

February 16, 2021

Mark L. Johnson, Executive Director & Secretary Washington Utilities and Transportation Commission PO Box 47250 Olympia, WA 98504-7250

Dear Mr. Johnson;

Enclosed is a copy of the contract between South Puget Sound Habitat for Humanity and Washington Water Service Company (WWSC) to extend water main line in Henderson Boulevard and connect to the Owner's onsite piping from the East side of the Owner's property. This site is in Thurston County, which is serviced by Henderson Boulevard Water System, DOH ID #08359U. This agreement has been signed by Carly Colgan and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified on attachment "A" are \$45,273.00. To this, a payment of \$22,637.00 has been received, as attached.

A vicinity map showing the location of the lot is included with this filing. Please do not hesitate to call me at 253-851-4060 ext. 1105, if you have any questions.

Sincerely,

Kanosi Chakweva Accounting Manager

hakwera

Customer Service: Toll Free (877) 408-4060

Gig Harbor: 14519 PEACOCK HILL AVE NW • PO BOX 336 • GIG HARBOR, WA 98335

Olympia: 6800 MERIDIAN RD SE • OLYMPIA, WA 98513



12.22.20 ED

December 8, 2020

Ms. Carly Colgan South Puget Sound Habitat for Humanity 711 Capitol Way S Suite 401 Olympia, WA 98503

Re:

Henderson Boulevard Water System, DOH ID# 08359U, Thurston County Water Main Extension Agreement for 28 Connections: $1150~73^{\rm rd}$ Av SE

Parcel No. 79300002301

Dear Ms. Colgan:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and South Puget Sound Habitat for Humanity (the "Owner") to extend the existing water main line and installation of any other facilities needed to provide domestic 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 provide service to the South Puget Sound Habitat for Humanity plat, the existing watermain at Washington Water's adjacent wellsite to the west of the Owner's parcel must be extended. In addition, the water main in Henderson Boulevard must be extended and connected to the Owner's onsite piping from the east side of the Owner's property. The projected cost of \$ 45,273 is exclusive to the time and materials necessary to provide service to the proposed 28 lots. 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.

The Owner(s) have indicated that the design and installation of all on-site water system assets will be designed and installed by their contractor(s). Prior to the start of construction Washington Water Engineering Department must review and approve the construction plan set as it pertains to water system assets (watermain, service, etc.) and if revisions are necessary, they must be completed to the satisfaction of Washington Water. Depending on construction plan revisions, it may be necessary to adjust the Projected Cost Estimate to reflect any cost and scope changes detailed in the final design. Prior to the start of construction Washington Water requires a deposit payment of \$22,637 fifty-percent (50%) of the project costs along with the signed agreement to begin work.

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wawater.com

Washington Water Engineering Department has provided the Owner(s) with a preliminary cost estimate of \$45,273 for budgeting purposes. The Scope of Work for this cost estimate is as follows:

Off-Site

Washington Water will design and construct the necessary off-site water main extension from Washington Water's well site at the west side of the Owner's property and will also provide a connection to the water main on Henderson Boulevard for the Owner's on-site piping from the east side of the Owner's property.

Washington Water will cut, cap and abandon the 4" main in 73rd Ave SE to accommodate the Owner's project.

On-Site

The Owner will hire their own contractor(s) to design and complete the installation of all on-site water system assets. Washington Water Engineering Department must review the engineering plan set as it pertains to water system assets (watermain, service, etc.) and if revisions are necessary to the plan set, they must be completed to the satisfaction of Washington Water before construction can commence.

During the construction phase of the project, Washington Water will operate the valves for filling and flushing of the new mains and will do periodic inspections of the installation and witness the pressure testing of the new mains. Removal and disposal of the abandoned 4" PVC water main in 73rd will be the responsibility of the Owner.

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 a deposit payment of \$22,637 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. 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.

The Owner's land surveyor, or engineering firm will need to prepare a 20 foot wide easement description for the on-site water system mains and appurtenances using the Washington Water easement form after on-site

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and off-site construction has been completed. An Easement is necessary for Washington Water to maintain our water system facilities on an on-going basis. The easement for the line extension is required to be signed by the property owner(s) of all affected properties, signatures notarized and recorded with the Thurston 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 be paid in full with an active billing account established prior to commencement of 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.



