



**LAKE STEVENS  
SEWER DISTRICT**  
Serving You Since 1957

1106 Vernon Road · Suite A  
Lake Stevens, WA 98258  
(425) 334-8588 · Fax (425) 335-5947  
Web Address: [lkstevenssewer.org](http://lkstevenssewer.org)

Mission Statement: Meeting the challenge of protecting the environment and providing quality sewer service to the community.

**AGENDA  
COMMISSIONER MEETING  
JANUARY 11, 2024, at 9:00 AM**

**IN PERSON /VIRTUAL MEETING:**

**Please join our meeting at 1106 Vernon Rd, James B Mitchell Conference Room** or join virtually via **Go To Meeting:** (You will be asked to identify yourself for our sign in sheet)

**<https://global.gotomeeting.com/join/646704685>**

**You can dial in using your phone:**

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(312\) 757-3129](tel:+13127573129)

**Access Code:** 646-704-685

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC FORUM – Non-action Items** (please limit comments to 3 minutes)
4. **AGENDA APPROVAL**
5. **CONSENT ITEMS** (The Commissioners have previously reviewed these in detail):

|                                           | <b>AMOUNT</b> | <b>CHECK #'s</b> |
|-------------------------------------------|---------------|------------------|
| A. Minutes: Dec 28 <sup>th</sup>          |               |                  |
| B. Lien Placements (64)                   | NA            |                  |
| Lien Releases (62)                        | NA            |                  |
| C. Investments                            | NA            |                  |
| Withdrawals                               | \$409,683.38  |                  |
| Transfers                                 | NA            |                  |
| D. Payroll                                | \$281,954.10  |                  |
| E. 40 – Maintenance                       | \$691,959.08  | 11593 – 11638    |
| F. 48 – SRF Principle & Interest Payment  | \$135,201.29  | 11639            |
| G. 58 – Capital Expenditures              | \$32,523.01   | 11640 - 11641    |
| H. 60 – PWTF Principle & Interest Payment | NA            |                  |

6. **OLD BUSINESS**
  - A. Dawson DEA Authorization for GM to execute –
7. **NEW BUSINESS**
  - A. Lift Station 11 Upgrade Proposal for Engineering Services, PACE, \$289,350 –
8. **MANAGERS' REPORTS**
  - A. General Manager
9. **CITY REPORT**
10. **COMMISSIONERS' REPORT**
11. **EXECUTIVE SESSION**
12. **CONCLUDE**

**NOTICE:** All proceedings of this meeting are audio recorded, except Executive Sessions

**\*\*PLEASE NOTE:** The Lake Stevens Sewer District will accept verbal citizen comments during the regular meetings in-person or virtually. Citizen comments submitted prior to the meeting to [management@lkssd.org](mailto:management@lkssd.org) will be addressed during the public comment period.



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**MINUTES OF  
COMMISSIONER MEETING  
DECEMBER 28, 2023, at 9:00 AM**

**Attendees:** Commissioners Andrea Wright, Dan Lorentzen and Kevin Kosche, District Staff: Mariah Low, Johnathan Dix, Rosalind Gorc, and Melonie Grieser. Legal Counsel: Jordan Stephens, G&O: Keith Stewart.

- 1. CALL TO ORDER** – At 9:00 AM Commissioner Kosche called the meeting to order.
- 2. OATH OF OFFICE FOR COMMISSIONER POSITIONS #2 AND #3** – Rosalind Gorc administered the Oath of Office to Andrea Wright and Kevin Kosche to fill their commission positions.
- 3. PUBLIC FORUM** – Non-action Items (please limit comments to 3 minutes) Commissioner Kosche asked if there were any public comments or questions submitted. No questions submitted. No one in attendance. There were no public comments.
- 4. AGENDA APPROVAL** – Commissioner Lorentzen moved to approve the agenda as submitted. Commissioner Wright seconded the Motion. The Motion passed.
- 5. CONSENT ITEMS** (The Commissioners have previously reviewed these in detail) – Commissioner Lorentzen moved to approve Consent Items A through J. Commissioner Wright seconded the Motion. The Motion passed.

|                                                     | <b>AMOUNT</b> | <b>CHECK #'s</b> |
|-----------------------------------------------------|---------------|------------------|
| A. Minutes: Dec 12 <sup>th</sup> & 21 <sup>st</sup> |               |                  |
| B. Lien Placements (0)                              | NA            |                  |
| Lien Releases (0)                                   | NA            |                  |
| Lien Foreclosure Lawsuit (0)                        | NA            |                  |
| C. Investments                                      | \$635,404.31  |                  |
| Withdrawals                                         | \$40,577.60   |                  |
| Transfers                                           | \$7031.29     |                  |
| D. Payroll                                          | NA            |                  |
| E. 40 – Maintenance                                 | \$32,107.18   | EFT 178          |
|                                                     | \$106,779.44  | 11556-11589      |
| F. 48 – SRF Principle & Interest Payment            | NA            |                  |
| G. 58 – Capital Expenditures                        | \$44,980.60   | 11590-11592      |
| H. 60 – PWTF Principle & Interest Payment           | NA            |                  |
| I. Housekeeping -                                   | NA            |                  |
| J. Employment Contract Amendment (3)                | NA            |                  |

**6. OLD BUSINESS –**

- A. None

## **7. NEW BUSINESS –**

- A. HGAC Buy Program Interlocal Contract for Cooperative Purchasing – Johnathan Dix stated that this Interlocal Contract is a purchasing cooperative and meets all the competitive bidding requirements. For example, a bypass pump was quoted from vendor for \$112,000 and from HGAC for \$50,000. Staff recommends approval. Commissioner Lorentzen made a Motion to authorize the GM to sign the interlocal agreement. Commissioner Wright seconded the Motion. The Motion passed.
- B. Resolution No 1057 – Reconfirming Board Schedule Location & Time – Mariah Low stated that this resolution is an annual requirement. No changes to the time and location of meetings for 2024. Commissioner Lorentzen made a Motion to approve. Commissioner Wright seconded the Motion. The Motion passed.
- C. Election of 2024 Board Position, President – Commissioner Wright was selected as the Board President for 2024. Commissioner Lorentzen made a Motion to approve Wright as President. Commissioner Kosche seconded the Motion. The Motion passed.
- D. Election of 2024 Board Position, Secretary – Commissioner Lorentzen was selected for the Board Secretary. Commissioner Kosche made a Motion to approve Lorentzen as Secretary. Commissioner Wright seconded the Motion. The Motion passed.

## **8. MANAGERS' REPORTS**

- A. General Manager – Mariah Low stated that the daily Plant flows are 3.35 MGD. Commissioners' salary will increase by 26% starting on January 1, 2024. Per RCW 57.12.010, the WA Office of Financial Management set the new rate as \$161 per day and maximum annual of \$15,456.
- B. Assistant General Manager – Johnathan Dix stated that GFCs 71.07 collected, 150 permits issued.

## **9. CITY REPORT –** Not present. The City Council ratified the workers Union contract last week.

## **10. COMMISSIONERS' REPORT –** Commissioner Lorentzen thanked everyone for a great year. Commissioner Wright enjoyed the holiday get together and is impressed by the field crew. Commissioner Kosche was impressed by the annual statistics shared at the holiday get together. The Commissioners acknowledged how courteous and professional the District's field crew is while working around the community.

