



Our vision of Coeur d'Alene is of a beautiful safe city  
that promotes a high quality of life and sound economy  
through excellence in government

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE**  
**with**  
**Council Members Gookin, Miller, & Gabriel**  
**November 25, 2024, 12:00 p.m.**  
**Library Community Room**  
**702 Front Avenue**

**AGENDA**

**\*\*\*ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

**Item 1** 2024/2025 Wastewater Collection System Capital Improvement Projects - Professional Services Agreement with J-U-B Engineers Inc.

**STAFF REPORT BY:** Mike Anderson, Wastewater Superintendent

**Item 2** Ramsey Road Signal Upgrades – Professional Services Agreement with J-U-B Engineers Inc.

**STAFF REPORT BY:** Chris Bosley, City Engineer

**Item 3** American Legion Baseball Agreement

**STAFF REPORT BY:** Adam Rouse, Recreation Superintendent

**ADJOURNMENT**

**This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,  
and on Facebook live through the City's Facebook page.**

*The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.*

**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**DATE:** November 25, 2024  
**FROM:** Mike Anderson, Wastewater Director  
**SUBJECT:** Professional Services for 2024/2025 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS

**DECISION POINT:** Should the General Services/Public Works Committee recommend that Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2024/2025 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost not to exceed \$260,200.00?

**HISTORY:** Each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City’s aging sewer collection infrastructure. At the top of this year’s list is a design for upgrades to the Mill River Sewer Pump Station. This project will rebuild and upgrade an existing aging pump station to handle current and future flows in this basin. Also included will be preliminary design work for sewer upsizing or bypassing a sanitary sewer capacity issue along US 95 from Wilbur Avenue south to Hanley Avenue.

Pursuant to Idaho Code § 67-2320, the WW Utility solicited firms for ongoing Professional Engineering Services through the request for qualifications process. J-U-B Engineers, Inc., was selected from the list of preapproved providers. The WW Utility has determined that J-U-B will provide the best services based on qualifications and demonstrated competence. Therefore, it is proposed that a contract be awarded to J-U-B for the 2024/2025 Wastewater Collection System Capital Improvements Projects.

**FINANCIAL ANALYSIS:** The following table summarizes this year’s CIP Task cost breakdown:

2024/2025 Wastewater Collection System CIP Tasks:

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$14,800.00	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench CMS (2024 OT Continuation)	Time and Materials (Estimated Amount Shown)	\$14,000.00	Concurrent with work progress.

300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	C.9 Mill River Lift Station Analysis	Time and Materials (Estimated Amount Shown)	\$37,700.00	Draft for CLIENT review 2 months after executed contract, notice to proceed, and receipt of all required data
400	C.9 Mill River Lift Station Design	Time and Materials (Estimated Amount Shown)	\$98,800.00	Draft for CLIENT review 4 months after executed contract, notice to proceed, and receipt of all required data
400	C.12 Evaluation of US 95 Sewer Capacity Issue	Time and Materials (Estimated Amount Shown)	\$44,900.00	As mutually agreed, to by CLIENT and J-U-B
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	Under Separate Contract	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
999	Watermain Dept. Design CMS Coordination	Reserved	--	--
<b>Total:</b>			<b>\$260,200</b>	

During FY 2024/2025, the Wastewater Utility budgeted \$600,000.00 for the design and construction of the CIP tasks. A copy of the proposed Agreement for Professional Services accompanies this staff report. Of the \$600,000.00 budgeted for CIP tasks in FY 2024/2025, \$260,200 is allocated for this engineering services agreement, with the remaining budget reserved for construction.

The requirement to increase capacity of the Mill River Lift Station has been known and, therefore, a “Mill River Surcharge” has been applied to all properties that feed into this lift station to be used specifically for the construction of the improvements to Mill River Lift Station (Task 400).

**PERFORMANCE ANALYSIS:** Since 2008, J-U-B has consistently demonstrated commitment and responsiveness to the City, delivering timely, cost-effective projects that meet the Wastewater Utility's expectations. Recent examples include the successful design and construction of open trench sewer work on 19th and 20th Streets, Homestead Avenue, and Cherrywood Drive, all of which were completed to a high standard.

The Mill River Lift Station project reflects a carefully phased approach to infrastructure development. When the station was first installed, building to the final anticipated capacity would have been inefficient. This planned upgrade will accommodate current and future flows as the area reaches full build-out. Along with the US-95 sewer upsizing project, these improvements will enhance system reliability, address capacity constraints, and support future growth while minimizing costly disruptions or emergency repairs.

**RECOMMENDATION:** The General Services/Public Works Committee should recommend that Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for tasks associated with 2024/2025 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS at a cost not to exceed \$260,200.00



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**2024/2025 Wastewater Collection  
System Capital Improvement  
Projects**

*November 25, 2024*

A smaller version of the City of Coeur d'Alene logo is located in the bottom right corner of the slide. It includes the stylized tree, mountains, and water graphic, along with the text "City of Coeur d'Alene IDAHO".

2

## Council Decision

- **Approve agreement with J-U-B Engineers, Inc., for professional engineering services.**
- **Total cost: \$260,200**
- **Total budget line: \$600,000, with \$260,200 allocated for this work.**



3

## The Need for Infrastructure Improvements

- **Increased wastewater flow demands in the Mill River basin, requiring phased upgrades.**
  - **Previously collected Mill River Surcharge**
- **Capacity limitations along US-95 sewer line hinder development.**



4

## Mill River Lift Station Upgrades

- Improve flow capacity to handle full build-out demands.
- Reduce risks of overflows and backups.
- Ensure compliance with wastewater management standards.
- Phased design ensures efficiency and cost-effectiveness.



5

## Sewer Upsizing, US95 from Wilbur Ave to Hanley Ave

- Address capacity constraints along a critical corridor.
- Prevent strain on existing infrastructure.
- Enable future development and population growth.

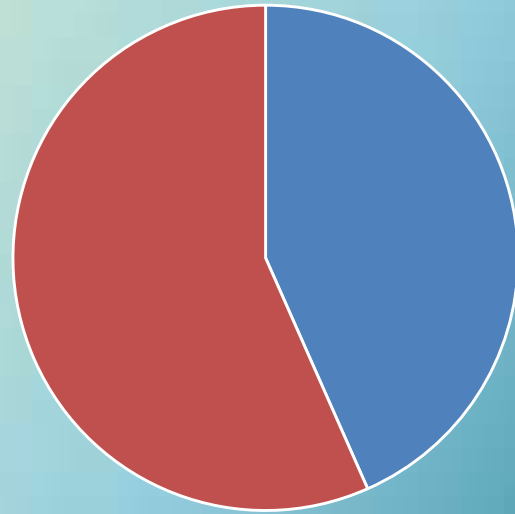


6

### 2024-2025 "Sewer Replacement"

#### Financial Summary

- Total CIP Budget: \$600,000.
- Allocated to this agreement: \$260,200.
- Remaining budget reserved for construction and contingencies.



■ Engineering ■ Construction



# Questions?





**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**2024/2025 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT**  
**PROJECTS**

THIS Professional Services Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 2760 W. Excursion Ln, STE 400, Meridian, Idaho 83642, hereinafter referred to as the “**CONSULTANT**.”

W I T N E S S E T H:

WHEREAS, in compliance with State law and the **CITY**’s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for \_\_\_\_\_, hereinafter referred to as the “Work,” according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the Work, furnishing all services therefor according to the Project Documents. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**’s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

A. The **CONSULTANT** shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit “A.”

B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

SECTION 3. PERSONNEL.

A. The **CONSULTANT** represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the **CITY**.

B. All of the services required hereunder will be performed by the **CONSULTANT** or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The **CONSULTANT** agrees to maintain Worker's Compensation coverage on all employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, the **CONSULTANT** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments. Should the **CONSULTANT** fail to maintain the required Worker's Compensation insurance during the entire term hereof, the **CONSULTANT** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed on or before September 30, 2025. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed two hundred sixty thousand two hundred dollars (\$260,200.00), unless authorized in writing by the **CITY**.

B. Except as otherwise provided in this Agreement, the **CITY** shall not provide any additional compensation, payment, use of facilities, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that administrative overhead and other indirect or direct costs the **CONSULTANT** may incur in the performance of its obligations under this Agreement have already been included in computation of the **CONSULTANT**'s fee and may not be charged to the **CITY**.

SECTION 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar

month and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

**SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE.** If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. Consultant may terminate the Agreement due to City's material breach of contract with seven (7) days written notice, unless breach is cured within the notice period.

**SECTION 8. TERMINATION FOR CONVENIENCE.** The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

**SECTION 9. MODIFICATIONS.** The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "A," to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

**SECTION 10. NON-DISCRIMINATION.**

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising;

layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONSULTANT** agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The **CONSULTANT** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

C. The **CONSULTANT** shall comply, if applicable, with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), 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 Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d’Alene Municipal Code.

D. The **CONSULTANT**, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, 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 Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d’Alene Municipal Code.

E. 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 sub-consultant or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT**’s obligations under this Agreement and the Regulations and Municipal Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

F. 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 the **CITY** or

the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

G. In the event of the **CONSULTANT**'s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the **CONSULTANT** under the Agreement until the **CONSULTANT** complies, and/or;
- Cancellation, termination, or suspension of the Agreement, in whole or in part.

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) 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 sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the **CONSULTANT** may request ITD enter into such litigation to protect the interests of the state and, in addition, the **CONSULTANT** may request the USDOT enter into such litigation to protect the interests of the United States.

SECTION 11. ANTI-ISRAEL BOYCOTT CERTIFICATION. Pursuant to Idaho Code § 67-2346, the **CONSULTANT** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

SECTION 12. FIREARMS AND FOSSIL FUELS CERTIFICATION. Pursuant to Idaho Code § 67-2347A, the **CONSULTANT** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

SECTION 13. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of the People's Republic of China.

