



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

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

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

**AGENDA  
COMMISSIONER MEETING  
SEPTEMBER 14, 2023 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: Aug 22 <sup>nd</sup>		
B. Lien Placements (65)	NA	
Lien Releases (89)	NA	
Lien Foreclosure Lawsuit (1)	NA	
C. Investments	\$656,047.00	
Withdrawals	NA	
Transfers	\$2,313.40	
D. Payroll	\$259,640.60	
E. 40 – Maintenance	\$38,961.63	EFT 175
	\$212,291.50	11249 to 11306
F. 48 – SRF Principle & Interest Payment	NA	
G. 58 – Capital Expenditures	\$63,670.90	11307 to 11312
H. 60 – PWTF Principle & Interest Payment	NA	
I. Housekeeping –		
Void and reissued check	\$3516.82	11225 to 11248
Void and reissued checks	\$62,275.90	11308 to 11311 & 11312

6. **OLD BUSINESS - None**

7. **NEW BUSINESS**

- A. On-Call Engineering Services Contract – Connetix
- B. On-Call Engineering Services Contract – Gray & Osborne
- C. On-Call Engineering Services Contract – PACE
- D. Pretreatment Variance Request – First Baptist Church
- E. WWTP Mixed Liquor Pump Maintenance – Utilities Service Co Quote \$37,082.54
- F. WWTP Headworks and LS 15 Floor Restoration – Sound Cleaning Resources Quote \$35,199

8. **MANAGERS' REPORTS**

- A. General Manager
- B. Assistant 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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**Mission Statement:** Meeting the challenge of protecting the environment and providing quality sewer service to the community.

**MINUTES OF  
COMMISSIONER MEETING  
AUGUST 22, 2023, at 9:00 AM**

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

- 1. CALL TO ORDER** – At 9:00 AM Commissioner Kosche called the meeting to order.
- 2. 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.
- 3. AGENDA APPROVAL** – Commissioner Wright moved to approve the agenda as submitted. Commissioner Lorentzen seconded the Motion. The Motion passed.
- 4. CONSENT ITEMS** (The Commissioners have previously reviewed these in detail) – Commissioner Wright moved to approve Consent Items A through J. Commissioner Lorentzen seconded the Motion. The Motion passed.

	AMOUNT	CHECK #'s
A. Minutes: Aug 10 <sup>th</sup>		
B. Lien Placements (0)	NA	
Lien Releases (0)	NA	
Lien Foreclosure Lawsuit (0)	NA	
C. Investments	\$313,481.58	
Withdrawals	\$42,781.22	
Transfers	\$6,153.66	
D. Payroll	NA	
E. 40 – Maintenance	\$88,370.49	11216-11243
	\$37,361.69	EFT 174
F. 48 – SRF Principle & Interest Payment	NA	
G. 50 – City of Lake Stevens Bond Payment	NA	
H. 58 – Capital Expenditures	\$42,781.22	
I. 60 – PWTF Principle & Interest Payment	NA	
J. Housekeeping -	NA	

**5. OLD BUSINESS –**

- A. Vernon Business Center 2nd Floor Upgrades Project Update (G&O) – Keith Stewart shared slides with the VBC second floor design options. G&O will have the final designs finished by November 1, 2023. Costs for all designs are very similar except for the fourth option which is a

20% increase over the rest. Commissioner Lorentzen asked about ADA access if the conference room is located on 2<sup>nd</sup> floor. Keith Stewart said it will be for internal staff meetings only. G&O plans on discussing ADA access first with the City of Lake Stevens once the plans are finalized.

## **6. NEW BUSINESS –**

- A. Second Quarter Financials Review – Tracy Sambrano shared a Power Point about the financials. Residential revenue is up from last year, Commercial revenue is up 58% due to the commercial rate increase, and permit fees are up almost 8% due to fee increases last year. Interest on investments is up by 713%. Connection fees are down, which was expected, and donated facilities are down. The Treatment Plant is operating under budget by \$18,000. Lift Stations maintenance is up and over budget by \$28,000 but Collections, overall, is under budget for the year. Admin expenses are up by 11% but, overall, under budget by \$171,000. Advisor budget is down by 14%. The District budget, overall, is at 43% at end of June.
- B. Mid-year Budget Review – Tracy Sambrano shared a Power Point. At mid-year there were no changes to Debt obligations since beginning of year. Operating expenses have reduced overall. The only increase was the VBC facility maintenance. Legal expenses are still reduced. Field operations has increased overall by about \$49,000. Some projects, like the lift station rekeying project, are being moved into 2024 due to these increases. Treatment Plant operating expenses have decreased overall by \$17,600. The Total Inorganic Nitrogen optimization report was funded by a \$30,000 grant. Cash flow has increased, overall, by \$400,000. 9% of utility revenue is invested in capital projects. O&M expense budgets have decreased more than \$205,000, overall.
- C. Resolution No. 1053 Declaring Emergency Related to the Sewer Leak at Lift Station 8 – Johnathan Dix stated that this is an emergency declaration to allow the General Manager to obtain emergency services without going out to bid. District staff recommends the approval of Resolution No. 1053. Commissioner Wright made a Motion to approve Resolution 1053. Commissioner Lorentzen seconded the Motion. The Motion passed.

## **7. MANAGERS' REPORTS**

- A. General Manager – Mariah Low stated that the daily Plant flows are 2.38 MGD.
- B. Assistant General Manager – Johnathan Dix stated that 108 permits have been issued and collected 66 connection fees. Field staff did a great job finding and fixing the Lift Station 8 emergency. They also helped a rate payer identify a cross bore in their side sewer, going above and beyond to help the customer.

## **8. CITY REPORT –** No one in attendance.

## **9. COMMISSIONERS' REPORT –** Commissioners thanked field staff for all their hard work with the lift station emergency and finding the cross bore for a customer.

## **10. EXECUTIVE SESSION –** Jordan Stephens stated the Commission will now recess into Executive Session at 9:55 AM and excused the General Public; it is estimated the executive session will last until 10:10 AM. The purpose of the Executive Session, under RCW 42.30.110(1)(i), is to discuss pending 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 10:10 AM, Commissioner Kosche closed the executive session.

- 11. CONCLUDE** – Commissioner Wright made a Motion to adjourn the Board Meeting. Commissioner Lorentzen seconded the Motion. The Motion passed at 10:10 AM.

Signed at a regular open public meeting this 14th day of September 2023

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Dan Lorentzen, Commissioner

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Andrea Wright, Secretary and Commissioner

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Kevin Kosche, President, and Commissioner

## PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made and entered into this 12th day of September, 2023, by and between Lake Stevens Sewer District ("**District**") and Connetix Engineering, Inc., a Washington corporation providing professional engineering services with offices at Seattle, WA. ("**Engineer**").

### RECITALS

WHEREAS, public convenience and necessity require the services of a consulting engineer to assist the District to accomplish the planning, survey, design, and construction of such District improvements; and

WHEREAS, the District desires to engage the Engineer as the District's consulting Engineer; and

WHEREAS, Engineer represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner, and desires to be retained by and to provide engineering, survey and planning services to the District;

NOW, THEREFORE, District and Engineer, based on the terms and conditions set forth herein, mutually agree as follows:

1. Engagement of Engineer. District hereby agrees to engage Engineer to perform engineering, survey and planning work as requested on behalf of the District as a consulting engineer on various projects and administration, and to perform such other services as requested by the District. Such services are more specifically described on **EXHIBIT A** attached hereto and incorporated herein by this reference and are hereafter referred to as “**Work**”. If the Engineer’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Engineer expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the District and Engineer.

