



WASHINGTON WATER SERVICE

Engineering Department: 4531 Intelco Loop SE
Lacey, WA 98503 Tel: (360) 491- 3760

March 28, 2024

Mike Avila
Amber House Apartments LLC,
P.O. Box 1927
Eatonville, WA 98328

Re: Southwood Water System, DOH ID# 82844H, Pierce County, WA
Service/extension Agreement for Tax Parcel # 0418048011 & 8012, 9421 204th St E
Abbrev. Legal: A portion of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, T18N, R43, W.M.

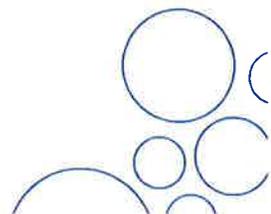
Dear Mike Avila:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company ("Washington Water"), a Washington corporation, and Amber House Apartments LLC (the "Owner") , a Washington limited liability company, 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 204th St E as indicated on the preliminary plan set, including the installation of hydrants capable to meet the minimum fire flow requirement of 1500 gallons per minute for a 120-minute duration.

For the Southwood system, developer shall enter into a separate agreement with Apex Engineering (Apex) for the 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. Certificates of Water Availability will not be issued until Apex's invoices are paid in full.

The projected cost of \$63,200 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 review of the water main extension engineering plan set, inspection of the water main extension, inspection of the installation for three domestic service connections, inspection of the installation for one irrigation connection, inspection of the installation for three fire



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 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(s) 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).

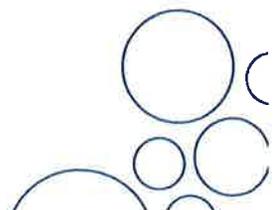
The improvements stated herein qualify as Contributed In Aid of Construction (CIAC). Pursuant to Section 118(b) of the Tax Cuts and Job Act (TCJA) of 2017, federal tax laws require CIAC funds to be federally taxed ensuring that the expansion of water service to new customers does not unfairly burden 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 a deposit payment of fifty percent (50%) of the projected costs outlined in this Agreement, which is \$31,600. Before construction begins, the remaining project costs will be reevaluated and a deposit payment of the remaining costs will be due. 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 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 is 75 days from the day Washington Water receives the signed contract and down deposit. Upon the Commission's approval, plans will be reviewed, 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, the developer will meet with Washington Water to develop a 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. Only after meeting the above requirements will Washington Water 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.

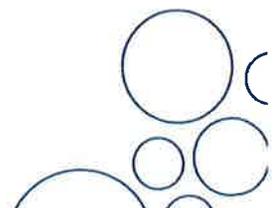
Upon execution of this Agreement, the Owner has 180 days to coordinate with Washington Water for the engineering and construction to complete this project. This Agreement shall automatically become invalid unless the work authorized in this Agreement has commenced within 180 days after execution. Once 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.

MA

(Initial)

I hereby understand that I am required to hire my own qualified contractor to complete the installation under the conditions listed below:

- Remit a deposit payment for 50% of the projected project 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 bill 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:

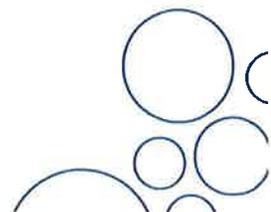
- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and scheduling 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 204th St 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 a 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 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.
- Final payment for the work completed as outlined in this Agreement has been received, and any remaining amounts due be paid in full.

If the terms of this Agreement are acceptable, please initial page 3 and sign below. Return both this Agreement and the agreed payment to our East Pierce Office at P.O. Box 44168, Tacoma, WA 98448 (or drop off at 5410 189th Street E, Puyallup, WA). 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:



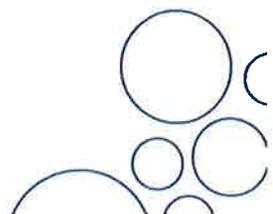
MICHAEL L AVILA
Printed Name

253 961-4305
Phone:

3/28/2024
Date Accepted

Effective Date: 7/20/2024

cc: Jim Morrison, Accounting Manager
Robert Bell, Construction Superintendent
Sarah Castro, Customer Service Manager
John Puccinelli, Engineering Manager
James Jensen, Operations Manager (East Pierce)
EngFile# 4004



AMBER HOUSE APARTMENTS LLC

PO BOX 1927
EATONVILLE, WA 98328-1927



4/29/2024

PAY TO THE ORDER OF Washington Water Service

\$ **31,600.00

Thirty-One Thousand Six Hundred and 00/100***** DOLLARS

Washington Water Service
P.O. Box 44168
Tacoma, WA 98448

MEMO

AUTHORIZED SIGNATURE

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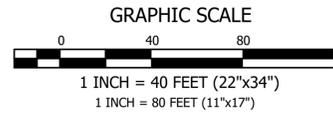
Received May 21, 2024

WA. UT. & TRANS. COMM. ORIGINAL UW-240398

Photo Safe Deposit
Details on Back.

