



## WASHINGTON WATER SERVICE

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

October 4, 2022

Peninsula Metropolitan Park District  
Attn: Denis Ryan  
P.O. Box 425  
Gig Harbor, WA 98335

Re: Point Evans Water System, DOH ID# 68065U, Pierce County  
Water Main Extension Agreement for PenMet Parks Community Recreation Center  
Parcel No. 0221282009, 0221282036, 2416 14<sup>th</sup> Ave NW, Gig Harbor  
Phase 2 of 2

Dear Denis Ryan,

This Water Main Extension Agreement is Phase 2 of 2 (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Peninsula Metropolitan Park District (the "Owner") to extend the existing water main line and installation of any other facilities needed to provide water utility service to support the Pen Met Parks Recreational Center Upgrade Project as referenced above.

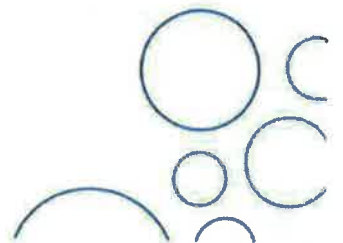
This Agreement sets forth the terms and conditions as well as our engineer's projected costs, enclosed as "Attachment A", which is based on preliminary site plan provided to us by Contour Engineering LLC dated 03/04/2022 for Phase 2 of this project. This phase includes the wet-tap of the 10" water main on 14<sup>th</sup> Ave NW in two locations for the main extension, Washington Water will provide and install AWWA gate valves and valve blocking for your underground contractor to connect. Your contractor will be responsible for traffic control, excavating the existing main and any road repairs necessary after installation including the installation of 3 hydrants capable to meet the minimum fire flow requirement of 1500 gallons per minute for a 2 hour duration.

As there are two phases to this project, both phases are required to be complete for certificate issuance. If this phase is completed prior to Phase 1, certification of the project will not be issued until such time as Phase 1 is complete.

The projected cost of \$32,900 is exclusive to the time and materials necessary as estimated by Washington Water Engineering, based on the submitted preliminary site plan as noted above. The estimated water utility scope includes, 10" water main extension, installation of one (1) 1.5" commercial service connection, two (2) tie-ins of the new construction to the distribution system, bacteriologic sampling, and 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

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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 must review and approve the final engineered construction plan once it is complete 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 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.

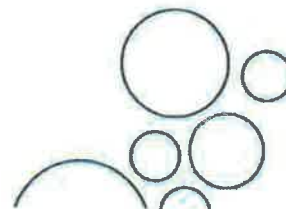
#### Terms & Conditions

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 50% of the projected costs outlined in this Agreement. Before construction begins, the remaining projects costs will be reevaluated based on the final plan set and a deposit payment of 50% 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-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.

Upon completion of the project a 20 foot wide Easement for all onsite piping and appurtenances or right-of-ways to be dedicated to Pierce County is required. If necessary, a surveyor or engineering firm will need to prepare an easement description and drawing exhibit for the on-site water system mains and appetences' using the Washington Water easement form after construction is complete. Once all signatures have been notarized on the easement document, it must be recorded with the Pierce County Auditor's office. This is necessary for Washington water to maintain the on-site facilities on an on-going basis.

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 before a Final Certificate of Water Availability can be issued for this project.



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 charge a monthly

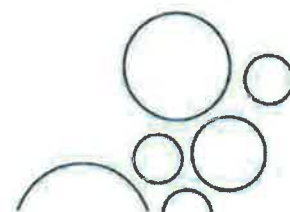
Ready-to-Serve fee as listed in Washington Water's approved tariff, until a meter installation has occurred. Washington Water will provide the Owner with a Certificate of Water Availability.

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.

*OWB*  
(Initial) I elect to hire my own qualified contractor to complete the installation under the conditions listed below:

- Remit a 50% deposit payment of the projected engineering 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 reevaluate 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:

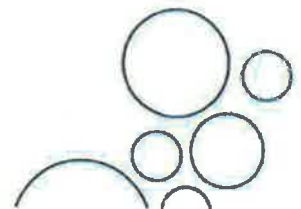
- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedule 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
- Washington Water will tap the existing watermain on 14<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:

- 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 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







THIS CHECK IS VOID WITHOUT A RED & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