Engineer hereby agrees to provide services to the District as set forth herein in a competent and professional manner, and to furnish or procure the use of incidental services, equipment, and facilities necessary for the completion of such services. Engineer shall furnish competent and experienced personnel that provide continuity, the appropriate skill level, and who shall work under the supervision of a primary consulting engineer. District reserves the right to request replacement of project staff which, when reasonably requested, shall be honored by Engineer.

2. Scope of Services. Engineer shall act as a consulting engineer for the District on only such projects and work as the District’s General Manager or designee shall specifically authorize and direct; provided, however, this Agreement is not intended to create a relationship in which District contracts exclusively with Engineer for such services or in which the Engineer serves the District as its sole client. District reserves the right to use the services of other engineering firms for specific projects at District's sole discretion.

3. Compensation. Payment for the engineering services requested and authorized by District shall be made by District to the Engineer and shall be considered as full compensation for all services,

personnel, materials, supplies, and equipment used in performing such services. Compensation for such engineering services and reimbursable expenses shall be as set forth on **EXHIBIT B** attached hereto and incorporated herein by this reference. Engineer may also request modification of the hourly rates and expense rates set forth on **EXHIBIT B** attached hereto for services performed pursuant to this Agreement on an annual basis.

Engineer shall submit invoices in a form acceptable to District for services to the District for approval and payment on a monthly basis. The invoices shall include detailed information regarding the services provided, including identification of employees providing the services, itemization of services performed, hours worked, hourly rate, and an itemization of direct expenses incurred on such engineering services for the District. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts. If payment is not made within sixty (60) days of receipt of an undisputed invoice amount, interest shall accrue and be paid in addition to the invoice amount at the rate of one percent (1%) per month from the sixty- first (61st) day to the date of payment. Interest shall be payable at the time the charges for engineering services are paid.

If any project covered by this Agreement is suspended or abandoned by District, the Engineer shall be paid for services performed to the date of abandonment based on the time and reimbursable expenses incurred to the date of abandonment, except as to any disputed amount.

Each new task/job assignment will be assigned a new job number for tracking costs. General consulting services that are not assignable to a particular project will be billed on a general number.

4. Ownership of Tangible and Intellectual Property. As a result of providing professional services to the District, the Engineer will create certain instruments of professional service as a work for hire which will take the form of traditional project engineering documents such as hard copy drawings, designs, mylars, specifications, renderings of surveys, survey data, and like items; these may also take the form of computer-ready data sets such as CADD, word processing, electronic spreadsheets and/or databases. Such tangible and intellectual property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the District at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the District is owned by the Engineer and is not "work made for hire" within the terms of this Agreement.

Methodology, materials, software, logic, and systems developed under this Contract by the Engineer are owned by the Engineer; provided, however, Engineer shall not charge the District a system or overhead cost or fee to reuse the methodology, materials, software, logic and/or systems developed for the District. Reuse of any Work Product by the District for other than a specific project or modification and use by the District of any of the Work Product without the Engineer's prior approval shall be at the District's sole risk.

The Engineer may hold, on the District's behalf, original reproducible copies of all designs and as-builts drawings. District agrees to pay for all costs of providing copies, including one original copy for consultant's records. Engineer agrees to provide an index of documents being transferred to the District at termination of contract.

5. Assignment of Contract/Subcontractors. Engineer shall not assign this contract or assign or subcontract all or any portion of the work of any project without prior District approval.

6. Indemnification. Engineer agrees to indemnify and hold the District, its elected officials, officers, employees, and agents harmless against any damages, losses, expenses, judgments, or liabilities, including but not limited to reasonable attorney's fees and costs (collectively referred to as "**Damages**") caused directly or indirectly by Engineer's negligent acts, errors, or omissions. District agrees to indemnify and hold the Engineer, its officers, employees, and agents harmless against any Damages caused directly or indirectly by District's negligent acts, errors, or omissions. To the extent permitted by law, in the event of concurrent negligence, the District and Engineer, each as indemnitors to the extent of its respective negligence, shall be obligated to defend and indemnify the other party pursuant to this Section when a claim for Damages is asserted against that indemnitee. For the purposes of this indemnification, each party specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Engineer's obligation to defend, indemnify, and hold harmless the District, its officers, employees, agents, and volunteers shall be limited to the extent of the Engineer's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

This Section shall survive Termination of this Agreement for the applicable statutes of limitations.

7. Insurance.

(a) Engineer shall maintain and keep current workers' compensation insurance in compliance with State and Federal statutes and employer's liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the annual aggregate.

(b) Engineer shall maintain commercial general liability and automobile liability insurance, such policy specifically naming the District and its elected officials, officers, employees, and agents as insureds, protecting the Engineer and the District against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of Engineer and/or its employees, agents, and subcontractors or from the use of automobiles or the equipment of Engineer. The amount of this insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and at least TWO MILLION DOLLARS (\$2,000,000.00) in the annual aggregate.

Engineer shall maintain a policy of professional liability insurance protecting it against claims arising out of the negligent acts, errors, or omissions of the Engineer in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the annual aggregate; provided, however, District may require Engineer to obtain additional professional liability insurance on a per project basis.

(c) The Engineer shall provide the District with proof of insurance satisfactory to District evidencing the above-referenced coverages. Approval of the insurance by the District shall not relieve



or decrease the liability of the Engineer.

8. Termination of Agreement. This Agreement shall be for a two (2) year term, commencing on the date set forth above; provided, however, either party may terminate this Agreement at any time upon ninety (90) days' written notice to the other party to that effect by certified mail, return receipt requested, to the other party's business office.

9. Standard of Care; Licenses and Approvals. Engineer warrants that its services shall be performed with the care, skill, and competence ordinarily exercised by members of the profession practicing under similar conditions at the same time and the same or similar locality. Engineer agrees to obtain any necessary business or other license including, if applicable, a Department of Revenue account, a City of Lake Stevens Business License, and/or unified business identifier number prior to performing any work pursuant to this Agreement. Engineer certifies that it has all licenses, registrations and qualifications to perform work in the State of Washington in accordance with RCW 39.08 and as may be outlined in this Agreement.

10. Independent Contractor. Engineer is an independent contractor and not an employee of the District. Engineer shall be responsible in full for payment of its employees, including insurance and deductions. No personnel employed by Engineer shall acquire any employment rights or status regarding the District.

11. Special Services. Special services may be required in conjunction with services contemplated within this Agreement, which are outside the professional expertise of Engineer, such as soils investigations, test borings and analyses, reports and recommendations, groundwater analysis, wetland evaluation, environmental analyses, and laboratory testing. When, in the opinion of the District or Engineer, such expertise is required for a project, the Engineer shall so advise District. District may directly obtain such special professional expertise and pay the cost thereof or District, at its option, may direct Engineer to retain such special expertise and pay the cost thereof, subject to reimbursement by District plus fifteen percent (15%) for administration, taxes, and insurances.

12. Nondiscrimination.

(a) Engineer agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

(b) Engineer shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

13. Public Records. The District is subject to Washington's Public Records Act, Chapter 42.56 RCW ("Act"), and the Act defines "Public Record" very broadly. Any records or documents, including electronic records, relating to, or arising out of this Agreement are subject to that Act. Public Records, including this Agreement, may be required to be made available for inspection or copying if a request to do so is received by the District. Any such request received by the Engineer, including oral requests, must be referred to the District General Manager immediately. Engineer shall make records available as required

by this section without charge to the District.

