



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

PUBLIC WORKS COMMITTEE
with
Council Members McEvers, Gookin & English
September 25, 2017, 4:00 p.m.
AGENDA

- Item 1 Bike Corral Architects West – Monte McCully
- Item 2 Declare Surplus Used Equipment and Vehicles – Tim Martin
- Item 3 Surplus of CH&E 6 inch Portable Trash Pump – Mike Anderson
- Item 4 Agreement for Professional Engineering Services with J-U-B Engineers, Inc.

Library Community Room
702 Front Street

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 Amy Ferguson, Public Works Committee Liaison, at (208) 666-5754 at least 24 hours in advance of the meeting date and time.

GENERAL SERVICES STAFF REPORT

DATE: 9/25/2017

FROM: Monte McCully, City of Coeur d'Alene Trails Coordinator

SUBJECT: **Bike Corral Architects West** (action required)

DECISION POINT:

The Coeur d'Alene Parks Department is requesting General Services recommend to City Council the approval of a permit for Architects West to purchase and install a bike corral.

HISTORY:

The Coeur d'Alene Ped/Bike Committee partnered with the Parks Department to start a bike corral pilot project a few years ago that resulted in bike corrals being built and installed at two locations downtown. The purpose of a bike corral is to provide a place, in lieu of a car parking space, for bikes to park when there is not room for a bike rack or the bike rack that is present isn't big enough to meet demand. One of these corrals is located at Calypso's and the other is at Crafted. Both racks are utilized quite a bit at certain times of the day. Architects West is a company downtown on Lakeside Avenue and 2nd Street that sees the need for a similar bike corral for their company and the businesses adjacent. We have taken this proposal to the Parking Commission and they agreed that a bike corral could be placed there.

FINANCIAL ANALYSIS:

After the initial pilot project it was decided that if businesses want a bike corral they should purchase, store and maintain the corral with the location approved by the city. Architects West will need to move the bike corral out of the street and store it during the winter so the street department can plow.

PERFORMANCE ANALYSIS:

Bike corrals see heavy use in Coeur d'Alene and help to keep bicyclists from chaining their bikes to sign posts and trees along the sidewalks, sometimes making the sidewalks impassable to people in wheelchairs. This bike corral will encourage ridership, leading to less cars competing for the limited parking spaces downtown.

DECISION POINT/ RECOMMENDATION

The Coeur d'Alene Parks Department is requesting General Services recommend to City Council the approval of a permit for Architects West to purchase and install a bike corral.

PUBLIC WORKS STAFF REPORT

DATE: September, 25, 2017
FROM: Tim Martin, Street & Engineering Director
SUBJECT: **DECLARE SURPLUS USED EQUIPMENT AND VEHICLES**

DECISION POINT:

The purpose of this report is for consent to declare various pieces of used assets and items to be deemed surplus and authorization to auction.

HISTORY:

The description of the auction items has historically gone through the Public Works committee prior to Council for consent.

PERFORMANCE ANALYSIS

This equipment/ vehicles have been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. Very minimal cost to the department for us to shuttle items to Post Falls.

DECISION POINT:

The purpose of this report is to ask for Council Consent to declare this equipment surplus.

