Law Office of Richard A. Finnigan

Richard A. Finnigan (360) 956-7001 rickfinn@localaccess.com

2112 Black Lake Blvd. SW Olympia, Washington 98512 Fax (360) 753-6862

Kathy McCrary, Paralegal (360) 753-7012 kathym@localaccess.com

February 22, 2006

Danny Kermode Washington Utilities and Transportation Commission 1300 S. Evergreen Park Drive SW Olympia, WA 98504-7250

> Alderlake Water System - Assessment Re:

Dear Danny:

Enclosed you will find documents related to the Alderlake assessment. You will see the invitation to bid; bid form with schedule; contractor's signed bid forms (there were three responses); recap sheet; cost summarization; and engineer's inspection/approval fees.

As I told you in our telephone conversation, the winning bidder from the original proposal refused to bid on the project. It was reported to me that the bidding company representatives felt that they were being jerked around by having to re-bid the project and so refused.

The financing for this submission is under the same arrangement that was included in the original bid package. If you need further information, please let me know.

The Company (and I think the customers) think that this is important to get the project in place before the summer season. The Company will plan to file a tariff proposal on approximately March 1, 2006. The Company would

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Danny Kermode February 22, 2006 Page 2 of 2

appreciate all the attention that you can pay to this project. I know that you are very busy at the current time. However, this is an important project.

Sincorely

RICHARD A. FINNIGAN

RAF/km Enclosures

cc: David Dorland (w/o encl., via e-mail)

Alderlake Water Company DBA/ Iliad Water Services Inc. P. O. Box 20429 Seattle, WA 98102 (800) 928-3750

INVITATION TO BID

INSTRUCTIONS TO BIDDER

December 2, 2005

Your firm is invited to submit a firm quotation for the following project: ALDERLAKE WATER SYSTEM IMPROVEMENTS, INCLUDING INSTALLATION OF A CHLORINE DISINFECTION SYSTEM

SCOPE OF WORK

- 1. Clearing restoration water line well house easement area. Clear, grub, remove all debris material off-site within the new well house and pipe line easement from well house to existing storage tank. Restore area after construction, replace fences and any special landscape plantings.
- 2. Construct new 10' x 14' ft. wood frame well house for placement of the chlorine injection system work to include all required electrical. Construction per engineer's plans and specifications and per local codes including any required permits.
- 3. Re-pipe both well piping to new well house. Install all new piping in well house including meters, check valves, isolation valves, injector pumps and solution tanks. All per engineer's plan and specifications.
- 4. Install approximately 2060' feet of 3" HDPE DR-11 fused piping including isolation valves. Approximately 160 cu yd of excavated material from the ditch line is to be removed off-site; approximately 160 cu yd of bedding material to be installed below and above new 3" supply line, per trenching plan detail.
- 5. Install new 3" supply line into existing storage tank including core drilling storage tank, install link seal, check valve and isolation valve, all per engineer's plans and specifications.
- 6. All construction and installation work is to be inspected and approved by the project engineer. No backfilling of the pipe line will take place until approved by the engineer.
- 7. Water line chlorination and flush test, pressure test and bacteria test will be performed in the presents of the project engineer.

- 8. The pipe line chlorination water must be flushed into a tank truck and removed off-site.
- 9. Contractor is to be responsible for maintaining water and pressure to the existing customers during construction. Any temporary water system shut down the contractor is to notify the Water Company 24-hours in advance.
- 10. The Water Company will be responsible for all engineer inspection and approval costs.
- 11. The Water Company will stake construction areas and locate all utilities prior to construction.
- 12. All existing roads that are disturbed will be restored to original condition.

BID DATE: 12/16/2005

All bids will be sent to the attention of Sondra LeBaron

Fax copies are acceptable: Fax 206-764-3848

ALDERLAKE CONTACT:

All correspondence and questions shall be addressed to J.C. McDonnell. Engineer, 425-338-9490 Robert Overhus, Project Manager, 206-786-3409

BID DOCUMENTS:

Please review contract documents attached, Dated 12/13/01. Specifications are on drawings.

PROJECT SCHEDULE:

This is an expected summer project. All bids will be held until water system approval.

SPECIAL BID REQUIREMENTS:

Work hours are Monday through Fridays 8:00 A.M. to 5:00 P.M. (no weekend or holidays no exceptions). Parking will be contained to property.