14. Taxes. The Engineer will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the District by law, the same shall be duly itemized on any billings submitted to the District by the Engineer.

15. Miscellaneous.

(a) Dispute Resolution. All claims, disputes, and other matters in controversy between District and Engineer arising out of or in any way related to this Agreement, will be submitted to mediation or another alternative dispute resolution procedure before, and as a condition precedent to, judicial action or other remedies provided by law. The indemnification as set forth in Paragraph 6 herein shall also be effective in such mediation or other alternative dispute resolution procedure.

(b) Attorney Fees and Costs. In the event that any party commences or files any litigation against the other party relating to the performance, enforcement, or breach of this Agreement, the substantially prevailing party in such action shall be entitled to all costs, including reasonable attorneys' fees and costs, and any such fees and costs incurred on appeal.

(c) Entire Agreement. This Agreement, and its attachments, contains the entire understanding between District and Engineer relating to professional engineering services. Any prior or contemporaneous agreement, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications or amendments to this Agreement shall be in writing and shall be signed by the parties to this Agreement. Services to be performed by Engineer for District that are outside the scope of services of this Agreement shall be performed pursuant to written agreements separately negotiated.

(d) Compliance with Law. Engineer shall comply with all applicable federal, state, and local laws in effect at the time of the performance of the engineering work under this Agreement.

(e) Law/Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Agreement shall be filed and conducted in Snohomish County Superior Court.

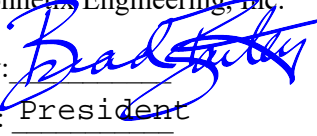
(f) Savings Clause. If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of, competent jurisdiction, all of the remaining provisions of this Agreement shall continue in full force and effect, and no provisions shall be deemed to depend upon any other provision unless so expressed herein.

**ENGINEER:**

Connetix Engineering, Inc.

By: \_\_\_\_\_

Its: President

A handwritten signature in blue ink, appearing to read "Bradley", is written over the signature line and extends slightly into the title line.

**DISTRICT:**

Lake Stevens Sewer District

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services to be Provided by Connetix Engineering, Inc.**

#### General Engineering Services

General services provided to the DISTRICT as anticipated are listed in this Agreement. The parties recognize that the required services are unique and will vary between projects. Parties recognize and agree that services, which are not listed in the Agreement may be required on various projects. The ENGINEER agrees to provide services requested by the DISTRICT only if said services are within the technical competence of the ENGINEER. ENGINEER agrees to assist the DISTRICT in acquiring those services that the ENGINEER declines to provide. All general services, and services on a project, including preparation of scope and budget analyses, will be authorized by the District General Manager or designee by means of a work order.

The following list provides a general description of the type of services to be provided by Engineer.

- A. Preliminary Phase. Anticipated project-specific services to be performed by the Engineer in the preliminary phase for improvements include:
  - 1. Preliminary investigation and drawing layout showing alternatives for environmental considerations and preparations of or furnishing data for Environmental Checklist, Environmental Impact Statements or Environmental Impact Assessments, and review of environmental documents prepared for projects by the District.
  - 2. Prepare applications and supporting documents for government grants or advances for public works projects and attend meetings and hearings relating to the grants or advances.
  - 3. Prepare preliminary schematic designs and projections of probable cost estimates, review of developer extension agreements and public works projects.
  - 4. Attend and coordinate District and community meetings.
- B. Design Phase. Anticipated project-specific services to be performed by the Engineer in the design phase of the improvements include:
  - 1. Preliminary investigations and layout drawings showing alternatives for design purposes.
  - 2. Design, topographic and boundary surveys, and legal descriptions, if required.
  - 3. The making of final designs stamped by the Engineer.
  - 4. Prepare drawings, specifications and contract documents for construction.
  - 5. Prepare projections of probable quantities and costs including the Engineer's estimate.
  - 6. Submit construction plans and specifications for approval by the various

regulatory agencies and prepare any required revisions.

7. Assist in securing bids, analysis of bids, recommendations for award, and execution of contract documents.
8. Assist the District in securing permits and approvals for construction.

C. During Construction. Anticipated project-specific services to be performed by the Engineer during construction include:

1. Daily part-time, or as-needed construction observers and/or resident engineers to observe contractor's work.
2. Support District personnel in construction observation as needed or requested by the District.
3. Construction staking and surveying.
4. Prepare change orders as required during the course of construction.
5. Provide the District with copies of the original plans which have been revised to conform with construction records.
6. Prepare progress payment and final payment for contractors.
7. Review shop and working drawings furnished by the contractors necessary for construction of the project.
8. Advise the District regarding acceptance of construction work.

D. District Engineering and Support Services. Anticipated District engineering and support services to be provided include:

1. General planning support as assigned by the DISTRICT and accepted by the ENGINEER.
2. Attend staff meetings, regular Board meetings, special day or night meetings, and be available during normal working hours to support and advise DISTRICT staff or other consultants as needed.
3. Assist in training DISTRICT employees in good engineering practice and DISTRICT use of computer programs provided by the ENGINEER.
4. Prepare Engineering Reports and Comprehensive Plans, amendments, and updates for the DISTRICT.
5. Prepare applications and supporting documents for grants, loans, or other funding for public works projects.
6. Assist in the preparation of petitions for annexation to the DISTRICT.

7. Prepare, update, and print maps and exhibits for the DISTRICT.
  8. Provide Utility Information Systems, Geographic Information Systems, and other computer services as requested by the DISTRICT and available to the ENGINEER at the DISTRICT's cost.
  9. Review plans or documents prepared by others at the request of DISTRICT.
  10. Update, maintain, and analyze the hydraulic model.
  11. Prepare and check preliminary feasibility and preparation of parity certificates.
  12. Court preparation time and final assessment rolls.
  13. Investigations for financial and court appearances.
  14. Assist in preparing documents for and/or acquiring easements and rights-of-way.
  15. Engineering services in connection with developer extensions, including planning changes preliminary availability, payback calculation requests, in lieu of construction cost calculations, reviewing proposed construction plans and specifications, construction reviews, bills of sale, easements, legal descriptions, and recommendations regarding acceptance of projects.
  16. Provide a weekly inspection of all ongoing projects within the DISTRICT for compliance with grading, drainage, and TESC requirements.
- E. Developer Applications. The Engineer shall perform these tasks as set forth in the Developer Extension Agreements as indicated for the District's Engineer to perform.
- F. Other Tasks. The Engineer shall perform other tasks not specifically defined in this Scope but specifically requested by the District General Manager or designee.
- G. Special Equipment. All uses of special equipment or services need to be pre-approved by the District General Manager or designee.

## EXHIBIT B

The District shall pay the Engineer a sum equal to the number of hours actually worked multiplied by the rate identified herein for the staff performing the Work. Modification of the below rates shall be subject to advance notice and approval of the District, as Described in Section 3 of this Agreement.

### 2023 Rates

Personnel	Standard Hourly Rate	After Hours Hourly Rate*	Weekend/Holiday Hourly Rate**
Principal Engineer	\$211	\$264	\$316
Senior Professional Engineer	\$191	\$239	\$287
Principal Designer	\$191	\$239	\$287
Registered Professional Engineer (PE)	\$173	\$216	\$260
Project Designer	\$154	\$192	\$230
Registered Communications Distribution Designer (RCDD)	\$154	\$192	\$230
Project Engineer	\$154	\$192	\$230
Senior SCADA Technician	\$154	\$192	\$230
BIM Designer	\$135	\$169	\$203
CAD/Engineering/SCADA Technician	\$116	\$145	\$174
Administrative	\$74	\$92	\$110

Note: Rates may be subject to a 5% yearly increase

\*Standard Hours are 7 AM to 6 PM Weekdays Monday - Friday. After Hours are after 6PM until 7 AM the following Weekday.

