

Tim Rudolph ENGINEERING

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October 19, 2023

Alpine Water Company
100 Nutcracker Road
Bishop, CA 93514
Re: Water System Evaluation

WORK PLAN – Purpose is to evaluate the water system & identify problems and improvements that will ensure a reliable water system.

1. Review provided system documentation. Review maps and component locations.
2. Site visit to take photos and document the system components, walk system with operator to ask questions and observe system components.
3. Work with System Operator to turn valves to verify valve size and resulting approximate pipe size.
4. Use existing original map. Verify map on site visit and add information as needed. Have map scanned into PDF format.
5. Draw schematic hydraulic profile diagram of system. Use Google earth for relative site elevations. Field check pressures at service connections or fire hydrants.
6. Review existing quantity take off for system components, update as needed.
7. Review tank dive inspection report and make recommendations on issues found.
8. Prepare a written report of the system deficiencies and improvements. The improvements recommendations will be based on the current California water system regulations. Additional recommendations will be to improve the functioning and redundancy of the water system.

Completion of the evaluation would allow the Board to select the projects to work on. Additional work and cost would be required to create plans for the desired projects.

COST ESTIMATE

The estimated cost is \$6,500.00. Work shall be billed according to the rate listed in #2 below.

PROJECT SCHEDULE

To be scheduled at time of work approval.

GENERAL CONDITIONS & ADDITIONAL INFORMATION

1. Invoicing will be monthly. Final invoice will be presented upon completion of work. Payment terms are net due on receipt. Amounts due after 30 days will incur interest charged at an interest rate of 1.5% per month. By signing this contract, the Client agrees in advance to pay such charges.
2. Hourly Billing rate are \$145.00 per hour for a registered civil engineer. Travel will be charged at \$145.00 per hour. Travel will be charged from the office to the job site, typically about 12 hours round trip.
3. This proposal for professional services includes a cost estimate for the scope of work as outlined. Should the need of an increase or expansion in the scope of work become apparent, a written change order proposal will be submitted to the Client for review and approval. Additional work will be performed only at the direction of the Client. Consultant shall have no other duties or responsibilities except those set forth above/below except as agreed to in writing.
4. After completion of the scope of work as described, consulting with Tim Rudolph Engineering regarding changes in the project / plans, change in field conditions, review, and explanation of plans to the Client

Alpine Water Company

and / or the Contractor will be invoiced at the appropriate hourly rate(s). By signing this contract, the Client agrees in advance to pay such charges.

5. This proposal is subject to revision after thirty days from the date signed by Tim Rudolph Engineering.
6. This agreement may be terminated by the Client with a seven-day written notice; any work in progress and unpaid for at the time of such a termination shall be due and payable on the effective date of the termination.
7. This agreement may be terminated by Tim Rudolph Engineering with a seven-day written notice; any unfinished and unpaid work (instruments of service) shall be the property of Tim Rudolph Engineering.
8. Consultant's services shall be provided consistent with and limited to the professional standard of care which is the skill and care ordinarily provided by similar situated professionals practicing in the same or similar locality under the same or similar circumstances. Such standard of care is not a warranty or guarantee and consultant shall have no such obligation. Accordingly, client shall provide appropriate contingencies in both cost and schedule.
9. This Agreement and the deliverables, obligations, and rights herein are intended for the sole use and benefit of the Parties and are not intended to create any third-party rights or benefits. This agreement and the design may not be transferred or assigned by either party without written consent. Consultant shall not be responsible for the statements, performance, acts, errors, or omissions of any person or entity not under its direct control.
10. Consultant shall be deemed the owner of its Instruments of Service, including the Plans, Drawings and Specifications, and shall retain all common law, statutory and other rights, including copyrights. Consultant grants to the client a nonexclusive license to use the instruments of Service solely and exclusively for the purposes of constructing, using, maintaining, and adding to the Project, provided that the Client substantially performs its obligations under this agreement, including prompt payment of all sums due hereunder.
11. Notwithstanding any other provision, Consultant shall retain all rights of ownership and use of skills, knowledge and experience that have a general applicability, including such skills, knowledge or experience gained by consultant in connection with performing services for the Project. Such knowledge and experience includes, but not limited to standard arrangements and configurations, individual standard features, details, and design elements, specifications, general notes, and design templates.
12. In the event of Any dispute or disagreement, upon written request of either party, the official representatives of both parties shall meet in person in a good faith attempt to resolve such dispute or disagreement within fifteen days. If such dispute or disagreement has not been resolved by such meeting and negotiations within thirty days of the initial request, prior to taking any other action, the dispute or disagreement shall be subjected to mediation within sixty days of such request using an experienced third party, as agreed by the Parties. The only exception to the foregoing would be any necessary filing to preserve lien rights or to avoid impacts of any statute of limitation.
13. Our office carries Liability and Professional Errors & Omissions Insurance. Client expressly agrees that any liability arising out of this project shall be limited to the Consultants business and its applicable insurance and shall not be the basis of personal liability as to the Consultant's owners or employees.
14. The Parties waive claims against each other for consequential damages arising out of or relating to this Agreement, whether arising in contract, warranty, tort, (including negligence), strict liability, or otherwise, including but not limited to losses of use, profits, income, rent, business, reputation, of financing.
15. Any claim in litigation between these Parties must be filed not later than the earlier of the expiration of the applicable statute of limitations or five (5) years from either substantial completion or Consultant's last service on the Project.

Submitted by:

Tim Rudolph

October 19, 2023

Tim Rudolph, P.E.

Date

C 63207

Alpine Water Company Water System Evaluation

Accepted by – Alpine Water Company

Jerry Billings
Signature

JERRY BILLINGS - PRESIDENT
Printed Name / Title

10-24-2023
Date

Billing Address:
Alpine Water Company
100 Nutcracker Road
Bishop CA 93514