LAKELAND VILLAGE WATER COMPANY - 2024 COMPREHENSIVE WATER PLAN

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on this1 day of August, 2023 between the LakeLand Village Water Company, PO Box 108, Allyn, WA 98524 hereinafter referred to as the "Client" and Engineering Services Associates Inc. of 210 N.E Cherokee Beach, Belfair, Washington 98528 hereinafter referred to as "Consultant"

Whereas the Client desires to engage the services of the Consultant to: Provide civil engineering services as shown in EXHIBIT A: LAKELAND VILLAGE WATER SYSTEM, 2024 COMPREHENSIVE WATER PLAN PREPARATION - WORK OUTLINE, PERSON HOUR ESTIMATE AND COST ESTIMATE TO PREPARE A NEW COMPPREHENSIVE WATER PLAN

The Client and Consultant for the mutual consideration hereinafter set forth, agree as follows:

I. OBJECTIVES AND SCOPE OF WORK

The Consultant agrees to perform certain consulting, design, advisory, and/or surveying services for the client as follows: SEE THE EXHIBIT A

II. PATIVENI
The Client agrees to pay the Consultant as compensation for services as follows.
A lump sum amount of \$
X Hourly - with a not to exceed without written authorization hourly budget of \$94,460.00 as shown in

EXHIBIT A.

II DAVESTAIT

III. STANDARD PROVISIONS

The standard provisions set forth in the Standard Provisions on the back of this agreement are incorporated into and made a part of this Agreement. Consultant and Client also agree to the following additional provisions.

The water system accounting, water rate study, and negotiations with the Washington Utilities and Transportation Commission are excluded from this contract NTE and are the responsibility of the owner. Billings for those additional services will be hourly at the contract rates.

ENGINEERING SERVICES ASSOCIATES INC.

CLIENT

STANDARD PROVISIONS

A. PAYMENT

The Consultant's expenses related to those costs incurred for the Client's project including, but not limited to, necessary transportation costs including mileage at Consultant's current rate, laboratory tests and analyses, plan sheet prints, copying and binding charges. Telephone expenses and other incidental office expenses shall be included in the consultant's hourly rate.

Technical or professional services provided by an outside source, other then the consultants Associate Firms Billing Rates listed in the Schedule of Billing Rates on Page 5 of this contract, will be billed at 1.05 times the invoice amount.

Bimonthly invoices will be issued by Consultant for all work performed under the terms of this agreement. If hourly, invoices will be based on labor and expenses incurred. Invoices are due and payable within forty five (45) days of date of invoice. Finance charged, computed by a "Periodic Rate" of 1 percent per month, which is an annual percentage rate of 12 percent (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts. Failure by the Client to remit payment or progress payments within ninety (90) days of date of invoice shall be sufficient reason for Consultant to stop work on the project and/or withhold delivery of completed work until payment is received of past-due invoiced amounts, finance charges, and any restart charges; and Consultant is satisfied further invoices will be paid within forty five (45) days of invoice. The Consultant may withhold delivery of any and all products until payment in full is received for said work.

The bimonthly invoices provided by the Consultant will outline the work performed to date and the charges for said work. In the event there is any dispute with regard to the invoice or billing by Client, such objection shall be forwarded in writing to Consultant within ten (10) days of the receipt of the invoice or the information contained in said invoice shall be conclusively presumed to be accurate and the Client agrees to pay according to its tenure.

The parties acknowledge and agree that any estimate of a total fee may not reflect the ultimate charges of Consultant. Each party recognizes the inherent difficulty in any predetermination of the amount of services required for a particular project. This contract will be subject to a "not to exceed" budget. Where a specific scope of work and budget for a project has been established, written authorization must be given by the client to exceed the estimated cost of services.

The SCHEDULE OF BILLING RATES included with this contract includes hourly rates and a cost schedule for mileage, printing, other expenses. The rates and expenses stated in the SCHEDULE OF BILLING RATES are valid for one year from the date of this contract. Hourly rates and expense costs will be negotiated with the client on an annual basis in order to reflect the increased cost of doing business in the State of Washington.

If a retainer is received, it will be credited to the final invoice unless prior arrangement has been made between Client and Consultant.

