Regular Meeting of the Board of Commissioners  
Monday, February 6, 2023  
3:30 PM

Meetings of the Board of Commissioners are now hybrid meetings. The public is welcome to attend in-person at the District Office or remotely through the Zoom meeting platform.

Join from a PC, Mac, iPad, iPhone or Android device:  
Please click this URL to join. https://us02web.zoom.us/j/86583620330

Or join by phone:  
Dial (for higher quality, dial a number based on your current location):  
US: +1 253 205 0468 or +1 253 215 8782 or +1 669 900 6833 or +1 719 359 4580 or +1 346 248 7799 or +1 669 444 9171 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 931 3860 or +1 689 278 1000 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968  
Webinar ID: 865 8362 0330  
International numbers available: https://us02web.zoom.us/u/kbPOpQRJR7

Estimated Time  
Minutes Allocated
03:30 PM  1 CALL TO ORDER
03:31 PM  1 APPROVAL OF AGENDA
03:32 PM  3 PUBLIC COMMENTS

Zoom instructions are available on the District's website: https://spwater.org/371/Board-Meetings.  
Verbal public comment is limited to three minutes per person or five minutes per group.  
Written public comments are to be emailed to administration@spwater.org no later than 12:00 noon the date of the meeting.

03:35 PM  5 CONSENT AGENDA  
A Approval of Minutes of January 9, 2023 Regular Meeting
B Louis Thompson Road NE Water and Sewer - Approval of Agreement for Consultant Agreement with KPG Psomas, Inc.
C Approval of Resolution Revising Water and Sewer Service Rates and Charges
D Shreve 206th Ave NE Sewer Extension - Resolution Approving Sewer Latecomer Reimbursement Agreement
E Parkland Heights - DEA Initial Acceptance Resolution - Parcel 2224069039

ACTIVE AGENDA
03:40 PM  5 A Interlocal Agreement with Cascade Water Alliance - BIP Maintenance & Operations
03:45 PM  15 B Growth Management Planning Council (GMPC) Debrief by Commissioner Otal
04:00 PM  15 C Discussion of Spring Board Retreat

REPORTS
04:15 PM  5 Attorney
04:20 PM  5 General Manager
04:25 PM  10 Commissioner

04:35 PM  ADJOURN

Next Regular Meeting - Monday, February 13, 2023
Public Comments

Verbal Comments:
Limited to three minutes per person or five minutes per group.

For those attending remotely, Zoom instructions are available on the District’s website: [https://spwater.org/371/Board-Meetings](https://spwater.org/371/Board-Meetings).

Written Public Comments:
Emailed to [administration@spwater.org](mailto:administration@spwater.org) no later than 12:00 p.m. the date of the meeting. Note “Public Comment” and the meeting date in the Subject field of the email.
Consent Agenda
Consent Agenda

Item A
Board President Ryika Hooshangi called the hybrid regular meeting to order at 3:32 p.m. A quorum represented by Commissioners Ryika Hooshangi, Lloyd Warren, Mary Shustov, Tom Harman, and Nav Otal was present. Also present were District staff Jay Krauss, Jay Regenstreif, Steve Paige, Shelley Jurgensen, Kyle Wong, Andy Tuchscherer, Tammy Whipple, Gary Chittim, Dalton Langlois, Janet Sailer, Marius Eugenio, John Anderson, and Marissa Huntley. Charlotte Archer, District legal counsel, was also present.

APPROVAL OF THE AGENDA

- **Motion:** Commissioner Otal made a motion approving the agenda as presented. Commissioner Warren seconded the motion.
  The motion carried unanimously.

PUBLIC COMMENTS

Mary Wictor – 408 208th Ave NE, Sammamish, WA
- Provided comment on the District’s Wastewater Comprehensive Plan.

Huntley advised one written public comment was received and transmitted to the Board.

CONSENT AGENDA

<table>
<thead>
<tr>
<th>Resolutions:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5160 – Siler Ridge Water Annexation – Finalizing Annexation of an Area for Water Service</td>
<td></td>
</tr>
<tr>
<td>5161 – Interim Central Lake Forcemain – Approval of Change Orders Nos. 1 and 2</td>
<td></td>
</tr>
</tbody>
</table>

- **Motion:** Commissioner Harman made a motion approving the consent agenda as presented. Commissioner Warren seconded the motion.
  The motion carried unanimously.

A. ANNUAL ELECTION OF BOARD OFFICERS

President
- **Motion:** Commissioner Otal made a motion to elect Commissioner Warren to the position of Board President for 2023. Commissioner Shustov seconded the motion.
  The motion carried unanimously.

Vice President
- **Motion:** Commissioner Warren made a motion to elect Commissioner Hooshangi to the position of Board Vice President for 2023. Commissioner Harman seconded the motion.
  The motion carried unanimously.
Secretary

- **Motion:** Commissioner Otal made a motion to elect Commissioner Shustov to the position of Board Secretary for 2023. Commissioner Warren seconded the motion. The motion carried unanimously.

B. **SNO-KING WATER DISTRICT COALITION (SNO-KING) MEMBERSHIP DISCUSSION**

Huntley explained that previous action by the Board stated Sno-King membership beyond 2022 required Board authorization. Huntley requested Board direction on membership as the District has received an invoice for 2023 membership dues.

- **Motion:** Commissioner Harman made a motion to approve payment of invoice for $2,900 for 2023 Sno-King membership dues. Commissioner Shustov seconded the motion.

  Harman explained that the Sno-King’s lobbyist, Joren Clowers, is in attendance to speak to the Board regarding his work for Sno-King. Hooshangi stated that time was not scheduled for a discussion today with Mr. Clowers and would need to be scheduled on a future agenda.

- **Motion:** Commissioner Warren made a motion to table action on the Sno-King invoice to a future meeting in which discussion with Mr. Clowers will be scheduled. Commissioner Otal seconded the motion. The motion carried unanimously.

C. **COMMISSIONER COMPENSATION POLICY DISCUSSION**

Huntley and Archer briefed the Board on existing commissioner compensation policies and associated legal issues. Following review of the District’s commissioner compensation policies, there was Board consensus for Archer and Huntley to review and propose revisions to the policy and compensation claim form to clarify activities eligible for compensation that the current policy is not clear on.

**ATTORNEY/MANAGER/COMMISSIONER REPORTS**

*General Manager*

- Introduced Steve Paige, the District’s new Finance Manager.
- Reported that the District secured $24,000 for customers who qualified for utility assistance from the WA State Department of Commerce.
- Provided an updated on the District staff’s continued efforts for PFAS funding and legislative outreach.
- Invited the Board to the All Staff Luncheon on January 18, 2023.

*Commissioners*

*Commissioner Harman*

- Reported on his attendance at a recent Metropolitan Water Pollution Abatement Advisory Committee (MWPAAC) meeting.
Commissioner Warren
• Provided an update on matters related to the Regional Water Quality Committee.

Commissioner Shustov
• Reported on a webinar she attended titled Backflow Prevention and Cross Connection Control: Safeguarding Public Water Distribution.
• Reported on her attendance at a recent MWPAAC Engineering and Planning Subcommittee meeting.

EXECUTIVE SESSION: TO REVIEW THE PERFORMANCE OF A PUBLIC EMPLOYEE – RCW 42.30.110(1)(g)
Commissioner Hooshangi requested an executive session to review the performance of a public employee. Commissioner Hooshangi then convened an executive session at 5:00 p.m. on that basis. Before convening the executive session, Commissioner Hooshangi advised the public that the executive session would conclude at approximately 5:30 p.m. with no action to follow. The Commissioners, Jurgensen, Krauss, and Archer then attended the executive session. The executive session was subsequently extended three additional times to 5:40 p.m., 5:43 p.m., and 5:50 p.m. Huntley announced, in the hybrid public meeting, each of these executive session extensions. The executive session concluded at 5:50 p.m., and the open public meeting reconvened.

ADJOURN
As there were no further persons to be heard or business to discuss, the meeting was adjourned at 5:50 p.m.

Mary Shustov, Secretary
Consent Agenda

Item B
BOARD OF COMMISSIONERS – CONSENT AGENDA MEMORANDUM

Subject: Louis Thompson Road NE Water and Sewer Consultant Agreement

Project: c23002 Water
c23003 Sewer

Tax Lot: N/A

Date: 1/31/2023

Staff Contact: Jackson Dove

Approved by:
Department Manager
Finance Manager
General Manager

INTRODUCTION:
District Staff requests that the Board authorize the General Manager to execute the Agreement for Consulting Services with KPG Psomas, Inc. for the design of the Louis Thompson Road NE Water and Sewer project.

POLICY:
Pursuant to RCW 57.08.005 (14), the Board is authorized “to contract for the provision of engineering, legal, and other professional services as in the board of commissioner's discretion is necessary in carrying out their duties.”

BACKGROUND:
The City of Sammamish Louis Thompson Tightline project consists of upgrading the existing ditch and culvert conveyance system along Louis Thompson by adding a curb and gutter system that includes catch basins and storm sewer pipe to accommodate runoff from potential future road improvements and development and provide water quality treatment.

The City’s current 30% design proposes the storm sewer pipe to be located in the same location as the District’s existing 8” AC and DI water mains. The design for the project is expected to extend through 2022 with construction starting in 2023 and completion in 2024.

On November 21, 2022 the Board authorized a water main replacement project with a budget of $2,000,000 funded from the Water R&R fund. The Board also directed staff to proceed with the design of the sewer in Louis Thompson Rd NE.
**BUDGET STATUS:**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer Design Services</td>
<td>$192,456.00</td>
</tr>
<tr>
<td>Water Design Services</td>
<td>$180,642.50</td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td><strong>$373,098.50</strong></td>
</tr>
</tbody>
</table>

The Board has authorized the water main replacement project with a budget of $2,000,000 funded from Water R&R.

The water portion of the Agreement for Consulting Services ($180,642.50) is within the water main replacement project budget.

Funding for the sewer portion would come from Sewer LFCs if the project is authorized. Currently the Board has not authorized budget for the Sewer project. Therefore staff is requesting the Board authorize $192,456.00 from the Sewer LFC Fund for design of the sewer project.

**FISCAL IMPACT:**

There are sufficient funds in the Sewer LFC fund to cover the $192,456.00 required for design of the sewer.

**Projected 2023 Balances**

<table>
<thead>
<tr>
<th>Fund Description</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer LFC Fund</td>
<td>$5,555,380.00</td>
</tr>
<tr>
<td>Louis Thompson Road NE</td>
<td></td>
</tr>
<tr>
<td>Sewer Design</td>
<td>-$192,456.00</td>
</tr>
<tr>
<td>Remaining Sewer LFC Fund</td>
<td>$5,362,924.00</td>
</tr>
<tr>
<td>Balance</td>
<td></td>
</tr>
</tbody>
</table>

**OPTIONS:**

1. Approve budget of $192,456.00 from the Sewer LFC fund for the project and authorize the General Manager to execute the attached Agreement for Consulting Services with KPG Psomas, Inc. for a budget of $373,098.50, which shall not be exceeded without prior authorization.
2. Take the matter under advisement.

**STAFF RECOMMENDATIONS:**

Staff recommends that the Board approve a budget of $192,456.00 from the Sewer LFC fund for the project and authorize the General Manager to execute the attached Agreement for Consulting Services with KPG Psomas, Inc. for a budget of $373,098.50 which shall not be exceeded without prior authorization.

**ATTACHMENTS:**

- Project map
- Agreement for Consulting Services with Exhibit A (Scope) and Exhibit B (Compensation)
Project Location:

[Map showing project location with labels for different paths and areas including Lake Sammamish and various roads and markers.]

Project Area: City of Sammamish, Loui's Thompson Rd. NE ©GoogleEarth
AGREEMENT FOR CONSULTING SERVICES
For
LOUIS THOMPSON ROAD NE WATER AND SEWER

This Agreement is made and entered into between the Sammamish Plateau Water and Sewer District, a municipal corporation in King County, Washington ("District") and KPG Psomas ("Consultant") for the purposes set forth below.

1. **Scope of Consulting Services.** Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: Louis Thompson Road NE Water and Sewer ("Project"). The scope of services is more fully described on Exhibit A attached hereto and incorporated herein by this reference.

2. **Compensation and Payment.** District shall pay Consultant for the time and materials devoted to the Project as consideration for the performances of the services set forth on Exhibit A, not to exceed the amount of $373,099 (Three Hundred Seventy Three Thousand and Ninety Nine dollars). Such compensation shall be payable in the following manner:
   
a. Consultant shall submit a detailed monthly billing for all services provided describing in reasonable and understandable detail the services rendered, fees charged and expenses incurred by Consultant during the previous month in accordance with a schedule of rates and charges set forth on Exhibit B, including fees and expenses for additional services authorized by District as provided herein. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts.
   
b. Upon District's failure to pay within sixty (60) days of receipt the undisputed amount set forth in any monthly billing submitted to District by Consultant, such unpaid balance will bear interest at the rate of 0.5% per month until the amount of such unpaid balance, plus interest thereon shall be paid in full.

3. **Schedule of Work.** Consultant shall commence the performance of its services under this Agreement upon receipt of notice by the District to do so and shall provide the services in accordance with the schedule on Exhibit A, subject to delays for causes beyond the reasonable control of Consultant or as otherwise agreed to by District.

4. **Subcontractors.** Consultant shall not subcontract or assign any portion of the services to be performed under this Agreement without the prior written approval of the District, such approval to be given in the District’s sole discretion. If the District approves the subcontracting or assignment of any portion of the services, the Subcontractor or Assignee (collectively the “Subcontractor”) shall fully comply with the insurance requirements set forth
in Section 7 of this Agreement. The District and the Contractor shall be named as additional insureds on Subcontractor’s Commercial General Liability Insurance Policy with regard to the subcontracted or assigned services to be performed by the Subcontractor and a copy of the endorsement naming the District and the Contractor as additional insureds shall be attached to the Certificate of Insurance and provided to the District. Alternatively, Contractor shall have the Subcontractor included as an additional insured on Contractor’s Commercial General Liability Insurance Policy and provide a copy of the endorsement to that affect with the Certificate of Insurance provided to the District.

