AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of August 08, 2024 ("Effective Date") between

City of Sandpoint ("Owner") and
Keller Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Wastewater Treatment Plant Replacement Project – Preliminary Engineering Report ("Project"). Additional details for the Engineering services are detailed in Exhibit A.

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Develop a Preliminary Engineering Report (PER) and evaluate the feasibility for replacement of the Wastewater Treatment Plant.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit A.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with the terms of Exhibit A. Engineer shall submit its invoices to Owner on a monthly basis and no later than 30 days of services rendered for previous month. Invoices are due and payable within 30 days of receipt of a correct invoice.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's correct invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit A.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under 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 any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Engineers:* Engineer may retain such Engineers as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Engineers may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 2018 Edition), prepared by the Engineers Joint Contract Documents Committee., unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Engineers.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Engineers, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all

other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Engineers; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Engineers from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of

the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. NOT USED

C. NOT USED

D. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Engineers. Owner and Engineer waive all rights against each other, Contractor, the Engineers, and the respective officers, directors, members, partners, employees, agents, Engineers, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Engineers, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Engineers to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of

Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer

shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Engineers, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit A.

6.07 *Controlling Law*

A. This Agreement is to be governed by the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

6.08 *Successors, Assigns, and Beneficiaries*

A. Engineer and the successors, executors, administrators, and legal representatives of are hereby bound to the Owner to this Agreement and to its successors, executors, administrators and legal representatives (and said assigns) in respect of all covenants, agreements, and obligations of this Agreement.

B. Engineer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the Owner, except to the extent that any assignment, subletting, or transfer is mandated ore restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Engineer from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and not for the benefit of any other party.

3. NOT USED.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification*

A. *Indemnification by Engineer:* Engineer shall indemnify and hold the Owner, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by Engineer's wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the Owner, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the Owner specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

A. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members,

partners, agents, employees, and Engineers from all claims, costs, losses, damages, actions, and judgments (including reasonable Engineers' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) 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 own negligence or willful misconduct.

B. NOT USED

C. NOT USED

D. NOT USED

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory

periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to

(a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and Engineers; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Engineers), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Engineers*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and Engineers; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and Engineers, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation

necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities. NOT USED

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. NOT USED

E. Exhibit E, Notice of Acceptability of Work. NOT USED

F. Exhibit F, Construction Cost Limit. NOT USED

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution. NOT USED

I. Exhibit I, Limitations of Liability. NOT USED

J. Exhibit J, Special Provisions. NOT USED

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above, as applicable) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Sandpoint

By: [ ]
Print name: [ ]
Title: [ ]
Date Signed: [ ]

Engineer:

By: DocuSigned by: Larry S. Rupp 43A891922B35469...
Print name: Larry Rupp
Title: President/CEO
Date Signed: 7/30/2024

Engineer License or Firm's Certificate No. (if required):

State of: Idaho

Address for Owner's receipt of notices:
1123 Lake Street
Sandpoint, ID 83864

Address for Engineer's receipt of notices:
601 E. Sherman Avenue
Suite 1
Coeur d'Alene, ID 83814

Designated Representative (Paragraph 8.03.A):
[Holly Ellis
Title: [Construction Manager
Phone Number: 208-946-2087
E-Mail Address: Hellis@sandpointidaho.gov

Designated Representative (Paragraph 8.03.A):
Kyle Meschko
Title: Project Manager
Phone Number: 208-946-3312
E-Mail Address: kmeschko@kellerassociates.com

This is **EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 08, 2024

PROJECT DESCRIPTION

The City of Sandpoint ("Owner") has contracted with **Keller Associates, Inc.** ("Engineer") to provide Preliminary Engineering Services (PER) for the Wastewater Treatment Plant (WWTP) Improvements. The Engineer's scope of work is to develop a PER in accordance with IDAPA. The PER will be developed based on the previously developed 2019 WWTP Facility Plan by J-U-B Engineers Inc.