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

- Remit a deposit payment of \$22,637 of the projected costs (\$45,273) 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 deposit 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 within the scope of this agreement
- 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 Owner's 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 4" watermain at our adjacent wellsite to the west of the Owner's property. A 4" AWWA flanged x mechanical joint gate valve will be installed for the Owner to connect the on-site piping to. In addition, the main on Henderson Boulevard will be wet tapped and a 4" AWWA flanged x mechanical joint gate valve will be installed for the Owner to connect the on-site piping from the east side of the Owner's property.
- Washington Water will cut, cap, and abandon the 4" main in 73rd Ave SE

DURING CONSTRUCTION:

- Washington Water will operate the valves for filling and flushing of the new watermain and will do
 periodic inspections of the installation and witness the pressure testing of the new watermain and
 fire hydrant.
- Review status of project with Washington Water's Construction Superintendent.
- Coordinate inspections with Washington Water (either our Construction or Engineering Department)
- The Owner will remove and dispose the abandoned 4" PVC main in 73rd Ave as necessary.

BEFORE TIE-IN/ACTIVATION OF NEW FACILITIES:

- Once construction is completed, Washington Water will witness the pressure test of the installed facilities to be carried out by the Owner.
- 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.



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 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 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,

Ву:

Matthew D. Brown, P.E. General Manager Accepted

By:

Carly Colgan

Printed Name

360-956-3456

Phone:

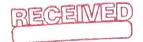
1/11/2021

Date Accepted

Enclosure(s)

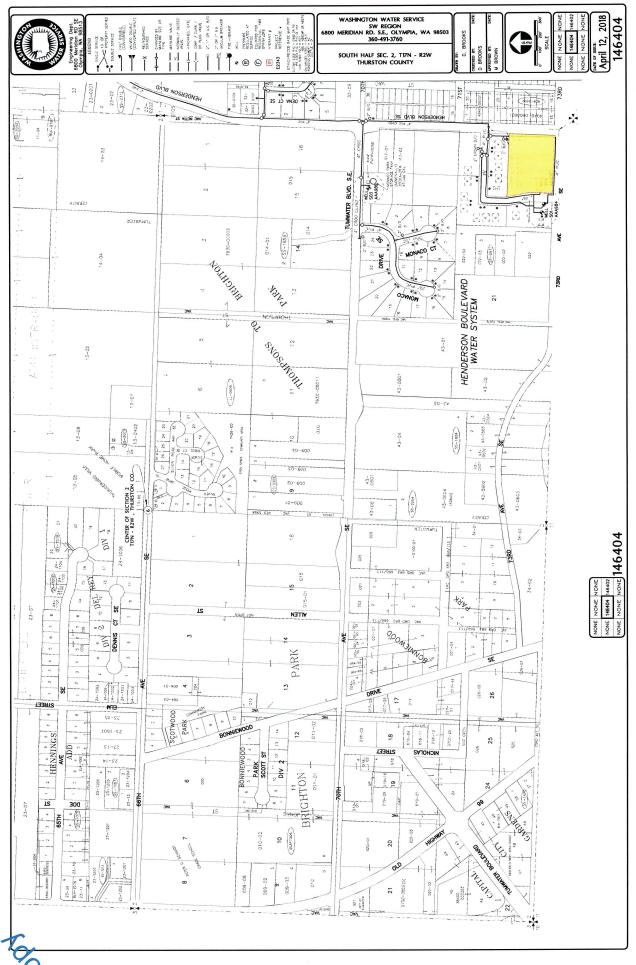
cc: Kanosi Chakweva, Accounting Manager
Eric Williams, Construction Superintendent
Sarah Castro, Customer Service Manager
John Puccinelli, Engineering Manager
Shawn O'Dell, Operations Manager (Gig Harbor/Olympia)
Chris Merritt, Olympic Engineering
Greg Laura, South Puget Sound Habitat for Humanity
File1: Henderson Boulevard Water System
File2: EngFile# 3902

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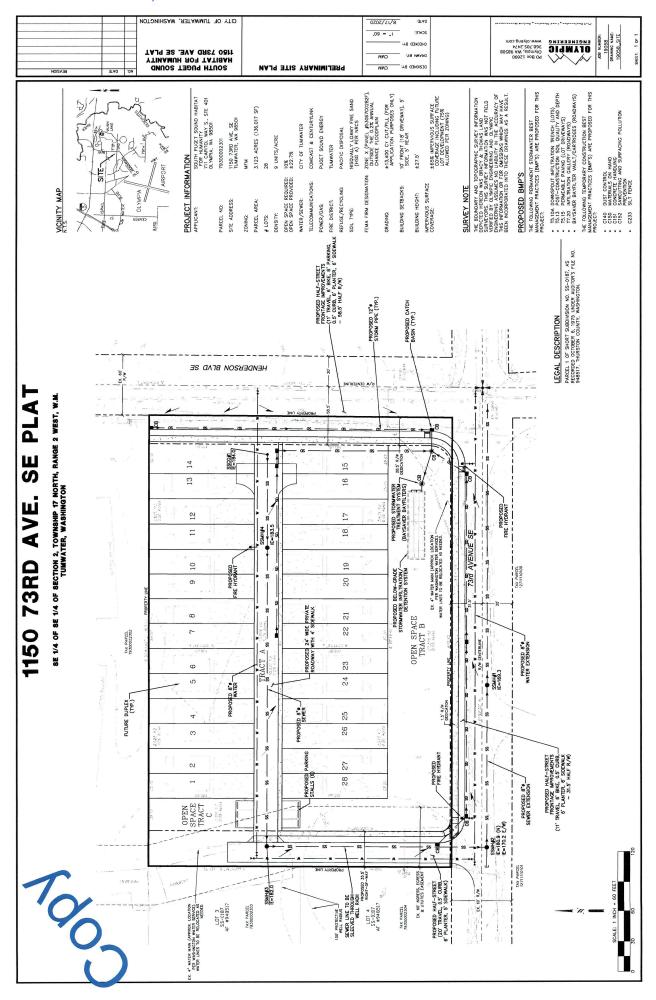