Deliveries will be scheduled with Project Manager 48 hours before delivery.

STANDARD BID REQUIREMENTS:

All bids shall be prepared and submitted in accordance with bid documents. The bidder shall agree to enter into a contract with the contractor per terms of the contractor's standard contract. (AIA subcontract). Copies are available upon request.

BID FORM FOR ALDER LAKE WATER SYSTEM IMPROVEMENTS AND CHLORINE DISINFECTION SYSTEM

DATE:	. \$		
TO: Alder Lake Water Company P.O. Box 20098 Seattle WA 98102			
<u>BID</u>	. •	٠.	
Pursuant to and in compliance with instruction undersigned certifies having carefully examinand being familiar with the site; proposes to to complete the work as described below and	ned the contract documents furnish all labor, materials,	and conditions a equipment and s	ffecting the work,
Adler Lake Bid Package No. 1			
Bid package Title <u>ALDER LAKE WATER S</u> <u>DISINFECTION SYSTEM</u>	SYSTEM IMPROVEMEN	TS AND CHLO	RINE
A) Total base bid amount Including W allowance) B) Included in the base bid is the amount Schedule Form, Hereto attached.		Dollar	s (\$
ADDENDA	•	•	
Receipt of Addenda numbered listed individually by number).	is hereby acknow	ledged. (Each Ad	dendum must be
			•
Legal Name of Bidder			
			.
By (name or person with actual authority)		·	
			•
Title of person with actual authority			
O'			
Signature of bidders representative		•	
Contractors License Number			٠

Contractor: Project Title: Alderlake water system

	MAJOR SPECIFICATION			Unit	TOTAL
	SECTION	Units	Unit	Price	Unit Price
1	Mobilization	1EA	LS		
2	TESC	1EA	LS		
3	Clear and Grub	18,600	SQFT		
4	New Well House	LS	LS		
5	New Well House Piping / Apperatusus	LS	LS		
6	3" HDPE SDR -11 water pipe	2,060	If		
7	Type 22 pipe Bedding	263	CY		
8	Export spoils	263	CY		
9	Storage tank Piping	LS	LS		
10	Flush and Testing water lines	2,060	LF		
11	Restoration	LS	LS		
				Sub Total	
1			W.S.S.T	8.80%	
	TOTAL Bid VALUE		\$ -	\$ -	\$ -

$\begin{array}{c} \text{BID FORM} \\ \text{FOR} \\ \text{ALDER LAKE WATER SYSTEM IMPROVEMENTS AND CHLORINE DISINFECTION} \\ \text{SYSTEM} \end{array}$

DATE: 12/15/2005	
DATE: 12/15/2005	
TO: Alder Lake Water Company P.O. Box 20098 Seattle WA 98102	2
_	1
<u>BID</u>	
undersigned certifies having carefully exami	ons to bidders/Prime sub contractor Conditions, the ined the contract documents and conditions affecting the work, furnish all labor, materials, equipment and services necessary d by the contract documents as follows:
Adler Lake Bid Package No. 1	•
Bid package Title <u>ALDER LAKE WATER</u> <u>DISINFECTION SYSTEM</u>	SYSTEM IMPROVEMENTS AND CHLORINE
allowance) \$108	Vashington State Sale tax(includes layout and clean-up, 163.52 Dollars (\$) unt for major Specification Sections as provided for in Bid
ADDENDA	
Receipt of Addenda numbered 0	is hereby acknowledged. (Each Addendum must be
listed individually by number).	
ILIAD INC Legal Name of Bidder	
ILIAD INC Legal Name of Bidder	
ILIAD INC	
ILIAD INC Legal Name of Bidder David Dorland	

ILIADI*219N2
Contractors License Number

Contractor: Iliad Inc.

