

Received Jul 16, 2025

WA. UT. & TRANS. COMM. ORIGINAL UW-250575



WASHINGTON WATER SERVICE

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

04/25/2025

O'REILLY AUTO ENTERPRISES, LLC
233 S Patterson Ave
Springfield, MO
65802-2210

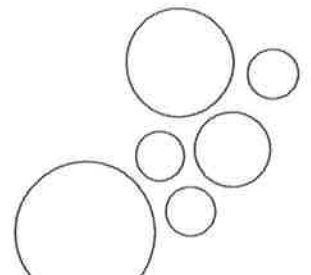
Re: Minterbrook Water System, DOH ID# 54740B, Pierce County
Water Main Extension Agreement for O'Reilly's Auto Parts, 14306 92nd Ave NW
Parcel No. 3000280060

Dear O'REILLY AUTO ENTERPRISES, LLC:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company, a Washington corporation ("Washington Water") and O'REILLY AUTO ENTERPRISES, LLC, a Delaware limited liability company (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 the easement of parcel 3000280060. The projected cost of \$76,200 is exclusive to the time and materials necessary to review an engineered construction plan-set for the water main extension, the installation of 1 fire line connection, the installation of 2 new services, the installation of 1 new hydrant, the relocation of a 2 ½" distribution line, the tie-in of new construction to the distribution system, bacteriologic sampling, and engineer inspections. The equipment provided by Washington Water will be installed by Washington Water's Master Contractor. 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 review your engineered construction plan and install the new hydrant, 2 new services, 1 fire line connection, relocate the 2 ½" watermain, and appurtenances for the intended propose of installing water service to the parcel listed above. All other work is to be performed by the Owners qualified contractor. 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 two services are to be set along your frontage within the designated easement as identified in the plan set. You have indicated the need for commercial fire flow. The Minterbrook Water System can support 1500gpm for 60 min.



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 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. All past due accounts will be charged 1.5% per month (18% per annum). The projected cost estimate 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.

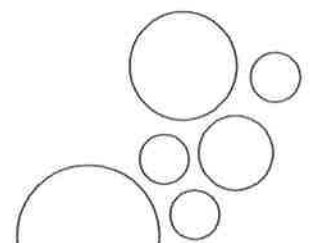
Terms and conditions of this Agreement are subject to the review and approval of the Washington State Utilities and Transportation Commission (the "Commission"). The proposed effective date will be 75 days from submittal of a signed contract and down deposit to Washington Water Service. Upon execution 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.

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.

Upon completion of the main extension and any other requested facilities have been installed, pressure tested, bacteriological samples 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 commercial and irrigation 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. 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 the 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.

PH
(Initial)

I will hire my own qualified contractor to complete the installation of all work not identified as belonging to the scope of Washington Water under the conditions listed below:

- Remit full payment in the amount of \$76,200 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:

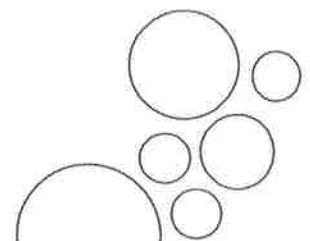
- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedule 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.
- Washington Water Services Master Contractor will tap the existing watermain in two places within the private drive in Lake Kathryn Village. 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, the Owner's contractor will perform a pressure test and Washington Water will witness for all new water mains and appurtenances.



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- A final inspection must be scheduled with the Construction Superintendent or Construction Foreman to review installed facilities to ensure 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.
- Easement documents must be reviewed and approved by Washington Water and recorded with Pierce County.
- 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.

PA
(Initial here) I hereby acknowledge and understand that a Final Water Availability Certificate will not be issued until the completion of construction and WWS has received a recorded bill of sale, recorded easement, all as-builts have been submitted and all invoices have been paid.

