

**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 John & Kathleen Allen and Washington Water Service Company (WWSC) to complete the tap and extension of the water main for two on Pt Fosdick Dr NW. This site is in Pierce County, which is serviced by Point Evans Water System, DOH ID# 68065U and Parcel #0221204023. This agreement has been signed by John Allen & Kathleen Allen and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified in the attachment are \$17,900.00. To this, a full payment of \$17,900.00 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".

Thu Hoang
Accounting Analyst



WASHINGTON WATER SERVICE

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

11/6/2023

John & Kathleen Allen
934 7th Ct
Fox Island, WA 98333

Re: Point Evans Water System, DOH ID# 68065U, Pierce County
Water Main Extension Agreement for XXX Pt Fosdick Dr NW
Parcel No. 0221204023

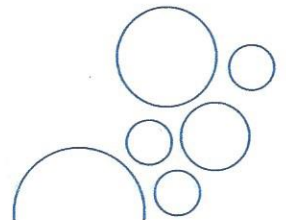
Dear John and Kathleen Allen:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and John & Kathleen Allen (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 and extension of the water main for two (2) on Pt Fosdick Dr NW. The projected cost of \$17,900 is exclusive to the time and materials necessary to provide an engineered construction plan-set for the water main extension and two (2) new services, the tie-in of new construction to the distribution system, bacteriologic sampling, and engineer 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, 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 an engineered construction plan and will allow the parcel owner to hire his/her 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 approved contractors can be provided upon request). The single service is to be set along your frontage within the designated easement at the northwest corner of your parcel. This service is for domestic use only.

Quality. Service. Value.
wawater.com



If home fire sprinklers are required by Pierce County Fire Marshal's office, a larger service assembly may be needed to 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.

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 situations.

Terms & Conditions

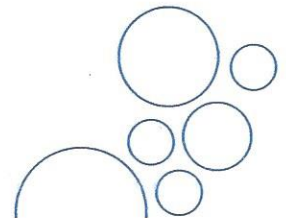
The projected costs are for engineering, construction materials and labor only, unless otherwise specified in Attachment A. Upon execution of this Agreement and prior to commencement of engineering and construction, Washington Water requires full payment of the projected costs outlined in this Agreement. 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 the contract is 75 days from the date Washington Water receives the 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 schedule and cause construction 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 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 charge 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 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.

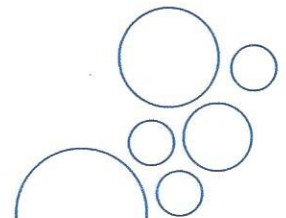
J. Dea
(Initial)

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 (\$17,900) 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.
- 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.



Received Nov 22, 2023

WA. UT. & TRANS. COMM. ORIGINAL UW-231025

- Washington Water will tap the existing watermain on Pt Fosdick Dr NW. A tapping sleeve, AWWA gate valve and valve blocking will be provided by Washington Water for your contractor to connect to.

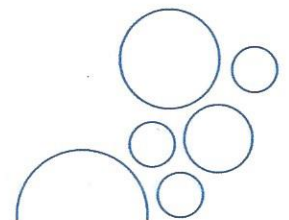
DURING CONSTRUCTION:

- 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 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 design engineer is responsible for the 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.
- 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.



Received Nov 22, 2023

WA. UT. & TRANS. COMM. ORIGINAL UW-231025

Sincerely,

By:

Matthew D. Brown, P.E.
General Manager

Accepted

By:

John Allen Kathleen Alley

Printed Name

(253) 432-3842

Phone:

11/7/23

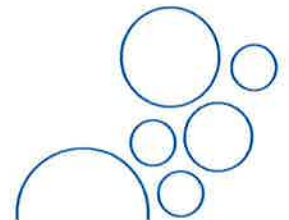
Date Accepted

Effective Date: 1/30/24

Enclosure(s)

- cc: Jim Morrison, Accounting Manager
- Eric Williams, Construction Superintendent
- John Puccinelli, Engineering Manager
- Shawn O'Dell, Operations Manager (Gig Harbor/Olympia)
- File2: EngFile# 3960

S:\Engineering\Project Report 3500\3960 - PE.Xxx PtFosdickDrNw; (0221204023) Allen\1 - ENGINEERING REVIEW\300 - Contract Drafts\Contract Draft (Par 0221204023) - Allen.docx





ALLEN FAMILY TRUST
JOHN E. ALLEN, TRUSTEE
KATHLEEN R. ALLEN, TRUSTEE
934 7TH CT.
FOX ISLAND, WA 98333

6279

15-24/1220 4569

Nov 7, 2023
Date

Pay to the Order of Washington Water Service \$17,900⁰⁰
Seventeen thousand nine hundred and 00/100
Dollars  Photo Safe Deposit Debit on bank

 Wells Fargo Bank, N.A.
California
wellsfargo.com

For Point Fosdick Agreement 

