



WASHINGTON WATER SERVICE COMPANY

UW-220387

May 24, 2022

Amanda Maxwell, Executive Director & Secretary
Washington Utilities and Transportation Commission
PO Box 47250
Olympia, WA 98504-7250

Received
Records Management
05/27/22 11:13:43
State Of WASH.
UTIL. AND TRANSP.
COMMISSION

Dear Ms. Maxwell;

Enclosed is a copy of the contract between Wilford H. Hughes and Washington Water Service Company (WWSC) to complete the connection of the extended water main to the main on Cedar Grove Rd SE. This site is in King County, which is serviced by Mirrormont Water System, DOH ID# 552501, Parcel #222306-9095. This agreement has been signed by Wilford Hughes and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified on attachment "A" are \$20,666.00. To this, a half payment of \$10,333.00 has been received for the total projected engineering costs, as attached.

A vicinity map showing the location of the lot is included with this filing. Please do not hesitate to call me at 253-851-4060 Ext. 71103, if you have any questions.

Sincerely,

Thu Hoang
Accounting Analyst



WASHINGTON WATER SERVICE

14519 Peacock Hill Avenue • P.O. Box 336
Gig Harbor, WA 98335 Tel: (877) 408-4060

January 6, 2022

Wilford H. Hughes
CGR Phase 2, LLC
14401 Issaquah Hobard Rd., Suite 104
Issaquah, WA 98027

Re: Mirrmont Water System, DOH ID#552501, King County
Water Main Extension Agreement for CGR Phase Two Commercial Property
Lot 2 of KC BLA #BLAD18-0049, Parcel No. 222306-9095

Dear Mr. Hughes:

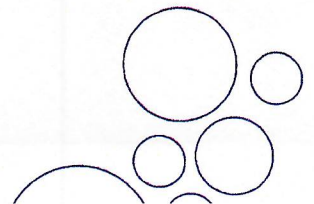
This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Wilford H. Hughes (the "Owner") to extend the existing water main line and installation of any other facilities needed to provide water utility service to the parcel(s) referenced above.

This Agreement sets forth the terms and conditions as well as our engineer's projected costs, enclosed as "Attachment A", to complete the connection of the extended water main to the main on Cedar Grove Rd SE as outlined in the water plan, titled CGR Phase Two T.L. 22306-9095 by Encompass Engineering & Surveying. The submitted water plans include an installation of a fire hydrant on the downstream side of a DVCA. A fire-flow capacity of 1,000 gpm for 2 hours is available to your parcel. *(Note: the ownership and maintenance for this hydrant and all appurtenances after the DVCA will be the property owner's responsibility and is non-transferrable through the Bill of Sale)*

The projected cost of \$20,666 is exclusive to the time and materials necessary as estimated by Washington Water Engineering, based on the submitted preliminary site plan. The estimated water utility scope includes, a water main extension, 5 Commercial service connections to be completed by your contractor with, Washington Water will complete the tie-in of the new construction to the distribution system, bacteriologic sampling, and engineering inspections. The final amount billed will be based on actual costs for engineering, materials, labor and other costs incurred to complete the project. The final amount may vary from the projected costs provided due to unforeseen issues during the installation/tie-in of the extended water main and service line that are beyond the control of Washington Water.

Washington Water will review the provided engineered construction plan and will allow the parcel owner to hire his/her own underground contractor to install the watermain, appurtenances, and service for the

JAN 12 ENT'D



intended propose of installing water service to the parcel listed above. This contractor must be approved by Washington Water, prior to beginning any underground work (a list of approved contractors can be provided upon request).

The improvements stated herein qualify as Contributed In Aid of Construction (CIAC). Pursuant to Section 118(b) of the Tax Cuts and Job Act (TCJA) of 2017, federal tax laws require CIAC funds to be federally taxed ensuring that the expansion of water service to new customers does not unfairly burden a utility's existing customers. Applicants should consult their tax advisors concerning the application of tax laws to their particular situations.

