

PROFESSIONAL SERVICES CONTRACT
LEWIS COUNTY PUBLIC WORKS / CAROLLO
Middle Fork Water & Sewer System Water System Plan (WSP) Update
GRANT AGREEMENT NUMBER 410WSPLN

THIS CONTRACT (hereinafter “Contract”) is entered into in duplicate originals between LEWIS COUNTY, a municipal corporation, by and through its PUBLIC WORKS Department, with its principal offices at 57 W. Main St., Chehalis, Washington, 98532 (hereinafter “COUNTY”), and Carollo with its principal offices at 1200 Fifth Avenue, Suite 900 Seattle, Washington 98101 (hereinafter “CONSULTANT”).

Whereas, the COUNTY desires to accomplish the work referenced in the Scope of Services as detailed in Exhibit A of this agreement and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below and shall terminate on April 2028 unless renewed or terminated sooner as provided herein.

The contract term shall be for a maximum of 2 years including: one (1) one-year initial period and one (1) one-year option renewal. The option renewal shall be at the sole discretion of the County and should the County exercise its option, which shall be via written notice to CONSULTANT, the contract period of performance will be extended.

2. SERVICES PROVIDED BY THE CONSULTANT

The CONSULTANT represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification, to perform the services set forth in this Contract.

The CONSULTANT shall perform the following services:

The CONSULTANT shall provide professional engineering and planning services to support Lewis County in updating the Middle Fork Water & Sewer System Water System Plan (WSP) in accordance with Washington Administrative Code (WAC) 246-290 and Washington State Department of Health requirements. Services will include review and evaluation of existing water system facilities and operations; development of water demand projections and system capacity evaluations; preparation of technical planning analyses; identification and prioritization of capital improvements and infrastructure needs; preparation of a utility rate study and financial analysis to evaluate system revenues, costs, and long-term financial sustainability; coordination with County staff and stakeholders; preparation of draft and final Water System Plan documents; and assistance with agency review and approval.

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way COUNTY's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, CONSULTANT makes no warranty that COUNTY's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

a. A detailed description of the services to be performed by the CONSULTANT is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONSULTANT agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONSULTANT shall perform the work specified by this Contract according to the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Washington.

d. The CONSULTANT shall complete its work in a timely manner and in accordance with the schedule as outlined in the Scope of Services, see Exhibit A.

e. The CONSULTANT shall prepare a monthly progress report, in a form approved by the COUNTY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of SERVICES can easily be evaluated.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONSULTANT in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. The COUNTY shall furnish the CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and reasonably rely upon all such information and services provided by COUNTY or others in performing CONSULTANT's services under this Contract.
- b. Coordination with other County Departments or other CONSULTANTs as necessary for the performance of the CONSULTANT'S services.

c. The COUNTY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform the services hereunder.

d. Documentation, or other information identified in Exhibit A.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its contract representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONSULTANT:

Name of Representative: Max Mozer _____
Title: Project Manager _____
Mailing Address: 1200 5th Avenue Suite 900 _____
City, State and Zip Code: Seattle, WA 98101 _____
Telephone Number: 206-538-5825 _____
Fax Number: _____
E-mail Address: mmozer@carollo.com _____

b. For COUNTY:

Name of Representative: Anders Pollman _____
Title: Lewis County Utilities Services Manager _____
Mailing Address: 57 W. Main St. _____
City, State and Zip Code: Chehalis, WA 98532 _____
Telephone Number: 360-740-1183 _____
Fax Number: _____
E-mail Address: anders.pollman@lewiscountywa.gov _____

5. COMPENSATION

a. For the services performed hereunder, COUNTY shall pay the CONSULTANT based upon the mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated by reference. The maximum total amount payable by the COUNTY to the CONSULTANT under this Contract shall not exceed **\$214,522.00** unless otherwise amended. No minimum amount payable is guaranteed under this Contract.

b. No payment shall be made for any work performed by the CONSULTANT except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONSULTANT may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date and which is satisfactory to County. Invoices shall cover the time CONSULTANT performed work for the COUNTY during the billing period. Such invoices shall be in a format

approved by the COUNTY and accompanied by the monthly progress reports required under Section 2.e "SERVICES PROVIDED BY THE CONSULTANT" in this Agreement. The invoice shall be supported by an itemized listing of each service such as labor rates, labor hours, direct services, etc., not to exceed as specified in Exhibit B. The COUNTY shall pay the CONSULTANT for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. CONSULTANT must submit all requests for payment for the previous month's work to the County by the 10th of each month. CONSULTANT must submit all requests for payment for work performed on or before December 31st each year to the COUNTY by January 15 of the following year. CONSULTANT must submit all requests for payment for work performed on or before June 30th each year to the COUNTY by the following July 10th of that same year. The CONSULTANT generated invoice billing statement must include a summary of progress made through the date of billing. CONSULTANT shall submit a progress report with each billing statement. Monthly payments will be based on the expenses incurred as summarized in each progress report. The progress report shall indicate the cost and hours of work assigned to each major work item.

e. COUNTY shall not pay CONSULTANT for services rendered under the CONTRACT unless and until they have been performed to COUNTY's satisfaction. Provided, no such payments shall be deemed to waive any rights COUNTY has to challenge the sufficiency or quality of said services thereafter.

f. In the event the CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT under this Contract and such failure has not been cured within ten (10) days following written notice from the COUNTY, then the COUNTY may, in its sole discretion, CONSULTANT withhold any and all monies due and payable to the CONSULTANT without penalty until such failure to perform is cured to COUNTY's satisfaction or otherwise adjudicated. Should COUNTY so withhold any monies, COUNTY shall notify CONSULTANT in writing. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, COUNTY shall not pay CONSULTANT for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of a failure to comply with the standard of care delineated in section 2(c) by the CONSULTANT in the performance of any work required under this Contract, the CONSULTANT shall make any and all necessary corrections without additional compensation. All work submitted by the CONSULTANT shall be certified by the CONSULTANT and checked for errors and omissions. The CONSULTANT shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification, or renewal shall be made to this Contract unless set forth in a written Contract Amendment signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONSULTANT shall hold harmless, indemnify, and defend the COUNTY (which for purposes of this Section 7 means the COUNTY as defined above together with its officers, officials, employees, volunteers, and agents) from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs, expenses, expert witness fees, and attorney's fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, to the extent caused by the CONSULTANT'S negligent acts, recklessness, errors and omissions or the negligent acts, recklessness or errors and omissions of its employees, agents, subCONSULTANTS, or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONSULTANT or subCONSULTANT infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONSULTANT'S obligations hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the negligence of the COUNTY. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONSULTANT'S obligations hereunder shall apply only to the percentage of fault attributable to the CONSULTANT, its employees, agents, or subCONSULTANTS.

b. In any and all claims against the COUNTY by any employee of the CONSULTANT, subCONSULTANT, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or subCONSULTANT under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONSULTANT expressly waives any immunity the CONSULTANT might have had under Title 51 RCW. By executing the Contract, the CONSULTANT acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONSULTANT makes with any subCONSULTANT or agent performing work hereunder.

c. The CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the COUNTY or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT's subconsultants, that impact project completion and/or success.

