

## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

THIS AGREEMENT effective as of April 6, 2026 (“Effective Date”) between City of Sandpoint (“Owner”) and J-U-B Engineers, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Engineering services in performing a Stormwater Management Study.

Engineer’s services under this Agreement are generally identified as follows: Engineering services to cover professional services to develop a set of plans, special provisions, and cost estimates for the project. (“Services”)

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

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 pay Engineer as set forth in Article 4 and Exhibit B.
- B. Owner shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer’s performance of the Services, including reports and data relative to previous transportation planning efforts.
- C. Owner shall advise Engineer of the identity and scope of services of any independent Engineers retained by Owner to perform or furnish services pertinent to the Services.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- E. Owner shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
- F. Owner shall examine all alternative solutions, studies, reports, sketches, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or Engineers as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- G. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall provide, as required for Engineer performance of its Services:
  - 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, or Engineer reasonably requests.
- H. 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 of any Constituent of Concern at any Site; or
  - 3. any relevant, material defect or nonconformance in Engineer's services or 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 no later than April 30, 2027. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A.
- 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.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### *4.01 Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare detailed invoices of the work performed under the Scope of Services, Exhibit A, and in accordance with the terms of this Article and Exhibit B. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### *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 payments due Engineer for services and expenses within 30 days after receipt of Engineer's 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 fourteen 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.
- C. *Disputed Invoices*: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall advise Engineer in writing of the specific basis for doing so, may withhold the portion so disputed, and pay the undisputed portion subject to the terms of Paragraph 4.01.

4.03 *Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services*

- A. Using the procedures set forth in this Article, Owner shall pay Engineer for Basic Services as follows:
  - 1. An amount equal to the cumulative hours charged to the Basic Services by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Exhibit B) and Engineer's subconsultants charges, if any.
  - 2. The total compensation for Basic Services and reimbursable expenses shall not exceed \$80,100.00 (Eighty Thousand One Hundred Dollars) for this Project.
- B. For Additional Services, if requested by the Owner, in writing, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's subconsultants charges, if any.

**ARTICLE 5 – GENERAL CONSIDERATIONS**

*5.01 Standards of Performance*

- A. *Standard of Care*: The standard of care for all professional Consulting 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 consultants 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 5.01.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. 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.
- F. Engineer services exclude professional Engineering, architectural, landscape architecture, construction management, professional land surveying, or public works construction duties.
- G. Engineer's services do not include providing legal advice or representation.
- H. 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.
- I. Engineer shall obtain a City of Sandpoint business license prior to executing this Agreement.

#### 5.02 *Use of Documents*

- A. Owner shall retain an Ownership and property interest in all Documents (including the copyright and the right of reuse at the discretion of the Owner) whether or not the Services or the Project is completed.

#### 5.03 *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.

5.04 *Insurance*

- A. Engineer, and any other consultant retained to perform services under this Agreement, will maintain insurance coverage for General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request with City of Sandpoint named as Additional insured.
  - 1. Worker's Compensation: State of Idaho Statutory Limits
  - 2. Automobile Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence
  - 3. Professional Liability: Errors and Omissions: \$1,000,000
  - 4. Comprehensive Commercial General Liability: \$1,000,000 per occurrence/  
\$2,000,000 aggregate

5.05 *Termination*

- A. *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 Agreement's terms through no fault of the terminating party.
    - b. By Engineer:
      - i. upon fourteen days' written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - ii. upon fourteen days' written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- B. *Termination for Convenience/Non-Appropriation*: Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner. Owner may terminate the Agreement in the event of loss of program funding.
- C. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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. In the event of any termination, 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.

5.06 *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.

5.07 *Successors, Assigns, and Beneficiaries*

- A. Engineer and its successors, executors, administrators, and legal representatives, are hereby bound to the Owner to this Agreement, and to its successors and 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, moneys that are 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 or 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, or 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. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

5.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

5.09 *Indemnification*

- A. *Indemnification by Engineer:* To the extent allowed by law, 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 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.

5.10 *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.

5.11 *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.

**ARTICLE 6 – DEFINITIONS**

6.02 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) 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 provisions:
  - 1. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in as may be agreed upon, in writing, throughout the Project.
  - 2. *Agreement*—This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 7.01 and any duly executed amendments.
  - 3. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

4. *Engineers*—Individuals or entities having a contract with Engineer to furnish services with respect to this Agreement as Engineer's independent professional associates and Engineers; subcontractors; or vendors.
5. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Engineer to Owner pursuant to this Agreement.
6. *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.
7. *Engineer*—The individual or entity named as such in this Agreement.
8. *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.
9. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
10. *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.

