# Received Nov 21, 2023 WA. UT. & TRANS. COMM. ORIGINAL UW-230972



WASHINGTON WATER SERVICE COMPANY

November 21, 2023

Kathy Hunter, Acting Executive Director & Secretary Washington Utilities and Transportation Commission PO Box 47250 Olympia, WA 98504-7250

Dear Ms. Hunter;

Enclosed is a copy of the agreement between Holland Family LLC and Washington Water Service Company (WWSC) to complete the tap and extension of the water main on 87<sup>th</sup> Ave Ct NW and six domestic services. This site is in Pierce County, which is serviced by Minterbrook Water System, DOH ID# 54740B and Parcel #0122225020, 5021, 5022, 5024, 1062 & 0122232051. This agreement has been signed by Jesse Holland & Jessica Estrada and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified in the attachment are \$38,600.00. To this, half payment of \$19,300.00 has been received for the total projected engineering costs, as attached.

A map 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

Gig Harbor Customer Service: Toll Free (877) 408-4060 East Pierce Customer Service: Toll Free (888) 490-3741 Gig Harbor: 14519 PEACOCK HILL AVE NW • PO BOX 336 • GIG HARBOR, WA 98335 East Pierce: 5410 189<sup>th</sup> ST E • PUYALLUP, WA 98375 • PO BOX 44168 • TACOMA, WA 98448 Olympia: 4531 INTELCO LOOP SE • LACEY, WA 98503



# WASHINGTON WATER SERVICE

Engineering Department: 4531 Intelco Loop SE Lacey, WA 98513 Tel: (877) 408-4060

September 19, 2023

Holland Family LLC P.O. Box 581 Wauna, WA 98395

Re: Minterbrook Water System; DOH ID# 54740B; Pierce County, WA
 Water Main Extension Agreement for Tax Parcels 0122225020, 5021, 5022, 5024, 1062, & 0122232051
 Abbrev. Legal: A portion of the SE ¼ of the NE ¼ of Section 22, T22N, R1E, W.M.

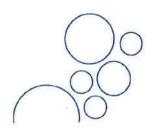
Dear Holland Family LLC,

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company ("Washington Water") and Holland Family LLC (the "Owner") needed to provide water utility service to the parcel 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 on 87<sup>th</sup> Ave Ct NW. The projected cost of \$38,600 is exclusive to the time and materials necessary to provide an engineered construction plan-set for the water main extension, six domestic services, the tie-in of new construction to the distribution system, bacteriologic sampling, and 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 provide the engineered construction plan and install the 4" tee into the existing main in 88<sup>th</sup> Ave Ct NW for the main extension. A gate valve will be set for your contractor to connect to. The services are to be set along your frontages within the designated easement at the corner of your parcels. These services are for domestic use only.

If in home fire sprinklers will be required by Pierce County Fire Marshal's office, a larger service assemble may be needed at accommodate sprinkler flow. If fire flow sprinklers are required, please provide a copy of sprinkler requirements from the Fire Marshal's office or the sprinkler flow calculations from your fire sprinkler professional for sizing the larger service assembly.



Quality. Service. Value. wawater.com The improvements stated herein qualify as Contributed In Aid of Construction (CIAC). Pursuant to Section 118(b) of the Tax Cuts and Job Act 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**

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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 fifty percent of the projected costs outlined in this Agreement, which is \$19,300. All past due accounts will be charged 1.5% per month (18% per annum). The projected costs submitted in this Agreement are 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"). The effective date will be 75 days from the date Washington Water receives the signed agreement and down deposit. 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.

Prior to the start of the installation of a water main along 87<sup>th</sup> Ave Ct NW, which is a private road, an Easement is necessary for Washington Water to maintain our water system facilities on an on-going basis. Your surveyor will prepare the 20 foot wide easement for the line extension that you will be required to have signed by the property owner(s) of all affected properties, ensuring signatures are notarized and recorded with the Pierce County Auditor's office.

Upon completion of the project and after any other requested facilities have been installed, pressure tested, bacteriological samples taken and tested with satisfactory results, a Certificate of Completion signed by a licensed engineer and all approvals received; Washington Water requires all remaining amounts be paid in full with an active billing account established prior to commencement of domestic water service and issuance of a Certificate of Water Availability. In order to issue a final invoice for project completion, the owner must complete and return the Washington Water bill of sale form for the improvements contributed by the Owner.