AMBER HOUSE APARTMENTS- WATER MAIN EXTENSION

A PORTION OF SECTION 4, TOWNSHIP 18, RANGE 04, QUARTER 41 L 2-4 PIERCE COUNTY, WASHINGTON



PROJECT INFORMATION

ADDRESS: 9925, 10017 & 10125 204TH ST E
GRAHAM, WA 98338

PARCEL #: 0418048011 & 0418048012

TOTAL SITE AREA: 2.91 ACRES (126,760 SF)
PROPOSED USE: MULTI-FAMILY
EXISTING IMPERVIOUS SURFACE: 0.61 ACRES (26,517 SF)
NEW IMPERVIOUS SURFACE: 4.29 ACRES (FULLY DEVELOPED)

ZONING: MODERATE- HIGH DENSITY RESIDENTIAL
BUILDING SETBACKS: FRONT - 25'
ALL OTHERS - 5'

APPLICANT
MIKE AVILA REAL ESTATE, LLC
P.O. BOX 1927
EATONVILLE, WA 98328
(253) 961-4305

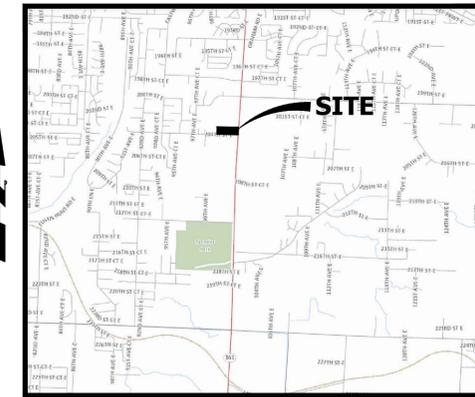
BIOLOGIST
CONFLUENCE ENVIRONMENTAL COMPANY
146 N CANAL ST, SUITE 111
SEATTLE, WA 98103
(253) 896-1011

ENGINEER/SURVEYOR

B.ALLEN, P.E. / S. WOODS, P.L.S.
CONTOUR ENGINEERING LLC
P.O. BOX 949 GIG HARBOR, WA 98335
(253) 857-5454
DATE OF SURVEY: NOV 11, 2021

SHEET INDEX

WA1 WATER MAIN EXTENSION COVER SHEET
WA2 WEST SITE ACCESS PLAN AND PROFILE
WA3 ONSITE MID PLAN AND PROFILE
WA4 ONSITE EAST PLAN AND PROFILE
WA5 NOTES AND DETAILS
WA6 NOTES AND DETAILS



VICINITY MAP

NOT TO SCALE

LEGEND

SURVEY	PROPOSED

CONSTRUCTION SEQUENCE

- HOLD A PRE-CONSTRUCTION MEETING WITH THE COUNTY AND OBTAIN REQUIRED PERMITS.
- FIELD LOCATE AND VERIFY ALL EXISTING SERVICES AND UTILITIES WITHIN THE PROJECT AREA PRIOR TO CONSTRUCTION. SEE VERIFICATION NOTE. FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES AND UTILITY CONNECTIONS, AND PROVIDE INFORMATION TO PROJECT ENGINEER.
- ESTABLISH CLEARING AND GRADING LIMITS.
- CONSTRUCT PERIMETER SILT FENCES, TREE PROTECTION FENCES, CONSTRUCTION ENTRANCE, INLET PROTECTION AND OTHER EROSION CONTROL MEASURES AS NEEDED.
- SCHEDULE CLEARING LIMITS, TREE PROTECTION AND EROSION CONTROL INSPECTIONS WITH THE COUNTY.
- POTHOLE ALL EXISTING UTILITIES WITHIN CONSTRUCTION AREA. SEE VERIFICATION NOTE, THIS SHEET
- DEMOLISH AND REMOVE EXISTING STRUCTURES, PAVEMENT, AND/OR UTILITIES.
- INSTALL TEMPORARY SEDIMENT POND
- PERFORM MASS GRADING AND STABILIZE ALL EXPOSED SOILS.
- INSPECTION OF PERMANENT STORMWATER SYSTEM SHALL BE COMPLETED ONCE EXCAVATED.
- CONTRACTOR SHALL CLEAN SEDIMENT POND AS NEEDED DURING CONSTRUCTION.
- CONSTRUCT IMPROVEMENTS PER PLANS.
- ARRANGE FINAL INSPECTION WITH THE COUNTY.
- ON-SITE SILTATION FENCE TO REMAIN UNTIL THE SITE IS STABILIZED TO THE APPROVAL OF THE INSPECTOR.
- REMOVE TESC MEASURES WHEN ALLOWED BY THE COUNTY INSPECTOR.

