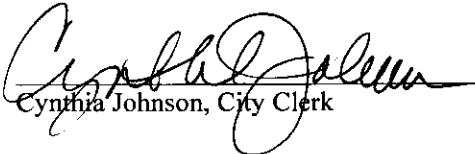
CITY OF RICHLAND

AMEC, Earth & Environmental, Inc.

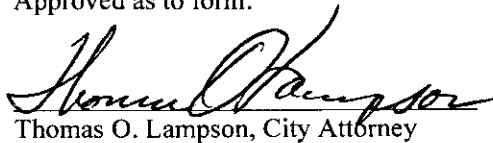
By: 
John Darrington, City Manager

By: BE Campbell
Title: Business Unit Manager - AMEC

Attest:


Cynthia Johnson, City Clerk

Approved as to form:


Thomas O. Lampson, City Attorney