5. **Independent Contractor.** Consultant is an independent contractor and not an employee of the District. Consultant shall be responsible in full for payment of its employees, including insurance and deductions, and for payment to any subcontractors. No personnel employed by Consultant shall acquire any rights or status regarding the District. All of the services required hereunder shall be performed by Consultant or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal and local law to undertake the work performed by them.

6. **Changes in Scope of Services.** The District may require changes or modifications in the scope of services to be performed under this Agreement. Any such changes or modifications shall be in writing and signed by the parties to this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as set forth in Paragraph 2 above or in a manner otherwise mutually agreed to by the parties.

7. **Insurance.** Consultant shall maintain throughout the performance of this Agreement the following types and amounts of insurance.

   a. Comprehensive vehicle liability insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of Two Million Dollars ($2,000,000).

   b. Commercial General Liability Insurance written on an occurrence basis with limits no less than Two Million Dollars ($2,000,000) combined single limit per occurrence and Two Million Dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

   c. Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars ($2,000,000).

   The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the
insurer's liability; (2) be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given 30 days prior written notice of any cancellation, suspension or material change in coverage.

The District and its elected and appointed officers, employees, agents, and volunteers shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of the Consultant and a copy of the endorsement naming the “District and its elected and appointed officers, employees, agents, and volunteers” as an additional insured shall be attached to the Certificate of Insurance.

Before commencing work and services, Consultant shall provide to the District a Certificate of Insurance evidencing the insurance described above and shall also complete and provide to the District the insurance forms attached hereto as Exhibit C. The District reserves the right to request and receive a certified copy of all required insurance policies.

The above insurance limits do not constitute a limit on Consultant's liability to the District. Any payment of deductible or self-insurance retention shall be the sole responsibility of Consultant.

Consultant shall be solely responsible for the safety of its employees and subcontractors at the Project work site, and shall comply with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

8. **Indemnification.** Consultant shall defend, indemnify and hold harmless the District, its officers, employees and agents and volunteers from and against all claims, injuries, damages, liabilities, losses of suits, including attorneys' fees and costs, caused directly or indirectly by Consultant’s negligent acts, errors or omissions, but only for that portion of such Damages which reflect the percentage of negligence of Consultant, and/or its employees, agents, and subcontractors compared to the total negligence of all persons, firms, or corporations which result in such Damages. The parties agree that Consultant’s duty to defend shall not arise unless the Damages at issue involve a specific claim or allegation of negligent acts, errors or omissions by Consultant and/or its employees, agents, and subcontractors. For the purposes of this indemnification, Consultant 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, Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Consultant's negligence. The provisions of this Section shall survive the expiration of termination of this Agreement.

9. **Ownership of Documents.** Consultant agrees to return to District upon termination of this Agreement all documents, drawings, photographs and other written or
graphic material, however produced, received from District and used by Consultant in performance of its services hereunder. All documents, drawings, specifications, designs, mylars, surveys, survey data, reports and other work product (collectively referred to as "Work Product") produced by Consultant in connection with the services rendered under this Agreement shall be owned by District. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District. Reuse of any such Work Product by the District for other than a specific project or modification in use by the District of any of the Work Product without the Consultant's prior written approval shall be at the District's sole risk.

10. **Standard of Care.** Consultant’s services shall be performed with the level of care, skill and competence of the consulting profession in accordance with the standard for professional services at the time the services are rendered.

11. **Right of Entry.** District shall provide for the right of entry of Consultant and its subcontractors and all necessary equipment in order to complete the services under this Agreement.

12. **Compliance with Codes and Standards.** Consultant's Professional Services shall be consistent with the standard of care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time Consultant renders its services.

13. **Discovery of Hazardous Materials.** The parties recognize that unanticipated hazardous materials or suspected hazardous materials may be discovered on District's property or on property included as part of the site of work but not owned by District. The discovery of unanticipated hazardous materials may delay the Consultant's provision of the services required herein. In that event, the parties may extend the Contract Completion Date by mutual agreement.

14. **Termination.** This Agreement may be terminated by either party upon seven days written notice for any reason. In the event of termination, Consultant shall be entitled to compensation for all services performed and costs incurred through and including the date of termination, except as to any disputed amounts.

15. **General Provisions.**

   a. **Notices.** Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier),
postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

Sammamish Plateau Water & Sewer District  
1510 - 228th Avenue S.E.  
Sammamish, WA 98075  
Attn: General Manager

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

c. **Entire Agreement.** This Agreement and its exhibit attachments contain the entire understanding between the District and Consultant relating to the consulting services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.

d. **Waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

e. **Assignment.** Neither party shall assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto. This Agreement is made only for the benefit of the District and Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.

f. **Jurisdiction/Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in King County Superior Court, King County, Washington.

g. **Severability.** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
h. **Effective Date.** The effective date of this Agreement shall be the date that the contract has been signed by authorized representatives of both parties hereto.

SAMMAMISH PLATEAU WATER & SEWER DISTRICT
("CONSULTANT")

By
Typed Name
Its

Address: 1510 - 228th Avenue S.E.,
Sammamish, WA 98075

Phone: (425) 392-6256
Fax: (425) 391-5389

Date: __________________________

SAMMAMISH PLATEAU WATER & SEWER DISTRICT
("DISTRICT")

By
Typed Name
Its

Address: __________________________

Phone: __________________________
Fax: __________________________

Date: __________________________
EXHIBIT A

SCOPE OF WORK
INTRODUCTION

A. PROJECT BACKGROUND AND UNDERSTANDING

The City of Sammamish (City) is developing a project called the Louis Thompson Tightline (City Project). The City Project will construct a new storm drainage system and sidewalk along the north side of Louis Thompson Rd (LTR) between East Lake Sammamish Parkway NE and 210th Place SE. The City Project is anticipated to be put out for ad in Q4 2023 and constructed during 2024. We understand the City Project is currently being developed to a 60% design-level.

Sammamish Plateau Water (District) existing water and sewer utilities/facilities along the City Project corridor include:

- 8” diameter asbestos cement (AC) and ductile iron (DI) water main located approximately along the north fog line of LTR within the City Project limits.
- Existing 8” gravity sewer between East Lake Sammamish Parkway NE and 205th Ave NE
- An existing sewer manhole and dry sewer main running southeast along E Main St at the intersection of Louis Thompson Rd NE.

The City Project’s proposed storm drainage system conflicts with and requires the relocation of the existing 8-inch AC Water Main along the City Project corridor. Additionally, the District intends to develop a design for (and potentially) construct a new sewer main and appurtenances within the City Project corridor. The District will need to determine whether to construct the new water and sewer improvements prior to City Project construction if possible, or in conjunction with the City’s project.

The following scope of work outlines the KPG Psomas (KPG) consultant team’s efforts to provide the desired design and related services to complete plans, specifications, and estimates (PS&E) for the District’s water and sewer system improvements (District Project) associated with and in support of the City Project. Specifically, the anticipated water system improvements portion of the District Project include replacement and relocation of the following:

- approximately 3,800 feet of water main with new 8-inch diameter ductile iron piping and appurtenances (including 9 side street connections);
- a pressure reducing valve (PRV) station;
- service connections to existing and potential future (if any) customers; and
- hydrants along the project corridor.

The anticipated sewer system improvements portion of the District Project include the addition of the following:

- approximately 3,500 feet of new 8-inch diameter PVC sewer main;
- connections to existing sewer system manholes in Louis Thompson Road, 205th Ave NE, and E Main Street
EXHIBIT A

- side sewer stub outs to adjacent properties along the project corridor to accommodate future sewer service.
- sewer lateral main stub outs with manholes at 6 side streets along the project corridor to extend sewer beyond road improvements and accommodate future sewer extensions.

The general limits of described water and sewer improvements are illustrated in the PDF at the end of this document. Roadway restoration (except for trench patching) within the District Project limits will be completed as part of the City Project in accordance with City Standards.

B. GENERAL ASSUMPTIONS

The following general assumptions were identified to establish a scope and fee estimate for KPG’s efforts associated with the District Project. Project assumptions related to specific individual tasks follow and are included with individual task scope descriptions, hereafter.

- City will provide the District and KPG with field survey and a base map for the District Project (already completed as part of the City Project).
- City will provide the District and KPG with relevant City Project design files and technical reports to facilitate water and sewer design development that work in conjunction with the City Project.
- Limited supplementary survey and base mapping may be completed by KPG if necessary following review of the City-furnished base map provided by the City Project. The base map and TIN will be prepared using KPG drafting Standards in AutoCAD® Civil 3D® 2022 and will be used for the basis of design.
- Roadway centerline, Right of Way, and parcel lines will be calculated by and provided by the City Project and furnished to the District for use.
- All submittals will be electronically posted to KPG ftp site.
- Applicable District, City, other local agency, and/or WSDOT Standard Plans will be utilized as appropriate and included for reference in an appendix to the specifications.
- Construction phasing plans will not be developed for the project. The contractor will be responsible for developing project-specific traffic control plans.
- A Stormwater Pollution Prevention Plan (SWPPP) is not included in this work scope. The Contractor will develop a SWPPP for the project. The responsibilities of the contractor shall be defined in the Project Manual.
- District water and sewer improvements are believed to be SEPA exempt, and a Stormwater Construction General Permit is not anticipated to be required. Additionally, no specific environmental or other regulatory requirements are believed to be applicable; and therefore, there are no anticipated permits required for the project. If, however, any such requirements are applicable, they would be covered separately by the City/City Project.
- Right of way acquisition and new permanent utility or temporary construction easements are not anticipated to be required for the District Project.
- Plans will be developed utilizing AutoCAD or Civil 3D 2022 using KPG drafting standards and plotted on Sammamish Plateau Water title block. Plans will use District Standard Drawing symbols and nomenclature. Plans shall be assigned the local projection NAD83 Washington State Plan North, HARN, US Feet.
- Potholing will be performed by District forces if required on District existing utilities only and permitted as part of maintenance activities by the District. KPG will work with the District to determine if and how many potholes are necessary and prepare pothole plans. Any potholing required for existing non-District utilities is excluded from this scope.
- The District will be the lead agency for Public Involvement/Outreach.
EXHIBIT A

- KPG will provide limited bid support (as defined herein) during project advertisement and through award.
- New water mains shall be constructed within the entire vicinity of planned City Project improvements and both LTR and side streets.
- New side sewers will be constructed between the new main and edge of property/ROW.
- New main stubs terminating with manholes will be constructed between the new main and the City Project limits on side streets.
- Existing and/or new water services to individual customers shall be replaced/provided from the main to the existing meter setter or new meter box, respectively. Existing water services will be provided a new meter setter and meter box and reconnected to the private customer’s supply line after testing and final connection of the new water main.
- The District and City/City Project requires three weeks to review submittals and provide comments back to KPG.
- The District will apply for a ROW permit from the City if required.
- The District Project can operate under permits associated with the City Project.

C. DISTRICT PROVIDED ITEMS

The District will provide the following in aid of design.
- Submittal reviews, comments, and approvals
- Existing water and sewer main/system record drawings
- Proposed water and sewer main sizing
- GIS Data
- Applicable/required technical reports pertinent to the project (geotechnical, environmental, etc.)
- ROW and easement(s) investigation, acquisition, and support services
- District boilerplate specifications Div 0, Div 1 and Div 2 (CSI format) and Standard Details
- Example plans and specs from similar water main replacement, PRV replacement, and sewer main installation projects for District drawing and specification and bid item measurement and payment preferences.
- Rights of Entries (if additional survey is required)
- Drawings, Files, or Technical Reports shared by the City/City Project with the District.

SCOPE OF WORK

Task 1 – Management / Coordination / Administration
This task covers the efforts required to manage the contract and to assure that the project meets the District’s expectations for schedule, budget, and quality of product. Efforts included under this task are as follows:

1.1 Provide continuous project coordination and internal management for the project duration (estimate 9 months design and bid, February through October 2023).

1.2 Prepare for, attend a kick-off meeting, and site visit with District (and City, possibly) staff to initiate project work/design.

1.3 Prepare for and attend general coordination/progress meetings with District staff at regular intervals during the project to discuss key issues and track progress (estimate 4 meetings). Teams Meetings/calls will be scheduled to discuss key issues with the District as needed (See task 3 for District/City Project Coordination).
EXHIBIT A

1.4 Provide internal quality assurance/quality control (QA/QC) reviews of all work products prior to submittal for District review.

1.5 Track work and costs for water and sewer tasks separately for billing to allow for District to appropriately charge to separate water and sewer funds.

1.6 Prepare and submit electronic monthly invoices for review and approval by the District. Each invoice shall include the Billing Period (start and end date), description of work accomplished for the billing period, and the names, billing rate, and hours for each resource included with each task on the invoice. Provide District project numbers on billings for water and sewer.

1.7 Develop and update the project schedule (if/as necessary) throughout the project.

Deliverables:

- Monthly progress reports and invoices
- Meeting notes
- Project schedule and updates
- QA/QC of all submittals

Assumptions:

- The anticipated design period is approximately nine (9) months.

Task 2 – Data Collection and Review

This task covers the efforts required to collect and review data and other pertinent information relative to the anticipated project including the following:

- City Project base mapping.
- City Project information, reports, or analyses that may be applicable to Project improvements.
- District system GIS data and record drawings.
- Other District system information, reports, or analyses that may be applicable to project improvements.
- Individual property on-site septic as-builts for determination of side sewer stub locations.

Deliverables:

- N/A

Assumptions:

- The City will provide the District/KPG current City Project base map and associated Draft or Final technical reports within 2 weeks of project NTP.

Task 3 – Supplemental Topographic Surveying and Base Mapping

This task covers the efforts to provide field surveying and utility locates within the project limits and supplement the City’s project base map as necessary to support the water and sewer improvements design. Efforts included in this task are:

3.1 Obtain topographical survey points to supplement survey work completed previously by the City Project. This will include surveying on private parcels to facilitate the design and construction of water and sewer services to homes adjacent to the City Project corridor.

3.2 Survey pothole locations.
EXHIBIT A

3.3 Process the field data and supplement the City’s base map with the additional survey information.
3.4 Order private utility locates (if needed) within the additional survey area and incorporate into the base map.