Terms & Conditions

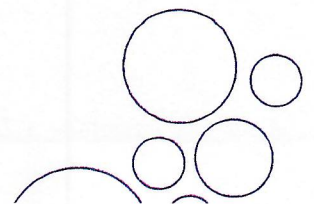
The projected costs are for engineering, construction materials and labor only, unless otherwise specified in Attachment A. Upon execution of this Agreement and prior to commencement of engineering and construction, Washington Water requires Deposit payment of 50% of the projected costs outlined in this Agreement. All past due accounts will be charged 1.5% per month (18% per annum). The projected costs submitted in this Agreement is provided as preliminary information only and the figures and information contained herein are subject to the execution of this Agreement within 30-business days of the date the Agreement was issued.

Terms and conditions of this Agreement are subject to the review and approval of the Washington State Utilities and Transportation Commission (the "Commission"). Upon execution of this Agreement, Washington Water will submit the Agreement to the Commission for their approval. Upon the Commission's approval, plans will be prepared, and if required, submitted to the Washington State Department of Health for their approval. Once all necessary approvals have been obtained and the required payment received, Washington Water will schedule and cause construction to commence.

Upon completion of the project an Easement is necessary for Washington Water to maintain our water system facilities on an on-going basis. The Owner's surveyor or engineering firm will need to prepare an easement description and drawing exhibit for the on-site water system mains and appurtenances using the Washington Water easement form. Washington Water requires that Washington Water is explicitly identified in the utility easement language of your plat record. The Owner is responsible for contacting all property owners of all affected properties, signatures notarized and recorded with the King County Auditor's office.

Upon completion of the main extension and after any other requested facilities have been installed, pressure tested, bacteriological samples taken and tested with satisfactory results and a Certificate of Completion signed by a licensed engineer and all approvals received; the Owner is to provide Washington Water with a Bill of Sale transferring the ownership of these contributed facilities to Washington Water.

Washington Water requires all remaining amounts be paid in full with an active billing account established prior to commencement of water service and issuance of a Certificate of Water Availability. If meter



installation does not occur after the installation of facilities, the Owner will be charge a monthly Ready-to-Serve fee as listed in Washington Water's approved tariff, until a meter installation has occurred. Washington Water will provide the Owner with a Certificate of Water Availability.

Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law, or otherwise, by Owner without the prior written consent of Washington Water, and any such assignment without such prior written consent shall be invalid. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

Upon execution of this Agreement, the Owner has 180-business days to coordinate with Washington Water for the engineering and construction to complete this project. This Agreement shall automatically become invalid unless the work authorized in this Agreement has commenced within 180-business days after execution. Once this Agreement has become invalid, the project will be closed and all project work will cease; a refund check will be issued to the Owner for pre-paid amounts received by Washington Water minus any billable work completed and non-refundable fees.

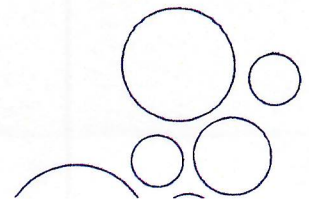
WJ
(Initial)

I elect to hire my own qualified contractor to complete the installation under the conditions listed below:

- Remit a (deposit payment of \$10,333 which is 50%) of the projected engineering costs as outlined in Attachment A. This deposit payment includes contingency and TCJA tax. Actual costs for engineering, construction labor, materials and County permits will be bill separately by Washington Water at the end of construction.
- Once a final utility plan is submitted to Washington Water Engineering for review, the projected costs will be reevaluated for the completion of this project. A 50% down payment of the estimated project costs will be due before construction can begin.
- Prior to any underground work being started, the hired contractor must be pre-approved by Washington Water. A list of approved contractors can be provided upon request.
- Provide installing contractor's name and contact information, along with copies of their Contractor's License, and Certificate of Insurance (contractor must have a minimum insurance coverage of \$1,000,000 per occurrence, \$2,000,000 annual aggregate naming Washington Water Service Company as Additional Insured and Certificate Holder).
- Time required to complete this project may vary due to the size of the project, projects already scheduled and emergencies that may require our construction crew to leave project site.