\*\*Weekend Rates are 6 PM Friday to 7 AM Monday. Holidays are the 24 hours of any Federal Holiday.

## PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made and entered into this 12th day of September, 2023, by and between Lake Stevens Sewer District ("**District**") and Gray & Osborne, Inc., a Washington corporation providing professional engineering services with offices at Seattle, WA. ("**Engineer**").

### RECITALS

WHEREAS, public convenience and necessity require the services of a consulting engineer to assist the District to accomplish the planning, survey, design, and construction of such District improvements; and

WHEREAS, the District desires to engage the Engineer as the District's consulting Engineer; and

WHEREAS, Engineer represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner, and desires to be retained by and to provide engineering, survey and planning services to the District;

NOW, THEREFORE, District and Engineer, based on the terms and conditions set forth herein, mutually agree as follows:

1. Engagement of Engineer. District hereby agrees to engage Engineer to perform engineering, survey and planning work as requested on behalf of the District as a consulting engineer on various projects and administration, and to perform such other services as requested by the District. Such services are more specifically described on **EXHIBIT A** attached hereto and incorporated herein by this reference and are hereafter referred to as “**Work**”. If the Engineer’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Engineer expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the District and Engineer.

Engineer hereby agrees to provide services to the District as set forth herein in a competent and professional manner, and to furnish or procure the use of incidental services, equipment, and facilities necessary for the completion of such services. Engineer shall furnish competent and experienced personnel that provide continuity, the appropriate skill level, and who shall work under the supervision of a primary consulting engineer. District reserves the right to request replacement of project staff which, when reasonably requested, shall be honored by Engineer.

2. Scope of Services. Engineer shall act as a consulting engineer for the District on only such projects and work as the District’s General Manager or designee shall specifically authorize and direct; provided, however, this Agreement is not intended to create a relationship in which District contracts exclusively with Engineer for such services or in which the Engineer serves the District as its sole client. District reserves the right to use the services of other engineering firms for specific projects at District's sole discretion.

3. Compensation. Payment for the engineering services requested and authorized by District shall be made by District to the Engineer and shall be considered as full compensation for all services,



personnel, materials, supplies, and equipment used in performing such services. Compensation for such engineering services and reimbursable expenses shall be as set forth on **EXHIBIT B** attached hereto and incorporated herein by this reference. Engineer may also request modification of the hourly rates and expense rates set forth on **EXHIBIT B** attached hereto for services performed pursuant to this Agreement on an annual basis.

Engineer shall submit invoices in a form acceptable to District for services to the District for approval and payment on a monthly basis. The invoices shall include detailed information regarding the services provided, including identification of employees providing the services, itemization of services performed, hours worked, hourly rate, and an itemization of direct expenses incurred on such engineering services for the District. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts. If payment is not made within sixty (60) days of receipt of an undisputed invoice amount, interest shall accrue and be paid in addition to the invoice amount at the rate of one percent (1%) per month from the sixty- first (61st) day to the date of payment. Interest shall be payable at the time the charges for engineering services are paid.

If any project covered by this Agreement is suspended or abandoned by District, the Engineer shall be paid for services performed to the date of abandonment based on the time and reimbursable expenses incurred to the date of abandonment, except as to any disputed amount.

Each new task/job assignment will be assigned a new job number for tracking costs. General consulting services that are not assignable to a particular project will be billed on a general number.

4. Ownership of Tangible and Intellectual Property. As a result of providing professional services to the District, the Engineer will create certain instruments of professional service as a work for hire which will take the form of traditional project engineering documents such as hard copy drawings, designs, mylars, specifications, renderings of surveys, survey data, and like items; these may also take the form of computer-ready data sets such as CADD, word processing, electronic spreadsheets and/or databases. Such tangible and intellectual property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the District at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the District is owned by the Engineer and is not "work made for hire" within the terms of this Agreement.

Methodology, materials, software, logic, and systems developed under this Contract by the Engineer are owned by the Engineer; provided, however, Engineer shall not charge the District a system or overhead cost or fee to reuse the methodology, materials, software, logic and/or systems developed for the District. Reuse of any Work Product by the District for other than a specific project or modification and use by the District of any of the Work Product without the Engineer's prior approval shall be at the District's sole risk.

The Engineer may hold, on the District's behalf, original reproducible copies of all designs and as-builts drawings. District agrees to pay for all costs of providing copies, including one original copy for consultant's records. Engineer agrees to provide an index of documents being transferred to the District at termination of contract.

5. Assignment of Contract/Subcontractors. Engineer shall not assign this contract or assign or subcontract all or any portion of the work of any project without prior District approval.

6. Indemnification. Engineer agrees to indemnify and hold the District, its elected officials, officers, employees, and agents harmless against any damages, losses, expenses, judgments, or liabilities, including but not limited to reasonable attorney's fees and costs (collectively referred to as "**Damages**") caused directly or indirectly by Engineer's negligent acts, errors, or omissions. District agrees to indemnify and hold the Engineer, its officers, employees, and agents harmless against any Damages caused directly or indirectly by District's negligent acts, errors, or omissions. To the extent permitted by law, in the event of concurrent negligence, the District and Engineer, each as indemnitors to the extent of its respective negligence, shall be obligated to defend and indemnify the other party pursuant to this Section when a claim for Damages is asserted against that indemnitee. For the purposes of this indemnification, each party specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Engineer's obligation to defend, indemnify, and hold harmless the District, its officers, employees, agents, and volunteers shall be limited to the extent of the Engineer's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

This Section shall survive Termination of this Agreement for the applicable statutes of limitations.

7. Insurance.

(a) Engineer shall maintain and keep current workers' compensation insurance in compliance with State and Federal statutes and employer's liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the annual aggregate.

(b) Engineer shall maintain commercial general liability and automobile liability insurance, such policy specifically naming the District and its elected officials, officers, employees, and agents as insureds, protecting the Engineer and the District against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of Engineer and/or its employees, agents, and subcontractors or from the use of automobiles or the equipment of Engineer. The amount of this insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and at least TWO MILLION DOLLARS (\$2,000,000.00) in the annual aggregate.

Engineer shall maintain a policy of professional liability insurance protecting it against claims arising out of the negligent acts, errors, or omissions of the Engineer in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the annual aggregate; provided, however, District may require Engineer to obtain additional professional liability insurance on a per project basis.

(c) The Engineer shall provide the District with proof of insurance satisfactory to District evidencing the above-referenced coverages. Approval of the insurance by the District shall not relieve

or decrease the liability of the Engineer.

8. Termination of Agreement. This Agreement shall be for a two (2) year term, commencing on the date set forth above; provided, however, either party may terminate this Agreement at any time upon ninety (90) days' written notice to the other party to that effect by certified mail, return receipt requested, to the other party's business office.

9. Standard of Care; Licenses and Approvals. Engineer warrants that its services shall be performed with the care, skill, and competence ordinarily exercised by members of the profession practicing under similar conditions at the same time and the same or similar locality. Engineer agrees to obtain any necessary business or other license including, if applicable, a Department of Revenue account, a City of Lake Stevens Business License, and/or unified business identifier number prior to performing any work pursuant to this Agreement. Engineer certifies that it has all licenses, registrations and qualifications to perform work in the State of Washington in accordance with RCW 39.08 and as may be outlined in this Agreement.