SECTION 14. NO PUBLIC FUNDS FOR ABORTION CERTIFICATION. Pursuant to Idaho Code § 18-8703, the **CONSULTANT** certifies that it is not, and will not for the duration of

this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

SECTION 15. ASSIGNABILITY.

A. The **CONSULTANT** shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the **CITY** thereto. Provided, however, that claims for money due or to become due to the **CONSULTANT** from the **CITY** under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the **CITY**.

B. The **CONSULTANT** shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the **CITY**.

SECTION 16. Interest of Consultant. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

SECTION 17. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the **CONSULTANT** under this Agreement which the **CITY** requests to be kept confidential shall not be made available to any individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.

SECTION 18. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **CITY** may make and retain copies of Documents for information and reference in connection with use on the Project by the **CITY**. Such Documents are not intended or represented to be suitable for reuse by the **CITY** or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**'s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 19. Audits and Inspection. The **CONSULTANT** shall provide access for the **CITY** and any duly authorized representatives to any books, documents, papers, and records of the **CONSULTANT** that are directly pertinent to this specific agreement for the purpose of making

audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 20. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 21. Non-Waiver. The failure of the **CITY** at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the **CITY** thereafter to enforce each and every protection hereof.

SECTION 22. Permits, Laws and Taxes. The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement, including all necessary licenses and certifications for its employees. All actions taken by the **CONSULTANT** under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this Agreement.

SECTION 23. Relationship of the Parties. The **CONSULTANT** shall perform its obligations hereunder as an independent contractor of the **CITY**. The **CITY** may administer this Agreement and monitor the **CONSULTANT**'s compliance with this Agreement, but shall not supervise or otherwise direct the **CONSULTANT** except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 24. Integration. This Agreement, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 25. Hold Harmless.

A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **CONSULTANT**'s performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 25(A).

B. The **CONSULTANT** shall, hold harmless, and indemnify the **CITY**, its officers, agents, and employees from and against damages or liability to the extent arising out of the

**CONSULTANT**'s negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25(B).

Neither party shall be liable to the other for indirect, consequential, or incidental damages that may result from this Agreement or related projects.

SECTION 26. Notification. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

City of Coeur d'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814  
Attn.:

J-U-B Engineers, Inc.  
7825 Meadowlark Way  
Coeur d'Alene, ID 83815  
Attn:

SECTION 27. Standard of Performance and Insurance.

A. The **CONSULTANT** shall maintain general liability insurance naming the **CITY**, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

B. In performance of professional services, the **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the **CONSULTANT**'s profession. Should the **CONSULTANT** or any of the **CONSULTANT**'s employees be found to have been negligent in the performance of professional services from which the **CITY** sustains damage, the **CONSULTANT** has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The **CONSULTANT** shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.



D. Prior to work under this Agreement, the **CONSULTANT** shall furnish to the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to policy holder, prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

\_\_\_\_\_  
Woody McEvers, Mayor

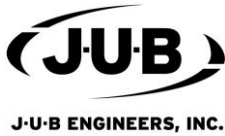
\_\_\_\_\_  
Cory R. Baune, P.E, Executive Vice President

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Secretary



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** FY 2024/2025 COLLECTION SYSTEM PROJECTS

**CLIENT:** CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

**J-U-B PROJECT NUMBER:** 20-25-011

**CLIENT PROJECT NUMBER:** N/A

**ATTACHMENT TO:**

**AGREEMENT DATED:** \_\_\_\_\_; **or**

**AUTHORIZATION FOR CONTRACT AMENDMENT #**\_\_\_; **DATED:** N/A

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

This scope of work is for engineering services for the City of Coeur d'Alene Wastewater Department's Collection System Projects resulting from the November 28, 2018 Request for Proposals for Professional Engineering Services. The work includes engineering services for a variety of capital improvement rehabilitation and replacement projects identified in the Department's ongoing asset management program and the current Collection System Master Plan Update

**PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 010: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
3. Regularly monitor project status, budget and schedule.
4. Attend 4 client meetings to report project status.
5. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
6. Provide a monthly invoice including budget status.
7. Provide ongoing document handling and filing.
8. Archive paper and electronic files and records.
9. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

**B. Task 100: TRENCHLESS REHABILITATION PROJECTS**

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2024, no work is anticipated for this task in FY2024/2025 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

**C. Task 200: OPEN TRENCH REPLACEMENT PROJECTS**

1. Subtask 101: 2024 Collection System Project Construction Management Services (CMS) Continuation
  - a. For this task, J-U-B will provide the following CMS services:
    - i. J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A.
2. Assumptions:
  - a. Substantial Completion was achieved on 10/9/2024. Final Completion will be achieved by 11/08/2024.
  - b. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
  - c. CMS support through Substantial Completion: 9 calendar days
  - d. CMS support through Final Completion: 30 additional days
  - e. Pay Request – 2 total (Oct. AFP and Release Retainage).
  - f. Quantity Adjustment Change Order.
  - g. Coordination on WH-5 & Tax Commission Closeout Documents.
  - h. Construction management (CMS) for construction meetings assuming 0 total meetings.
  - i. Per Contractor's current schedule, no onsite observation will be required.
3. Deliverables:
  - a. J-U-B will provide electronic copy record drawings for CLIENT records.

**D. Task 300: INFLOW AND INFILTRATION REDUCTION**

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2024, no work is anticipated for this task in FY2024/2025 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

**E. Task 400: CAPITAL IMPROVEMTN PROEJCTS**

1. Subtask 001: C.9 Mill River Lift Station Upgrade – Preliminary Analysis
  - a. For this task, J-U-B will provide the following services:
    - i. Conduct a kick-off meeting and site visit with City staff.
    - ii. Review existing and future/buildout flows for lift station. Include alternative for lift station taking flows from the City of Huetter. Provide available gpm/number of ERU for City.
    - iii. Review existing and future force main sizing for lift station discharge piping.
    - iv. Assist City with evaluation of existing 8-inch discharge piping and syphon condition.
    - v. Evaluate City lift station policy criteria, including requirements for emergency/overflow storage.
    - vi. Provide preliminary pump selection.
    - vii. Identify electrical upgrades.
    - viii. Provide preliminary cost estimate.
    - ix. Prepare summary Technical Memorandum.
    - x. Complete QA/QC of Technical Memorandum and Cost Est.
    - xi. Conduct a review meeting with City Staff.
  - b. Assumptions:

- i. City staff to provide equipment and personnel to complete CCTV and pressure test of 8-inch discharge force main and syphon piping.
      - ii. City staff to provide buildout conditions for land use type contributing flows to the lift station.
    - c. Deliverables:
      - i. J-U-B will provide electronic copy of Technical Memorandum and Cost Estimate for CLIENT records.
2. Subtask 002: C.9 Mill River Lift Station Upgrade – 60% Design
- a. For this task, J-U-B will provide the following services:
    - i. Conduct a kick-off meeting with City staff.
    - ii. Complete topographic survey of the Mill River Lift Station Site, and monument research and preservation.
    - iii. Utility Locates - J-U-B will call in design locates to One Call. Utilities that locate underground facilities will be surveyed.
    - iv. J-U-B will send an initial contact letter via email to each utility company generated on the design locate ticket to get existing mapping from each utility company.
    - v. J-U-B will incorporate utility mapping into plan set, and flag potential conflict. No potholing is included through J-U-B to verify actual utility locations.
    - vi. Field Check on Base map / Identify Additional Survey Request Extents.
    - vii. Hydraulic analysis and pump selection. Include provisions for new pump rails.
    - viii. Provide design and associated plan sheets for Site Civil, Demolition, Mechanical Plans, Sections and Details.
    - ix. Provide design and associated plan sheets for Electrical.
    - x. Outline construction sequencing and bypass pumping plan.
    - xi. Develop preliminary engineering report and submit to IDEQ.
    - xii. Create draft set of Bid Documents, front end and technical specifications.
    - xiii. Update preliminary cost estimate.
    - xiv. Complete QA/QC of PER, Bid Documents, Technical Specification and Cost Est.
    - xv. Conduct a review meeting with City Staff.
  - b. Assumptions:
    - i. Topographic survey not anticipated to be completed for entire force main alignment, lift station site only. A boundary survey for this location will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
    - ii. Requirements for design of the lift station will be determined by results from the Preliminary Analysis, Task 400-001. If CLIENT identifies work additional design work, it will be completed as an additional service. Current design includes, pump upgrades, electrical upgrades, minimal wet well piping modifications to accommodate pump and railing, replacement of isolation valves and swing checks in dry pit, buried isolation valve replacement and development of a work sequence and bypass pumping plan. Design or evaluation of the wet well, force main or modifications to the valves in the syphon vault not anticipated.
  - c. Deliverables:
    - i. J-U-B will provide electronic copy of PER, Bid Documents and Plans to CLIENT for their records and review.
3. Subtask 003: C.9 Mill River Lift Station Upgrade – Final Design
- a. For this task, J-U-B will provide the following services:

- i. Final hydraulic analysis and pump selection.
  - ii. Complete final design and associated plan sheets for Site Civil, Demolition, Mechanical Plans, Sections and Details.
  - iii. Complete final design and associated plan sheets for Electrical.
  - iv. Develop final construction sequencing and bypass pumping plan.
  - v. Incorporate QA/QC, City and IDEQ into Bid Documents and Plan Set.
  - vi. Create a final set of Bid Documents, front end and technical specifications.
  - vii. Update cost estimate.
  - viii. Complete QA/QC.
  - ix. Conduct a final meeting with City Staff.
- b. Assumptions:
- i. Requirements for design of the lift station will be determined by results from the Preliminary Analysis, Task 400-001. If CLIENT identifies work additional design work, it will be completed as an additional service. Current design includes pump upgrades, electrical upgrades, minimal wet well piping modifications to accommodate pump and railing, replacement of isolation valves and swing checks in dry pit, buried isolation valve replacement and development of a work sequence and bypass pumping plan. Design or evaluation of the wet well, force main or modifications to the valves in the syphon vault not anticipated.
- c. Deliverables:
- i. J-U-B will provide three hard copies and one electronic copy of Bid Documents and Plans to CLIENT for their records and review.
4. Subtask 101: C.12 Evaluation
- a. For this task, J-U-B will conduct a preliminary evaluation of the C.12 bottleneck identified in the 2022 Wastewater Collection System Master Plan, and provide a technical memorandum identifying potential alignments or alternatives.
- i. J-U-B will conduct an initial meeting with City and ITD staff to review proposed project and establish criteria for the Technical Memorandum.
  - ii. J-U-B will conduct preliminary survey between Wilbur and Hanley Avenue, West of Highway 95. Survey will include prominent surface features, edge of roadway, existing utilities, and other items requested by ITD for a preliminary sewer alignment evaluation. J-U-B will secure encroachment permit to work in ITD ROW.
  - iii. J-U-B will evaluate up to four potential sewer alignments and/or alternatives.
    - (a) One alignment alternative will be to review possibility to route flow for undeveloped land along Prairie to the West. Evaluation will include review of existing MH elevation at potential tie in location, check lines for new gravity sewer at minimum grade and capacity evaluation.
  - iv. J-U-B will prepare a preliminary Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 30% construction contingency.
  - v. J-U-B will develop a Technical Memorandum summarizing the three alignments, including figures and preliminary cost opinion.
  - vi. J-U-B will conduct QA/QC of Technical Memorandum, figures and preliminary cost est.
  - vii. J-U-B will conduct a follow-up meeting with City and ITD staff to review preferred project alignment.
- b. Assumptions:
- i. Survey can be completed in two 8 hour days without Traffic Control. If additional survey or traffic control is needed, CLIENT may authorized under Task 500: Management Reserve.

- ii. Full topographic survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
- iii. A boundary survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
- iv. J-U-B will review four potential alignments.
- c. Deliverables:
  - i. J-U-B will provide one electronic copy and two hard copies of the Technical Memorandum.

#### **F. Task 500: Management Reserve Fund**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:
  - a. Additional public meetings or outreach as requested by CLIENT.
  - b. Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
  - c. Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
  - d. Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
  - e. Perform detailed manhole condition assessment, testing, and/or structural evaluation.
  - f. Prepare exhibits and descriptions for CLIENT's use in acquiring easements.
  - g. Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
  - h. Re-design or update the plans and specifications for bidding and construction.
  - i. Perform dye testing and related field work to identify if service laterals are active or inactive.
  - j. Review product substitution requests submitted by the Contractor.
  - k. Perform drawdown tests on existing lift station to quantify pump capacity.
  - l. Update CLIENT's geographical information system (GIS) database.
  - m. Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.
  - n. Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
  - o. Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
  - p. Assist the CLIENT with procuring the services of a geotechnical engineer for investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during design or construction (other than as identified in the preceding tasks).
  - q. Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
  - r. Perform flow monitoring or smoke testing to supplement previously obtained data.
  - s. Assist with Point Repairs Design, Bidding, and Construction as requested by CLIENT.
  - t. Assist the CLIENT with project bidding, other than as identified in the preceding tasks.
  - u. Assist the CLIENT with bid protests and/or bid disputes.
  - v. Provide the CLIENT with construction warranty period support.

- w. Perform additional topographic survey and/or field investigation as necessary to verify utility locations.
- x. Assist the Client with void exploration and repair service for the M-interceptor. J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT. J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of a soil stabilization contractor, as determined appropriate by CLIENT.

**G. Task 999: WATERLINE DESIGN/CMS CORDINATION**

- 1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2024, no work is anticipated for this task in FY2024/2025 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  - 1. N/A
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  - 1. N/A

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  - 1. For Time and Materials fees:
    - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
- B. **Period of Services**
  - 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
  - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$14,800	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench (2024 CMS Continuation)	Time and Materials (Estimated Amount Shown)	\$14,000	Concurrent with work progress
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	C.9 Mill River Lift Station Preliminary Analysis	Time and Materials (Estimated Amount Shown)	\$37,700	Draft for CLIENT review 2 months after executed contract, notice to proceed, and receipt of all required data
400	C.9 Mill River Lift Station Design	Time and Materials (Estimated Amount Shown)	\$98,800	Draft for CLIENT review 4 months after executed contract, notice to proceed, and receipt of all required data
400	C.12 Evaluation	Time and Materials (Estimated Amount Shown)	\$44,900	As mutually agreed to by CLIENT and J-U-B
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	<i>Reserved</i>	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
999	Water Department Design/ CMS Coordination	<i>Reserved</i>	--	--
<b>Total:</b>			<b>\$260,200</b>	

**Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

**Certification Concerning Government Ownership or Operation.** Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.



- E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-X.
- F. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

**Exhibit(s):**

- Exhibit 1-X: Work Breakdown Structure
- Standard Exhibit A: Construction Phase Services

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Municipal/Utility Engineering (203)

# EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE SUMMARY

## BASIS OF FEE ESTIMATE



J-U-B ENGINEERS, INC.



THE LANGDON GROUP



GATEWAY MAPPING INC.

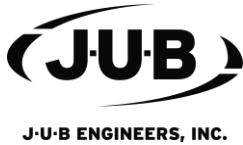
J-U-B FAMILY OF COMPANIES

**Project Title, Client:** FY 2024/2025 Collection System Project, City of Coeur d' Alene

**Project Number:** 20-25-011

**Prepared By:** JPW/JRB

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
<b>010</b>		<b>Project Management</b>	<b>\$14,800</b>
010	001	Admin	\$14,800
<b>100</b>		<b>Trenchless Rehabilitation Project</b>	<b>\$0</b>
100	001	Trenchless Rehabilitation Project	\$0
<b>200</b>		<b>Open Trench Project</b>	<b>\$14,000</b>
200	101	Open Trench CMS Continuation (2024 Open Trench Project Cont.)	\$14,000
<b>300</b>		<b>Inflow and Infiltration Reduction</b>	<b>\$0</b>
300	001	Inflow and Infiltration Reduction	\$0
<b>400</b>		<b>Capital Improvement Projects</b>	<b>\$181,400</b>
400	001	C.9 Mill River Lift Station Upgrade - Preliminary Analysis	\$37,700
400	002	C.9 Mill River Lift Station Upgrade - 60% Design	\$61,900
400	003	C.9 Mill River Lift Station Upgrade - Final Design	\$36,900
400	101	C.12 Evaluation	\$44,900
<b>500</b>		<b>Management Reserve Fund</b>	<b>\$50,000</b>
500	001	Management Reserve	\$50,000
<b>600</b>		<b>GIS Services</b>	<b>\$0</b>
600	001	GIS Services	\$0
<b>700</b>		<b>Master Plan Update</b>	<b>\$0</b>
700	001	Master Plan Update	\$0
<b>999</b>		<b>Water Department Design/CMS Coordination</b>	<b>\$0</b>
999	001	Water Department Design/CMS Coordination	\$0
<b>TOTAL</b>			<b>\$260,200</b>



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes

No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes

No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes

No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes

No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes

No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes

No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes

No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes

No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes    10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- No
- Yes    11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- No
- Yes    12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- No
- Yes    13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- No
- Yes    14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- No
- Yes    15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- No

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes    1.    *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.  
 No
  
- Yes    2.    *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.  
 No
  
- Yes    3.    *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.  
 No
  
- Yes    4.    *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.  
 No
  
- Yes    5.    *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.  
 No
  
- Yes    6.    *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.  
 No
  
- Yes    7.    *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.  
 No
  
- Yes    8.    *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.  
 No
  
- Yes    9.    *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.  
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
  - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
  - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*
  - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.



- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

## **CLIENT'S RESPONSIBILITIES**

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## **INDEMNIFICATION**

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

**GENERAL SERVICES/PUBLIC WORKS  
STAFF REPORT**

**DATE:** NOVEMBER 25, 2024  
**FROM:** CHRIS BOSLEY – CITY ENGINEER  
**SUBJECT:** RAMSEY RD SIGNAL UPGRADES PROFESSIONAL SERVICES AGREEMENT

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**DECISION POINT:** Should the General Services/Public Works Committee recommend that Council approve a Professional Services Agreement with J-U-B ENGINEERS, Inc. for the design of the Ramsey Road traffic signal upgrades?

**HISTORY:** In September of 2023, the City was awarded a \$1,235,158 grant to upgrade traffic signals on Ramsey Road and construct a new traffic signal at Wilbur Avenue. Upgrades will include detection, ADA improvements, and coordination between signals to improve traffic flow. The grant will be administered by the Local Highway Technical Assistance Council (LHTAC). This Professional Services Agreement is needed for J-U-B ENGINEERS to begin design. Construction is anticipated for FY2025.

**FINANCIAL ANALYSIS:** The City’s estimated match requirement for the LHSIP grant is 7.34% of the projected \$1,333,000 total project cost, or \$97,842. The funding has been budgeted in the Streets & Engineering’s Capital Projects Fund.

**PERFORMANCE ANALYSIS:** Approval of this agreement will allow J-U-B ENGINEERS to begin the design process.

**DECISION POINT/RECOMMENDATION:** The General Services/Public Works Committee should recommend that Council approve the Professional Services Agreement with J-U-B ENGINEERS, Inc. for the design of the Ramsey Road traffic signal upgrades.

**Idaho Transportation Department**  
**Local Professional Services Agreement**

Agreement #: 97088

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF COEUR D'ALENE, whose address is 710 E. MULLAN AVENUE Coeur d'Alene, ID 83814, hereinafter called the "Sponsor," and JUB Engineers, Inc., whose address is 2760 W. Excursion Ln., Ste. 400, Meridian, ID, 83642, hereinafter called the "Consultant."