BEFORE CONSTRUCTION BEGINS:

- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.



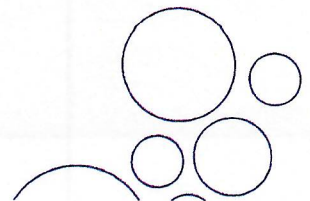
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedule with outside contractors.
- Provide names of any contractor(s) that may be working on-site.
- Schedule a pre-con meeting to review detailed plans and specifications with Washington Water's Engineer, and the Construction Superintendent or Construction Foreman.
- Underground contractor will be responsible for traffic control, excavation of the main to be tapped along with any road repairs necessary during and after installation. Any contractor purchased materials must be on-site and inspected by Washington Water prior to installation.
- Washington Water will tap the existing watermain in Cedar Grove Rd SE. A tapping sleeve, AWWA gate valve and valve blocking will be provided by Washington Water for your contractor to connect to.

DURING CONSTRUCTION:

- The installation of all on-site piping, services, water service lines, valves, fittings and other appurtenances will be the responsibility of the Owner.
- Washington Water will operate the valves for filling and flushing of the new water main and will do periodic inspections of the installation.
- Review status of project with Washington Water's Construction Superintendent.
- Coordinate inspections with Washington Water (either our Construction or Engineering Department)

BEFORE TIE-IN/ACTIVATION OF NEW FACILITIES:

- Once construction is completed, Washington Water will witness a pressure test of all new water mains and appurtenances.
- A final inspection must be scheduled with the Construction Superintendent or Construction Foreman to review installed facilities and that the installed facilities have been installed in accordance with the specifications provided in the engineering plans.
- Washington Water will take bacteriological samples. The results from the samples taken are required to meet all Washington State Department of Health Drinking Water Regulations and Standards. Unsatisfactory results will delay the tie-in of the new facilities.
- A backflow assembly (Double Check Valve-DCVA/Reduced Pressure Backflow-RPBA/Pressure Vacuum Breaker-PVB) is required whenever there is a possibility of a cross connection between the public water system and a non-portable water source. Examples include, but are not limited to, irrigation systems, fire sprinkler systems or other water-using equipment. The backflow assembly device must be installed on the customer side of the meter; a licensed plumber can install this device. Annual testing and repair of the device is the responsibility of the parcel owner.
- Final payment for the work completed as outlined in this Agreement has been received, and any remaining amounts due be paid in full



If the terms of this letter are acceptable, please initial your election to hire your own contractor on Page 3 to complete the extension project under the terms listed in the Agreement and then sign the letter below. Return both this letter and the agreed payment to our Gig Harbor Office at 14519 Peacock Hill Avenue NW, Gig Harbor, WA 98335 (Mailing Address: PO Box 336, Gig Harbor, WA 98332). If you have any questions, please give me a call directly in Gig Harbor at (253) 851-4060 or toll free at (877) 408-4060.

Sincerely,

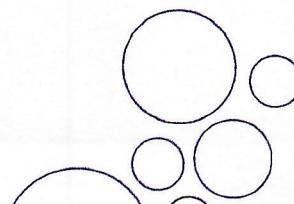
By: *Matthew D. Brown*
Matthew D. Brown, P.E.
General Manager

Accepted

By: *W. Williams*
Printed Name W. Williams
253-444-3367
Phone: 1-11-22
Date Accepted

Enclosures

- cc: Jim Morrison, Accounting Manager
- Eric Williams, Construction Superintendent
- Sarah Castro, Customer Service Manager
- John Puccinelli, Engineering Manager
- Shawn O'Dell, Operations Manager (Gig Harbor/Olympia)
- File1: Mirrormont System
- File2: EngFile#3628



Mirrormont Water System CGR Phase 2

January 6, 2022
(Projected Cost Good for 30-Days)