If at any time, present or future, the state or local government assesses a sale or use tax for any of the services performed by the Consultant and/or its sub-consultants under this Agreement, the Client agrees to directly pay such taxes, or should Consultant pay such taxes directly, then the Client agrees to reimburse Consultant in full. Such reimbursement shall be additional to the amount(s) specified in the Payment, Section II of this Agreement.

In accordance with RCW 60.48, Lien for Engineering Services, the Consultant may lien the real property associated with this Agreement for the collection of unpaid balances at such time as any unpaid balances are sixty (60) days past due.

B. EXTRA WORK

The Client may desire to have the Consultant perform work or render services other than those provided in Objectives and Scope of Work outlined in this Agreement. If not covered by a separate scope of services and cost proposal, this work will be considered Extra Work. Payment for all Extra Work performed under this Agreement shall be on an hourly basis plus expenses in accordance with the attached or any subsequent Schedule of Billing Rates. Charges for outside services, expenses, and sub-consultant work, other than the billing rates for Associate Firms listed Schedule of Billing Rates on page 5 of this contract, will be billed at 1.05 times the invoice amount.

If Extra Work should be requested by Client, such request shall be evidenced by a written supplement signed by Client authorizing the Extra Work. However, in the event that it is not practical for the parties to make a written supplement for the Extra Work, then the oral authorization of Client shall be sufficient to bind the Client to pay for Extra Work according to the Schedule of Billing Rates plus reimbursable expenses.

C. TIME OF BEGINNING AND COMPLETION

Signing this form is authorization by the Client for the Consultant to proceed with the work.

D. DELAY OF PROJECT

If the project is delayed by any circumstance beyond the control of the Consultant for a period of thirty (30) days or longer during the progress of this work the contract amount may be increased to cover the impact of archiving and restarting the work.

E. PROFESSIONAL STANDARDS

The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in Consultant's community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement. The Consultant makes no other warranty, express or implied.

When the scope of work for this contract is or includes the planning and/or design of an on-site wastewater treatment and/or disposal system, the consultant does not represent nor warrant the operation or proper functioning of the system for any period of time unless the Owner retains a registered on-site maintenance and operation company and complies entirely the recommendations of the maintenance company and the is conformance with the system design criteria.

F. GOVERNING LAW AND VENUE

Unless otherwise provided, this Agreement shall be governed by the laws of the State of Washington. Unless otherwise agreed, venue for any action shall be Mason County, Washington.

G. SAFETY AND CONSTRUCTION

Consultant shall not be responsible for construction means methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the contractor(s) and any subcontractors.

H. TERMINATION

Either the Client or the Consultant may terminate this Agreement by giving thirty (30) days written notice to the other party. In such event, Consultant shall forthwith be paid in full for all work authorized and performed prior to effective date of termination and all expenses incurred or committed to that cannot be canceled. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

Consultant also has the right to complete, at Client's expense, the tasks and records Consultant considers necessary to protect its professional reputation. A termination charge may also be made to cover administrative and incidental costs related to the work.

I. LEGAL RELATIONS

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be submitted for mediation prior to the commencement of other adjudicatory procedures.

This dispute resolution procedure shall be implemented in any matter by written notice given by any party to the other party or parties to this Agreement. The notice shall contain a statement of the nature of the dispute and the remedy sought. The parties shall make their principals available for a period of two (2) consecutive days during the thirty (30) days following the giving of notice of intent to mediate with the other parties in the dispute.

Unless agreed upon otherwise by the parties signatory to this contract, the location of the mediation shall be Belfair, Washington.

If a settlement is agreed upon through mediation, the parties may agree that the settlement be reduced to writing and that the mediator shall be deemed to be arbitrator for the sole purpose of signing that written settlement agreement which shall then have the same force and effect as an arbitral award.

In the event mediation fails, and legal action is brought by the Client or the Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, then the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in any action brought by either party under the terms of this Agreement.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be governed by the laws of the State of Washington.

The Client agrees to limit the Consultant's liability to the Client due to Consultant's professional negligent acts, errors or omissions such that the total aggregate liability of the Consultant to all those named shall not exceed the \$50,000 or the amount of the total professional services fee paid ESA Inc., whichever is less.