8. INSURANCE

a. **Professional Legal Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000 each occurrence**, and **\$2,000,000 per aggregate**. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this CONTRACT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this CONTRACT, CONSULTANT

shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the CONTRACT term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

b. Workers' Compensation (Industrial Insurance): The CONSULTANT shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence thereof to County within the sooner of two (2) business days after date last executed below or the date CONSULTANT begins work under this CONTRACT.

c. Commercial General Liability: At all times during the term of this contract, the CONSULTANT shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than **\$1,000,000** per loss. The general aggregate limit shall apply separately to this Contract and be no less than **\$2,000,000**.

- i. Within the sooner of two (2) business days after date last executed below or the date CONSULTANT begins work under this CONTRACT, the CONSULTANT shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONSULTANT will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage. CONSULTANT shall also maintain Employers Liability (Stop Gap) insurance coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Such coverage shall apply to all work performed under this Contract and shall be maintained for the duration of the Contract.
- ii. The CONSULTANT'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees, and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. Within the sooner of two (2) business days after date last executed below or the date CONSULTANT begins work under this CONTRACT, the CONSULTANT shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONSULTANT'S liability coverage is written as a claims made policy, then the CONSULTANT must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONSULTANT shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. Automobile Liability: Within the sooner of two (2) business days after date last executed below or the date CONSULTANT begins work under this CONTRACT, the CONSULTANT shall furnish the County proof that CONSULTANT has Business Automobile Liability insurance with a limit of not less than **\$1,000,000** each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles. CONSULTANT shall maintain said coverage at all times during the term of this contract.

e. Other Insurance Provisions:

- i. The CONSULTANT'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees, and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.
- iii. The CONSULTANT'S insurance 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.
- iv. The CONSULTANT shall include all subCONSULTANTs as insureds under its policies or shall furnish separate certificates and endorsements for each subCONSULTANT. All coverage for subCONSULTANTs shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONSULTANT shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. Verification of Coverage and Acceptability of Insurers: The CONSULTANT shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Lewis County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Name: Contract Administration
Agency: Lewis County Public Works
Address: 57 W. Main St.
City: Chehalis State: WA Zip: 98532
Email: PWContractAdmin@lewiscountywa.gov
Phone: 360-740-1182
Facsimile:

- iii. The CONSULTANT shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. The CONSULTANT or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of Lewis County.

9. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all costs and services incurred by the CONSULTANT in performing the Contract that are satisfactory to the COUNTY, up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONSULTANT. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONSULTANT breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONSULTANT only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract, less the costs, if any, to obtain performance of the work elsewhere. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONSULTANT shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONSULTANT'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONSULTANT was not in default, or (2) the CONSULTANT'S failure to perform was not its fault or its subCONSULTANT's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONSULTANT shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONSULTANT under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY in its sole discretion. Notwithstanding any assignment or delegation by CONSULTANT concerning this CONTRACT, whether with or without the COUNTY's consent, CONSULTANT shall nevertheless remain primarily liable to COUNTY for all of its obligations hereunder notwithstanding any written provision to the contrary.

b. The CONSULTANT warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. INDEPENDENT CONSULTANT

a. The CONSULTANT'S services shall be furnished by the CONSULTANT as an Independent CONSULTANT and not as an agent, employee, nor servant of the COUNTY. The CONSULTANT specifically has the right to direct and control CONSULTANT'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONSULTANT is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Lewis County employees.

c. The CONSULTANT shall have and maintain complete responsibility and control over all its subCONSULTANTS, employees, agents, and representatives. No subCONSULTANT, employee, agent, or representative of the CONSULTANT shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONSULTANT shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal, or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONSULTANT and as to all duties, activities, and requirements by the CONSULTANT in performance of the work on this project and under this Contract and shall assume exclusive liability therefore and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONSULTANT agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONSULTANT relating to the performance of this Contract. The CONSULTANT shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONSULTANT, its assignees, delegates, or subCONSULTANTS shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400. The CONSULTANT agrees to follow the requirements as dictated in Exhibit C.

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONSULTANT for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONSULTANT harmless .

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. DISPUTES

Differences between the CONSULTANT and the COUNTY arising under and by virtue of this Contract shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONSULTANT shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONSULTANT'S right to seek judicial relief pursuant to Section 18.

18. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Lewis County, Washington.

19. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

20. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by email with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by email, service shall be effective upon receipt during working hours. If an email is sent after working hours, it shall be effective at the beginning of the next working day.

22. TIME IS OF THE ESSENCE

Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this CONTRACT.

23. OPPORTUNITY TO REVIEW

The parties hereto acknowledge, represent, warrant, and agree that they have read this CONTRACT, fully understand the terms thereof, and have had the opportunity to seek independent legal counsel with respect thereto before signing. This CONTRACT is executed by the parties without reliance upon any statement or representation by the persons or parties herein, or their attorneys or representatives, if any, other than those set forth in this agreement.

24. AUTHORITY

The parties each acknowledge, represent, and warrant that they have the full right, power, and authority to enter into this CONTRACT. Each person signing this agreement on behalf of an entity represents and warrants that he or she has the full right, power, and authority to bind their

respective entity, their respective entity has approved this CONTRACT and authorized them to sign it, and their respective entity is duly formed and in good standing.

25. JOINTLY DRAFTED

This CONTRACT was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

26. SURVIVAL OF CONTRACT

This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this CONTRACT that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this CONTRACT shall so survive.