#### **ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS**

##### *7.01 Exhibits Included*

- A. Exhibit A, Scope of Services.
- B. Exhibit B, Fee Schedule

##### *7.02 Entire Agreement*

- A. This Agreement, (together with the exhibits included above) 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.

##### *7.03 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 Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

##### *7.04 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 7.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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

Engineer: J-U-B Engineers, Inc.

By: \_\_\_\_\_  
 Print name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_

By: Angela Comstock  
Angela Comstock (Apr 7, 2026 05:51:33 PDT)  
 Print name: Angela Comstock  
 Title: Program Manager  
 Date Signed: 04/07/2026

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

Address for Engineer's receipt of notices:  
J-U-B Engineers, Inc.  
745 W Hanley Ave  
Coeur d'Alene, Idaho 83815

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

Title: Karie Gullickson  
 Phone Number: 208-762-8787  
 E-Mail Address: kgullickson@jub.com

**EXHIBIT A  
SCOPE OF SERVICES**

**PART 1 – PROJECT UNDERSTANDING**

ENGINEER's understanding of this project's history and OWNER's general intent and scope of the project are described as follows:

The tasks outlined in this Scope of Services shall be complete within one year from NTP. The Owner is preparing to meet EPA Phase II Stormwater requirements for MS4 by 2030. ENGINEER will assist the Owner by performing a Stormwater Management Study. This study will build on the findings and recommendations from the previously developed Stormwater Facilities Plan Report drafted in February of 2016. The goals of the study, as understood by ENGINEER, include the following:

1. Updating the current Stormwater Collection System Model
  - a. Working with Owner staff to identify any gaps in the system
2. Reviewing and updating the Owner's Stormwater Management Ordinance
3. Developing an implementation plan to meet EPA Phase II Stormwater Requirements by 2030
4. Helping the Owner to estimate a Stormwater planning budget for FY27

This study is the first phase of the Owner's stormwater needs. It is understood that additional phases may include the following:

- Assisting the Owner with a plan for implementing a Stormwater Utility
- Development of a Owner Stormwater Management Plan
- Implementation of the Stormwater Utility
- Generating a 5-year Stormwater Capital Improvement Plan
- Help the Owner understand funding gaps and identify additional funding sources

**PART 2 – SCOPE OF SERVICES BY ENGINEER**

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

**A. TASK 001: PROJECT MANAGEMENT**

Engineer will provide comprehensive project management services to ensure coordinated execution, effective communication, and timely delivery of the Stormwater Management Study. Activities will include the following:

1. Set up project into ENGINEER's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate ENGINEER team activities.
5. Communicate and coordinate subconsultant activities under ENGINEER.
6. Regularly monitor project status, budget and schedule.
7. Regular communication and coordination with Owner to keep project progressing in a timely manner.
8. During periods of project activity, provide a regular report to OWNER on project status, budget and schedule.

9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

**B. TASK 002: UPDATE STORMWATER COLLECTION SYSTEM MODEL**

1. For this task, Engineer will update the Owner's stormwater collection system model to reflect current system conditions, growth considerations, and updated hydrologic assumptions. Activities will include the following:
  - a. Analyze the existing stormwater collection system using available GIS data, as-built drawings, and field information.
  - b. Evaluate the general capacity of the collection system under baseline and selected design storm events consistent with Owner standards and EPA MS4 guidance.
  - c. Work with Owner staff to identify gaps or areas of known concern in the existing system, including choke points, undersized conveyance, or areas with reported flooding or standing water.
  - d. Field Exploration to supplement survey and GIS data of pipes, manholes, inlets, flowlines, and other structures where needed to improve model accuracy.
  - e. Update hydrologic parameters (curve numbers, drainage basin delineations, impervious surfaces, etc.) based on the latest available information.
  - f. Re-run and update the model using the latest version of the modeling software agreed upon with the Owner.
  - g. Prepare a summary of findings that identifies system deficiencies for current and future build out per Owner Zoning and 2024 Comp Plan, areas of limited capacity, potential improvements, and recommendations for future capital planning.
  - h. Assumptions:
    - i. OWNER will provide available GIS databases, as-built plans, and any known field observations.
    - ii. No new topographic survey beyond spot confirmation will be required. If significant survey efforts are needed, this will be completed under a supplemental agreement.
    - iii. The modeling effort will build on, not fully replace, the existing Owner model.
    - iv. Design storms will be consistent with current Owner standards unless otherwise directed.
  - i. Deliverables:
    - i. Updated stormwater model files
    - ii. Basin and system capacity summary
    - iii. Technical memorandum outlining methods, assumptions, findings, and recommended next steps
    - iv. GIS layers updated or added as part of the modeling effort