J. COST ESTIMATES

Any cost estimates provided by the Consultant will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures the Consultant cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

K. REUSE OF DOCUMENTS

All documents including reports, drawings and specifications prepared or furnished by the Consultant pursuant to this Agreement are instruments of service with respect to the project and the Consultant shall retain an ownership and property interest therein whether or not the project is completed. Such documents are not intended or represented to be suitable for use or reuse by the Client or others on the project, on extensions of the project, or on any other project without Consultant's participation. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Consultant and the Client shall defend, indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

L. SEVERABILITY

If any term, condition or provision of this Agreement or the application to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected, but shall instead remain valid and enforceable.

M. PUBLIC RECOGNITION

During development, construction, or upon completion of the project, the Consultant's name will be included on any public recognition/project identification display indicating design team, owners, and/or financiers.

N. COMPLETE AGREEMENT

This Agreement supersedes all verbal and other written understandings and agreements and constitutes the complete and final understanding between Client and Consultant.

SCHEDULE OF BILLING RATES

Personnel Hourly Rates

Principal Engineer \$200

Assistant Engineer \$120

Professional Land Surveyor \$175

Two Person Survey Crew \$225

Engineering Technician \$115

GIS Technician \$125

STANDARD EXPENSE BILLING RATES

Auto Mileage \$.62 a mile 36x24 Prints \$5.00 each Laser printer or Xerox Copies - \$.05 each Color Copies - \$0.50 each

WORK OUTLINE, PERSON HOUR ESTIMATE AND COST ESTIMATE TO PREPARE A NEW COMPPREHENSIVE WATER PLAN 2024 COMPREHENSIVE WATER PLAN PREPARATION EXHIBIT A: LAKELAND VILLAGE WATER SYSTEM

2.4	2.3	1:1	3 1	2			1.6	1.5		1 2) i	1 1 1		T	Τ-	. T	1	T	0.5	4.0	>	0.3	0	0.7
Population, Household, and Employment Projections	Land Use and Zoning	Flailing Area	Introduction	CHAPTER 2: BASIC PLANNING DATA	Novi olivo in olivo	TOTAL HOLLES THIS TASK	Standard Policies	Policies Policies	Motor Charles	Related Diago	System Background	Ownership	CHAPTER 1: DESCRIPTION OF THE WATER SYSTEM	- OTAL HOURS THIS TASK	Comprehensive Plan	Readable summary of	7	TOTAL HOURS THIS TASK	72					2.1 Study the existing comp plan
Update Current Plan	Update Current Plan	Update Current Plan	Update Current Plan	PROPOSED APPROACH		Update Current Plan	Update Current Plan	Update Current Plan	Update Current Plan	Update Current Plan	Update Current Plan	Update Current Plan	PROPOSED APPROACH		complete complete	PROPOSED APPROACH							Study the existing plan and	PROPOSED APPROACH
4	-		_	HOURS	24	5	2	>	0	12	2	2	HOURS	2	2	HOURS		28		4		000	16	PRINCIPLE
				HOURS	0								ASSISTANT HOURS	8	8		C	n o	40	4	2	2	8	ASSISTANT
Use format from the Belfair Comp Plan with LLV growth projections.	Discussion with updated graphics	Prepare New Graphic		COMMENTS		Mention ERU approach	Revise Current Water Rates	No change	Allyn Water System Issues	A recount and update			COMMENTS		For WSDOH convenience	COMMENTS			line	Meeting with Regina and staff on	A whole bunch of new regulations	This spreadsheet and cost	27 years of	CONSULTANTS COMMENTS

