



Engineering • Management • Planning
P.O. Box 123 • Port Orchard, WA 98366 • 888-881-0958 • 360-876-0958

September 4, 2025

Paradise Estates
William James
wjames5851@gmail.com

Re: Paradise Estates Group A Community Water System (ID 66125T), Pump
Evaluation

Dear Paradise Estates,

Thank you for contacting us regarding the booster pumps on your water system. I understand the pumps have challenges maintaining constant pressure during peak system demand. The current configuration is an alternating lead/lag setup with the lead pump changing every 24 hours. However, the alternating aspect of the lead/lag configuration has only been in place for less than a year. The system is concerned about the age of the original lead pump since it has significantly more run time compared to the other pump and there are concerns about capacity of the existing pumps being able to meet system demand.

This proposal covers effort for an evaluation of system demands, review of the existing pump capacity, and recommendations. If a change in equipment is necessary, this will require a project report to Washington State Department of Health and will be covered under an addendum or separate proposal.

The proposal includes a copy of this cover letter, Exhibit A, Scope of Work; Exhibit B, General Provisions, and Exhibit C, Standard Provisions. Please review all three exhibits thoroughly. We do our best to match the proposed scope of work to what we anticipate our client's needs to be. Please don't hesitate to contact me to discuss the proposal and amend as necessary to ensure that we correctly scope your project, particularly based on the desired level of coordination and project management to be provided by NWS. Your signature on the Scope of Work acknowledges receipt of those exhibits and your acceptance of the proposed Scope of Work and payment terms. We will work with you to keep critical path items moving, and to assist you toward completion of the water system in a timely fashion.

Please let us know if you have any additional questions or need more information.

Sincerely,
NORTHWEST WATER SYSTEMS, INC.

Lydia Bower

Lydia Bower, P.E.
Lead Engineer

\ Cc: Projects\Pending\Paradise Estates Pump Evaluation Proposal

EXHIBIT A: SCOPE OF WORK

Prepared for:
Paradise Estates

Northwest Water Systems is prepared to provide services to evaluate existing water system infrastructure and make recommendations for upgrades or modifications. We estimate that the following scope of work will be required:

Introduction

The following scope of work delineates tasks to be performed as part of the agreement between Northwest Water Systems, Inc. (Consultant) and Paradise Estates (Client).

The Client desires to have an engineering evaluation of the existing booster pump capacity and system demands. This requires a report for use by Paradise Estates to make decisions; the evaluation is not intended for submission to the Department of Health (DOH).

Project Assumptions:

- This is a straightforward project with no unusual features.
- The system is approved and is not increasing the number of approved connections.
- The evaluation is for the booster pump capacity and system peak demands only.
- The Scope of Work does not include surveying or electrical drawings.
- Design effort for proposed system changes will be covered under an addendum or separate proposal.
- The evaluation is for the system's internal use only and will not be submitted to a regulatory agency.
- Client is able to provide water system demand information for existing connections (i.e. meter records and part time occupancy.)
- Client is able to provide basic system information (e.g. site plans, existing infrastructure, water well report, etc.)
- A full hydraulic analysis is not required.
- See General Provisions for additional project assumptions.

If any of the above assumptions are incorrect, Northwest Water Systems can provide the necessary services to remedy the discrepancy on a time and materials basis as an addendum to the proposal.

Initial Site Visit

- Review available data
- One (1) site visit

Booster Pump Evaluation

- Brief capacity analysis to determine system demands
- Review existing installed equipment
- Recommendations for component replacement and/or upgrades
- Answer one round of questions following system review of report

Deliverables

- 1 Electronic Copy

Estimated Level of Effort:

Initial Site Visit	5 hours
Booster Pump Evaluation	20 hours
Total:	25 hours

The project shall be completed on a time and material basis as defined in the General Provisions. We anticipate the project cost to be \$4,500. However, other costs are included as contingency. The project is **not to exceed a total cost of \$5,500** without prior approval of the customer, based on demonstration of additional scope. A **\$1,500 retainer** will be required to commence work. The actual cost of the project may be less, especially if the client provides timely, clear, and efficient communication and information. The above estimate is based on recent similar projects. Providing information in an organized and timely manner and maintaining one primary contact throughout the project will help ensure the project stays on time and within budget.

We are prepared to schedule work upon receipt of a signed copy of this contract. We will diligently pursue completion of the Scope of Work, with the completion date being principally governed by the ability to obtain required information and review and approval times from government agencies.

