## RECEIVED SEP. 29, 2022 WA. UT. & TRANS COMM. ORIGINAL UW-220738



WASHINGTON WATER SERVICE COMPANY

### **UW-220738**

September 29, 2022

Amanda Maxwell, Executive Director & Secretary Washington Utilities and Transportation Commission PO Box 47250 Olympia, WA 98504-7250 Received Records Management 09/29/22 11:56:54 State Of WASH. UTIL. AND TRANSP. COMMISSION

Dear Ms. Maxwell;

Enclosed is a copy of the agreement between Pierce County Public Transportation and Washington Water Service Company (WWSC) to complete the tap of one 1.5" Commercial service and one 1.5" Irrigation service and extension of the water main on Mountain Highway E. This site is in Pierce County, which is serviced by Southwood Water System, DOH ID# 82844. This agreement has been signed by Christopher Schuler and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified on attachment are \$28,200.00. To this, a half payment of \$14,100.00 has been received for the total projected engineering costs, as attached.

A basic 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 NW Gig Harbor, WA 98332 *Tel:* (877) 408-4060

August 25, 2022

Hope Gibson Pierce Transit 3701 96<sup>th</sup> St SW Lakewood, WA 98499

Re: Southwood Water System, DOH ID# 82844, Pierce County Water Main Extension Agreement for Spanaway Transit Center TPN: 0318033019, Section 03 TWN, 18, Rng 03, Qtr 33, 20710 Mountain Highway E., TPN: 5885000151 Millers Court (a), Lot 1, 20712 Mountain Highway E

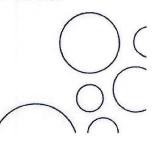
Dear Hope Gibson,

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Pierce County Public Transportation (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 of one (1) 1.5" Commercial service and one (1) 1.5" Irrigation service and extension of the water main on Mountain Highway E. The projected cost of \$28,200 is exclusive to the time and materials necessary to provide review and approval of an engineered construction plan-set which will be completed by your Engineering Firm (KPFF Consulting Engineers) for the water main extension, new services, the tie-in of new construction to the distribution system, bacteriologic sampling, and engineer and construction inspections. The final amount billed for complete the project is based on actual costs for engineering, materials, labor and other variables needed to complete the project, and this amount may also vary from the projected costs provided due to unforeseen issues during the installation/tie-in that are beyond the control of Washington Water.

Washington Water will provide Engineering Standards for KPFF Consulting Engineers and require that all drawings are reviewed by Washington Water before construction. Washington Water will allow the owner to hire its own contractor to install the undergrounds watermain, all on-site piping, services, water service lines, valves, fittings and other appurtenances and service for the intended purpose of installing water service to the parcels listed above. Your contractor will be responsible for traffic control, excavating the existing main and any and all road repairs necessary after installation. Washington Water will operate the valves for filling and flushing of the new mains and will do periodic inspections of the installation. Washington Water must be present during the wet-tap of the existing main in Mountain Highway E for the main extension.

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Washington Water requires a 20 foot wide easement for all onsite piping and appurtenances. Your surveyor or engineering firm must prepare an easement description and drawing exhibit for the on-site water system mains and appurtenances using the Washington Water easement form after construction is complete. Once all signatures have been notarized on the easement document, it must be recorded with the Pierce County Auditor's office and a final recorded document given to Washington Water.

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**

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 50% payment of the projected costs outlined in this Agreement. All past due accounts will be charged 1% per month (12% 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 be performed by Washington Water to commence.

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 utilizing Washington Water's approved format 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 commercial water service and issuance of Certificates 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.

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.

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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.

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

- Remit 50% of the projected costs (\$28,200) for engineering, construction labor, materials, and state right of way permits provided by Washington Water, as outlined in Attachment A.
  - 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 staff to delay work on this project.

#### 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.
- Contractor performing the work must be the low responsive and responsible bidder of the project. Which must be approved by Washington Water. Approval may not be unreasonably withheld, delayed or conditioned.
- 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.
- 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.
- Except in the case of emergencies. Acts of God, and provided that all materials for the project are available. Washington Water shall commence construction within thirty (30) days notification by Pierce Transit that the site is prepared for construction.