**RATIFICATION**

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

**NOW, THEREFORE**, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

<b>Project Name</b>	<b>Project #</b>	<b>Key #</b>
SMA-7905, RAMSEY RD SIGNAL UPGRADES, KOOTENAI CO	A024(276)	24276

**SUBCONSULTANTS**

The State approves the Consultant's utilization of the following Subconsultants:

N/A

**AGREEMENT ADMINISTRATOR**

This Agreement shall be administered by Brian Wright, Safety Engineer, LHTAC; (208) 344-0565; or an authorized representative.

**DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**A. DESCRIPTION OF WORK**

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

**DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE**

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

**TIME AND NOTICE TO PROCEED**

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **10/1/2025**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

**BASIS OF PAYMENT**

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **\$182,171.00**
2. Additional Services Amount: **\$0.00**
3. Total Agreement Amount: **\$182,171.00**

C. Fixed Fee Amount: **\$18,532.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

JUB Engineers, Inc.            176.86%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Non-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated. In no case will rates be adjusted more than once per agreement year.

F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands on the day and year in this Agreement first written above.

**JUB ENGINEERS, INC.**

Consultant

By: 

Title: Program Manager

**CITY OF COEUR D'ALENE**

Local Sponsor

By: \_\_\_\_\_

Title: \_\_\_\_\_

**IDAHO TRANSPORTATION  
DEPARTMENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**IDAHO CODE CERTIFICATION FORM**

**Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.**

**Anti-Boycott Clauses**

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

**Prohibition on Contracts with Companies Owned or Operated by the Government of China**

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

## ATTACHMENT NO. 1L

### CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

#### A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://itd.idaho.gov/business/?target=consultant-agreements> .
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

**NOTE:** All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

#### B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

#### C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

#### D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

#### E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.



F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

#### Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

#### Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

#### Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

## J. MISCELLANEOUS PROVISIONS

### 1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

### 2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

### 3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

#### 4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

#### 5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

#### 6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

## 7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

## 8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

## 9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

- a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage)
- b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: <http://itd.idaho.gov/business/?target=consultant-agreements> .

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

**1050.20 Appendix A:**

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. <http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;
  - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.



## 1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all 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 § 4 71, Section 4 7123 ), 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 contractors, 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).

## 21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NOTE:** Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**J-U-B Team Proposed Scope of Work  
KN24276 Ramsey Signal Upgrades  
Negotiated**

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**Project Overview and Understanding**

The City of Coeur d’Alene (CDA) was awarded Local Highway Safety Improvement Program (LHSIP) funds to improve four intersections on Ramsey Road (KN24276), located within their jurisdiction in Kootenai County, Idaho. Ramsey Road is functionally classified as a Minor Arterial and carries a large volume of traffic for regional commuting purposes. Lake City High School is also located along the corridor. Ramsey Road provides an important and highly traveled north-south connection for the City of Coeur d’Alene and greater Kootenai County region. This project proposes to upgrade traffic and pedestrian signal equipment and improve ADA ramps at Prairie Ave, Hanley Avenue, and Dalton Avenue, and install a new traffic signal and ramps at Wilbur Avenue.

**Proposed Project Approach**

The project will be designed following applicable City and ITD/LHTAC project development standards, including an informal preliminary design submittal and formal final design, and Plans, Specifications, and Estimate (PS&E) submittals. The project is not anticipated to include obtaining new right-of-way for the planned improvements and geotechnical and materials information is not required due to the use of standard signal pole foundations. The J-U-B team will provide design elements and signal timing plans as outlined in the scope of work below, including contracting Quality Counts to obtain traffic counts. Signal plans for Wilbur Ave were developed several years ago, and the plans will be reviewed, validated and updated as needed, and incorporated into the bid package. J-U-B will use LHTAC’s ProjectWise to share project related documentation. LHTAC will complete all environmental services with support from J-U-B as outlined in the tasks below.

**Task 1 – Project Management**

The purpose of this task is to provide project management by J-U-B including contract management, the team administration, traffic count collection management and oversight. In addition to hours for the J-U-B Project Manager, this task also includes the time for J-U-B staff to attend and/or participate in a kickoff meeting, weekly internal team meetings, and monthly project team meetings. This scope of work is estimated to last 14 months after weather allows for survey to proceed.

Task #	Task Name and Description	Assumptions	Deliverables
1.1	Project Start Up and Planning Setting up the project in JUB’s accounting and CAD systems, preparing data collection contracts.		

Task #	Task Name and Description	Assumptions	Deliverables
1.2	<u>Project Kickoff Meeting</u>	<ol style="list-style-type: none"> <li>1. Kickoff meeting to be held at JUB's office and virtually via Teams.</li> <li>2. 1-hour long meeting</li> <li>3. JUB PM, PE, and Traffic Engineer will attend.</li> </ol>	<ol style="list-style-type: none"> <li>1. Agenda</li> <li>2. Meeting minutes</li> </ol>
1.3	<u>Monthly Internal Design Team Meetings</u>	<ol style="list-style-type: none"> <li>1. The project will last for 14 months after the kickoff meeting. Project anticipated to require up to 14 monthly meetings.</li> <li>2. The meetings will be 1 hour each, held via MS Teams</li> <li>3. JUB PM, PE, and Traffic Engineer will attend all meetings.</li> <li>4. J-U-B's Survey Lead will attend 3 meetings. As disciplines complete scope, they will be dropped from the meeting.</li> </ol>	
1.4	<u>Administration of Team</u> Includes time for J-U-B PM to coordinate and oversee the day-to-day activities of the project team and communicate with CITY/LHTAC as required to keep the project on task and on schedule.	<ol style="list-style-type: none"> <li>1. This effort is estimated at 5% of the overall hours of staff and subconsultants.</li> </ol>	
1.5	<u>Project CPD schedule</u>	<ol style="list-style-type: none"> <li>1. Establish initial CPD</li> <li>2. Provide 14 updates to CPD and submit with monthly invoices/progress reports.</li> <li>3. CPD will include 10 working days for City/LHTAC review of draft submittals and 10 working days for City/LHTAC review of final submittals</li> <li>4. Preliminary and final design reviews will include 15 working days for City/LHTAC review</li> </ol>	<ol style="list-style-type: none"> <li>1. Initial CPD</li> <li>2. Monthly CPDs submitted with progress report and invoice</li> </ol>
1.6	<u>Monthly Progress Report (0771 form) and Invoice</u>	<ol style="list-style-type: none"> <li>1. 14 invoices and progress reports will be prepared</li> </ol>	<ol style="list-style-type: none"> <li>1. Monthly invoice, progress report, and supporting data</li> </ol>
1.7	<u>Environmental Documentation Support</u>	<ol style="list-style-type: none"> <li>1. J-U-B will support LHTAC in the environmental analysis by creating the project purpose and need statement and providing figures for environmental documents. It is assumed that a total of 4 figures will be needed</li> </ol>	<ol style="list-style-type: none"> <li>1. Up to 4 figures for environmental documents</li> <li>2. Purpose and Need statement</li> </ol>

## Task 2 – Survey

J-U-B will provide boundary and topographic survey services following ITD guidelines.

Task #	Task Name and Description	Assumptions	Deliverables
2.1	<u>Prepare Right of Entry Letters</u>	<ol style="list-style-type: none"> <li>1. Right of entry letters will be prepared for up to 25 property owners.</li> </ol>	<ol style="list-style-type: none"> <li>1. Copies of letters and proof of delivery will be available upon request.</li> </ol>
2.2	<u>Primary Control</u> Establish a Primary control network consisting of strategically-placed intervisible control monuments within and surrounding the project limits. The primary control network will be a combination of found monuments together with #5 rebar with plastic cap marked "J-U-B ENGINEERS INC CONTROL POINT".	<ol style="list-style-type: none"> <li>1. Control points will be spaced approximately 500-feet apart.</li> <li>2. Horizontal datum will be based on NAD83, Idaho State Plane Coordinates, Idaho West Zone projected to ground values scaled about a control point located central to the project.</li> <li>3. Vertical datum will be based on NGVD 29.</li> <li>4. Control points will be also be vertical benchmarks for the project. A closed and adjusted differential level-loop will be run through the control to achieve the desired level of accuracy.</li> </ol>	