Engineering File # 3628

***** Construction Materials *****

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
103240	Construction Materials, Pipe, Valves, Fittings, Etc	1	LS	\$ 4,049.72	\$ 4,049.72
103450	Construction Materials for Services	1	LS	\$ -	\$ -
103480	Construction Materials for Hydrants	1	LS	\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
	Sub-Total				\$ 4,049.72
	Contingency			10%	\$ 404.97
	Sales Tax			9.00%	\$ 400.92
	SUB Total - Materials				\$ 4,855.62
	Rounded Up Value				\$4,900.00

***** Construction Labor *****

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
103240	Construction Labor - Watermain	1	LS	\$ 4,968.00	\$ 4,968.00
103450	Construction Labor - Services	1	LS	\$ 414.00	\$ 414.00
103480	Construction Labor - Hydrants	1	LS	\$ -	\$ -
				\$ -	\$ -
	WWSC Engineering	1	LS	\$ 3,663.90	\$ 3,663.90
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
	Contingency			10%	\$ 904.59
	Sub-Total - Construction Labor				\$ 9,950.49
	Rounded Up Value				\$10,000.00

***** Outside Contractor *****

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
	County Permits (Encroachment)	1	LS	\$ 727.26	\$ 727.26
	DOH Review Fees	1	LS	\$ -	\$ -
	Hydrogeologist	1	LS	\$ -	\$ -
	Geotechnical Engineer	1	LS	\$ -	\$ -
	Engineering Consultant	1	LS	\$ -	\$ -
	Land Surveyor	1	LS	\$ -	\$ -
	Land Cost	1	LS	\$ -	\$ -
	Additional Insurance	1	LS	\$ -	\$ -
	Bonding	1	LS	\$ -	\$ -
	Sanitary Facility Rental (Portable Toilet)	1	LS	\$ -	\$ -
	Paving Contractor - Pavement Restoration	1	LS	\$ -	\$ -
	Traffic Control Contractor - Flaggers	1	LS	\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
	SUB TOTAL				\$ 727.26
	Contingency			10%	\$ 72.73
	Sub-Total - Outside Contractor				\$ 799.99
	Rounded Up Value				\$800.00

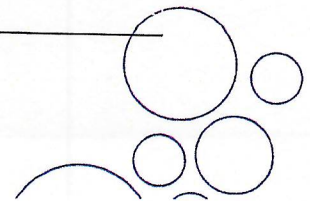
Project Subtotal = \$ 15,700.00
 East Pierce Facilities Charge = \$ -
 Federal Tax per the TCJA = \$ 110.05
 State B&O Tax = \$ 281.60
 Anticipated TCJA Tax = \$ 4,574.81

Anticipated Developer (onsite) Cost of Taxable Services
 \$ 17,210.00

Projected Funds Required = \$20,666

Assumptions:

- 1) This document is intended to forecast approximate construction costs based upon current information and similar projects, and is not intended to accurately represent actual design or construction components or prices.
- 2) Totals are rounded to nearest \$100



Washington Water Service Company

01062022 1/6/22 10,333.00 10,333.00

1/13/22 5739 \$10,333.00

CGR Phase Two, LLC
14401 Issaquah-Hobart Rd SE Suite 104
Issaquah, WA 98027

Banner Bank
1375 NW Mall St
Issaquah WA 98027
98-7107/3233
98-7107/3233

5739

Check Number
5739

DATE
Jan 13, 2022

Memo:

AMOUNT
\$ 10,333.00

PAY Ten Thousand Three Hundred Thirty-Three and 00/100 Dollars

TO THE
ORDER
OF:

Washington Water Service Company
14519 Peacock Hill Avenue
PO Box 336
Gig Harbor, WA 98335
USA



