

Washington Metropolitan Area Transit Authority
Board Action/Information Summary

☒ Action ☐ Information

MEAD Number:
201806

Resolution:
☒ Yes ☐ No

TITLE:

Indemnification Approval

PRESENTATION SUMMARY:

Board approval to indemnify a utility company for permits

PURPOSE:

Board approval to indemnify the Washington Suburban Sanitary Commission for the issuance of utility permits.

DESCRIPTION:

Key Highlights:

Andrews Federal Center Bus Garage is designated to replace the existing Southern Ave. Bus Garage.

Background and History:

The Andrews Federal Center Bus Garage is proposed on a property that WMATA purchased in Prince George's County. The water and sewer utility that provides service in the county is the Washington Suburban Sanitary Commission (WSSC).

Discussion:

Permit applications have been submitted and WSSC is ready to issue the permits. However, the standard WSSC forms contain language seeking indemnification from the applicant. As per Board policy, only the Board can approve indemnifications.

FUNDING IMPACT:

Define current or potential funding impact, including source of reimbursable funds.	
Project Manager:	John Thomas
Project Department/Office:	Chief Engineer

TIMELINE:

Previous Actions	Application for permits for water and sewer construction for the new garage.
Anticipated actions after presentation	Obtain the permits necessary for the construction of the water and sewer utilities.

RECOMMENDATION:

Board approval to indemnify the Washington Suburban Sanitary Commission for the issuance of utility permits.

PRESENTED AND ADOPTED: October 27, 2016

SUBJECT: INDEMNIFICATION OF THE WASHINGTON SUBURBAN SANITARY COMMISSION IN CONNECTION WITH PERMITTING FOR THE CONSTRUCTION OF THE ANDREWS FEDERAL CENTER BUS GARAGE

2016-47

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

WHEREAS, The Washington Metropolitan Area Transit Authority (WMATA) is in the process of building the Andrews Federal Center Bus Garage; and

WHEREAS, WMATA is required to receive certain permits and approvals from the Washington Suburban Sanitary Commission (WSSC) for construction of water and sewer utilities for the garage; and

WHEREAS, WSSC requires the inclusion of certain indemnification provisions in these approvals and permits as shown on Attachment A; and

WHEREAS, WMATA has granted similar indemnities to jurisdictional partners and utilities in the past; now, therefore be it

RESOLVED, That the Board of Directors approves inclusion of the indemnification provisions shown in Attachment A in the permits and approvals required by WSSC; and be it further

RESOLVED, That the Board of Directors authorizes the Acting Chief Engineer to execute the documents required by WSSC; and be it finally

RESOLVED, That this Resolution shall be effective immediately to ensure that the project can move forward without further delay.

Reviewed as to form and legal sufficiency,



Patricia Y. Lee
General Counsel

WMATA File Structure No.:
15.2.1 Grants of Indemnification

Motioned by Mr. Evans, seconded by Mr. Price

Ayes: 8 – Mr. Evans, Ms. Harley, Mr. Corcoran, Mr. Costa, Mr. Price, Mr. Goldman, Mrs. Hudgins and Mr. Lauby



Washington Suburban
Sanitary Commission
14501 Sweitzer Lane
Laurel, Maryland 20707-5901

Permit No. _____

Date: _____

SITE UTILITY PERMIT

Approval is this day given _____ for the installation of a site utility water and/or sewer system to serve improvements on property described as _____

_____ County, Maryland, as shown on drawings approved under _____

CONDITIONS:

1. All construction pursuant to this permit shall be in conformance with provisions of the Washington Suburban Sanitary Commission *General Conditions and Standard Specifications, Standard Details For Construction, Pipeline Manual, the Plumbing and Fuel Gas Code, and the approved site utility plans.*
2. No facilities constructed pursuant to this permit shall be placed in service, nor shall the physical connection of the plumbing system to the site utility system be accomplished prior to acceptance of the site utility system by the Washington Suburban Sanitary Commission Development Services Group.
3. Subsequent to the issuance of this permit, and prior to the anticipated start of construction, the site utility contractor shall notify the WSSC Systems Inspection Group Contract Manager at 301-206-7363 a minimum of 72 hours in advance, to coordinate a pre-construction meeting prior to commencement of work.
4. Applicant will provide all materials and material certifications for this site utility system in accordance with the approved drawings and specifications.
5. Upon completion of the site utility installation, two (2) sets of as-built drawings shall be submitted to the WSSC Systems Inspection Group. The as-built submittal shall be signed and sealed by a State of Maryland Registered Professional Engineer.
6. The permit holder shall defend, indemnify, and hold harmless the Commission, its agents, and employees from and against any and all claims, suits in law or equity, actions, damages, losses and expenses of every name and description, including attorneys' fees to which the Commission, its agents, and employees may be subject or put by reason of injury to persons (including bodily injury, death or any other form of personal injury) or property damage arising out of or resulting from the site utility water and/or sewer system installation that is the subject of this permit and/or the performance or omission of any inspection by the Commission, its agent or employees connected with this permit, whether caused or alleged to be caused in whole or in part by any negligent act or omission of the permit holder, any contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the injury is caused or alleged to be caused in part or in whole by acts or omissions of the Commission, its agent or employees, or other cause.

Note for Government Agencies only: Liability under paragraph 6 of this Site Utility Permit is subject to the statutory limit and pre-lawsuit notice requirements set forth in the Local Government Tort Claims Act, § 5-301, et seq, of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as amended from time to time.

