



**GENERAL SERVICES COMMITTEE**  
with  
**Council Members Edinger, Evans & Gookin**  
**November 26, 2018, 12:00 p.m.**  
**AGENDA**

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VISION STATEMENT

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

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

1. Approval of Agreement with American Legion Baseball for Use of Thorco Field at Ramsey Park – Bill Greenwood, Parks & Recreation Director
2. Approval of 3-Year Agreement with ROW Adventures for Access to Independence Point Beach for Kayak Guided Tours – Bill Greenwood, Parks & Recreation Director
3. Approval of Amendment No. 1 to the Agreement for Professional Services with J-U-B Engineers for Design of Compost Facility Improvements, 2018 – Jim Remitz, WW Capital Program Manager

Library Community Room  
702 Front Street

*The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact Juanita Knight, the committee liaison at (208) 769-2348 at least three days in advance of the meeting date and time.*

**GENERAL SERVICES  
STAFF REPORT**

**Date:** November 26, 2018  
**From:** Bill Greenwood, Park & Recreation Director  
**SUBJECT:** American Legion Baseball Agreement

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**DECISION POINT:** Should General Services recommend approval of the agreement between the City of Coeur d Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park?

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

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

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

**DECISION POINT/ RECOMMENDATION:** General Services should recommend that the City Council approve the agreement between the City of Coeur d'Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park.

## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between the **City of Coeur d' Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "**City**," and the **Coeur d'Alene American Legion Baseball Inc.**, a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as the "**Association**."

### W I T N E S S E T H:

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

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

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

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

NOW, THEREFORE,

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

1. Term: The term of this agreement shall run from May 1<sup>st</sup>, 2019, to August 31<sup>st</sup>, 2022. After August 31<sup>st</sup>, 2021, upon the request of the Association, the Parks and Recreation Commission may recommend to the City Council that this Agreement be renewed for an additional three-year term.
2. Admission Costs and Fees: Except for tournaments as provided in Section 4 below, all events at Thorco Field will be open to the general public and no admission fee will be charged by the Association for admission to events held at Thorco Field without permission from the Parks & Recreation Director.
3. Field Scheduling: During the term of this Agreement, the City will have priority in the use of Thorco Field, but agrees to allow the Association first priority over other users during the Association's baseball season, which runs from approximately May 1<sup>st</sup> until August 15<sup>th</sup> annually. The City retains the right to schedule additional uses, including non-baseball uses, for Thorco Field at times that do not conflict with the Association's scheduled use of Thorco Field. The Association agrees to provide the City with a schedule of games, tournaments, and practice times no later than May 1<sup>st</sup> of each year to allow the City to prepare a schedule of use for Thorco Field. The Association agrees that it will not assign its designated use times to other groups and/or clubs. The Association

agrees to pay the City for use of the baseball field and lights. Fees due will be: \$1944.81 for use in 2019; \$2042.05 for use in 2020 and \$ 2144.15 for use in 2021; and \$2144.15 for use in 2022. The annual fee will increase 5% in each year of any extension of this Agreement. Payment of the annual fee shall be submitted to the City no later than June 1<sup>st</sup> of each year.

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

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

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

cannot be installed more than twenty-four (24) hours before a tournament and must be removed no later than twenty-four (24) hours after conclusion of a tournament.

14. Loudspeakers: Any use of loudspeakers must conform to Municipal Code Chapter 5.24.
15. Hold Harmless: The Association shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of the Association's use and/or maintenance of Thorco Field. To this end, the Association shall provide liability insurance naming the City as an additional insured in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk on or before execution of this Agreement which certificate must be approved by the City Attorney.
16. Compliance with Law: The parties will abide by all the laws, ordinances, regulations, and policies of the City, the State of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including but not limited to bidding and public works contracting laws.
17. Termination/Default: In the event the Association fails, neglects, or refuses to perform any covenant or condition required of the Association herein, the City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, require specific performance of the terms hereof, or may seek any remedy that is available in law or in equity.
18. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
19. Attorney's fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
20. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accordance with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.
21. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Mayor and the City Clerk of the City of Coeur d' Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of the said City hereto, and the Association has caused the same to be signed by its President, attested by its Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D' ALENE  
KOOTENAI COUNTY, IDAHO

COEUR D' ALENE AMERICAN  
LEGION BASEBALL INC.

\_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Secretary

**GENERAL SERVICES  
STAFF REPORT**

**Date:** November 26, 2018  
**From:** Bill Greenwood Parks & Recreation Director  
**SUBJECT:** Row Renewal Agreement (*Council Action Required*)

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**DECISION POINT:**

Should the City renew the 3-year agreement with ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours?