Task #	Task Name and Description	Assumptions	Deliverables
2.3	<u>Survey Records Research</u> Research existing survey records for: Geodetic Reference Monuments (both horizontal and vertical), Land Corner Records (CP&F), Records of Survey, Subdivision Plats, Historical road records, right-of-way records, and others as appropriate.	<ol style="list-style-type: none"> <li>At this time it is anticipated that all designed infrastructure will be within existing rights-of-way and that no existing monumentation will be in jeopardy of being disturbed or destroyed. Found monumentation in each project area will be noted and referenced on the survey base map. In the unlikely event monuments are disturbed or destroyed, they will reset under a separate task order and a Record of Survey will be prepared in accordance with Idaho Code. Alternatively, this work could be performed by a Professional Land Surveyor retained by the Contractor, if necessary.</li> </ol>	
2.4	<u>Existing Right-of-Way</u>	<ol style="list-style-type: none"> <li>Utilizing documents obtained through the Survey Records Research, calculate search positions for monuments of record needed to calculate existing right-of-way.</li> <li>Field-tie existing monumentation to determine existing rights-of-way pertinent to each project area.</li> <li>Perform survey analysis of the survey records and title documents relative to found monumentation to calculate and determine the existing right-of-way lines relative to each project area.</li> <li>Right-of-way will be determined for the Wilbur, Hanley, and Dalton intersections only.</li> </ol>	
2.5	<u>Topographic Field Survey</u>	<ol style="list-style-type: none"> <li>Topographic mapping will be performed using conventional surveying methods. Critical features to be considered for design will be surveyed with GPS and/or Robotic Total Stations.</li> <li>ITD point codes will be utilized and shots will be taken at an adequate spacing to produce a contour interval consistent with the ITD Design Manual throughout the project. The attached exhibits (Approximate Limits of Topographic Survey), will be used to define the anticipated project and survey limits.</li> <li>Other features to be mapped will include existing road, utility, hardscape and ground features within each project area extending to the rights-of-way and approximately 50-feet in each direction from the intersections.</li> <li>Using a Trimble SX12 Total Station Survey Instrument with integrated Terrestrial LiDAR scan capability, we will perform a series of measurements at the Wilbur Ave intersection to determine heights of overhead utilities. Data will be processed to create a 3D model illustrating the results and for use in design. Relative accuracies provided will be sub-2cm.</li> </ol>	
2.6	<u>Survey Base Map</u>	<ol style="list-style-type: none"> <li>Prepare a base map using the collected topographic data at a scale and contour interval in accordance with the ITD Design Manual.</li> <li>Develop a digital terrain model of existing conditions.</li> <li>Show existing right-of-way lines in the base map.</li> <li>A field check will be performed of the base map and digital terrain model prior to utilizing for preliminary design. A QC/QA sign-off form will be prepared and submitted.</li> <li>The Survey base map and digital terrain model will be prepared in Bentley OpenRoads Designer.</li> </ol>	<ol style="list-style-type: none"> <li>A final survey base map sealed by a Licensed Professional Land Surveyor in the State of Idaho.</li> </ol>

### Task 3 – Utility Coordination

J-U-B will take the lead on contacting and mapping utilities, coordinating utilities, identifying conflicts and easements, coordinating agreements, and coordinating relocations resulting from project conflicts. The goal with utility coordination

is to identify conflicts early, identify where utilities need to adjust or move, and authorize them to move once design is complete. J-U-B will position for timely notifications to utility companies according to the ITD Guide for Utility Management and will attempt to relocate utilities prior to construction, however utility relocations are often dependent on the utility company’s relocation schedule.

Task #	Task Name and Description	Assumptions	Deliverables
3.1	<p><u>Utility Locates and Contact Information</u> J-U-B will call in design locates to OneCall. Utilities that choose to locate underground facilities will be surveyed.</p>		
3.2	<p><u>Initial Contact Letter</u> J-U-B will send an initial contact letter via email to each utility company generated on the design locate ticket and obtain existing mapping from each utility company.</p>	<p>1. We anticipate up to 12 utilities will require coordination</p>	<p>1. Initial Contact Letters delivered via RE File</p>
3.3	<p><u>Utility Tracking Matrix</u> J-U-B will prepare and maintain a utility contact matrix (excel) that will be used to track correspondence between each utility company and J-U-B.</p>		<p>1. Delivered via RE File or upon request</p>
3.4	<p><u>Notification of Conflict Letter</u> J-U-B will prepare utility Notification of Conflict Letters via email. The letter will be accompanied by an exhibit showing the utility companies facilities and where conflicts exist requiring relocation.</p>	<p>1. We do not anticipate utility agreements will be required and utility relocations will be the responsibility of utilities. 2. We expect one utility conflict and relocation with this project.</p>	<p>1. Notification of Conflict Letter delivered via RE File</p>
3.5	<p><u>Utility Hearing Preparation</u> As required by Idaho Code, a waiver from each utility company or a utility hearing must be held for each project. Traditionally, some companies in Kootenai County have refused to sign waivers requiring utility hearings. J-U-B will prepare the utility hearing guidance for the council, notify all utility companies of the hearing date, and attend the utility hearing meeting to answer any questions from the Council or public.</p>	<p>1. City staff will attend and facilitate the utility hearing and provide final meeting minutes.</p>	<p>1. Utility Hearing Guidance Document</p>

## Task 4 – Traffic

The purpose of this task is to develop new coordinated signal timing plans for the corridor. J-U-B will coordinate with our subconsultant, Quality Counts, to obtain turning movement counts for use in timing plan development. Traffic counts are anticipated to be collected in the Spring of 2025 after the connection of Wilbur Ave and Moselle Dr has been made

and traffic patterns have redistributed. Signal timing plans will be completed after Preliminary Design and are anticipated to be submitted with Final Design.

Task #	Task Name and Description	Assumptions	Deliverables
4.1	<u>Traffic Count Data Collection</u> Our subconsultant, Quality Counts, will collect turning movement counts at four intersections.	1. 12-hours of counts will be collected during a typical Tues-Thurs.	1. Turning movement count data.
4.2	<u>Signal Timing Plans</u> J-U-B will develop coordinated signal timing plans for the corridor using the latest version of Synchro.	1. We anticipate up to eight unique signal timing plans (AM, midday, PM, and off-peak/overnight for both summer and winter)	1. Signal timing plan summary sheets for use in programming controllers.

## Task 5 – Preliminary Design

The purpose of this task is to develop a preliminary design layout, develop signal equipment lists, and cost estimate for informal review. Preliminary design review and approval is anticipated to be informal to confirm design approach with LHTAC and City. Following the submittal of Preliminary Design, and before starting Final Design, LHTAC, City, and J-U-B will meet to review comments and determine if Bid Alternates are appropriate. Incorporating bid alternates into the plans and specifications is not included in this scope and will require an agreement supplemental.

Task #	Task Name and Description	Assumptions	Deliverables
5.1	<u>Prepare Preliminary Design Plans</u>	<ol style="list-style-type: none"> <li>1. The preliminary design plans will include:               <ol style="list-style-type: none"> <li>a. Title Sheet</li> <li>b. Total Ownership Map</li> <li>c. Topographic Survey and Control</li> <li>d. Signal Layout Sheets (4)</li> <li>e. Signal Materials (4)</li> <li>f. Pedestrian Ramp Details</li> <li>g. Traffic Control Plan</li> <li>h. Utility Plan</li> </ol> </li> <li>2. Signing and pavement markings will be shown on plan and profile sheets.</li> <li>3. Traffic control plans will show closure of a single lane for signal and curb ramp installation.</li> <li>4. No staging plans are included in this scope of work.</li> <li>5. No storm drainage infrastructure will be modified as part of this work.</li> <li>6. Existing paths of travel across roadways meet current ADA requirements (cross slopes less than 2%, longitudinal slopes less than 5%). If crosswalks are found to not meet current ADA requirements, intersection reconstruction is required under 28 CFR 35.151 which will increase design and construction efforts.</li> </ol>	1. Preliminary Design Package (PDF)
5.2	<u>Prepare Engineer's Opinion of Probable Cost</u> JUB design team will estimate quantities and prepare an excel spreadsheet Engineer's Opinion of Probable Cost.	1. J-U-B will procure unit costs by bid abstract analysis.	1. Preliminary Opinion of Probable Cost
5.3	<u>QC Review</u> JUB will provide an internal QC of the preliminary package.		1. QC checklist

Task #	Task Name and Description	Assumptions	Deliverables
5.4	<u>Preliminary Design Review Meeting</u> JUB will plan, coordinate, and hold a preliminary design review meeting.	<ol style="list-style-type: none"> <li>1. Preliminary design review will be held using Bluebeam and MS Teams</li> <li>2. JUB will receive and address review comments via Bluebeam (comment resolution will be in Bluebeam)</li> <li>3. A 1-hour preliminary design review meeting will be held via MS Teams</li> <li>4. Attendees from JUB will include PM, PE, and Traffic Engineer</li> <li>5. Changes to the design resulting from preliminary plans review will be made during final design</li> <li>6. Final design will commence directly after the preliminary design review meeting is conducted</li> </ol>	1. Bluebeam comment resolution form

## Task 6 – Final Design

The purpose of this task is to develop a complete Final Design package for review and hold a formal final design review meeting.

Task #	Task Name and Description	Assumptions	Deliverables																										
6.1	<u>Prepare Final Plans</u> JUB design team will create final plan sheets, using the preliminary design as a basis. Sheets will be developed based on preliminary design review adding the necessary details to get the plans to Final Design.	<ol style="list-style-type: none"> <li>1. The following table includes the estimated number of plan sheets for the final design package: <table border="1" data-bbox="646 772 1214 1255"> <thead> <tr> <th>Sheet Name</th> <th># of Sheets</th> </tr> </thead> <tbody> <tr> <td>Title Sheet</td> <td>1</td> </tr> <tr> <td>Legend Sheet</td> <td>1</td> </tr> <tr> <td>Total Ownership Map</td> <td>2</td> </tr> <tr> <td>Topographic Survey and Control (1" =40')</td> <td>4</td> </tr> <tr> <td>Project Clearance Summary</td> <td>1</td> </tr> <tr> <td>Roadway Summary</td> <td>2</td> </tr> <tr> <td>Signal Plans (Materials, plan view, &amp; wiring diagrams for each signal)</td> <td>24</td> </tr> <tr> <td>Pedestrian Ramp Details</td> <td>4</td> </tr> <tr> <td>Traffic Control Plan</td> <td>4</td> </tr> <tr> <td>Roadway Details</td> <td>2</td> </tr> <tr> <td>Utility Plans</td> <td>4</td> </tr> <tr> <td><b>Total</b></td> <td><b>49</b></td> </tr> </tbody> </table> </li> <li>2. Signing and pavement markings will be shown on plan and profile sheets.</li> <li>3. Erosion control will be shown on plan and profile sheets.</li> <li>4. No staging plans are included in this scope of work.</li> </ol>	Sheet Name	# of Sheets	Title Sheet	1	Legend Sheet	1	Total Ownership Map	2	Topographic Survey and Control (1" =40')	4	Project Clearance Summary	1	Roadway Summary	2	Signal Plans (Materials, plan view, & wiring diagrams for each signal)	24	Pedestrian Ramp Details	4	Traffic Control Plan	4	Roadway Details	2	Utility Plans	4	<b>Total</b>	<b>49</b>	
Sheet Name	# of Sheets																												
Title Sheet	1																												
Legend Sheet	1																												
Total Ownership Map	2																												
Topographic Survey and Control (1" =40')	4																												
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Traffic Control Plan	4																												
Roadway Details	2																												
Utility Plans	4																												
<b>Total</b>	<b>49</b>																												
6.2	<u>Prepare Engineer's Opinion of Probable Cost</u> JUB design team will calculate quantities and prepare a cost estimate using ITD Estimator.		1. Final Engineer's Opinion of Probable Cost																										
6.3	<u>Prepare Special Provisions</u> JUB will prepare draft special provisions for submittal with the final design package	1. Up to 2 special provision items are anticipated	1. Draft Special Provisions																										
6.4	<u>Prepare Working Day Estimate/Construction Schedule</u> JUB will prepare a draft working day estimate and construction schedule for submittal with the final design package.		1. Construction Schedule and Phasing Estimate																										