FILL SPECIFICATION

FILL MATERIAL SHALL NOT CONTAIN PETROLEUM PRODUCTS, OR SUBSTANCES WHICH ARE HAZARDOUS, DANGEROUS, TOXIC, OR WHICH OTHERWISE VIOLATE ANY STATE, FEDERAL, OR LOCAL LAW ORDINANCE, CODE, REGULATION, RULE, ORDER, OR STANDARD. ONLY EARTH MATERIAL SHALL BE PLACED IN FILLS.

UTILITY NOTE

EXISTING UTILITY INFORMATION DEPICTED ON THESE PLANS WAS OBTAINED FROM BEST AVAILABLE SOURCES AT THE TIME OF DESIGN. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE RELOCATION OF EXISTING UNDERGROUND CONFLICTING UTILITIES DEPICTED OR NOT DEPICTED ON THESE PLANS.

TRENCH NOTE

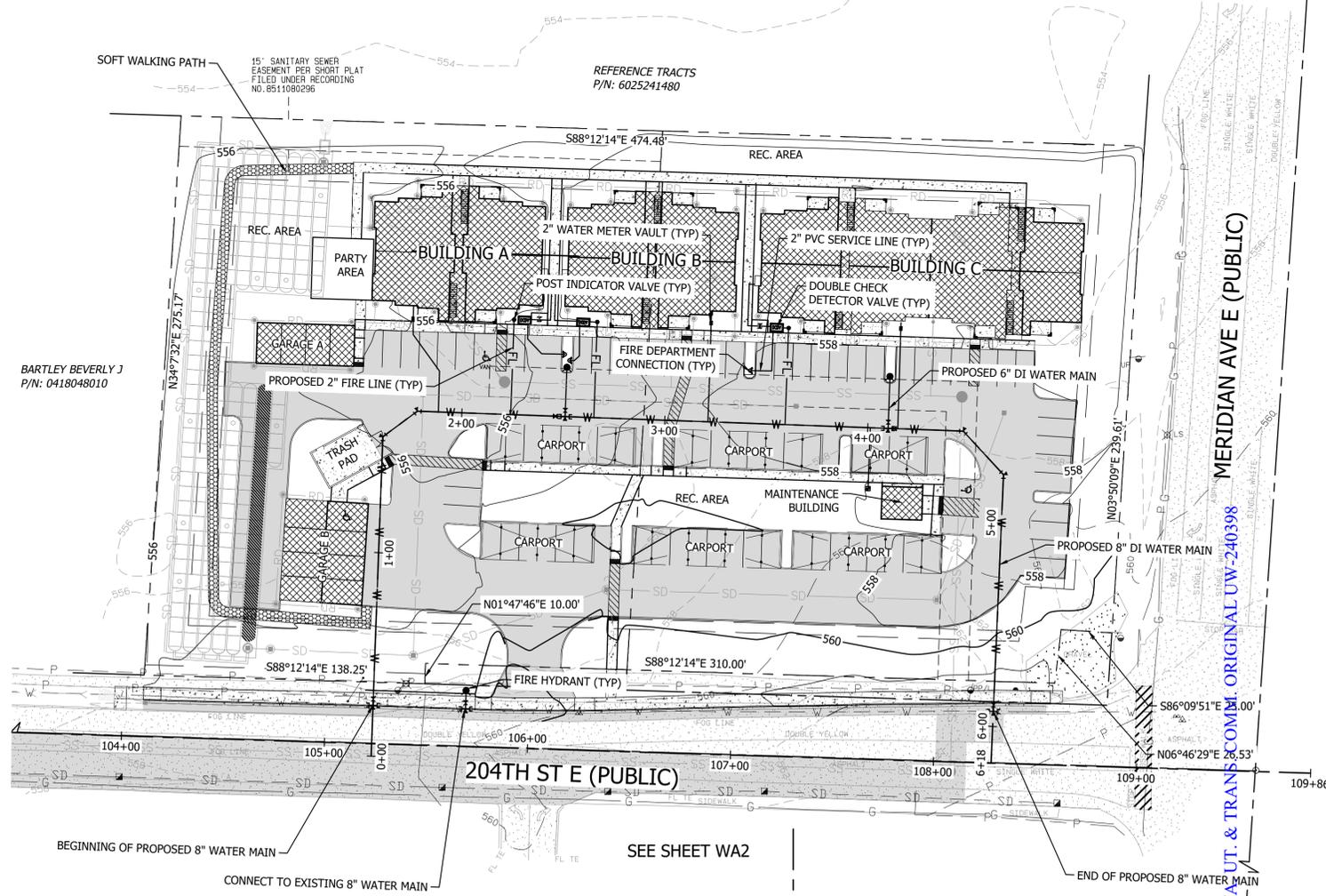
IF WORKERS ENTER ANY TRENCH OR OTHER EXCAVATION FOUR OR MORE FEET IN DEPTH THAT DOES NOT MEET THE OPEN PIT REQUIREMENTS OF WSDOT SECTION 2-09.3(3)B, IT SHALL BE SHORED AND CRIBBED. THE CONTRACTOR IS ALONE RESPONSIBLE FOR WORKER SAFETY. ALL TRENCH SAFETY SYSTEMS SHALL MEET THE REQUIREMENTS OF THE WASHINGTON INDUSTRIAL SAFETY AND HEALTH ACT, CHAPTER 49.17 RCW.