**HISTORY:**

This would be the 7<sup>th</sup> season that we have allowed ROW to conduct these tours from Independence Point Beach and the response indicates that it is successful and well received by the public.

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**FINANCIAL ANALYSIS:**

There is no cost to the City to allow the use; however, since it is a commercial venture, we are recommending that 5% of the gross tour income be paid to the Parks Department Capital Improvement Fund.

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**PERFORMANCE ANALYSIS:**

ROW provides another water sport activity for residents and tourists. Kayaking and paddle boarding are growing in popularity and these tours help to fill that need. This is not a venture which competes with other vendors as there will not be any kayak or paddle board rentals or rentals of any kind. ROW provides only guided tours and the tours are complete with all necessary safety equipment and instructions. This agreement can be terminated without cause by the City if it proves to be a problem for the beach users or the boating traffic.

**DECISION POINT / RECOMMENDATION:**

General Services recommends that the City Council renew the 3-year agreement with ROW Adventures for this activity.



## PERMIT AGREEMENT

THIS PERMIT AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho ("City"), and ROW, Inc., dba ROW Adventures ("ROW"), with its principal place of business at 202 E Sherman Ave , P.O. Box 579, Coeur d'Alene, Idaho 83814.

### WITNESSETH:

WHEREAS, ROW has been permitted to access Lake CDA from the east end of the Independence Point Beach for the purpose of providing guided kayak and paddle board tours from the location identified on Exhibit A attached; and

WHEREAS, ROW has requested an extension of that permit for an additional three (3) years; and

WHEREAS, the Parks and Recreation Commission, and the Parks and Recreation Director, have determined that such extension is in the best interests of the citizens of and visitors to the City.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, ROW shall be allowed to provide kayak and paddle board tours according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term "employees" shall include guides and support staff hired by ROW for the tours.

Section 2. Community Relations: ROW agrees that its employees will be courteous and informed about the community, and will assist with questions from participants.

Section 3. Equipment: ROW will provide appropriate equipment and gear to each participant as safety and industry standards dictate.

Section 4. Staffing: ROW agrees that their employees must be appropriately dressed with identifying logo, and approved shorts, trunks or swim wear. Employees shall not wear any logo or identifying mark which might convey to the public an official position with the City. Approval of dress must be received from the Parks Director.

Section 5. Access Times: ROW shall be allowed to access the Independence Point Beach area between the hours of 8:00 a.m. and 10:00 p.m., except on weekends between June 15 and August 31 when ROW may not access the beach between the hours of noon and 4:00 p.m. ROW also understands that it cannot interfere with the public use of the any part of the Independence

Point Beach. ROW will not be allowed to leave a vehicle at the designated loading/unloading site for a period longer than 30 minutes.

Section 6. Tour Limitations: ROW cannot provide more than two (2) kayak or paddle board tours a day without prior written approval from the Parks Director. ROW will not schedule tours that exceeds 21 people or 14 kayaks or paddle boards at any one time unless they have prior written approval from the Parks Director for a specific date and time.

Section 7. Food: ROW may not serve food on the beach or other CDA park areas without prior written permission from the Parks Director, and then only in compliance with a current health permit.

Section 8. Non-food Items: Sunscreen will be the only non-food item allowed for sale on City property. Sale of any other items must have written approval from the Parks Director.

Section 9. Trash: ROW agrees not to dispose of its trash at a City maintained trash receptacle. Trash must be removed from site and disposed of at ROW's expense.

Section 10. Waiver: ROW understands that during the term of this agreement, the City may undertake repairs and or construction projects to the City's parks, beach and/or waterfront, which may interfere with ROW's operation. Furthermore, ROW understands that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. ROW specifically waives any claims for lost profit, and incidental or consequential damages against the City resulting from any repairs, plans, or construction projects. ROW further acknowledges that the commencement of repairs, plans, or construction projects may result in the City revoking this permit as provided in Section 23, and ROW agrees that it will have no cause of action for damages, specific performance, or equitable remedies as the result of such cancellation.

Section 11. Not Exclusive: ROW understands and agrees that the City from time to time during the term of this permit may allow other activities on the beach area.

Section 12. Hold Harmless: ROW agrees to indemnify, defend and hold the City and its agents, officers and employees harmless from any and all claims of liability, loss or damage arising out of, or in connection with, ROW's performance under the terms of this Agreement or the negligent or wrongful acts, errors and omissions of ROW, their agents, or employees.