This phase of the project is funded through the Owner's wastewater fund. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work. The Engineer's services are limited to those services outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Engineer Responsibilities:

1.1. Project Management. Provide project administration services including contract administration, project accounting, monthly progress reports, scheduling, internal project administration, and development of a project management plan. Below are the anticipated project management plan items.

a. Schedule – Engineer to manage the project schedule and provide monthly updates to the Owner.

b. Task Log and Decision Matrix – Engineer to manage an action item task log that is shared with the Owner. This task log will include a decision matrix to document all decisions throughout the duration of the project.

c. Risk Plan – Engineer to develop a simple risk management plan that incorporates identified potential risk items, prevention measures, and status. This will be reviewed monthly and provided at each project meeting.

d. Quality Control Plan – Engineer to develop a simple quality control plan that identifies project-specific elements and responsible parties for review and associated schedule.

e. Communication Plan – Engineer to develop a simple communication plan on key communication elements throughout the project, list participants, frequency and type of meeting/communication.

f. Monthly Progress Reports – Provide a monthly progress report with each pay request in accordance with Owner standards.

g. Council Meeting – Engineer to attend three council meetings which are anticipated to include contract award, mid-project update, and final PER.

1.2 Project Team Coordination Meetings –

a. Project Management monthly coordination meeting to including discussing items 1.1.a, b, and c above with Owner's project manager.

b. Project Team Meetings - Bi-weekly coordination meetings between Engineer and Owner project manager and operations staff to discuss items 1.1.b and other coordination items.

1.2. Kickoff Meeting – Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the preliminary design, and review process for deliverables including process for Owner review and approval. This meeting is anticipated to be in person and last approximately 90 minutes and include a site visit.

1.3. Request for Information – Prepare initial request for information for data to be used in the pre-design process.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Owner responsible for involving Community Advisory Committee (CAG) as needed.

Assumptions:

- Project management budget assumes a preliminary engineering schedule of up to 9 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.
- Project Team Coordination Meetings are assumed to be less than 1 hour each and can be conducted via Microsoft teams and will involve up to two Engineer team members.
- Project is being funded by the *Owner*
- *Engineer to utilize Bluebeam Project as a shared file platform for the project.*

Deliverables:

- Monthly progress reports.
- Project management plan (draft and final) – including QC, communication, and risk elements.
- Monthly schedule, action decision log monthly and risk plans
- Action item list and historic register of resolved action items.
- Decision Log.
- Request for information.
- Project meeting agendas and notes.

TASK 2: PRELIMINARY ENGINEERING REPORT (PER)

Engineer Responsibilities:

2.1. Purpose and Scope. Document the need for the project based on compliance agreement, permit, hydraulic and treatment capacity, and maintenance deficiencies noted in the Facility Plan.

2.2. Compliance Agreement - *Engineer to facilitate a meeting with IDEQ and Owner to discuss compliance agreement, permitting, and overall improvement schedule. Engineer to assist Owner with coordination in developing a revised compliance schedule that is feasible based on funding, selected improvements, and market conditions.*

2.3. Estimated Project Cost. *Establish the project budget needed to complete the recommended improvements. This budget will be used to establish the need for additional funding. .*

2.4. Site Visits. *Engineer will conduct up to two site visits (up to four people for two days each). The site visits will be used to assess the condition of the facilities and better understand the treatment process as well as the Owner's goals of improving the treatment process, ensuring maintenance accessibility, and protecting the community's resources.*

2.5. Condition Assessment. *Engineer to build off the WWFP condition assessment and provide updates to facilities as observed from the site visit. Document anticipated feasibility of retaining and rehabilitating key existing facilities and denote if facilities need complete replacement in the preliminary engineering report. This will also include documentation of interviews/discussions with existing operations staff.*

2.6. Sample Collection and Analysis. Coordinate sampling and characterization of the wastewater stream and solids for use in defining the design criteria.

2.7. WWTP Improvements. Using the previously completed Facility Plan (JUB 2019) and the goals listed in the Request for Qualifications No. 24-3257-1 as a starting point, the Engineer will further evaluate options for meeting the project goals. Engineer will follow these steps to complete the PER:

a. Review of regulatory requirements, growth needs, and replacement needs.

b. Define the design criteria for the project. Establish the design criteria for the headworks, pumping, equalization, treatment expansion/improvements, UV disinfection, solids handling, aeration, and effluent piping improvements. This section will also discuss IDAPA 58.01.16 equipment requirements, including cold weather operation and odor control, and document the required redundancy in accordance with EPA reliability standards. Engineer to update design flows based on flow data from the last three years. It is anticipated that with Owner-completed I/I collection improvements, the peak flows may be lower than previously planned.

c. Alternatives Screening. Develop list of alternatives and criteria to discuss with Owner. Working with Owner, complete a comparison of alternatives and select the best apparent alternatives (up to three (3) unless noted below) to complete preliminary evaluations to select the recommended improvement. It is anticipated that decision criteria will be presented to the Owner in a Workshop Meeting for review and weighting input. Engineer to document and recommend preferred alternatives. It is anticipated that alternatives screening will be completed for the following items:

1) Odor control and/or treatment (UV, and up to two other alternatives)

2) Options for Peak Flow treatment and/or equalization.