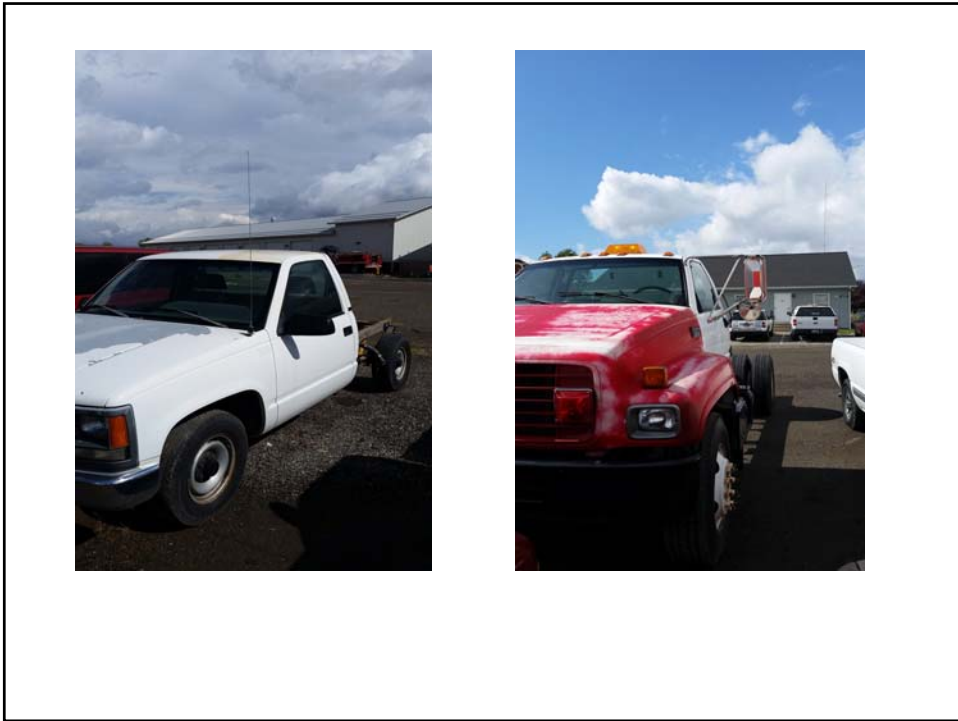
List of items

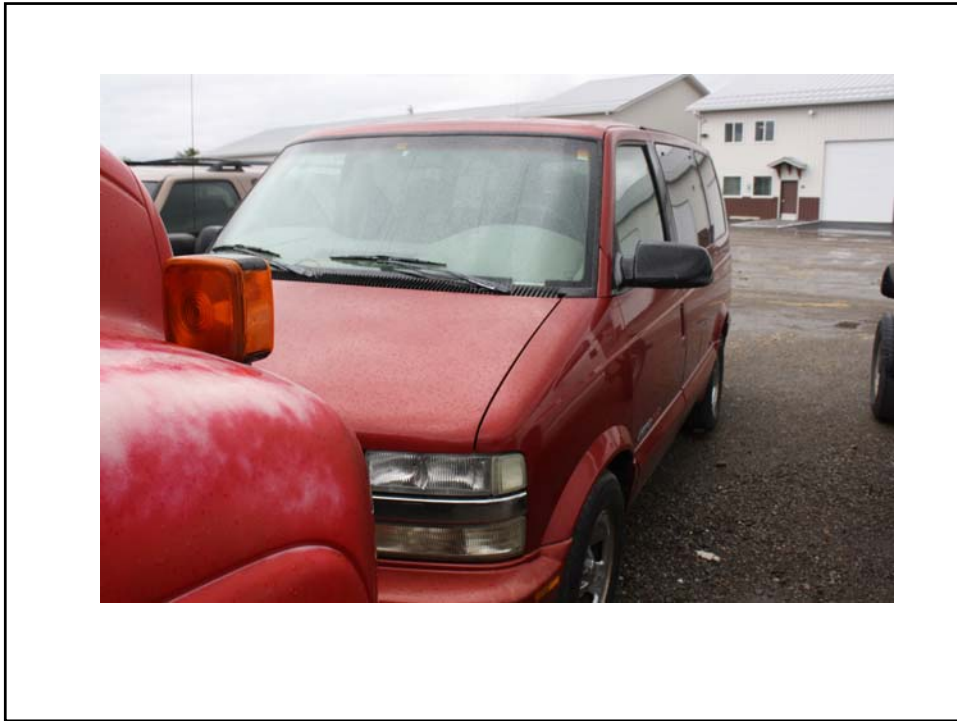
Here is a brief description of each item,

- It is a 1996 ½ ton 2wd GMC with 138,000 miles, burns oil it is missing the bed now so only a cab & chassis with a VIN# 1GTFC24H9SZ548476.
- 1999 GMC C6500 Parts are no longer available for brake system. VIN# 1GDJ6HID7XJ853417
- FIRE381-1989 Ford F700 ex rental unit w/ 170,830 miles. VIN# 1FDNK74P3KUA35214
- FIRE398-2000 Dodge Durango w/151,852 miles. VIN# 1B4HS28N8YF130266
- 1998 Chevrolet Astro Van VIN# 1GNEL19W7WB201232 with 104,761 miles. Former Boise Airport Van.

Miscellaneous Items

- Used video camera parts from Drainage utility truck
- Various signal light components







PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: September 19, 2017

FROM: Mike Anderson, Wastewater Superintendent

SUBJECT: CH & E six (6) inch portable trash pump Surplus

DECISION POINT: The Council is requested to decide surplus eligibility of one (1), CH & E six inch trash pump.

HISTORY: The Wastewater Utility utilizes trash pumps for emergencies and for transferring liquid from an active tank for tank cleaning. The trash pumps allow for transfer of sewer water from tank to tank and have the capacity to function as a “quick connect pump” to bypass a lift station in case of an emergency.

The six inch trash pump was purchased in 2001 and has reached its maximum useful life. As part of our emergency preparedness, it is important that the equipment be in reliable condition should an emergency arise.

FINANCIAL ANALYSIS: During the current fiscal year (2016/2017) replacement of both the four and six inch trash pumps was budgeted. The current value of the 2001 pump is unknown. Websites show similar (four inch) listings in the low \$2,000 range. In comparison to a 4 inch pump, this 6 inch pump is more cumbersome to manipulate in the field due to its larger size and therefore we have received no requests from other departments that it be transferred to them.

PERFORMANCE ANALYSIS: The capacity of the 6 inch pump is a necessary redundancy for emergency scenarios in the collection system and a useful tool when emptying various tanks.

DECISION POINT/RECOMMENDATION: Public Works Committee must decide whether or not to surplus this item to auction.



PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: September 25, 2017
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Agreement for Professional Engineering Services with J-U-B Engineers, Inc.

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DECISION POINT:

The Council is requested to authorize staff to sign an agreement with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for the 2017/2018 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$212,000.00.

HISTORY:

Each year and in conformance to the Wastewater Collection System Master Plan, the Wastewater Utility (WW) budgets and prioritizes replacement and/or rehabilitation of the City's aging sewer infrastructure. This requires the services from our (RFP) pre-approved local Consultant, J-U-B Engineers, Inc. A copy of 2017/18 Agreement for Professional Services is accompanying this report.

FINANCIAL ANALYSIS:

2017/2018 CIP Tasks:

Task 100 - Trenchless Rehabilitation Projects (CIPP)	- - - - -	-\$54,300.00
Task 200 - Open Trench Replacement Projects	- - - - -	-\$59,000.00
Task 300 - Inflow Identification & Reduction	- - - - -	\$ 9,900.00
Task 400 - Capital Improvement Project (B-Interceptor)	- - - - -	-\$59,600.00
Task 500 - Reserve Management Fund	- - - - -	-\$25,200.00
	Total	\$208,000.00

Presently, the WW has budgeted \$1.48 M for completing the aforementioned CIP tasks.

PERFORMANCE ANALYSIS:

Since 2008, J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed the above tasks to WW's satisfaction.