Section 13. Access Location: ROW agrees to the following specifications, which will be adhered to by ROW for lake access:

ROW can enter that area of Independence Point Beach located on the East side of the beach within 40 feet of the rip-rap area and/or turf and landscape area where the beach ends. ROW cannot interfere with other beach users or swimmers within said area. ROW must keep that portion of beach clean and free of any litter, trash, clothing, gear or anything else directly related to the kayak or paddle board tours.

Section 14. Term: The City shall permit kayak tours from Independence Point Beach to ROW for three (3) seasons. Those seasons are: April 1, 2019 to October 31, 2019; April 1, 2020 to October 31, 2020; and April 1, 2021 to October 31, 2021.

Section 15. Consideration: ROW shall, in consideration for the Agreement, pay the sum of 5% of gross income from kayak and paddle board tours to the CDA Parks Department within 30 days after the end of the season.

Section 16. No Alcohol: ROW agrees it will not allow its employees or customers to consume any alcohol or alcoholic beverages on the Independence Point beach or other CDA park properties.

Section 17. Compliance with the Law: ROW shall abide by all applicable City ordinances and resolutions, and all applicable State and Federal statutes and regulations.

Section 18. Glass Containers: ROW agrees not to use, or allow their customers to use, glass containers on public property during tours.

Section 19. Violation of Regulations: ROW agrees any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution, civil citation, and/or the revocation of the permit, forfeiture of the full consideration, and prohibition from submitting a proposal to renew this Agreement or entering into a new Agreement for a period of three (3) years from the date of violation.

Section 20. Non-transferable: ROW also agrees and understands this Agreement cannot be transferred or assigned to another vendor without the written permission of the City.

Section 21. No Truck Parking: Except for parking in lawfully designated parking spaces, neither ROW nor their agent(s) or employees shall park trucks or other vehicles adjacent to the curb for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this Agreement.

Section 22. City's Option to Terminate Permit: The City may at any time, after ten (10) day's written notice, terminate this Agreement and exclude ROW from the space. Fees owed to date will be paid by ROW on a prorated basis covering the 5% of gross income from tours to the date of termination. The notice of the exercise by the City of its option to terminate the Agreement for no cause shall be given in the same manner as notice of termination in case of default.

Section 23. Forfeiture of Permit: It is understood that time is of the essence and, should ROW fail to perform any of the covenants herein required of them, the City may declare the permit forfeited and this Agreement terminated. In such case, ROW shall cease operation from the location and all other City property. However, before declaring such forfeiture, the City shall notify ROW in writing of the particulars in which the City deems ROW to be in default and ROW will have three (3) days to remedy the default.

Section 24. Notice: Any notice, including notice of default, resulting from ROW's failure to perform its duties under this Agreement or any breach of the terms of this Agreement shall be made by placing the written particulars in the United States Mail addressed to ROW at the address provided above, with proper postage affixed. Any notice required herein to be given to City shall be in writing and deemed received by City when received at the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, any notice may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 25. Status of ROW: Nothing herein shall be construed to render ROW, or its employees, employees, agents, a department, subsidiary, or alter ego of the City. The relationship between ROW and the City is solely a contractual relationship between independent parties. Nothing herein shall constitute consent by the City for, or direction by the City of, any negligent act or failure to act on the part of ROW in a manner contrary to industry standards. The City explicitly denies any supervision or authority over the manner in which ROW conducts its business, except as stated herein, and the City explicitly denies any knowledge or expertise of the standards applicable to the business of ROW.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and ROW have caused the same to be signed, the day and year first above written.