3) Secondary Treatment Process Selection (Ballasted Sedimentation and up to two other alternatives).

4) Options for reducing Phosphorus in the plant effluent.

d. Selected Improvements. After selecting the recommended alternatives from the Alternatives Screening, refine Improvements that were identified in the Facility Plan to fit with the selected options. These options could include:

1) Headworks. Screening (fine), grit removal, screening washing, and grit washing.

2) Intermediate Pumping. New intermediate pump station to process all influent flows.

3) Secondary Treatment. Develop a concept design for that includes the selected option from the screening evaluation in 2.7c3.

4) Disinfection - UV improvements to replace existing chlorination disinfection facility.

5) Solids Thickening - Engineer to discuss potential solutions to address corrosion issues on electrical gear and provisions for appropriate ventilation/corrosion protection.

6) Anaerobic Digestion – Engineer to evaluate new mixing for the primary digesters, new boilers, replacement of gas piping, replacement of hot water piping and replacement of all sludge piping.

7) Dewatering – Replace feed pumps, polymer system, belt filter presses and solid conveyance. Engineer to evaluate two solid dewatering alternatives. Document current solids handling and permitting.

8) Chemical Feed System. Engineer to develop a pump skid and chemical storage in an outdoor rated enclosure to aid in phosphorus removal.

9) Administration/Lab Building –Develop a conceptual layout of a new administration and lab building that incorporates the Owner's current and future needs.

10) Odor Control. Engineer to identify through field visit, Owner staff consultation, and testing of odor sources at the treatment plant. Engineer to evaluate two odor control improvements alternatives to reduce odors from the headworks and primary clarification. If equalization is selected odor control provisions will be documented.

11) Electrical. Engineer to review existing and proposed future electrical loading and develop concept service expansion if necessary. The review will include the backup power plan to provide redundancy for the selected processes.

12) Phasing Plan. The project may be broken up into smaller projects and phased to fit within the Owner's budget and funding constraints. The projects might include some of the following as examples: 1) headworks improvements, 2) treatment improvements, 3) UV disinfection. A phasing plan that outlines an approach for breaking the project into smaller projects will be provided in the PER.

- Improvement Phasing Plan. Develop a concept site layout with proposed improvements for up to three phases for the concept layout.
- Demolition Plan. Develop concept site layout with proposed facility demolition.
- Buildout Layout. Develop a conceptual buildout condition of the WWTP. The layout will include locations for the future process basins as well as space and concept-level yard piping for treating future permit requirements.

e. Develop design and construction schedules (see section 2.14)

f. Prepare an Engineer's Opinion of Probable Construction Cost including inflationary adjustments

g. Public Involvement: Other than formal presentations to Owner Staff as outlined herein, no public involvement will be included in this project.

2.8. Ancillary Components. The proposed project improvements also have an impact on other items at the treatment plant. These include flow meters at flood stage pumps, potable and non-potable improvements and expansion, HVAC, SCADA, and site security. This section of the report will outline the ancillary improvements needed based on the selected alternatives.

2.9. Hydraulics and Treatment Capacity. Based on the selected alternatives, the hydraulic and treatment process models developed during the Facility Plan will be updated to match the proposed project. Both models will look at startup and 20-year flow/load conditions. Mass balance and hydraulic profile sheets will be provided for the PER.