3.6		3.4	<u>မ</u> မ	3 2	<u></u>				2.8	1 2	2.6	2.5
Hydraulic Model - Update n	Storage Capacity Analysis	nation -	Water Source Analysis	Water Quality Analysis	Water System Design Standards	ANALYSIS	CHAPTER 3: WATER SYSTEM	IOIAL HOURS THIS TASK	and 2023 Plans	Comparison between the 1008	Water Accounts	
model for the system. Joint numbers, pipe lengths, pipe sizes, number of services per segment.	Update Report. We will have to build a point	I do not remember any system chlorination at LakeLand Village	From Operations: flow rate for each well, and any limitations on the wells.	Using information from periodic testing over past five years. Relates to Chapter 6.3, water quality monitoring.	Current Plan plus Regulation Revisions	PROPOSED APPROACH				Update Current Plan	Update Current Plan	Determine number of connections over the next 20 years based on development plan. Adjust usage per connection based on efficiency goals. Show usage with and without water use reductions.
4	æ	0	16	ω	4	HOURS		32	2	4	4	16
	8	0				HOURS		0				
USE EXISTING												
Not in this update. Use verbal description of future changes.	May need to expand and update the 2017 storage analysis	Is WSDOH trying to make you chlorinate. Hopefully not. This discussion would be to protest of that idea.	Will have to update existing. Mostly verbal. Maybe repair records.	We may have to have additional WQ testing done.	Question: Are you going to allow developers to expand your water system? If so, will need an developers water system extension quide	COMMENTS			The second of Locolus.	Recalculation of the ADD, MDD,	Need big help from Lauri on this task	Future Development Mapping update.

COMMENTS	WYLLIE	HOURS	PROPOSED APPROACH	WATER PROTECTION	¥ Ç
emedicabout IIII.	20	40			
None likely but WSDOH can be		0	Allyn	HOLIRS	7
fail. With emergency power.		,	None are logical except for	Interties	4.11 Int
WAC 246-290-420. Note; It is unrealistic to assume all the wells	4	4	Develop plan for maintaining service if wells fail.	Water Shortage Response Plan s	4.10 W
Mostly from Steve Anderson and		2	Operations	Water Supply Reliability Analysis	4.9 W
LLV WC needs to capture the 300 GPM they have not used of the		2	Not sure here. Could be easy.	-	
Flow info from 3.3 Water Source Analysis.		16	Determine if supply is sufficient for expected use for next 20 years.	Source of Supply Analysis	4.7 S
Must be <10% leakage, target of 5-6% may be reasonable.		4	Establish leakage standard, and a plan to achieve. Must have reporting	and action plan	4.6
Will just say they do.	4	2	practice meets WSDOH expectations		4.5
All services metered. Increase metering at Wells 2 and 5.		2	and planned additional metering Determine if current reporting		
comment comment	4	2	water users Document current metering		
Comment Comment	4	2	water users Develop in consultation with	Efficiency measures	
detection and repair program.			Develop in consultation with	Efficiency goals	4.2
Major part of the plan: Increase	4	4	The LLV Water System must establish a plan to reduce	Development and Implementation	4.
COMMENTS	HOURS	HOURS	PROPOSED APPROACH	EFFICIENCY AND WATER RIGHT ANALYSIS	
	0	7			
costs.	0	64		TOTAL HOURS	
WSDOH will want a schedule and		8	A comp plan update.	Summary of Deficiencies	3.8 8
Use existing description		16	We already know what needs to be done. More detail and cost estimates for the needed improvements.	Distribution System Analysis - Update	3.7

Write up the key elements of the existing plan that need to be revisited		ω	Prepare Table or Chart	Comprehensive Plan	7.1 C)
COMMENTS	HOURS	HOURS	PROPOSED APPROACH	FACILITIES PLAN Review of the 1998	
				CHAPTER 7: CAPITAL	C
To a supposition	48	2		TOTAL HOOKS	-
Will Require LLV staff support and	4	N	Will copy from BWD report where we can.	M Deficiencies	6.10
Will Require LLV staff support and participation	4		Will copy from BWD report where we can. Most of this diabons is soon		0.3
Will Require LLV staff support and participation	4		Will copy from BWD report where we can. Most of this dialogue is new -	Recordkeeping, Reporting and	
participation			Most of this dialogue is new -		
Will Require LLV staff support and	4		Most of this dialogue is new - Will copy from BWD report	Cross Connection Control Program	6.7
Will Require LLV staff support and	4		Will copy from BWD report where we can.	Safety Procedures	6.6
Will Require LLV staff support and participation	4		Will copy from BWD report where we can Most of this dialogue is new	ring gailty nesponse	
participation			Most of this dialogue is new -		л л
Will Require LLV staff support and	4		Will copy from BWD report	Coliform Monitoring Program	6.4
Will Require LLV staff support and participation	4			Monitoring	6.3
Will Require LLV staff support and participation	∞		use, as their system differs from the LLV system Most of this dialogue is new.	Maintenance Comprehensive Water Ownit-	6.2
WAC 246-290-415 and 246-290-654(5) Will Require LLV staff support and participation	00		Most of this dialogue is new - Will copy from BWD report where we can.	Water System Management and Personnel	بر ف
COMMENTS	HOURS	HOURS	PROPOSED APPROACH	CHAPTER 6: OPERATION AND MAINTENANCE PROGRAM	
	24	4			
diagram. WAC 246-290-135			याच्या प्राच्या रिज.	TOTAL HOURS	Γ
Add Well #6. I think I have a	24	4		Well Head Protection Program	01