## **11. EXECUTIVE SESSION –** Jordan Stephens stated that the Commission will now recess into Executive Session at 9:13 AM and excused the General Public; it is estimated the executive session will last until 9:23 AM. The purpose of the Executive Session, under RCW 42.30.110(1)(i), is to discuss potential litigation. At the conclusion of the Executive Session, there will not be action taken by the Board of Commissioners and no announcement will be made. At 9:23 AM, Commissioner Kosche closed the executive session.

**12. CONCLUDE** – Commissioner Lorentzen made a Motion to adjourn the Board Meeting. Commissioner Wright seconded the Motion. The Motion passed at 9:23 AM.

Signed at a regular open public meeting this 11th day of January 2024

\_\_\_\_\_  
Dan Lorentzen, Secretary and Commissioner

\_\_\_\_\_  
Andrea Wright, President and Commissioner

\_\_\_\_\_  
Kevin Kosche, Commissioner

December 13, 2023

Mr. Johnathan Dix  
Assistant General Manager  
Lake Stevens Sewer District  
1106 Vernon Road, Suite A  
Lake Stevens, Washington 98258

**Subject:      Lift Station 11 Upgrade  
                 Proposal for Professional Engineering Services  
                 PACE Proposal No. P23-595**

Dear Mr. Dix:

PACE Engineers, Inc. (PACE), appreciates the opportunity to submit this proposal for Professional Engineering Services for the Lift Station 11 Upgrade based on the information you provided to Pat Kohlbrenner on October 27, 2023.

## **PROJECT UNDERSTANDING**

PACE and Lake Stevens Sewer District (District) met on October 31, 2023, to discuss the overall scope of the project. It is understood that our scope of services is to provide preliminary engineering through final design and construction phase support for the upgrade of the District's Lift Station 11 located at 9020 20th Street SE. The site is bordered by 20th Street SE (to the north), a Snohomish County PUD property (to the west), and the City of Everett water easements (to the south and west).

The project has been identified in the District's most current General Sewer/Wastewater Facility Plan (comp plan) as project G4. Page 6-18 of the comp plan states, "the lift station capacity is currently 400 gpm and peak flow at buildout is projected to be 378 gpm. The length of the force main for this lift station was substantially reduced after completion of the Southwest Interceptor. This reduction resulted in increased pumping capacity at the lift station."

The proposed upgrade is to convert the existing station into a duplex submersible lift station with a new valve vault to include bypass connection and flow meter. The project will include electrical improvements consisting of upgrading controls and possible replacement of the existing generator. The District provided record drawings for the station dated October 18, 1983. After initial review of the record drawings and discussion with the District it is understood that the existing station is a wet well mounted style with suction lift pumps and associated piping and valves in a subgrade enclosure installed directly on top of the existing steel wet well. In order to convert the station to a typical duplex submersible station the existing wet well will need to be either rehabilitated or replaced.

A detailed scope of services consisting of nine (9) tasks as follows. This scope includes necessary civil, survey, electrical, and geotechnical services through both the design and construction phase of this project.

PACE will be the prime consultant for the entire scope of services and will oversee and administer all subconsultant services on the project. PACE will complete all civil, survey, and permitting services in-house and will subcontract with Follett Engineering for electrical engineering, Robinson Noble for geotechnical evaluations, and a utility locating contractor to be determined.

## **SCOPE OF WORK**

### **TASK 1 – PROJECT MANAGEMENT**

This task covers general project management, including communication and coordination with the District, internal project administration, review and preparation of invoices and pertinent backup materials. In addition to monthly invoices, PACE will provide bi-weekly progress reports. This task includes coordination meetings and design review meetings with the District at major project milestones. Design review meetings will be held in-person with other coordination meetings to be done via Teams. It is anticipated that up to three (3) in-person meetings will be held. The following review meetings are anticipated:

- Pre-Design Review
- 60% Design Review
- 90% Design Review

As part of this task, PACE will conduct one field reconnaissance of the site with the design team and District staff. This site visit will serve as the project kickoff meeting.

### **TASK 2 – SURVEY/MAPPING**

PACE will use our in-house survey staff to perform field survey work to prepare a topographic base map of the lift station parcel and adjacent driveway bordering on the south for use by our engineering design staff. Items to be performed under this task include the following:

- Conduct design locates and marking of all existing underground utilities with the services of a locating subcontractor.
- Acquire available as-built utility maps from utility providers.
- Conduct research in public records for necessary survey information.
- Tie control points to monuments as required to establish street Right-of-Way (ROW).
- Parcel boundary will be calculated for mapping assuming adequate monuments are available, no property corners will be set.
- Set additional control points/benchmarks as needed.
- Show all topographic data within proposed design/construction limits.
- Show contour lines at 1-foot intervals within rights-of-way and easements.
- Show all identified utilities including individual service lines where possible.
- District to provide a current Title Report, easements within report will be plotted.
- Provide AutoCAD drawing and PDF of the base map at scale of 1" = 20'.
- Walk all topo surveys after base maps are complete to verify visible features are noted.



### **TASK 3 – GEOTECHNICAL EVALUATION**

Robinson Noble will provide a geotechnical evaluation at the lift station site. This evaluation will include one (1) soil boring approximately 35-feet deep in the vicinity of the new valve vault and wet well. Robinson Noble will provide a geotechnical report for PACE's use in preparation of the Pre-Design Engineering Report. PACE's scope of services under this task includes review of the geotechnical report and incorporate its findings into our design. See the attached Scope of Work from Robinson Noble for more details on the geotechnical evaluation.

### **TASK 4 – PRE-DESIGN ENGINEERING REPORT**

The Pre-Design Engineering Report (Design Report) will establish the basis of design criteria for the lift station upgrade. This will include calculation of peak flow projections from the service area based on sewage generation rates, infiltration and inflow rates, and peaking factors identified in the District's comp plan. From the peak flow projections, we will be able to develop required sizing for pumps, wet well, electrical loads, and generator. PACE will enlist services of Follett Engineering for electrical design assistance.

A draft Design Report will be submitted for review prior to preparation of Design Plans and Technical Specifications. The Design Report will include up to three (3) site layout alternatives showing proposed layout of all elements for the lift station (valve vault, wet well, generator, electrical controls, and other miscellaneous site improvements).

Following District review of the draft Design Report, PACE will meet in-person with District staff to discuss any comments and to select a preferred site layout. PACE will then finalize the Design Report and move onto preparation of detailed Design Plans and Specifications. The Design Report is assumed to not need to be submitted to Department of Ecology.

### **TASK 5 – DESIGN DEVELOPMENT (60% PLANS, SPECIFICATIONS AND ESTIMATE)**

Based on the District's selected site layout, PACE will prepare 60% Design Plans of the proposed upgrade. We will also prepare an outline of the specifications and prepare an estimate of probable construction costs for District review and comment. This task generally includes:

- Recommendations for bypassing the flow during construction.
- Design of the new valve vault (to include bypass connection and flow meter).
- Design of the new or rehabilitated wet well.
- Outline of the proposed specifications using CSI format.
- Prepare budget-level construction cost estimate.

60% Design review documents will be submitted to the District in digital format (PDF). Once the District staff has conducted their review, PACE will attend one, (1) 60% design review meeting with the District in person at the District office.