RECOMMENDATION:

The Council may wish to authorize staff to sign an agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with the 2015/2016 Wastewater Collection System Capital Improvement Projects at a cost of \$208,000.00.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC

for

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
2017/18 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT
PROJECTS**

THIS AGREEMENT, made and entered into this ___ day of _____, 2017 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.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, The City has collection system projects scheduled for Fiscal Year 2017/18 summarized as follows:

- Trenchless Rehabilitation Projects
- Open Trench Replacement Projects
- Inflow Identification and Reduction
- Capital Improvement Projects
- Management Reserve
- Master Plan Updates
- M-Interceptor Point Repair

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW THEREFORE, the City and the Consultant agree as follows:

Section 1. Definitions. In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815.

C. The term "Mayor" means the mayor of the City of Coeur d'Alene or Mayor's authorized representative.

D. The term "Fixed Fee" shall mean compensation based on the cost breakdown as shown in Attachment B – Fee Breakdown.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services. The Consultant shall perform the services described in Attachment "A," entitled Scope of Services, subject to and consistent with the terms of Attachment "A," attached hereto and incorporated herein by reference.

Section 4. 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 his 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 Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such 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. 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.

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by September 30, 2018.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Two Hundred Twenty-Seven Thousand Dollars and NO / 100 (\$227,000.00).

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Attachment "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.

C. Subject to the limitations set forth in Section 6(B) hereof, the Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.

D. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties.

Section 7. Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. The invoicing of the fixed fee shall correspond to the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon, after providing Consultant reasonable time to remedy the deficiency, have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, 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 material 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.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) 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 material 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.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant 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 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. 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. 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 subconsultant, 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 will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 13. 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 by the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no 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.

Section 15. 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 16. 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, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

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 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 Consultant's

subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. 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. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. 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 law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. 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 20. 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. 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 21. 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 22. Integration. This instrument and all appendices and amendments hereto 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 23. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts 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 Consultant's performance of this agreement and not arising from Consultant's professional services. To this end,

Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability 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 Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. 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 under Chapter 9, Title 6, Section 24 of the Idaho Code.

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 Consultants' 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 in at least the amount of two million dollars (\$2,000,000.00). 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 in the amount of \$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. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Steve Widmyer, Mayor
ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name / Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

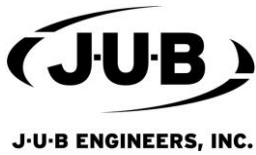
Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared _____, known to me to be the _____ of **J-U-B ENGINEERS, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission Expires: _____



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

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

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, '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.

BACKGROUND

This scope of work is a continuation of services for the City of Coeur d'Alene Wastewater Department's Collection System Projects. The work encapsulates capital improvement projects from the 2013 Collection System Master Plan Update, as well as the Department's yearly replacement and rehabilitation projects. Additional efforts to identify and remove inflow from the collection system have also been included to reduce peak flows during storm events, thereby maintaining adequate reserve capacity in the collection system and reducing the peak hydraulic load to the wastewater treatment facility.

This Scope of Services is separated into the tasks outlined below and detailed in the following pages.

SCOPE OF SERVICES

J-U-B's Services for this Agreement consist of the following:

Task 000: Project Administration and Client Meetings
Task 100: Trenchless Rehabilitation Projects
Subtask 001: Planning: Condition Assessment and Rehabilitation Prioritization - <i>Reserved^A</i>
Subtask 002: Design: Cured-in-Place Pipe (CIPP)
Subtask 102: Construction Management Services: Cured-in-Place Pipe (CIPP)
Task 200: Open Trench Replacement Projects
Subtask 001: Design: Open Trench Project - RR.15 & RR.16
Subtask 002: Design: Open Trench Point Repair
Subtask 101: Construction Management Services: Open Trench Project – <i>Reserved^A</i>
Subtask 102: Construction Management Services: Open Trench Point Repair
Task 300: Inflow and Infiltration Reduction
Task 400: Capital Improvement Projects
Task 500: Management Reserve
Task 600: GIS Services – under separate contract
Task 700: Master Plan Updates
Subtask 001: East Sherman Wastewater Surcharge Fee Analysis
Task 800: M-Interceptor Point Repair
Subtask 001: Construction Support

^A Some tasks are ongoing or recurring, but may not be budgeted for the current fiscal year. As such, these items have no work scope or fee assigned, and are denoted "Reserved" to retain consistency in task organization from year to year.

TASK 000: PROJECT ADMINISTRATION AND CLIENT MEETINGS

J-U-B will provide Project Management for the Collection System Projects as follows:

- Set up Project into J-U-B's accounting and record keeping systems for document retention and project controls.
- Regularly communicate with CLIENT about project status, budget and schedule, as project progress requires.
- During periods of project activity, provide a monthly report to CLIENT on project status, budget and schedule. This report may be in the form of an email or an attachment to the monthly invoice.
- Provide a monthly invoice including budget status.
- Provide ongoing document handling and filing.
- Close-out the Project in J-U-B's accounting and record keeping systems.

TASK 100: TRENCHLESS REHABILITATION PROJECTS

SUBTASK 001: CONDITION ASSESSMENT AND PRIORITIZATION

This task was completed in 2014 and has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2017, no work is anticipated for this task in FY2017/18 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed under Task 500: Management Reserve.