ROW NOTE

APPROXIMATE PC ROW LIMITS ARE SHADED DARK GRAY. ALL HARD SURFACE UTILITY CUTS TO BE COMBINED. PC INSPECTORS TO MARK FINAL RESTORATION LIMITS.

FLOOD PLAIN NOTE

SITE IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PLAIN.



VERIFICATION NOTE

ALL EXISTING UTILITIES IN THE CONSTRUCTION AREA SHALL BE IDENTIFIED AND VERIFIED FOR DEPTH AND LOCATION PRIOR TO ANY CONSTRUCTION ACTIVITIES SO TO IDENTIFY ANY POTENTIAL CONFLICTS WITH PROPOSED CONSTRUCTION. CONTACT PROJECT ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE IDENTIFIED.

PRIOR TO ANY CONSTRUCTION ACTIVITIES, VERIFY EXISTING TOPOGRAPHY IS CONSISTENT WITH WHAT IS SHOWN ON PLANS AND IF THERE ARE ANY POTENTIAL CONFLICTS WITH PROPOSED CONSTRUCTION ACTIVITIES. CONTACT PROJECT ENGINEER IMMEDIATELY IF ANY CONFLICTS ARE IDENTIFIED.

CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG

BY	DATE	DESCRIPTION

<p>CONTOUR ENGINEERING . L L C CIVIL ENGINEERS ~ SURVEYORS ~ LAND PLANNERS Phone: 253-857-5454 ~ Fax: 253-509-0044 ~ info@contourllc.com Mailing Address: P.O. Box 949, Gig Harbor, WA 98335 Physical Address: 4706 97th Street NW, Suite 100, Gig Harbor, WA 98332</p>	<p>MARCH 29, 2024</p>
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<p>SHEET TITLE: WATER MAIN EXTENSION COVER SHEET</p>	<p>PHONE: (253) 286-5600</p>
<p>CLIENT: MIKE AVILA 9708 204TH ST E. GRAHAM WA. 98338</p>	<p>CONTACT: MIKE AVILA</p>
<p>DESIGNER: K. ROSE ENGINEER: B. ALLEN DRAWN: C. JOST S4 T18 R04 WM DATE: 2024-03-29 REVISED:</p>	<p>PROJECT: 19-097 DWG NAME: 19-097-C</p>
<p>SHEET WA1</p>	<p>REV. 1 OF 6</p>

Received May 21, 2024. WA UT. & TRANS. COMM. ORIGINAL UW-240398