### **TASK 6 – CONSTRUCTION DOCUMENT DEVELOPMENT (90% PLANS, SPECIFICATIONS AND ESTIMATE)**

PACE will provide construction level documents based upon District comments from the 60% Design Development review. At this stage we will have developed fairly complete project specifications. We will utilize contract documents and general provisions from past District



projects and will create specific technical specifications as needed. We anticipate the project will bid as one schedule and that the bid documents will be based on the most current CSI format. It is assumed that the District's review of these documents will result in minor comments, without significant changes to the design, and there will be one (1) set of revisions to prepare the documents "Bid-Ready".

## **TASK 7 – ELECTRICAL DESIGN (PLANS AND SPECIFICATIONS)**

Follett Engineering will evaluate the project and provide plans and specifications for site power needs as well as the required controls and communication upgrades for the lift station. It is not yet determined if we will utilize the existing generator or if a new generator and fuel system will be installed. Discussion and alternatives for the generator will be included in the Design Report under Task 4.

Specific items for Follett Engineering under this task are as follows:

- Determine/confirm the adequacy of the existing generator for the proposed upgrades.
- Work closely with District for design and installation of new controls and telemetry.
- Assist District with preparation of utility service application.
- Prepare electrical plans and specifications.

Follett Engineering will prepare final electrical design plans and specifications based upon District comments from the 90% Design review. The final electrical design includes all necessary demolition of existing electrical and I&C equipment and replacement with new equipment including motor control center, ATS, and all new controls, instrumentation, and telemetry.

## **TASK 8 – QA (QUALITY ASSURANCE)**

In order to assure that the final plans and specifications are complete, accurate and appropriate, PACE will conduct a Quality Assurance (QA) review of the documents prior to each submittal to the District. The review will consist of a complete sheet-by-sheet and contract document review to assure the District that the documents meet the "standard level of care" of our industry.

## **TASK 9 – CONSTRUCTION PHASE SUPPORT**

This task includes construction support services during the bidding and construction period. For the purposes of estimating a budget, it is assumed that the construction period will be 18 weeks (90 working days). The following tasks are necessary:

- Administer the bidding of the project through a bidding service such as Builders Exchange or Quest CDN.
- Address bidder questions during the bidding period, with input from the District.
- Issue addenda as necessary. Assumes up to three (3) addenda.
- Conduct or attend a one (1) pre-bid meeting as required. Assumes one (1) PACE staff.
- Conduct or attend the bid opening. Assumes one PACE staff.
- Prepare a certified bid tabulation of all bids received.
- Conduct reference checks of the low bidder and prepare a recommendation of award.
- Attend and direct the pre-construction conference and provide meeting minutes to all attendees. Assumes two (2) PACE staff.





- Review up to thirty (30) material submittals for compliance with contract documents. It is anticipated that the review turnaround time will be 14 calendar days.
- Provide construction staking for the improvements.
- Review, approve, and prepare contract pay estimates. Assumes up to eight (8) pay estimates.
- Prepare change orders as necessary, including all documentation and coordination with the contractor. Assumes up to four (4) change orders and District staff will present to Board for approval if needed.
- Attend and conduct construction meetings as required, prepare and distribute meeting notes. Construction meetings will be held on a weekly or bi-weekly basis. Assumes up to eighteen (18) meetings.
- Monitor construction to determine contractor compliance and prepare all letters and documentation regarding same. The District requested that PACE provide daily site inspections. For the purposes of preparing a budget estimate, PACE assumes each site visit at four (4) hours per day.
- Address construction questions and Requests for Information (RFIs) as they arise. Assumes up to ten (10) RFIs.
- Prepare punch lists and conduct final inspection and prepare recommendation of project acceptance.
- Prepare As-Built drawings.

## **FEE ESTIMATE**

We propose to provide the services for Tasks 1 - 9 outlined above on a Time and Expense basis and complete the above tasks for an estimated budget of \$289,350 (see attached budget worksheet). Services will commence at our 2024 EOR rates attached to this proposal. In the event that services extend beyond 2024, rates will be subject to adjustment effective January 1, 2025, and contract amendment.

## **ASSUMPTIONS**

The above scope of work and related fee has been based on the following assumptions:

- PACE will provide all design deliverables in PDF format for District review. It is assumed that only one (1) round of review comments will be required at each milestone (Pre-Design, 60%, 90%). Printed copies can be provided at the request of the District on a Time & Expense basis beyond the established budget and is not included in this fee estimate.
- The duration of District reviews of design deliverables will be maximum three (3) weeks. PACE will develop a schedule with this assumption and will revise accordingly if review periods extend beyond three (3) weeks.
- Connection to the existing force main from the new valve vault will occur within the site limits of the lift station.
- Submittal of the Design Report to Department of Ecology is not included herein.
- PACE survey scope includes the lift station parcel and adjacent driveway bordering on the south. See attached Survey Limits exhibit.



- Provisions for active odor control and cathodic protection are not included in the proposed upgrade.
- Construction period is 18 weeks or 90 working days.
- Review of up to ten (10) RFIs and up to thirty (30) submittals are included.
- Up to four (4) change orders are anticipated during the construction phase.

## AUTHORIZATION TO PROCEED

If the foregoing meets with your acceptance, please sign one copy of this letter and return one copy of each for our records as our authorization to continue with the services stated. PACE looks forward to working with you on this project.

If you have any questions or need additional information, please call us at 425.827.2014, or by email.

Sincerely,  
PACE Engineers, Inc.



Pat Kohlbrenner, P.E.  
Project Manager  
patk@paceengrs.com



Bill Reynolds, P.E.  
Senior Principal Engineer  
billr@paceengrs.com

Attachments: PACE Rate Schedule, Budget Spreadsheet, Survey Limits, Robinson Noble Proposal, Follett Fee Estimate

## ACKNOWLEDGEMENT AND AUTHORIZATION TO PROCEED:

The undersigned hereby acknowledges this agreement and has authority to act on behalf of the Client and authorizes PACE to proceed accordingly.

---

Name (Printed)