27. CONFIDENTIALITY

In the event that the CONSULTANT comes in contact with or obtains knowledge of confidential information, the CONSULTANT shall maintain the confidentiality of all obtained information provided by the COUNTY or acquired by the CONSULTANT in performance of this CONTRACT, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the COUNTY. CONSULTANT shall immediately give to the COUNTY notice of any judicial proceeding seeking disclosure of such information. CONSULTANT shall indemnify and hold harmless the COUNTY, its officials, agents, or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorney's fees and costs resulting from CONSULTANT's breach of this provision.

28. ATTORNEY'S FEES

Should any legal proceeding be commenced between or by the Parties concerning or related to this CONTRACT or the rights and duties of either in relation to this CONTRACT, the Party prevailing in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for such Party's reasonable attorneys' fees, expenses, and costs actually incurred and paid.

29. PUBLIC RECORDS ACT

The CONSULTANT shall assist the County in timely and fully fulfilling all of County's obligations under the Washington Public Records Act and/or any other authority by timely and fully responding and providing documents and records in response to County's request for the same. In the event that CONSULTANT fails to fully fulfill its obligations pursuant to this section and should a court impose a fine, penalty, sanction, and/or judgment against County for violation of said law, CONSULTANT shall indemnify the County for the same, immediately pay County to satisfy the same together with all costs and attorney's fees incurred by County. The obligations created by this section shall survive the termination of this agreement.

The CONSULTANT shall keep and maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract ("Records"). CONSULTANT shall permit County to review the Records at CONSULTANT's place of business

during normal working hours. CONSULTANT shall retain such Records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is commenced, CONSULTANT shall cooperate with County and assist in the production of all such Records. If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, CONSULTANT shall retain the Records for a period of seven (7) years after all litigation, claims, or audit findings involving the Records have been finally resolved.

For purposes of this AGREEMENT, Records includes every writing or record of every type and description including electronically stored information ("ESI") that is in CONSULTANT's possession, control, or custody, including, without limitation, any and all correspondences, contracts, agreements, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, telephone conversations, and any and all other taped, recorded, written, printed, or typed matters of any kind or description; and every copy of the foregoing whether or not the original is in CONSULTANT's possession, custody, or control, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its work or services hereunder, including any personal devices used by the CONSULTANT or any sub-CONSULTANT at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

CONSULTANT shall include this section "Records Maintenance" in every subcontract it enters into in relation to this Agreement and bind the sub-contract to its terms.

30. THIRD PARTIES

The services to be performed by CONSULTANT are intended solely for the benefit of the COUNTY. No person or entity not a signatory to this Contract shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the CONSULTANT's services hereunder

31. WORKPLACE SAFETY

This paragraph applies if CONSULTANT or its agents, employees, subCONSULTANTS, or anyone on its behalf performs any work under or related to this CONTRACT upon COUNTY's property. COUNTY delegates to CONSULTANT, and CONSULTANT agrees to assume, any duty COUNTY has to exercise reasonable care to make the premises and work area safe, and CONSULTANT agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and create and post a site-specific worker safety plan in advance of gaining access to the work area. CONSULTANT represents that it is a professional company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

32. SAFETY; FAMILIARITY WITH SITE

CONSULTANT understands that safety is a high priority. Prior to the commencement of work or providing services, CONSULTANT will, at its own expense and to the extent it determines is necessary to safeguard itself and its employees and agents, become familiar with the Site, its operations, and any safety rules or guidelines. In addition, CONSULTANT will meet all OSHA, WISHA, and other applicable Federal and State requirements regarding safety. County shall not be responsible for the manner in which CONSULTANT (1) provides and completes its work; and (2) analyzes the need for and implements safety procedures. COUNTY delegates to CONSULTANT, and CONSULTANT agrees to assume, any duty COUNTY has to exercise reasonable care to make the premises and work area safe, and CONSULTANT agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and create and post a site-specific worker safety plan in advance of gaining access to the work area. CONSULTANT represents that it is a professional company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

33. DEBARMENT AND SUSPENSION

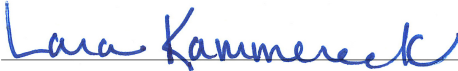
CONSULTANT represents and warrants that, as of the execution of this Contract, neither CONSULTANT nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term CONSULTANT or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, CONSULTANT shall notify the COUNTY immediately. CONSULTANT's completed Vendor Debarment Certification is attached hereto and incorporated herein.

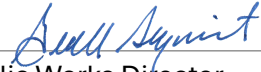
The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.

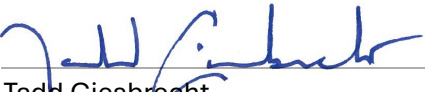
CONSULTANT:

For Board of County Commissioners
Lewis County, Washington

Firm: Carollo Engineers, Inc.

By: 
Lara Kammercek
Senior Vice President

By: 
Public Works Director

By: 
Tadd Giesbrecht
Senior Vice President

Date: 04/21/2026

Date: 04/20/2026

Address: 1200 5th Avenue, Suite 900

Seattle, WA 98101

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

LEWIS COUNTY PUBLIC WORKS / CAROLLO

Middle Fork Water & Sewer System Water System Plan (WSP) Update

GRANT AGREEMENT NUMBER 410WSPLN

SCOPE OF SERVICES

[INSERT SCOPE]

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT
LEWIS COUNTY PUBLIC WORKS / [COMPANY]
Middle Fork Water & Sewer System Water System Plan (WSP) Update
GRANT AGREEMENT NUMBER 410WSPLN

COMPENSATION

The CONSULTANT'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

- a. The maximum amount payable under this contract is **\$214,522.00**, unless amended.
- b. Unit Rates for applicable labor categories and direct services associated with professional engineering, planning, hydraulic modeling, GIS analysis, and financial rate study services shall be in accordance with CONSULTANT's rate schedule provided herewith as Attachment 1 – Offerings, Rates & Responsiveness

Notes:

1. Rates are fully burdened inclusive of overhead and profit (Billing Rate) and will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written amendment.
2. Rates may be adjusted no more than once annually and will be tied to the CPI for Seattle-Tacoma-Bellevue area.
3. The County will allow overtime rates for pre-approved labor categories, as required by federal law, at 1.5 times the rate when approved in advance by the Lewis County Project Manager and when required by the nature of the work.