10. Independent Contractor. Engineer is an independent contractor and not an employee of the District. Engineer shall be responsible in full for payment of its employees, including insurance and deductions. No personnel employed by Engineer shall acquire any employment rights or status regarding the District.

11. Special Services. Special services may be required in conjunction with services contemplated within this Agreement, which are outside the professional expertise of Engineer, such as soils investigations, test borings and analyses, reports and recommendations, groundwater analysis, wetland evaluation, environmental analyses, and laboratory testing. When, in the opinion of the District or Engineer, such expertise is required for a project, the Engineer shall so advise District. District may directly obtain such special professional expertise and pay the cost thereof or District, at its option, may direct Engineer to retain such special expertise and pay the cost thereof, subject to reimbursement by District plus fifteen percent (15%) for administration, taxes, and insurances.

12. Nondiscrimination.

(a) Engineer agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

(b) Engineer shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

13. Public Records. The District is subject to Washington's Public Records Act, Chapter 42.56 RCW ("Act"), and the Act defines "Public Record" very broadly. Any records or documents, including electronic records, relating to, or arising out of this Agreement are subject to that Act. Public Records, including this Agreement, may be required to be made available for inspection or copying if a request to do so is received by the District. Any such request received by the Engineer, including oral requests, must be referred to the District General Manager immediately. Engineer shall make records available as required

by this section without charge to the District.

14. Taxes. The Engineer will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the District by law, the same shall be duly itemized on any billings submitted to the District by the Engineer.

15. Miscellaneous.

(a) Dispute Resolution. All claims, disputes, and other matters in controversy between District and Engineer arising out of or in any way related to this Agreement, will be submitted to mediation or another alternative dispute resolution procedure before, and as a condition precedent to, judicial action or other remedies provided by law. The indemnification as set forth in Paragraph 6 herein shall also be effective in such mediation or other alternative dispute resolution procedure.

(b) Attorney Fees and Costs. In the event that any party commences or files any litigation against the other party relating to the performance, enforcement, or breach of this Agreement, the substantially prevailing party in such action shall be entitled to all costs, including reasonable attorneys' fees and costs, and any such fees and costs incurred on appeal.

(c) Entire Agreement. This Agreement, and its attachments, contains the entire understanding between District and Engineer relating to professional engineering services. Any prior or contemporaneous agreement, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications or amendments to this Agreement shall be in writing and shall be signed by the parties to this Agreement. Services to be performed by Engineer for District that are outside the scope of services of this Agreement shall be performed pursuant to written agreements separately negotiated.

(d) Compliance with Law. Engineer shall comply with all applicable federal, state, and local laws in effect at the time of the performance of the engineering work under this Agreement.

(e) Law/Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Agreement shall be filed and conducted in Snohomish County Superior Court.

(f) Savings Clause. If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of, competent jurisdiction, all of the remaining provisions of this Agreement shall continue in full force and effect, and no provisions shall be deemed to depend upon any other provision unless so expressed herein.

**ENGINEER:**

Gray & Osborne, Inc.

By: Michael B. Johnson

Its: President

**DISTRICT:**

Lake Stevens Sewer District

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services to be Provided by Gray & Osborne, Inc.**

#### General Engineering Services

General services provided to the DISTRICT as anticipated are listed in this Agreement. The parties recognize that the required services are unique and will vary between projects. Parties recognize and agree that services, which are not listed in the Agreement may be required on various projects. The ENGINEER agrees to provide services requested by the DISTRICT only if said services are within the technical competence of the ENGINEER. ENGINEER agrees to assist the DISTRICT in acquiring those services that the ENGINEER declines to provide. All general services, and services on a project, including preparation of scope and budget analyses, will be authorized by the District General Manager or designee by means of a work order.

The following list provides a general description of the type of services to be provided by Engineer.

- A. Preliminary Phase. Anticipated project-specific services to be performed by the Engineer in the preliminary phase for improvements include:
  - 1. Preliminary investigation and drawing layout showing alternatives for environmental considerations and preparations of or furnishing data for Environmental Checklist, Environmental Impact Statements or Environmental Impact Assessments, and review of environmental documents prepared for projects by the District.
  - 2. Prepare applications and supporting documents for government grants or advances for public works projects and attend meetings and hearings relating to the grants or advances.
  - 3. Prepare preliminary schematic designs and projections of probable cost estimates, review of developer extension agreements and public works projects.
  - 4. Attend and coordinate District and community meetings.
- B. Design Phase. Anticipated project-specific services to be performed by the Engineer in the design phase of the improvements include:
  - 1. Preliminary investigations and layout drawings showing alternatives for design purposes.
  - 2. Design, topographic and boundary surveys, and legal descriptions, if required.
  - 3. The making of final designs stamped by the Engineer.
  - 4. Prepare drawings, specifications and contract documents for construction.
  - 5. Prepare projections of probable quantities and costs including the Engineer's estimate.
  - 6. Submit construction plans and specifications for approval by the various

regulatory agencies and prepare any required revisions.

7. Assist in securing bids, analysis of bids, recommendations for award, and execution of contract documents.
8. Assist the District in securing permits and approvals for construction.

C. During Construction. Anticipated project-specific services to be performed by the Engineer during construction include:

1. Daily part-time, or as-needed construction observers and/or resident engineers to observe contractor's work.
2. Support District personnel in construction observation as needed or requested by the District.
3. Construction staking and surveying.
4. Prepare change orders as required during the course of construction.
5. Provide the District with copies of the original plans which have been revised to conform with construction records.
6. Prepare progress payment and final payment for contractors.
7. Review shop and working drawings furnished by the contractors necessary for construction of the project.
8. Advise the District regarding acceptance of construction work.

D. District Engineering and Support Services. Anticipated District engineering and support services to be provided include:

1. General planning support as assigned by the DISTRICT and accepted by the ENGINEER.
2. Attend staff meetings, regular Board meetings, special day or night meetings, and be available during normal working hours to support and advise DISTRICT staff or other consultants as needed.
3. Assist in training DISTRICT employees in good engineering practice and DISTRICT use of computer programs provided by the ENGINEER.
4. Prepare Engineering Reports and Comprehensive Plans, amendments, and updates for the DISTRICT.
5. Prepare applications and supporting documents for grants, loans, or other funding for public works projects.
6. Assist in the preparation of petitions for annexation to the DISTRICT.

7. Prepare, update, and print maps and exhibits for the DISTRICT.
  8. Provide Utility Information Systems, Geographic Information Systems, and other computer services as requested by the DISTRICT and available to the ENGINEER at the DISTRICT's cost.
  9. Review plans or documents prepared by others at the request of DISTRICT.
  10. Update, maintain, and analyze the hydraulic model.
  11. Prepare and check preliminary feasibility and preparation of parity certificates.
  12. Court preparation time and final assessment rolls.
  13. Investigations for financial and court appearances.
  14. Assist in preparing documents for and/or acquiring easements and rights-of-way.
  15. Engineering services in connection with developer extensions, including planning changes preliminary availability, payback calculation requests, in lieu of construction cost calculations, reviewing proposed construction plans and specifications, construction reviews, bills of sale, easements, legal descriptions, and recommendations regarding acceptance of projects.
  16. Provide a weekly inspection of all ongoing projects within the DISTRICT for compliance with grading, drainage, and TESC requirements.
- E. Developer Applications. The Engineer shall perform these tasks as set forth in the Developer Extension Agreements as indicated for the District's Engineer to perform.
- F. Other Tasks. The Engineer shall perform other tasks not specifically defined in this Scope but specifically requested by the District General Manager or designee.
- G. Special Equipment. All uses of special equipment or services need to be pre-approved by the District General Manager or designee.