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

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 the Owner

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2 | P a g e Quality. Service. Value. wawater.com 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 deposits or pre-paid amounts received by Washington Water minus any billable work completed and non-refundable fees.

/ agree to have Washington Water complete this installation under the conditions listed below:

- Remit a deposit payment of \$19,300 (50%) of the projected costs (\$38,600) for engineering, construction labor, materials, and county permits provided by Washington Water, as outlined in Attachment A.
- 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 and 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 on 88<sup>th</sup> Ave Ct NW. A tapping sleeve, AWWA gate valve and valve blocking will be provided by Washington Water for your contractor to connect to.

**DURING CONSTRUCTION:** 

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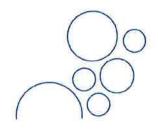
- The installation of all on-site piping, services, water service lines, valves, fittings and other appurtenances will be the responsibility of the Owner.
- Washington Water will operate the valves for filling and flushing of the new water main and will do periodic inspections of the installation.
- 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 responsible for pressure testing installed facilities.
- 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 waterusing 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.
- Easement documents must be reviewed and approved by Washington Water and recorded with Pierce County.
- Washington Water bill-of-sale to be filled out by the Owner, reviewed and approved by Washington Water and recorded with Pierce County.
- Final payment for the work completed as outlined in this Agreement must be received, and any remaining amounts due must be paid in full.

If the terms of this letter are acceptable, please initial your election to have Washington Water 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.

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Sincerely,

CA035DSE, 7A77, EE 11, BOOA, 6045BDED104

By:

Matthew D. Brown, P.E. General Manager

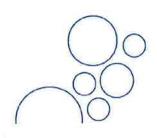
1/29/24 Effective Date:

Accepted By: Jesse Holland Member Print Name: Jesse Holland Phone: (425) 760-7840 Date Accepted: 11/01/23 UNIX23

Enclosure(s)

cc: Matt Brown PE, General Manager John Puccinelli PE, Engineering Manager Shawn O'Dell, Operations Manager (Gig Harbor) EngFile# 4001

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	Washington W			ce Co.		
	4531 Inte	ng Departme Ilco Loop Si uite 3				
		WA 98503				
	Engineer's Opinion of Pro	bable Proje	ct Costs	Summary		
		erbrook				
	Main Ext. fro		o 87th			
		ber 11, 2023	0 07 11			
	(Projected Cos	t Good for 30-E	Days)			
				Engineering File #	4014	
	,	*** Constru		terials ***	r	
Unit of	Description	Quantity	Unit of Measure	Unit Cost		Total
Property 103430	Description Construction Materials, Pipe, Valves, Filtings, Etc		LS	\$ 3,700.00	\$	3,700.00
103450	Construction Materials for Services	1	LS	5 -	\$	
103480	Construction Materials for Hydrants	1	LS	\$ +	5	
					5	
	L	Sub-Total			5	3,700.00
		Contingency		10%	\$	370.00
		SUB Total - M		_	\$	4.070.00
		Rounded Up	Value			\$4,100.00
		*** Constru	iction Lal	bor ***		
			Unit of			- 53
Unit of Property	Description	Quantity	Measure	Unit Cost		Total
	Construction Labor - Watermain		LS	\$ 9,000.00	5	9,000.00
	Construction Labor - Services		LS	\$ 1,100.00	\$	1,100.00
103480	Construction Labor - Hydrants	1	LS	5 -	\$	•
			1.0	¢ 40.000.00	\$	12.200.00
-	WWSC Engineering	1	LS	\$ 12,200.00	\$	12.200.00
					S	
					\$	22,300.00
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S \Engineering|Project Report 3500/4014 - MM XXX 139Ih SL NW (012225020 5021,5022,5024,1062) Holland11 - ENGINEERING REVIEW\100 - Cost Projections and MOUstWAL - 4014 - cost projection - WWS Design

Printed 9/11/2023

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-Harland Clarke GCH PUGET SOUND INC PUGET SOUND PERMITS 11815 NE 99TH ST STE 1200 VANCOUVER, WA 98682-2454

2708 96-505/1232 50389

MP

ORDER OF ashina ton Service \$ 19,300.00 12)0 Nineteen Three Hundred Ogliged Thousand Photo Safe Deposit® UMPQUA BANK (866),486-7782 Holland Meadows FOR

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DATE

6/2023