SUBTASK 002: DESIGN: CURED-IN-PLACE PIPE (CIPP)

CLIENT has identified the following project goals for cured-in-place pipe rehabilitation in FY2017/18:

1. Schedule A: 30-in M-Interceptor (M1-11A to M1-08, 966 LF)
2. Schedule B: 7,500 to 10,000 LF of 8-in to 15-in diameter (various locations)

Concept Design

- J-U-B will conduct a kick-off meeting with CLIENT to determine project goals, objectives, milestones, and list of potential reaches for the project.
- J-U-B will prioritize CCTV inspections of reaches previously reviewed by ENGINEER in FY2017 (approximately 13,800 LF) to confirm suitability for CIPP rehabilitation.
- J-U-B will develop CIPP rehabilitation schedules for reaches identified to be rehabilitated - estimated maximum of 10,000 LF.
- J-U-B will integrate proposed reaches into GIS and develop concept exhibits for review. Recommended open trench point repairs necessary to be completed prior to CIPP rehabilitation will be prioritized and implemented under Task 200 – Subtask 002 Open Trench Point Repair Design.
- J-U-B will develop a conceptual temporary sewage bypass pumping plan to include in the Schedule A bidding documents.
- J-U-B will prepare a preliminary opinion of probable cost based on historical average construction costs (on a per foot basis), adjusted for project construction year per the Construction Cost Index with 20% construction contingency.
- J-U-B will review concept exhibits, lateral schedules, prioritization, recommended point repairs, and concept opinions of probable cost with the Wastewater Utility. Following the concept review meeting, Wastewater Utility will identify approximately 7,500 to 10,000 LF of sewer mains for inclusion in the CIPP project. If additional reaches are identified later in the course of the project, reviewing CCTV inspection videos, modifying the exhibits, schedules, prioritization, etc. will be completed as an Additional Service.

Final Design

- J-U-B will update concept plans to reflect only those reaches identified for inclusion in the project.
- J-U-B will prepare final lateral schedules for inclusion in the Bid Documents.

- Develop Bid Documents suitable for competitive bidding. The Bidding Documents will be based on special provision technical specifications as required for the project.
- J-U-B will prepare an itemized final Opinion of Probable Cost based on historical average construction costs, adjusted for project construction year per the Construction Cost Index with 10% construction contingency.
- J-U-B will perform an internal Quality Control/ Quality Assessment review of the Bidding Documents.
- J-U-B will submit Client Review Bidding Documents for review by Wastewater Utility and CLIENT's legal counsel (3 hard copies).
- J-U-B will incorporate CLIENT comments and develop final Bidding Documents. J-U-B will produce 10 hard copies for distribution to CLIENT, plan holding agencies, and potential bidders.

SUBTASK 102: CONSTRUCTION MANAGEMENT SERVICES: CURED-IN-PLACE PIPE (CIPP)

- J-U-B will prepare a Request for Statements of Qualifications (SOQs) for CLIENT's use in advertising the project for contractor pre-qualification per Idaho Category B bidding laws.
- J-U-B will assist CLIENT to notify potential bidders of the project, respond to bidders' questions during the pre-qualification phase, and prepare and issue addenda as required to modify the request for SOQs.
- J-U-B will review SOQs as received, prepare SOQ summaries, review SOQs for general responsiveness, and issue a summary to the CLIENT and CLIENT's legal counsel for review and evaluation of SOQ responsiveness.
- J-U-B will prepare a Notice for Bids for CLIENT's use in soliciting competitive bids from pre-qualified contractors in accordance with state of Idaho code.
- J-U-B will respond to bidders' questions during the bidding phase, and prepare and issue addenda as required to modify the Bidding Documents.
- J-U-B will conduct one pre-bid meeting at CLIENT's office.
- J-U-B will assist in bid opening, review bids as received, prepare bid summaries, review bids for general responsiveness, and issue a summary to CLIENT and CLIENT legal counsel for review and evaluation of bid responsiveness.
- As directed by CLIENT, J-U-B will prepare a Notice of Award, draft Agreement, and Notice to Proceed for review, approval, and distribution by CLIENT.
- J-U-B will coordinate and attend regular construction meetings and prepare an agenda and list of construction items to be addressed.
- 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. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
- J-U-B will provide one electronic copy of as-built CIPP rehabilitation schedules for CLIENT's records.

TASK 200: OPEN TRENCH REPLACEMENT PROJECTS

SUBTASK 001: OPEN TRENCH DESIGN

CLIENT has identified the following project locations for future open trench sewer replacement.

1. **Schedule A (RR.15):** Alley from Short Ave to Walnut Ave between B St & C St: L1-08 to L1-09E (1,355± LF); Walnut, C to Gov't: L1-09D to L1-09E and L1-14A to L1-14 (385± LF)
 2. **Schedule B (RR.16):** 19th St. & Coeur d'Alene Ave, M3-03A to M3-03D (1,000± LF) and 20th & Coeur d'Alene: M3-03E to M3-03H (1,135± LF)
- J-U-B will provide engineering services to replace the existing sanitary sewer in its approximate existing alignment and grade. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
 - 60% Design: J-U-B completed 60% design in FY2017.
 - **Bid Documents:** J-U-B will prepare bid documents as follows:

- J-U-B will review CLIENT comments to the 60% Design and prepare final design drawings and technical specifications for bidding purposes. CLIENT comments are expected to be minor in nature due to the previous review step; consequently, substantial revisions, separate bidding schedules, or development of additive alternates requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT. The Bid Documents will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards), and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: preparation of separate bid schedules or additive alternates; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
- J-U-B will prepare a final Opinion of Probable Cost based on historic average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
- J-U-B will conduct an internal Quality Control/ Quality Assurance review of the Bid Documents.
- J-U-B will provide 20 printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications, for distribution to City departments, regulatory agencies, plan agencies, affected utilities, and interested bidders.

SUBTASK 002: OPEN TRENCH POINT REPAIR DESIGN

Open trench point repairs are anticipated to be required prior to completing CIPP rehabilitation in FY2017/18. The number and locations of point repairs are unknown, but approximately 5-10 point repairs are anticipated. Point repairs may include items such as replacing "lamp hole" cleanouts with standard manhole structures, replacing short segments of pipe to repair a break, offset joint, or diameter change.