Northwest Water Systems endeavors to always provide the maximum value possible for our clients. First and foremost, we seek to protect public health through design, planning, and application of our expertise. Second, we design to provide the desired level of water service with the best overall lifecycle value. We do this by scaling to the size and needs of the customer's water system, and by keeping facilities and operation simple but robust. We leverage our experience, planning for, managing, building, and maintaining water systems to ensure our designs minimize maintenance and operational effort and can be constructed cost efficiently.

We tailor our consultant approach and level of effort to the customer's needs. Many small systems require only basic design or planning work with little detail. Larger projects are typically more complex and may require a much higher level of detail, as well as oversight, planning, and coordination.

In order to keep our planning and engineering costs down we provide an a-la-carte approach and we allow our customers to tell us what they need or desire. All projects have minimum requirements that must be met; however, we are able to adjust our contract to provide for any level of effort or scope of project desired by the client. For some clients, the bare minimum is ideal. Other clients prefer additional detail, or simply some extra time from our engineers and planners to participate in client meetings and dialog or to provide more oversight and direction for less experienced installers. In many cases we are able to act as the prime contractor and take care of all aspects of the project, including all engineering and environmental work, obtaining project financing, permitting, construction bids, construction management and acceptance. We can possibly even provide construction services, if you do not already have a contractor with whom you are working.

We tailor our proposals based on information from our clients and our anticipation of their needs. We ask that our clients carefully read the Scope of Work to ensure they thoroughly understand exactly what is and what is not included in this agreement. If you have any questions, please ask. We are more than happy to adjust the Scope of Work or provide an addendum to our scope of work to better meet your needs. We do not want any surprises for our clients, so please help us to create an agreement that best meets the engineering and planning needs of your water system.

We look forward to working with you on your project.

Prepared By: Lydia Bower

Date: September 4, 2025

Prepared on behalf of NWS as Title: Lead Engineer

Accepted By: _____

Date: _____

Printed

Title

Authorized Project Contact:

The following individual is the Client's Designated Contact and has the authority to make decisions regarding the project on behalf of the Client:

Name: _____

Phone: _____

e-mail: _____

Please provide billing contact information below for financially responsible party:

Company Name: _____

Accounting Contact: _____

Address: _____

Phone Number: _____

Email: _____

END SCOPE OF WORK

2025 Schedule of Fees

Professional Service Rates	Rate (per hour)
Senior Engineer	\$230
Project Engineer	\$175
Project Manager, Planner	\$175
Field Supervisor	\$175
Field Staff	\$141
Administrator	\$107
Expert Witness, Testimony	150% of above rates
For multi-year contracts, labor rates may be adjusted annually to PPI for engineering industry.	

Standard Fees	Rate
Laboratory Expenses	cost + 15%
Subcontracting Expense	cost + 15%
Travel	hourly + IRS Rate
All Other Direct Expenses	cost + 15%
Per-diem	Prevailing State Rate*

Field Equipment	Rate
Water Level Transducer (each)	\$50/day, \$300/week
Manual Well Sounder	\$50/day
Hydrostatic Test Pump	\$150/day
GPS	\$50/day
Ultrasonic thickness gauge	\$50/day
Misc. Fittings	\$25/day
Rented Equipment	rental fee +15%
Other Equipment	Approx. 5% equipment cost

*rate in place at time of service

EXHIBIT B: General Provisions

The following general provisions shall apply unless explicitly defined otherwise in the scope of work:

- 1) This is a straightforward project with no unusual features. Any design, planning, troubleshooting, consulting, or other services not explicitly defined in the scope of work are excluded. The scope of work may be amended to include additional required services as applicable.
- 2) The owner and their representatives are willing to cooperate with Northwest Water Systems and provide accurate information in a timely manner.
- 3) The Scope of Work and level of effort defined in this agreement assumes the Client's needs can be met using the standard approaches as recommended in the current (at the time of submission) Washington State Department of Health Water System Design Manual. Any effort expended to meet the Client's needs through allowable exceptions, alternative approaches, or other non-standard design techniques or "negotiations" with the WSDOH is not included in the Scope of Work, unless specifically described and will constitute additional effort outside the proposed design fee.
- 4) Water meter data will be provided in Microsoft Excel and shall be accurate and provided in an organized manner. Unavailable or missing meter records or meter records not meeting these requirements may require additional effort and will be billable on a time and materials basis outside of the defined Not-To-Exceed amount or any flat rate bids.
- 5) Well approvals require wells meet applicable setback and construction requirements and that legible well logs be provided by the Client for all wells to be approved. Wells without logs or not meeting setback or construction requirements may be approvable on a case by case basis; however additional fees for hydrological evaluation, variances, or additional research or correspondence will be necessary.
- 6) Design fee hours and expenses will be billed on a monthly basis or at completion of major milestones and will be paid in full prior to the completion of construction approval. Unless otherwise explicitly defined, fees payable to government agencies and other services, such as surveying, water sampling, and recording documents, are the client's responsibility. The design fee includes normal copying, blueprinting and document preparation costs. Additional copying, blueprinting or other reimbursable expenses such as lab fees will be invoiced at cost plus 15% to cover taxes and handling.
- 7) Unless otherwise defined in the scope of work, system water use will fall under the Permit Exempt well water limitations, or the system has adequate water rights. If utilizing the permit exemption, the Client should familiarize themselves with applicable criteria; in brief, the exemption allows use of up to 5,000 gpd residential, 5,000 gpd industrial, stock watering, and irrigation of up to ½ acre lawn and non-commercial garden. Extra analysis associated with maximizing Client's intended use beyond what is typically allowed according to WSDOH default standards will constitute additional Scope of Work.
- 8) Unless otherwise defined in the scope of work, all design documents are intended for approval of the governing agency and does not include bid documents or detailed installation drawings or cost estimates. This scope of work does not include fitting by fitting schematics or electrical diagrams and assumes the installing contractor has a familiarity with this type of work. Should they be necessary, detailed diagrams and schematics can be prepared and shall be billed on a time and materials basis at the current hourly rates.
- 9) The installing contractor shall coordinate with Northwest Water prior to beginning the construction phase of the project to discuss the installation and help avoid the expense of additional site visits.

- 10) Water Quality Samples and Pump Tests (if and as necessary) are not included unless specifically defined in the scope of work. If necessary, these services can be provided on a time and materials basis via addendum to the scope of work.
- 11) Pump tests provided by others are assumed to be accurate and complete enough to meet regulatory requirements and best practices. Any additional data reduction, data correction, explanation of unusual results, or hydrological analysis or reports not explicitly included in the scope of work will be billable on a time and materials basis outside of the defined Not-To-Exceed amount or any flat rate bids.
- 12) Any fire suppression system design will be provided by others. Unless specifically defined in the scope of work, if fire protection is required, a standalone fire suppression system will supply any fire suppression flow and will not impact the water system design other than specification of backflow prevention to protect the drinking water system.
- 13) State and local regulators will not change the Scope of Work from that which is outlined below.
- 14) The client will not request any significant change in design approach, project scope, or system layout unless the engineer has recommended such a change.
- 15) If included in the scope of work, the Consultant will prepare draft recordable documents ready for client's legal review. Northwest Water Systems is not a legal firm and cannot provide legal advice or legal services; however, not all attorneys are well versed in the requirements specific to water systems. Therefore we make available draft recordable documents to our clients as a courtesy to assist their legal counsel; Northwest Water Systems Inc. makes no guarantee and is not responsible for content or format of draft recordable documents; if draft legal documents are utilized, the client or the client's legal council assumes all responsibility.
- 16) Northwest Water Systems, Inc. provides notary service to our clients by appointment at our Port Orchard office at no cost. Northwest Water System's may also provide recording services on a time and materials basis. The client is responsible for format and content of all recorded documents. Improperly formatted or inaccurate documents may be rejected by the county auditor or may result in added charges.
- 17) The scope of work does not include equipment purchase, installation, startup, or testing. An estimate and proposal for construction and installation may be provided upon request after approval of engineering documents if you do not already have a contractor with whom you are working.
- 18) All installation of equipment and startup will be carried out by a qualified party familiar with public water systems. The client will be liable for any correspondence, requests for clarification, or additional inspections or otherwise increased level of effort caused by the client performing any installation or contracting installation with any contractor not familiar with public water system installation, operation, and regulation.
- 19) Unless otherwise defined in the scope of work, assistance with funding is not included but may be provided upon request via addendum to the scope of work.
- 20) Unless otherwise defined, scope of work includes designs and reports as necessary to receive approval from state or local health departments. Unless explicitly included in the scope of work, the following services are excluded: project management, geotechnical analysis, stormwater design, surveying, cultural review, landscape design, stream and wetland review and delineation, grading design and reports, electrical design or engineering, design of roadways or utilities besides potable water, structural design and engineering, application for water rights, and permitting process aside from Health Department approval of water systems. Northwest Water Systems may provide these services or subcontract to others for these services upon request via addendum to the scope of work.
- 21) The Consultant has a standing service agreement with a Licensed Hydrogeologist. The Consultant endeavors to anticipate the need for the services of a Hydrogeologist and include such services in the scope of work; however, if in the Client's best interest due to emergent

conditions or findings the Consultant may request review and recommendations of the Hydrogeologist. The client will be liable for up to 4 hours effort on the part of the Hydrogeologist outside of the defined Not-To-Exceed amount or any flat rate bids. Any further level of effort by the Hydrogeologist shall require an addendum to the scope of work.