CITY:  
**CITY OF COEUR D'ALENE**  
**KOOTENAI COUNTY, IDAHO**

LESSEE:  
**PETER GRUBB**  
**dba ROW Adventures (ROW)**

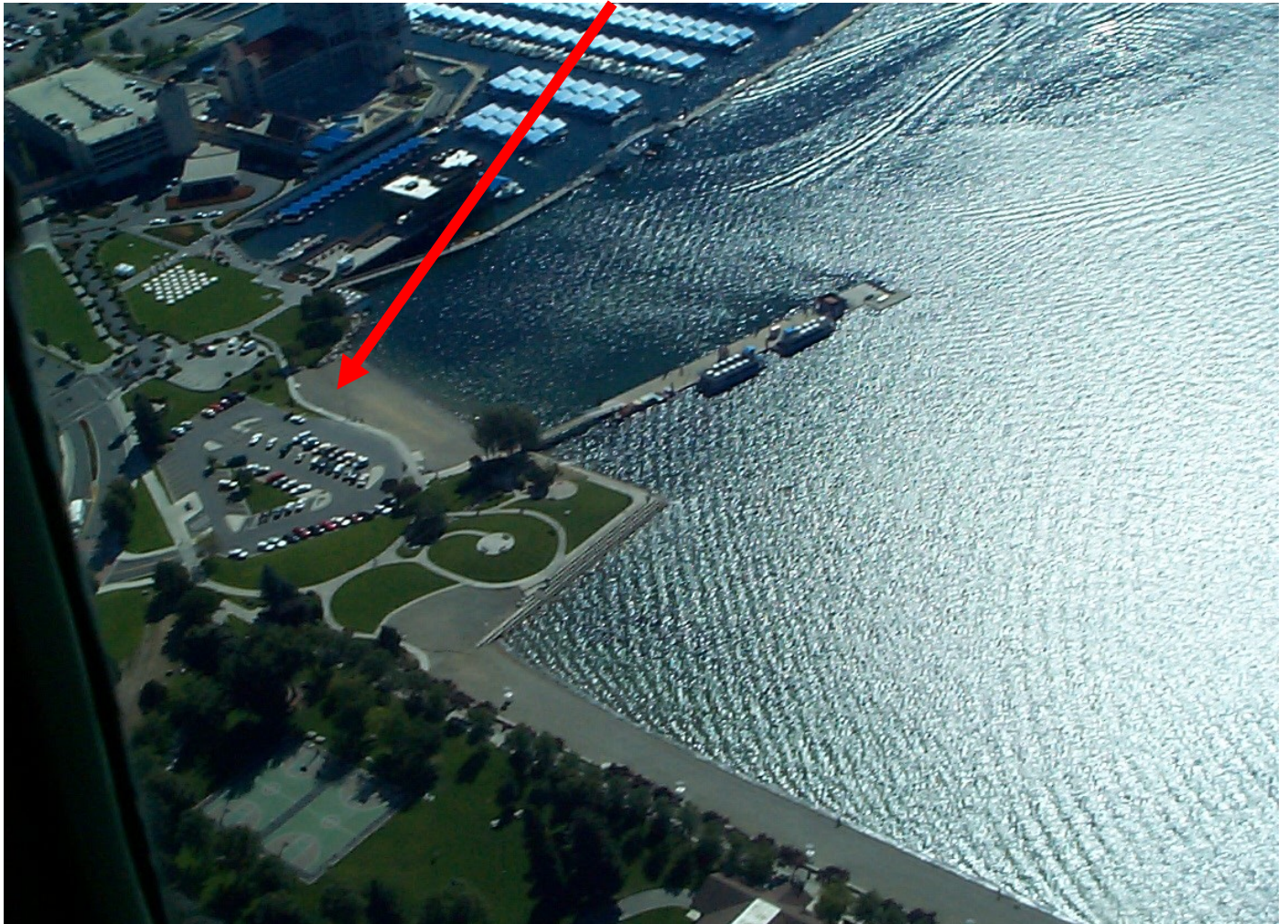
By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Peter Grubb

By: \_\_\_\_\_  
Renata McLeod, City Clerk

**EXHIBIT "A"**

**Access Point**



# COEUR D'ALENE CITY COUNCIL

## STAFF REPORT

**DATE:** November 26, 2018

**FROM:** James Remitz, Wastewater Department Capital Program Manager

**SUBJECT:** **Coeur d'Alene Compost Facility Improvements  
Amendment No.1 to Agreement with J-U-B Engineers, Inc. for  
Construction Phase Services**

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**DECISION POINT:** Should the City Council approve the proposed Amendment No.1 to the Agreement for Professional Services between City of Coeur d'Alene and J-U-B Engineers, Inc. for Design of Compost Facility Improvements, 2018, dated May 1, 2018 (Resolution No. 18-026) and authorize the Mayor to execute this amendment?

**HISTORY:** The need for additional indoor composting beds was identified in the August 9, 2017, "Compost Facility Site Visit and Evaluation performed by J-U-B Engineers. Subsequently, the design of the prioritized enclosed composting facility improvements was undertaken by J-U-B Engineers pursuant to the May 1, 2018, Agreement between the City of Coeur d'Alene and J-U-B Engineers for the Design of the Compost Facility Improvements, 2018. With the completion of the design phase, Amendment No. 1 will employ J-U-B Engineers' professional services during the construction phase of these improvements.

Amendment No.1 will provide for the performance of construction administration services during the construction phase of the Compost Facility Improvements. A copy of the proposed Amendment with Attachment 1 defining the scope of services, basis of fee and schedule is attached for your review.