Drawings. In addition to the hydraulic profile sheets, a process flow schematic, electrical one-line, and process and instrumentation diagrams will be provided. The drawings will include an overall site plan, yard piping plan, and conceptual schematic plan drawings for major unit processes. Conceptual site plan will depict estimated finished floor elevation for facilities. Below is a list of anticipated drawings that will be prepared for the project:

SHEET INDEX		
GENERAL		
	G-001	COVER SHEET
	G-002	SHEET INDEX
	G-003	PIPING SCHEDULE
	G-004	ABBREVIATIONS
	G-005	ABBREVIATIONS CONTINUED
	G-006	DESIGN CRITERIA
	G-007	DESIGN CRITERIA
	G-008	PROCESS SCHEMATIC
	G-009	HYDRAULIC PROFILE
	G-010	HYDRAULIC PROFILE
	G-011	MASS BALANCE
INSTRUMENTATION (EI)		
	EI-001	P&ID NOTES & SYMBOLS
	EI-002	P&ID SYMBOLS LEGEND
	EI-003	P&ID SYMBOLS LEGEND
	EI-004	HEADWORKS P&ID
	EI-005	PRIMARY TREATMENT P&ID
	EI-006	EQUALIZATION BASIN P&ID
	EI-007	ONSITE LIFT STATION P&ID
	EI-008	SECONDARY TREATMENT P&ID
	EI-009	SECONDARY CLARIFIERS P&ID
	EI-010	RAS/WAS PUMPING P&ID
	EI-011	BLOWERS P&ID
	EI-012	UV DISINFECTION P&ID
	EI-013	PRIMARY SLUDGE PUMPING P&ID
	EI-014	SLUDGE THICKENING P&ID
	EI-015	ANAEROBIC DIGESTION P&ID
	EI-012	DEWATERING P&ID
	EI-013	CHEMICAL PUMPING P&ID
	EI-014	ODOR CONTROL P&ID
CIVIL		
	C-110	OVERALL DEMOLITION SITE PLAN
	C-121	SITE PLAN
	C-150	PHASING PLAN
	C-300	OVERALL YARD PIPING PLAN
STRUCTURE A - HEADWORKS		
	M-101-A	HEADWORKS SYSTEM MECHANICAL PLAN
STRUCTURE B - PRIMARY TREATMENT		
	M-101-B	PRIMARY TREATMENT MECHANICAL PLAN
STRUCTURE C - EQUALIZATION BASIN		
	M-101-C	EQUALIZATION BASIN MECHANICAL PLAN
STRUCTURE D - ONSITE LIFT STATION		
	M-101-D	ONSITE LIFT STATION MECHANICAL PLAN
STRUCTURE E - SECONDARY TREATMENT		
	M-101-E	SECONDARY TREATMENT BASINS MECHANICAL PLAN
	M-102-E	SECONDARY TREATMENT BUILDING MECHANICAL PLAN
STRUCTURE F - SECONDARY CLARIFIERS		
	M-101-F	SECONDARY CLARIFIERS MECHANICAL PLAN
STRUCTURE G - RAS/WAS PUMPING		
	M-101-G	RAS/WAS PUMPING MECHANICAL PLAN
STRCTURE H - BLOWER BUILDING		
	M-101-H	BLOWER BUILDING MECHANICAL PLAN
STRUCTURE I - UV BUILDING		
	M-101-I	UV MECHANICAL PLAN
STRUCTURE J - PRIMARY SLUDGE PUMPING		
	M-101-J	PRIMARY SLUDGE PUMPING MECHANICAL PLAN
STRUCTURE K - SLUDGE THICKENING BUILDING		
	M-101-K	SOLIDS HANDLING BUILDING MECHANICAL PLAN
STRUCTURE L - ANAEROBIC DIGESTER		
	M-101-L	ANAEROBIC MECHANICAL PLAN
STRUCTURE M - DEWATERING BUILDING		
	M-101-M	DEWATERING BUILDING MECHANICAL PLAN
STRUCTURE N - ADMINISTRATION/LAB BUILDLING		
	M-101-N	ADMINISTRATION/LAB BUILDING FLOOR PLAN
STRUCTURE O - CHEMICAL STORAGE AND PUMPING		
	M-101-O	CHEMICAL SYSTEM MECHANICAL PLAN
STRUCTURE P - ODOR CONTROL SYSTEM		
	M-101-P	ODOR CONTROL MECHANICAL PLAN

2.10. Pathway – Engineer to evaluate the feasibility of a 12-foot pathway between the WWTP and the lake. Engineer to develop costs and anticipated improvements necessary to construct a future pathway.