---

Title

---

Signature

---

Date





**2024 ENGINEER OF RECORD  
HOURLY RATE SCHEDULE**

Water | Land | Infrastructure | Facilities

Effective January 1, 2024

| <b>DESCRIPTION</b>                                                                                                                                                                                                                            | <b>HOURLY RATE</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1. Office Tech I, Expediter I                                                                                                                                                                                                                 | \$ 56.00           |
| 2. Office Tech II, Expediter II, Survey Field Tech                                                                                                                                                                                            | \$ 72.00           |
| 3. Intern, Survey Tech I, Jr. CAD Tech, Jr. Inspector, Office Tech III,                                                                                                                                                                       | \$ 91.00           |
| 4. Designer, Jr. Planner, Survey Tech II, CAD Tech, Inspector, Sr. Office Tech, Jr. Ecologist/Scientist                                                                                                                                       | \$ 112.00          |
| 5. Jr. Engineering Staff, Designer I, Planner, GIS Tech, Survey Tech III, CAD Tech I, Inspector I, Project Administrator, Ecologist/Scientist                                                                                                 | \$ 129.00          |
| 6. Engineering Staff I, Designer II, Planner I, Survey Tech IV, GIS Analyst I, CAD Tech II, Inspector II, Sr. Project Administrator, Ecologist/Scientist I                                                                                    | \$ 143.00          |
| 7. Engineering Staff II, Planner II, GIS Analyst II, Designer III, CAD Tech III, Inspector III, Survey Tech V, Ecologist/Scientist II, Landscape Architect I                                                                                  | \$ 158.00          |
| 8. Project Designer, Planner III, Sr. Survey Tech, GIS Analyst III, Engineering Staff III, Sr. CAD Tech, Sr. Inspector, Ecologist/Scientist III, Landscape Architect II                                                                       | \$ 172.00          |
| 9. Engineer IV, Project Designer I, Sr. Planner, Project Surveyor, Sr. GIS Analyst, CAD Manager, Project CAD Tech, Sr. Project Inspector, Engineering Staff IV, One-Person Crew, BIM Manager, Ecologist/Scientist IV, Landscape Architect III | \$ 187.00          |
| 10. Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, Sr. Project GIS Analyst, Structural Engineer, UAS Pilot, Ecologist/Scientist V, Landscape Architect IV                                                      | \$ 202.00          |
| 11. Sr. Project Engineer, Sr. Structural Engineer, Sr. Project Designer, IT Manager, Sr. Project Planner, Survey Project Manager, Tech Services Manager, Sr. Ecologist/Scientist, Sr. Landscape Architect                                     | \$ 215.00          |
| 12. Project Manager, Principal Surveyor, Planning Project Manager, Principal Ecologist/Scientist                                                                                                                                              | \$ 229.00          |
| 13. Sr. Project Manager Sr. Principal Surveyor, Two-Person Crew, Sr. Principal Ecologist/Scientist                                                                                                                                            | \$ 243.00          |
| 14. Principal Engineer, Principal Planner, Sr. Two-Person Crew                                                                                                                                                                                | \$ 263.00          |
| 15. Sr. Principal Engineer, Sr. Principal Planner                                                                                                                                                                                             | \$ 282.00          |

**REIMBURSABLES**

|                                                                                                                                                |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| A. Subconsultants, Professional and Technical                                                                                                  | Cost + 15%           |
| B. Project Administration                                                                                                                      | \$60.00              |
| C. Maps, reports, materials, permit fees, express delivery and messenger, pass-through bills, and similar items necessary for work in progress | Cost + 15%           |
| D. Out-of-Town travel per diem and cost of commercial transportation                                                                           | Cost + 10%           |
| E. Transportation within 30 Mile Radius *                                                                                                      | No Charge            |
| Transportation beyond 30 Mile Radius – Automobile                                                                                              | At Approved IRS Rate |
| * On job inspection mileage will be billed                                                                                                     | At Approved IRS Rate |
| F. Printing Costs                                                                                                                              |                      |
| Large Format Blueprints and Reproduction – Bond                                                                                                | \$ 0.50/sq ft        |
| Large Format Blueprints and Reproduction – Mylar                                                                                               | \$ 1.50/sq ft        |
| Color Copies – In-house (8½ x 11)                                                                                                              | \$ 0.25/page         |
| F. Expert Witness                                                                                                                              | Rate x 1.5           |

Notes: <sup>1</sup> All payment is due within 30 days from date of invoice. A monthly service charge of 1% will be added on all accounts older than 30 days.

<sup>2</sup> The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2024. After December 31, 2024, invoices will reflect the schedule of charges in effect at that time.



PACE Engineers

Project Budget Worksheet - 2024 EOR Rates

Project Name: **LKSSD Lift Station 11 Upgrade**  
Project #: **P23595** Billing Group #:

Location: **Lake Stevens, WA**  
Task #:

Prepared By: **PK**  
Date: **12/1/2023**

| Labor Hours by Classification                                  |            |                        |                 |                  |              |              |                         |                    |                 |                 |  |                           |  |            |              |
|----------------------------------------------------------------|------------|------------------------|-----------------|------------------|--------------|--------------|-------------------------|--------------------|-----------------|-----------------|--|---------------------------|--|------------|--------------|
| Staff Type # (See Labor Rates Table)<br>Staff Type Hourly Rate | Labor Code | 1                      | 12              | 14               | 18           | 74           | 19                      | 41                 | 45              | 58              |  | 118                       |  |            |              |
|                                                                |            | \$282                  | \$229           | \$202            | \$129        | \$158        | \$215                   | \$229              | \$172           | \$243           |  | \$143                     |  |            |              |
| Drawing/Task Title                                             | Job Title  | Sr. Principal Engineer | Project Manager | Project Engineer | Jr. Engineer | CAD Tech III | Sr. Structural Engineer | Principal Surveyor | Sr. Survey Tech | Two-Person Crew |  | Sr. Project Administrator |  | Hour Total | Dollar Total |
| <b>Task 1 - Project Management</b>                             |            |                        |                 |                  |              |              |                         |                    |                 |                 |  |                           |  |            |              |
| Coordination with District (plus Teams meetings)               |            |                        | 13              | 6                |              |              |                         |                    |                 |                 |  |                           |  | 19.0       | \$4,189      |
| Design Review Meetings (3-total)                               |            | 8                      | 8               |                  |              |              |                         |                    |                 |                 |  |                           |  | 16.0       | \$4,088      |
| Team Coord. (including project admin/invoicing)                |            | 12                     | 20              |                  |              |              |                         |                    |                 |                 |  |                           |  | 32.0       | \$7,964      |
| <b>Task 2 - Survey/Mapping</b>                                 |            |                        | 1               |                  |              |              |                         | 6                  | 16              | 20              |  |                           |  | 43.0       | \$9,215      |
| <b>Task 3 - Geotechnical Evaluation</b>                        |            | 1                      | 2               | 3                |              |              |                         |                    |                 |                 |  |                           |  | 6.0        | \$1,346      |
| <b>Task 4 - Pre-Design Engineering Report</b>                  |            | 4                      | 16              | 32               | 24           | 8            |                         |                    |                 |                 |  |                           |  | 84.0       | \$15,616     |
| <b>Task 5 - Design Development (60% PS&amp;E)</b>              |            |                        |                 |                  |              |              |                         |                    |                 |                 |  |                           |  |            |              |
| Plans                                                          |            | 6                      | 20              | 32               | 24           | 48           | 8                       |                    |                 |                 |  |                           |  | 138.0      | \$25,136     |
| Specs                                                          |            | 6                      | 8               | 12               | 24           |              | 4                       |                    |                 |                 |  | 16                        |  | 70.0       | \$12,192     |
| Estimate                                                       |            | 2                      | 4               | 6                | 6            |              |                         |                    |                 |                 |  |                           |  | 18.0       | \$3,466      |
| <b>Task 6 - Construction Docs (90% PS&amp;E)</b>               |            | 4                      | 24              | 40               | 16           | 32           | 16                      |                    |                 |                 |  | 24                        |  | 156.0      | \$28,696     |
| <b>Task 7 - Electrical Design</b>                              |            | 1                      | 2               | 3                |              |              |                         |                    |                 |                 |  |                           |  | 6.0        | \$1,346      |
| <b>Task 8 - QA</b>                                             |            | 16                     |                 |                  |              |              | 12                      |                    |                 |                 |  |                           |  | 28.0       | \$7,092      |
| <b>Task 9 - Construction Services</b>                          |            |                        |                 |                  |              |              |                         |                    |                 |                 |  |                           |  |            |              |
| Contract Admin (18 wks @ ~1.5 hr/wk)                           |            | 8                      | 18              |                  |              |              |                         |                    |                 |                 |  |                           |  | 26.0       | \$6,378      |
| Coordination with District and contractor(s)                   |            |                        | 12              | 20               |              |              |                         |                    |                 |                 |  |                           |  | 32.0       | \$6,788      |
| RFIs (assumed up to 10)                                        |            |                        | 4               | 8                | 12           |              |                         |                    |                 |                 |  |                           |  | 24.0       | \$4,080      |
| Submittal Reviews (assumed up to 30)                           |            |                        | 8               | 16               | 30           |              |                         |                    |                 |                 |  |                           |  | 54.0       | \$8,934      |
| Change Orders (assumed up to 4)                                |            | 4                      | 6               | 8                |              |              |                         |                    |                 |                 |  |                           |  | 18.0       | \$4,118      |
| Daily Site Inspections (up to 90 visits)                       |            |                        | 60              | 100              | 200          |              |                         |                    |                 |                 |  |                           |  | 360.0      | \$59,740     |
| As-builts                                                      |            | 2                      | 2               | 4                | 4            | 8            |                         |                    |                 |                 |  |                           |  | 20.0       | \$3,610      |
|                                                                |            |                        |                 |                  |              |              |                         |                    |                 |                 |  |                           |  |            |              |
| Hours Total                                                    |            | 74.0                   | 228.0           | 290.0            | 340.0        | 96.0         | 40.0                    | 6.0                | 16.0            | 20.0            |  | 40.0                      |  | 1150.0     |              |
| Labor Total                                                    |            | \$20,868               | \$52,212        | \$58,580         | \$43,860     | \$15,168     | \$8,600                 | \$1,374            | \$2,752         | \$4,860         |  | \$5,720                   |  |            | \$213,994.00 |