Project Title: Alderlake water system



	MAJOR SPECIFICATION			Unit		TOTAL
	SECTION	Units	Unit	Price	U	nit Price
1	Mobilization	1EA	LS		\$	2,500.00
2	TESC	1EA	LS		\$	3,745.00
3	Clear and Grub	18,600	SQFT	\$ 0.46	\$	8,556.00
4	New-Well House .	LS	LS		\$	13,500.00
5	New Well House Piping / Apperatusus	LS	LS		\$	10,460.00
6	3" HDPE SDR -11 water pipe	2,060	lf	\$ 14.25	\$	29,355.00
7	Type 22 pipe Bedding	263	CY	\$ 22.60	\$	5,943.80
8	Export spoils	263	CY	\$ 22.60	\$	5,943.80
9 -	Storage tank Piping	LS	LS		\$	7,150.00
10	Flush and Testing water lines	2,060	LF	\$ 3.16	\$	6,509.60
11	Restoration	LS	LS		\$	5,751.80
				Sub Total	\$	99,415.00
1			W.S.S.T	8.80%	\$	8,748.52
	TOTAL BId VALUE		\$ -	<u> </u>	\$	108,163.52

. 108,163.52

BID FORM FOR

ALDER LAKE WATER SYSTEM IMPROVEMENTS AND CHLORINE DISINFECTION SYSTEM

TO: Alder Lake Water Company P.O. Box 20098 Seattle WA 98102 BID Pursuant to and in compliance with instructions to bidders/Prime sub contractor Conditions, the undersigned certifies having carefully examined the contract documents and conditions affecting the work, and being familiar with the site; proposes to furnish all labor, materials, equipment and services necessary to complete the work as described below and by the contract documents as follows: Adler Lake Bid Package No. 1 Bid package Title ALDER LAKE WATER SYSTEM IMPROVEMENTS AND CHILORINE DISINFECTION SYSTEM A) Total base bid amount Including Washington State Sale tax(includes layout and clean-up \$112,452.00 B) Included in the base bid is the amount for major Specification Sections as provided for in Bid Schedule Form, Hereto attached. **ADDENDA** is hereby acknowledged. (Each Addendum must be Receipt of Addenda numbered listed individually by number). lue Line Water CHPISTOPHER LEE By (name or person with actual authority) ESIDENT Title of person with actual authority Signature of bidders representative ELWI 9'86 BH

Contractors License Number

Sales Bright and

Contractor; Project Title: Alderwood water system

	MAJOR SPECIFICATION			Unit	TOTAL
	SECTION	Units	Unit	Price	Unit Price
1	Mobilization	1EA	LS		2400
2	TESC ·	1EA	LS		4500
3	Clear and Grub	18,600	SQFT		10,360
4	New Well House	LS	ĽS		14,800
5	New Well House Piping / Apperatusus	LS	LS		7,065
6	3" HDPE SDR -11 water pipe	2,060	lf		31,140
7	Type 22 pipe Bedding	263	ΩY		5,786
8	Export spoils	253	CY	·	5,786
9	Storage tank Piping "	LS	LS		7,520
10	Flush and Testing water lines	2,060	LF		6,500
11	Restoration	LS	LS		5,5400
				Sub Total	103,357
•			W.S.S.T	8.80%	9095
	TOTAL Bid VALUE		\$ -	\$ -	\$112,452

112, 452

BID FORM FOR ALDER LAKE WATER SYSTEM IMPROVEMENTS AND CHLORINE DISINFECTION SYSTEM

·
DATE: DEC. 16,2005
TO: Alder Lake Water Company P.O. Box 20098
Seattle WA 98102
BID
Pursuant to and in compliance with instructions to bidders/Prime sub contractor Conditions, the undersigned certifies having carefully examined the contract documents and conditions affecting the work, and being familiar with the site; proposes to furnish all labor, materials, equipment and services necessary to complete the work as described below and by the contract documents as follows:
Adler Lake Bid Package No. 1
Bid package Title ALDER LAKE WATER SYSTEM IMPROVEMENTS AND CHLORINE DISINFECTION SYSTEM
A) Total base bid amount including Washington State Sale tax(includes layout and clean-up allowance) 5/26,200 Dollars (\$ B) Included in the base bid is the amount for major Specification Sections as provided for in Bid Schedule Form, Hereto attached.
ADDENDA
Receipt of Addenda numbered is hereby acknowledged. (Each Addendum must be listed individually by number).
SOUND DESIGN & CONSTRUCTION, INC. Legal Name of Bidder
Jay SCHMALENBERG By (name or person with acroal authority)
RESIDENT Title of person with actual authority
The man of the second
Signature of bidders representative
SOUNDDC025B1

Contractors License Number

Bid Schedule Form

(DD-14) Page 12 of 16 Exhibit No. _

Contractor: Sound Design Construction, Inc.
Project Title: Alder Lake Water Company Improvements