6.5	<u>QC Review</u> JUB QC leads will provide an internal QC of the final design package.		1. QC Checklist
6.6	<u>Final Design Assembly and Submittal</u> JUB team will address internal QC comments and prepare preliminary plans submittal package.	1. Final design package will include 49 plan sheets, cost estimate, draft special provisions, working day estimate, construction schedule, and QC checklist	1. Final design package 2. Final design checklist
6.7	<u>Final Design Review Meeting</u> JUB will plan, coordinate, and hold a final design review meeting.	1. Final design review will be held using Bluebeam. 2. JUB will receive and address review comments via Bluebeam (comment resolution will be in Bluebeam) 3. A 1-hour final design review meeting will be held via MS Teams or at J-U-B's office if deemed appropriate. 4. Attendees from JUB will include PM, PE, and Roadway Engineer. 5. Changes to the design resulting from final design review will be made during draft PS&E 6. Draft PS&E development will commence directly after the final design review meeting is conducted	1. Bluebeam comment resolution form

## Task 7 – Plans, Specifications, and Estimate (PS&E)

The purpose of this task is to produce a complete a draft and final PS&E package for the project.

Task #	Task Name and Description	Assumptions	Deliverables
7.1	<u>Revise Final Design</u> JUB will revise the final design to address the comments received at the final design review meeting.	1. This task includes updating plans, specifications, and estimate after final design review is held.	
7.2	<u>Draft PS&amp;E Package</u> JUB will prepare, assemble, and QC a draft PS&E package for review.	1. It is assumed that design comments were addressed in previous submittals and that any comments from this point forward are minor "clean up" comments.	1. Draft PS&E package 2. PS&E checklist 3. QC documentation
7.3	<u>Final PS&amp;E Package</u> JUB will prepare, assemble, and QC a final PS&E package, addressing comments for approval.		1. Final PS&E package 2. PS&E checklist 3. QC documentation

# J-U-B FEE SUMMARY

## KN24276 Ramsey Signal Upgrades Coeur d'Alene

Date of Print - October 02, 2024

Status: Negotiated

### A. SUMMARY ESTIMATED COSTS

		Labor-Hours		Hourly Rate		Raw Labor Cost
1	Project Manager	79	@	\$83.72	= \$	6,613.88
2	Quality Control	32	@	\$62.08	= \$	1,986.56
3	Project Engineer/Deputy PM	73	@	\$55.53	= \$	4,053.69
4	Roadway/Traffic Lead	166	@	\$53.30	= \$	8,846.97
5	Roadway/Traffic Designer	223	@	\$36.55	= \$	8,150.65
6	Drafter	296	@	\$38.33	= \$	11,345.68
7	Prof. Land Surveyor	69.5	@	\$71.97	= \$	5,001.92
8	Survey Tech	53	@	\$46.27	= \$	2,452.31
9	Survey Drafter	80	@	\$46.10	= \$	3,688.00
10	Two Person Survey Crew	114	@	\$31.94	= \$	3,640.59
<b>TOTAL RAW LABOR COST</b>						<b>= \$55,780.25</b>
1186						

### B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate	
\$55,780.25	X	176.86%	= \$98,652.94

### C. NET PROFIT

Total Raw Labor & Overhead		NET PROFIT	
\$154,433.19	X	12.0%	= \$18,531.98

### D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
\$55,780.25	X	1.69%	= \$942.69

**TOTAL LABOR \$173,907.85**

### E. REIMBURSABLE EXPENSES

	Description	Estimated Amount		Unit Cost		Estimated Expense
1	Traffic Counts	1	@	\$ 4,340.00	= \$	4,340.00
2	Mileage	20	@	\$ 0.67	= \$	13.40
3	GPS/Robotic Instrument	75	@	\$ 52.12	= \$	3,909.00
<b>TOTAL ESTIMATED EXPENSE</b>						<b>= \$ 8,262.40</b>

**TOTAL = \$182,170.25**



**LABOR HOUR ESTIMATE**

**KN24276 Ramsey Signal Upgrades**

**Coeur d'Alene**

Date of Print - September 23, 2024

Status: Negotiated

				J-U-B Engineers, Inc.										
TASK	SUBTASK	Total Hours	Total Fee	JUB Fee	Project Manager	Quality Control	Project Engineer/Deputy PM	Roadway/Traffic Lead	Roadway/Traffic Designer	Drafter	Prof. Land Surveyor	Survey Tech	Survey Drafter	Two Person Survey Crew
<b>1.0 Project Management</b>														
	1.1 Project Startup and Planning	2	\$520	\$520	2									
	1.2 Project Kickoff Meeting	5	\$1,084	\$1,084	2		1	1			1			
	1.3 Monthly Project Team Meeting (Client)	31	\$6,698	\$6,698	14		14				3			
	1.4 Monthly Internal Design Team Meetings	45	\$9,088	\$9,088	14		14	14			3			
	1.5 Administration of Team	14	\$3,638	\$3,638	14									
	1.6 Project CPD Schedule	11	\$2,502	\$2,502	7		4							
	1.7 Monthly Progress Report (0771 form) and Invoice	14	\$3,638	\$3,638	14									
<b>2.0 Survey</b>														
	2.1 Prepare Right of Entry Letters	17.5	\$2,713	\$2,713							2.5	15		
	2.2 Primary Control	26	\$3,820	\$3,820							10			16
	2.3 Survey Records Research & Utility Locates Coordination	28	\$4,659	\$4,659							8	20		
	2.4 Obtain Title Reports													
	2.5 Existing Right-of-Way Calculations and Analyss	36	\$6,606	\$6,606							18	18		
	2.6 Topographic Field Survey & Monument Search for Boundary Survey	102	\$10,607	\$10,607							4			98
	2.7 Survey Base Map - Drafting & QC	100	\$15,641	\$15,641							20		80	
<b>3.0 Utility Coordination</b>														
	3.1 Utility Locates and Contact Information	8	\$1,022	\$1,022			2		6					
	3.2 Initial Contact Letter	22	\$2,610	\$2,610			2		20					
	3.3 Utility Tracking Matrix	24	\$4,059	\$4,059	6		8		10					
	3.4 Notification of Conflict Letter	24	\$3,152	\$3,152			2		10	12				
	3.5 Utility Hearing Preparation	2	\$341	\$341			2							
<b>4.0 Traffic Analysis</b>														
	4.1 Collect Traffic Data	2	\$341	\$341			2							
	4.2 Signal Timing Plans	42	\$5,795	\$5,795			2	16	24					
<b>5.0 Preliminary Design</b>														
	5.1 Prepare Preliminary Plans	104	\$14,972	\$14,972	2		2	30	30	40				
	5.2 Prepare Engineer's Opinion of Probable Cost	8	\$1,366	\$1,366				8						
	5.3 QC Review	20	\$3,227	\$3,227			8	2	2	8				
	5.5 Preliminary Design Review Meeting	4	\$772	\$772	1		2	1						
<b>6.0 Final Design</b>														
	6.1 Final Layout and Model	40	\$5,454	\$5,454				16	24					
	6.2 Prepare Final Plans	294	\$41,298	\$41,298				49	49	196				
	6.3 Engineer's Opinion of Probable Cost	8	\$1,366	\$1,366				8						
	6.4 Prepare Special Provisions	16	\$2,731	\$2,731			8	8						
	6.5 Prepare Working Day Estimate/Construction Schedule	6	\$1,024	\$1,024			2	4						
	6.6 QC Review	34	\$5,449	\$5,449			16	2	8	8				
	6.7 Final Design Review Meeting	4	\$772	\$772	1		2	1						
<b>7.0 Plans, Specifications, and Estimate (PS&amp;E)</b>														
	7.1 Revise Final Design	18	\$2,366	\$2,366				2	8	8				
	7.2 Draft PS&E Package	26	\$3,908	\$3,908			8	2	8	8				
	7.3 Final PS&E Package	20	\$2,886	\$2,886	2			2	8	8				
	7.4 Resident Engineer Package	18	\$2,366	\$2,366				2	8	8				
	7.5 Draft Minimum Testing Requirements	10	\$1,249	\$1,249				2	8					
<b>Total</b>		<b>1185.5</b>	<b>\$179,740</b>	<b>\$179,740</b>	<b>79</b>	<b>32</b>	<b>73</b>	<b>166</b>	<b>223</b>	<b>296</b>	<b>69.5</b>	<b>53</b>	<b>80</b>	<b>114</b>