[ATTACHED RATES TO THIS EXHIBIT]

EXHIBIT C

PROFESSIONAL SERVICES CONTRACT
LEWIS COUNTY PUBLIC WORKS / CAROLLO
Middle Fork Water & Sewer System Water System Plan (WSP) Update
GRANT AGREEMENT NUMBER 410WSPLN

TITLE VI ASSURANCES

During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subCONSULTANTS, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lewis County Public Works or the WSDOT to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to Lewis County Public Works, or the WSDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, Lewis County Public Works and the WSDOT shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subCONSULTANT or procurement as Lewis County Public Works or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subCONSULTANT or supplier as a result of such direction, the CONSULTANT may request Lewis County Public Works enter into such litigation to protect the interests of the Agency and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid

recipients, sub-recipients, and CONSULTANTS, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT A
LEWIS COUNTY MIDDLE FORK WATER & SEWER SYSTEM
SCOPE OF SERVICES

WATER SYSTEM PLAN UPDATE

The following Scope of Services has been developed to assist Lewis County (County) with the update of its Water System Plan (WSP). The objective of this project is to update and review the elements of the WSP documents, in accordance with Washington Administrative Code (WAC) 246-290-100 and State of Washington Department of Health (DOH) regulations. The following tasks under this Scope of Services have been prepared based on Carollo Engineers, Inc.'s (Consultant) understanding of the proposed project, and through discussions with County staff.

PROJECT BACKGROUND

The County initiated this WSP update recognizing the importance of planning, developing, and maintaining water system facilities that provide reliable and efficient service for existing customers and to serve anticipated growth. The WSP is designed to meet state, county, and local requirements. The Plan will be developed in collaboration with the County.

PROJECT ASSUMPTIONS

- Carollo Engineers, Inc. will be referred to as "Consultant" in this document.
- Lewis County and its staff will be referred to as "County" in this document.
- All meetings will be held on Microsoft Teams, unless otherwise specified.
- Draft chapters will be provided in electronic copy (PDF and/or Microsoft Word) transmitted via email or secure file transfer.
- County comments on draft chapters will be documented in the Project Comment Response Log by the Consultant. The Consultant will prepare responses to address the comments in the Comment Response Log for the County's review and acceptance. Resulting changes will be incorporated in the Draft Agency Review Plan, rather than reissuing a draft chapter at the time. However, revised draft chapters can be produced upon County request.
- Electronic Demand Tool will be provided in .xlsx format.
- The Consultant will prepare an agenda, presentation materials, and document discussions, including action items and decisions, in meeting minutes for Consultant-led meetings.
- Meeting notes and related materials will be transmitted electronically in MS Word and/or PDF formats via email.
- The County will print and produce all documents as necessary for its use. The Consultant will not provide any deliverables in a paper format.
- The WSP update will follow this organization of chapters and meetings as listed in Table 1.

Table 1 **Summary of Chapters and Appendices**

Chapter/Appendix		Chapter Development Lead
Executive Summary		Consultant
Chapter 1	Introduction	Consultant
Chapter 2	Planning Considerations	Consultant
Chapter 3	Existing System	County
Chapter 4	Water Demand Forecasting	Consultant
Chapter 5	Water Use Efficiency	Consultant
Chapter 6	System Analysis	Consultant
Chapter 7	Water Quality	County
Chapter 8	Operation and Maintenance	County
Chapter 9	Capital Improvement Plan	Consultant
Chapter 10	Financial Plan	Consultant
Appendix A	Notice of DNS	County
Appendix B	SEPA Checklist	County
Appendix C	Local Government Consistency Determination Form	County
Appendix D	Agency Comment Letters and Responses	County
Appendix E	Ordinances and Approvals	County
Appendix F	Water System Plan Submittal Form	County
Appendix G	DOH Water System Plan Checklist	Both
Appendix H	Service Area and Interlocal Agreements	County
Appendix I	Water Facilities Inventory Form	County
Appendix J	Water Rights Self-Assessment Forms	County
Appendix K	Demographic and Demand Forecast	Consultant
Appendix L	Wellhead Protection Plan ⁽¹⁾	County
Appendix M	Water Quality Sampling Procedures and Program	Consultant
Appendix N	Coliform Monitoring Plan ⁽¹⁾	County
Appendix O	Emergency Response Plan ⁽¹⁾	County
Appendix P	Cross-Connection Control Program	County
Appendix Q	Hydraulic Model Development and Calibration TM	Consultant
Appendix R	Standard Construction Specifications for Distribution Mains	Both
Appendix S	CIP Cost Estimates	Consultant

Notes:

CIP - capital improvement program; DNS - determination of non-significance; SEPA - State Environmental Policy Act; TM - technical memorandum

(1) This scope of work does not include creating these Plans; just including them in the final report.

Table 2 [Summary of Meetings](#)

Meetings	Title	Type
Pre-Plan DOH Meeting	DOH Pre-Meeting	Virtual
Meeting No. 1	Kickoff Meeting	Virtual
Meeting No. 2	Service Area, Existing System, and Policies & Criteria	Virtual
Meeting No. 3	Water Demand Forecasts, Water Use Efficiency, and Conservation	Virtual
Meeting No. 4	Water Management Plan and Hydraulic Model Development	Virtual
Meeting No. 5	Preliminary System Deficiencies	Virtual
Meeting No. 6	Recommendations Workshop	In Person
Meeting No. 7	O&M	Virtual
Meeting No. 8	Capital Improvement Plan	In Person
Meeting No. 9	Financial Analysis	Virtual
Meeting No. 10	County Review comments	Virtual
Meeting No.11	Agency Review comments	Virtual
	Up to 2 council meetings	In Person
Project Management	36 Coordination Calls	Virtual

TASKS

To meet the objectives of this Scope of Services, the Consultant shall complete the tasks as summarized in Table 3 and discussed in detail in the text that follows.

Table 3 [Task Summary](#)

Task Number	Task Name
Task 100	Project Management
Task 200	Planning Considerations
Task 300	Existing System
Task 400	Demographics & Demand Forecasts
Task 500	Water Quality
Task 600	Model Development
Task 700	System Analysis
Task 800	Operation and Maintenance
Task 900	Capital Improvement Plan
Task 1000	Financial Plan
Task 1100	Plan Development

TASK 100 - PROJECT MANAGEMENT

The purpose of this task is to direct activities within the WSP as assigned by the County and maintain the project within the contracted scope, schedule, and budget. This consists of project

administration, monthly invoicing, client and team coordination and quality assurance/quality control review necessary to successfully complete the WSP to the County's expectations. Additionally, the Consultant will develop a Project Management Plan (PMP) and lead the initial team kickoff meeting. This task consists of the following activities:

TASK 100 ACTIVITIES

Subtask 101 - Monthly Progress Reports and Invoices

This subtask consists of production and implementation of the project plan, schedule, and budget. Assist the project team members in the implementation of the task items, reviewing the work-in-progress reports. Prepare and submit monthly activity reports showing current project status and identifying key issues or elements of the project that will need to be addressed in the proceeding weeks. An electronic version of the monthly progress reports will be sent to the County for review and approval. This task assumes that no hard copy of the monthly progress reports will be distributed.