| Expenses                |           | Reimbursable |            |
|-------------------------|-----------|--------------|------------|
|                         | rate/unit | Quantity     | Cost       |
| Postage/Courier         |           |              |            |
| Printing Costs          |           |              |            |
| Photo/Video             |           |              |            |
| Mileage/Travel/Per Diem |           |              | \$3,016    |
| Miscellaneous           |           |              |            |
|                         |           |              |            |
| Total                   |           |              | \$3,016.40 |

| Subconsultants         |             |
|------------------------|-------------|
| Utility Locate         | \$500       |
| Mechanical Engineer    |             |
| Electrical Engineer    | \$48,080    |
| Geotechnical Engineer  | \$14,324    |
| I & C Engineer         |             |
| Subconsultant Subtotal | \$62,904    |
| Markup                 | 15%         |
| Total                  | \$72,339.60 |

|                             |                     |
|-----------------------------|---------------------|
| PACE Billed Labor Total     | \$213,994.00        |
| Reimbursable Expenses       | \$3,016.40          |
| Subconsultants              | \$72,339.60         |
| <b>Total Project Budget</b> | <b>\$289,350.00</b> |



00776900004600

00776900004700

00776900004800

SURVEY LIMITS IN RED

SE

20th St SE

00457000001901

00457000002003

00457000002002

00473400000400

91st Ave SE

00473400000500



ROBINSON<sup>SM</sup>  
NOBLE

a terraphase company

November 7, 2023

Lake Stevens Sewer District  
c/o Pat Kohlbenner  
PACE Engineers  
11255 Kirkland Way, Suite 300  
Kirkland, WA 98033

*sent via email to PatK@paceengrs.com*

**Subject: Proposal for Geotechnical Engineering Services for the Lake Stevens Sewer District Lift Station 11**

Dear Mr. Kohlbenner:

Robinson Noble, a wholly owned subsidiary of Terraphase Engineering Inc., is pleased to present this scope of work and cost estimate to provide geotechnical engineering services for the above-referenced project located at 9020 20<sup>th</sup> Street SE in Lake Stevens, Washington.

## Objectives

We understand that the District plans to upgrade lift station 11 by installing a new valve vault and wet well. The valve vault will be approximately 7 to 8 feet deep and the wet well will be approximately 20 feet.

## Scope of Work

The scope of services to be provided by Terraphase Engineering, Inc. includes the following:

- Review available geologic maps for the site.
- Complete a safety plan for the field staff.
- Mark the site for the One Call Public Utility Locate. We will also subcontract a private utility locator to clear the immediate vicinity of the exploration locations.
- Complete one soil boring with a subcontracted driller. We have budgeted for one boring to a depth of 35 feet. The driller has indicated that this boring could be scheduled with a lead time of approximately two to three weeks.
- Complete laboratory tests of soils obtained from the boring. The laboratory tests will consist of moisture contents, grain size curves and Atterberg limits. These tests will be determined based on the materials encountered.

- Evaluate pertinent physical and engineering characteristics of the soils encountered in the explorations.
- Prepare a geotechnical report containing the results of the subsurface explorations, and conclusions and recommendations for geotechnical design elements of the project. The report will include:
  - Description of the geologic materials encountered.
  - Depth to groundwater, if encountered.
  - Discussion of seismicity at the site along with seismic design parameters including site class and site coefficients based on current IBC criteria.
  - Recommendations for foundations including allowable soil bearing values, minimum footing sizes, and soil parameters for lateral load resistance.
  - Estimate the total and differential settlements of foundation spread footings and floor slabs.
  - Geotechnical recommendations and considerations for support of concrete slab- on-grade equipment pads.
  - Recommendations for earthwork and site preparation. An evaluation of the effects of weather and/or construction equipment on site soils and mitigation of any unsuitable soil conditions at the site will be included.
  - Recommendations for trench and backfill.

Deliverables:

- Draft Geotechnical Report.
- Final Geotechnical Report.

## Cost Estimate and Schedule

We propose to complete this work on a time-and-expense basis for an estimated cost of \$14,324. These steps can be completed in approximately 60 days from the date our services are authorized to proceed, based on availability of a driller rig. Only upon the client's authorization will Terraphase conduct work outside of the proposed scope of services, which will be completed on a time-and-materials basis (outside of the enclosed budget estimate) in accordance with our 2023 Rate Schedule.

## Closing

Terraphase is grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this proposal, please contact Rick Powell at 425-488-0599 or [Rick.Powell@terrphase.com](mailto:Rick.Powell@terrphase.com).

Sincerely,

for Terraphase Engineering, Inc.



