



WASHINGTON WATER SERVICE COMPANY

November 22, 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 Michael Burris & Claire McGuire and Washington Water Service Company (WWSC) to complete the tap and extension of the water main on Meridian E. This site is in Pierce County, which is serviced by Southwood Water System, DOH ID# 82844H and Parcel #0419334007. This agreement has been signed by Michael Burris and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified in the attachment are \$83,800.00. To this, half payment of \$41,900.00 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,

A handwritten signature in blue ink that reads "Thu Hoang". The signature is written in a cursive style with a long horizontal stroke at the end.

Thu Hoang
Accounting Analyst



WASHINGTON WATER SERVICE

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

September 14, 2023

Michael Burriss & Claire McGuire
9912 Chapman Dr. NW
Gig Harbor, WA 98332

**Re: Southwood Water System; DOH ID# 82844H; Pierce County, WA
Service/extension for Tax Parcel # 0419334007, 19010 Meridian E
Abbrev. Legal: A portion of the SW ¼ of the SW ¼ of Section 33, T19N, R4E, W.M.**

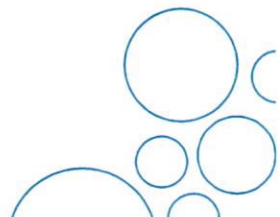
Dear Michael Burriss & Claire McGuire:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Michael Burriss and Claire McGuire (the "Owners") to extend the existing water main line and facilitate 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 on Meridian E as indicated on the preliminary plan set by Larson and Associates including the installation of hydrants capable to meet the minimum fire flow requirement of 750 gallons per minute for a 45 minute duration.

For the Southwood system, developer shall enter into a separate agreement with Apex for the design, inspection and certification of the associated improvements. Apex is Washington Water's master consultant for this system and has the assigned responsibility to maintain system growth through hydraulic modeling. Washington Water reserves the right to review and edit the project design and system capabilities. Water Certificates will not be issued until Apex's invoices are paid in full.

The projected cost of \$83,800 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, 32 domestic service connections, tie-in of the new construction to the distribution system, bacteriological sampling, and engineer 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 water main, appurtenances and service for the intended purpose 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 of 2017, federal tax laws require CIAC funds to be federally taxed. To ensure that the expansion of water service to new customers does not unfairly burden a utility's existing customers, Washington Water will collect the applicable tax from the Owner. Applicants should consult their tax advisors concerning the application of tax laws to their particular situations.

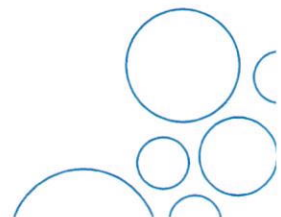
Terms & Conditions

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 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 and ensuring signatures are notarized and recorded with the Pierce County Auditor's office.

Upon completion of the main extension and after any other requested facilities have been installed and pressure tested; bacteriological samples taken and tested with satisfactory results; 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.

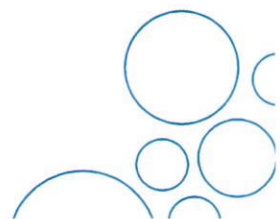
Washington Water requires all remaining amounts be paid in full with an active billing account established prior to commencement of residential water service and issuance of a Certificate of Water Availability. If meter installation does not occur after the installation of facilities, the Owner will be charged 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 360-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.

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

- Remit a \$41,900 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 billed 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:

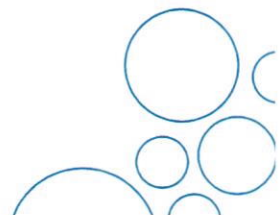
- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedules 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 Meridian E. 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 be witness to 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 verify that the 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-potable 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.

- 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 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 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.

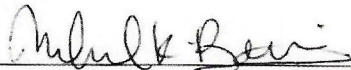
Sincerely,

By:


Matthew D. Brown, P.E.
General Manager

Accepted

By:


Michael Burris
Printed Name

Effective Date: _____

Printed Name

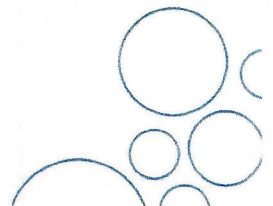
9/24/2023

Date Accepted

Enclosure(s)

cc: Jim Morrison, Accounting Manager
Bob Bell, Construction Superintendent
Sarah Castro, Customer Service Manager
John Puccinelli, Engineering Manager
James Jensen, Operations Manager (East Pierce)
File2: EngFile# 4012

S:\Engineering\Project Report 3500\4012 - SWS.19010 Meridian Ave E(Par0419334007)Burris\1 - ENGINEERING REVIEW\300 - Contract Drafts\Southwood, ID82844H-MainExt.Top_Burris-Design w Apex Engineering.docx



Van Burris Investments, LLC
Michael K. Burris
801 N Alsworth Ave
Tacoma WA, WA 98403

2004

19-8140/3250

9/23/2023

Date

Pay to the Order of Washington Water Service Co. \$ 41,900-
Forty one thousand nine hundred dollars ^{41,900} dollars



Photo Safe Deposit
Details on back

BECU

For Meridan moti-family

Michael K. Burris

MP

PLAN OF THE DAY

Name: _____

Date: _____

for the Southwood water
system contract w/ Michael
Burris date 9/14/2023.

Thanks,

Michael

603-367-7578

QUESTIONS