Finance Department  
950 Fawcett Ave Suite 100  
Tacoma WA 98402-5603

Metro Park District-Peninsula

KEYBANK NATIONAL ASSOCIATION

97-300  
1243

Warrant Date: 10/19/2022

1660900

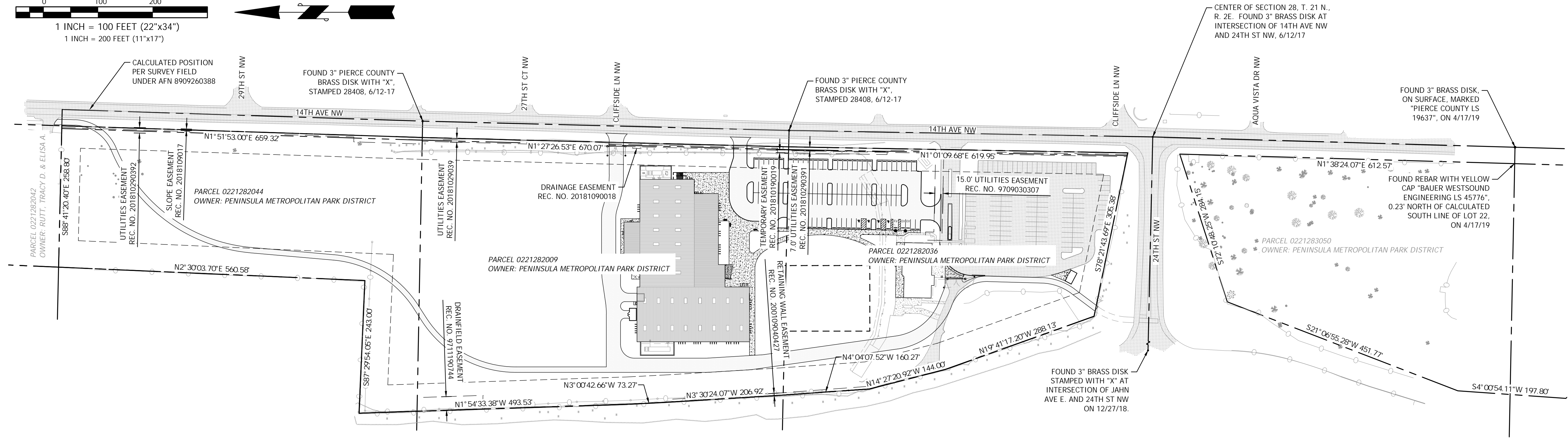
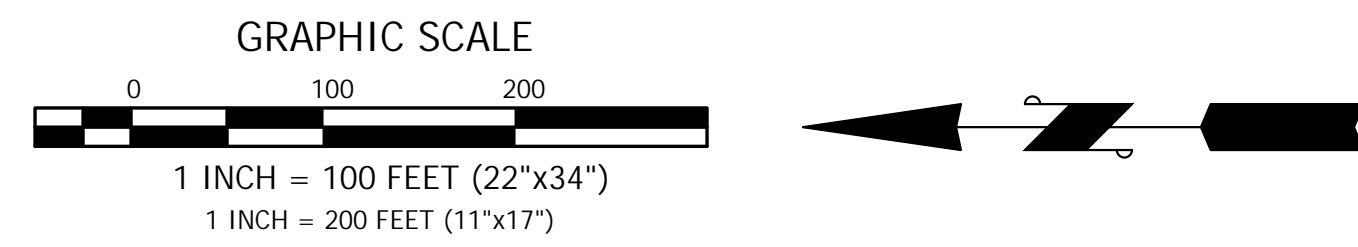
PAY TO WA WATER SERVICE COMPANY  
Sixteen Thousand Four Hundred Fifty and 00/100 Dollars