- J-U-B will provide engineering services to identify location, type, and number of point repairs based on reviews of CCTV inspection videos completed by J-U-B in FY2017 and to repair the existing sanitary sewer in its approximate existing alignment and grade. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
- It is not anticipated that topographic survey will be required for design and construction of point repairs. However, if it is discovered during the design phase that topographical survey will be necessary, J-U-B will provide these services as requested by CLIENT and authorized under Task 500 Management Reserve.
- J-U-B will collect, document, and review existing conditions as identified at the surface and through CCTV inspections (provided by CLIENT), and identify potential construction conflicts based on utilities as marked by others.
- J-U-B will prepare vicinity maps and exhibits using aerial photography provided by CLIENT, CLIENT's geographical information system data, and annotated site photos to document the location and extents of each point repair, relevant detail drawings, and reference to applicable City engineering standard details.
- J-U-B will prepare an 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 15% construction contingency.
- J-U-B will prepare project specifications based on the 2015 ISPWC technical specifications (as adopted and modified within the City standards), and supplemental technical specifications as required for the project.
- If the following items are requested, the work will be completed as Additional Services: preparation of separate bid schedules or additive alternates; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
- J-U-B will provide 10 printed sets of the Bid Documents, including vicinity maps, exhibits, bid forms, contract forms, and technical specifications, for distribution to CLIENT departments, regulatory agencies, plan agencies, affected utilities, and interested bidders.

SUBTASK 102: CONSTRUCTION MANAGEMENT SERVICES - OPEN TRENCH POINT REPAIR

It is assumed that the project construction cost will be less than \$200,000 and that three or more quotes will be solicited under the provisions of Idaho Code 67-2805(2). J-U-B will assist CLIENT with soliciting three or more quotes from licensed public works contractors, review and summarize the bids, and assist CLIENT with contract award.

- J-U-B will prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.

- 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. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
- J-U-B will provide electronic copy record drawings for CLIENT records.

TASK 300: INFLOW AND INFILTRATION REDUCTION

The purpose of this task is to assist the CLIENT with identifying and eliminating sources of inflow into the wastewater collection system. This task will build and expand upon existing modeling and the 2002, 2004, 2005 Inflow Source Identification Technical Memoranda. Work efforts may include elements of the following general tasks: reviewing and / or prioritization of inflow sources identified in previous years, development of an overall process to continue identifying and removing inflow sources, smoke and dye testing, etc.

Flow monitoring was previously conducted from February 10 to March 25, 2015 to identify the magnitude of inflow from basins with suspected high inflow amounts. These include the Business, Central, Fort Grounds, and Lincoln Districts. The data is also to be used to confirm inflow assumptions utilized in the 2013 Collection System Master Plan Update and the degree of inflow removal completed to date in these basins.

A draft technical memorandum with preliminary findings was prepared in FY2016. Based on the preliminary findings, observed inflow contributions from the Business, Central, and Fort Grounds Districts were approximately similar to the amounts assumed in the 2013 Sewer Model. The Lincoln District observed significantly more inflow contribution than previously assumed, suggesting further detailed study may be warranted.

This task will be more fully defined by CLIENT in FY2017/18 and may include tasks to identify specific inflow sources, such as sub-basin flow monitoring, smoke testing, and dye testing.

TASK 400: CAPITAL IMPROVEMENT PROJECTS

ENGINEER shall provide engineering services for tasks requested and authorized by CLIENT for items related to Capital Improvement Projects identified in CLIENT's 2013 Collection System Master Plan Update. Services may include, but are not limited to, preparing conceptual design and opinions of probable cost for capital improvement projects previously identified in the Master Plan.

TASK 500: MANAGEMENT RESERVE

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:

- Additional public meetings or outreach as requested by CLIENT.
- Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
- 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.
- Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
- Perform detailed manhole condition assessment, testing, and/or structural evaluation.
- Prepare exhibits and descriptions for CLIENT's use in acquiring easements for the open trench reaches.
- 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.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
- Review product substitution requests submitted by the Contractor.
- Perform property boundary surveys.
- Update CLIENT's geographical information system (GIS) database.
- Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.

- Capacity evaluation of pipe segments downstream of CIP project C.2 identified in the 2013 Master Plan Update.
- Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
- Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
- Assist the CLIENT with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction (other than as identified in the preceding tasks).
- Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
- Perform flow monitoring to supplement previously obtained data.
- Additional meetings or public outreach as requested by CLIENT.

And other additional services specifically requested by CLIENT.

TASK 700: MASTER PLAN UPDATES

SUBTASK 001: EAST SHERMAN INCREASED DENSITY ANALYSIS

The 2013 Collection System Master Plan Update provides a hydraulic Master Plan Model that represents build-out of the future wastewater service area to the planning extents identified through the course of that study. The Master Plan Model was based on the zoning in place at the time of its development, the City's Comprehensive Plan (2007-2027), and as selected by the City at the time of the study for areas without established planned densities. Results of the Master Plan Model were used to establish a Capital Improvement Plan (CIP) which prioritizes collection system improvements necessary to relieve capacity issues, replace deteriorated segments of the system, and implement improvements that will be needed as infill occurs in the City and as the wastewater service area is expanded to the future service boundary.

CLIENT would like to review the zoning and future land-use assumptions from the 2013 Master Plan Model for alignment with recent infill development activity and ongoing land-use planning efforts in the East Sherman area (the study is generally recognized herein as the area east of 19th Street that is outside the current City limits and extending to the study boundary in the 2013 Master Plan.)