Deliverables:
- One CAD file containing an updated base map survey and TIN in AutoCAD 2022 Civil 3D format.

Assumptions
- 15 Private Properties will require survey. Each property will require 2 hours for survey and three houses per day can be surveyed.
- Survey will only cover relevant portions of property needed for water and sewer service design. This is anticipated to be 15 on either side of the proposed water and sewer services.
- No Title reports will be ordered as part of this scope of work.
- If needed, access rights to private property adjacent to the project will be coordinated by the District.
- Mapping of existing drain fields are not anticipated or included.

Task 4 – Geotechnical Engineering Services (by AESI)

Note: See attached document titled “Geotechnical Engineering Services” from AESI for a complete scope related to the Geotechnical investigations and engineering. Generally, AESI will be tasked with providing geotechnical field investigations as well as developing recommendations relative to the water and sewer improvements design. More specifically, geotechnical engineering and/or consultation will be provided for the following elements:

4.1 Visual assessment of District Project alignment
4.2 Review of subsurface explorations and readily available information.
4.3 Perform engineering analyses to develop geotechnical recommendations for design and construction of the District Project.

Deliverables:
- See attached AESI document.

Assumptions
- See attached AESI document.

Task 5 – District, City, Other Utilities & Project Stakeholders Coordination and Public Involvement Support (Limited)

This task covers coordination with the District, City (including City Project design team), other utilities and project stakeholders regarding the proposed water and sewer system improvements. Provide support (limited) to the public involvement efforts for the District Project. More specifically, the efforts under this task include the following:

5.1 Conduct regular project team meetings with the District and City Project team (up to 4 meetings) and include internal staff and subconsultants, as appropriate. *assume one meeting every other month during the approximate nine (9) month design/bid duration. These meetings are assumed to be separate from the project coordination meetings included in Task 100.
5.2 Coordinate with City Project design team regarding project decisions, design development and related efforts. Prepare for and attend bi-monthly design coordination meetings with the City, City
EXHIBIT A

Project design team, and other project stakeholders. These meetings will be held over virtual meeting venues (up to 4 meetings). * Design duration 9 months so assuming one meeting every other month during design

5.3 Submit 50% and 90% Plans to the City Project design team and other/private utilities and coordinate with them to determine if there are conflicts.

5.4 Coordinate with all utilities in the area to avoid conflicts with the District’s planned improvements. Prepare for and attend up to one (1) utility coordination meeting with the District, City, and other utilities at approximately the 50% design level.

5.5 Coordinate any adjustments required to existing or Proposed non-District utilities required to accommodate proposed District Project improvements with the affected utility purveyor.

5.6 Identify and coordinate existing District utility appurtenance potholing with the District Utility locating service will provide potholing services to identify potential utility conflicts. The locations of the potholes will be surveyed (if necessary) and added to the Plans by the District Project design team. Collect and analyze the pothole data necessary to develop the Pothole and Utility Conflict Plan.

5.7 Provide support (limited) to the District regarding District-specific issues with outreach to the public and coordination with property owners.

Deliverables:

• Email distribution of 50% and 90% Plans to City, City Project team, others.

• Summary notes from coordination meeting(s)

Assumptions:

• A limited number (15) of potholes on existing District facilities will be required for the design of the District Project in addition to any performed by the City Project. The number and location of potholes will be determined based on the 50% submittal plans with the intent that potholing will occur after the 50% submittal. The District will perform all potholing and restoration for potholes of their existing facilities using their own forces. A KPG-Psomas representative shall be onsite to assist in field layout of potholes.

• The District will be the main point of contact and lead all public/stakeholder/property owners’ coordination and other public outreach during both design and construction. Provide limited support as requested. The actual assistance/support needed is unknown at this time, and therefore a provisional budget allowance of approximately $34,000 is included. Efforts beyond this amount will be considered extra (beyond scope) work and will be authorized separately by the District via the amendment or another contract as may be appropriate.

• One public meeting is anticipated.

Task 6A&B –Conceptual (10%) Alignment(s) Development

This task covers the effort required to develop a conceptual-level (10%) alignment and analysis for the replacement water and sewer mains for the District Project.

6.1 Develop horizontal water and sewer main alignments (up to 2 alternatives) to a conceptual level (10%).

6.2 Prepare a planning-level/conceptual (10%) design Engineer’s Opinion of Probable Construction Cost (OPCC).

6.3 Conceptual Alignment/Preferred Alternative Meeting: The purpose of this meeting is to select a preferred alignment to proceed with for continued design development.
EXHIBIT A

6.4 Coordinate with City Project design team, decisions, and related project development efforts

**Deliverables:**
- Conceptual (10%) Alignment & Analysis (up to 2 alternatives) in scroll plot (PDF) format.
- Planning-level/conceptual (10%) design Engineer’s Opinion of Probable Construction Cost (OPCC).

**Assumptions:**
- Once a preferred alignment has been selected by District staff, subsequent “significant” (e.g. changes to main alignment) these decisions/project design (if any) will be considered out of scope work.
- The District Project is anticipated to include water improvements and to be bid as a standalone project, separate from the City Project, or be combined with the City’s project as a separate bid schedule and appendix. The District’s project is anticipated to include sewer improvements up through 90% Design, at which the District will decide whether to bid and/or construct the sewer portion of the project.

**Task 7A&B – Preliminary (50%) Design**
This task covers the efforts and includes the anticipated work necessary to develop Preliminary (50%) Design submittal package for the District Project.

7.1 Prepare Preliminary (50%) Design Plans: The 50% Plans for the selected horizontal water and sewer main alignments are anticipated to consist of the following:

**General:**

<table>
<thead>
<tr>
<th>Title</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover, Title Sheet, Vicinity Map, &amp; Index of Drawings</td>
<td>1</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>1</td>
</tr>
</tbody>
</table>

**Water:**

<table>
<thead>
<tr>
<th>Title</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Key Map and General Notes</td>
<td>1</td>
</tr>
<tr>
<td>Water Plan &amp; Profile (H: 20 Scale, V: 5 scale)</td>
<td>10</td>
</tr>
<tr>
<td>Water Main Crossing Profiles</td>
<td>1</td>
</tr>
<tr>
<td>Water Main Connection Details (3 Connections per Sheet)</td>
<td>3</td>
</tr>
<tr>
<td>PRV Station Details</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>16</td>
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</table>

**Sewer:**

<table>
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<th>Number</th>
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</thead>
<tbody>
<tr>
<td>Sewer Key Map and General Notes</td>
<td>1</td>
</tr>
<tr>
<td>Sewer Plan &amp; Profile (H: 20 Scale, V: 5 scale)</td>
<td>10</td>
</tr>
<tr>
<td>Sewer Lateral Main Plan &amp; Profile (H: 20 Scale, V: 5 scale)</td>
<td>3</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>14</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>31</td>
</tr>
</tbody>
</table>

*Water and Sewer Sheets shall be arranged and numbered to allow possible inclusion into the City Project plans. Viewports shall match City Project viewports as is feasible.
EXHIBIT A

7.2  Incorporate all comments received during the Conceptual Alignment/Preferred Alternative meeting.

7.3  Pothole and Utility Conflict Plan: This plan will be submitted to all purveyors with utilities in the project limits to assess whether said utilities may conflict with the proposed improvements.

7.4  Prepare (50%) design OPCC for both water and sewer improvements.

7.5  Prepare a draft Bid Schedule and list of planned special provisions to be included in the 90% Project Manual.

7.6  Preliminary Design Review Meeting: The purpose of this meeting is to confirm design elements shown in the Preliminary design plans prior to proceeding with continued design development.

7.7  Coordinate with City Project design team, decisions, and related project development efforts in addition to those outlined in Task 300.

**Deliverables:**

- Preliminary (50%) Plans (PDF, Full Size).
- Preliminary (50%) Project Manual (Word and PDF) including:
  - District Contract Bid Forms (Division 1).
  - Draft Bid Schedule.
  - Outline of Required Appendices.
- Preliminary (50%) Design OPCC based on Preliminary Plans and Project Manual (PDF).
- Pothole and Utility Conflict Plan (11x17).
- Responses to the District’s Conceptual (10%) Alignment Issue/Resolution Form.

**Assumptions:**

- New water main diameter(s) will be 8-inch diameter (or will be provided by the District).
- New sewer main diameter(s) will be 8-inch diameter (or will be provided by the District). System hydraulic modeling or analysis will not be performed.
- Water main and appurtenances will be designed in accordance with District Standards, WDOH Water System Design Guidelines.
- Gravity sewer will be designed in accordance with District Standards and WDOE Criteria for Sewage Works Design.
- The District will provide KPG with standard documents for the District’s public works contracts, including preferred bid and contract forms, general conditions/requirements, standard plans and standard supplemental special provisions. KPG will customize bid docs/specifications to align with project specific work items and requirements. Specifications will be based on District Standard CSI format.
- Once the design decisions have been made at the Preliminary (50%) design review meeting, subsequent “significant” (e.g. changes to main alignment) changes to these decisions/the project design will be considered out of scope work.

**Task 8A&B – Pre-Final (90%) Design**

This task covers the effort required to prepare 90% and 100% PS&E submittal for the District Project.
EXHIBIT A

8.1 Develop 90% Plans: Incorporate all comments received during the 50% design plan review meeting. It is anticipated that the 90% plan submittal will contain the following sheets:

General:

<table>
<thead>
<tr>
<th>Title</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover, Title Sheet, Vicinity Map, &amp; Index of Drawings</td>
<td>1</td>
</tr>
<tr>
<td>Symbols, Legends, &amp; Abbreviations, Survey Control Plan &amp; Notes</td>
<td>1</td>
</tr>
<tr>
<td>TESC Notes and Details</td>
<td>1</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>3</strong></td>
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</tbody>
</table>

Water:

<table>
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<th>Title</th>
<th>Number</th>
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<tbody>
<tr>
<td>Water Key Map and General Notes</td>
<td>1</td>
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<td>Water Plan &amp; Profile (H: 20 scale, V: 5 scale)</td>
<td>10</td>
</tr>
<tr>
<td>Water Main Crossing Profiles</td>
<td>1</td>
</tr>
<tr>
<td>Water Main Connection Details (3 Connections per Sheet)</td>
<td>3</td>
</tr>
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<td>PRV Station &amp; Miscellaneous Water Details</td>
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<td><strong>Subtotal</strong></td>
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Sewer:

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<tr>
<td>Sewer Plan &amp; Profile (H: 20 scale, V: 5 scale)</td>
<td>10</td>
</tr>
<tr>
<td>Sewer Lateral Main Plan &amp; Profile Sheets (H: 20 scale, V: 5 scale)</td>
<td>3</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>14</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>35</strong></td>
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</tbody>
</table>

*Note: Applicable District Standard Details will be appended to documents
**Note: Traffic Control, Roadway Improvements and Restoration will be provided by City and/or other(s) as required.
***Include District standard PRV Detail as one sheet.
****Sheets shall be arranged and numbered to allow possible inclusion into the City Project plans. Viewports shall match City Project viewports as is feasible.

8.2 Developing the 90% Special Provisions/Technical Specifications. This includes the Bid Form, include any required District GSP’s, Project Special Provisions, and any required standard plans as an Appendix in the Special Provisions.

8.3 Engineer’s OPCC: revised based on the 90% PS&E package and prior District comments.

8.4 90% Design Review Meeting: The purpose of this meeting is to conduct a working review of the 90% PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the final PS&E/Bid package.

8.5 Perform a 90% constructability review by KPG’s Construction Management group.

8.6 Coordinate with City Project design team, decisions, and related project development efforts.

**Deliverables:**

- 90% Plans (PDF, Full Size).
- Draft (90%) Project Manual (Word and PDF) including:
EXHIBIT A

- District Contract Bid Forms (Division 1)
- Bid Schedule.
- Appendices.

- Engineer’s OPCC based on 90% Plans and Draft Project Manual (Excel and PDF).
- Response to the District’s Preliminary (50%) Design Issue/Resolution Form (Excel).

Assumptions:
- Once the design decisions have been made at the 90% design review meeting, subsequent “significant” changes to these decisions/the project design will be considered out of scope work.

Task 9A & B – Final Design/Bid Documents
This task covers the efforts required to prepare final design/bid documents for the District Project.

9.1 Developing the Final Design/Bid Documents. This includes all the documents defined previously.
9.2 Engineer’s OPCC: revised based on final design/bid documents and District comments.
9.3 Coordinate with City Project design, decisions, PS&E, etc.

Deliverables:
- 100% Plans (PDF, Full Size)
- 100% Project Manual (Word and PDF) including:
  - District Contract Bid Forms (Division 1).
  - Bid Schedule.
  - Appendices.
- Engineers OPCC based on 100% Plans and Project Manual (Excel and PDF).
- CADD or C3D Files.

Assumptions:
- The District will provide for reproduction of final Bid Documents.
- Task 9B is optional and shall require additional authorization from the District.

Task 10 – Incorporate Final Design into City Project (*Optional)
This task covers the efforts required to prepare the Final Design Plans for inclusion as part of the City Project.

10.1 Convert Final Design/Bid Documents into the City Project format.
10.2 Review City Project Design/Bid documents for coordination with District Project.
10.3 Coordinate with District/City/City Project team about District reimbursable quantities to the City and plan for incorporating 100% Plans into the City Project.

Deliverables:
- 100% Plans for Water and Sewer in City Project Plans Format.
Engineers OPCC revised with Quantities to be reimbursed by the District to the City.

Assumptions:

- Two meetings will be held with City, City Project, and District staff to coordinate:
  - Reimbursable costs to the City from the District
  - Incorporating Water and Sewer Final Design/Bid Documents into the City Project Final Design/Bid Documents.
- Task 10 is optional and shall require additional authorization from the District.

Task 11 – Assistance/Support During Bid Period (Limited)
This task includes efforts to provide assistance and support to the District on an as needed/requested basis during the bid period. Efforts under this task may include:

11.1 Attend a pre-bid conference for the District Project and provide support regarding the agenda.
11.2 Prepare addenda and respond to bidders’ questions.
11.3 Other potentially, if/as requested.