Alderlake water system

	MAJOR SPECIFICATION			Unit	TOTAL
	SECTION	Units	Unit	Price	Unit Price
1	Mobilization	1EA	LS		2,500.00
2	TESC	1EA	LS	:	6,000.00
3	Clear and Grub	18,600	SQFT	.75	13,950.00
4	New Well House	LS	LS		15,000.00
5	New Well House Piping / Apperatusus	LS	LS		9,500.00
6	3" HDPE SDR -11 water pipe	2,060	lf	15.00	30,900.00
7	Type 22 pipe Bedding	263	CY	25.00	6,575.00
8	Export spoils	263	CY	25.00	6,575.00
9	Storage tank Piping	LS	LS		10.000.00
10	Flush and Testing water lines	2,060	LF		10,000.00
11	Restoration	LS	LS		5,000.00
				Sub Total	116,000.00
			W.S.S.T	8.80%	10,208.00
	TOTAL Bid VALUE		\$ -	\$ -	\$126,208-00

Alderlake Water Company Capital Improvements

A. Costs performed to date

Approved as construction costs by the WUTC

Description	Assessment Charge
Engineering	7,384.40
DOH Review Fee	603.00
MPA Tests	3,909.00
B. <u>Uncompleted Work</u>	
Contractor cost for construction chlorine disinfection system	99,415.00
W.S.S.T.	8,748.52
Engineer's inspection and approval fees	2,765.00
Financing and under writer fees	7,370.00
	•

Improvement assessment per customer

TOTAL CAPITAL COSTS

Total capital cost of \$130,195.00 divided by 39 customers equal <u>\$3,338.00</u> customer assessment.

\$130,195.52

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J.C. McDONNELL ENGINEERING PC
CONSULTING CIVIL ENGINEERS

P.O. Box 13199 Mill Creek, WA. 98082-1199 Exhibit No. ____(DD-14) Page 14 of 16

ENGINEERING SERVICES CONTRACT

JOB# 05738

CLIENT:

Iliad Water Service, Inc.

Seattle, WA. 98102

DATE: August 26,2005

TEL.: (206) 282-4200 (FAX): (206) 764-3848

WORK ORDERED; Water Services.

QUOTED FEE: \$2750.00

TERMS: Hourly

SCHEDULE: 2005

PROJECT SITE: Alder Lake Water System

DOH ID: 26995H, Pierce County:

TAX ID#

LEGAL DESCRIPTION:

DESCRIPTION OF SCOPE OF WORK:

We have agreed to perform the following Consulting Engineering services to assist you in following requested activities:

- A. Provide hourly Water System Construction inspection services to assist Alder Lake Water Company System upgrades to include the following:
 - 1. Inspection of the Mainline Water Storage tank construction and the Water main Installation & Bedding

Estimated Cost = \$720.00

- Observation of Operational Testing including:
 - i. Water Main Pressure Test,
 - ii. Flush Test.
 - iii. Chlorine Residual test
 - iv. and bacterial sampling.

Estimated Cost = \$840.00

3. Observation of the Start-up Operational test

Estimated Cost = \$720.00

B. Preparation of Certification and Record Drawing

1. Record Drawing Preparation

Estimated Cost = \$360.00

2. Certification to DOH

Estimated Cost = \$125.00

Engineer's Estimate for Inspection & Certification = \$2,765.00

(Fax) (425) 358-4689

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J.C. McDONNELL ENGINEERING PC CONSULTING CIVIL ENGINEERS P.O. Box 13199 Mill Creek, WA. 98082-1199

Exhibit No. ____ (DD-14)
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CONTRACT NOTES & UNDERSTANDINGS:

The Client agrees to provide to the Engineer all available Reports, Plans, Records, Elevations, Legal Descriptions, Water Quality test data and such additional information as is necessary to complete this Scope of Work and to pay reasonable Reproduction costs necessary for the Project. The Client also agrees to be responsible for Agency review or filing fees. All reproduction charges will be charges as noted on the following page.

PAYMENT SCHEDULE/CONDITIONS:

The Project Retainer of \$ 0.00 shall be paid to the Engineer prior to the start of Report Preparation. (Or pay Current Invoice) Invoices shall be presented at the end of the Scope or on the 1st of the month for services completed in the previous month if work drags on. Accounts shall be payable by the 10th. All invoices shall be due and payable with Final Certification submittal to the approving Agency.