## EXHIBIT B

The District shall pay the Engineer a sum equal to the number of hours actually worked multiplied by the rate identified herein for the staff performing the Work. Modification of the below rates shall be subject to advance notice and approval of the District, as Described in Section 3 of this Agreement.

### 2023 Rates

Employee Classification	Fully Burdened Billing Rates (1) (2)		
AutoCAD/GIS Technician/Engineering Intern	\$ 65.00	to	\$175.00
Electrical Engineer	\$125.00	to	\$225.00
Structural Engineer	\$120.00	to	\$220.00
Environmental Technician/Specialist	\$ 95.00	to	\$170.00
Engineer-In-Training	\$100.00	to	\$180.00
Civil Engineer	\$115.00	to	\$180.00
Project Engineer	\$125.00	to	\$185.00
Project Manager	\$140.00	to	\$245.00
Principal-in-Charge	\$150.00	to	\$245.00
Resident Engineer	\$125.00	to	\$190.00
Field Inspector	\$100.00	to	\$185.00
Field Survey (2 Person)***	\$180.00	to	\$310.00
Field Survey (3 Person)***	\$300.00	to	\$425.00
Professional Land Surveyor	\$125.00	to	\$200.00

(1) Fully Burdened Billing Rates include overhead and profit.

(2) Through June 15, 2024. Updated annually, together with the overhead.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183 PMB #369 Poulsbo WA 98370	<b>CONTACT</b> NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com	
License#: 6003745	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	<b>INSURER A:</b> The Travelers Indemnity Company of Connecticut	25682
	<b>INSURER B:</b> Travelers Property Casualty Company of America	25674
	<b>INSURER C:</b> Travelers Casualty and Surety Company	19038
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1034313191

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6808N74449A	9/10/2023	9/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P536892	9/10/2023	9/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2023	9/10/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	6808N74449A	9/10/2023	9/10/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2023	9/10/2024	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional Services Agreement

The certificate holder is an additional insured per the attached.

**CERTIFICATE HOLDER****CANCELLATION**

Lake Stevens Sewer District

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a.** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b.** If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c.** With respect to the independent acts or omissions of such person or organization; or
- d.** For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e.** This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f.** This insurance does not apply to the rendering of or failure to render any "professional services".
- g.** In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h.** This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1)** The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2)** The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

## PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of September, 2023, by and between Lake Stevens Sewer District ("**District**") and PACE Engineers, Inc., a Washington corporation providing professional engineering services with offices at Kirkland, WA. ("**Engineer**").

### RECITALS

WHEREAS, public convenience and necessity require the services of a consulting engineer to assist the District to accomplish the planning, survey, design, and construction of such District improvements; and

WHEREAS, the District desires to engage the Engineer as the District's consulting Engineer; and

WHEREAS, Engineer represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner, and desires to be retained by and to provide engineering, survey and planning services to the District;

NOW, THEREFORE, District and Engineer, based on the terms and conditions set forth herein, mutually agree as follows:

1. Engagement of Engineer. District hereby agrees to engage Engineer to perform engineering, survey and planning work as requested on behalf of the District as a consulting engineer on various projects and administration, and to perform such other services as requested by the District. Such services are more specifically described on **EXHIBIT A** attached hereto and incorporated herein by this reference and are hereafter referred to as "**Work**". If the Engineer's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Engineer expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the District and Engineer.

Engineer hereby agrees to provide services to the District as set forth herein in a competent and professional manner, and to furnish or procure the use of incidental services, equipment, and facilities necessary for the completion of such services. Engineer shall furnish competent and experienced personnel that provide continuity, the appropriate skill level, and who shall work under the supervision of a primary consulting engineer. District reserves the right to request replacement of project staff which, when reasonably requested, shall be honored by Engineer.

2. Scope of Services. Engineer shall act as a consulting engineer for the District on only such projects and work as the District's General Manager or designee shall specifically authorize and direct; provided, however, this Agreement is not intended to create a relationship in which District contracts exclusively with Engineer for such services or in which the Engineer serves the District as its sole client. District reserves the right to use the services of other engineering firms for specific projects at District's sole discretion.

3. Compensation. Payment for the engineering services requested and authorized by District shall be made by District to the Engineer and shall be considered as full compensation for all services,

personnel, materials, supplies, and equipment used in performing such services. Compensation for such engineering services and reimbursable expenses shall be as set forth on **EXHIBIT B** attached hereto and incorporated herein by this reference. Engineer may also request modification of the hourly rates and expense rates set forth on **EXHIBIT B** attached hereto for services performed pursuant to this Agreement on an annual basis.

Engineer shall submit invoices in a form acceptable to District for services to the District for approval and payment on a monthly basis. The invoices shall include detailed information regarding the services provided, including identification of employees providing the services, itemization of services performed, hours worked, hourly rate, and an itemization of direct expenses incurred on such engineering services for the District. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts. If payment is not made within sixty (60) days of receipt of an undisputed invoice amount, interest shall accrue and be paid in addition to the invoice amount at the rate of one percent (1%) per month from the sixty- first (61st) day to the date of payment. Interest shall be payable at the time the charges for engineering services are paid.

If any project covered by this Agreement is suspended or abandoned by District, the Engineer shall be paid for services performed to the date of abandonment based on the time and reimbursable expenses incurred to the date of abandonment, except as to any disputed amount.

Each new task/job assignment will be assigned a new job number for tracking costs. General consulting services that are not assignable to a particular project will be billed on a general number.

4. Ownership of Tangible and Intellectual Property. As a result of providing professional services to the District, the Engineer will create certain instruments of professional service as a work for hire which will take the form of traditional project engineering documents such as hard copy drawings, designs, mylars, specifications, renderings of surveys, survey data, and like items; these may also take the form of computer-ready data sets such as CADD, word processing, electronic spreadsheets and/or databases. Such tangible and intellectual property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the District at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the District is owned by the Engineer and is not "work made for hire" within the terms of this Agreement.

Methodology, materials, software, logic, and systems developed under this Contract by the Engineer are owned by the Engineer; provided, however, Engineer shall not charge the District a system or overhead cost or fee to reuse the methodology, materials, software, logic and/or systems developed for the District. Reuse of any Work Product by the District for other than a specific project or modification and use by the District of any of the Work Product without the Engineer's prior approval shall be at the District's sole risk.

The Engineer may hold, on the District's behalf, original reproducible copies of all designs and as-builts drawings. District agrees to pay for all costs of providing copies, including one original copy for consultant's records. Engineer agrees to provide an index of documents being transferred to the District at termination of contract.

5. Assignment of Contract/Subcontractors. Engineer shall not assign this contract or assign or subcontract all or any portion of the work of any project without prior District approval.