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, acknowledge the requirements to receive a final water availability certificate, 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,

By:

Matthew D. Brown

Matthew D. Brown, P.E.
General Manager

Effective Date: 8/19/2025

Accepted

By:

Phil Hopper

Phil Hopper SVP Real Estate & Expansion
Printed Name

417-862-2674

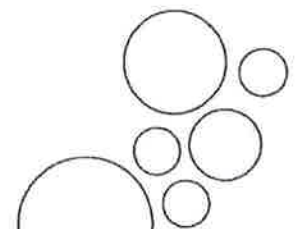
Phone:

08/06/25

Date Accepted

Enclosure(s)

cc: Jim Morrison, Accounting Manager
John Puccinelli, Engineering Manager
Shawn O'Dell, Operations Manager (Gig Harbor/Olympia)
File2: EngFile# 3997



Washington Water Service Co.

Engineering Department
4531 Intelco Loop SE
Suite 3
Lacey, WA 98503

Engineer's Opinion of Probable Project Costs Summary

Attachment "A"

Minterbrook**O'Reilly Auto Parts**

April 23, 2025

(Projected Cost Good for 30-Days)

Engineering File # 3997

***** Construction Materials *****

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
103430	Construction Materials, Pipe, Valves, Fittings, Etc	1	LS	\$ -	\$ -
103450	Construction Materials for Services	1	LS	\$ -	\$ -
103480	Construction Materials for Hydrants	1	LS	\$ -	\$ -
					\$ -
					\$ -
	Sub-Total				\$ -
	Contingency			10%	\$ -
	SUB Total - Materials				\$ -
	Rounded Up Value				\$0.00

***** Construction Labor *****

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
103430	Construction Labor - Watermain & Station Upgrades	1	LS	\$ -	\$ -
103450	Construction Labor - Services	1	LS	\$ -	\$ -
103480	Construction Labor - Hydrants	1	LS	\$ -	\$ -
					\$ -
	WWSC Engineering	1	LS	\$ 4,100.00	\$ 4,100.00
					\$ -
					\$ -
					\$ 4,100.00
	Contingency			10%	\$ 410.00
	Sub-Total - Construction Labor				\$ 4,510.00
	Rounded Up Value				\$4,600.00

***** Outside Contractor *****

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
	County Permits (Encroachment)	1	LS	\$ -	\$ -
	DOH Review Fees	1	LS	\$ -	\$ -
	Tapping Services	1	LS	\$ 41,910.00	\$ 41,910.00
	Hydrant Installation	1	LS	\$ 21,590.00	\$ 21,590.00
	Engineering Consultant	1	LS	\$ -	\$ -
	Land Surveyor	1	LS	\$ -	\$ -
	Land Cost	1	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	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	SUB TOTAL				\$ 63,500.00
	Contingency			10%	\$ 6,350.00
	Sub-Total - Outside Contractor				\$ 69,850.00
	Rounded Up Value				\$69,900.00

Project Subtotal = \$ 74,500.00
 East Pierce Facilities Charge = \$ -
 Estimated TCJA tax for WWSC Costs \$ 300.00
 State B&O Tax \$ 1,400.00

Anticipated Developer Costs for Taxable Services

\$ - Estimated TCJA Tax for Developer Costs = \$ -

Projected Funds Required = \$76,200

Assumptions:

- 1) 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

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PHONE (417) 862-2674 FAX(417) 874-7125

CHECK NO. 3352541

INVOICE NO.	INVOICE DATE	REFERENCE NO.	GROSS AMOUNT	DISCOUNT	AMOUNT PAID
6790-WTR MAIN EXT	05/15/25		76200.00	0.00	76200.00
		Total Paid	76200.00	0.00	76200.00

O'Reilly Auto Parts

36-1870/1012

3352541

DATE 06/10/25

PAY SEVENTY-SIX THOUSAND TWO HUNDRED AND 00/100-----

TO THE

ORDER OF: WASHINGTON WATER SERVICE CO
14519 PEACOCK HILL AVE NW
GIG HARBOR WA 98332

*****76200.00
SEVEN SIX TWO ZERO ZERO ZERO ZERO

Commerce Bank NA
Kansas City, St Joseph

David Keille
AUTHORIZED SIGNATURE

ME

See Reverse Side For Easy Opening Instructions

O'REILLY AUTOMOTIVE, INC.

P O BOX 1156

SPRINGFIELD MO 65801-1156

WASHINGTON WATER SERVICE CO
14519 PEACOCK HILL AVE NW
GIG HARBOR WA 98332

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