



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

I move to approve Purchase Orders #23007 to HDR Engineering for Task Order No. 5 – Sewer Collection System Master Plan with a combined not-to-exceed cost of \$133,200.00.

**Reasons for Recommendation:**

- This project will satisfy IDEQ wastewater treatment facility planning document requirements.
- This task order would authorize HDR Engineering to prepare a comprehensive collections facility plan, including modeling, for direction in sewer mainline repair, replacement, or upgrade.
- HDR Engineering has a Master Services Agreement with the City of Ketchum for engineering projects for the City.

**Policy Analysis and Background (non-consent items only):**

**Sustainability Impact:**

- None OR state impact here: HDR Engineering will use the Ketchum Sustainability Action Plan for making energy efficiency and sustainability a key focus in their evaluation of system and equipment recommendations.

**Financial Impact:**

|  |   |
|--|---|
| None OR Adequate funds exist in account: | Unlike other wastewater related projects, the cost for this contract will be the sole responsibility of the City of Ketchum. Funding for the task order will come from the Wastewater Capital Improvement Fund. |
|--|---|

**Attachments:**

1. HDR Task Order No. 5 - Engineering Services for the Sewer Collection Master Plan
2. Multiple Project Agreement with HDR Engineering, Inc.
3. Purchase Order 23007

## **TASK ORDER**

This Task Order pertains to an Agreement by and between City of Ketchum, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated September 13<sup>th</sup>, 2021, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

### **TASK ORDER NUMBER: 5**

PROJECT NAME: Sewer Collection Master Plan

PART 1.0 PROJECT DESCRIPTION: Refer to proposal dated August 29, 2022.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT: Refer to proposal dated August 29, 2022.

PART 3.0 OWNER’S RESPONSIBILITIES: Refer to proposal dated August 29, 2022.

PART 4.0 PERIODS OF SERVICE: Refer to proposal dated August 29, 2022.

PART 5.0 ENGINEER’S FEE: Refer to proposal dated August 29, 2022.

PART 6.0 OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF KETCHUM  
"OWNER"

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Kate Eldridge

TITLE: \_\_\_\_\_

TITLE: Senior Vice President

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: 412 E Parkcenter Blvd, Ste 100  
Boise, ID 83706

August 29, 2022

Mick Mummert  
City of Ketchum  
Utilities Department, Wastewater Division Supervisor  
110 River Ranch Road  
Ketchum, ID 83340  
Sent via email to: [mmummert@ketchumidaho.org](mailto:mmummert@ketchumidaho.org)

Subject: ***Proposal for Engineering Services for the Sewer Collection Master Plan***

Dear Mick,

HDR|SPF is pleased to provide the following scope of work and cost proposal for engineering services related to the Sewer Collection Master Plan Project.

**BACKGROUND**

The City's Utilities Department (City) recently accepted oversight of the sewer collection system. The City would like to undertake a comprehensive facility plan of their sewer collection system to better understand the system and to assist in budgeting replacement activities. The goal of the plan is to establish a Capital Improvement Plan (CIP) for collection mains that need repair, replacement, and/or upgrade over the next 20-year span.

The City has a thorough GIS system that includes the sewer collection system. The data files include manhole drop lengths from rim elevations, collection main sizing, and other pertinent data. A hydraulic model for the City's system does not exist and a new model will have to be created as part of this scope of work.

**SCOPE OF WORK**

HDR|SPF will prepare a Sewer Collection Master Plan (SCMP) document to provide planning data and analysis and meet Idaho Department of Environmental Quality requirements. The SCMP will be organized as follows:

**Proposed Water Master Plan Contents**

- 1 Executive Summary
- 2 City Planning (Growth Projections, Land Use, and City Planning Area)
- 3 Existing Collection Facilities (Capacities, Condition, and Needs)
- 4 Sewer Collection Flow Criteria (Average Dry Weather Flows, Average Wet Weather Flows, Peak Dry Weather Flows, Peak Wet Weather Flows)
- 5 System Analysis (Hydraulic Modeling, Capacity Analysis)
- 6 Collection System Needs (CCTV Review, Identify Current Deficiencies and Future Needs)
- 7 Capital Improvement Plan (Evaluate and Prioritize Capital Projects and Costs)



HDR|SPF will complete the following tasks to prepare the SCMP.