Deliverables:

- Pre-bid conference specific agenda items in word format.
- Addenda documents (if necessary)
- Recommendation of Award and backup documentation (word and PDF)

Assumptions:

- The actual assistance/support needed during the bid period is unknown at this time, and therefore a provisional budget allowance of approximately $6,500 is included. Efforts beyond this amount will be considered extra (beyond scope) work and will be authorized separately by the District via the management reserve, amendment, or other contract as may be appropriate.

ADDITIONAL SERVICES

It may be necessary for KPG to provide services in addition to those outlined above as requested and approved by the District. It is assumed that additional services could include tasks such as additional design elements, construction engineering support, and/or other work tasks not included in the Scope of Work. At the time these services are required, KPG shall provide the District with a detailed Scope of Work and an estimate of costs. KPG shall not proceed with the work until the District has authorized the work and issued a Notice to Proceed.
January 24, 2023
Project No. 20230021E001

KPG PSOMAS
3131 Elliott Avenue, Suite 400
Seattle, Washington 98121

Attention: Mr. Jeff Kreshel

Subject: Geotechnical Recommendations for SPW:
Louis Thompson Rd NE Water and Sewer Project
Louis Thompson Road NE
Sammamish, Washington

Dear Mr. Kreshel:

This letter presents our proposed scope of work and associated cost estimate for providing geotechnical recommendations for the proposed new water and sewer line. The Louis Thompson Rd NE Water and Sewer project involves the replacement of approximately 3,000 LF of 8-inch AC and DI water main in conjunction with the City of Sammamish’s Louis Thompson Tightline project. The Sammamish Plateau Water and Sewer District is also moving forward with the design of new 8-inch gravity sewer within the road corridor and possibly side streets, in anticipation of a future decision whether to construct sewer as part of the project. The project involves designing the relocation of existing water and sewer utilities and appurtenances in coordination with the City’s Road and Storm improvements.

Associated Earth Sciences, Inc. (AESI) is currently under contract as a subconsultant on the Louis Thompson Rd NE Tightline project and will be conducting a subsurface investigation in the same corridor.

SCOPE OF SERVICES

At the conclusion of the subsurface investigation for the tightline project the information obtained will be made available for use as it pertains to the Water and Sewer project through an agreement with the City of Sammamish. No further explorations are being considered at this time.

AESI’s geotechnical contribution to the project will include a visual assessment of the project alignment, review of subsurface explorations, and readily available information.

Project area review will consist of readily available information, including Soil Conservation maps (NRCS), USGS maps, LIDAR maps, City of Sammamish critical areas maps, and reports prepared by the CONSULTANT or others in the area.
At this time explorations are planned at the following approximate locations shown in Table 1 for the tightline project. The locations were chosen for the deepest excavations along the alignment and to provide a representative sample of the subsurface conditions in the project alignment.

### Table 1
Exploration Boring Locations

<table>
<thead>
<tr>
<th>Approximate Location</th>
<th>Boring Depth (feet)</th>
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<tbody>
<tr>
<td>18+50</td>
<td>20</td>
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<tr>
<td>24+00</td>
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<td>32+50</td>
<td>20</td>
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<tr>
<td>37+50</td>
<td>20</td>
</tr>
<tr>
<td>40+50</td>
<td>20</td>
</tr>
</tbody>
</table>

Additional areas of investigation may also be performed using a hand auger. The exploration borings will be drilled using a subcontracted auger advanced drill rig hired by AESI. The exploration borings will be performed under the full-time observation of an engineer or geologist who shall maintain detailed records of the conditions encountered in the borings and obtain representative samples for additional laboratory testing and classification.

AESI will perform engineering analyses to develop geotechnical recommendations for design and construction of this project. The analyses and recommendations report will include the following:

- Shallow soil and groundwater conditions.
- Materials likely to be encountered in the areas explored.
- Temporary excavations and shoring for sewer and water pipeline trenching and structures (MH).
- Criteria for suitable trench foundation, pipe bedding, backfill placement and compaction, and trench patch/pavement restoration.
- Suitability of on-site materials for use as trench backfill.
- Groundwater conditions and construction dewatering recommendations.
- Erosion control recommendations.
- Soil design parameters for design of retaining walls.

**Deliverables:**
- Draft Geotechnical Report
- Final Geotechnical Report.

**Bid Conditions:**
- There will be an agreement between the City of Sammamish and the Sammamish Plateau Water (District) to share the subsurface information.
PROPOSED FEES AND SCHEDULE

Estimated fees for the scope of work described in this proposal are presented below in Table 2.

Table 2  
Estimated Fees

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Costs</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Subcontractor</td>
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<tr>
<td></td>
<td>Costs</td>
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</tr>
<tr>
<td>Project Documentation Review</td>
<td>$2,000</td>
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<tr>
<td>Laboratory Testing</td>
<td>$500</td>
<td>$750</td>
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<td>Engineering Analysis and Report Preparation</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>Grand Total</strong></td>
<td><strong>$6,750</strong></td>
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</tr>
</tbody>
</table>

Additional geotechnical consulting, report preparation, and testing beyond the proposed scope of work, or project meetings will be performed on a time and materials basis in accordance with our current Schedule of Charges, a copy of which is attached. We appreciate the opportunity to submit this proposal and hope that it meets your needs. If you have any questions, please do not hesitate to call.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

Matthew A. Miller, P.E.
Principal Engineer

Attachment: Schedule of Charges
Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

**Personnel Charges - Engineers, Hydrogeologists, Geologists, and Scientists**
- Senior Principal: $290.00/hour
- Principal: $270.00/hour
- Senior Associate: $240.00/hour
- Associate: $225.00/hour
- Senior: $210.00/hour
- Senior Project: $195.00/hour
- Project: $175.00/hour
- Senior Staff: $145.00/hour
- Staff: $130.00/hour
- Legal Testimony (4 hour minimum): $400.00/hour

**Personnel Charges - Technicians**
- Senior Field Technician: $125.00/hour
- Senior Field Technician Overtime: $150.00/hour
- Technician: $110.00/hour
- Technician Overtime: $135.00/hour

**Other Personnel and Disbursement Charges**
- Senior Geographic Information Services (GIS) Analyst: $160.00/hour
- Geographic Information Services (GIS) Analyst: $140.00/hour
- Geographic Information Services (GIS) Technician: $120.00/hour
- Drafting and Graphics Specialist: $130.00/hour
- Project Assistant: $110.00/hour
- Technical Editor: $105.00/hour
- Administrative Staff: $85.00/hour
- Report Processing and Archiving: $20.00/each
- Mileage: Federal Reimbursable Rate + 15%
- Per Diem: To be established on a project basis
- Subcontractors and Miscellaneous Expenses: cost plus 15%
- Water Level Data Logger: $75.00/month
- Barometer Data Logger: $50.00/month
- Aerial Drone Equipment (certified drone operator charged separately): $250.00/day
- ArcGIS Online Viewer License: $150.00/year
- Bank/ACH Services or Fee: $25.00/unit [check]

**Laboratory Charges**
- Atterberg Limit: $200.00/test
- Consolidation: $600.00/test
- Constant Head Permeability (ASTM D2434-68): $450.00/test
- Direct Shear: $400.00/3 point test
- Ethylene Glycol Test (3 rock minimum): $200.00
- Fractured Face Count (AASHTO T-335): $125.00/test
- Hydrometer: $210.00/test
- Moisture Content: $25.00/test
- Organic Content: $100.00/test
- Percent Passing #200: $125.00/test
- Permeability (Falling Head): $250.00/test
- Proctor ASTM D-1557 and ASTM D-698: $275.00/test
- Sand Equivalent: $125.00/test
- Sieve with Wash #200: $225.00/test
- Specific Gravity + #4: $125.00/test
- Specific Gravity - #4: $150.00/test
- Unit Weight: $80.00/test
- Void Ratio: $125.00/test

Other laboratory tests, disbursement charges and equipment rental will be provided on a per job basis.
EXHIBIT B

COMPENSATION
**EXHIBIT B**
**CONSULTANT LEVEL OF EFFORT / FEE ESTIMATE**

**Client:** Sammamish Plateau Water

**Project:** Sammamish: Louis Thompson Rd NE Improvements, Water & Sewer Project

**KPG Psomas Project Number:** 020100

**DATE:** January 2023

<table>
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<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Principal</th>
<th>Project Engineer III</th>
<th>Design Engineer II</th>
<th>Survey Engineer II</th>
<th>Project Manager</th>
<th>Survey Crew</th>
<th>Construction Manager</th>
<th>Senior CAD Technician</th>
<th>Senior Admin</th>
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<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
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### Task 1 - Management / Coordination / Administration, W&S

1.1 Project Management and Administrative Services (9 Months) 8 8 8 8 20 3,788.00$  
1.2 Kick-off Meeting and Site Visit 4 6 8 8 20 3,788.00$  
1.3 Participate in Pre-bid Conference and Project Meetings 8 12 8 20 6,666.00$  
1.4 QA/QC Reviews 10 10 10 10 10 10 10 3,788.00$  
1.5 Participate in Submit Monthly Invoices (9 Months) 9 9 9 9 9 9 9 4,009.00$  
1.6 Develop and Update Project Schedule 2 8 2 8 0 4,009.00$  

**Task Total:** 52 81 24 0 0 0 0 0 154 23,936.00$

### Task 2 - Data Collection and Review, W&S

2.1 General 4 8 24 0 0 0 0 0 0 6,832.00$

**Task Total:** 4 8 24 0 0 0 0 0 0 6,832.00$

### Task 3 - Supplemental Topographic Surveying and Base Mapping (Limited), Sewer

3.1 Collect topographical survey points 3 3 4 4 0 12 12 12 0 11,010.00$

3.2 Survey public right-of-ways 8 8 8 0 0 0 0 0 0 2,082.00$

3.3 Produce test data and update baseline map 0 1 2 4 48 0 0 0 0 7,910.00$

3.4 Private utility locating 3 3 3 3 3 3 3 0 0 1,540.00$

**Task Total:** 0 4 0 8 52 4 0 48 0 21,560.00$

### Task 4 - Geotechnical Investigations, Engineering, and Report (AESI), Sewer

4.1 Coordination with AESI for Geotechnical Engineering 6 6 12 0 0 0 0 0 0 4,084.00$

**Task Total:** 6 6 12 0 0 0 0 0 0 4,084.00$

### Task 5 - District, City, Other Utilities & Project Stakeholders Coordination and Public Involvement Support (Limited), W&S

5.1 Regular Project Team Meetings with District (4 Meetings) 8 12 24 44 0 7,896.00$

5.2 Coordinate with City Project Design Team (4 Meetings) 8 12 24 44 0 7,896.00$

5.3 Submit District 50% & 90% Plans, Coordinate with other utilities to determine conflicts 8 12 24 44 0 7,896.00$

5.4 Coordinate with Utilities, Prepare and Attend Utility Coordination Meeting (1 Meeting) 8 12 24 44 0 7,896.00$

5.5 Coordinate from District Utilities Attachments or Affected Utility Purveyor (allowance) 4 8 12 24 0 3,788.00$

5.6 Coordinate Utility Reworking and Develop Conflict Plan 4 20 4 20 8 1,542.00$

5.7 Provide Support for Public Outreach and Coordination with Property Owners (allowance) 10 20 0 0 0 3,250.00$

**Task Total:** 18 38 128 0 0 0 0 0 0 204 33,944.00$

### Task 6A - Conceptual (10%) Alignment Development, Water

6A.1 Develop Horizontal Water Main Alignment (Up to 2 Alternatives) to Conceptual Level 2 8 24 8 0 0 0 0 0 6,262.00$

6A.2 Prepare Planning-Level Engineer's Opinion of Probable Construction Cost (OPCC) 2 4 8 8 0 2,442.00$

6A.3 Conceptual Alignment/Preferred Alternative Meeting 2 2 4 4 0 1,506.00$

6A.4 Coordinate with City Project Design team 2 2 2 2 0 1,506.00$

**Task Total:** 8 16 38 0 0 0 0 0 0 11,012.00$

### Task 6B - Conceptual (10%) Alignment Development, Sewer

6B.1 Develop Horizontal Sewer Alignment (Up to 2 Alternatives) to Conceptual Level 2 8 12 0 0 0 0 0 0 5,422.00$

6B.2 Prepare Planning-Level Engineer's Opinion of Probable Construction Cost (OPCC) 2 4 8 8 0 2,442.00$

6B.3 Conceptual Alignment/Preferred Alternative Meeting 2 2 4 4 0 1,506.00$

6B.4 Coordinate with City Project Design Team 2 2 2 2 0 1,506.00$

**Task Total:** 8 16 38 0 0 0 0 0 0 11,012.00$

### Task 7A - Preliminary (50%) Design, Water

7A.1 Prepare Preliminary Water Design Plans 8 32 68 40 0 266 266 266 0 25,136.00$

7A.2 Incorporate All Comments Received from Conceptual Alignment Meeting 8 16 8 8 0 266 266 266 0 3,990.00$

7A.3 Prepare and Submit Concept Plan 8 8 8 8 0 1,992.00$

7A.4 Prepare 50% Design OPCC 4 4 4 8 0 3,576.00$

7A.5 Prepare Draft Bid Schedule, List of Planned Technical Special Provisions 10 20 0 0 88 7,434.00$

7A.6 Preliminary Design Review Meeting 10 10 10 10 0 3,576.00$

7A.7 Coordinate with City Project Design Team 8 8 8 8 0 2,442.00$

**Task Total:** 18 72 178 0 0 0 0 0 0 51,214.00$

### Task 7B - Preliminary (50%) Design, Sewer

7B.1 Prepare Preliminary Sewer Design Plans 8 26 62 24 0 120 120 120 0 10,160.00$

7B.2 Incorporate All Comments Received from Conceptual Alignment Meeting 6 16 4 26 0 3,990.00$

7B.3 Prepare and Submit Concept Plan 8 8 8 8 0 1,992.00$

7B.4 Prepare 50% Design OPCC 12 8 3,576.00$

7B.5 Prepare Draft Bid Schedule, List of Planned Technical Special Provisions 0 0 0 0 44 0 0 0 0 6,832.00$

7B.6 Preliminary Design Review Meeting 4 4 8 8 0 2,442.00$

7B.7 Coordinate with City Project Design Team 4 4 4 4 0 2,442.00$

**Task Total:** 18 68 148 0 0 0 0 0 0 43,738.00$

### Task 8A - Pre-Final (90%) Design, Water

8A.1 Develop 90% Water Design Plans 8 38 128 72 0 292 292 292 0 38,624.00$

8A.2 90% Project Manual 2 10 10 10 0 4,260.00$

8A.3 90% OPCC 4 4 4 8 0 1,058.00$

8A.4 90% Design Review Meeting 2 4 8 8 0 1,262.00$

8A.5 Constructability Review 8 8 8 8 0 1,480.00$

8A.6 Coordinate with City Project Design Team 4 4 4 4 0 2,442.00$

**Task Total:** 18 68 148 0 0 0 0 0 0 55,032.00$

### Task 8B - Pre-Final (90%) Design, Sewer

8B.1 Develop 90% Sewer Plans 8 24 88 40 0 196 196 196 0 24,632.00$

8B.2 90% Project Manual 2 12 18 4 36 0 5,876.00$

8B.3 90% OPCC 4 4 4 8 0 1,058.00$

8B.4 90% Design Review Meeting 2 4 8 8 0 1,262.00$

8B.5 Constructability Review 4 4 4 4 0 1,728.00$

8B.6 Coordinate with City Project Design Team 8 8 8 8 0 4,314.00$

**Task Total:** 18 68 148 0 0 0 0 0 0 55,032.00$

[Table continues...]