- 22) The Client shall designate a single point of contact for project liaison with the Consultant. All communication between the Client and the Consultant shall be with the designated point of contact. The Designated point of Contact is designated at the end of the Scope of Work. If no Authorized Representative/Designated Contact is identified by the Client, the addressee in the Cover Letter to this proposal shall be the Designated Contact by default unless otherwise defined in writing by the Client.
- 23) Unless otherwise explicitly defined in the scope of work, correspondence or meeting requests initiated by the client or the client's contractor or other consultants shall not exceed 5% of total estimated project hours. All communications beyond 5% of estimated project hours or as otherwise defined in the scope of work are out of scope and will be billable on a time and materials basis outside of the defined Not-To-Exceed amount or any flat rate bids.
- 24) Site visits and inspections are outside the scope of work unless explicitly included. A minimum of one (1) site visit is required for the final Completion of Construction Report required by the WSDOH if the engineering services include a project that requires construction. Additional site visits may be necessary for inspections during construction, observation of the hydrostatic test and disinfection, or re-inspections due to improper equipment installation. Larger projects and projects completed in phases typically require multiple construction visits.
- 25) All hours are billable for time and materials line items, including time required for research, correspondence, meetings, design, technical writing, testing, and transit time to and from the Consultant's base of operations for any site visits, inspections, testing, laboratories, meetings, or as otherwise necessary. Hourly charges are periodically adjusted (typically in February) and approximately follow inflation.
- 26) Should the not to exceed limitation or level of effort limitation for any flat rate item be reached the Consultant shall suspend all further effort and shall make every effort to work with the client to determine the reason the additional effort is required and reach an agreement to proceed. Progress will resume upon approval of an addendum to the scope of work or as otherwise agreed.
- 27) Any new water system located within or adjacent to an existing Group A public water system must receive a denial of service prior to pursuing approval of a new water system. All public water systems approved after July 22, 1995, are required be managed and operated by an approved Satellite Management Agency (SMA). A complete list of approved SMA's can be found at https://www.doh.wa.gov/Portals/1/Documents/4200/sma_list.pdf . Unless specified otherwise, it will be assumed that Northwest Water Systems, Inc. will be the Satellite Management Agency.

EXHIBIT C: STANDARD PROVISIONS

A. Payment

Payment is due as specified in the Contract to which these Standard Provisions are attached. Signing of the Contract by all parties signifies agreement with the payment schedule. Northwest Water Systems, Inc. expenses related to those costs incurred for the client's project including, but not limited to, necessary transportation costs, laboratory tests and analyses, sub-consultant services, printing, copying and binding charges shall be invoiced as reimbursable expenses. Reimbursement for these expenses shall be on the basis of 1.15 times actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Northwest Water Systems, Inc. Unless otherwise provided for in the contract, Reimbursable Expenses are in addition to the estimated fee.

The parties acknowledge and agree that any estimate of a total fee may not reflect the ultimate charges of Northwest Water Systems, Inc. Each party recognizes the inherent difficulty in any predetermination of the amount of services required for a particular project. All changes to the Scope of Work or to the Fee shall be accomplished through numbered Change Orders signed by all parties. If a retainer is received, it will be credited to the final invoice unless prior arrangement has been made between client and Northwest Water Systems, Inc.

All past due invoices are subject to a 1.5% per month late charge calculated and applied the day following the due date. Subsequent late charges are calculated based on the invoice amount plus any previous late charges.

B. Time of Beginning

Signing of the Contract is authorization by the client for Northwest Water Systems, Inc., to proceed with the scope of work.

C. Delay

The Consultant will not be responsible for damages or be in default by reason of delays caused by factors beyond Consultant's reasonable control. The Consultant will schedule work and shall endeavor to complete the scope of work in a timely manner; however, unless explicitly defined in the scope of work consultant is in no way bound by any explicit or implicit schedule or deadline.

D. Professional Standards

Northwest Water Systems, Inc., shall be responsible to the level of competency presently maintained by other practicing professionals in the same type of work in the community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under the attached Contract.

E. Project Documents and Site Information

Prior to commencement of Services, Client will provide Consultant all relevant information reasonably available to the Client. Consultant may rely on the Client supplied information.