AUTHORIZED SIGNATURE



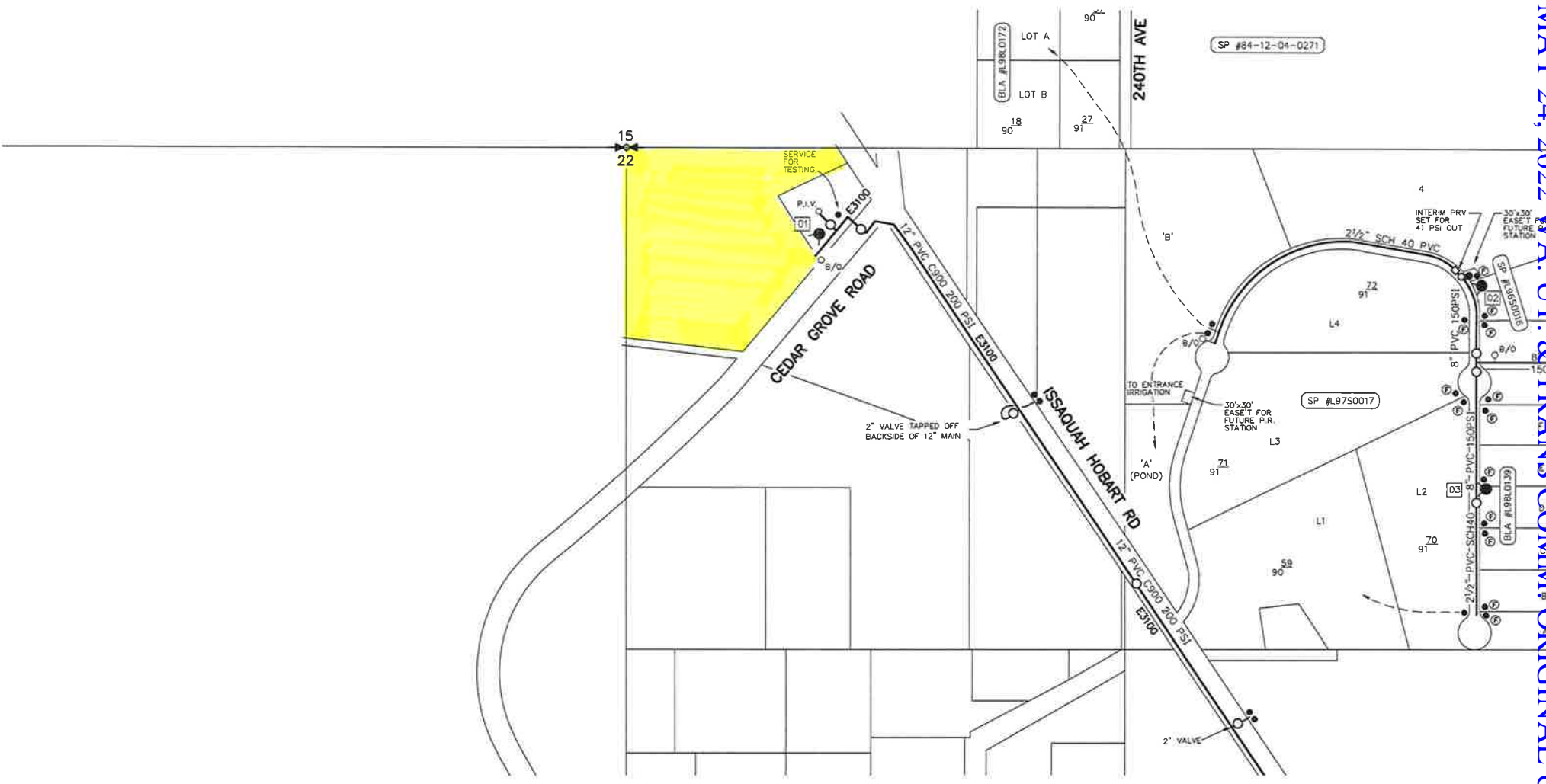
WH Hughes Homes
14401 Issaquah-Hobart Rd SE
Issaquah, WA 98027-6925