CLIENT would like to review Master Plan CIP projects C.2, C.6, and C.8 affected by development in the East Sherman area, determine number of ERUs that could be realized with growth at a greater density than assumed in the Master Plan, and review and update engineer's opinions of probable costs for improvements deemed necessary to convey projected wastewater flows from the area.

ENGINEER will review Committed and Master Plan Baseline Conditions as follows:

- Summarize the study area baseline conditions in the 2013 Master Plan Update, including committed service area, master planned boundary, number of equivalent residential units (ERUs), and flow parameters.
- Summarize the committed and master planned flows, depth/diameter (d/D), and reserve capacity for the project area.
- Update CIP project costs for 2018 dollars based on preliminary design completed with CLIENT in 2016; determine the project costs on a per-ERU basis based on projected ERUs at build-out within the master plan boundary.
- Prepare a memorandum summarizing master plan baseline conditions and conclusions and meet with the CLIENT to review the memorandum.

ENGINEER will develop Revised Density Analysis as follows:

- Conduct a workshop with CLIENT to review potential revisions to land-use densities in the study area. CLIENT will coordinate with other departments as appropriate for meeting attendance.
- Utilize the 2013 Master Plan model for the increased density analysis herein. Note that no revisions to the Master Plan Model (which reflects conditions through April 2012) are included in this scope of work. If an update is deemed necessary by CLIENT, the update will be completed as an Additional Service.
- Incorporate increased densities (as determined by CLIENT) into the 2013 Master Plan model. Develop updated depth/diameter (d/D) and reserve capacity plots based on the projected wastewater generation, identify resulting capacity issues, and identify potential solutions. Based on discussions with CLIENT during scoping, it is assumed that the maximum size for the M-Interceptor upstream of M1-20 will be 24-inches. If the increased densities established by CLIENT require pipe sizes greater than 24-inches, a revised analysis to determine the maximum capacity of a 24-in

interceptor through C.2 will be completed and the resulting maximum number of ERUs in the expanded service area will be determined through an iterative process.

- Review the CIP costs for C.2 and C.8 and determine the cost per ERU for the project(s) with increased density beyond the existing City limits.
- Prepare a memorandum summarizing the increased density analysis conclusions and meet with the CLIENT to review the memorandum.

ENGINEER will provide a final technical memorandum documenting the conclusions of the analysis. The technical memorandum will be an addendum to the 2013 Master Plan with the intent to incorporate the findings into a future comprehensive update performed by ENGINEER.

TASK 800: M-INTERCEPTOR POINT REPAIR

The M-Interceptor has been identified as needing rehabilitation due to deterioration caused by hydrogen sulfide corrosion and is prioritized for the FY2017/18 CIPP project. In anticipation of the FY2017/18 CIPP project, CLIENT performed condition assessment using CCTV inspection in summer 2017. During the course of the inspection, CLIENT identified a hole in the top of the 30-in diameter reinforced concrete pipe approximately 6-ft downstream of manhole M1-09 (located in the intersection of 8th St and Pine Ave.) The hole appears to be covered using wood timbers and planks, thought to be remnants of cribbing used during the course of construction (estimated circa 1940). The hole must be patched prior to CIPP rehabilitation. Also, the hole creates some risk of a void in the soil above the pipe which may lead to roadway settling. In FY2017, J-U-B assisted CLIENT with evaluating trenchless repair alternatives. CLIENT selected to utilize a repair method involving expanding and locking stainless steel internal repair sleeves which may be installed using an inflatable plug. CLIENT intends to solicit three or more quotations from licensed public works contractors to complete the repair.

Internal Repair Sleeve:

- J-U-B will assist CLIENT with pre-construction planning. CLIENT will procure the services of a public works contractor.
- J-U-B will observe demonstration of an internal repair sleeve on a 24-in pipe performed by the selected contractor.
- J-U-B will observe installation of sewer plugs and pipe cleaning performed by the selected contractor. This work by the contractor is intended in order demonstrate the ability to block the flow and the duration that the flow may be stopped without surcharging the collection system.
- J-U-B will participate in a pre-installation conference with CLIENT and contractor.
- J-U-B will observe installation of the internal repair sleeve.

Soil Void Detection and Stabilization:

- 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. If geotechnical or other specialized analysis, materials testing, or subsurface exploration is necessary, it will be provided separately if specifically requested by CLIENT and authorized under Task 500: Management Reserve.
- 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 soil stabilization, as determined necessary by CLIENT.

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Task	Days	Compensation and Type
Task 000: Project Administration and Client Meetings	<i>As needed</i>	\$6,200 T&M ^A
Task 100: Trenchless Rehabilitation Projects		
Subtask 001: Condition Assessment and Prioritization Methodology	-	<i>Reserved</i>
Subtask 002: Design: Cured-in-Place Pipe	60	\$30,000 T&M ^A
Subtask 102: CMS: Cured-in-Place Pipe	- ^B	\$53,600 T&M ^{A, B}
Task 200: Open Trench Replacement Projects		
Subtask 001: Design: Open Trench Project – RR.15 & RR.16	30	\$23,300 T&M ^A
Subtask 002: Design: Open Trench Point Repairs	60	\$7,300 T&M ^A
Subtask 101: CMS: Open Trench Project	<i>Reserved</i>	
Subtask 102: CMS: Open Trench Point Repairs	- ^B	\$16,500 T&M ^{A, B}
Task 300: Inflow and Infiltration Reduction	<i>As requested</i>	\$10,000 T&M ^A
Task 400: Capital Improvement Projects	<i>As requested</i>	\$25,000 T&M ^A
Task 500: Management Reserve	<i>As requested</i>	\$25,000 T&M ^A
Task 600: GIS Services – under separate contract		
Task 700: Master Plan Updates		
Subtask 001: East Sherman Wastewater Surcharge Fee Analysis	90	\$22,400 T&M ^A
Task 800: M-Interceptor Point Repair		
Subtask 001: Construction Support	- ^B	\$7,700 T&M ^{A, B}

^A Time and Materials estimates shall be paid at J-U-B's Standard Billing rates.