Rick B. Powell, PE  
Principal Engineer

JA:RP:am

Attachment: Detailed Cost Estimate; 2023 Standard Schedule of Charges





## 2023 Standard Schedule of Charges

| Labor Classification                               | Hourly Rate |
|----------------------------------------------------|-------------|
| Senior Principal                                   | \$297       |
| Principal Engineer/Scientist                       | \$278       |
| Senior Associate Engineer/Scientist                | \$259       |
| Associate Engineer/Scientist                       | \$240       |
| Senior Project Engineer/Scientist                  | \$225       |
| Project Engineer/Scientist                         | \$210       |
| Senior Staff 2 Engineer/Scientist                  | \$194       |
| Senior Staff 1 Engineer/Scientist                  | \$177       |
| Staff 2 Engineer/Scientist                         | \$158       |
| Staff 1 Engineer/Scientist                         | \$137       |
| Senior Technician                                  | \$145       |
| Technician 3                                       | \$125       |
| Technician 2                                       | \$106       |
| Technician 1                                       | \$88        |
| Senior Editor/Senior Project Coordinator           | \$155       |
| Editor 2/Project Coordinator 2/Accountant 2        | \$135       |
| Editor 1/Project Coordinator 1/Accountant 1        | \$115       |
| Administrator/Project Assistant/Billing Specialist | \$95        |

### Labor Charges

All time will be recorded and charged to nearest 0.1 hour. Expert testimony at trials, hearings and depositions will be billed at 150% of the standard hourly rate. For each day when testimony is provided, a minimum of 8 hours will be billed. Preparatory time will be billed at standard rates.

### Expenses

Subcontractor fees and other direct costs, such as air travel, project supplies and rental equipment, etc. will be itemized and billed at our cost plus a fifteen percent handling charge. Vehicle mileage when itemized is billed at the standard government rate in effect at the time of travel ([www.gsa.gov/mileage](http://www.gsa.gov/mileage)).

### Payment

Payment is to be made to Terraphase Engineering Inc. as follows:

|                                                                           |                                                                                                            |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Check Payments:                                                           | Wire/ACH Payments:                                                                                         |
| Terraphase Engineering Inc.<br>P.O. Box 102399<br>Pasadena, CA 91189-2399 | Terraphase Engineering Inc.<br>JPMorgan Chase Bank<br>Account Number 217693099<br>Routing Number 322271627 |

Payment is due within 30 days of receipt of invoice. A service charge of 1.5% per month or the allowable legal rate may be charged on amounts that are past due for more than 30 days.

### Annual Escalation

Rates are subject to revision by annual calendar year escalation in January. Rates on invoices will reflect rates in effect at time of invoicing.

|          |                                              |           |                  |
|----------|----------------------------------------------|-----------|------------------|
| CLIENT:  | PACE                                         | Date      | November 1, 2023 |
| PROJECT: | LK Stevens SD - LS11 Upgrades                | Project # |                  |
|          | Electrical, Instrumentation & Control Design | Client #  |                  |

|   | DESCRIPTION                                                    | Senior Engineer |  | CAD          | Sub Total       |
|---|----------------------------------------------------------------|-----------------|--|--------------|-----------------|
|   | <b>Lift Station 5</b>                                          | <b>\$168</b>    |  | <b>\$128</b> |                 |
| 1 | <b>PRE-DESIGN</b>                                              |                 |  |              |                 |
|   | Administration                                                 | 4               |  |              | \$672           |
|   | REVIEW EXISTING CONDITIONS AND DOCUMENTATION                   | 6               |  |              | \$1,008         |
|   | PRELIMINARY SITE LAYOUT                                        | 6               |  | 6            | \$1,776         |
|   | PRELIMINARY BUILDING PLAN                                      | 6               |  | 4            | \$1,520         |
|   | SITE VISIT                                                     | 4               |  |              | \$672           |
|   | PRE-DESIGN MEETINGS - STATION STANDARDS                        | 5               |  |              | \$840           |
|   | UTILITY COORDINATION (POWER SERVICE)                           | 8               |  |              | \$1,344         |
|   | PLAN DEVELOPMENT TO MAINTAIN OPERATION DURING CONSTRUCTION     | 6               |  |              | \$1,008         |
|   |                                                                |                 |  |              | <b>\$8,840</b>  |
| 2 | <b>DESIGN DRAWINGS</b>                                         |                 |  |              |                 |
|   |                                                                | 1               |  |              | \$168           |
|   | 1 SYMBOLS & LEGEND                                             | 1               |  | 1            | \$296           |
|   | 1 DEMOLITION DRAWING                                           | 7               |  | 4            | \$1,688         |
|   | 1 TEMPORARY OPERATIONS PLAN                                    | 4               |  | 4            | \$1,184         |
|   | 1 DETAILS SHT 1                                                | 6               |  | 4            | \$1,520         |
|   | 1 DETAILS SHT 2                                                | 6               |  | 4            | \$1,520         |
|   | 1 DETAILS SHT 3                                                | 6               |  | 4            | \$1,520         |
|   | 1 DETAILS SHT 4                                                | 6               |  | 4            | \$1,520         |
|   | 1 UTILITY SITE PLAN                                            | 9               |  | 6            | \$2,280         |
|   | 1 SITE PLAN                                                    | 9               |  | 6            | \$2,280         |
|   | 1 PUMP STATION LIGHTING PLAN                                   | 6               |  | 6            | \$1,776         |
|   | 1 PUMP STATION EIC PLAN                                        | 8               |  | 4            | \$1,856         |
|   | 1 ONELINE DIAGRAM                                              | 10              |  | 4            | \$2,192         |
|   | 1 SCHEDULES                                                    | 5               |  | 4            | \$1,352         |
|   | 1 CONTROL PANEL DETAILS                                        | 5               |  | 4            | \$1,352         |
|   | 1 WIRE DIAGRAMS 1                                              | 5               |  | 4            | \$1,352         |
|   | 1 WIRE DIAGRAMS 2                                              | 5               |  | 4            | \$1,352         |
|   | 1 WIRE DIAGRAMS 3                                              | 5               |  | 4            | \$1,352         |
|   | 1 WIRE DIAGRAMS 4                                              | 5               |  | 4            | \$1,352         |
|   | 1 WIRE DIAGRAMS 5                                              | 5               |  | 4            | \$1,352         |
|   | 1 WIRE DIAGRAMS 6                                              | 5               |  | 4            | \$1,352         |
|   | 20 total dwgs                                                  |                 |  |              |                 |
|   | <b>SPECIFICATIONS AND PROJECT REVIEW</b>                       |                 |  |              |                 |
|   | ADMINISTRATION                                                 | 4               |  |              | \$672           |
|   | SPECIFICATIONS                                                 | 12              |  |              | \$2,016         |
|   | DESIGN REVIEW MEETINGS - correspondence                        | 6               |  |              | \$1,008         |
|   | 90% QA/QC REVIEW & COMMENT INCORPORATION                       | 8               |  | 3            | \$1,728         |
|   | 90 %REVIEW DOCUMENTS & MEETING correspondence (CLIENT & OWNER) | 2               |  | 1            | \$464           |
|   | 90% COST ESTIMATE                                              | 2               |  |              | \$336           |
|   | 100 % FINAL DOCUMENTS & QA / QC REVIEW                         | 6               |  | 3            | \$1,392         |
|   | E I&C CONSTRUCTION COST ESTIMATE                               | 2               |  |              | \$336           |
|   | Bid Services                                                   | 4               |  |              | \$672           |
|   |                                                                |                 |  |              | <b>\$39,240</b> |
|   |                                                                |                 |  |              |                 |
|   |                                                                |                 |  |              |                 |
|   | Total Hours                                                    | 210             |  | 100          |                 |

|                |          |                |
|----------------|----------|----------------|
| OTHER EXPENSES | SUBTOTAL | \$48,080       |
| TOTAL / DWG    | \$1,962  | TOTAL \$48,080 |

**Return Address:**

Lake Stevens Sewer District  
1106 Vernon Road, Suite A  
Lake Stevens, WA 98258

**Document Title:**     **DAWSON  
DEVELOPER EXTENSION AGREEMENT**

**Reference Numbers:**

**Grantors:**             South Lake Ridge LLC

**Grantee:**             Lake Stevens Sewer District

**Legal Description:**   A portion of the SW quarter of Section 19,  
Township 29N, Range 6 E, W.M., in Snohomish  
County, Washington  
Full legal on Page 11 of attached document.