Office: (425) 392-4144
Fax: (425) 392-4391
www.hugheshomes.com

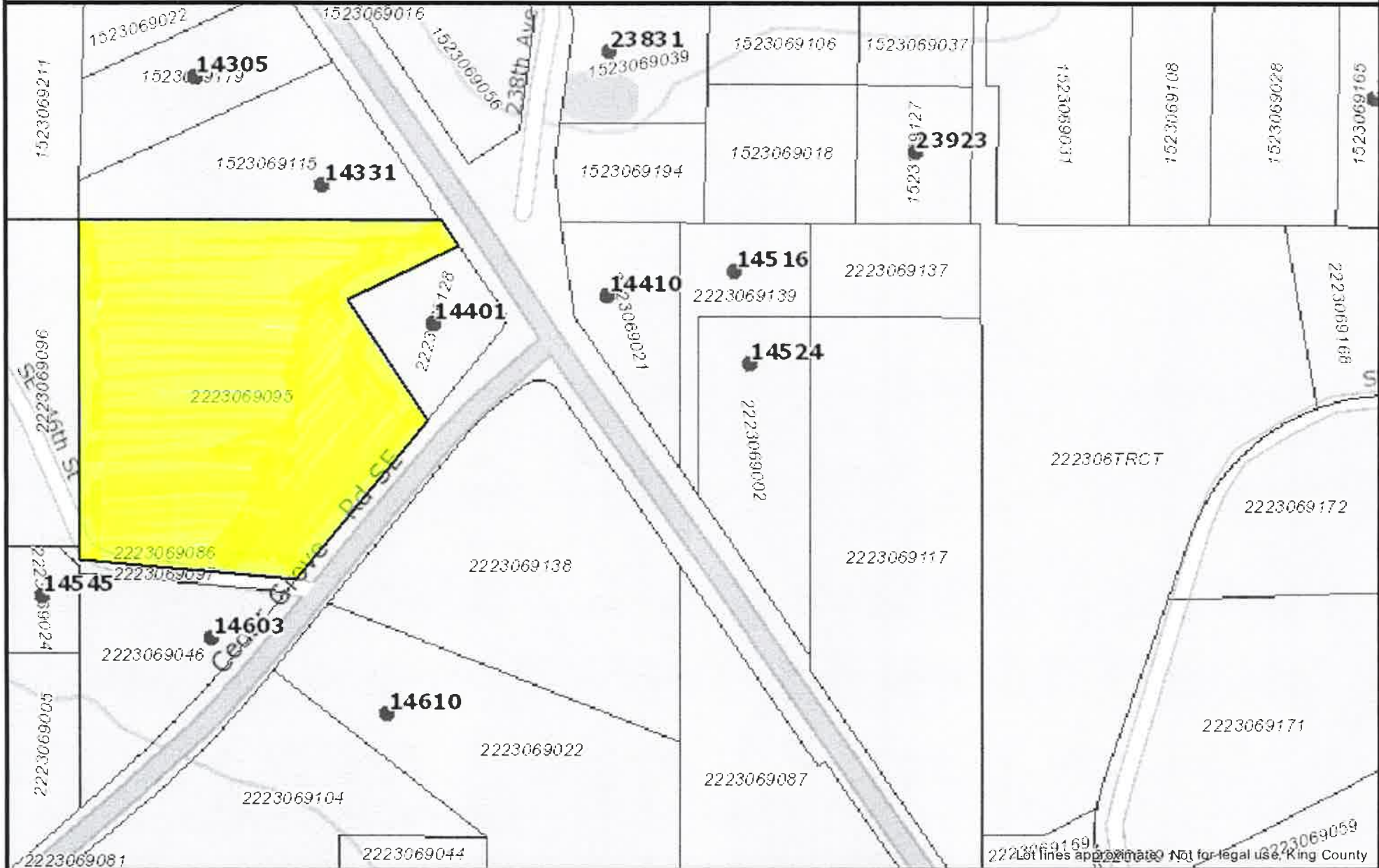
**WH
HUGHES
HOMES**

Bill Hughes
Cell: (425) 444-3367
bill@hugheshomes.com

To Markus
1/20/22



King County



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Date: 4/5/2017



King County
GIS CENTER