THREE PARTY AGREEMENT

THIS AGREEMENT, made this Nth day of Month, 2014, by and among PORTLAND WATER DISTRICT, a Maine quasi-municipal corporation with a place of business at 225 Douglass Street, Portland, Maine, hereinafter called “DISTRICT”, acting herein through its General Manager, and Company/Individual, a Maine Choose an item with a place of business at Developer Address, hereinafter called “DEVELOPER” and Company/Individual, a Maine Choose an item with a place of business at Contractor Address, hereinafter called “CONTRACTOR.”

The DEVELOPER and CONTRACTOR are hereinafter referred to as the “DEVELOPER/CONTRACTOR” and their obligations and liability under this Agreement shall be joint and several.

Whereas, DEVELOPER is constructing a project known as Project Name, located at Street, Municipality; (hereinafter "DEVELOPMENT") and

Whereas, in conjunction with the DEVELOPMENT, DEVELOPER/CONTRACTOR shall construct certain water fixtures and infrastructure needed to provide water service and fire protection service to the DEVELOPMENT; and

Whereas, at the completion of the DEVELOPMENT, the DISTRICT shall assume ownership of the public infrastructure constructed under the terms of this Agreement;

Now therefore, in consideration of the mutual promises made by each party herein, the parties agree as follows:

1. The DEVELOPER/CONTRACTOR will commence and complete the construction of: Installation of water fixtures, such as mains, services & hydrants in Street in Municipality, Maine, hereinafter called the “PROJECT”. DEVELOPER/CONTRACTOR affirms that it has received all permits and approvals necessary for the construction of
DEVELOPMENT, including but not limited to local land use approvals and street opening and excavation permits required for utility work in the public way.

2. DISTRICT agrees, if required by the permitting authority, that it will obtain utility location and street opening permits required for construction of the PROJECT.

3. The DEVELOPER/CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT. All construction shall be completed according to DISTRICT specifications and procedures. At least ten (10) days prior to the commencement of construction of the PROJECT, DEVELOPER/CONTRACTOR shall notify the DISTRICT of the proposed start and completion dates of the construction of the PROJECT. All work shall be warranted for a period of one year.

4. The DEVELOPER/CONTRACTOR agrees to perform all of the work described in the Contract Documents and comply with the terms therein at no direct cost to the DISTRICT, except that the DISTRICT will make refunds in accordance with the terms of Main Extension Agreement number #### dated Click here to enter a date..

5. The term “Contract Documents” means and includes the following:

   (A) Agreement
   (B) DEVELOPER/CONTRACTOR’s Schedule of Unit Prices
   (C) Maintenance Bond
   (D) Certificate of Title and Project Acceptance
   (E) General Conditions
   (F) Supplemental General Conditions
   (G) Drawings prepared by Company/Individual, numbered # through # and dated Click here to enter a date..
   (H) Specifications prepared or issued by the DISTRICT.

The Schedule of Unit Prices, Maintenance Bond, Certificate of Title and Project Acceptance, General Conditions, Supplemental Conditions, Drawings and Specifications designated above are contained in the “Portland Water District Water and Sewer Construction Specifications and Procedures” and their terms are expressly incorporated herein and made a part hereof.
6. Prior to the execution of this Agreement, CONTRACTOR will procure and maintain insurance coverage as required by the DISTRICT in the amounts shown on Exhibit A, attached hereto and incorporated herein by reference. The DISTRICT shall be named as additional insured on CONTRACTOR’s general liability coverage. CONTRACTOR shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days’ notice to DISTRICT of termination of insurance from insurance company or agent.

7. DEVELOPER/CONTRACTOR shall reimburse fully and completely indemnify and save harmless the DISTRICT from any and all loss, damage, liability, claim, action, cost and expense (including attorneys’ fees) caused by or arising out of the construction of the PROJECT, including without limitation damages for bodily injury, death or property damage and any and all such costs and expenses incurred to assure the safety, protection and continuity of future operations which are deemed necessary by the DISTRICT, specifically including, but not limited to, costs of inspection.

8. In the event that the work performed by DEVELOPER/CONTRACTOR in the public way is unsatisfactory to any permitting authority, and the DISTRICT, as the holder of the street opening permit, is required to incur any expense or costs in investigating the work of DEVELOPER/CONTRACTOR or to remediate the work, DEVELOPER/CONTRACTOR shall be liable to the DISTRICT for 150% of such costs and expenses incurred by the DISTRICT. This obligation to the DISTRICT shall be in addition to the indemnification obligation described in Paragraph 7 of this Agreement.

9. Upon completion of the PROJECT and inspection and acceptance of the DISTRICT, the following components of the PROJECT shall become the property of and responsibility of the DISTRICT:

- Install #,### feet more or less of #-inch ductile iron water main in Street Name.
- Install # public fire hydrants
- Install ## one-inch diameter domestic water services
10. The failure of the DISTRICT to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any of said terms or conditions but the same shall be and remain in full force and effect at all times.

11. This Agreement is also subject to the terms of a Main Extension Agreement number #### between the DISTRICT and DEVELOPER dated Click here to enter a date.. This Agreement may not be amended or modified except by a writing signed by the parties.

12. This Agreement shall be governed by Maine law and shall be binding upon all parties hereto and their respective heirs, personal representatives, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each of which shall be deemed an original on the date first above mentioned.

PORTLAND WATER DISTRICT (DISTRICT)

Signed: ______________________________

Print Name: Ronald Miller

(Witness) ______________________________

Title: General Manager
Company/Individual   (DEVELOPER)

Signed: _______________________________________

Print Name: ___________________________________

(Witness) ___________________________________

Title: _________________________________________

Address: _______________________________________

Email Address: _________________________________

Company/Individual   (CONTRACTOR)

Signed: _______________________________________

Print Name: ___________________________________

(Witness) ___________________________________

Title: _________________________________________

Address: _______________________________________

Email Address: _________________________________
EXHIBIT A - Portland Water District Insurance Requirements

1) General Requirements:
   a) The vendor shall file appropriate Certificates of Insurance with the DISTRICT. All Certificates of Insurance shall provide that notice shall be given to the DISTRICT at least thirty (30) days prior to the expiration or termination of any insurance and shall name the DISTRICT as an additional insured. This notice shall be in writing.
   b) All Certificates of Insurance provided to the DISTRICT shall be issued by companies licensed and registered to do business in the State of Maine.
   c) All Certificates of Insurance coverage shall be delivered to the District prior to the work commencing.
   d) Prior to the expiration date of any insurance, the vendor shall furnish to the DISTRICT a certificate showing the insurance then maintained by or on behalf of the vendor pursuant to these requirements.

2) Specific Coverage. Insurance to be carried by the vendor shall, as a minimum, include:
   a) Commercial general liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 and $2,000,000 aggregate to include completed operations coverage. The DISTRICT must be named additional insured on this insurance. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
   b) Automobile liability insurance, including but not limited to, coverage for owned, non-owned, and hired vehicles with limits of not less than $500,000 per occurrence. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
   c) Workers’ Compensation Insurance providing statutory benefits, in each case as required by law. The vendor shall also require that all subcontractors carry this same insurance with the same limit.
   d) Other insurance appropriate to the work, e.g.: Diving, Aircraft, Umbrella, Professional, Environmental Impairment.