### **Task 1 – Project Management and Meetings**

#### **Project Management**

This task includes managing the project team to track time and budget, work elements accomplished, work items planned for the next period, and budget needed to complete the project. This task also includes the preparation of project progress reports. This effort assumes that the project will last approximately one year from inception to completion. The schedule will be presented at the kick-off meeting. A detailed action item and decision log will be maintained throughout the project to facilitate smooth project execution and clearly delineate responsibilities and deadlines.

#### **Kick-off Meeting**

HDR|SPF and City staff will hold a kick-off meeting to initiate the project. The objectives of the meeting will include reviewing the project scope, budget, and schedule, and touring sewer system facilities of concern. It is assumed that a tour of the facilities of concern can be accomplished during the kick-off meeting and that the City will invite the relevant stakeholders to the kick-off meeting. Special concerns of all parties will be addressed so that they are included in the preparation of the Master Plan.

#### **Progress Meetings and Coordination**

HDR|SPF will coordinate and attend up to two (2) in-person meetings with the City. An agenda and notes will be prepared for each meeting. HDR|SPF will attend three (3) Zoom-type meetings with City staff to discuss project status, address potential issues with the team, or share screens to confirm various analysis elements. It is assumed that each meeting (either in person or Zoom-type) will last approximately 1 hour.

**Deliverables** *Kick-off meeting agenda, minutes, and action items*  
*Monthly invoices (project duration)*  
*General coordination throughout the project duration*

### **Task 2 – Review Existing Documents and Information/Data**

HDR|SPF will collect and review the City's relevant planning documents including:

- Previous planning studies
- GIS geo-database
- CCTV videos
- Flow meter data from the wastewater treatment plant and any monitored manholes.

It is assumed that the City will assist in providing the data in a useable format.

**Deliverable** *Data collection list (electronic file format)*

### **Task 3 – City Planning**

HDR|SPF will prepare Section 2 of the SCMP to document the City's planning information including planning area, land use projections, and population growth projections. A planning horizon of 20 years will be used for overall planning purposes. We assume the City will provide demographic projections for the City's service area for the 20-year period.

**Deliverable** *Master Plan Section 2 – City Planning Summary (Chapter 1 will be the Plan’s Executive Summary)  
Growth Projections, Planning Area, and Land Use*

#### **Task 4 – Existing Sewer Collection System Facilities**

HDR|SPF will review the GIS as part of Task 2. This information will be used as a baseline to develop the framework for a hydraulic model using Bentley’s SewerCAD/SewerGEMS software. As part of this effort, HDR|SPF will use the City’s GIS geo-database to develop the sewer network model to include pipes and manholes. Manholes will be included where pipelines intersect or where change of diameter, slope, materials, or year of installation occur. Elevations for manhole rims and inverts will be pulled from the GIS data. It is assumed that the City will collect and provide any missing elevation data not included in the GIS. System facilities will be added into the model that include gravity mains, lift stations, and force mains up to the entrance to the wastewater treatment plant.

HDR|SPF will create dry and wet weather flow, and peak flow scenarios to reflect near term and long-term conditions (total of 6 scenarios) to be used for the CIP development. HDR|SPF will incorporate the sewer system layouts from planning documents for areas with known developments.

Flow monitoring at specific junctions will be needed for developing land-use specific loading patterns for the base wastewater inflows tributary to each flow monitoring location, and to calibrate the model to ensure that it is generating results suitable for this planning study. Developing a flow monitoring program will be included within Task 5. HDR|SPF will calibrate the wet-weather model to determine impacts of infiltration and inflow (I/I) on the collection system using the events captured throughout the one-month monitoring period, while the dry-weather model will be calibrated using data from the dry days in the flow monitoring period. If sufficient wet weather data is not obtained during the monitoring period, historical precipitation data and historical wastewater flows from the wastewater treatment plant will be reviewed to evaluate the impact of I/I on the collection system.

**Deliverable** *Master Plan Section 3 – Existing Collection Facilities*

#### **Task 5 – Develop Flow Monitoring Program and Land Use Criteria**

##### **Flow Monitoring Program**

HDR|SPF will work with City Staff to develop a flow monitoring plan to identify strategic locations within the system to collect wastewater flow information for a one-month period. It is suggested that the City consider purchasing flowmeters so that yearly data would be available. This will be considered in addition to having the City hire an outside company directly that specifically installs and rents such equipment for the purpose of these types of studies. Collection of flow information will assist in establishing the baseline conditions and quantity of sewer flows within the collection system. Dry periods within the monitoring period, as well as historical records of the wastewater treatment plant (if applicable), will be used to establish dry weather flow factors. While flow data captured during wet weather events will be used to determine I/I rates and establish I/I parameters for model development and calibration. HDR|SPF will work with the City to confirm the flow

monitoring sites. Once monitoring is completed, the City will provide the data for HDR|SPF to review and organize for use during sewer model calibration.