\$16,450.00

WA WATER SERVICE COMPANY  
PO Box 226  
Gig Harbor, WA 98335

VOID SIX MONTHS AFTER WARRANT DATE

*Greg Reiman*  
FINANCE DIRECTOR



**APPLICANT**

CONNIE OSBORN, BRS ARCHITECTURE  
3457 RINGSBY CT, UNIT 200  
DENVER, CO 80216  
PHONE: (303) 355-1366

**OWNER**

PENINSULA METROPOLITAN PARK DISTRICT  
P.O. BOX 425  
GIG HARBOR, WA 98335  
(253) 858-3400

**CIVIL ENGINEER/SURVEYOR**

CONTOUR ENGINEERING LLC  
P.O. BOX 949  
GIG HARBOR, WA 98335  
PHONE: (253) 857-5454

**GEOTECHNICAL ENGINEER**

GEORESOURCES, LLC  
4809 PACIFIC HIGHWAY E.  
FIFE, WA 98424  
PHONE: (253) 896-1011

**ARCHITECT**

BRS ARCHITECTURE  
3457 RINGSBY CT, UNIT 200  
DENVER, CO 80216  
PHONE: (303) 455-1366

**LANDSCAPE ARCHITECT**

RWD LANDSCAPE ARCHITECTS  
4405 7TH AVE SE #203  
LACEY, WA 98503  
PHONE: (360) 456-3813

**SITE INFORMATION**

TOTAL SITE AREA: 750,488 SF (17.23 AC)  
PARCEL NUMBERS: 0221282036, 0221282009, 0221282044  
ADDRESS: 2416 14TH AVE NW  
GIG HARBOR, WA 98335  
ZONING: PARKS AND RECREATION  
COMMUNITY PLAN: GIG HARBOR

**LEGAL DESCRIPTIONS**

(FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 4266-3172582)

PARCEL A:  
THE EAST HALF OF LOT 18, THE UNITED STATES ABANDONED MILITARY RESERVE IN SECTION 28, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; EXCEPT PRIMARY STATE HIGHWAY NO. 14; EXCEPT J.S. REID COUNTY ROAD; AND ALSO EXCEPT THAT PORTION THEREOF CONDEMNED BY THE STATE OF WASHINGTON IN PIERCE COUNTY SUPERIOR COURT CAUSE NO. 205189. ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED SEPTEMBER 4, 2001 UNDER RECORDING NOS. 20010904027 AND 20010904028.

PARCEL B:  
ALL THAT PORTION OF LOT 15, ABANDONED MILITARY RESERVATION IN SECTION 28, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, LYING EAST OF THE EASTERLY LINE OF STATE HIGHWAY NO. 14C AND SR 16, AS CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED UNDER AUDITOR'S NO. 1781045 AND AS CONDEMNED BY THE STATE OF WASHINGTON IN DECREE ENTERED FEBRUARY 14, 1972, IN PIERCE COUNTY SUPERIOR COURT CAUSE NO. 203323; EXCEPT FROM SAID PORTION OF LOT 15, J.S. REID COUNTY ROAD (14TH AVE. NW) ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED SEPTEMBER 4, 2001 UNDER RECORDING NOS. 20010904027 AND 20010904028.

PARCEL C:  
ALL THAT PORTION OF LOT 10, ABANDONED MILITARY RESERVE NO. 23 IN SECTION 28, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, LYING EAST OF THE EASTERLY LINE OR PRIMARY STATE HIGHWAY NO. 14; EXCEPT J.S. REID COUNTY ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY NO. 16, BY INSTRUMENT RECORDED APRIL 21, 1972 UNDER RECORDING NO. 2441570; ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED SEPTEMBER 4, 2001 UNDER RECORDING NOS. 20010904027 AND 20010904028.

**BASIS OF BEARING**

GRID NORTH. BASED UPON GLOBAL POSITIONING SYSTEMS (GPS) LAMBERT GRID WASHINGTON STATE SOUTH ZONE COORDINATES. THE NORTH AMERICAN DATUM OF 1983/2011 (NAD 83/2011 EPOCH 2010.00) GRID COORDINATES WERE FOUND TO BE 716504.43 / 1128920.65 AT A WSDOT BRASS DISK MONUMENT, "GP2016-123" ON 24TH STREET NW ON OVERPASS CROSSING SR-16 NEAR GIG HARBOR. THE INVERSE OF BOTH THE SEA LEVEL CORRECTION FACTOR OF 0.9999919673 AND THE GRID SCALE FACTOR OF 0.9999881832 WAS APPLIED TO THE GRID COORDINATES FOR SHOWN GROUND DISTANCES.