#### **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.
- Owner will periodically review status of project with Washington Water's Construction Superintendent.
- Owner will Coordinate inspections with Washington Water (either our Construction or Engineering Department)
- A Washington Water employee will be present at the time of the wet tap to the existing watermain on Mountain Highway.

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• Once construction is completed, Washington Water requires a minimum 24 hour prior notification so that an employee of Washington Water is present at the time the pressure test of all new water mains and appurtenances is completed.

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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 must be made, 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:

Christopher Schuler, Chief Financial Officer Printed Name

253-442-5677

Phone:

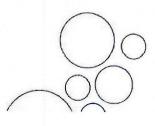
08/29/2022

**Date Accepted** 

Enclosure(s)

cc: Jim Morrison, Accounting Manager
 James Hughes, Acting Construction Superintendent
 Sarah Castro, Customer Service Manager
 John Puccinelli, Engineering Manager
 James Jensen, Operations Manager (East Pierce)
 Eng. File 3901

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	Southwood Pierce Transit Extension			ntain Hww	F			
		20, 2022	io mou	incenti intery				
	(Projected Cost	Good for 30-D	ays)					
				Engineering File	# 3901	1		
	*** Construction Materials ***							
Unit of	COMPLETE CONTRACTOR	Unit of			1			
Property	Description	Quantity	Measure	Unit Cost		Total		
103430	Construction Materials, Pipe, Valves, Fittings, Etc		LS	5.	S	•		
103450	Construction Materials for Services Construction Materials for Hydrants		LS	\$ - \$ -	<u>\$</u> \$	-		
100400			13	3 -	S	-		
					5	•		
		Sub-Total	1		\$			
		Contingency SUB Total - M	Intoniala	10%	S			
		Rounded Up		L	13	\$0.00		
	T	Construction Labor ***						
Unit of			Unit of		1			
Property	Description	Quantity	Measure	Unit Cost		Total		
103430	Construction Labor - Watermain		LS	5 5.000 00		5.000.00		
	Construction Labor - Services Construction Labor - Hydrants		LS	\$ 1,200.00		1 200 00		
105400	Construction Labor - Hydrants		LS	\$ 1.700.00	S	1.700.00		
	WWSC Engineering	1	LS	\$ 4 200 00		4,200.00		
					S	*		
					\$	-		
				Cantinganau				
		Contingancy		109	S	12.100.00		
		Contingency Sub-Total - C	onstruction	10%		1,210.00		
		Contingency Sub-Total - C Rounded Up			S			
		Sub-Total - C Rounded Up	Value	Labor	S	1,210.00 13.310.00		
		Sub-Total - C	Value	Labor	S	1,210.00 13.310.00		
Unit of		Sub-Total - C Rounded Up	Value	Labor	S	1,210.00 13.310.00		
	Description	Sub-Total - C Rounded Up	Value Contrac Unit of Measure	Labor	55	1,210.00 13.310.00 \$13,400.00 Total		
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Unit of Property	WADOT Permits (Encroachment) DOH Review Fees Tapping Contractor Geotechnical Engineer Engineering Consultant Land Surveyor Land Cost Additional Insurance Bonding Sanitary Facility Rental (Portable Toilet) Paving Contractor - Pavement Restoration Traffic Control Contractor - Flaggers	Sub-Total - C Rounded Up *** Outside Quantity 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Value Contrac Unit of Measure LS	Labor Stor *** Unit Cost S 1.000.00 S - S - S - S - 109 ractor arge = AVV/SC Costs= Developer Costs	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.210.00 13.310.00 513,400.00 1.000.00 		

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## RECEIVED SEP. 29, 2022 WA. UT. & TRANS COMM. ORIGINAL UW-220738



3**701 96th Street SW** Lakewood, WA 98499-4431 (253) 581-8080

US Bank

<u>19-10</u> 1250 CHECK NO.