**C. TASK 003: REVIEW AND UPDATE THE OWNER'S STORMWATER MANAGEMENT ORDINANCE**

1. For this task, Engineer will assist the Owner in modernizing its Stormwater Management Ordinance to reflect current best practices, EPA Phase II requirements, and the Owner's growth expectations. Activities will include the following:
  - a. Review the existing Stormwater Management Ordinance in detail.
  - b. Compare ordinance content to current EPA Phase II MS4 requirements, Idaho regulatory expectations, and general best practices for Western U.S. municipal stormwater programs.
  - c. Work with Owner staff to identify goals of the ordinance update, including alignment with long-term planning, development review processes, and maintenance responsibilities.
  - d. Update language to support Owner goals, provide clarity to developers, and align with forthcoming implementation planning for MS4 compliance.
  - e. Provide draft revisions to the ordinance in redline and clean formats.
  - f. Facilitate two review meetings with Owner staff to discuss revisions and incorporate feedback. One meeting will occur prior to the Owner presenting the draft at a Owner Council meeting and one will occur following said Owner Council meeting.
  - g. Prepare a final updated ordinance ready for consideration by Owner leadership.
  - h. Assumptions:
    - i. Ordinance update includes general policy and regulatory content, not a full rewrite of associated technical standards unless requested separately.
    - ii. Two consolidated review cycles are included.
  - i. Deliverables:
    - i. Redline versions of the ordinance
    - ii. Clean revised ordinance

**D. TASK 004: DELVEOP AND IMPLEMENTATION PLAN TO MEET EPA PHASE II STROMEWATER REQUIREMENTS BY 2030**

1. For this task, Engineer will develop a practical and achievable plan for the Owner to meet EPA Phase II MS4 requirements by 2030. Activities will include the following:
  - a. Develop a plan with programmatic actions for the six (6) Minimum Control Measures (MCMs) defined by the EPA Phase II Stormwater rules.
  - b. Define measurable goals that align with MS4 permit expectations.
  - c. Identify budget needs necessary to support implementation.
  - d. Establish a timeline for meeting NPDES permit application requirements, including internal milestones and external submittal deadlines.
  - e. Prepare a structured plan that will serve as a roadmap through 2030 and support the Owner's upcoming stormwater utility and capital planning efforts.
  - f. Assumptions:
    - i. Implementation plan will be based on current EPA guidance and anticipated state oversight requirements.
    - ii. OWNER will identify internal staff roles for future program components.
  - g. Deliverables:
    - i. Implementation Plan document

- ii. MS4 Minimum Control Measure matrix with measurable goals
- iii. Implementation schedule with milestone tracking

**E. TASK 005: ESTIMATE A STORMWATER PLANNING BUDGET FOR FY27**

1. For this task, Engineer will help the Owner estimate needs for FY2027 stormwater-related planning and program development. Activities will include the following:
  - a. Help the Owner establish priorities for FY2027, considering short-term needs, compliance requirements, and identified system gaps.
  - b. Assist with defining anticipated costs for planning and initial implementation of MS4 programming.
  - c. Provide order-of-magnitude estimates for improvements identified in the collection system model as applicable.
  - d. Develop a budget summary that aligns with the Owner's fiscal processes and capital improvement planning practices.
  - e. Assumptions:
    - i. Budget categories will be limited to planning, program development, and early-stage implementation efforts.
    - ii. No detailed Engineering cost opinions will be developed unless requested separately. If requested, these will be developed under a supplemental agreement.
  - f. Deliverables:
    - i. FY27 Planning Budget Summary