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**NOTE:** The table above is not fully captured in this text. For a complete view, please refer to the original document.
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<th>Task Description</th>
<th>Hours</th>
<th>Days</th>
<th>Work Days</th>
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<td>Prepare Final Water Design/Bid Documents</td>
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**Task 11 - Assistance/Support During Bid Period (Limited)**

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<th>Work Days</th>
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**Task 12 - Management Reserve**

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**Total Labor Hours and Fee**

|                     | 188 | 487 | 982 | 8   | 52  | 4   | 16  | 290 | 51  | 2,078 | $365,011.00 |

**Subconsultants**

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**Total Subconsultant Expense**

|                     | $7,087.00 |

**Reimbursable Direct Non-Salary Costs**

|                     | $1,000.00 |

**Total Estimated Budget**

|                     | $373,098.50 |
EXHIBIT C

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.

INSURER(S) AFFORDING COVERAGE

INSURER A : XL Specialty Insurance Company
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

NAIC #
37885

COVERAGE

CERTIFICATE NUMBER: 1681722427

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 TYPE OF INSURANCE ADDL INSUR WR POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE ☐ OCCUR ☐

GENL AGGREGATE LIMIT APPLIES PER:
POLICY ☐ PROJECT ☐ LOC ☐

OTHER:

AUTOMOBILE LIABILITY
ANY AUTO ☐
OWNED AUTOS ONLY ☐
SCHEDULED AUTOS ☐
HIRED AUTOS ONLY ☐
NON-OWNED AUTOS ONLY ☐

UMBRELLA LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐
EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐
DED RETENTION ☐

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ NO ☐

If yes, describe under DESCRIPTION OF OPERATIONS below

A Professional Liability & Claims-Made Pollution Liab. included Y DPR5003444 10/15/2022 10/15/2023 $2,000,000 per claim $2,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
9SAM020100 - Louis Thompson Rd NE Improvements.

CERTIFICATE HOLDER

Sammamish Plateau Water and Sewer District
Attn: Jackson Dove
1510 - 228th Avenue S.E.
Sammamish WA 98075

CANCELLATION

30 Days and 10 for Non-Payment

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

Karen Thorp
**Certificate of Liability Insurance**

**Certificate Number:** 22-23  
**Revision Number:**

---

**Producer:** Greyling Ins. Brokerage/EPIC  
3780 Mansell Road, Suite 370  
Alpharetta, GA 30022

**Contact:** Sabrina Wynn  
Phone: 470.785.2254  
Fax: (A/C, No.):  
E-mail: Sabrina.Wynn@greyling.com

**Insured:** KPG Psomas Inc.  
3131 Elliott Avenue, Suite 400  
Seattle, WA 98121

**Insurer A:** National Union Fire Ins. Co.  
NAIC #: 19445

**Insurer B:** Everest National Ins Co  
NAIC #: 10120

**Insurer C:**

**Insurer D:**

**Insurer E:**

**Insurer F:**

### Coverages

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<th>ADDITIONAL INSURER</th>
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<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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|         | OCCUR  
|         | CLAIMS-MADE  
|         |Claims-Made  
|         | Genl Aggregate Limit Applies Per:  
|         | Policy  
|         | Ext  
|         | LOC  
|         | Other:  
|         | | | | | |
| | | | | | |
| A     | AUTOMOBILE LIABILITY  
| | | | | | |
| | | | | | |
| B     | UMBRELLA LIABILITY  
| | | | | | |
| | | | | | |
| A     | WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY  
| | | | | | |
| | | | | | |
| | | | | | |

**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

9SAM020100; Louis Thompson Rd NE Improvements.

Sammamish Plateau Water and Sewer District are named as Additional Insureds with respects to General Liability where required by written contract.

The above referenced liability policies with the exception of professional liability are primary & non contributory where required by written contract. (See Attached Descriptions)

---

**Certificate Holder:** Sammamish Plateau Water and Sewer District  
1510 - 228th Avenue S.E.  
Sammamish, WA 98075-0000

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

---

**ACORD 25 (2016/03)  
#SS207868/M4790824  
SBR08  
© 1988-2015 ACORD CORPORATION. All rights reserved.**
Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</td>
<td>PER THE CONTRACT OR AGREEMENT.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.
POLICY NUMBER: GL5268212

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WHO YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</td>
<td>PER THE CONTRACT OR AGREEMENT.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.
ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

policy No. CA4489706 issued to KPG Psomas Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.
 PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
Consent Agenda

Item C
INTRODUCTION:

District staff is requesting Board approval to correction to certain 2023 Rates and Charges that were not updated when the Board had adopted them on December 5, 2023.

The first correction is the consumption charge for King County Wastewater Treatment. District staff has the administrative authority to update this charge automatically when King County rates increases are effective to the District, but historically the County’s rates are included in the District’s rates resolution. The proposed resolution reflects the County’s updated charge. This impacts multi-family residential and non-residential customer classes.

King County Wastewater Treatment – Consumption Charge

<table>
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<tr>
<th>Current Amount</th>
<th>Corrected Amount</th>
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<tbody>
<tr>
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The second correction and charge requiring Board approval is the Sewer Consumption Charge for non-residential customer classes. The consumption charge is for each additional 100 cubic feet of water used or 748 gallons of water used beyond 750 cubic feet (5,610 gallons) of water. The increase is the approved 4.5% sewer rate increase.

District Public Institution, Commercial, and Industrial Customer Sewer Rate – Consumption Charge

<table>
<thead>
<tr>
<th>Current Amount</th>
<th>Corrected Amount</th>
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</thead>
<tbody>
<tr>
<td>$4.92</td>
<td>$5.14</td>
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OPTIONS:

1. Take the proposed adoption of the revised water and sewer rates under advisement.
   OR
2. Adopt Resolution revising and establishing water and sewer service rates and charges.

STAFF RECOMMENDATIONS:

District staff recommends adopting the Resolution revising and establishing water and sewer rates and charges.

ATTACHMENTS:

- Resolution
SAMMAMISH PLATEAU WATER & SEWER DISTRICT
KING COUNTY, WASHINGTON

RESOLUTION NO.__________

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, REVISING AND ESTABLISHING WATER AND SEWER SERVICE RATES AND CHARGES AND REPEALING RESOLUTION NO. 5153.

WHEREAS, RCW 57.08.081 authorizes the Sammamish Plateau Water and Sewer District Board of Commissioners (“District”) to fix rates and charges for furnishing sewer service and facilities to those to whom sewer service is available and for providing such service, and to fix rates and charges for providing water service, such rates and charges to be fixed as deemed necessary by the District Board of Commissioners so that uniform charges will be made for the same class of customer or service and facility; and

WHEREAS, RCW 57.08.081 authorizes the District Board of Commissioners in classifying customers to consider in its discretion several factors including the difference in cost to various customers, the location of the various customers within and without the District, the difference in cost of maintenance, operation, repair and replacement of the various parts of the system, the different character of the service furnished to various customers, the quantity and quality of the service and facility furnished, the time of its use, the achievement of water conservation goals and the discouragement of wasteful practices and any other matters which present a reasonable difference as a ground for a distinction in the establishment of water and sewer service rates and charges; and

WHEREAS, District Code Section 3.15.030. authorizes water and sewer rates to be established by the District Board of Commissioners from time to time, and District Code Section 6.05.020. authorizes the grinder pump service rate to established by the District Board of Commissioners from time to time; and

WHEREAS, the District Board of Commissioners previously established water and sewer service rates for all customer classifications by the adoption of Resolution No. 5153 on December 5, 2022; and

WHEREAS, District staff have advised that King County, as the successor to Metro, pursuant to the Agreement for Sewage Disposal between the District and King County, has increased its monthly sewer wholesale rate per equivalent residential unit to the District from $49.27 to $52.11 effective January 1, 2023, and District staff have recommended that the District increase its monthly sewer service rate to all customer classifications to pass through that wholesale rate increase from King County to such customers; and District staff have advised that King County may further increase such monthly sewer wholesale rate per equivalent residential unit to the District in the future and District staff have recommended that the District increase its monthly sewer service to all customer classifications to pass through any wholesale sewer rate increase from King County to such customers at such time as the increase in King County’s sewer wholesale rate to the District may be effective; and

Resolution No.__________
WHEREAS, RCW 57.08.005 (3) authorizes the District, where a customer’s property is connected to the District’s water system and uses water service on an intermittent or transient basis, to charge for providing water service to such customer, regardless of the amount of water, if any, used by the customer; and

WHEREAS, RCW 57.08.005 (3) provides the District full authority to regulate and control the use, content, distribution and price of water furnished to its customers; and RCW 57.08.005 (5) provides the District full authority to regulate the use and operation of the District’s sewer system and the service charges to be charged District customers; and

WHEREAS, the owners of property which have been connected to the District’s water and sewer systems benefit from connection to and the availability of utility service from such systems even though owners choose not to use water or sewer service on a continuous basis or their utility service is inactive because such service is shut-off due to nonpayment of District utility billings; and such benefits include the continued availability of such utility services, continued access to fire protection service, and reduced insurance cost; and

WHEREAS, the District retained Financial Consulting Solutions Group, (“Consultant”) to study and to prepare an analysis on the District’s water and sewer revenue requirements and service rate structures, and the Consultant has recommended the revision of the District’s water and sewer rates and charges and service rate structure, and

WHEREAS, the Board of Commissioners having considered and reviewed the recommended water and sewer rates and charges and service rate structure recommended by the Consultant during a regular Board meeting on November 21, 2022, and

WHEREAS, the District Board of Commissioners having considered staff recommendations related to the proposed revision of the District’s water and sewer service rates and charges, and having held a public hearing on December 5, 2022, for public comment on such proposed revisions pursuant to the public notice regarding such hearing published in the Seattle Times on Monday, November 21, 2022 and Monday, November 28, 2022 and the District Board of Commissioners having considered such staff and Consultant recommendations and oral and written public comments, and

WHEREAS, King County Wastewater Treatment consumption charge was also increased by King County and this resolution now reflects the updated charge. In addition, the District’s Public Institution, Commercial, and Industrial Customer Sewer Consumption Charge needs to be corrected to include the 4.5% sewer rate increase; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

1. The District water service charges set forth on Exhibit “A” attached hereto and by this reference incorporated herein are hereby approved and adopted and shall be effective for all water utility service provided after January 1, 2023.

2. The District sewer service charges set forth on Exhibit “A” attached hereto and by this reference incorporated herein are hereby approved and adopted and shall be effective for all sewer utility service provided after January 1, 2023.
3. The owners of property connected to the District’s water and sewer systems shall be charged a monthly fixed charge for water and sewer service even though such owners may choose not to use water or sewer service on a continuous basis or their utility service is inactive because such service is shut-off due to nonpayment of District utility billings.

4. Subsequent to the effective dates set forth in this resolution, in the event King County increases its monthly wholesale sewer rates to the District pursuant to Agreement for Sewage Disposal referenced herein, the District’s sewer service rates shall automatically be increased in equal proportion for all District customer classifications effective the date that any such King County wholesale sewer rate increase(s) are effective as to the District.

5. All District resolutions, policies and procedures, including Resolution No. 5153 and the District’s Master Fees and Charges Schedule, are hereby amended, superseded and/or rescinded to be in accordance with the foregoing effective dates set forth herein.

ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 6th day of February, 2023.