Subtask 102 - Project Management Plan

Prepare a Project Management Plan (PMP) that describes deliverables, plan outline, anticipated meetings, project roles and responsibilities, lists contact information for the project team, describes communications protocols, quality management, and includes the scope of services, schedule, and budget. Quality Management includes, but is not limited to, the following elements:

- Project Manager overview of all primary documents to verify technical consistency and compliance with contract requirements.
- Organization of the work into logical deliverables with qualified staff for each task assigned to the work.
- Resolution of all review comments summarizing key comments and the way each was addressed in the work.

Subtask 103 - Pre-Plan DOH Meeting

- Attend DOH Pre-Planning meeting with County staff.
- County to send minutes from earlier meeting if possible.

Subtask 104 - Meeting No. 1- Kickoff Meeting

- Facilitate a kickoff meeting to review project management and initial data requests.

Subtask 105 - Client Coordination

- Manage the consultant project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time, and budget needed to complete the project.
- Create and maintain a working project schedule based on the schedule in the PMP.
- Review project status, including scope, budget, and schedule.
- Bi-Monthly Virtual Status Meeting. Facilitate virtual PM meetings two times per month to review status of project.

Subtask 106 - Data Request

Prepare a data request for the required information. The request is expected to consist of updates to the following since the 2005 WSP:

- Agreements with neighboring jurisdictions.
- Interlocal agreements.
- Review of updated Comprehensive Plan.
- Study area.
- Legislation, regulations, and permits.
- Policies and criteria.
- Geographic information system (GIS) data for existing facilities, service areas, and inventory.
- Data on pipeline materials and age by linear foot, as available.
- Existing renew and replacement program.
- Data on existing infrastructure (e.g., supply, storage, booster pump stations, interties, and distribution).
- Water Facilities Inventory Form.
- Growth rates by customer class through the end of the water supply planning horizon. The rates should be consistent with regional planning and population and employment projections on a transportation analysis zones (TAZ) basis.
- Historical connection and water use information by customer class for the past 10 years.
- Historical Production from each source for the past 10 years, including annual volume and maximum day production.
- Accounted-for Non-Revenue Water for the past 10 years.
- Identify infill capacity and areas of redevelopment. Specific emphasis will be placed on those areas with a high potential for large scale residential or commercial development, as well as new industrial customers.
- GIS Data: Updates to land use and zoning data, vacant and re-developable land, TAZ boundaries.
- Conservation goals.
- Water Use Efficiency Public Meeting Minutes.
- Water Quality Monitoring Plan.
- Summary of water quality test results, including data from well water, treated water, and the distribution system.
- Testing Waivers.
- Supervisory control and data acquisition (SCADA) data for diurnal curve development and calibration.
- Existing water rights certificates/permits and pending water rights applications.
- Existing well pump tests, surface water diversion capacity, and other evaluations and/or characterizations of supply capacity.
- Known limitations in supply transmission or treatment capacity.
- Source Water Protection Plan.

- Any updates to the County's standard plans, in PDF format and specifications, in MS Word. It is assumed the County will provide its standard plans and specifications for inclusion in the WSP.
- Any updates to the County's Cross-Connection Control Program.
- Any updates to the County's Water Shortage Response Plan and Service Reliability, if available.

Task 1 Assumptions

The PMP will be updated with full incorporation of review comments after the County review of the draft PMP.

The total length of the project is 18 months.

County provides required documents for appendices.

Thirty-six bi-monthly status meetings will be held over Microsoft Teams.

County can provide data in subtask 106.

Task 1 County Input

Team member contact information.

Receive, review, and process Consultant invoices in a timely manner.

Task 1 Consultant Deliverables

Meeting Agendas, Materials, and Minutes.

Draft WSP outline.

Eighteen monthly progress reports and invoices.

Task 1 Meetings

Pre-Plan DOH Meeting.

Meeting No. 1 - Kickoff Meeting.

PM Virtual Meetings.

TASK 200 - PLANNING CONSIDERATIONS

The objective of this task is to document the planning considerations that influence the WSP. These include the study area, policies, criteria, and related documents.

TASK 200 ACTIVITIES

Subtask 201 - Summarize Related Documents

Review list of County and Regional Planning documents related to the WSP. Summarize information that is important to the operation of the County's water system. It is expected that this will include the updated Comprehensive Plan.

Subtask 202 - Draft and Final Chapter 1 - Introduction

Prepare draft Chapter 1 for County's review and approval. County comments and Consultant responses will be tracked in the Comment Response Log. Comments on this chapter will be incorporated into the final plan.

Subtask 203 - Draft and Final Chapter 2 - Planning Considerations

Prepare draft Chapter 2 for County's review and approval. County comments and Consultant responses will be tracked in the Comment Response Log. Comments on this chapter will be incorporated into the final plan.

Task 200 Assumptions

No hard copy of the chapters will be distributed.

Task 200 County Input

Requested Data from Task 201.

Comments on draft Chapter 1 - Introduction.

Comments on draft Chapter 2 - Planning Considerations.

Task 200 Consultant Deliverables

Draft Chapter 1 - Introduction.

Record of Comment (ROC) for Chapter 1 - Introduction.

Draft Chapter 2 - Planning Considerations.

ROC for Chapter 2 - Planning Considerations.

Task 200 Meetings

None.

TASK 300 - EXISTING SYSTEM

The purpose of this task is to document the County's existing water system, including supply, storage, booster pump stations, interties, treatment, and distribution. The County will lead the development of this task and Chapter 3 - Existing System with support as defined below by the Consultant.

TASK 300 ACTIVITIES

Subtask 301 - Review and Update of Existing System

Consultant will review County staff developed tables and figures that outline the existing system.

Subtask 302 - Meeting No. 2 – Service Area, Existing System, and Policies & Criteria

Review and discuss existing policies and criteria, as well as recommendations. Review and update the existing system and service area. Discuss current operations and County concerns during the meeting. Consultant will lead policies and criteria discussion; County will lead existing system discussion.