**Property Tax Account Number:** 00479700000500  
00479700000503  
00479700000504

## **TERMS AND CONDITIONS**

**IN CONSIDERATION** of the mutual promises and performances provided herein, the parties hereto for themselves, their assigns and successors in interest, agree as follows:

1. **PERMISSION TO CONSTRUCT PROJECT:** Subject to the terms and conditions of this Agreement, the District shall permit the Owner to construct and install the Project, at Owner's expense.

2. **STANDARDS OF CONSTRUCTION:** Construction and installation of the Project shall be strictly in accordance with standards, rules and regulations of the District as now in effect and as the same hereafter may be amended, and the standards of the State Department of Ecology.

3. **PREPARATION AND REVIEW OF PLANS AND SPECIFICATIONS:** To ensure that the Project is designed to the satisfaction of the District, Gray & Osborne, Inc., the consulting engineers of the District (the "Engineers"), shall review and approve in writing before work on the Project is commenced, the plans, specifications and drawings of the Project, which shall be prepared by a licensed professional engineer of the Owner's choosing. The Owner shall permit the District and the Engineers to inspect the construction and installation of the Project, both visually before any pipe is covered and by pressure or water test upon final completion, before connection is made to the District's sewer system. The District and the Engineers shall have authority to reject any construction and installation not conforming to the approved design of the Project and the requirements of this Agreement. The determination of the District and the Engineers shall be final. To ensure that the Project is designed in accordance with the standards of the State Department of Ecology, the District and the Engineers may require that the plans, specifications and drawings be approved by the Department of Ecology in writing before work on the Project is commenced.

4. **ENGINEERING, LEGAL AND ADMINISTRATIVE COSTS:** During the period of design, construction and installation of the Project, the District shall submit monthly to the Owner a statement of charges for other services of the Engineers pursuant to this Agreement, which statement shall be equal to the statement submitted by the Engineers to the District pursuant to the applicable fee arrangement for engineering services between the District and the Engineers. The District shall also submit monthly to the Owner during such period and until this Agreement has been fully performed and the Project has been constructed and conveyed to the District, a statement of charges for legal services, which statement shall be equal to the statement submitted to the District, by Anderson Hunter, its attorneys (the "Attorneys"), pursuant to the applicable agreement between the District and the Attorneys, for all work performed by the Attorneys in connection with the preparation, performance or review of this Agreement, including, but not limited to, participation in any pertinent administrative or court proceedings to which the District may become a party.

The statement of charges shall include, and the Owner shall also pay the greater of \$15.00 or an amount equal to 15% of the charges of the Engineers and the Attorneys for the administrative cost to the District of handling such statement of charges, and all other out-of-pocket costs of the District attributable to this Agreement. The Owner shall pay any statement of charges by the last working day of the month in which the charges were billed. Statements not paid in full by the end of the month shall be deemed delinquent and shall accrue interest at the rate of 12% per annum from the date of delinquency.

The Owner has paid to the District a \$5,000.00 deposit, which, except as provided in Section 13, shall be refunded to the Owner without actual accrual and payment of interest after all fees and charges provided for in this Agreement have been paid by the Owner and the Project has been completed and accepted by the District. In the event there are any fees and/or charges which are not paid in full at the completion of the Project, the District reserves the right to deduct the balance due from the deposit and release the remainder, if any.

The District shall have the right to commence, appear in or defend any action or proceeding affecting the rights of the parties hereunder, and in connection therewith shall have the right to pay necessary expenses, including the costs of engineering and legal services, subject to reimbursement by the Owner in the manner provided herein.

**5. COMMENCEMENT OF THE PROJECT:** In addition to any other requirements of this Agreement, and before construction of the Project is commenced, the Owner shall take the following action or receive the following approvals:

(a) Obtain District approval of its contractor in accordance with the qualification requirements of applicable law and the District's Administrative Code.

(b) Provide evidence acceptable to the District that Owner and Owner's contractor have obtained comprehensive general liability insurance coverage and other insurance coverage deemed appropriate by the District in a form and amount acceptable to the District for the work being performed. The District and District Engineers shall be named as additional named insured party under the policies.

(c) Obtain all applicable permits and approvals from agencies of City of Lake Stevens, Snohomish County, State of Washington, and/or federal authority (or other municipal authority), if required. For projects where the District exercises SEPA authority, the Owner shall pay the costs thereof.

(d) Deliver to the District executed copies of any required easements and/or performance bond obtained for property or improvements located outside the boundaries of the Property. Such easements and performance bond must be in a form acceptable to the District and District Engineers and the easements suitable for County recordation.

(e) A pre-construction meeting is required and shall be scheduled by the District and District Engineers prior to commencing construction of the Project. Submit construction cut sheets no later than 48 hours prior to the pre-construction meeting.

**6. COMPLETION OF THE PROJECT:** Subject to any applicable federal, state or local requirements, the Owner shall satisfy the following requirements before the Project is connected to the District's sewer system:

(a) Obtain approval and acceptance of the construction and installation of the Project by the District.

(b) Pay for construction and installation of the Project, engineering and legal services, and administrative, out-of-pocket and all other applicable fees and charges, including, but not limited to, connection charges. The District shall have the right to hold the \$5,000.00 deposit and any bonds required by the District until said fees and charges are paid. The District may, at its discretion, hold deposit funds and bonds and apply them as offsets for fees and charges owed.

(c) Satisfy and release all liens and encumbrances for labor, materials and taxes relating to the Project.

(d) Convey to the District without cost to the District exclusive easements and rights-of-way per District standards, as required for all Project sewer lines, with the right of ingress and egress for maintenance, operation, repair and replacement.

(e) Obtain for the District such other easements as are found by the District and District Engineers to be necessary to gain access to the Project.

(f) Convey the Project to the District free of liens and encumbrances by conveyance of donated facilities substantially in the form of the Title Transfer of Donated Facilities provided in the District standards. The Owner's conveyance of the Project sewer lines to the District shall be completed before the Owner sells or contracts to sell the Property or any portion thereof. The Owner shall give the District 30 days notice of a change of ownership prior to the conveyance and provide a certificate of assignment.

(g) Obtain the District's acceptance of title to the Project sewer lines and required easements. Upon request of the District, the Owner shall provide to the District a title report concerning the Project and any easement or right-of-way that will be conveyed to the District.

(h) Provide to the District a warranty bond or bonds, furnished by a surety company acceptable to the District, in the amount of 25% of the estimated cost of the sewer

lines being conveyed, including surface restoration. The release of the bond or bonds shall be conditioned on paying the cost of repairing or correcting any defects in the workmanship or materials furnished in the construction of such sewer lines that shall develop or be discovered within two years after conveyance to the District (as described in Subsection "f" above), together with the District's out-of-pocket expenses, including, but not limited to, engineering and legal expenses, in connection therewith, and shall hold harmless and indemnify the District therefrom.