F. Change of Conditions

Scope of work has been prepared based on the Client's representation of available documents and existing conditions. Any additional effort required by inaccurate or incomplete documentation or inaccurate representation of or changing conditions constitutes a change in scope of work. Scope of work has been prepared based on the regulatory requirements, recommendations, and best practices at the time of writing; Consultant shall promptly inform Client of any change that necessitate revision to scope of work. Any increase in scope of work shall be paid for by the Client according to Consultant's then current rate schedule.

G. Change in Scope

Scope of work has been prepared based on the Client's representation of requested services. Any change in the level of services desired by the client constitutes a change in scope of work. Consultant shall promptly inform the Client of any change in scope and shall provide the Client with an amended contract upon Client's request to amend as necessary the scope of work. Change in requested services includes scope creep, constituted by ongoing minor requests for services not included in the scope of work. Scope creep shall be identified by the Consultant prior to exceeding the level of effort defined in the scope of work. The Consultant shall not exceed the level of effort defined in the scope of work unless and until scope of work is amended as necessary to address scope creep. Any disputed level of effort or scope of work shall be resolved as defined herein.

H. Governing Law

Unless otherwise provided, the attached Contract shall be governed by the laws of the State of Washington. Unless otherwise agreed, venue of any action shall be Kitsap County, Washington.

I. Safety and Construction

Northwest Water Systems, Inc., 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.

J. Insurance

Unless otherwise defined, the Consultant will maintain workers compensation insurance as required by law and employer's liability, comprehensive general liability and automobile liability insurance with coverage of no less than \$1 million per occurrence and in aggregate.

Consultant will maintain professional liability insurance with coverage of no less than \$1 million per claim and \$2 million in aggregate. Upon request, Consultant will furnish certificates of insurance to Client.

K. Right of Entry

Unless otherwise agreed the Consultant and all of Consultant's sub-contractors will be furnished right-of-entry to the land and facilities as necessary for testing, inspection, surveys, and other explorations. The Consultant and Consultants sub-contractors will take reasonable precautions to minimize damage from testing and use of equipment but have not included in our fee the cost of restoration for any work as outlined in this contract.

L. Legal Relations

Any dispute, controversy or claim arising out of or relating to the attached Contract, or the breach, termination or invalidity thereof, shall be submitted for mediation prior to the commencement of other adjudicatory procedures. The dispute resolution procedure shall be implemented in any matter by written notice given by any party to the other party or parties to the attached Contract. 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 on the dispute.

Unless agreed upon otherwise by the parties signatory to the attached Contract, the location of the mediation shall be Port Orchard, Washington. If 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 Northwest Water Systems, Inc., 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 the attached Contract.

The client agrees to limit Northwest Water Systems, Inc., liability to the client and his assigns due to Northwest Water Systems, Inc., professional negligent acts, errors or omissions such that the total aggregate liability of Northwest Water Systems, Inc., to all those named shall not exceed 50 percent of Northwest Water Systems, Inc.'s total fee for services rendered on this project, or Two Thousand (\$2,000) whichever is greater.

M. Cost Estimates

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

N. Deliverables

All deliverables, such as reports, construction documents, plans, etc., become the property of the Client and may not be released to any third parties without the express approval of the Client, with the exception of materials submitted to public agencies and subject to Public Records release. In such cases these records may be provided to 3rd parties upon request as appropriate. All templates, "boilerplate", standard details, and automated processes used in, or developed during, the production of deliverables remain the property of Northwest Water Systems, Inc.

O. Termination

Contract may be terminated by mutual agreement between both parties. Contract may be terminated by Client if Northwest Water Systems, Inc. deliverables do not meet the standards required for approval by the Washington State Department of Health or if contract schedule is exceeded. Northwest Water Systems, Inc. may terminate the contract for non-payment of issued invoices in accordance with these Standard Provisions or the provisions of the contract, if Client is unable or unwilling to provide necessary information or access to facilities, or if Client is unable or unwilling to conform to the rules and regulations of the Washington State Department of Health or other agencies of jurisdiction. The Client shall be liable for all fees and services rendered prior to the time of termination.

P. Severability

If any term, condition or provision of the attached Contract or these Standard Provisions, or the application to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of the attached Contract and these Standard Provisions shall not be affected but shall remain valid and enforceable.

Q. Indemnification

Both parties agree to indemnify and hold harmless the innocent party for any acts, omissions, errors, breeches, or other damages caused by the offending party.

R. Complete Agreement and Changes to Agreement

The attached Contract and these Standard Provisions supersede all verbal and other written understandings and agreements and constitutes the complete and final understanding between client and Northwest Water Systems, Inc. Any changes to this agreement shall be in writing and signed by both parties.