Subtask 303 - Draft and Final Chapter 3 - Existing System

Consultant will review Draft Chapter 3 and provide chapter comments to County.

Task 300 Assumptions

County will develop the text and figures for the Chapter.

Chapter will be formatted per the Consultant Plan template.

Task 300 County Input

Draft and Final Chapter 3 - Existing System.

Task 300 Consultant Deliverables

Meeting Agendas, Materials, and Minutes.

Comments on draft Chapter 3 - Existing System.

Task 300 Meetings

Meeting No. 2 – Service Area, Existing System and Policies & Criteria.

TASK 400 – DEMOGRAPHICS AND DEMAND FORECASTS

The purpose of this task is to perform a demographic and demand analysis to predict current and future demands within the County’s retail water service area (RWSA). Existing, interim buildout (5-10 year), and ultimate buildout (20+ year) planning horizons will be evaluated using the best available information. This task will develop Chapter 4 - Water Demand Forecast and Chapter 5 – Water Use Efficiency of the WSP.

TASK 400 ACTIVITIES

Subtask 401 - Demographic Projections

Demographic projections will be developed to project the future growth in customers. Projections will use data from the County to calculate rates of growth for each TAZ and each pressure zone. High, low, and average number of accounts will be prepared for the existing, interim buildout, and ultimate buildout by pressure zone, if sufficient data is available. Accounts per acre will be developed based on existing densities.

Subtask 402 – Water Use Efficiency

Review Water Use Efficiency (WUE) program and conservation volumes.

Subtask 403 - Meeting No. 3 - Water Demand Forecast, Water Use Efficiency, and Conservation

Review demographic analysis and demand projection results. Confirm allocation of demand across customer classes and pressure zones. Review Water Use Efficiency (WUE) program and conservation volumes.

Subtask 404 - Draft and Final Chapter 4 - Water Demand Forecast

Prepare draft Chapter 4 for County’s review and approval. County comments and Consultant responses will be tracked in the Comment Response Log. Comments on this chapter will be incorporated into the final WSP.

Subtask 405 - Review Future Conservation Water Demand

Review conservation demands (both MDD and ADD) based on the established conservation goals provided by the County. MDD and ADD conservation demands will be developed in the same demand years used in demand projections. Demands will be transmitted electronically to the County.

Subtask 406 – Draft and Final Chapter 5 - Water Use Efficiency

Review draft Chapter 5 and provide comments. Consultant responses will be tracked in the Comment Response Log. Comments on this chapter will be incorporated into the final WSP.

Task 400 Assumptions

The County will provide most current information from ongoing Comprehensive Plan update.

The County will provide data request for data available.

Task 400 County Input

Comments on draft Chapter 4 - Water Demand Forecast.

Task 400 Consultant Deliverables

Meeting Agendas, Materials, and Minutes.

Draft Chapter 4 - Water Demand Forecast.

ROC for Chapter 4 - Water Demand Forecast.

Draft Chapter 5 - Water Use Efficiency.

ROC for Chapter 5 - Water Use Efficiency.

Electronic demand tool.

Task 400 Meetings

Meeting No. 3 - Water Demand Forecast, Water Use Efficiency, and Conservation.

TASK 500 - WATER QUALITY

The purpose of this task is to summarize the water quality regulations and reporting requirements, evaluate water quality against the regulations, summarize any water quality violations, and recommend improvements if necessary to meet anticipated or future water quality regulations. The County will lead the development of this task and Chapter 7 – Water Quality with support as defined below by the Consultant. The water quality work efforts will be presented as part of Meeting No. 3 - Water Demand Forecast, Water Use Efficiency, and Conservation.

TASK 500 ACTIVITIES

Subtask 501 - Water Quality Summary

Consultant will review County staff developed tables and figures that outline the County water quality.

Subtask 502 - Draft and Final Chapter 7 - Water Quality

Consultant will review Draft Chapter 7 and provide chapter comments to County.

Task 500 Assumptions

County will develop the text and figures for the Chapter.

Chapter will be formatted per the Consultant Plan template.

This task does not include review or update of the County's Water Quality Monitoring Plan and other water quality programs and plans.

Task 500 County Input

Requested Data from Task 501.

Draft Chapter 7 - Water Quality.

Final Chapter 7 - Water Quality.

Task 500 Consultant Deliverables

Comments on draft Chapter 7 – Water Quality.

Task 500 Meetings

None.

TASK 600 – MODEL DEVELOPMENT

The purpose of this task is to develop the County's hydraulic model in InfoWater Pro and calibrate it to current conditions. The model will then be used to evaluate the distribution system. This task will develop the Hydraulic Model Development and Calibration TM to be incorporated into the final WSP.

TASK 600 ACTIVITIES

Subtask 601 - Perform Hydrant Flow Tests

Consultant will provide instructions and forms for County staff to fill out as they perform hydrant testing at up to 3 locations.

Subtask 602 - Update Hydraulic Model

Build the County's Hydraulic model in InfoWater Pro. Apply demand distribution to the model based on meter locations and demand factors for each customer class. Projected demands for the largest customers will be applied directly to each customer's location. The demands will include the current year for model calibration, as well as the interim buildout and ultimate buildout ADD and MDD for planning. Custom diurnal patterns will be developed by service area utilizing historical representative SCADA data.

Subtask 603 - Calibrate Hydraulic Model

Calibrate the model using hydrant flow test data provided by Consultant. Up to 3 hydrant tests will be used for calibration. Consultant will work with the County to determine the appropriate hydrant sites; it is assumed no more than 3 sites will be considered. Verify appropriate model settings and parameters (such as tank levels, pump curves, etc.) using data provided by County, including SCADA information. Calibrate the hydraulic model according to M32 guidelines. Calibrate the model for a 24-hour extended period simulation scenario and 3 steady state conditions. SCADA data will be provided by the County and will be used for calibration.

Subtask 604 - Meeting No. 4 - Hydraulic Model Development

Review the results of the model development and calibration efforts.

Subtask 605 - Draft and Final TM 1 - Hydraulic Model Development and Calibration TM

Prepare draft TM 1 - Hydraulic Model Development and Calibration for County's review and approval. County comments and Consultant responses will be tracked in the Comment Response Log. Comments on this chapter will be incorporated into the final WSP.

Task 600 Assumptions

The County will conduct hydrant flow testing to support model calibrations.

County will provide all the equipment, including pressure loggers, pitot tubes, diffusers for hydrants and any equipment needed to operate hydrants.

Hydrant flow testing will be performed in the summer of 2026.