#### **Development of Land Use Criteria**

The existing average dry weather flows (ADWF), average wet weather flows (AWWF), and peak dry weather flows (PDWF) and peak wet weather flows (PWWF) from the monitoring program will be used to update the average I/I factor. Areas near residential, commercial, industrial, and or institutional users, which may contribute significantly to wastewater flows, will be identified and investigated individually through discussions with City staff. This will help develop water flow coefficients for each land use category (gpd/ac).

Flow coefficients will also be used in combination with population and land-use projections established to project future wastewater flows. The population projections will be developed for a 20-year increment through the 2042 planning year. Projections will be reviewed and discussed with City staff prior to using the projections in the hydraulic model or Master Plan

**Deliverable** *Master Plan Section 4 – Sewer Collection Flow Criteria*

#### **Task 6 – System Analysis**

Using the updated and calibrated hydraulic model and approved evaluation criteria, HDR|SPF will conduct an existing and future system analysis for the sewer collection system. Findings from this analysis and review of the CCTV videos (Task 7) will be used to develop the CIP (Task 8).

#### **Gravity Evaluation**

HDR|SPF will review the capacity of the gravity and force mains under PDWF and PWWF conditions for both the existing and the 20-year planning horizon. The maximum flow depth to pipeline diameter d/D ratio for gravity sewer will be analyzed. Capacity constraints identified in existing mains will be noted and improvement recommendations will be identified for inclusion in the CIP developed under Task 8.

#### **Lift Station Capacity Evaluation**

HDR|SPF will review the capacity of lift stations under PDWF and PWWF conditions for both the existing and the 20-year planning horizon. Capacity limitations will be noted and improvement recommendations to mitigate deficiencies will be identified for inclusion in the CIP (Task 8).

**Deliverable** *Master Plan Section 5 – System Analysis*

#### **Task 7 – CCTV Review**

The City has indicated that they have cleaned and videoed specific collection mains in the past. This operation has been hampered due to equipment breakage. HDR|SPF will assist the City in reviewing CCTV data collected to date and to develop a program to collect information on the remaining lines. Data collection can be completed either by the City or through a contractor directly hired by the City. If pipeline age information is available, a desktop assessment of the below ground assets will be performed based on pipe age, material, existing CCTV data, and other available information from the City. HDR|PSF will use the results of the initial analysis and the City's knowledge of problem areas to identify additional areas for CCTV inspection. HDR|SPF has budgeted 80 hours

to review existing and proposed CCTV videos and to provide condition scoring of the pipelines based upon review. Additional time can be added with an addendum based upon the number of videos available for viewing.

**Deliverable** *Master Plan Section 6 – Collection System Needs*

### **Task 8 – Capital Improvement Plan**

HDR|SPF will consolidate recommendations resulting from analysis performed in Tasks 6 and 7 and develop planning-level cost estimates for each recommended improvement for inclusion in the City's CIP. Planning costs will be prepared using planning-level V cost estimating assumptions for the wastewater system facilities within the collection system. These unit costs, contingency, and mark-up factors will reflect the most current market condition in the region and will be prepared and discussed with City staff prior to development of the CIP. All CIP projects and planning costs will be summarized in tabular format by project ID, facility type, and priority.

An exhibit will be prepared to depict the locations of the proposed system improvement with matching ID's. Prioritization of the capital, rehabilitation, and replacement recommendations will be performed with input from City staff. The prioritization will include the near-term and long-term planning horizon.

**Deliverable** *Master Plan Section 7 – Capital Improvement Plan*

### **Task 9 – Master Plan Reports**

HDR|SPF will compile the work conducted in previous tasks and consolidate sections into a draft report. The draft will also include an Executive Summary that summarized the assumptions, analysis criteria, report findings, and CIP recommendations. A draft report will be provided in a digital format (PDF) for the City's review. Comments from the draft will be incorporated into a Final Master Plan. The Final Sewer Collection Master Plan will be signed/stamped by a civil engineer and provided to the City in an electronic copy (PDF).