^B Dependent on construction schedules developed by the successful bidder.



BASIS OF FEE

TASK		Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Item Subtotal	Subtask Total
000	PROJECT ADMINISTRATION AND CLIENT MEETINGS														
	-001 PROJECT ADMINISTRATION											15			\$6,200
	Task management; status updates; invoices		24											\$4,500	
	Monthly Meetings with CITY (as requested)		12											\$1,700	
100	TRENCHLESS REHABILITATION PROJECTS														
	-001 PLANNING: CONDITION ASSESSMENT AND REHABILITATION PRIORITIZATION		<i>Reserved</i>												
	-002 DESIGN: CURED-IN-PLACE PIPE (CIPP)														\$30,000
	Schedule A: 30" M-Interceptor (M1-11A to M1-08, 966 LF)														
	Schedule B: 5,000-10,000 LF (8"-15" dia.)														
	Concept Design													\$0	
	Kick-off meeting		2		4							1		\$700	
	Finalize reach prioritization based on preliminary CCTV review		6		12									\$1,900	
	Rehab schedules		8		25							8		\$3,900	
	Vicinity maps		8		20						10			\$3,800	
	Bypass Pumping Plan		8		16	2					8			\$3,700	
	Project specifications and bid schedules		8		16	2						8		\$3,500	
	Opinion of Probable Cost		4		8									\$1,200	
	QC/QA review and incorporate comments	1	4		8	2						4		\$2,200	
	Review Mtg with CITY		2		4									\$600	
	Final Design													\$0	
	Rehab schedules		2		10							2		\$1,300	
	Vicinity maps		2		8						2			\$1,200	
	Project specifications and bid schedules		2		4							5		\$1,000	
	Opinion of Probable Cost		2		6									\$800	
	QC/QA review and incorporate comments	1	4		8	2						2		\$2,000	
	Review Mtg with CITY		2		4									\$600	
	Final Plans and Bid Documents (10 copies)		2		8							6	\$100	\$1,600	
	-102 CONSTRUCTION MANAGEMENT SERVICES: CURED-IN-PLACE PIPE (CIPP)														\$53,600
	Bidder Pre-Qualification														
	Update 2016 pre-qualification documents for use in 2018		1		2							2		\$500	
	Review with City and City's legal counsel		1		2									\$300	
	Assist with pre-qualification advertising		1		2									\$300	
	Review pre-qualification responses and summarize for City		1		2							2		\$500	
	Bid and Award														
	Bid advertisement/contractor coordination		2		2							2		\$600	
	Pre-bid meeting		2		4							2		\$800	
	Bid management (questions and addenda)		4		8							4		\$1,600	
	Bid opening and contract award		2		4							2		\$800	
	Construction Phase														
	Pre-construction meeting		2		4					4		2		\$1,200	
	Submittal review		6		14							2		\$2,200	
	Construction Management (10 weeks of project activity)	2	8		40									\$5,100	
	Construction Observation (8 hrs/day, 8 weeks)									320			\$500	\$31,200	
	Final video review and punchlist		4		8					20		4		\$3,500	
	Application for Payment (3 total)		4		8					2		6		\$1,900	
	Post-Construction Phase													\$0	
	Project records, as-built rehab schedules & vicinity maps		2		16						8	8		\$3,100	
	Integrate record drawings into GIS	<i>under a separate contract for yearly GIS support</i>											\$0		



BASIS OF FEE

TASK		Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Item Subtotal	Subtask Total
200	OPEN TRENCH REPLACEMENT PROJECTS														
-001	DESIGN: OPEN TRENCH PROJECT - RR.15 & RR.16														\$23,300
	Project Locations (3,632± LF):														
	RR.15: Alley from Short to Walnut between B & C: L1-08 to L1-09E (1,355± LF); Walnut, C to Gov't: L1-09D to L1-09E and L1-14A to L1-14 (385± LF)														
	RR.16: 19th & Coeur d'Alene: M3-03A to M3-03D (1,000± LF) and 20th & Coeur d'Alene: M3-03E to M3-03H (1,135± LF)														
	Kick-off meeting				Completed FY17										
	Topographic survey				Completed FY17										
	60% Design				Completed FY17										
	Bid Documents														
	Final plan and profile; incorporate City comments		10		60						72		\$50	\$13,800	
	Cost opinion		2		8									\$1,000	
	Project specifications and bid schedule(s)		8		20							6		\$3,300	
	QC/QA review and incorporate comments		2		6	2						2		\$1,300	
	CITY review workshop: plans, cost opinion, next steps		4		4									\$900	
	Final Plans and Bid Documents (20 copies)		6		14						2	8	\$100	\$3,000	
-002	OPEN TRENCH POINT REPAIR DESIGN:				<i>Assumes 5-10 point repairs</i>										\$7,300
	Kick-off meeting		2		4							2		\$800	
	Field assess and prioritize point repairs		4		8									\$1,200	
	Prepare exhibits and specifications for City's review		2		12						16			\$2,900	
	Cost opinion		1		4									\$500	
	Review meeting with CITY		2		4					2	1	\$50		\$1,000	
	Incorporate City comments and prepare bidding documents		2		4							4		\$900	
-101	CONSTRUCTION MANAGEMENT SERVICES - OPEN TRENCH PROJECT				<i>Reserved</i>										
-102	CONSTRUCTION MANAGEMENT SERVICES - OPEN TRENCH POINT REPAIR				<i>Assumes 5-10 point repairs</i>										\$16,500
	Solicit 3 or more bids (assumes <\$200k bid solicitation per I.C. 67-2805(2))		2		4							4	\$50	\$1,000	
	Review and summarize bid results; Assist contract award		2		4							4		\$900	
	Pre-construction meeting		2		4							2	\$50	\$800	
	Submittal review		1		4									\$500	
	Construction Management (2 weeks of construction)	1	4		10								\$50	\$1,700	
	Construction Observation (8 hrs/day, 2 weeks)									80			\$150	\$7,800	
	Pay requests (2 total)		2		4							4		\$900	
	Final walkthrough and punchlist follow-up		2		2					6				\$1,000	
	Record drawings and project closeout		2		6					2	8	2		\$1,900	
300	INFLOW AND IDENTIFICATION REDUCTION														
-001	INFLOW AND IDENTIFICATION REDUCTION				<i>tasks to be determined as requested by CLIENT</i>										\$10,000
400	CAPITAL IMPROVEMENT PROJECTS														
-001	CAPITAL IMPROVEMENT PROJECTS				<i>tasks to be determined as requested by CLIENT</i>										\$25,000
500	MANAGEMENT RESERVE														
-001	MANAGEMENT RESERVE				<i>tasks to be determined as requested by CLIENT</i>										\$25,000
600	GIS SERVICES														
	<i>under separate contract</i>														

