

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 Aaron Rutledge and Washington Water Service Company (WWSC) to tap a water main line and install a larger service to accommodate the in-home fire sprinkler requirements. This site is in Pierce County, which is serviced by Peacock Hill Water System, DOH ID #66637Q. This agreement has been signed by Aaron Rutledge and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified on attachment "A" are \$10,152.00. To this, a full payment of \$10,152.00 has been received, as attached.

Please do not hesitate to call me at 253-851-4060 ext. 1105, if you have any questions.

Sincerely,

Kanosi Chakweva Accounting Manager

hakwera

Gig Harbor: 14519 PEACOCK HILL AVE NW • PO BOX 336 • GIG HARBOR, WA 98335 Olympia: 6800 MERIDIAN RD SE • OLYMPIA, WA 98513

# WASHINGTON WATER SERVICE

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

January 22, 2021

Aaron Rutledge 3190 S. Bascom Avenue Suite 230 San Jose, CA 95124

Re:

Peacock Hill Water System, DOH ID# 66637Q, Pierce County Service Upgrade Agreement for 2713 148<sup>th</sup> Street NW

Parcel No. 0222174062

Dear Mr. Rutledge:

This Service Upgrade Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Aaron Rutledge (the "Owner") to tap a water main line and install a larger service to accommodate the in-home fire sprinkler requirements 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 provide service to your parcel, the existing watermain on Crescent Valley Drive NW will be tapped and a larger service will be set at the entry to 148<sup>th</sup> Street NW in the county right-of-way. This service will be upsized to a 1" metered service to accommodate the in-home fire sprinkler requirements set by the Owner's fire sprinkler installing professional.

Washington Water Construction Department will tap the water main, and install necessary appurtenances and services for this project. The projected cost of \$10,152 per Attachment A, Washington requires that this amount be paid in full, along with this signed agreement to begin work on this project.

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 as 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.

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wawater.com

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; Washington Water requires all remaining amounts be paid in full with an active billing account established prior to commencement of domestic 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.

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 the pre-paid amount received by Washington Water minus any billable work completed and non-refundable fees.



# AFI agree to have Washington Water complete this installation under the conditions listed below:

- Remit full payment of \$10,152 of the projected costs for engineering, construction labor, materials, and county permits provided by Washington Water, as outlined in Attachment A.
- 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 any 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.

### **DURING CONSTRUCTION:**

• Review status of project with Washington Water's Construction Superintendent.



# BEFORE TIE-IN/ACTIVATION OF NEW FACILITIES:

- Once construction is completed, Washington Water will be responsible for pressure testing installed facilities.
- 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.
- 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 activation 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 prior to issuance of the Certificate of Completion and Certificate of Water Availability.

If the terms of this letter are acceptable, please initial your election to have Washington Water 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.

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By:

Matthew D. Brown, P.E.

General Manager

Accepted

Print Name:

Aaron Rutledge

Phone:

408-612-2843

Date Accepted:

2/1/2021

# Enclosure(s)

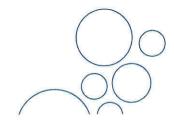
cc: Kanosi Chakweva, Accounting Manager Eric Williams, Construction Superintendent Sarah Castro, Customer Service Manager John Puccinelli, Engineering Manager

Shawn O'Dell, Operations Manager (Gig Harbor/Olympia)

File1: Peacock Hill Water System

File2: EngFile# 3908

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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"

# Peacock Hill 1" Service Meter

January 26, 2021 (Projected Cost Good for 30-Days)

Engineering File # 3908

#### \*\*\* Construction Materials \*\*\*

Unit of Property	Description	Quantity	Unit of Measure		Unit Cost	Total
103240	Construction Materials, Pipe, Valves, Fittings, Etc		1 LS	\$	-	\$ -
103450	Construction Materials for Services		1 LS	\$	1,682.09	\$ 1,682.09
103480 Construct	Construction Materials for Hydrants		1 LS	\$		\$ -
						\$ -
						\$ -
		Sub-Total				\$ 1,682.09
	Contingency			10%	\$ 168.21	
		Sales Tax			9.00%	\$ 166.53
		SUB Total - Materials				\$ 2,016.82
		December of the Melica				\$2.100.00

Rounded Up Value

\$2,100.00

### \*\*\* Construction Labor \*\*\*

Unit of Property	Description	Quantity	Unit of Measure	U	nit Cost		Total	
103240	Construction Labor - Watermain	1	LS	\$		\$	-	
103450	Construction Labor - Services	1	LS	\$	1,584.00	\$	1,584.00	
103480	Construction Labor - Hydrants	1	LS	\$	-	\$	-	
						\$		
WWS	WWSC Engineering	1	LS	\$	336.60	\$	336.60	
						\$	-	
				7157777		\$	-	
						\$	1,920.60	
		Contingency	Contingency 10%		\$	192.06		
		Sub-Total - Co	Sub-Total - Construction Labor			\$	2,112.66	
		Rounded Up	Rounded Up Value				\$2,200.00	

### \*\*\* Outside Contractor \*\*\*

Unit of Property	Description	Quantity	Unit of Measure	U	Init Cost	Total
	County Permits (Encroachment)	1	LS	\$	396.00	\$ 396.00
	Bore tool Rental	1	LS	\$	685.00	\$ 685.00
	Hydrogeologist	1	LS			\$ -
	Geotechnical Engineer	1	LS			\$ -
	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	\$	1,056.00	\$ 1,056.00
	Traffic Control Contractor - Flaggers	1	LS	\$	1,108.80	\$ 1,108.80
						\$
						\$ 
						\$ E E
						\$ -
		SUB TOTAL				\$ 3,245.80
		Contingency		10%	\$ 324.58	
		Sub-Total - O	utside Contr	actor		\$ 3,570.38
		Rounded Up Value				\$3,600.0
		Project Subtotal =				\$ 7,900.00
		Federal Tax per the TCJA=			\$ 2,100.00	
		State B&O Tax =			\$ 152.28	

Projected Funds Required =

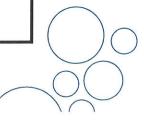
\$10,152

### Assumptions:

- This document is intended to forecast approximate construction costs based upon current information and smillar 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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BANK OF AMERICA, NA ARC PACIFIC, INC. 11-35/1210 3190 S. Bascom Ave, Suite 230 San Jose, CA 95124 408-763-9075 02/02/2021 PAY TO THE Washington Water Service \*\*10,152.00 ORDER OF **DOLLARS** Washington Water Service 14519 Peacock Hill PO Box 336 Gig Harbor, WA 98335 MEMO ARC PACIFIC, INC. 02/02/2021 **Washington Water Service Date** Type Reference **Original Amount Balance Due** 02/02/2021 Bill 10,152.00 10,152.00

12250 **Payment** 10,152.00 10,152.00 **Check Amount** 

10,152.00 Checking

ARC PACIFIC, INC. 12250 02/02/2021 **Washington Water Service** 

**Payment Date** Type Reference **Original Amount Balance Due** 10,152.00 02/02/2021 10,152.00 Bill 10,152.00 10,152.00

Check Amount

Checking 10,152.00







12250