SPECIAL CONDITIONS:

THIS PERMIT DOES NOT RELIEVE THE APPLICANT FROM OBTAINING PERMISSION FROM ANY FEDERAL, STATE, AND/OR LOCAL PERMIT AUTHORITY HAVING JURISDICTION OVER ANY CONSTRUCTION ACCOMPLISHED PURSUANT TO ISSUANCE OF THIS PERMIT.

I understand and agree to the terms and conditions of this site utility permit as shown above.

Site Utility As-Built will be provided by:

Applicant Signature _____ Date _____

Name of Registered Professional Engineer _____

WSSC Approval:

Street Address _____

Development Services Group, Project Manager _____ Date _____

City, State, Zip Code _____

Phone No. _____

WASHINGTON SUBURBAN SANITARY COMMISSION

14501 SWEITZER LANE, LAUREL MD 20707-5901



SYSTEM EXTENSION PERMIT

PERMIT NUMBER: DA5947A15

APPLICANT: Washington Metropolitan Area Transit Authority

SUBDIVISION: Andrews Federal Center Bus Garage

1. The Applicant hereby agrees and is authorized by WSSC to construct, at its sole expense, the water and/or sewer extensions located in the above-referenced subdivision as described and in accordance with the Approved Drawings and the latest edition of WSSC System Extension Permit General Conditions and Standard Specifications, Standard Details, and the Development Services Code. The drawings and specifications are hereinafter collectively referred to as the "Approved Drawings and Specifications".
2. WSSC encourages the Applicant to voluntarily maximize sub-contracting opportunities for certified minority business enterprises. In the spirit of cooperation, WSSC encourages the Applicant to communicate its efforts to WSSC.
3. WSSC shall not be responsible or liable to the Applicant for any of the following events:
 - a. monetary damage for the failure to provide service if WSSC or any other entity is unable to acquire rights of way necessary for the construction of supporting water or wastewater capital projects;
 - b. any Federal, State, or County action, including operational moratoria, that temporarily suspends, delays, or otherwise affects the water and/or sewer capacity allocation;
 - c. any other contingency that affects the timing or ability to connect which is beyond the control of WSSC.
4. The Applicant is solely responsible for obtaining any and all applicable federal government, state government, municipal government, or county government permits for access, construction, operation, or any other matters related to the referenced water and/or sewer extensions. WSSC shall not be responsible for any costs associated with obtaining such permits. The Applicant is also solely responsible for obtaining any rights of entry, easements, or other permission needed to access property related to the referenced water and/or sewer extensions. WSSC shall not be responsible for any costs associated with obtaining rights of entry, easements, or other permission.
5. The Applicant agrees to indemnify and save WSSC harmless from and against any and all claims, actions, damages, liability, and expense of any nature, including reasonable attorneys fees and WSSC's costs of defense, for loss of life, personal injury, and/or damage to or loss of property that arise or are alleged to arise from the construction or other work or activity of the Applicant, its agents, servants, employees, contractors, and subcontractors authorized pursuant to this permit, unless such claims, actions, damages, liability or expenses arise solely from the negligence of the WSSC, its agents, employees or contractors.
6. The Applicant is responsible for the payment of any System Development Charges (SDC), subdistrict fees and/or other WSSC fees and charges applicable. Any SDC credits due the Applicant will be made pursuant to an approved SDC Credit Agreement between WSSC and the Applicant.
7. The individual executing this Permit specifically warrants that she/he does so as either the Applicant or authorized agent of the Applicant and that she/he has complete authority to enter into this Permit with WSSC for the purposes stated.
8. This Permit may not be assigned or transferred.
9. Upon issuance of the Release for Service, the Applicant agrees that title to the water and/or sewer system and appurtenances transfers to WSSC and WSSC shall assume ownership, maintenance and operation responsibility for the water and/or sewer system and appurtenances within the bounds of the easement conveyed to WSSC and in the public right of way.
10. The Applicant acknowledges and agrees that any violation of the provisions of this Permit may, in the discretion of WSSC, result in the rejection of future requests by Applicant, its successors or assigns, to extend WSSC's system.
11. This Permit expires with the expiration of the plan as defined in the Development Services Code.
12. Other Project Specific Conditions:

ACCEPTED AND AGREED BY APPLICANT:

BY: _____
(SIGNATURE)

(Name printed)

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20_____, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself
(Name printed)
to be the _____ of the _____, a
Title Company
_____, and that he/she as such _____, being
Type of Entity Title
authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of
the corporation by himself/herself as _____.
Title

WITNESS my hand and Notarial Seal.

Notary Public

(Name printed)

My Commission expires _____.

ACCEPTED AND APPROVED BY WSSC:

BY: _____
(SIGNATURE)

(Name printed)

TITLE: _____

DATE: _____

STATE OF _____

COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20_____, before
me, the undersigned officer, personally appeared _____, who acknowledged
(Name printed)
himself/herself to be the Permit Services Unit Coordinator of the Washington Suburban Sanitary Commission, a
public corporation, and that he/she as such Permit Services Unit Coordinator being authorized so to do, executed
the
foregoing instrument for the purposes contained therein, by signing the name of the corporation by himself/herself
as Permit Services Unit Coordinator.

WITNESS my hand and Notarial Seal.

Notary Public

(Name printed)

My Commission expires _____.