BASIS OF FEE

TASK		Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Item Subtotal	Subtask Total	
700	MASTER PLAN UPDATES															
	-001 EAST SHERMAN WASTEWATER SURCHARGE FEE ANALYSIS														\$22,400	
	Project Kick-off Meeting with CLIENT	<i>completed</i>														
	Master Plan Baseline Conditions															
	Review baseline build-out connections and flow parameters		2	6										\$1,100		
	Compare system capacity to master planned flows		2	6		1								\$1,300		
	Establish CIP costs and baseline capacity surcharge fee		6	2		1								\$1,300		
	Prepare technical summary		8	4							1	4		\$2,100		
	QC Review		1	1		4								\$1,000		
	Review meeting with CLIENT		4	4										\$1,100		
	Revised Density Analysis													\$0		
	Meeting with CLIENT to review revised densities	2	4	4		1								\$1,800		
	Apply revised densities to model		2	8										\$1,400		
	Run and Analyze Results		4	16		2								\$3,100		
	Establish reserve capacity with revised densities		2	2										\$600		
	Review CIP project costs (C.2 & C.8) and determine cost per ERU		8			1								\$1,300		
	Prepare technical summary		8	4							1	4		\$2,100		
	QC/QA review and incorporate comments	2	1	1		4								\$1,500		
	Review meeting with CLIENT		4	4										\$1,500		
	Finalize Technical Memorandum		4	2							2	2		\$1,200		
800	M-INTERCEPTOR POINT REPAIR															
	-001 CONSTRUCTION SUPPORT														\$7,700	
	Internal Repair Sleeve															
	Assist CITY with pre-construction planning (CITY to procure contract)		2		2									\$500		
	Observe demonstration of internal repair sleeve on 24" pipe ("dry-run")		2		2									\$500		
	Observe plug installation and pipe cleaning ("wet dry-run")		4		4									\$900		
	Pre-installation coordination meeting		2		2									\$500		
	Observe internal repair sleeve		8		8								\$50	\$1,900		
	Soil Void Detection and Stabilization															
	Assist CITY with evaluating subsurface void detection methods		2		2	2								\$800		
	Evaluate soil stabilization alternatives (Uretek polymer or similar)		2		2	2								\$800		
	Assist CITY with soil stabilization planning (CITY to procure contract)		2		2									\$500		
	Observe soil stabilization		2		2					8			\$50	\$1,300		
BASIS OF FEE SUMMARY																
															TASK 000 - PROJECT ADMINISTRATION AND CLIENT MEETINGS	\$6,200
															TASK 100 - TRENCHLESS REHABILITATION PROJECTS	\$83,600
															TASK 200 - OPEN TRENCH REPLACEMENT PROJECTS	\$47,100
															TASK 300 - INFLOW AND IDENTIFICATION REDUCTION	\$10,000
															TASK 400 - CAPITAL IMPROVEMENT PROJECTS	\$25,000
															TASK 500 - MANAGEMENT RESERVE	\$25,000
															TASK 700 - MASTER PLAN UPDATES	\$22,400
															TASK 800 - M-INTERCEPTOR POINT REPAIR	\$7,700
															TOTAL	\$227,000



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

J-U-B ENGINEERS, INC. Standard Exhibit A – Construction Phase Services

Client Name: City of Coeur d'Alene Wastewater Utility Project: 2018 Wastewater Collection System Capital Improvement Projects

The Agreement for Professional Services dated ____ 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, selective sampling, 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
 No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- Yes
 No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- Yes
 No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- Yes
 No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- Yes
 No
- 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.
- Yes
 No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- Yes
 No
- 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.
- Yes
 No
- 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.
- Yes
 No
- 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.

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 may provide full-time representation or may provide representation to a lesser degree.

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 provide further protection for CLIENT against 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 CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *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 CLIENT 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. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT 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 and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT 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 CLIENT.
10. *Records.*
 - a) Maintain at the Site 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) Prepare a daily report or keep a diary or log book, recording 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 CLIENT.
 - c) Maintain 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 CLIENT.

11. *Reports.*
 - a) Furnish to CLIENT 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 CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, 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.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications 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 CLIENT for review.
14. *Completion.*
 - a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
 - b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
 - c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
 - d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final 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.
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.