(i) Deliver to the District in forms acceptable to the District an original mylar, blackline, and electronic copy of "as-built" record drawings for the Project sewer lines, including all side sewer connections. Submit the Sewer System Survey Checklist of the District to the District after it has been completed and certified by a professional land surveyor.

(j) Deliver to the District a copy of the final plat of the Property or equivalent land use approval (i.e. binding site plan) within 30 days after such approval has been granted.

7. **DISTRICT AUTHORITY:** The Owner shall be subject to all standards, rules and regulations of the District, as now in effect and as the same hereafter may be amended, with respect to construction and inspection of sewer lines, connection and inspection of side sewers, obtaining of applicable permits, use of the sewers of the District and rates for use or availability thereof, and all such other matters covered by such standards, rules and regulations. In the event of delinquency in the payment of any charges and assessments imposed by the District, the Owner shall be subject to the lien and foreclosure provisions of the laws of the State of Washington, and the rules, regulations and resolutions of the District pertaining to property served by the District.

8. **INDEMNIFICATION:** The Owner shall indemnify, defend and hold the District, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by persons or property resulting from the negligent (sole or concurrent) acts or omissions of the Owner, its agents or employees under this Agreement or in connection with work performed under this Agreement. If suit in respect to the above is filed, the Owner shall appear and defend the suit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents or employees, the Owner shall pay the same.

9. **CONTRACTUAL RELATIONSHIPS:** This Agreement does not constitute the Owner as the agent or legal representative of the District for any purpose whatsoever. The Owner is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the District or to bind the District in any manner or thing whatsoever.



**10. ULID FORMATION:** If any utility local improvement district ("ULID") is proposed to pay all or a part of the cost of constructing and acquiring sewers that serve or benefit all or a part of the Property, the Owner and its assigns and successors in interest agree that they will sign any petition to form such ULID and will not protest or object to the formation of such ULID. If the District constructs and acquires additional sewer lines and facilities within or serving the Property, nothing in this Agreement shall prevent the District from levying special assessments against any of the Property for the cost of those sewer lines and facilities and to the extent of the benefit from them. After conveyance to the District of the Project sewer lines, additional property may be permitted to connect to them under such terms and conditions as the District in its sole discretion may determine.

**11. CONNECTION CHARGES:** Before the connection of any Project sewer lines to the District's sewer system, the Owner agrees to pay the District's regular permit fees, together with a connection charge in the amount of \$13,500.00 per new connection (28 connections x \$13,500.00/connection = \$378,000), together with applicable state taxes on that amount. No other property of the Owner in the vicinity of the Property shall be connected to the District's sewer system until a contract providing for the connection has been entered into with the District. Connection fees shall be accepted by the District after acceptance of the warranty bond but prior to issuance of side sewer permits. The District shall only issue side sewer permits after acceptance of the Title Transfer of Donated Facilities unless otherwise provided for in this Agreement or Resolution 565 (Model Home Policy), and in all cases only after acceptance of any warranty bond required by this Agreement.

Before the connection of any Project sewer lines to the District's sewer system, the Owner further agrees to pay any amounts owing to the improvements identified as the South Lake Moratorium Projects per District Resolution No. 772 dated November 9, 2006, for all new connections to the basins within the Southwest Interceptor Phase II service area, in the amount of \$1,595 per new connection (28 new connections x \$1,595.00/connection = \$44,660), together with applicable state taxes on that amount.

**12. TIME OF ESSENCE; NOTICES** Time is of the essence of this Agreement. If Owner is in default under any terms or conditions of this Agreement, or if any payment provided for in this Agreement is not timely made by the Owner, this Agreement may be terminated by the District at its option upon 10 days' written notice to the Owner delivered by certified mail. All notices and payments relating to this Agreement shall be made at the following addresses, unless otherwise provided for in writing:

Lake Stevens Sewer District  
1106 Vernon Road, Suite A  
Lake Stevens, WA 98258

Land Pro Group, Inc.  
10515 20<sup>th</sup> St SE, STE 202  
Lake Stevens, WA 98258



13. **TERM OF CONTRACT/DELAY IN COMPLETION:** This Agreement is based, in part, upon a preliminary plat/short plat granted to Owner by Snohomish County or the City of Lake Stevens. The Project shall be substantially completed, as determined by the sole discretion of the District, and the Title Transfer of Donated Facilities filed with the County on or before December 1, 2026. If the Title Transfer of Donated Facilities has not been recorded by the County on or before that date, the Owner's rights under this Agreement shall cease and terminate and no sewer services shall be connected to the Project. If the Owner's rights under this Agreement cease pursuant to this section, the \$5,000.00 deposit paid by the Owner to the District shall be forfeited to the District. Any reapplication for a Developer's Agreement on this Project thereafter, shall be subject to the resolutions, rules, regulations, fees, charges, and policies of the District in effect at the time of such reapplication, as well as the facts and circumstances then prevailing.

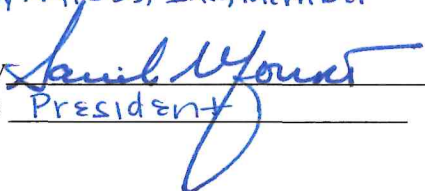
14. **APPLICABLE LAW; VENUE:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

15. **RECORDATION:** This Agreement shall be recorded in the office of the Auditor of the County of Snohomish, Washington, and shall constitute an easement, covenant running with the land, and servitude upon the Property, which the Owner warrants it now owns, and shall be binding upon the parties hereto and their assigns and successors in interest. The cost of such recordation shall be paid by the Owner.

**LAKE STEVENS SEWER DISTRICT**  
A Washington Special Purpose District

By \_\_\_\_\_  
Mariah Low, District Manager

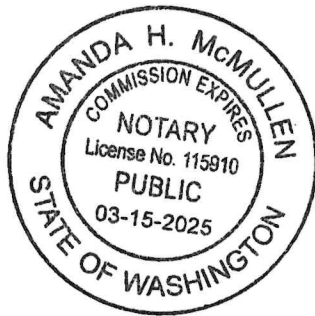
**OWNER:**  
South Lake Ridge LLC  
By: MPS 55, Inc., Member

By   
Its President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this day personally appeared before me Patrick McCourt, to me known to be the President of MPSS, Inc., Member of South Lake Ridge LLC, a Washington limited liability company that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said limited liability limited partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for an on its behalf.

SUBSCRIBED AND SWORN TO before me by Patrick McCourt on this 3<sup>rd</sup> day of January, 2024, 2023.



PRINTED NAME: Amanda H. McMullen  
NOTARY PUBLIC  
in and for the State of Washington.  
My commission expires: 03/15/2025

**DAWSON**

**Exhibit A: Legal Description**

PARCEL ID: **00479700000500, 00479700000503, and 00479700000504**

THE SOUTH 167 FEET OF LOT 5, IDEAL GARDEN TRACTS, AS PER PLAT  
RECORDED IN VOLUME 7 OF PLATS, PAGE 33, RECORDS OF SNOHOMISH  
COUNTY, WASHINGTON;

## DAWSON

### Exhibit B: Vicinity Map