The undersigned agrees to pay for this job or personally guarantees payment thereof.

PROJECT OWNER/AUTHORIZED AGENT:					
		DATE:			
The undersigned agree ENGINEER:	1/1	ired services for this proje DATE: 8/26/05	ct:		
ENGINEER: XX)	DATE: <u>8/20/0</u>	-		

(Office) (425) 338-9490

(Cell) (425) 359-2717

(Fax) (425) 358-4689

03/20/2003 TA. 40 444(10404

J.C. McDONNELL ENGINEERING PC CONSULTING CIVIL ENGINEERS P.O. Roy 13:100

P.O. Box 13199 Mill Creek, WA. 98082-1199 Exhibit No. ____ (DD-14) Page 16 of 16

ADDITIONAL PROVISIONS OF AGREEMENT

The Client and J.C. McDonnell Engineering, PC agree that the following provisions shall be part of their agreement.

- Additional services and/or revisions of office and field work required due to change of policy by various governmental
 agencies after the date of this agreement shall be paid for by the Client as extra services unless otherwise agreed to in
 writing.
- 2. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, surveying, soil engineering fees, soil testing fees, aerial topography, and all other fees, permits, bond premiums, title company charges, blueprint and reproductions and all other charges not specifically covered by the terms of this agreement.
- All fees and other charges will be billed monthly as costs are incurred, and the not amount shall be due at the time of billing
 unless a hump sum payment schedule is attached to this contract.
- 4. The Client hereby agrees that the balance as stated on the billing form J.C. McDonnell Engineering, PC to Client is correct, conclusive and binding on the Client unless Client within ten (10) days from the date of billing invoice notifies J.C. McDonnell Engineering, PC in writing of the particular item that is alleged to be incorrect.
- 5. J.C. McDonnell Engineering, PC makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except as these were promulgated after preparation in accordance with generally accepted practices and under the direction of registered professional engineers and/or surveyors.
- J.C. McDonnell Engineering, PC makes no representation concerning soil conditions unless specifically included in writing
 in this agreement and is not responsible for any liability that may arise out of making or failing to make soil surveys, or
 sub-surface soil tests, or general soil testing.
- 7. In the event that any changes are made in the plans and specifications by the Client or persons other than J.C. McDonnell Engineering, PC which affects the engineer's work, any and all liability arising out of such changes is waived, as against J.C. McDonnell Engineering, PC, and the Client assumes full responsibility for such changes unless Client has given prior notice and has received from J.C. McDonnell Engineering, PC written consent for such changes.
- 8. J.C. McDonnell Engineering, PC shall incur no responsibility or liability for Clients use of plans or drawings which are not signed by engineer/surveyor in the employ of J.C. McDonnell Engineering, PC and which have not been approved and signed by the appropriate regulatory agency and/or having been altered or revised after signature or approval.
- 9. In the event Client fails to pay J.C. McDonnell Engineering, PC promptly or within thirty-one (31) days after invoices are rendered, the Client agrees that J.C. McDonnell Engineering, PC shall have the right to consider said default a total breach of this agreement and the duties of J.C. McDonnell Engineering, PC under this agreement may be terminated. In such event, Client shall then promptly pay J.C. McDonnell Engineering, PC for all fees, charges and services performed on a Time and Material basis. Lien rights may be exercised.
- 10. There are no understandings or agreements except as herein expressly stated.
- 11. Extra Services, upon request by Client, are to be provided on a Time and Material basis.
- 12. The fee as offered in this Contract remains in offeot for a period of 30 days.
- 13. In the event any provision of this agreement shall be held invalid and unenforceable, the other provisions of this agreement When or if EXTRA SERVICES are required, they shall be billed at the following published rates:

a. Principal Civil Engineer (PE) \$ 125.00/hour

b. Design Civil Engineer (PE): \$ 110.00/hour

c. Staff Engineer: \$ 100.00/hour

), Civil Technician: \$75.00/hour

e. CAD/Civil Drafter: \$ 55-65.00/hour

f. Original Bond Plot \$ 5.00/sheet

Mylar Plots \$ 20,00/shcei.

Original Mylar Plot \$ 20.00/sheet

DOCE NA