**PART 3 – OWNER PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **OWNER-Provided Work** - Owner is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  1. Provide available record drawings, GIS data, or design information for the existing stormwater collection system.
  2. Provide historical knowledge on issue areas or gaps withing the existing system.
  3. Provide available hydraulic analysis or flow information.
  4. Review draft and final deliverables and provide review comments.
  5. Present findings to the Owner Council and Public.
- B. **Additional Services** - Owner reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  1. Supplemental topographic survey of stormwater facilities
  2. Assisting the Owner with a plan for implementing a Stormwater Utility
  3. Development of a Owner Stormwater Management Plan
  4. Implementation of the Stormwater Utility
  5. Generating a 5-year Stormwater Capital Improvement Plan with Engineering cost opinions
  6. Help the Owner understand funding gaps and identify additional funding sources

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

- A. OWNER shall pay ENGINEER for the identified Services in PART 2 as follows:
  - 1. For Time and Materials fees:
    - a. For all services performed on the project, Owner shall pay ENGINEER an amount equal to the cumulative hours charged to the Project by each class of ENGINEER’s personnel times ENGINEER’s standard billing rates.
    - b. Owner shall pay ENGINEER for ENGINEER’s Consultants’ charges times a multiplier of 1.1.
  - 2. ENGINEER may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Services
  - 1. If the planned period of service for the Tasks identified above extend more than one year, ENGINEER’s billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
  - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for ENGINEER’s services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. OWNER acknowledges that ENGINEER’s schedule commitments outlined in Part 4 are subject to the standard of care and ENGINEER will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.
- E. All tasks outlined in this Scope of Services shall be complete by April 30, 2027
- F. The above fees were developed from the Work Breakdown Structure (WBS) and are attached as Exhibit B – Fee Schedule

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Management	Time and Materials (Estimated Amount Shown)	\$16,200	Concurrent with Work Progress
002	Update Stormwater Collection System Model	Time and Materials (Estimated Amount Shown)	\$38,900	To begin within 3 weeks after contract is executed, and notice to proceed and all required data is received
003	Review and Update the Owner’s Stormwater Management Ordinance	Time and Materials (Estimated Amount Shown)	\$9,900	Concurrent with Work Progress
004	Develop an implementation plan to meet EPA Phase II	Time and Materials (Estimated Amount Shown)	\$10,100	To begin after pertinent info from Task 002 is developed

	Stormwater Requirements by 2030			
005	Estimate a Stormwater planning budget for FY27	Time and Materials (Estimated Amount Shown)	5,000	Draft for OWNER review 6 months after executed contract, notice to proceed, and receipt of all required data. This task shall be complete by February, 2027.
<b>Total:</b>			<b>\$80,100</b>	

F. The above fees were developed from the Work Breakdown Structure (WBS) and are attached as Exhibit B – Fee Schedule

**PART 5 – CERTIFICATIONS AND DELIVERABLES**

- A. Certification Concerning Boycott’s: Pursuant to Idaho Code section 67-2346, ENGINEER certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, ENGINEER certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.
- B. Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, ENGINEER certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.
- C. Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, ENGINEER certifies that is not owned or operated by the government of China and will not for the duration of this contract.
- D. Electronic deliverables provided to the OWNER as part of the work described within this Attachment are subject to the provisions of ENGINEER's “electronic document/data limited license” found at edocs.jub.com.
- E. The Owner understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, document editing, etc. (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by ENGINEER prior to submittal as a Deliverable.

**EXHIBIT B  
FEE SCHEDULE**

<b>Task Number</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Amount</b>	<b>Anticipated Schedule</b>
001	Project Management	Time and Materials (Estimated Amount Shown)	\$16,200	Concurrent with Work Progress
002	Update Stormwater Collection System Model	Time and Materials (Estimated Amount Shown)	\$38,900	To begin within 3 weeks after contract is executed, and notice to proceed and all required data is received
003	Review and Update the Owner's Stormwater Management Ordinance	Time and Materials (Estimated Amount Shown)	\$9,900	Concurrent with Work Progress
004	Develop an implementation plan to meet EPA Phase II Stormwater Requirements by 2030	Time and Materials (Estimated Amount Shown)	\$10,100	To begin after pertinent info from Task 002 is developed
005	Estimate a Stormwater planning budget for FY27	Time and Materials (Estimated Amount Shown)	5,000	Draft for OWNER review 6 months after executed contract, notice to proceed, and receipt of all required data. This task shall be complete by February, 2027.
<b>Total:</b>			<b>\$80,100</b>	

Agreement price not to exceed \$80,100.00 (Eighty Thousand One Hundred Dollars). Owner makes no guarantee entire contract amount will be expended during the term of this agreement.