

**WASHINGTON WATER SERVICE COMPANY**

Received  
Records Management  
Jan 23, 2024

January 23, 2024

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 Timbertide LLC and Washington Water Service Company (WWSC) to complete the tap and extension of the water main on 70<sup>th</sup> Ave NW. This site is in Pierce County, which is serviced by Quistorff Water System, DOH ID# 705505 and Parcel #0122264098. This agreement has been signed by Charles E. Allen Jr. and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified in the attachment are \$18,000. To this, a full payment of \$18,000.00 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

1/4/24

Charles Allen  
Timbertide LLC  
5514 35<sup>th</sup> Street NW  
Gig Harbor, WA 98335

Re: Quistorff Water System, DOH ID# 705505, Pierce County  
Water Main Extension Agreement for 11110 70<sup>th</sup> Ave NW  
Parcel No. 0122264098

Dear Timbertide LLC:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company ("Washington Water"), a Washington corporation, and Timbertide LLC, (the "Owner"), a *Washington • Limited Liability Company*, 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 opinion of probable project costs (the "projected costs"), enclosed as "Attachment A", to complete the tap and extension of the water main on 70<sup>th</sup> Ave NW. The projected cost of \$18,000 is exclusive to the time and materials necessary to review and approve an engineered construction plan-set for the water main extension. Washington Water will witness installation of two new services, the distribution system, perform bacteriologic sampling, and engineering 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. The final amount may vary from the projected costs provided due to unforeseen issues during the design and construction of the extended water main and service line that are beyond the control of Washington Water.

Washington Water will provide an engineered construction plan and will require the parcel owner to hire their 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 pre-approved contractors can be provided upon request). These services will be sized to accommodate a 1" service for domestic and in home fire sprinklers in the future if needed.



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 full payment 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 are provided as preliminary information only. The figures and information contained herein are subject to the execution of this Agreement within 30 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. The effective date of this contract will be 75 days from Washington Water receiving a signed contract and down deposit. 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 begin design review.

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 domestic 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 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 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.

CLL  
(Initial) I understand that I am required to hire my own qualified contractor to complete the installation under the conditions listed below:

- Remit full payment of the projected costs (\$18,000) for engineering, construction labor, materials, and county permits provided by Washington Water, as outlined in Attachment A.
- Prior to any underground work being started, the hired contractor must be pre-approved by Washington Water. A list of pre-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 on 70<sup>th</sup> Ave NW. 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 project 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.
- 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 the requirement 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:   
Charles E. Allen, Jr.  
Printed Name

Effective Date: 3/24/2024

617-293-8020  
Phone:  
January 9, 2024  
Date Accepted

Enclosure(s)

cc: Jim Morrison, Accounting Manager  
Eric Williams, Construction Superintendent  
John Puccinelli, Engineering Manager  
Shawn O'Dell, Operations Manager (Gig Harbor)  
File2: EngFile# 3983





**TIMBERTIDE LLC**

5514 35TH STREET NW  
GIG HARBOR, WA 98335

1030

90-8725/1222

DATE January 9, 2024  CHECK ARMOR  
FRAUD PROTECTION

PAY TO THE ORDER OF Washington Water Service \$ 18,000.00

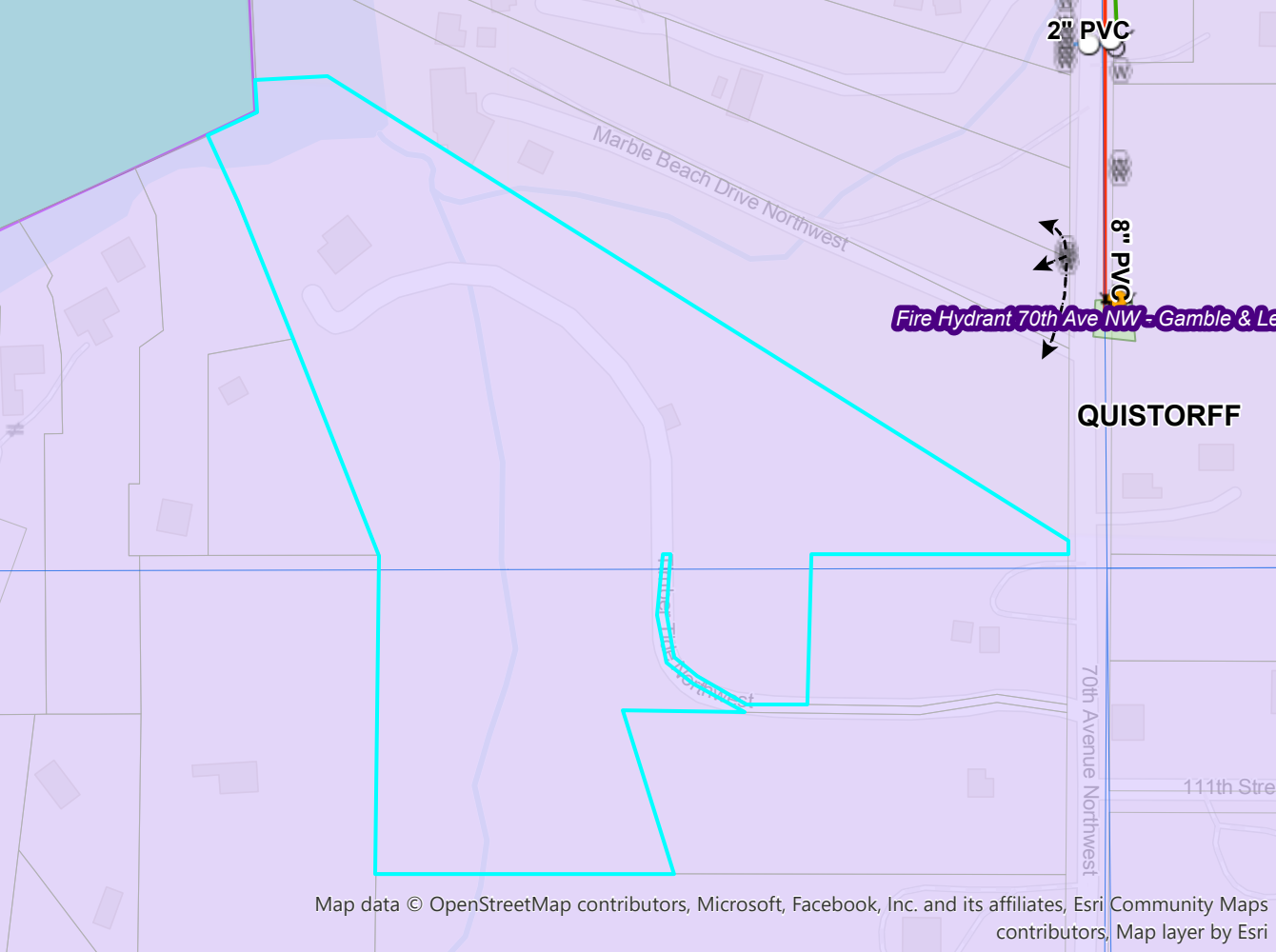
eighteen thousand and  $\frac{70}{100}$  DOLLARS  Security Features. Details on Back.

**AXOS**<sup>TM</sup>  
BANK

FOR Parcel # 0122264098

Charles E. Kelley 





2" PVC

Marble Beach Drive Northwest

8" PVC

Fire Hydrant 70th Ave NW - Gamble & Le

QUISTORFF

70th Avenue Northwest

111th Street