HDR|SPF will submit the Final SCMP to Idaho DEQ for review and approval. This budget includes one response to City and IDEQ comments and resubmittal to each agency.

**Deliverable** *Master Plan Section 1 – Executive Summary*  
*Draft Master Plan*  
*Final Master Plan*

### INCLUDED IN SCOPE

- Submission of the Wastewater Collection Master Plan to Idaho DEQ for review and approval. This budget includes one response to City and IDEQ comments and resubmittal to each agency.

### NOT INCLUDED IN SCOPE

- Manhole flow testing and metering (conducted by City or others)
- Hydraulic model runs for scenarios other than current and 20-year
- Environmental Information Document and associated meetings
- Declining Balance Analysis



- In-field survey of existing infrastructure
- Project administration with IDEQ

**SCHEDULE**

A total project schedule of approximately 8 to 10 months is anticipated to complete the Sewer Collection Master Plan, once required data is received from the City. Project schedules are dependent upon many factors, including IDEQ review time, and data and work performed by others.

**ESTIMATED COSTS**

HDR|SPF proposes to perform this work on a time and materials basis. ENGINEER’s hourly rates are based on their raw labor rate multiplied by 3.23. Direct costs (photocopy, postage, subcontractors, etc.) are billed at actual cost plus 15%. Invoices will generally be sent monthly. Estimated costs will depend on the extent of effort required to complete the Tasks. Hourly billing rates will be adjusted on January 1st each year.

**Table 1. Estimated Costs by Task**

|  |                  |
|--|------------------|
| Task 1 – Project Management and Meetings                       | \$ 15,500        |
| Task 2 – Review Existing Documents and Information/Data        | \$ 2,400         |
| Task 3 – City Planning   | \$ 4,600         |
| Task 4 – Existing Sewer Collection System Facilities           | \$ 26,200        |
| Task 5 – Develop Flow Monitoring Program and Land Use Criteria | \$ 8,800         |
| Task 6 – System Analysis                                       | \$ 20,600        |
| Task 7 – CCTV Review   | \$ 12,800        |
| Task 8 – Capital Improvement Plan                              | \$ 19,200        |
| Task 9 – Master Plan Reports                                   | \$ 23,100        |
| <b>TOTAL</b>   | <b>\$133,200</b> |


**AGREEMENT**


If this proposal meets with your approval, please sign the attached task order document.

Please return a signed copy of Task Order #5 to our office. We look forward to continuing to serve the City of Ketchum on this project.

Respectfully submitted:

**HDR|SPF**

By   
 Robert R. Hardgrove, P.E.  
 Vice President

By   
 Michael Boeck, P.E.  
 Senior Project Manager

## CONTRACT NO. 20703

### MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made as of this 13th day of September, 2021, between City of Ketchum, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

#### SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

This Task Order is executed this 13th day of September, 2021.

City of Ketchum  
"OWNER"

BY: 

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
"ENGINEER"

BY: 

NAME: Kate Eldridge

TITLE: Vice President

ADDRESS: 412 E Parkcenter Blvd  
Suite 100  
Boise, Idaho 83706

# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

## 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

## 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### **9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### **10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### **11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all 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) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### **17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

#### **18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### **19. NO THIRD PARTY BENEFICIARIES**

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

#### **20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

#### **21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

#### **22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.)

and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

#### **23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.



**CITY OF KETCHUM**  
**PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23007**

|  |   |
|--|---|
| <b>To:</b><br>2319<br>HDR ENGINEERING, INC.<br>BOX 74008202<br>CHICAGO IL 60674-8202 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|--|---|

| P. O. Date | Created By | Requested By | Department           | Req Number | Terms |
|------------|------------|--------------|----------------------|------------|-------|
| 10/01/2022 | bancona    | bancona      | Utilities/Wastewater | 0          |       |

| Quantity | Description                                       | Unit Price | Total      |
|----------|---|------------|------------|
| 1.00     | TASK ORDER #5 - SEWER COLLECTION MAS 67-4350-7813 | 133,200.00 | 133,200.00 |
|          | SHIPPING & HANDLING                               |            | 0.00       |
|          | TOTAL PO AMOUNT                                   |            | 133,200.00 |

\_\_\_\_\_  
 Authorized Signature