

May 24, 2022

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

Dear Ms. Maxwell;

Enclosed is a copy of the contract between GW Spanaway 12 Acres LLC and Washington Water Service Company (WWSC) to complete the tap and extension of the water main as indicated on the Composite Utility Plan by AHBL. This site is in Pierce County, which is serviced by Southwood Water System, DOH ID# 82844H, Parcel #0318101029. This agreement has been signed by Barret Crane and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified on attachment "A" are \$40,761. To this, a full payment of \$40,761.00 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

Customer Service: Toll Free (877) 408-4060 Gig Harbor: 14519 PEACOCK HILL AVE NW • PO BOX 336 • GIG HARBOR, WA 98335 Olympia: 6800 MERIDIAN RD SE • OLYMPIA, WA 98513



WASHINGTON WATER SERVICE

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

September 24, 2021

Barret Crane GW Spanaway 12 Acres LLC 223 10th St. South Kirkland, WA 98033

Re:

Southwood Water System, DOH ID# 82844H, Pierce County Water Main Extension Agreement for Glacier West Storage Phase 2A

Parcel No. 0318101029

Dear Barret Crane:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and GW Spanaway 12 Acres LLC (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 tap and extension of the water main in Pierce County parcel number 0318101029 as indicated on the Composite Utility Plan by AHBL, including the installation of hydrants capable to meet the minimum fire flow requirement of 1,500 gallons per minute for a four hour duration.

The projected cost of \$40,761 is exclusive to the time and materials necessary as estimated by Washington Water Engineering, based on the submitted site plan. The estimated water utility scope includes, a water main extension, five hydrants, two fire sprinkler service connections and two tie-ins of the new construction to the distribution system, bacteriologic sampling, and engineer inspections. The final amount billed for completing this project is based on actual costs for engineering, materials, labor and other variables needed to complete the project, this amount may also 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 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

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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 a deposit payment of \$20,380 of the projected costs outlined in this Agreement. Before construction begins, the remaining projects costs will be reevaluated and the remaining costs will be due. 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 Pierce County Auditor's office.

Upon completion of the main extension and 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 residential 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.

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

(Initial)

- Remit a deposit payment of \$20,380 (50%) of the projected 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.
- 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:

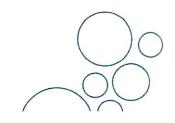
- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedule 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 make the connection to the existing watermain. All materials to be provided by your contractor.

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 be witness a pressure test of all new water mains and appurtenances.



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- 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.
- If a fire hydrant is installed, Washington Water will be responsible for fire flow testing and county submittal.
- 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 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, P.E.

General Manager

Accepted

By:

Printed Name

214-697-1006

Phone:

9/29/21

Date Accepted

Enclosure(s)

cc: Matt Brown, General Manager
Jim Morrison, Accounting Manager
Eric Williams, Construction Superintendent
John Puccinelli, Engineering Manager
James Jensen, Operations Manager (East Pierce)

File1: Southwood Water System

File2: EngFile# 3944

W:\Systems\Southwood ID82844H Pierce\Projects_Work Orders\SWS.21 MainExt_21607 Mtn HwyE (GlacierWest-Crane)\Contract\SWS.MainExt_21607 Mtn Hwy E (Par0318101029)-Glacier West Storage docx



Washington Water Service Co.

Engineering Department 6800 Meridian Road SE Olympia, WA 98513

Engineer's Opinion of Probable Project Costs Summary Attachment "A"

Southwood Water System Glacier West Storage Phase 2A

August 19, 2021 (Projected Cost Good for 30-Days)

Engineering File # 3944

Unit of Property	*** Construction Materials ***						
	Description	Quantity	Unit of Measure	Unit Cost	Total		
	Construction Materials, Pipe, Valves, Fittings, Etc	1	LS	\$ -	\$	-	
103450	Construction Materials for Services	1	LS	\$ -	5	-	
103480	Construction Materials for Hydrants	1	LS		S		
					S		
					\$	-	
		Sub-Total			S	5.50	
		Contingency	•	10%	\$	-	
		Sales Tax		9.00%	\$		
		SUB Total - N	Materials		S	-	
		Rounded Up Value				\$0.00	