Individual Commissioner's Vote on this Resolution:

Approved: ____________
Opposed: ____________  Lloyd Warren, President and Commissioner
Abstained: ____________
Absent: ____________

Approved: ____________  Ryika Hooshangi, Vice President and Commissioner
Opposed: ____________
Abstained: ____________
Absent: ____________

Approved: ____________  Mary Shustov, Secretary and Commissioner
Opposed: ____________
Abstained: ____________
Absent: ____________

Approved: ____________  Tom Harman, Commissioner
Opposed: ____________
Abstained: ____________
Absent: ____________

Approved: ____________
Opposed: ____________  Nav Otal, Commissioner
Abstained: ____________
Absent: ____________
### 2023 Water and Wastewater Rates
Effective 1-1-2023

**SINGLE FAMILY RESIDENTIAL WATER AND SEWER RATES**
Bills consist of a fixed water charge based on meter size as follows:

<table>
<thead>
<tr>
<th>METER SIZE</th>
<th>MONTHLY FIXED CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾&quot; METER</td>
<td>$34.23</td>
</tr>
<tr>
<td>1&quot; METER</td>
<td>$73.48</td>
</tr>
<tr>
<td>1-1/2&quot; METER</td>
<td>$138.91</td>
</tr>
<tr>
<td>2&quot; METER</td>
<td>$217.42</td>
</tr>
<tr>
<td>3&quot; METER</td>
<td>$426.77</td>
</tr>
<tr>
<td>4&quot; METER</td>
<td>$662.33</td>
</tr>
</tbody>
</table>

In an effort to promote conservation and to protect our precious resource, water is charged in an increasing rate block structure. This is in addition to the fixed base charge. The rates are as follows:

**RATE BLOCK 1:**

<table>
<thead>
<tr>
<th>CUBIC FEET</th>
<th>GALLONS</th>
<th>COST PER 100 CF</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONTHLY</td>
<td>0-600</td>
<td>0-4488</td>
</tr>
</tbody>
</table>

**RATE BLOCK 2:**

<table>
<thead>
<tr>
<th>CUBIC FEET</th>
<th>GALLONS</th>
<th>COST PER 100 CF</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONTHLY</td>
<td>601-1200</td>
<td>4489-8976</td>
</tr>
</tbody>
</table>

**RATE BLOCK 3:**

<table>
<thead>
<tr>
<th>CUBIC FEET</th>
<th>GALLONS</th>
<th>COST PER 100 CF</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONTHLY</td>
<td>1201-1900</td>
<td>8977-14212</td>
</tr>
</tbody>
</table>

**RATE BLOCK 4:**

<table>
<thead>
<tr>
<th>CUBIC FEET</th>
<th>GALLONS</th>
<th>COST PER 100 CF</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONTHLY</td>
<td>&gt;1900</td>
<td>&gt;14212</td>
</tr>
</tbody>
</table>
DISTRICT SEWER CHARGE for transporting the sewage away from your home and maintaining our sewer mains and lift stations is:

Monthly $41.06 This is a fixed charge.

KING COUNTY WASTEWATER TREATMENT CHARGE for treatment and disposal of the sewage is:

Monthly $52.11 This is a fixed charge.

GRINDER PUMP FEES may apply if your home is lower than the sewer main in the street.

Monthly $45.25 This is a fixed charge.
2023 Water and Wastewater Rates
Effective 1-1-2023

MULTI-FAMILY WATER AND SEWER RATES

Bills consist of a fixed water charge based on the number of units served. The charged per unit is approximately 58% of the base charge of the single-family base charge for a ¾” meter.

<table>
<thead>
<tr>
<th>MONTHLY FIXED CHARGE PER UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$19.87</td>
</tr>
</tbody>
</table>

In addition to the base fees there will be a water consumption charge. The water is billed at a seasonal rate for bills issued as follows:

**Between November and June:**
Water is charged at $1.81 per 100 cubic feet of water used or every 748 gallons of water.

**Between July and October:**
Water is charged at $2.66 per 100 cubic feet of water used or every 748 gallons of water.

**DISTRICT SEWER CHARGE** for transporting the sewage away from your residence and maintaining our sewer mains and lift stations is:

Monthly $26.63 This is a fixed charge per unit.

**KING COUNTY WASTEWATER TREATMENT CHARGE** for treatment and disposal of the sewage is

Monthly $52.11

This includes the first 750 cubic feet or 5,610 gallons of water used. In addition there would be a consumption charge of $6.948 for each additional 100 cubic feet of water used or 748 gallons of water used.
2023 Water and Wastewater Rates  
Effective 1-1-2023

PUBLIC INSTITUTION, COMMERCIAL, AND INDUSTRIAL CUSTOMER WATER AND SEWER RATES

Bills consist of a fixed water charge based on meter size as follows:

<table>
<thead>
<tr>
<th>METER SIZE</th>
<th>MONTHLY FIXED CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾” METER</td>
<td>$34.23</td>
</tr>
<tr>
<td>1” METER</td>
<td>$73.48</td>
</tr>
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<td>$138.91</td>
</tr>
<tr>
<td>2” METER</td>
<td>$217.42</td>
</tr>
<tr>
<td>3” METER</td>
<td>$426.77</td>
</tr>
<tr>
<td>4” METER</td>
<td>$662.33</td>
</tr>
</tbody>
</table>

In addition to the base fees there will be a water consumption charge. The water is billed at a seasonal rate as follows:

**Between November and June:**
Water is charged at $1.81 per 100 cubic feet of water used or every 748 gallons of water.

**Between July and October:**
Water is charged at $2.66 per 100 cubic feet of water used or every 748 gallons of water.

**DISTRICT SEWER CHARGE** for transporting the sewage away from your residence and maintaining our sewer mains and lift stations is:

Monthly $46.66

This includes the first 750 cubic feet or 5,610 gallons of water used. In addition there would be a consumption charge of $5.14 for each additional 100 cubic feet of water used or 748 gallons of water used.

**KING COUNTY WASTEWATER TREATMENT CHARGE** for treatment and disposal of the sewage is:

Monthly $52.11

This includes the first 750 cubic feet or 5,610 gallons of water used. In addition there would be a consumption charge of $6.948 for each additional 100 cubic feet of water used or 748 gallons of water used.
Irrigation Water Rates

Bills consist of a fixed water charge based on meter size as follows:

<table>
<thead>
<tr>
<th>METER SIZE</th>
<th>MONTHLY FIXED CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾” METER</td>
<td>$34.23</td>
</tr>
<tr>
<td>1” METER</td>
<td>$73.48</td>
</tr>
<tr>
<td>1-1/2” METER</td>
<td>$138.91</td>
</tr>
<tr>
<td>2” METER</td>
<td>$217.42</td>
</tr>
<tr>
<td>3” METER</td>
<td>$426.77</td>
</tr>
<tr>
<td>4” METER</td>
<td>$662.33</td>
</tr>
</tbody>
</table>

In addition to the base fees there will be a water consumption charge. The water is billed at a seasonal rate as follows:

**Between November and June:**
Water is charged at $12.05 per 100 cubic feet of water used or every 748 gallons of water.

**Between July and October:**
Water is charged at $12.50 per 100 cubic feet of water used or every 748 gallons of water.

Customers can participate in the District’s Irrigation Audit Program on a voluntary basis. To receive the “Irrigation with Audit” rate, customers must have their irrigation systems inspected and audited by a Certified Irrigation Auditor. Customers must also meet minimum program entry requirements, maintain their systems, fix leaks promptly and remain within an annual water allowance in order to continue receiving the “Irrigation with Audit” rate.

If your irrigation system has been audited by a certified Irrigation Auditor and you qualify for the with audit rate your water rate is as follows:

**Between November and June:**
Water is charged at $7.14 per 100 cubic feet of water used or every 748 gallons of water.

**Between July and October:**
Water is charged at $7.35 per 100 cubic feet of water used or every 748 gallons of water.
Consent Agenda

Item D
INTRODUCTION:
The property owner of tax parcels 3575302195 and 3575302200 installed 188 lineal feet of PVC sewer main from NE Inglewood Hill Road north and across their property. The developer has requested that the District enter into a reimbursement agreement pursuant to RCW 57.22 for repayment of a portion of the Developer’s construction costs from property owners that connect to or make use of the sewer main at the time that those property owners connect, or further develop their properties.

Staff is requesting the Board consider adoption of the proposed Latecomers Reimbursement Charges requested by the Developer.

POLICY:
Res. No. 3475 – 6/19/2006 – Revising the Form Reimbursement Agreement and Readopting the Procedure for Adopting Reimbursement Agreements and Form Resolution for Reimbursement Agreement Adoption.

Failure to adopt the Latecomers Reimbursement Charges would deny the Developer their right to reimbursement as provided in RCW 57.22.

BACKGROUND:
On January 9, 2023, the District mailed notification (via certified and U.S. Mail) to the affected property owners about the amount of the proposed latecomer’s reimbursement charge. Under the District’s existing Reimbursement Agreement Policy (Resolution No. 3475), the property owners were given until January 30, 2023 (3 weeks) to submit comments. The District received no comments from the affected property owners.

The methodology for the pro-rata share of the sewer cost for each property was determined as described below:

Sewer Reimbursement Agreement:
The determination of the pro-rata share of the sewer extension costs for the property that is benefiting from the sewer extension was calculated as the total construction costs of the sewer main divided by the number of lots benefitting from the sewer. The remaining costs for sewer onsite are the responsibility of Kenneth Shreve, the developer.

District staff proposes that the Board adopt the Latecomers Reimbursement Charges as proposed. If the Board adopts the charges, the District will mail notification to the property owner that the charge has been adopted and will record notice of the charges against the property.
BUDGET STATUS:
N/A

FISCAL IMPACT:
The District receives compensation from the Developer for District costs associated with the processing and administration of the reimbursement agreement.

OPTIONS:
1. Adopt the resolutions approving proposed sewer Latecomers Reimbursement Charges.
2. Propose changes to the Sewer Latecomer Reimbursement Charge methodology and ask District staff to submit the resulting revised charges for the Board’s review and adoption at the next regular Board meeting.
3. Take the proposed adoption of these connection charges under advisement.

STAFF RECOMMENDATIONS:
District staff recommends that the Board adopt the sewer Latecomers Reimbursement Charges as proposed.

ATTACHMENTS:
- Shreve 206th Ave NE Sewer Extension Vicinity Map
- Map of the Sewer Reimbursement Area and installed facilities
- Resolution for adoption of Sewer Latecomers Reimbursement Charges including a copy of the Latecomers Reimbursement Agreement
SAMMAMISH PLATEAU WATER & SEWER DISTRICT  
KING COUNTY, WASHINGTON  

RESOLUTION NO. _______________  

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING AND APPROVING A SEWER LATECOMER REIMBURSEMENT AGREEMENT FOR THE SHREVE 206TH AVE NE SEWER EXTENSION PROJECT.

WHEREAS, the Sammamish Plateau Water and Sewer District (“District”) is a duly organized water and sewer district under the laws of the State of Washington, and is empowered to furnish both water and sewer service to property owners within or without the District in the manner provided by law; and

WHEREAS, the Board of Commissioners of Sammamish Plateau Water and Sewer District approved the application by Kenneth W. Shreve (“Developer”) for a Developer Extension Agreement by Initial Resolution Number 5048 dated the 16th day of August 2021 for the project known as Shreve 206th Ave NE Sewer Extension and the sewer facilities were constructed within the boundaries of the Developer’s project; and

WHEREAS, pursuant to RCW 57.22.020, the Developer is entitled to latecomer reimbursement from the owners of properties that are adjacent to and may connect to or use the sewer facilities which the Developer installed upon any such connection; and the District having notified such property owners of such proposed latecomer reimbursement agreement via certified mail; and

WHEREAS, such proposed sewer latecomer reimbursement agreement is attached hereto as Exhibit A (the “Reimbursement Agreement”) and the District Board of Commissioners having considered the public comments received and the recommendations of District staff and the District’s legal counsel regarding the proposed approval of the Reimbursement Agreement; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

1. The recitals set forth above are hereby adopted as if set forth in full herein.

2. The Reimbursement Agreement is hereby approved and the District General Manager is hereby authorized and directed to execute the Agreement on behalf of the District.

3. District Staff is authorized and directed to have the fully executed Reimbursement Agreement recorded with the King County Office of Records and Elections as required by law.
ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 6th day of February 2023.

**Individual Commissioner's Vote on this Resolution:**

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<th></th>
<th>Lloyd Warren, President and Commissioner</th>
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<tr>
<td>Approved:</td>
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<td>Opposed:</td>
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<th>Ryika Hooshangi, Vice President and Commissioner</th>
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<td>Opposed:</td>
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<thead>
<tr>
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<th>Mary Shustov, Secretary and Commissioner</th>
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<tr>
<td>Approved:</td>
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<td>Opposed:</td>
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<tr>
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<th>Tom Harman, Commissioner</th>
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<th>Nav Otal, Commissioner</th>
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<td>Abstained</td>
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</table>
EXHIBIT A

SammaMish PLateau WATER & SEWER DISTRICT
REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 4TH day of
JANUARY, 2023, ("Effective Date") between the Sammamish Plateau Water & Sewer
District, a municipal corporation ("District") and Kenneth W. Shreve ("Developer").

RE C I T A L S:

A. District is a duly organized water and sewer district under the laws of the State of
   Washington, and is empowered to furnish both water and sewer service, to property owners within
   or without the District in the manner provided by law; and

B. Developer previously entered into a Developer Extension Agreement ("DEA")
dated the 16th day of August, 2021, for the construction and installation of water and/or sewer
extensions to serve Developer's property which is described on Exhibit "A" attached hereto;
Developer completed installation of such extensions in accordance with the terms of the DEA,
portions of which make utility service available to real property other than the Developer's property
within (and without) the District hereinafter known as the benefited properties ("Benefited
Properties"), described on Exhibit "B" attached hereto; the owners of such Benefited Properties
have not contributed to the cost of the extensions ("Extension Facilities") installed by Developer;
and Developer is entitled to reimbursement from real property owners seeking connection to or
use of such Extension Facilities for the cost of such Extension Facilities in excess of Developer's
pro rata share therefor which costs have been determined as set forth below; and

C. District will collect charges from the owners of Benefited Properties within (and
   without) the District connecting to or using the Extension Facilities; and such charges are the sole
   source of funds for the District from which reimbursement to Developer can and will be made, as
   and when the same are collected; and

D. District is authorized to enter into a reimbursement agreement with Developer
under the provisions of Chapter 57.22 RCW; and the parties desire to enter into a written
reimbursement agreement ("Agreement") with reference to the foregoing matter, now, therefore,

IN CONSIDERATION of the following terms and conditions, the District and the Developer agree
as follows:

1. Records/Costs. After completion of the construction of the Extension Facilities,
Developer will certify to the District the final design, engineering, construction and restoration
costs incurred by Developer in constructing the Extension Facilities and submit such supporting
vouchers, invoices and other data as the District may require to substantiate the certified costs.
The executed, notarized Agreement, all exhibits, and all supporting documentation must be
submitted to the District before the Extension Facilities will be accepted by the District. Any
changes or additional information requested by the District must be submitted to the District within
21 days of District notification to the Developer. District reserves the right to approve or reject the
certified costs as reasonable and subject to reimbursement. The District shall allocate the cost of
the Extension Facilities among Developer's property and the Benefited Properties on a pro rata
share basis. However, the District reserves the right to allocate such costs in any manner
conforming with applicable law and the policies of the District.