**VERTICAL DATUM**

BASE: HELD ELEVATION OF 345.46 ON PIERCE COUNTY CONTINUOUSLY OPERATING REFERENCE STATION (CORS) "PRDY" (NAVD 88)

**TITLE REPORT ITEM NOTES**

(FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 4266-3172582):

- 1-9) TITLE COMPANY CONCERNS. NON-SURVEY RELATED ITEMS.
- 10-15) ITEMS CONCERNING FISCAL RESPONSIBILITY IN THE PROPERTY. NON-SURVEY RELATED.
- 16-17) TITLE COMPANY CONCERNS. NON-SURVEY RELATED ITEMS.
- 18-21) ITEMS CONCERNING PORTIONS OF LAND CONVEYED IN DEEDS TO THE STATE OF WASHINGTON, RECORDED UNDER RECORDING NUMBERS 1781045, 1781477, 1781478, AND 2441570, CREATING THE WESTERLY LINE OF PARCELS A, B, AND C. SHOWN HEREON.
- 22) ITEM CONCERNING A RECORD OF SURVEY RECORDED UNDER RECORDING NO. 9707290403.
- 23-24) ITEMS CONCERNING MEMORANDUM OF AGREEMENTS RECORDED UNDER RECORDING NUMBERS 9708080057 AND 9708080058. NON-SURVEY RELATED.
- 25) 15' UTILITIES EASEMENT RECORDED UNDER RECORDING NO. 9709030307. SHOWN HEREON.
- 26) A DRAINFIELD EASEMENT RECORDED UNDER RECORDING NO. 9711190744. SHOWN HEREON.
- 27) ITEM CONCERNING PORTIONS OF LAND CONVEYED THE STATE OF WASHINGTON AND A RETAINING WALL EASEMENT RECORDED IN DEED, RECORDED UNDER RECORDING NUMBER 20010904027. SHOWN HEREON.
- 28) SAME AS ITEM #27 ABOVE.
- 29) ITEM CONCERNING PORTION OF LAND CONVEYED IN DEED TO THE STATE OF WASHINGTON, RECORDED UNDER RECORDING NUMBER 20010904028.
- 30) ITEMS CONCERNING A RELEASE OF DAMAGES AGREEMENT RECORDED UNDER RECORDING NO. 200406110929. NON-SURVEY RELATED.
- 31) A SLOPE EASEMENT RECORDED UNDER RECORDING NO. 201810190017. SHOWN HEREON.
- 32) A DRAINAGE EASEMENT RECORDED UNDER RECORDING NO. 201810190018. SHOWN HEREON.
- 33) A TEMPORARY EASEMENT RECORDED UNDER RECORDING NO. 201810190019. SHOWN HEREON.
- 34) A UTILITIES EASEMENT RECORDED UNDER RECORDING NO. 201810290390. SHOWN HEREON.
- 35) A UTILITIES EASEMENT RECORDED UNDER RECORDING NO. 201810290391. SHOWN HEREON.
- 36) A UTILITIES EASEMENT RECORDED UNDER RECORDING NO. 201810290392. SHOWN HEREON.

**SHEET INDEX**

- C1 - COVER SHEET
- C2 - PRELIMINARY GRADING & DRAINAGE PLAN OVERVIEW
- C3 - PRELIMINARY GRADING & DRAINAGE PLAN
- C4 - PRELIMINARY GRADING & DRAINAGE PLAN
- C5 - PRELIMINARY GRADING & DRAINAGE PLAN
- C6 - PRELIMINARY GRADING & DRAINAGE PLAN



VICINITY MAP

NOT TO SCALE

**SURVEYOR'S NOTES**

1. THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A TWO (2) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (TRIMBLE S6) AND REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS)(TRIMBLE R10). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF WAC 332-130-090.
2. UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE WHICH ARE VISIBLE OR HAVING VISIBLE EVIDENCE OF THEIR INSTALLATION ARE SHOWN HEREON.
3. THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED JANUARY 10, 2019, THE DATE OF THIS FIELD SURVEY.
4. FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 4266-3172582, DATED DECEMBER 19, 2018. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.
5. OFFSET DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PROPERTY LINES.
6. THE PURPOSE OF THIS SURVEY IS FOR POTENTIAL FUTURE DEVELOPMENT.
7. ELEVATION CONTOURS SHOWN HEREON ARE DERIVED FROM FIELD MEASUREMENTS.

**LEGEND**

SURVEY	PROPOSED



**BARKER  
RINKER  
SEACAT**  
ARCHITECTURE

brsarch.com



**PenMet Parks Community  
Recreation Center**  
2416 14th Avenue NW; Gig  
Harbor, WA 98335



Project Number: 2020.023  
Issue: PRELIMINARY SITE PLAN REVIEW  
Date: 03/04/2022  
Drawn By: L. BESLER  
Checked By: K. MAUREN

Revisions:  
Rev. Date:

Sheet title:  
COVER SHEET

**C1**