## J-U-B LABOR CATEGORIES

### KN24276 Ramsey Signal Upgrades

#### Coeur d'Alene

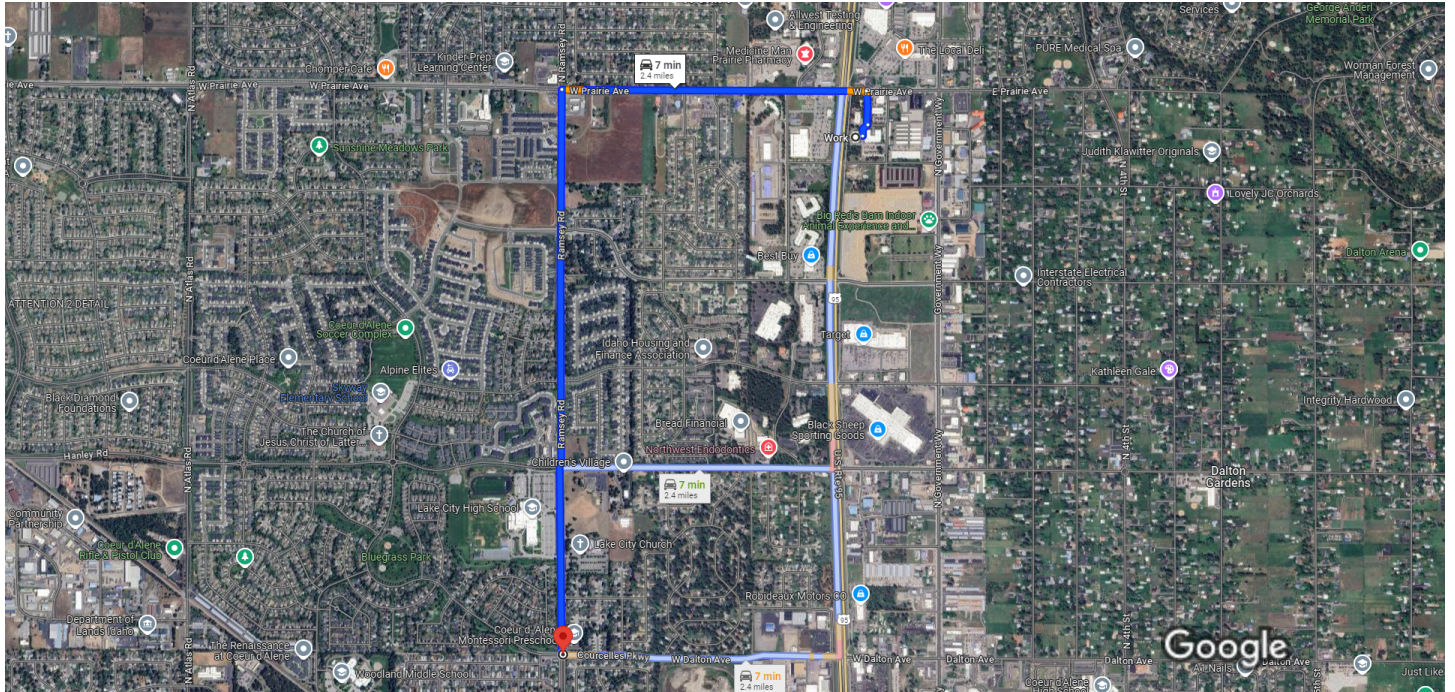
Date of Print - October 01, 2024

Status: Negotiated


Employee Name	Certified Wage Rate	Project Manager		Quality Control		Project Engineer/Deputy PM		Roadway/Traffic Lead		Roadway/Traffic Designer		Drafter		Prof. Land Surveyor		Survey Tech		Survey Drafter		Two Person Survey Crew	
		% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage
Angela Comstock	\$83.72	100%	\$83.72		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Andrew Baden	\$62.08		\$0.00	100%	\$62.08		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Riannon Zender	\$55.53		\$0.00		\$0.00	100%	\$55.53	50%	\$27.77		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Ian Hartman	\$51.06		\$0.00		\$0.00		\$0.00	50%	\$25.53		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Hannah Grimm	\$36.55		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$36.55		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Brannen Reasor	\$38.33		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$38.33		\$0.00		\$0.00		\$0.00		\$0.00
Jeremy Russell	\$71.97		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$71.97		\$0.00		\$0.00		\$0.00
Jesse Studebaker	\$46.27		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$46.27		\$0.00		\$0.00
Dave Grebe	\$46.10		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$46.10		\$0.00
Ev Yabarra	\$24.20		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	50%	\$12.10
Cameron Greene	\$39.67		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	50%	\$19.84
Average Hourly Rate		100%	\$83.72	100%	\$62.08	100%	\$55.53	100%	\$53.30	100%	\$36.55	100%	\$38.33	100%	\$71.97	100%	\$46.27	100%	\$46.10	100%	\$31.94





7825 N Meadowlark Way to 47.7227868, -116.8082480 Drive 2.4 miles, 7 min



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 1000 ft

 via W Prairie Ave and N Ramsey Rd **7 min**  
2.4 miles  
Fastest route now due to traffic conditions

 via US-95 S and W Dalton Ave **7 min**  
Some traffic, as usual  
2.4 miles

 via US-95 S and W Hanley Ave **7 min**  
2.4 miles

Approximately 5 miles RT for four (4) field visits during design is 20 miles total estimated expense.

Explore 47.7227868, -116.8082480



Restaurants



Hotels



Gas stations



Parking Lots



Less

# ESTIMATE



WCM:ID

BILL TO : J-U-B Engineers  
7825 N Meadowlark Way  
Coeur d'Alene, ID 83815  
(208) 762-8787

CLIENT PROJECT # :

ESTIMATE DATE : 9/23/2024

ORDER DATE : 9/23/2024

ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY
167735	Ramsey Rd - Coeur d'Alene	PWP	Riannon Zender

QTY	DESCRIPTION	RATE	TOTAL
4	<b>Standard-Turn Count</b>	\$1,085.00	\$4,340.00
	4 Location(s) for time period(s): 6:00 AM -- 8:00 PM-(Midweek) - 14 Hrs.		
	-N Ramsey Rd -- W Prairie Ave, Coeur d'Alene, ID		
	-N Ramsey Rd -- Wilbur Ave, Coeur d'Alene, ID		
	-N Ramsey Rd -- W Hanley Ave, Coeur d'Alene, ID		
	-N Ramsey Rd -- Dalton Ave/Courcelles Pkwy, Coeur d'Alene, ID		
		<b>TOTAL</b>	<b>\$4,340.00</b>

Balances unpaid by end of Payment term (listed above) will be charged 1.5% interest per month

Quality Counts, LLC  
15615 SW 74th Ave #100  
Tigard, OR 97224  
(877) 580-2212  
qualitycounts.net

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**Date:** November 25, 2024  
**From:** Adam Rouse, Recreation Superintendent  
**SUBJECT:** **American Legion Baseball Agreement**

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**DECISION POINT:** Should the General Services/Public Works Committee recommend that Council approve an agreement between the City and the American Legion Baseball, Inc., for the use of Thorco Field at Ramsey Park?

**HISTORY:** The City of Coeur d'Alene first entered into an agreement with American Legion Baseball in 1992 for the use of McEuen Field. American Legion's baseball program was moved to Thorco Field at Ramsey Park and, at that time, we updated the agreement which is currently up for renewal.

**FINANCIAL ANALYSIS:** There will be no additional cost to the City to maintain the field.

**PERFORMANCE ANALYSIS:** This agreement will identify and outline the responsibilities that the City of Coeur d'Alene and American Legion Baseball will have for field maintenance, scheduling, and costs for the American Legion season.

**DECISION POINT/ RECOMMENDATION:** The General Services/Public Works Committee should recommend that Council approve an agreement between the City and the American Legion Baseball, Inc., for the use of Thorco Field at Ramsey Park.

AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Coeur d' Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "**City**," and the **Coeur d'Alene American Legion Baseball Inc.**, a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as the "**Association**."

WITNESSETH:

WHEREAS, the City owns property located at 3525 North Ramsey Road known as Ramsey Park; and

WHEREAS, there is a baseball field located in the southwest corner of Ramsey Park adjacent to The Kroc Center that is known as Thorco Field, which is more particularly described on the attached **Exhibit "A,"** which by this reference is incorporated herein; and

WHEREAS, the Association desires to use the Thorco Field facilities; and

WHEREAS, the parties have reached an agreement as to certain matters regarding Thorco Field.

NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Term: The term of this agreement shall run from May 1<sup>st</sup>, 2025, to August 31<sup>st</sup>, 2029. After August 31<sup>st</sup>, 2029, upon the request of the Association, the Parks and Recreation Commission may recommend to the City Council that this Agreement be renewed for an additional five-year term.
2. Admission Costs and Fees: Except for tournaments as provided in Section 4 below, all events at Thorco Field will be open to the general public and no admission fee will be charged by the Association for admission to events held at Thorco Field without permission from the Parks & Recreation Director.
3. Field Scheduling: During the term of this Agreement, the City will have priority in the use of Thorco Field, but agrees to allow the Association first priority over other users during the Association's baseball season, which runs from approximately May 1<sup>st</sup> until August 15<sup>th</sup> annually. The City retains the right to schedule additional uses, including non-baseball uses, for Thorco Field at times that do not conflict with the Association's scheduled use of Thorco Field. The Association agrees to provide the City with a schedule of games, tournaments, and practice times no later than May 1<sup>st</sup> of each year to allow the City to prepare a schedule of use for Thorco Field. The Association agrees that



it will not assign its designated use times to other groups and/or clubs. The Association agrees to pay the City for use of the baseball field and lights. Fees due will be: \$2,465.77 for use in 2025. The annual fee will increase 5% in each year of any extension of this Agreement. Payment of the annual fee shall be submitted to the City no later than June 1<sup>st</sup> of each year.