6. Indemnification. Engineer agrees to indemnify and hold the District, its elected officials, officers, employees, and agents harmless against any damages, losses, expenses, judgments, or liabilities, including but not limited to reasonable attorney's fees and costs (collectively referred to as "**Damages**") caused directly or indirectly by Engineer's negligent acts, errors, or omissions. District agrees to indemnify and hold the Engineer, its officers, employees, and agents harmless against any Damages caused directly or indirectly by District's negligent acts, errors, or omissions. To the extent permitted by law, in the event of concurrent negligence, the District and Engineer, each as indemnitors to the extent of its respective negligence, shall be obligated to defend and indemnify the other party pursuant to this Section when a claim for Damages is asserted against that indemnitee. For the purposes of this indemnification, each party specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Engineer's obligation to defend, indemnify, and hold harmless the District, its officers, employees, agents, and volunteers shall be limited to the extent of the Engineer's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

This Section shall survive Termination of this Agreement for the applicable statutes of limitations.

7. Insurance.

(a) Engineer shall maintain and keep current workers' compensation insurance in compliance with State and Federal statutes and employer's liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the annual aggregate.

(b) Engineer shall maintain commercial general liability and automobile liability insurance, such policy specifically naming the District and its elected officials, officers, employees, and agents as insureds, protecting the Engineer and the District against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of Engineer and/or its employees, agents, and subcontractors or from the use of automobiles or the equipment of Engineer. The amount of this insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and at least TWO MILLION DOLLARS (\$2,000,000.00) in the annual aggregate.

Engineer shall maintain a policy of professional liability insurance protecting it against claims arising out of the negligent acts, errors, or omissions of the Engineer in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the annual aggregate; provided, however, District may require Engineer to obtain additional professional liability insurance on a per project basis.

(c) The Engineer shall provide the District with proof of insurance satisfactory to District evidencing the above-referenced coverages. Approval of the insurance by the District shall not relieve

or decrease the liability of the Engineer.

8. Termination of Agreement. This Agreement shall be for a two (2) year term, commencing on the date set forth above; provided, however, either party may terminate this Agreement at any time upon ninety (90) days' written notice to the other party to that effect by certified mail, return receipt requested, to the other party's business office.

9. Standard of Care; Licenses and Approvals. Engineer warrants that its services shall be performed with the care, skill, and competence ordinarily exercised by members of the profession practicing under similar conditions at the same time and the same or similar locality. Engineer agrees to obtain any necessary business or other license including, if applicable, a Department of Revenue account, a City of Lake Stevens Business License, and/or unified business identifier number prior to performing any work pursuant to this Agreement. Engineer certifies that it has all licenses, registrations and qualifications to perform work in the State of Washington in accordance with RCW 39.08 and as may be outlined in this Agreement.

10. Independent Contractor. Engineer is an independent contractor and not an employee of the District. Engineer shall be responsible in full for payment of its employees, including insurance and deductions. No personnel employed by Engineer shall acquire any employment rights or status regarding the District.

11. Special Services. Special services may be required in conjunction with services contemplated within this Agreement, which are outside the professional expertise of Engineer, such as soils investigations, test borings and analyses, reports and recommendations, groundwater analysis, wetland evaluation, environmental analyses, and laboratory testing. When, in the opinion of the District or Engineer, such expertise is required for a project, the Engineer shall so advise District. District may directly obtain such special professional expertise and pay the cost thereof or District, at its option, may direct Engineer to retain such special expertise and pay the cost thereof, subject to reimbursement by District plus fifteen percent (15%) for administration, taxes, and insurances.

12. Nondiscrimination.

(a) Engineer agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

(b) Engineer shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

13. Public Records. The District is subject to Washington's Public Records Act, Chapter 42.56 RCW ("Act"), and the Act defines "Public Record" very broadly. Any records or documents, including electronic records, relating to, or arising out of this Agreement are subject to that Act. Public Records, including this Agreement, may be required to be made available for inspection or copying if a request to do so is received by the District. Any such request received by the Engineer, including oral requests, must be referred to the District General Manager immediately. Engineer shall make records available as required



by this section without charge to the District.

14. Taxes. The Engineer will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the District by law, the same shall be duly itemized on any billings submitted to the District by the Engineer.

15. Miscellaneous.

(a) Dispute Resolution. All claims, disputes, and other matters in controversy between District and Engineer arising out of or in any way related to this Agreement, will be submitted to mediation or another alternative dispute resolution procedure before, and as a condition precedent to, judicial action or other remedies provided by law. The indemnification as set forth in Paragraph 6 herein shall also be effective in such mediation or other alternative dispute resolution procedure.

(b) Attorney Fees and Costs. In the event that any party commences or files any litigation against the other party relating to the performance, enforcement, or breach of this Agreement, the substantially prevailing party in such action shall be entitled to all costs, including reasonable attorneys' fees and costs, and any such fees and costs incurred on appeal.

(c) Entire Agreement. This Agreement, and its attachments, contains the entire understanding between District and Engineer relating to professional engineering services. Any prior or contemporaneous agreement, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications or amendments to this Agreement shall be in writing and shall be signed by the parties to this Agreement. Services to be performed by Engineer for District that are outside the scope of services of this Agreement shall be performed pursuant to written agreements separately negotiated.


(d) Compliance with Law. Engineer shall comply with all applicable federal, state, and local laws in effect at the time of the performance of the engineering work under this Agreement.

(e) Law/Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Agreement shall be filed and conducted in Snohomish County Superior Court.

(f) Savings Clause. If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall continue in full force and effect, and no provisions shall be deemed to depend upon any other provision unless so expressed herein.

**ENGINEER:**

PACE Engineers, Inc.

By:   
Its: Sr. Principal Engineer

**DISTRICT:**

Lake Stevens Sewer District

By: \_\_\_\_\_

Its: \_\_\_\_\_

RECEIVED

SEP 05 2023



**LAKE STEVENS  
SEWER DISTRICT**

1106 Vernon Road, Suite A  
Lake Stevens, WA 98258  
(425) 334-8588 Fax (425) 335-5947  
www.lkstevenssewer.org

## PRETREATMENT CODE VARIANCE APPLICATION

### Customer Information

Name of Business: Lake Stevens First Baptist Church

Business Address: 1702 Main St.  
Lake Stevens, Wsch.  
98258

Account Number(s): \_\_\_\_\_

Name of Applicant: Joe Kraft

Applicant's Title: Trustee President

Phone: 425-508-5488

Email: god's goodjohn3@gmail

### Variance Justification

Description of preferred outcome if variance granted:

Grease Trap inspection every 6 months

Describe the unique circumstance(s) that would justify a variance from the Pretreatment Regulations:

We use our kitchen for dinners twice  
a month plus for special events such as  
Easter breakfast and Passover dinner. The rest  
of the year it is used for making coffee.  
We are also very conscientious about not putting  
grease in our sink

Section(s) of the Pretreatment Regulations applicable to your request:

I certify that the above information is true to the best of my knowledge and based on the information and records available on this date. If any of the conditions used to justify a variance change, I shall notify the Lake Stevens Sewer District's Pretreatment Coordinator to inform them of the change. If no notice is given to the District, I understand that my business may be subject to administrative penalties described in the Pretreatment Regulations.

Joe Kraft  
Signature

8-25-23  
Date

**For District Use Only**  
**Pretreatment Staff Recommendation**

Pre-treatment staff recommends approval of two inspections a year rather than four.

Johnathan Dix    09 / 11 / 2023  
Staff Signature                      Date

**Conditions of Approval**

Must continue to submit cleaning reports quarterly.