See also decognitarit	4	4		TOTAL HOURS	-
This task must be completed by the LLVWC staff and accountant	4	4	Obtain from LLV staff.	past income	1 a :
COMMENTS	HOURS	HOURS	PROPOSED APPROACH	Statement Report detailing post in a	
				Appendix E - Financial	A
	88	8		IOTAL HOURS	-
Pretty much completed already	ω	œ	Update data and calculations. Show existing graph.	llysis of existing apacities	D
COMMENTS	HOURS	HOURS	PROPOSED APPROACH		OP
	0	12			
Revise for Division 15 and 16	0	12	opuale drawings		_
COMMENTS		HOURS	PROPOSED APPROACH	Appendix C – Existing and Proposed Water System Drawing of entire system	2
	0	000			
additorial cost.				TOTAL HOURS	_
If the WSDOH requires remodeling of the system - likely a \$30,000		∞	existing report - no modeling proposed	System Modeling for various fire and demand scenarios	<u>7</u>
COMMENTS		HOURS	PROPOSED APPROACH	Analysis	
				Appendix B - Hydraulic	
G Or or Gramilyo.	0	16		CONTROOKS	
We can only provide and approximate locations of the existing sewer, power, telephone, cable and internet. Import the existing CAD drawing.		ω	Show the existing utilities on the as built drawings.	Utility conflict analysis - existing utilities.	A.2
Use existing drawings. Mostly prepared. More detail than that		œ	Existing Utility Drawings	As-built drawings	A.1
COMMENTS	HOURS	HOURS	PROPOSED APPROACH	Appendix A	
	0	4			
				TOTAL HOURS	
	0	4	the future for golf course	FUTURE AGREEMENTS	10.2

Estimated total Project Cost	\$ 94,460.00			TO THE PROPERTY OF COOLS	
	\$ 500.00			TOTAL PROJECT COSTS	
This work will be an add on to the normal annual water system accounting and system financial analysis.	BY CLIENT			SYSTEM ACCOUNTING - RATE INCREASE ANALYSIS NEEDED TO SUPPORT FACILITY IMPROVEMENTS	
WSDOH revisions are a big unknown. This is just a budget.	\$ 5,000.00			ON REVISIONS TO THE REPORT- BUDGET	
	Use existing			WORKING WITH THE WEDGE	1
	\$ 22,560.00	\$ 66,400.00		MODELING	
	\$ 120.00	\$ 200.00	HOURLY LABOR RATES	PROJECT COST ESTIMATE TOTAL LABOR HOURS	
	188	332		ESTIMATED TOTAL HOURS FOR COMPREHENSIVE PLAN PREPARATION	
	0	4		TOTAL HOORS	
Will have to format		4	Use Division 12 (EIS) and Division 15 geotechnical report		=
COMMENTS	HOURS	HOURS	PROPOSED APPROACH	Appendix I - Soils Report	
	4	4		CONO	
From LLV staff WSDOH reporting	4	4	records water use	Water use for the past five years	1 = 3
COMMENTS	HOURS	HOURS	PROPOSED APPROACH	Appendix H – Historical Water Use Data	
	0	8		- CONTRICONO	
However, Wells 3 and 4 really do need a new well house or houses	0	œ	we should not have to develop drawings for wells 1 thru 5. Photo's would be nice. Visit with Steve.		6.1
COMMENTS	HOURS	HOURS	PROPOSED APPROACH	Appendix G - Water Source Well Drawings	
	0	4		TOTAL HOURS	
	0	4	Obtain from LLV		3
COMMENTS	HOURS	HOURS	PROPOSED APPROACH	Performance Report	
	and the same of th			AMMONATO MINTE	