The County will provide SCADA data for extended period simulations (EPS) calibration.

Task 600 County Input

Comments on draft TM 1 - Hydraulic Model Development and Calibration.

Task 600 Consultant Deliverables

Meeting Agendas, Materials, and Minutes.

Draft TM 1 - Hydraulic Model Development and Calibration.

Final TM 1 - Hydraulic Model Development and Calibration.

Task 600 Meetings

Meeting No. 4 - Hydraulic Model Development.

TASK 700 - WATER SYSTEM ANALYSIS

The model from Task 600 will be used to evaluate the distribution system. Improvements will be developed for identified deficiencies. Improvements identified in other tasks will be incorporated into the model, as appropriate, to determine the effect of comprehensive improvements. Identified improvements will be reviewed as part of Meeting No. 8 - Capital Improvements.

TASK 700 ACTIVITIES

Subtask 701 - Storage Analysis

Identify the storage volume required for each pressure zone based on the established storage criteria for equalizing, fire flow, operational and standby volumes. The storage analysis will be performed for the existing, interim buildout, and ultimate buildout projected demands. If storage deficiencies are identified, additional storage volume requirements will be identified by pressure zone and capacity. Potential storage size and location specifically identified by the County will be utilized if future storage needs are identified.

Subtask 702 - Pump Station Analysis

Identify the pumping capacity requirements per County specified criteria. Compare requirements to current pump station capacity to identify any deficiencies for existing, interim buildout, and ultimate buildout projected demand scenarios. Required upgrades, modifications, or operational changes will be recommended, as necessary.

Subtask 703 - Fire and System Pressure Analysis

Using the hydraulic model, perform steady state analysis of the system evaluating fire flow and system pressures per DOH regulations and guidelines based on the County's water system criteria. Identify improvements to address deficiencies under the MDD plus fire flow simulations and the peak hour simulations for the interim buildout, and ultimate buildout scenarios. The model will also be used to identify minimum system pressures and velocities during peak hour demands. Operational changes will be recommended in addition to physical improvements. The system analysis will focus on distribution capacity deficiencies for pressure, velocity, and flow. The analysis will be conducted for both supply scenarios.

Subtask 704 – Meeting No. 5 – Preliminary System Deficiencies

Facilitate a meeting to review known system deficiencies in the existing system.

Subtask 705 - Water Supply Summary

Review and summarize the existing sources of supply for the County's RWSA, including all surface water, groundwater, and interties. The "ability to pump" of each source will include an evaluation of capacity, water rights, treatment capacity, auxiliary power, and other limitations. Identify the criticality of each source.

Subtask 706 - Water Rights Assessment

Review and summarize water right permits, claims, certificates, and pending water right applications and change applications from 2005 WSP. Update DOH Water Rights Self-Assessment Tables 1, 2, and 3 for the existing, interim buildout, and ultimate buildout planning years, respectively.

Subtask 707 - Meeting No. 6 - Recommendations Workshop

Facilitate a meeting to review the recommendations for inclusion in the County's CIP.

Subtask 708 - Draft and Final Chapter 6 - System Analysis

Prepare draft Chapter 6 for County's review and approval. County comments and Consultant responses will be tracked in the Comment Response Log. Comments on this chapter will be incorporated into the final WSP.

Task 700 Assumptions

None.

Task 700 County Input

Comments on draft Chapter 6 - System Analysis.

Task 700 Consultant Deliverables

Meeting Agendas, Materials, and Minutes.

Draft Chapter 6 - System Analysis.

Final Chapter 6 - System Analysis.

Task 700 Meetings

Meeting No. 5 - Preliminary System Deficiencies.

Meeting No. 6 - Recommendations Workshop.

TASK 800 - OPERATIONS AND MAINTENANCE

The purpose of this task is to review, update, and evaluate the County's Operations and Maintenance (O&M) Program. The County will lead the development of this task and Chapter 8 – Operation and Maintenance with support as defined below by the Consultant.

TASK 800 ACTIVITIES

Subtask 801 - Review O&M Analysis

Consultant will review County staff developed tables and figures that outline the County O&M.

Subtask 802 – Risk-Based Condition Analysis

Develop consequence of failure and likelihood of failure criteria for a risk-based condition assessment. Summary and tables of Risk based condition analysis will be provided to the County to include in Chapter text.

Subtask 803 - Meeting No. 7 – O&M

Facilitate a meeting to review the risk-based condition analysis and the County's O&M program. County will lead O&M discussion; consultant will lead risk-based condition analysis discussion.

Subtask 804 - Draft and Final Chapter 8 - Operation and Maintenance

Consultant will review Draft Chapter 8 and provide chapter comments to County.

Task 800 Assumptions

County will develop the text and figures for the Chapter.

Chapter will be formatted per the Consultant Plan template.

A detailed evaluation of County O&M programs will not be conducted.

County will provide existing design and construction standards as needed to be included in an Appendix.

Task 800 County Input

Draft and Final Chapter 8 - Operation and Maintenance.

Task 800 Consultant Deliverables

Meeting Agendas, Materials, and Minutes.

Summary and tables of Risk based condition analysis.

Comments on draft Chapter 8 - Operation and Maintenance.

Task 800 Meetings

Meeting No. 7 – O&M.

TASK 900 - CAPITAL IMPROVEMENT PLAN

This Task will review and update the recommended improvements for the sources of supply, storage, distribution and transmission, and pressure zones outlined in the 2005 WSP. Total project costs will be developed for each recommended improvement and ranked by priority. This task will develop Chapter 9 - Capital Improvement Plan.

TASK 900 ACTIVITIES

Subtask 901 - Cost Estimates

Update project cost for pipe replacement, pump station, reservoir, treatment, and other improvement projects from 2005 WSP. Summarize the recommended system improvements for the short term (0-10 year) and long-term (11-20 year). Costs will be presented in current dollars and represents an American Association of Cost Engineering (AACE) Class V estimate.

Subtask 902 - Project Prioritization

Prioritize all projects into short term and long-term schedules based on evaluation during the WSP. Projects not identified in the WSP will be identified by the County and included for prioritization during this task.

Subtask 903 - Meeting No. 8 - Capital Improvement Plan

Facilitate a meeting to review the County's CIP.

Subtask 904 - Electronic CIP

Review CIP projects and develop project prioritization. Review and confirm all CIP project costs.

Subtask 905 - Draft and Final Chapter 9 - Capital Improvement Plan

Prepare draft Chapter 10 for County's review and approval. County comments and Consultant responses will be tracked in the Comment Response Log. Comments on this chapter will be incorporated into the final WSP.