379177

DATE 08/31/22

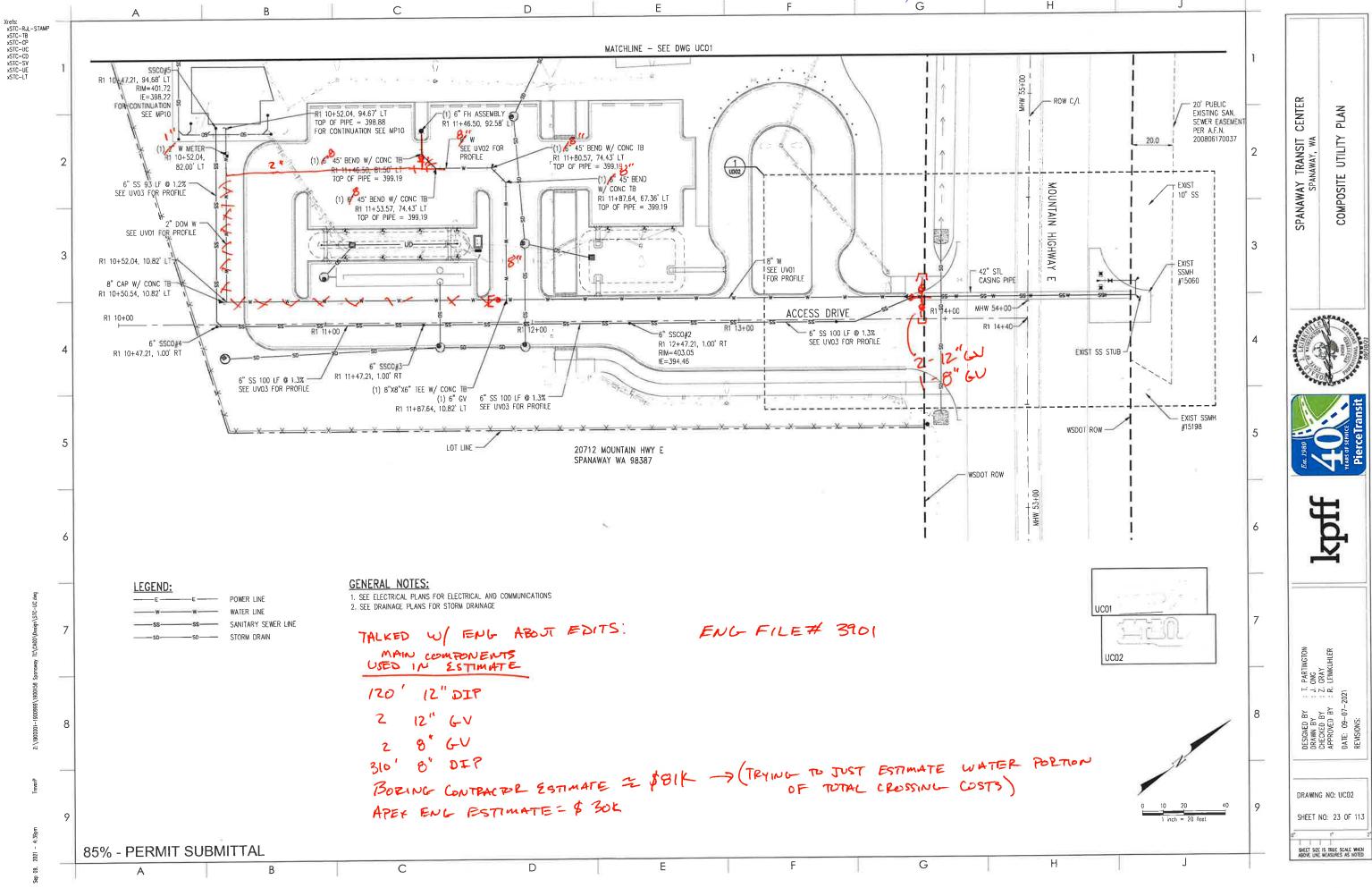
PAY FOURTEEN Thousand ONE Hundred Dollars and ZERO Cents

PAY EXACTLY \$ \*\*\*\*14,100.00 VOID IF NOT CASHED WITHIN 90 DAYS

TO THE ORDER OF Washington Water Service Company PO Box 336 GIG HARBOR, WA 98335

-Shh

	VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
PierceTra	nsit V110408	Washington Water Service Compa	08/31/22	379177
INVOICE	DATE PO NUMB	ER	DISCOUNT	NET AMOUNT
WTR FEE 08.22	1991			14,100.00



# RECEIVED SEP. 29, 2022 WA. UT. & TRANS COMM, ORIGINAL UW-220738