REIMBURSEMENT AGREEMENT - Page 1
Shreve 206th Ave NE Sewer Extension Reimbursement Agreement.docx
2. Charges. District shall require owner(s) of the Benefited Property to pay a reimbursement charge determined in accordance with the terms of this Agreement. The reimbursement charge shall be payable in total at the time of such owner's connection to or use of the Extension Facilities. The amount of such reimbursement charge to be collected prior to such connection is set forth on Exhibit "C" attached hereto; such charges may include, but are not limited to, pro rata share of District legal, engineering, administrative, set-up, handling and actual costs of the Extension Facilities. Such reimbursement charges shall be in addition to all other District charges in effect at the time of seeking connection to such Extension Facilities. Upon application by Benefited Property owners, the District may further segregate reimbursement charges attributed to property connecting to the Extension Facilities. All costs of such segregation shall be borne by the party requesting such segregation.

3. Developer Charge. The District shall deduct the sum of $150.00 ("Developer Charge") for each reimbursement payment received before the Developer shall be entitled to receive the balance of such payment. Such base fee and charges herein described shall be collected by the District for costs and expenses incurred in connection with the administration of this Agreement.

4. Recording, Liens. This Agreement shall be recorded in the office of the King County Auditor, King County, Washington, upon execution by the District and the Developer. Such Agreement shall constitute a lien and record notice upon the property described in Exhibit "B" not contributing to the original cost of the Extension Facilities installed by Developer under the provisions hereof and shall be binding upon the present owner thereof, and all successors and assigns to those respective parties in accordance with Chapter 57.22 RCW. When paid by any party seeking connection to the Extension Facilities, the lien shall be satisfied and discharged of record. Developer hereby appoints the Secretary of the Board of Commissioners, or his/her successor, as its attorney-in-fact, to prepare, execute and file for record with the King County Recorder a document appropriate to cancel and release the lien, charge or obligation of the Benefited Property owner paying the reimbursement amount to District, which will describe with particularity the property so connecting and paying the reimbursement amount, and thereupon this agreement shall no longer apply to such property. This appointment as attorney-in-fact is irrevocable during the existence of this Agreement.

5. Developer Contact Information: The Developer shall provide the District with contact information ("Contact Location"). The initial Contact Location shall be provided as follows:

<table>
<thead>
<tr>
<th>Contact Information and Address for Receipt of Reimbursement Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>KENNETH W. SHROVE</strong></td>
</tr>
<tr>
<td>(Printed Name of Developer's Representative)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>31 EAST FIR TREE LANE</strong></td>
</tr>
<tr>
<td>(Company Name)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>UNION WA 98592</strong></td>
</tr>
<tr>
<td>(Mailing Address)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>206-641-5878</td>
</tr>
<tr>
<td>(City, State, Zip code)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>(Telephone/FAX)</td>
</tr>
</tbody>
</table>

REIMBURSEMENT AGREEMENT - Page 2
The Developer shall inform the District, in writing, of their current Contact Location every two years plus sixty (60) days from the Effective Date ("Contact Update Dates"), or sooner of company name, address, or telephone number for the receipt of reimbursement funds.

If the Developer fails to submit their current Contact Location to the District at least every two years plus sixty (60) days from the Contact Update Dates noted above the District may terminate the right of the Developer to receive any reimbursement charges collected by the District after such Contact Update Date as described in Section 7 of this Agreement.

The notification of current Developer Contact Location shall be sent to the District at the following address, unless the District provides written notification to Developer of a change in District address as follows.

District Contact Information

General Manager
Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075
(425) 392-6256

6. Payment Procedure. The District will pay any reimbursement charges collected to Developer, less the Developer Charge, within sixty (60) days following receipt thereof, District to follow its established procedures of depositing such funds received with the King County Treasurer and drawing upon the same and making payment by King County Treasurer warrant in the manner provided by law. The District shall forward reimbursement funds referenced herein to Developer at the address provided by the Developer as their Contact Location.

As a condition of receiving such reimbursement funds, Developer shall execute a receipt to the District for such reimbursement amounts so paid upon the receipt form provided by District. Such form shall include the name of the Benefiting Property owner making payment of such amount to the District and the legal description of the Benefited Property connecting to the Extension Facilities.

In the event of a dispute as to the rightful party to receive such funds, the District may pay the same to the Developer referenced herein or interplead such funds to the court; in either event, District shall thereupon be relieved of any further obligation or of liability hereunder as to such reimbursement funds so paid.

7. Termination of Developer's Right to Receive Reimbursement. In the event the District collects reimbursement charges from owners of Benefited Property and the Developer has failed to comply with the requirements of Section 5 of this Agreement, the District will attempt to contact the Developer by mail at their most recent Contact Location and request the Developer provide, within 60 days from the date of mailing of the request, written confirmation and update of their current Contact Location. If the Developer fails to submit an Updated Contact Location within the 60-day period, the right of the Developer to receive reimbursement charges collected by the District shall terminate, and any reimbursement charges collected by the District following the Contact Update Date shall be collected and retained by the District and deposited in the District's capital fund for expenditure by the District.
8. **Term.** This Agreement shall remain effective for a period of fifteen (15) years from the date set forth on page one (1) of this Agreement as to any Benefited Property for which a connection application is submitted to the District during such fifteen (15) year term. Developer shall have no further claim as to monies collected from any Benefited Properties after the expiration of the fifteen (15) year term.

9. **Agreement Implementation.** The District will use its best efforts to collect and distribute the reimbursement funds pursuant to the process set forth in this Agreement. However, the District, its officials, employees or agents shall not be held liable or responsible for failure to implement any of the provisions of this Agreement unless such failure is willful or intentional.

10. **General.** All exhibits referred to herein are by this reference made a part hereof as though set forth in full. This Agreement is binding upon the heirs, executors, administrators, successors and assigns, of each of the parties hereto.

11. **Assignment.** The Developer shall not assign its rights and obligations under this Agreement without the prior written consent of the District. In the event of an assignment, such person or entity shall be referred to as the “Developer” or “Developer’s Assigns”.

12. **Effective Date.** This Agreement shall be effective upon the date set forth on page one (1) of this Agreement (“Effective Date”).

---

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT ("District")**

By [Signature]

Its [Signature]

---

**"Developer"**

By [Signature]

Its [Signature]
STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that [Signature] is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the __________________________ of Sammamish Plateau Water and Sewer District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated __________________________

Notary Public in and for the State of Washington, residing at
My Appointment Expires

—REIMBURSEMENT AGREEMENT—

Shreve 206th Ave NE Sewer Extension Reimbursement Agreement.docx
EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

ALL LOCATED IN SECTION 29, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., KING COUNTY WASHINGTON, AS FOLLOWS

TAX PARCEL: 3575302195
LOT 7 LESS POR FOR CO RD TGW LOTS 8 THRU 14 TGW LOTS 27 THRU 32, PLAT BLOCK: 28, TGW POR ADJ VAC 206TH AVE NE SC #87-2-12992-6, INGLEWOOD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 169, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL: 3575302200
LOT: 21 THRU 26, PLAT BLOCK: 28, TGW POR ADJ VAC 206TH AVE NE PER SC 87-2-12992-6, INGLEWOOD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 169, RECORDS OF KING COUNTY, WASHINGTON.
EXHIBIT B
LEGAL DESCRIPTION OF BENEFITED PROPERTY(IES)

LOCATED IN SECTION 29, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., KING COUNTY
WASHINGTON, AS FOLLOWS

TAX PARCEL: 3575301011
LOTS 15 THROUGH 20, INCLUSIVE, BLOCK 21, PLAT OF INGLEWOOD, ACCORDING TO
THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, RECORDS OF
KING COUNTY, WASHINGTON;

TOGETHER WITH ALL THAT PORTION OF 206TH AVENUE NE LYING NORTHERLY OF THE
NORTH MARGIN OF INGLEWOOD HILL ROAD AND SOUTHERLY OF THE SOUTH MARGIN
OF NORTHEAST 15TH STREET, WHICH LIES BETWEEN BLOCK 21 AND BLOCK 28 OF THE
PLAT OF INGLEWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3
OF PLATS, PAGE 169, RECORDS OF KING COUNTY, WASHINGTON;
EXCEPT THE EAST 30 FEET THEREOF; AND
EXCEPT THAT PORTION LYING SOUTHERLY OF THE EASTERLY EXTENSION OF THE
SOUTH LINE OF LOT 15, OF SAID BLOCK 21.

TOGETHER WITH THAT PORTION OF VACATED NORTHEAST 15TH STREET AS WOULD
ATTACH BY OPERATION OF LAW;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER
AND ACROSS THE NORTH 10 FEET OF LOT 27 AND THE WEST 40 FEET OF THE NORTH
10 FEET OF LOT 14, BLOCK 21, PLAT OF INGLEWOOD ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 169, RECORDS OF KING
COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED NE 15TH STREET AND VACATED 206TH
AVENUE NE DESCRIBED AS FOLLOWS; BEGINNING AT INTERSECTION OF
CENTERLINED OF SAID VACATED STREETS; THENCE NORTH 89°19'04" WEST ALONG
THE CENTERLINE OF SAID VACATED NE 15TH STREET, 65.80 FEET;
THENCE NORTH 77°01'36" EAST 67.77 FEET TO THE CENTERLINE OF SAID VACATED
206TH AVENUE NE;
THENCE SOUTH 00°51'52" WEST ALONG THE CENTERLINE OF SAID VACATED 206TH
AVENUE NE 16.00 FEET TO THE POINT OF BEGINNING.

EXCEPT WITH THAT PORTION OF VACATED NE 15TH STREET DESCRIBED AS FOLLOWS;
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE
WESTERLY LINE OF LOT 1, BLOCK 20 OF SAID PLAT, WITH THE CENTERLINE OF SAID
VACATED NE 15TH STREET; THENCE SOUTH 00°51'52" WEST ALONG THE NORTHERLY
EXTENSION OF THE WESTERLY LINE OF SAID LOT 20, 16.00 FEET; THENCE NORTH
77°01'36" EAST 67.77 FEET TO SAID CENTERLINE; THENCE NORTH 89°19'04" WEST
ALONG CENTERLINE, 65.80 FEET TO THE POINT OF BEGINNING.
EXHIBIT C
DESCRIPTION OF REIMBURSEMENT

Total final sewer cost for sewer main $199,938.55
Total number of lots 4
Cost per lot = $49,984.64

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Notes:
1 Latecomer Reimbursement Charges paid by Developer through development of property.
2 Latecomer Reimbursement Charges based on estimated potential for two lots in the future.
Consent Agenda

Item E
RESOLUTION NO. ____________

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING AND APPROVING THE APPLICATION FOR THE DEVELOPER EXTENSION AGREEMENT FOR THE PARKLAND HEIGHTS

WHEREAS, SSHI, LLC dba D.R. Horton has submitted an application to enter into a Developer Extension Agreement for service to a development known as PARKLAND HEIGHTS; and

WHEREAS, said party has submitted to the District Preliminary/Certificate Fees of

WATER $34,420.00 SEWER $23,402.50

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

1. The District hereby approves the application and authorizes the execution of the Developer Extension Agreement referenced above.

2. The balance of the Preliminary/Certificate fees not yet paid as required by District resolution will be due no later than when the District General Manager approves by signature the design for construction of the water and/or sewer facilities associated with this Developer Extension Agreement, and;

3. If there is no construction of any water and/or sewer facilities for the project, the balance of the Preliminary/Certificate fees not yet paid as required by District resolution will be due before the installation of water meters or side sewers and/or before the District’s final Acceptance of the Developer Extension Agreement, whichever is sooner.
ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 6th day of February 2023.

Individual Commissioner's Vote on this Resolution:

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Resolution No. __________

Tax Parcel 2224069039

24 Water ERUs and 23 Sewer ERUs
EXHIBIT A
REAL PROPERTY DEPICTION
PARKLAND HEIGHTS
TAX PARCEL 2224069039

REAL PROPERTY LOCATION

Resolution No. ____________________________
Tax Parcel 2224069039
24 Water ERUs and 23 Sewer ERUs
Active Agenda
Active Agenda

Item A

Interlocal Agreement with Cascade Water Alliance – BIP Maintenance & Operations
INTRODUCTION:

March of 2010 The District entered into an agreement with Cascade Water Alliance titled “Agreement for Operations and Maintenance of Cascade Water Alliance Transmission Facilities to Issaquah and Sammamish Plateau Water and Sewer District Connections”. The pipeline referred to in the agreement serves both the District and Issaquah. In an effort to clarify roles and responsibilities, Cascade Water Alliance has requested an amended and restated agreement for Maintenance, Operation which has the additional components of Emergency Response and Capital Improvement.

The proposed agreement recognizes that District business and emergency response needs comes first.

FISCAL IMPACT:

- The District Operations staff spends approximately 100 hours per year on Cascade Water Alliance pipeline operations and maintenance. Cascade reimburses The District quarterly for all invoices received.

OPTIONS:

- Adopt Attachment 1: Resolution authorizing the General Manager to enter into an agreement for maintenance, operation, repair, emergency response, and capital Improvement of Cascade Water Alliance pipeline.

Or

- Take resolution under consideration and provide staff with any additional comments and/or direction

STAFF RECOMMENDATIONS:

- Adopt resolution authorizing the General Manager to enter into an Agreement for Maintenance, Operation, Repair, Emergency Response, and Capital Improvement of Cascade Water Alliance Pipeline.
ATTACHMENTS:

1) Resolution authorizing the General Manager to enter into an agreement on behalf of Sammamish Plateau Water & Sewer District with Cascade Water Alliance for maintenance, operation, repair, emergency response, and capital improvement of Cascade Water Alliance pipeline.