2.11. Operation and Maintenance. The estimated impact of the proposed project improvements on the existing operation and maintenance requirements will be documented, including operator classification, sampling and monitoring requirements, and anticipated additional operational and maintenance costs and activities.

2.12. Code Provisions. A section of the PER will outline the applicable codes and standards that apply and will be utilized during the project design.

2.13. Implementation. The PER will include a section on the specific plan and actions to implement the project, phasing, design, delivery method, and procurement. It will also include a discussion of construction phasing for each smaller project to limit disruption to the WWTP operations.

a. Project Schedule. Develop a project implementation schedule that details the anticipated phasing and key milestones for development of the design, construction, and startup of facilities. The schedule should also include the revised compliance schedule information.

b. Delivery Method. Engineer to provide a summary of project delivery methods including phased (design-bid-build), design-build, design-build-operate, and CM/GC that incorporates the known phasing, funding, and overall anticipated schedule.

2.14. Environmental Review. An environmental review section will summarize and document the environmental impacts of the project. This document will build off the efforts in the WWFP. Outreach to agencies and solicitations is not included in this task.

2.15. Workshop Meetings. Meet with Owner up to three times to review concepts and alternatives and select preferred alternatives for preliminary design.

2.16. Quality Control Reviews. Engineer will provide internal quality assurance and quality control in accordance with the standard of care defined in this agreement.

2.17. Draft PER. Prepare draft PER following the Idaho DEQ guidelines. Submit to Owner for review.

2.18. Final PER. Incorporate Owner input and submit to IDEQ for review. Address agency comments into final PER.

Owner Responsibilities:

- Provide input on design criteria and preferred alternatives.
- Review the PER and provide comments within 10 working days.
- Provide most current topographic survey of facilities.
- Complete odor control testing as required.

Assumptions:

- Predesign services are limited to the WWTP facility and the above tasks.
- Facility will be designed for loadings and capacities of existing facilities documented in the Facility Plan.
- Engineer to update design flows and growth based on the recent collection study by Stantec.
- Surveying is anticipated to only provide spot checks of key elevations. Efforts beyond this may require additional services.
- A finding of no significant impact (FONSI) is the assumed outcome of the environmental review.
- Meetings may be a combination of in person and or remotely.
- Anaerobic digestion will still be maintained

- Site tour is limited to visual observations and is not intended to be a comprehensive inspection. Engineer will not enter confined spaces. Site tour includes process/mechanical, structural, and electrical engineers.
- Engineer shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's Engineers and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.
- Selection of alternatives and design criteria will not be changed once established. Changing alternatives or criteria may result in rework which can be completed as an additional service.
- Scope excludes environmental work. If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.
- Cost estimating will be AACE Class 4.
- Engineer's opinions of probable cost represent Engineer's judgment as an experienced and qualified design professional. Since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Engineer.
- Selected improvements not listed under alternative screening are based on recommendations in the 2019 Facility Planning Study by J-U-B Engineers, Inc.
- Workshop meetings include up to 2 attendees from Engineer in-person and up to 3 virtual attendees.

Deliverables:

- Agenda and minutes for Workshop Meeting.
- Environmental Review Document.
- Draft and Final PER.
- Quality control form.

TASK 3: FUNDING SUPPORT

Engineer Responsibilities:

3.1. IDEQ LOI

a. Engineer to lead the preparation of the IDEQ Letter of Interest for project funding.

3.2. Miscellaneous funding support.

a. Engineer to develop a one page funding plan to outline potential options and due dates.

b. Engineer to assist Owner and Owner's funding applying for up to three other funding sources which could include Community Development Block Grant, U.S. Army Corps of Engineers, and USDA-RD.

c. Attend two funding meetings and workshops with funding agencies.

d. Provide review and comment on funding applications prepared by the Owner. Provide technical information and graphics from design drawings for funding applications.

3.3. Bond/Judicial Confirmation support.

a. Engineer to facilitate a presentation educating key Owner staff on passing a municipal bond and judicial confirmation. It is anticipated this presentation will include a bond attorney as hired by the Owner.

Owner Responsibilities:

- Owner will assist in preparing funding applications, coordinating with funding agencies, and securing authority for the Owner to secure debt.
- Owner to review, sign, and submit IDEQ LOI and other funding applications.
- Provide wastewater rate structure to Engineer and anticipated rate increase schedule.

