



WASHINGTON WATER SERVICE COMPANY

August 4, 2017

Ed Lewis
Pen Met Parks
10123 78th Avenue NW
Gig Harbor, WA 98332

Re: S&I Water System, DOH ID#751541, Pierce County
Water Main Extension Agreement for Sehmel Homestead Park

Dear Mr. Lewis:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service (the "Washington Water") and Pen Met Parks (the "Owner") to extend the current water main line to provide water utility service to the Sehmel Homestead Park – bathroom facilities and maintenance building. This Agreement sets forth the terms and conditions as well as our engineers projected costs to complete the distribution system extension and installing 1 service connection to the S&I Water System. The final cost for completing this project will be billed based on actual costs of engineering, materials, labor and other variables needed to complete the project. The final amount billed may vary from the projected costs provided, due to unforeseen issues during the installation of the distribution system that are beyond the control of Washington Water.

Our engineering department has projected the cost, including taxes, to extend the water main to the parcel(s) listed above to be \$5,900. For your records, a detailed breakdown of the projected costs for this project is enclosed as "Attachment A".

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 construction, Washington Water requires a deposit payment of fifty percent (50%) of the total projected costs to complete the distribution system extension and installing service connection(s). The service installation does not include hook up fee(s) of \$543.60 (per service connection), nor the issuance of Certificates of Water Availability; these fees are billed separately from this Agreement. All past due accounts will be charged 1.5% per month (18% per annum). The estimate costs as set forth in this Agreement are subject to change after (30) days of the above written date.

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.

Once all construction has been completed, a certification of completion signed by a licensed engineer and all approvals received, the Owner is to provide Washington Water with a 5-foot Utility Easement at all property corners

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on approved development plans, and 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 all mains have been installed, pressure tested and certified complete by a licensed engineer; and the final payment for the work completed as outlined in this Agreement has been received. Prior to commencement of domestic water service, Washington Water requires all remaining amounts and hookup fees be paid in full. Hookup fees for each dwelling unit as listed in Washington Water's approved tariff are billed separately from this Agreement and must be paid prior to installation of individual meters.

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 the 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 any deposit paid minus any billable work and non-refundable fees.



I agree to have, Washington Water to complete this installation under the conditions listed below:

- Remit deposit payment of fifty-percent (50%) of the projected construction costs for labor and materials. Per Attachment A, the total projected for construction is \$3,500 (plus 20% Contingency of \$700 and W.S.S.T. of \$237.36) for a total projected construction cost of \$4,437.36, for a total deposit due of \$2,218.68. Due to our past work with your organization, a deposit is not required for this project.
- Engineering Services by Washington Water, per Attachment A, total \$1,200 (plus 20% Contingency of \$240) for a total projected engineering cost of \$1,440.
- Total projected cost for construction and engineering is \$5,877.36.

BEFORE CONSTRUCTION BEGINS:

- The signed Agreement must be received by Washington Water before any work will be scheduled, including purchasing materials.
- Schedule a pre-con meeting, this meeting *will not be scheduled* until all required paperwork and deposits has been received.
- Review detailed plans and specifications with Washington Water's Construction Superintendent or Construction Foreman.
- Provide names of any contractor(s) that may be working on-site
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, and permits to tap the existing water main and schedule with outside contractors.

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DURING CONSTRUCTION:

- Review status of project with Washington Waters Engineering Department.
- Time required to complete this project may vary due to size of the project, projects already scheduled and emergencies that may require construction crew to leave project site.

BEFORE TIE-IN/ACTIVATION OF NEW FACILITIES:

- Schedule a final inspection meeting with Washington Water to review installed facilities and that they have been installed in accordance with the specifications provided in the engineering plans.
- Final payment for the work completed as outlined in this Agreement has been received, and any remaining amounts due include hookup fees be paid in full.

If the terms and conditions are acceptable, please sign the signature line below and return this Agreement and the required deposit back to our office. 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 this date.

If these terms and condition are acceptable, please sign below and send this original extension agreement back to our office. 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: 
 Scott A. Bailey
 General Manager


Accepted

By: TERRY LEE
 Print Name: Terry Lee
 Phone: 253 851-3408
 Date Accepted: 8/11/17

Enclosure(s)

cc: Kanosi Chakweva, Accounting Manager
 Eric William, Construction Superintendent
 Matt Brown, Engineering Manager
 Sue Hull, Customer Service Manager
 File: Water System

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DEPOSIT
 WAIVED

 8/11/17