



## WASHINGTON WATER SERVICE

**Engineering Department:** 4531 Intelco Loop SE  
Lacey, WA 98503 Tel: (360) 491- 3760

June 13, 2023

Miguel and Maria Contreras  
20219 20<sup>th</sup> Ave Ct E  
Spanaway, WA 98387

Re: Southwood Water System, DOH ID#82844H, Pierce County, WA  
Water Main Extension Agreement for Tax Parcels #0318113017, 0318113004, 0318113003,  
22316 Mountain Hwy E, Spanaway  
Abbrev. Legal: A portion of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 11, T18N, R3E, W.M.

Dear Miguel and Maria Contreras:

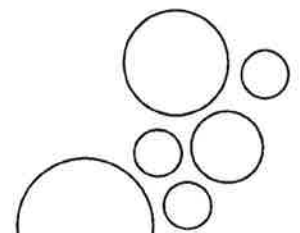
This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Miguel and Maria Contreras (the "Owner") to extend the existing water main line and facilitate installation of any other facilities needed to provide water utility service to 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 on Mountain Hwy E as indicated on the preliminary plan set.

The projected cost of \$19,300 is exclusive to the time and materials necessary as estimated by Washington Water Engineering, based on the submitted preliminary site plan. Washington Water will provide engineering review, construction inspections, bacteriological sampling, witness the pressure test and perform hydrant flow tests. All other work is the responsibility of the Owner. The final amount billed will be 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 the provided engineered construction plan and will allow the parcel owner to hire his/her own underground contractor to install the watermain, appurtenances and service for the intended purpose of installing water service to the parcels listed above. This contractor must be approved by Washington Water, prior to beginning any underground work (a list of approved

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contractors can be provided upon request). The single service is to be set along your frontage within the designated easement at the northeast corner of your parcel. This service is for domestic use only.

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**

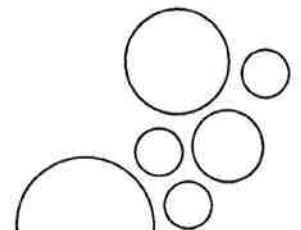
The projected costs are for engineering, construction materials and labor only, unless otherwise specified in Attachment A. Upon execution of this Agreement and prior to commencement of engineering and construction, Washington Water requires full payment of the projected costs outlined in this Agreement, which is \$19,300. All past due accounts will be charged 1.5% per month (18% per annum). The projected costs submitted in this Agreement are 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.

Upon completion of the project an Easement is necessary for Washington Water to maintain our water system facilities on an on-going basis. The Owner's surveyor or engineering firm will need to prepare an easement description and drawing exhibit for the on-site water system mains and appurtenances using the Washington Water easement form. Washington Water requires that Washington Water is explicitly identified in the utility easement language of your plat record. The Owner is responsible for contacting all property owners of all affected properties and ensuring signatures are notarized and recorded with the Pierce County Auditor's office.

Upon completion of the main extension and after any other requested facilities have been installed and pressure tested; bacteriological samples taken and tested with satisfactory results; 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 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



charged a monthly Ready-to-Serve fee as listed in Washington Water's approved tariff, until a meter installation has occurred. Only after meeting the above requirements will Washington Water 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.

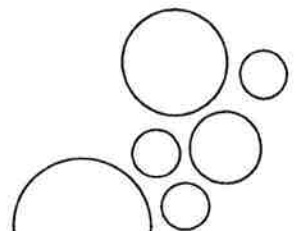
Upon execution of this Agreement, the Owner has 180-business days to coordinate with Washington Water for the engineering and construction to complete this project. This Agreement shall automatically become invalid unless the work authorized in this Agreement has commenced within 180-business days after 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.

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

- Remit full payment of the projected engineering costs (\$19,300) as outlined in Attachment A. Actual costs for engineering, construction labor, materials, and county permits will be billed separately by Washington Water at the end of construction.
- 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 scheduling 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 and 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 Mountain Highway E. A tapping sleeve, AWWA gate valve and valve blocking will be provided by Washington Water for your contractor to connect to.

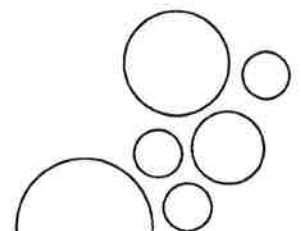
**DURING CONSTRUCTION:**

- 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 be witness to 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 verify 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

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,

By:



Matthew D. Brown, P.E.  
General Manager

Accepted

By:



Printed Name

253-327-9229

Phone:

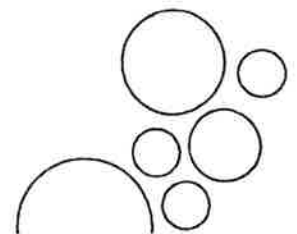
7-18-23

Date Accepted

Effective Date: 10-16-2023

Enclosure(s)

cc: John Puccinelli, Engineering Manager  
Jimmy Jensen, Operations Manager (East Pierce)  
Bob Bell, Construction SuperIntendent (East Pierce)  
EngFile# 3942



**Archived:** Wednesday, September 20, 2023 3:40:14 PM

**From:** [Shoemaker, Cameron](#)

**Sent:** Wed, 20 Sep 2023 22:37:08

**To:** [Hoang, Thu](#)

**Cc:** [Morrison, Jim Puccinelli, John](#)

**Subject:** FW: Contract Effective Date

**Importance:** Normal

**Sensitivity:** None

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Hi Thu,

Miguel is travelling and cannot get a signed contract to us by end of business day. Below is his email confirmation that we can revise the existing contract to the commissions suggested date 10/16/2023.

Thank you,

**Cameron Shoemaker**

Project Engineer

Washington Water Service

D: 360-810-8347

C: 253-343-4869



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**From:** miguel Contreras <tonalamexicanrestaurant@hotmail.com>

**Sent:** Wednesday, September 20, 2023 3:35 PM

**To:** Shoemaker, Cameron <cshoemaker@wawater.com>

**Subject:** Re: Contract Effective Date

Yes you have my permission

Sent from my iPhone

On Sep 20, 2023, at 3:29 PM, Shoemaker, Cameron <[cshoemaker@wawater.com](mailto:cshoemaker@wawater.com)> wrote:



Hello Miguel,

We received a comment back at 2:39PM from the utility commission stating that we need to revise the effective date from 10/6 to 10/16 by today or they will not accept our contract. Do we have your permission to modify the effective date on the previously signed contract? I tried calling the numbers listed but I couldn't get an answer.

Thank you,

**Cameron Shoemaker**

Project Engineer

Washington Water Service

D: 360-810-8347

C: 253-343-4869

<image001.png>

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MIGUEL CM LLC  
DBA TONALA  
PO BOX 4548  
SPANAWAY, WA 98387-4036

1382

DATE 08/01/23

19-10/1250

PAY  
TO THE  
ORDER OF

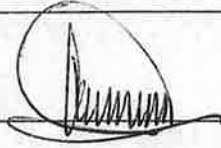
Washington Water Service

\$ 19,300.00 -

≡ Nineteen thousand three hundred 00/100

DOLLARS

**usbank.**



FOR #22316 Mountain Hwy E Spanaway  
#0318113017 / #0318113004 / #0318113003  
Tax Parcels

Details on back  
Security Features

HOSE:SM12-12

0318177001

0318177004

0317003

031813017

5001540090

HOSE:SM12-13

5001540050

HOSE:SM12-10

12" PVC

12" PVC

12" PVC

12" PVC

Tonala Restaurant  
5001540070  
22316 Mt. Hope  
6/8/23  
Shere Murtokamu