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Washington Water Service Co.

Engineering Department 6800 Meridian Road SE Olympia, WA 98513

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

Henderson Boulevard Water System Domestic Services for 1150 73rd Ave SE Henderson Blvd

December 8, 2020 (Projected Cost Good for 30-Days)

Engineering File # 3902

*** Construction Materials ***

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
103240	Construction Materials, Pipe, Valves, Fittings, Etc	1	LS	\$ 6,046.81	\$ 6,046.81
103450	Construction Materials for Services	1	LS	\$ -	\$ -
103480	Construction Materials for Hydrants	1	LS	\$ -	\$ -
					\$ -
					\$
		Sub-Total			\$ 6,046.81
		Contingency Sales Tax SUB Total - Materials		10%	\$ 604.68
				9.00%	\$ 598.63
					\$ 7,250.12
				A= AAA AA	

Rounded Up Value

\$7,300.00

*** Construction Labor ***

Unit of			Unit of			
Property	Description	Quantity	Measure		Unit Cost	Total
103240	Construction Labor - Watermain	1	LS	\$	10,296.00	\$ 10,296.00
103450	Construction Labor - Services	1	LS	\$	-	\$ -
103480	Construction Labor - Hydrants	1	LS	\$	-	\$ -
						\$ -
	WWSC Engineering	1	LS	\$	5,491.20	\$ 5,491.20
						\$ -
						\$ -
					\$ 15,787.20	
		Contingency	•		10%	\$ 1,578.72
		Sub-Total - Construction Labor			\$ 17,365.92	
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Rounded Up Value

\$17,400.00

*** Outside Contractor ***

	Outside Contractor								
Unit of Property	Description	Quantity	Unit of Measure	Unit Cost		Total			
riopeity	County Permits (Encroachment)	Quantity	LS	Ullit Cost	\$	iotai -			
	DOH Review Fees	1	LS		\$				
		1				<u> </u>			
	Hydrogeologist	1	LS LS		\$	-			
	Geotechnical Engineer	1			\$				
	Engineering Consultant	1	LS		\$	-			
	Land Surveyor	1	LS		\$	-			
	Land Cost		LS		\$	-			
	Additional Insurance	1	LS		\$	-			
	Bonding	1	LS		\$	-			
	Sanitary Facility Rental (Portable Toilet)	1	LS	\$ -	\$	-			
	Paving Contractor - Pavement Restoration	1	LS		\$	-			
	Traffic Control Contractor - Flaggers	1	LS	\$ 1,900.80	\$	1,900.80			
					\$	-			
					\$	-			
					\$	-			
					\$	-			
		SUB TOTAL			\$	1,900.80			
		Contingency		10%	\$	190.08			
		Sub-Total - Outside Contractor			\$	2,090.88			
		Rounded Up Value				\$2,100.00			
		Project Subtotal =			\$	26,800.00			
		Federal Tax per the TCJA=			\$	7,124.05			
		State B&O Tax =			\$	516.61			
		Anticipated TCJA Tax =			\$	10,832.76			
		Projected Funds Required =				\$45,273			

Assumptions

- 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

SPS Habitat for Humanity 711 CAPITOL WAY SOUTH #401 OLYMPIA, WA 98501 (360) 956-3456

1st Security Bank of Washington 600 Wooland Square Loop SE Lacey, WA 98503 98-8228/3251

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1/12/2021

PAY TO THE ORDER OF

Washington Water Service

**22,637.00

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CASH CNLY IF ALL CheckLock W SECURITY FEATURES LISTED ON BACK INDICATE NO FAMPERING OR COPYING



Washington Water Service 6800 Meridian Rd SE Olympia, WA 98513

MEMO

SPS Habitat for Humanity

Washington Water Service

1/12/2021

22,637.00

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1st Security Bank of

22,637.00