## RECEIVED NOV 24, 2020 WA. UT. & TRANS COMM. ORIGINAL UW-200959 SFP 16 2020



# WASHINGTON WATER SERVICE

14519 Peacock Hill Avenue • P.O. Box 336 Gig Harbor, WA 98335 *Tel:* (877) 408-4060

September 1, 2020

Louis & Carolyn Torre 4306 27<sup>th</sup> Ave SE Puyallup, WA 98374

Re: Peacock Hill Water System, DOH ID# 66637Q, Pierce County Water Main Extension/Service Agreement for 2012 State Game Access Rd Nw Parcel No. 0222163017

Dear Mr. and Mrs. Torre:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Mr. and Mrs. Torre (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 in 19<sup>th</sup> Avenue NW. The projected cost of \$20, 286 is exclusive to the time and materials necessary to provide an engineered construction plan-set for the water main extension and 1 new service, 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.

If in home fire sprinklers will be required by Pierce County Fire Marshal's office, a larger service assemble may be needed at 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.

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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 full payment of the projected costs outlined in this Agreement. The service installation does not include the Service Connection Charge per service connected (services requiring a larger than  $\frac{3}{4}$ " meter will be charged for labor and materials), meter installation, nor the issuance of Certificates of Water Availability; these fees are billed separately from this Agreement (included with the service connection charge). 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. 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 deposit received, Washington Water will schedule and cause construction to commence.

Prior to the start of the installation of a water main along State Game Road 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.

Once construction has been completed, a Certificate of Completion signed by a licensed engineer and all approvals received. Upon completion of this project the Owner is to provide Washington Water with a Bill of Sale transferring the ownership of these contributed facilities to Washington Water.

Washington Water will not issue any Certificate(s) of Water Availability until the extended main and any other requested facilities have been installed, pressure tested, bacteriological samples taken and tested with satisfactory results and a licensed engineer has certified the project as completed. Prior to commencement of domestic water service, Washington Water requires all remaining amounts be paid in full and an active billing account created. 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.

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

2 | P a g e Quality. Service. Value. wawater.com

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.

(Initial)

# I elect to hire my own qualified contractor to complete the installation under the conditions listed below:

- Remit full payment of the projected costs (\$20,286) 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 the excavation of the main to be tapped along with any road repairs. Any contractor purchased materials must be on-site and inspected by Washington Water prior to installation.
- Washington Water will tap the existing watermain on 19<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:

- 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 responsible for pressure testing installed facilities.

3 | P a g e Quality. Service. Value. wawater.com

- 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 has been received, 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 and then sign the letter below. Return both this letter and the agreed payment for the main extension and installation of any other facilities listed in this Agreement 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,

Bv: Matthew D. Brown, P.E.

General Manager

Accepted

By:

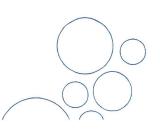
Date Accepted CK 1162 Enclosed

Enclosure(s)

cc: Kanosi Chakweva, Accounting Manager Eric Williams, Construction Superintendent Sarah Castro, Customer Service Manager John Puccinelli, Engineering Manager Shawn O'Dell, Operations Manager File1: Peacock Hill Water System File2: EngFile# 3889

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4 Page Quality. Service. Value. wawater.com



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	Engineer's Opinion of Pre Attac	obable Projec chment "C"	ct Costs S	Summary		
		cock Hill				
		bution Ex ust 4, 2020 st Good for 30-D		- Option C		
	r	*** Constru	uction Ma	Engineering File # terials ***	3889	
Unit of			Unit of			
Property	Description Construction Materials, Pipe, Valves, Fittings, Etc	Quantity	Measure LS	Unit Cost \$ 838.20	S	Total 838.20
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	Construction Materials for Hydrants		LS	\$ -	\$	-
					\$	-
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		Sub-Total Contingency		10%	\$	838.20
		Sales Tax		9.00%		82.98
		SUB Total - N	Aaterials		\$	1,005.00
		Rounded Up	Value			\$1,100.00
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Unit of			Unit of			
Property	Description	Quantity	Measure	Unit Cost		Total
	Construction Labor - Watermain		LS	\$ 3,960.00	\$	3,960.00
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Unit of Property	Description County Permits (Encroachment)	Quantity	Unit of Measure LS	Unit Cost \$ 396.00	\$	
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	County Permits (Encroachment) DOH Review Fees Hydrogeologist	Quantity	Measure LS LS LS		\$ \$	396.00 - -
	County Permits (Encroachment) DOH Review Fees Hydrogeologist Geotechnical Engineer	Quantity	Measure LS LS LS LS		\$ \$ \$	396.00
	County Permits (Encroachment) DOH Review Fees Hydrogeologist Geotechnical Engineer Engineering Consultant	Quantity 1	Measure LS LS LS LS LS LS	\$ 396.00	\$ \$ \$	396.00 - - - -
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	County Permits (Encroachment) DOH Review Fees Hydrogeologist Geotechnical Engineer Engineering Consultant Land Surveyor (Easement) Land Cost Additional Insurance	Quantity 1	Measure LS LS LS LS LS LS LS LS LS	\$ 396.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	396.00 - - - -
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2) Totals are rounded to nearest \$100

## 5 | P a g e Quality. Service. Value. wawater.com

# RECEIVED NOV 24, 2020 WA. UT. & TRANS COMM. ORIGINAL UW-200959

Vanguard <sup>®</sup> Prime	
Money Market Fund	

II<sup>i</sup>

LOUIS C. TORRE TR UA 03-20-1997 TORRE FAMILY TRUST 4306 27TH AVE. SE PUYALLUP, WA 98374-1775

DATE Sept 14, 2020 62-22/311

1102

Water Service 20,28600 Washington \$ PAY TO THE ORDER OF gul 100 there send two hundred eighty 5 DOLLARS Details on Back. livei NOT VALID FOR LESS THAN \$250.00 Payable through WFB, N.A. Wilmington, DE oore FOR Water 1840 Eng MP