**Commission Decision**

- ☐ Approved
- ☐ Denied
- ☐ More Information Requested    /    /
- ☐ Resubmittal Approved
- ☐ Resubmittal Denied

**Final Variance Decision**

- ☐ Approved
- ☐ Resubmittal
- ☐ Denied

Date:                      /                      /

Board Approval Date:                      /                      /

**UTILITIES SERVICE Co., INC.**  
**12608 E MARGINAL WAY S**  
**SEATTLE, WA 98168**

PHONE: 206-246-5674  
FAX: 206-248-3410  
EMAIL: usci4@comcast.net

Date: 8/28/2023

Attn: Duane  
Re: Lake Stevens pump #4

We are pleased to submit the following estimate for your consideration:

Furnish labor material and equipment to remove motor and hidrostal pump from site. Deliver to our shop to disassemble and inspect pump. Check all bearing and housing fits. Supply and install bearings, seals, orings, and impeller. Fill seal chamber with oil and pressure test. Also disassemble 50HP motor check bearing and housing for proper fits, clean windings, revarnish and bake. Install new bearings, assemble in shop test. Load pump and motor, return to site. Install pump and motor set suction liner for proper operating clearance and test.

Total Estimate: \$37,082.54

This estimate is good for 30 days and does not include taxes, permits, or shipping and handling if needed. This job is bid as close to actual requirements as possible; however, due to the nature of this particular job, additional work may be needed for unforeseen circumstances. Customer will be notified when additional work is identified and estimated for approval. Additional work will be billed at our current labor rates and additional materials at cost plus 15%.

Thank you.

Ed Mola  
Estimator

---

Please indicate acceptance by completing the information requested below and faxing or emailing estimate back to us. Thank you.

Date\_\_\_\_\_ Accepted By\_\_\_\_\_

PO # \_\_\_\_\_ Title \_\_\_\_\_



PO Box #37 • (425) 451-3337  
Issaquah, WA 98027 • Fax (425) 201-1937  
[www.soundclean.com](http://www.soundclean.com)

Thursday, September 07, 2023

**Estimate For: Lake Stevens Sewer District**  
106 Vernon Rd, Suite A  
Lake Stevens, WA, 98258

### Floor Restoration

- Prepare surfaces for coating
- Coating
- Coating shall be Raven 405 or District approved equivalent
- Finish provides diamond like brilliance, clarity, and long-lasting durability and performance
- 1st Location: Lift Station 15 – 1918 Vernon Rd, Lake Stevens, 98258
- Floor dimensions – 36' x 10' (360 sqft)
- Prepare surface for coating
- Coating
- Coating shall be Raven 410HCR or District approved equivalent.
- 2nd Location: Treatment Plant – 7110 9th St SE, Lake Stevens, 98258
- Floor dimensions – 335 sqft
- Customer to remove breakables & personal items from service area as needed. While we make every effort to perform the services carefully, we are not responsible for unavoidable damages that may occur as a result of the specified process

1. Floor restoration for lift station 15 and treatment plant: \$35,199.00 subject to sales tax

This agreement made by and between Lake Stevens Sewer District and Sound Cleaning Resources Inc. (SCR) for services at Lift Station 15 – 1918 Vernon Rd, Lake Stevens, 98258, and .Treatment Plant – 7110 9th St SE, Lake Stevens, 98258 Customer agrees to pay for all services specified in this agreement. SCR will invoice Weiwei Wang upon completion of services. Payments are due upon completion of services. Customer agrees to pay any fees and costs that the may incur in collection of balance owed.

Lake Stevens Sewer District  
106 Vernon Rd, Suite A  
Lake Stevens, WA, 98258

Sound Cleaning Resources  
P.O. Box #37  
Issaquah, WA 98027

By: \_\_\_\_\_

By: Matt Madeoy

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Owner

Date: \_\_\_\_\_

Date: Thursday, September 07, 2023



PO Box #37 • (425) 451-3337

Issaquah, WA 98027 • Fax (425) 201-1937

[www.soundclean.com](http://www.soundclean.com)

*BUILDING & OFFICE SERVICES*

*JANITORIAL SERVICES*

*PRESSURE WASHING*

*FLOOR STRIPPING AND WAXING*

*ULTRA-SONIC BLIND CLEANING*

*CARPET CLEANING*

*WINDOW WASHING*

*LIGHTING MAINTENANCE*

*CONSTRUCTION CLEANING*

*AIR DUCT CLEANING*

*TILE AND GROUT CLEANING*

*DAY PORTER SERVICES*

*HARDWOOD FLOOR CLEANING AND SEALING*

*EVENT SETUP/TAKEDOWNS*

*HEALTHCARE SERVICES*

*DENTAL OFFICE SANITATION*

*SURGERY CENTER SANITATION*

*HIGH CONTACT SURFACE CLEANING*

*ELIMINATION OF CROSS CONTAMINATION*

*FLOOR SANITATION*

*OUT-PATIENT CENTER CLEANING*

*RESIDENTIAL SERVICES*

*AIR DUCT CLEANING*

*ULTRA-SONIC BLIND CLEANING*

*DEEP CLEANING*

*CARPET CLEANING*

*WINDOW WASHING*

*PRESSURE WASHING*

*TILE AND GROUT CLEANING*

*GUTTER CLEANING*

*FLOOR STRIPPING AND WAXING*





STATE OF  
WASHINGTON

## BUSINESS LICENSE

Profit Corporation

SOUND CLEANING RESOURCES INC.  
36105 SE TURNBERRY ST  
SNOQUALMIE WA 98065-8718

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

Issue Date: Jan 07, 2023  
Unified Business ID #: 602699987  
Business ID #: 001  
Location: 0001  
Expires: Feb 29, 2024

INDUSTRIAL INSURANCE - ACTIVE

### CITY ENDORSEMENTS:

ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
NEWCASTLE GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
SAMMAMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
WOODINVILLE GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
REDMOND GENERAL BUSINESS - NON-RESIDENT #RED10-000221 - ACTIVE

### LICENSING RESTRICTIONS:

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.  
Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

*John Ryser*  
Director, Department of Revenue

UBI: 602699987 001 0001

SOUND CLEANING RESOURCES  
INC.  
36105 SE TURNBERRY ST  
SNOQUALMIE WA 98065-8718

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE  
ISSAQUAH GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE  
NEWCASTLE GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE  
SAMMAMISH GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE  
WOODINVILLE GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE  
REDMOND GENERAL BUSINESS -  
NON-RESIDENT #RED10-000221 -  
ACTIVE

Expires: Feb 29, 2024

*John Ryser*  
Director, Department of Revenue

Department of Labor and Industries  
PO Box 44450  
Olympia, WA 98504-4450

SOUND CLEANING RESOURCES INC

Reg: CC SOUNDCCR803K2  
UBI: 602-699-987

Registered as provided by Law as:  
Construction Contractor  
(CC01) - GENERAL

497  
SOUND CLEANING RESOURCES INC  
PO BOX #37  
ISSAQUAH WA 98027

Effective Date: 5/22/2020  
Expiration Date: 5/22/2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fortune Insurance 705 S. 9th St. #302  Tacoma WA 98405		<b>CONTACT</b> NAME: Karen Ingram PHONE (A/C, No, Ext): (253) 200-6633 FAX (A/C, No): (253) 200-6626 E-MAIL: karen@fmgins.com ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ohio Security Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Sound Cleaning Resources, Inc. PO Box 37  Issaquah WA 98027			

## COVERAGES

CERTIFICATE NUMBER: 23-24 GL, Auto, Umbr

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS56527104	02/03/2023	02/03/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BKS56527104	02/03/2023	02/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	USO56527104	02/03/2023	02/03/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BKS56527104	02/03/2023	02/03/2024	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket primary additional insured and waiver of subrogation as required by written contract or agreement per CG8810 04/13

## CERTIFICATE HOLDER

## CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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