2) Agreement for Maintenance, Operation, Repair, Emergency Response, and Capital Improvement of Cascade Water Alliance Pipeline.
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASCADE WATER ALLIANCE, A WASHINGTON MUNICIPAL CORPORATION

AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO FINALIZE AND EXECUTE AN AGREEMENT WITH SAMMAMISH PLATEAU WATER AND SEWER DISTRICT REGARDING MAINTENANCE, OPERATION, REPAIR, EMERGENCY RESPONSE, AND CAPITAL IMPROVEMENT OF THE DISTRICT PIPELINE SEGMENT OF THE CASCADE WATER ALLIANCE PIPELINE

WHEREAS, the Cascade Water Alliance ("Cascade") is a Washington Municipal Corporation composed of seven Members, which are municipal corporations and special purpose districts that are party to the Joint Municipal Utilities Services Agreement under the authority of Chapter 39.106 RCW for the purpose of providing water supply to meet the growing demands of its Members; and

WHEREAS, Cascade owns a 24-inch transmission main consisting of water pipelines, valves, fittings, thrust restraint and appurtenances; is approximately 7.13 miles in length originating in the City of Bellevue ("Bellevue") and terminating in the City of Issaquah ("Issaquah"); and is known as the Bellevue-Issaquah Pipeline ("Pipeline"); and

WHEREAS, Cascade provides water supply via the Pipeline to Bellevue, Issaquah, and Sammamish Plateau Water and Sewer District ("District"); and

WHEREAS, pursuant to the AGREEMENT FOR OPERATIONS AND MAINTENANCE, effective March 15, 2010 ("2010 Operations and Maintenance Agreement"), the District has performed maintenance, operations, repair, and emergency response services of approximately 6.0 miles of the Pipeline on behalf of Cascade, known as the District Pipeline Segment; and

WHEREAS, the 2010 Operations and Maintenance Agreement did not address responsibility for capital improvements of the Pipeline, and Cascade and the District wish to amend and restate the 2010 Operations and Maintenance Agreement to incorporate this and other minor modifications.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CASCADE WATER ALLIANCE, as follows:

Section 1. Authorization of Chief Executive Officer to finalize and execute an Amended and Restated Agreement.

The Board adopts this Resolution authorizing the Chief Executive Officer, in consultation
with legal counsel, to finalize and execute an Agreement with the District regarding maintenance, operations, repair, emergency response, and capital improvements in substantially the form as the attached proposed AMENDED AND RESTATED AGREEMENT FOR MAINTENANCE, OPERATIONS, REPAIR, EMERGENCY RESPONSE, AND CAPITAL IMPROVEMENT OF THE DISTRICT PIPELINE SEGMENT OF THE CASCADE WATER ALLIANCE PIPELINE.

Section 2. Effect.

This Resolution shall be in full force and effect on the date of its adoption.

ADOPTED AND APPROVED by the Board of Directors of the Cascade Water Alliance at a regular meeting thereof, held the 25 day of January 2023.

CASCADe WATER ALLIANCE

Penny Sweet, Chair

Attest – Ray Hoffman, Chief Executive Officer

Angela Birney, Vice Chair

Allan Ekberg, Secretary/Treasurer

Members

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Include in CWAC?

☐ Yes

☐ No
SAMMAMISH PLATEAU WATER & SEWER DISTRICT
KING COUNTY, WASHINGTON

RESOLUTION NO. _____________

RESOLUTION OF THE BOARD OF COMMISSIONERS OF
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING
COUNTY, WASHINGTON, AUTHORIZING AND APPROVING
GENERAL MANAGER AUTHORITY FOR ENTERING AGREEMENT
FOR PROFESSIONAL SERVICES PROVIDING CASCADE WATER
ALLIANCE GIS SUPPORT SERVICES

WHEREAS, Cascade Water Alliance has requested that the District provide
maintenance, operation, repair, emergency response, and capital improvement support
for the Cascade Water Alliance pipeline; and

WHEREAS, District staff have capacity to provide maintenance, operation,
repair, emergency response, and capital improvement support as outlined in the
agreement and contract execution is recommended; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau
Water & Sewer District, King County, Washington, as follows:

The General Manager is authorized to enter into an agreement for maintenance,
operation, repair, emergency response, and capital improvement support for the
Cascade Water Alliance pipeline on behalf of Sammamish Plateau Water & Sewer
District with Cascade Water Alliance.

The General Manager is authorized to approve or deny requested changes or
modifications in the scope of services to be performed under the maintenance,
operation, repair, emergency response, and capital improvement support for the
Cascade Water Alliance pipeline agreement.

The General Manager is authorized to terminate the maintenance, operation,
repair, emergency response, and capital improvement support for the Cascade Water
Alliance pipeline agreement per the termination terms specified.
ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 6th day of February, 2023.

*Individual Commissioner's Vote on this Resolution:*

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Nav Otal, Commissioner
This Amended and Restated Agreement for Maintenance, Operation, Repair, Emergency Response, and Capital Improvement of the District Pipeline Segment of the Cascade Water Alliance Pipeline ("Agreement") between CASCADE WATER ALLIANCE, a Washington municipal corporation ("Cascade"), and the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a Washington municipal corporation ("District") (individually a "Party" and collectively the "Parties") is made this 26th day of January, 2023.

WHEREAS, Cascade Water Alliance is a Washington Municipal Corporation composed of seven Members, which are municipal corporations and special purpose districts that are party to the JOINT MUNICIPAL UTILITIES SERVICES AGREEMENT ("2012 Agreement") under the authority of Chapter 39.106 RCW for the purpose of providing water supply to meet the growing demands of its Members; and

WHEREAS, Issaquah previously transferred ownership to Cascade of a 24-inch water transmission main and appurtenances located from the point of connection with the City of Bellevue's 24-inch water main at the intersection of 161st and SE Newport Way in Bellevue, Washington to its end located at, and including, the first meter vault(s) north of the "pigging" station on 1st Avenue NE in Issaquah, Washington ("Issaquah Pipeline") which is a part of water transmission facilities commonly known as the Bellevue-Issaquah Pipeline ("Pipeline"); and

WHEREAS, the District constructed a 24-inch extension of water transmission main approximately 1345 feet in length with related valves, fittings, thrust restraints, blow-offs and appurtenances located from the point of connection to the twelve (12) inch gate valve on the south side of a meter vault existing at the District's corrosion control facility and Well 9 located on Tax Lot No. 8843500120 to a point of connection to the Pipeline owned by Cascade located in the right-of-way of First Avenue N.E. and west of address 670 First Avenue N.E. in Issaquah, Washington ("District Pipeline"); and

WHEREAS, the District transferred ownership of the District Pipeline to Cascade in 2008, and collectively the District Pipeline and Issaquah Pipeline are known as Cascade's District Pipeline Segment; and

WHEREAS, Cascade provides water supply via the Pipeline to the District, the City of Bellevue, and the City of Issaquah, which are Members of Cascade; and

WHEREAS, Cascade and the District entered into an AGREEMENT FOR OPERATIONS AND MAINTENANCE, effective March 15, 2010 ("2010 Operations and Maintenance Agreement"), whereby the Parties agreed that the District would perform maintenance and operations of Cascade's District Pipeline Segment, subject to the terms and conditions stated therein; and

WHEREAS, pursuant to the 2010 Operations and Maintenance Agreement, the District has performed such maintenance, operations, repair, and emergency response services of the
The District Pipeline Segment on behalf of Cascade, is willing to continue to perform such services, and further willing to accept the right of first offer to perform capital improvements; and

WHEREAS, the 2010 Operations and Maintenance Agreement addressed responsibility for operations and maintenance of the Pipeline but did not address responsibility for capital project delivery for expansion, renovation, replacement, or improvement of the Pipeline; and

WHEREAS, Cascade wishes to continue contracting with the District for the maintenance, operation, repair, emergency response, and capital improvement of the District Pipeline Segment; and

WHEREAS, Cascade and the District now wish to amend and restate the 2010 Operations and Maintenance Agreement to incorporate minor modifications to the original terms, to clarify roles, responsibilities and expectations between each Party regarding maintenance, operations, repair, emergency response, and to address future expansion, renovation, replacement, or improvement of the District Pipeline Segment requiring a capital project;

NOW, THEREFORE, the Parties hereby agree that the 2010 Operations and Maintenance Agreement is hereby amended and restated in its entirety by this Agreement, as follows:

1. DISTRICT PIPELINE SEGMENT

Every five (5) years Cascade and the District shall review the geographic scope of the District Pipeline Segment, and upon mutual agreement, the Parties may modify the District Pipeline Segment’s geographic scope.

2. MAINTENANCE, OPERATIONS, REPAIR, EMERGENCY RESPONSE, AND CAPITAL IMPROVEMENTS

Cascade and the District shall develop a District Pipeline Segment memorandum of understanding ("Pipeline MOU") between the two Parties to determine how best to implement this Agreement to ensure adequate water supply and water quality. The Pipeline MOU:

i. Shall include information on Cascade's and the District's respective responsibilities for maintenance, operation, repair, emergency response, and capital improvement on the District Pipeline Segment and cost reimbursement; and

ii. May be modified as needed through each Party's designee as long as the Pipeline MOU complies with the terms of this Agreement.
3. **CASCADE**

A. Cascade is responsible for the maintenance, operation, repair, emergency response, and capital improvement of the Pipeline facilities and is contracting out the maintenance, operation, repair, and emergency response work for the District Pipeline Segment to the District.

B. Cascade is responsible for the expansion, renovation, replacement, and/or improvement of the Pipeline facilities that must be solicited by competitive bid processes under Washington law (“Capital Improvement Project”) and will provide the District with the right of first offer for capital improvement projects on the District Pipeline Segment.

C. This Agreement does not delegate Cascade's responsibility under the Cascade 2012 Agreement for the delivery of water supply and the water quality of such supply to any of its Members.

4. **THE DISTRICT**

A. The District shall maintain, operate, repair, and respond to emergencies on the District Pipeline Segment, on behalf of Cascade, in accordance with the Pipeline MOU described in Section 2 of this Agreement.

B. Pursuant to Section 3.B of this Agreement, the District shall have first right of offer to provide Capital Improvement Project services for expansion, renovation, replacement, and/or improvement of the District Pipeline Segment, should these services be needed by Cascade.

C. The District may utilize contractors, consultants, vendors, and other third parties to maintain, operate, repair, respond to emergencies, and perform capital improvements on the District Pipeline Segment.

D. The District agrees to coordinate and cooperate with Cascade on the maintenance, operation, repair and emergency response of Cascade's District Pipeline Segment to help Cascade ensure the delivery of water supply of quality and quantity in accordance with the Cascade 2012 Agreement.

5. **COST REIMBURSEMENT**

A. Maintenance, Operation, Repair, and Emergency Response: Cascade shall reimburse the District for all time and materials and third party expenditures/billables (e.g. power bills) used to perform the required maintenance, operation, repair, and emergency response of the District Pipeline Segment in accordance with this Agreement. The District shall charge and Cascade shall pay for the services provided in accordance with the District's current labor bill out rates. The labor bill out rates are updated annually by the District and Cascade shall pay the current hourly charge per the current District labor bill out rates.

B. The District shall provide Cascade with regular invoices for all costs associated with providing maintenance, operations, repair, and emergency response services. The
frequency of invoicing and the information required in the invoices for maintenance, operations, repair, and emergency response shall be established in the Pipeline MOU.

C. Cascade shall pay invoices within 30 days of receipt. Invoices not timely paid shall bear interest at the rate of one (1) percent per month until the amount of such invoice, plus any interest thereon, shall be paid in full.

6. LIABILITY/HOLD HARMLESS

The Parties shall mutually indemnify, defend, and hold the other Party, its officers, agents and employees harmless from and against any and all claims, losses, or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of each Party, its officers, agents and employees, in the performance of this Agreement. As to claims against either Party, its officers, agents and employees, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of said Party. In the event of concurrent negligence, this obligation to mutually indemnify, defend and hold the other Party harmless is valid and enforceable only to the extent of the negligence of each Party, its officers, agents and employees.

7. DISPUTE RESOLUTION

Both Parties to this Agreement shall use every reasonable effort to resolve any issue arising under this Agreement or any dispute regarding the eligibility of costs for reimbursement by Cascade. In the event the Parties are not able to resolve a dispute arising under this Agreement, the issue shall be directed to the Chief Executive Officer (“CEO”) of Cascade and the General Manager or other designee of the District for resolution. In the event that resolution is still not reached, the Parties shall hire an independent, trained, and mutually acceptable mediator to mediate the dispute. If the Parties cannot agree upon a mediator within ten (10) business days, either Party may petition a judge of the Superior Court of King County appoint such a mediator. The cost of the mediator will be shared equally by the Parties. In the event that resolution cannot be reached through mediation, the Parties make take the necessary steps to resolve the matter in the Superior Court of King County.

8. AUTHORITY

By signing this Agreement, each Party certifies that it has the authority to bind its respective governing bodies to all of the terms and conditions of this Agreement.

9. MODIFICATION

This Agreement may only be modified by written instrument signed by both Parties. Modifications to the Pipeline MOU or agreements for the District to provide Capital Improvement Project delivery services to Cascade on the District Pipeline Segment do not require modifying or amending this Agreement.
10. TERMINATION

This Agreement may be terminated by either Party upon giving the other party six (6) months prior written notice. The provisions of Section 6 of this Agreement shall survive termination of this Agreement.

11. PRIOR AGREEMENTS

As of the Effective Date, this Agreement shall supersede and replace the 2010 Operations and Maintenance Agreement.

12. EFFECTIVE DATE

This Agreement is effective upon the date of last signature below.

[Signature pages follows]
CASCADE:

CASCADE WATER ALLIANCE,
a Washington municipal corporation

By: ________________________________

Name: Ray Hoffman

Its: Chief Executive Officer

Date: 1-26-2023
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT:

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a Washington municipal corporation

By: ________________________________

Name: John C. Krauss

Its: General Manager

Date: ________________
EXHIBIT A
MAPS AND DIAGRAM OF PIPELINE

Map A. Cascade Water Alliance Pipeline and Appurtenances
Map B. Cascade Water Alliance Pipeline With Connections to Other Pipelines
Map C. Cascade Water Alliance Pipeline – Line of Demarcation Between Bellevue and Sammamish Plateau Water and Sewer District Responsibilities (Plan View)
Diagram 1. Cascade Water Alliance Pipeline – Line of Demarcation Between Bellevue and Sammamish Plateau Water and Sewer District Responsibilities (Elevation View)
Active Agenda
Item B

Growth Management Planning Council (GMPC) Debrief
by Commissioner Otal
Active Agenda
Item C

Discussion of Spring Board Retreat
Reports