Assumptions:

- This scope assumes assisting the Owner to apply for funding.
- Services include participation in two funding meetings/workshops.
- Engineer cannot guarantee successful funding applications.

Deliverables:

- Draft Letter of Interest
- Final Letter of Interest

TASK 4: GEOTECHNICAL FEASIBILITY

Engineer Responsibilities:

4.1. Geotechnical Feasibility Investigation

a. Engineer to utilize the services of a sub-consultant to perform a geotechnical feasibility investigation. Perform geotechnical work and develop a high-level summary of geological conditions at the site documenting general review of onsite soils, groundwater level at time of drilling, and foundations/earthwork required for large concrete structures. It is assumed one to four bore holes will be completed.

Owner Responsibilities:

- Owner will assist with utility locates.

Assumptions:

- The geotechnical feasibility services are intended to provide a high-level summary of the existing soil conditions on the site. Further geotechnical investigations are required once a site is finalized.
- Conduct initial laboratory testing to give understanding of soil engineering parameters within the site.
- Provide a project feasibility deliverable outlining our findings and opinions on potential subgrade reactions and requirements for constructability.
- Buoyancy calculations to be provided at future design phase when sizing, elevations and locations of facilities are finalized.

Deliverables:

- Draft Geotechnical Feasibility Investigation
- Final Geotechnical Feasibility Investigation

TASK 5: TOPOGRAPHICAL SURVEY

Engineer Responsibilities:

5.1. Topographical Survey

a. Provide topographic survey for the Wastewater Treatment (WWTP) fenced site and approximately 50-feet outside the existing fencing. It is anticipated that the scope of this survey will be approximately 6 acres +/-. Topographic survey will include existing visible structures, marked utilities, and observed features, such as existing pavement, concrete structures, curbing, landscaping, and sidewalks. Engineer will use collected survey information to prepare a Base map for the site in AutoCAD. Survey will NAD83 (2011) Horizontal Datum and NAVD for Vertical Datum.

Owner Responsibilities:

- Owner will provide Engineer the existing drawings, and mark buried utilities as well as access to site.

Assumptions:

- Survey Control. The horizontal datum used for survey control will be a modified project specific datum based on the NAD83 coordinate system (or indicate if a state, county, or city specific system has been requested to be used). The vertical datum will be NAVD88 (or NGVD29 if project dictates [this is not common] or indicate if a state, county, or city specific system has been requested to be used).
- Includes travel to and from the project site.
- Interior building mapping will be completed at a later phase.
- Engineer is entitled to rely on the accuracy of the information provided by the Owner.

Deliverables:

- *None.*

SCHEDULE

Engineer anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

Task	Schedule	Comments
Task 2.6b and c – Design Criteria and Alternative Screening	75 days	Includes one week to complete First Workshop Meeting and receive comments from Owner.
Task 2.6d – Refine Selected Improvements	60 days	Period starts after receiving owner comments from first workshop meeting. Includes one week to complete Second Workshop Meeting and receive comments from Owner.
Task 2 – Draft Preliminary Engineering Report	75 days	Period starts after receiving comments from Owner on Second Workshop

		Meeting.
Task 2 – Final Preliminary Engineering Report	45 days	Period starts after receiving comments from Owner on Draft PER.
Task 3.1 – Letter of Interest to DEQ	January 5, 2025	Draft LOI will be provided to the City.

COMPENSATION

As compensation for services to be performed by Engineer, the Owner will pay Engineer as described in the following table. The total authorized budget amount will not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Engineer's standard billing rates updated biannually in January and July. Lump sum amounts include costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

Task	Type	Amount
Task 1 - Project Management	LS	$45,145
Task 2 – Preliminary Engineering Report	LS	$316,825
Task 3 – Funding Support	LS	$14,360
Task 4 – Geotechnical Feasibility	LS	$28,320
Task 5 – Topographical Survey	LS	$28,270
TOTAL COST		**$432,920**

LS = Lump Sum; T&M = Time and Materials

The below rates will require updating through an amendment to the Agreement if they change at any time during the term of this Agreement.