Task 900 Assumptions

County provides bid costs of recent projects, if available.

Task 900 County Input

Requested Data from Task 901.

Comments on draft Chapter 9 - Capital Improvement Plan.

Task 900 Consultant Deliverables

Meeting Agendas, Materials, and Minutes.

Draft Chapter 9 - Capital Improvement Plan.

Final Chapter 9 - Capital Improvement Plan.

Electronic CIP.

Task 900 Meetings

TASK 1000 - FINANCIAL PLAN

The purpose of this task is to review and update Chapter 10 - Financial Plan and conduct a rate study. Chapter 10 will identify the total cost of providing water service, support the utility improvement schedule implementation, and assist in establishing adequate fees for service. The financial program will be coordinated with the CIP.

TASK 1000 ACTIVITIES

Subtask 1001 - Capital Financing Plan

Evaluate capital funding options and develop a capital financing plan for the short term (0-10 year) and long-term (11-20 year) CIPs. The analysis will include a forecast of capital funding needs, borrowing requirements, and associated cash flows and cash balances over the study period. Evaluate and recommend an appropriate balance of funding from cash, system development charges (SDC), bonds, low interest loans and/or other available funding sources.

Subtask 1002 - Operating Forecast

The County's current water operating budgets will be used as the baseline for forecasting ongoing O&M costs, debt service, and other financial obligations of the water utility over the short term (0-10 year) and long-term (11-20 year) study periods. Incorporate engineering planning growth forecasts and establish economic factors for cost escalation. Integrate additional O&M expenses, if any, resulting from the CIP and any other known changes in operational requirements.

Subtask 1003 - Revenue Needs Assessment

Integrate fiscal policies, capital financing impacts, and the operating forecast, and develop an operating cash flow projection for the short term (0-10 year) and long-term (11-20 year) study periods. Compare forecasted financial requirements against forecasted revenue under existing rates to determine annual and cumulative revenue adjustments needed to support financial sustainability over time.

Subtask 1004 - Rate Forecast and Affordability Test

Develop a rate forecast for the 6-year period. Apply annual rate adjustments to the County's existing water rate structures "across-the-board" to each rate class and rate charge (fixed and variable). The Financial Chapter will include a narrative discussion of potential rate structure enhancements, if necessary. Perform an affordability test as an indication of a residential customer's ability to pay the existing and forecasted rates. This includes an analysis and comparison of the water system's existing and forecasted average residential bills to 2.5 percent of the median household income. This test will be conducted for the short term (0-10 year) and long-term (11-20 year) study periods.

Subtask 1005 - Meeting No. 9 - Financial Analysis

Review financial analysis assessment performed.

Subtask 1006 - Draft and Final Chapter 10 - Financial Plan

Prepare draft Chapter 10 for County's review and approval. County comments and Consultant responses will be tracked in the Comment Response Log. Comments on this chapter will be incorporated into the final WSP.

Subtask 1007 - Draft and Final Rate Study

Prepare draft Rate Study for County's review and approval. County comments and Consultant responses will be tracked in the Comment Response Log. Comments on this Study will be incorporated into the final Study.

Task 1000 Assumptions

None.

Task 1000 County Input

Comments on draft Chapter 10 - Financial Plan.

Task 1000 Consultant Deliverables

Meeting Agendas, Materials, and Minutes.

Draft Chapter 10 - Financial Plan.

Final Chapter 10 - Financial Plan.

Draft Rate Study.

Final Rate Study.

Task 1000 Meetings

Meeting No. 9 - Financial Analysis.

TASK 1100 - PLAN DEVELOPMENT

The purpose of this task is to integrate comments on the WSP into a clear and comprehensive Water System Plan document. The County Draft Plan will be prepared, including an Executive Summary. This task also includes incorporating comments and developing the Agency Review Draft Plan and Final Plan.

TASK 1100 ACTIVITIES

Subtask 1101 - Executive Summary

Prepare an executive summary, summarizing each element of the Water System Plan.

Subtask 1102 - County Draft Plan

Prepare Cover Sheet, Table of Contents, and Executive Summary. Compile Chapters and develop Appendices. Prepare one PDF of County draft document for County staff review.

Subtask 1103 - Meeting No. 10 - County Review Comments

Meet with County to discuss comments on draft document. Incorporate comments to be included in the Agency Draft Plan.

Subtask 1104 - Agency Draft Plan

Incorporate County comments into an Agency Draft plan to be submitted for agency review. An electronic PDF will be developed for County reproduction and distribution of plan to agencies and adjacent purveyors.

Subtask 1105 - Meeting No. 11 - Agency Review Comments

Meet with Agency to discuss comments on draft document. Incorporate comments to be included in Final Plan.

Subtask 1106 - Final Plan

Consultant will review agency review letters for incorporation into the Final Plan. Delivery of the Final Plan will include one electronic PDF.

Task 1100 Assumptions

The County provides required documents for appendices, including acceptance ordinances.

Consultant is not developing or leading the SEPA process as part of the Plan approval process.

It is anticipated that County will distribute the WSP to DOH, county agencies, and adjacent purveyors review for approval. The County will collect public and agency review comments and deliver to Consultant. County will develop written responses received during agency review process.

Plans will be delivered via electronic PDF.

Task 1100 County Input

County comments.

Public and Agency review comments.

Task 1100 Consultant Deliverables

Meeting Agendas, Materials, and Minutes.

Executive Summary.

County Draft Plan - PDF.

Agency Draft Plan - PDF.

Final Plan - PDF

Task 1100 Meetings

Meeting No. 10 - County Review Comments.

Meeting No. 11 - Agency Review Comments.

EXHIBIT B
LEWIS COUNTY MIDDLE FORK WATER & SEWER SYSTEM
SCOPE OF SERVICES
WATER SYSTEM PLAN UPDATE

CAROLLO ENGINEERS, INC.

FEE SCHEDULE

As of January 1, 2026

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$155.00
Professional	185.00
Project Manager	255.00
QA/QC	305.00
Senior Professional	305.00
Technicians	
Technicians	145.00
Support Staff	
Document Processing / Clerical	125.00
Project Equipment Communication Expense (PECE) Per DL Hour	16.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate	\$0.725 per mile
Effective January 1, 2026	
Subconsultant	Cost + 10%
Other Direct Cost	Cost + 10%
Expert Witness	Hourly Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.