*** Construction Labor ***

	000000000000000000000000000000000000000						
Unit of Property	Description	Quantity	Unit of Measure	Unit Cost		Total	
103240	Construction Labor - Watermain	1	LS	\$ 4,968.00	S	4,968.00	
103450	Construction Labor - Services	1	LS	\$ 414.00	\$	414.00	
	Construction Labor - Hydrants	1	LS	\$ 414.00	S	414.00	
					S		
	WWSC Engineering	1	LS	\$ 2,642.70	5	2,642.70	
					S	-	
					\$		
					\$	8,438.70	
		Contingency	Contingency 10%		\$	843.87	
		Sub-Total - Construction Labor			5	9,282.57	
		Rounded Up Value				\$9,300.00	

*** Outside Contractor ***

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost		Total
	County Permits (Encroachment)	1	LS		\$	-
	DOH Review Fees	1	LS		\$	
	Tapping Service	1	LS	S -	S	
	Geolechnical Engineer		LS		\$	-
	Engineering Consultant		LS		\$	-
	Land Surveyor	1	LS		\$	
	Land Cost	1	LS		\$	-
	Additional Insurance		LS		S	-
	Bonding		LS		S	120
	Sanitary Facility Rental (Portable Toilet)		LS	\$ -	\$	-
	Paving Contractor - Pavement Restoration		LS		S	
	Traffic Control Contractor - Flaggers	1	LS	\$ -	S	
					\$	-
					S	-
					S	
					\$	
		SUB TOTAL			\$	
		Contingency Sub-Total - Outside Contractor		10%	S	
				actor	\$	
		Rounded Up	Value			\$0.0

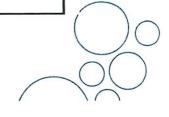
Project Subtotal = 9,300.00 Federal Tax per the TCJA= State B&O Tax = 2,472.15 179.27 28,809.52 108,378.66 Anticipated TCJA Tax =

> \$40,761 Projected Funds Required =

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

Anticiapted Developer (onsite) Costs



RECEIVED MAY 24 2022 WHS TO THE HAS TO THE ENGROWING FREDRICHNALL HWY 2003 SS

GW Spanaway, LLC

4660 La Jolla Village Drive Suite 660 San Diego, CA 92122 Coastal Community Bank 5415 Evergreen Way Everett, WA 98203 1509

PAY TO THE ORDER OF 10/07/2021 \$40,761.00**

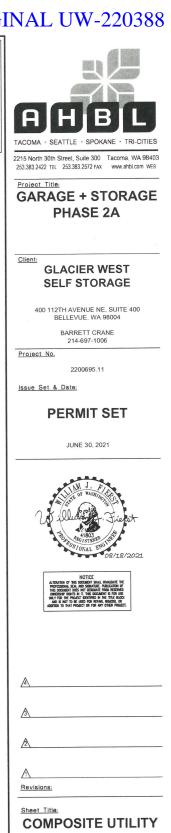
**** FORTY THOUSAND SEVEN HUNDRED SIXTY ONE AND 00/100 DOLLARS

Washington Water Service PO Box 35134 Seattle, WA 98124-5134



If Mker

GARAGE + STORAGE PHASE 2A PRIVATE IMPROVEMENTS A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SEC. 10, TWN. 18 N., RGE. 3 E. W.M. PIERCE COUNTY, WA NO1.02,22,,E 1422.52 **LEGEND** STUR FOR PHASE 2B FIRE DEPARTMENT CONNECTION POST INDICATOR VALVE (PIV) BEND WITH THRUST BLOCKING TEE WITH THRUST BLOCKING 250 12" DIP WATER 220 160 460 1090 FT 12"DI 7 45 z 90° 5 HYDRANTS 12" DIP WATER 1218.839 NO1.15,38,E Call Before You Dig. 8-1-1 or 1-800-424-5555 Underground Service (USA)



PLAN

Drawn by: FAK

C5.00