KELLER ASSOCIATES, Inc.
2024 TITLE CODE BILLING RATES
July 1, 2024

Project Engineer - I	$110	-	$135
Project Engineer - II	$135	-	$175
Project Engineer - III	$175	-	$240
Project Manager - I / II	$145	-	$180
Project Manager - III	$180	-	$250

Structural - I	$110	-	$135
Structural - II	$135	-	$175
Structural - III	$175	-	$240
Chief Engineer/Structural Engineer	$310		
CAD - I	$85	-	$110
CAD - II	$110	-	$130
CAD - III	$135	-	$165
CAD Manager	$195		
Electrical/Controls - I	$110	-	$135
Electrical/Controls - II	$135	-	$175
Electrical/Controls - III	$175	-	$240
Principal	$250	-	$320
Survey - I	$100	-	$125
Survey - II	$125	-	$150
Survey - III	$155	-	$185
Field Representative	$110	-	$150
Engineering Student	$80		
Administration - I	$80	-	$90
Administration - II	$90	-	$125

Other Billing Terms

- Mileage: Billed at Federal Rate (currently $0.67 per mile)
- Per Diem: $60.00 per day
- Reimbursable Expenses at Cost x 1.05
- Subconsultant Expenses at Cost x 1.10
- After Hrs. & Weekend Field Work at Cost x 1.25
- Seepage Testing Equipment: $800/month (1 month minimum charge)
- Flow Meter Equipment: $1,500/month/meter (1 month minimum charge)
- 3D Survey Scanner Equipment: $1,000/day
- Remote Bathymetric Survey Equipment: $750/day
- Phodar Drone $750/day
- UTV: $150/day
- Specialty Software - Project specific
- The Title Code Billing Rates are effective July 1, 2024 and will be adjusted semi-annually in January and July of subsequent years

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 08, 2024.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. Insurance Requirements. Engineer will maintain, at its own expense, insurance at all times during the performance of the Services with insurers. All policies will be maintained while Engineer is working on the Project. Engineer will maintain at its own expense, the following insurance:

i. Workers' Compensation Insurance (to the extent required by applicable state law) in the statutory amount, including all states coverage, voluntary compensation endorsement and USL&H and Employer's Liability Insurance (collectively, Workers' Compensation Related Policies) with a minimum limit of $500,000 per accident, $500,000 for each employee for bodily injury by disease. Except when not available by state law, Engineer's Workers' Compensation Related Policies will waive subrogation against Owner.

ii. Commercial Automobile Liability Insurance ("Auto") including coverage for on-site and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than $1,000,000 combined single limits per accident. This policy will include Owner as additional insured on a primary basis. This policy will waive Engineer's rights of subrogation against Owner. The policy will contain a Severability of Interest clause.

iii. Commercial General Liability Insurance ("CGL") on an occurrence basis with limits of not less than $1,000,000 per occurrence, $2,000,000 General Aggregate and $2,000,000 Products/Completed Operations Aggregate. The General Aggregate will apply on a "per project" basis. The policy will be applicable to all premises and operations and will include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), XCU, independent contractors, blanket contractual liability, products and completed operations by Engineer or any of its employees, agents or sub- consultant. This policy will include Owner as additional insured on a primary and non-contributory basis. The policy will contain a Severability of Interest clause. This policy will waive Engineer's rights of subrogation against Owner.

iv. Umbrella/Excess Liability Insurance ("Excess") – In the event Engineer performs any field or site work, an umbrella/excess liability policy with limits of not less than $1,000,000 per occurrence, $1,000,000 General Aggregate and $1,000,000 Products/Completed Operations Aggregate will apply. The General Aggregate will apply on a "per project" basis. This policy will be in excess of and follow the form of the CGL, Auto and Workers' Compensation Related Policies. This policy will include Owner as additional insured, and this coverage will apply on a primary and non-contributory basis and include a Severability of Interest clause. This policy will waive Engineer's rights of subrogation against Owner.

v. Professional Liability Insurance ("PLI") covering professional negligence in the performance of its Services, with the PLI policy providing limits of not less than $1,000,000 per claim and in the aggregate. The PLI policy will be on a claims-made basis and continuously maintained in full force and effect for the term of this Agreement (or an Extended Reporting Period purchased). The retroactive date of the policy will be prior to the date the Services commence.

vi. Property Insurance covering loss or damage to all tools and equipment owned, leased or used by Engineer in the performance of its Services.

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [August 08, 2024].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____