4. Tournaments: The Association may reserve Thorco Field for tournament use as authorized by Municipal Code Section 4.30.030.
5. Field Maintenance: The Association will prepare and maintain Thorco Field's batting cage dirt, pitcher's mound, dirt infield, and the base path running lanes, including chalking or lining of the field as necessary during their season. The Association is solely responsible for all costs associated with the maintenance activities required by this Section. The base path running lanes must be prepared by hand without the use of motorized equipment. No one under the age of eighteen (18) years of age shall operate motorized equipment for field maintenance on Thorco Field. The City will allow the Association to utilize certain equipment for maintenance of the infield edge. All mowing and general turf care will be performed by City staff. No mowing, edging, or any type of turf maintenance shall be done by the Association. The City and Association will have a field maintenance meeting prior to the beginning of the season.
6. Field Alterations: The Association will not make any alterations, including alterations to the irrigation system, without the express written consent of the City. Any approved alterations or other improvements proposed by the Association shall be paid for by the Association. Any alterations or other improvements that are affixed to Thorco Field become the property of the City and the Association hereby waives all claims of ownership therein.
7. Field Damage: The Association is solely responsible for repairing any damage to Thorco Field, including but not limited to the following: fencing, dugouts, batting cages, scoreboard lighting, Press Box, Concession Trailer and storage sheds, resulting from the Association's use of Thorco Field.
8. Storage Facility: The Association will be allowed to utilize the City's two (2) 10' x 12' storage sheds at Thorco Field for the duration of this Agreement for the sole purpose of storing materials and equipment directly related to the use of Thorco Field. If at any time during this Agreement the Association desires to add an additional storage, it may make a written request to the Parks & Recreation Director who, in his or her sole discretion, will determine whether to allow the placement of an additional shed. The Association will bear all costs associated with an additional shed, if approved, including any permit costs that may be required.
9. Press Box: The City will make the Press Box available for the Association's use during its season. However, the use by the Association is non-exclusive and the City reserves the right to use the Press Box for other activities. The parties will conduct a walk thru of the

Press Box at the beginning of each season and again at the end of the season to ensure that the Press Box is in acceptable condition. No alterations or modifications to the Press Box will be made by the Association without the express written consent of the City. Prior to each season during the term of this Agreement, the Association will pay to the City a one hundred dollar (\$100) refundable deposit for six (6) keys to the Press Box and a fifty dollar (\$50) refundable cleaning deposit for the Press Box. The Association agrees that it will not make copies of the keys provided by the City. The required deposits will be returned to the Association after the end of season walk through provided that the Press Box is clean, any necessary repairs have been made, and all six (6) keys have been returned. Any damage caused by the Association or its users to the Press Box will be immediately repaired by the Association at its sole cost.

10. Concessions: The City will make the Concession Trailer available at Thorco Field for the Association's use during its season. The Concession Trailer is only to be transported by City Staff. The parties will conduct a walk thru of the Concession Trailer at the beginning of each season and again at the end of the season to ensure that the Concession Trailer is in acceptable condition. No alterations or modifications to the Concession Trailer will be made by the Association without the express written consent of the City. The Association agrees to keep the Concession Trailer clean at all times and will also be responsible to notify City staff when the grey water tank needs to be emptied. City staff will coordinate the emptying of the grey water tank in accordance with all relevant City and Panhandle Health District requirements. All needed permits for use of the Concession Trailer must be obtained and paid for by the Association. The Association shall provide trash cans at the Concession Trailer and place all food preparation material in bags to be stored in a mutually acceptable location. The Association will turn over the Concession Trailer to the City at the end of its scheduled season in the same condition as it was received, cleaned and empty of all food products. Prior to each season during the term of this Agreement, the Association will pay to the City a one-hundred-dollar (\$100) refundable deposit for six (6) keys to the Concession Trailer and a fifty dollar (\$50) refundable cleaning deposit for the Concession Trailer. The Association agrees that it will not make copies of the keys provided by the City. The required deposits will be returned to the Association after the end of season walk through provided that the Concession Trailer is clean, any necessary repairs have been made, and all six (6) keys have been returned. Any damage caused by the Association or its users to the Concession Trailer will be immediately repaired by the Association at its sole cost.
11. Banners: Sponsorship banners shall not go over the fence or onto the ground. Sponsorship banners shall only be displayed from May 1<sup>st</sup> through August 15<sup>th</sup>. Any and all proceeds of these sponsorships will go to the Association.
12. Vehicles on Field and Parking: The Association agrees that it will not allow any of its users to park or drive any vehicle on or over Thorco Field or the Prairie Trail, which is adjacent to Thorco Field, with the exception of supervised deliveries and work.

13. Portable Fencing: The Association may install, at its cost, portable fencing in locations approved by the Parks & Recreation Director. The fence material and method of installation must also be approved by the Parks & Recreation Director. Portable fences cannot be installed more than twenty-four (24) hours before a tournament and must be removed no later than twenty-four (24) hours after conclusion of a tournament.
14. Loudspeakers: Any use of loudspeakers must conform to Municipal Code Chapter 5.24.
15. Hold Harmless: The Association shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of the Association's use and/or maintenance of Thorco Field. To this end, the Association shall provide liability insurance naming the City as an additional insured in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk on or before execution of this Agreement which certificate must be approved by the City Attorney.
16. Compliance with Law: The parties will abide by all the laws, ordinances, regulations, and policies of the City, the State of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including but not limited to bidding and public works contracting laws.
17. Termination/Default: In the event the Association fails, neglects, or refuses to perform any covenant or condition required of the Association herein, the City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, require specific performance of the terms hereof, or may seek any remedy that is available in law or in equity.
18. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
19. Attorney's fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
20. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accordance with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.

21. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

CITY OF COEUR D'ALENE:

COEUR D'ALENE AMERICAN LEGION  
BASEBALL, INC.

\_\_\_\_\_

Woody McEvers, Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

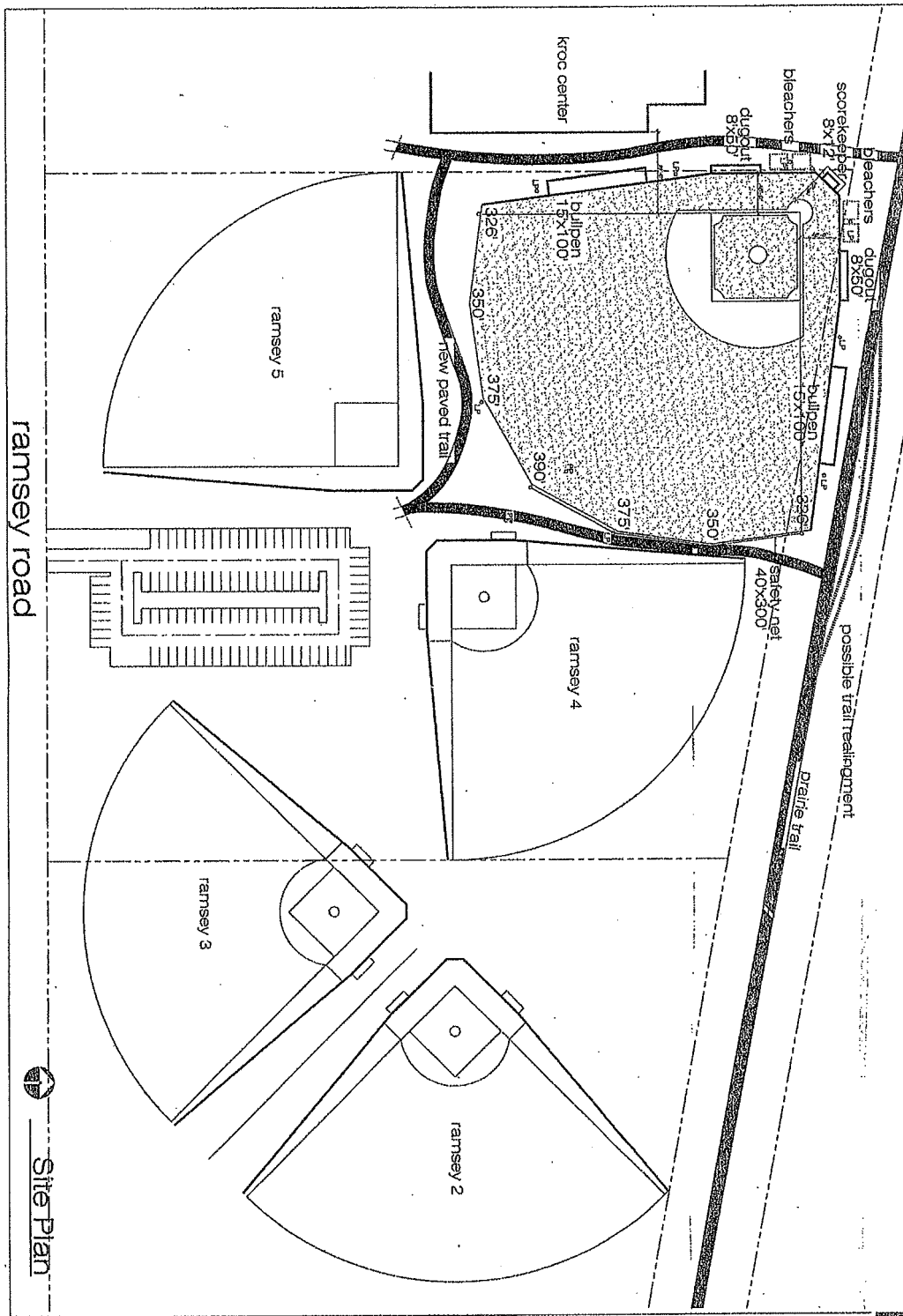
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Renata McLeod, City Clerk

EXHIBIT "A"



Site Plan

P1.0



Ramsey Baseball Fields  
Project Address  
Project City / State

Schematic Site Plan  
7-5-12  
WScale 1" = 40'-0"

**MILLERSTAUFFER**  
ARCHITECTS

601 FRONT AVE. STE. 201 // COEUR D'ALENE, ID 83814 // PH 208-1684-1773