

WASHINGTON WATER SERVICE COMPANY

February 29, 2024

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

Dear Mr. Killip;

Enclosed is a copy of the agreement between Robert & Vivian Shaw and Washington Water Service Company (WWSC) to complete the tap and extension of the water main on Firdrona Dr NW, setting a gate valve at the new tap, 16 new services and 1 hydrant. This site is in Pierce County, which is serviced by Peacock Hill Water System, DOH ID# 66637Q and Parcel #0222301019 & 0222301021. This agreement has been signed by Robert E. Shaw and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified in the attachment are \$35,100.00. To this, a full payment of \$35,100.00 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 189th 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

1/5/2024

Robert and Vivian Shaw 7416 Sunnyside Rd SE Salem, OR 97306

Re:

Peacock Hill Water System, DOH ID# 66637Q, Pierce County Water Main Extension Agreement for Firdrona Dr. NW Plat

Parcel No. 0222301019 & 0222301021 Address: 3920 & 4002 Firdrona Dr NW

Dear Robert and Vivian Shaw:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company ("Washington Water"), a Washington corporation, and Robert and Vivian Shaw (the "Owner"), a 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 on Firdrona Dr NW. The projected cost of \$35,100 is exclusive to the time and materials necessary to review an engineered construction plan-set for the water main extension, tapping the existing main in Firdrona Dr NW, setting a gate valve at the new tap, provide bacteriologic sampling, inspections of the construction of the new main, 16 new services and 1 hydrant. 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 design and construction of the extended water main and service lines that are beyond the control of Washington Water.

Washington Water will review a provided engineering construction plan and will require the parcel owner to hire his/her own underground contractor to install the watermain, appurtenances and service for the intended purpose of installing water service to the parcel listed above. This contractor must be pre-approved by Washington Water, prior to beginning any underground work (a list of pre-approved contractors can be provided upon request).

The water system can support 750 gallons per minute for 45 minutes to this parcel. Services will be sized for domestic use. If in-home fire sprinklers will be required by Pierce County Fire Marshal's office, a larger service assemble may be needed to accommodate sprinkler flow. If fire flow sprinklers are required, the Owner is to

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.

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 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. The effective date for this contract will be set to 75 days from the date Washington Water receives the signed agreement and 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 schedule and cause construction to commence.

Prior to the start of the installation of a water main along 40th Ave NW, which is a private drive, an Easement is necessary for Washington Water to maintain our water system facilities on an on-going basis. Washington Water will prepare the easement for the line extension that you will be required to have signed by the property owner(s) 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 to 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 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.

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 (\$35,100) 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 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.
- The 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 water main on Firdrona Dr 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 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.
- 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

Effective Date: 4/21/24

Accepted

By:

CBORT E

SHAN

Printed Name

503 5819484

Phone:

1-23-24

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# 3964

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Washington Water Service Co.

Engineering Department 4531 Intelco Loop SE Suite 3 Lacey, WA 98503

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

Peacock Hill Water System Firdrona Dr Water Main Ext.

February 7, 2024 (Projected Cost Good for 30-Days)

Engineering File # 3964

*** Construction Materials ***

Unit of Property	Description	Quantity	Unit of Measure		Jnit Cost	Total
103430	Construction Materials, Pipe, Valves, Fittings, Etc		1 LS	\$	3,100.00	\$ 3,100.00
103450	Construction Materials for Services		1 LS	\$	-	\$
103480	Construction Materials for Hydrants		1 LS	\$		\$
						\$
						\$
		Sub-Total				\$ 3,100.00
		Contingency			10%	\$ 310.00
		SUB Total - Materials				\$ 3,410.00
		Rounded Up Value			\$3,500.00	

*** Construction Labor ***

Unit of Property	Description	Quantity	Unit of Measure		Unit Cost		Total
	Construction Labor - Watermain	Quantity	LS	s	4,100.00	s	4,100.00
The state of the s	Construction Labor - Services		LS	\$	1,700.00	\$	1,700.00
103480	Construction Labor - Hydrants		LS	\$	1,700.00	\$	1,700.00
			1	Г		\$	•
	WWSC Engineering		LS	\$	6,700.00	\$	6,700.00
						\$	
						\$	•
						\$	14,200.00
		Contingency 10%		\$	1,420.00		
		Sub-Total - Construction Labor			\$	15,620.00	
		Rounded Up Value					\$15,700.00

*** Outside Contractor ***

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost		Total
	County Permits (Encroachment)	1	LS	\$ 400.00	\$	400.00
	DOH Review Fees	1	LS	,	\$	
	Tapping Services	1	LS		\$	
	Geotechnical Engineer	1	LS		\$	
	Engineering Consultent	1	LS		S	*3
	Land Surveyor	1	LS		\$	•.
	Land Cost		LS		\$	•
	Additional Insurance	1	LS		\$	•
	Bonding	1	LS		\$	• •
	Sanitary Facility Rental (Portable Toilet)		LS	\$ -	\$	+
	Paving Contractor - Pavement Restoration	1	LS		\$	-
	Traffic Control Contractor - Flaggers	1	LS	\$ -	\$	
					\$	
					\$	
					\$	
					\$	
		SUB TOTAL			\$	400.00
		Contingency		10%	\$	4D.00
		Sub-Total - Outside Contractor			\$	440.00
		Rounded Up Value				\$500.00
		Project Subtotal =			\$	19,700.00
	East Pierce Facilities Charge =				\$	*
	Estimated TC			VWSC Costs	\$	1,000.00
		State B&O Ta	x		\$	3,700.00
	Anticipated Developer Costs for Taxable Services					
	\$ 40,300.00	Estimated TCJA Tax for Developer Costs =				10,700.00
		Projected Funds Required =				\$35,100

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

JK MONARCH, LLC

PO BOX 188 PUYALLUP, WA 98371 (253) 840-5660

> DATE 01/29/2024

AMOUNT

*2,900.00

PAY:

EXACTLY TWO THOUSAND NINE HUNDRED DOLLARS

Washington Water Service

TO THE ORDER

PO Box 336

OF:

Gig Harbor WA 98335



JK MONARCH, LLC • PUYALLUP, WA 98371

Check#: 16616

Date: 01/29/2024

Amount: 2,900.00

Vendor: 923 Washington Water Service

2,900.00

Fidrona Water Design Fee 012924

2,900.00

164

JK MONARCH, LLC

PO BOX 188 PUYALLUP, WA 98371 (253) 840-5660

3251

DATE 01/09/2024

AMOUNT *32,200.00

PAY:

EXACTLY THIRTY-TWO THOUSAND TWO HUNDRED DOLLARS

TO THE

Washington Water Service

ORDER

PO Box 336

OF:

Gig Harbor WA 98335



JK MONARCH, LLC • PUYALLUP, WA 98371

Check#: 16475

010924

Date: 01/09/2024

Amount: 32,200.00

Vendor: 923 Washington Water Service

Firdrona Water Design Fee

32,200.00

32,200.00