**FINANCIAL ANALYSIS:**

Design Engineering Services (Per May 1, 2018 Agreement)	\$ 67,180
Amendment No. 1 Construction Phase Engineering Services	<u>\$ 89,150</u>
Total	\$156,330

Funding for Amendment No. 1 is budgeted in the current FY 2018/2019 Financial Plan in the Wastewater Operating Fund.

**PERFORMANCE ANALYSIS:** J-U-B Engineers, Inc. successfully completed the planning and design phases of this project and is therefore uniquely qualified to perform the construction administration services required for this project. J-U-B Engineers, Inc., was selected for performing these construction phase services in accordance with Idaho Statute § 67-2320(4) that allows for the City to negotiate an extended professional services contract for an associated or phased project.

**RECOMMENDATION:** Council should approve Amendment No. 1 to the May 1, 2018, Professional Services Agreement between the City of Coeur d'Alene and J-U-B Engineers, Inc., for construction phase professional services of the Compost Facility Improvements, 2018, in an amount not to exceed \$ 89,150, and should authorize the Mayor to execute this amendment.

Attachments:

Amendment No. 1

**AMENDMENT NO. 1**

**to**

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**CITY OF COEUR D'ALENE**

**and**

**J-U-B ENGINEERS, INC.**

**for**

**CONSTRUCTION PHASE SERVICES FOR THE COMPOST FACILITY  
IMPROVEMENTS, 2018**

The Agreement, made and entered into the 1st day of May, 2018, between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B Engineers, Inc., a corporation organized and existing in the state of Idaho, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant," is hereby amended on the \_\_\_\_ day of \_\_\_\_\_, 2018, as set forth herein.

**W I T N E S S E T H:**

WHEREAS, due to recent improvements made to the City's Advanced Wastewater Treatment Facility and the resulting increase of bio-solids produced by said facility, the City desires to expand the bio-solids composting capabilities at the current composting facility operating at 3550 N. Julia Street, Coeur d'Alene;

WHEREAS, the City desires to advertise for and award a construction contract to a General Contractor to construct the Compost Facility Improvements;

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the construction administration services according to the City's schedule; and

WHEREAS, the Agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project.



NOW, THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Consultant agree that the agreement entered into on the 1st day of May, 2018, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to provide the City with office support and on-site observation during construction. The scope of services, schedule, and basis of fee are defined in Attachment 1 and are incorporated herein.

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement and shall not exceed Eighty-Nine Thousand One Hundred Fifty dollars (\$89,150).

Section 3. Schedule

Schedule for completion of the services pursuant to this Amendment shall be according to the schedule presented in Attachment 1.

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Stephen James, Area Manager

ATTEST:

ATTEST:

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

\_\_\_\_\_  
(Name & Title)



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Coeur d'Alene Wastewater Utility

Project: 2018 Compost Facility Upgrade Project

The Agreement for Professional Services dated May 1, 2018 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

Construction Phase

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

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



3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes  
 No
- a. Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- Yes  
 No
- b. Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- Yes  
 No
4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Yes  
 No
5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Yes  
 No
6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- Yes  
 No
7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Yes  
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes  
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes  
 No

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

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

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

Post-Construction Phase

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

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

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

## CONSTRUCTION PHASE ADDITIONAL SERVICES

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

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

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

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

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

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
  - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
  - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
  - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
  - d) Maintain records for use in preparing documentation of the Work.
  - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.



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

The RPR shall not:

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

## **CLIENT'S RESPONSIBILITIES**

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

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

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

## **INDEMNIFICATION**

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

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



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

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

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

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

**BACKGROUND**

The City of Coeur d'Alene will add 3 additional compost beds including site improvements, metal building, and mechanical/electrical equipment. The project has been designed and will be advertised for bids in January of 2019. Construction is expected to take 8 months.

Design of the facility was completed in FY2018. This Scope of Services is limited to the construction phase of the project and detailed in the following pages:

**SCOPE OF SERVICES**

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

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**Task 200: Construction Services**

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**Task 300: Management Reserve**

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**TASK 200: CONSTRUCTION SUPPORT SERVICES**

This task is intended to support the CLIENT during construction of the project. Specific tasks include:

- Assist with bidding including preparation of draft notice of advertisement for the project, one pre-bid meeting at CLIENT's office and site tour, response to bidders' questions during the bid phase, and preparation and issuance of addenda as necessary to modify the drawings or specifications. CLIENT will advertise the project in its paper of record.
- Assist in bid opening, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to CLIENT regarding the responsiveness of the bids.
- Prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
- Coordinate and attend pre-construction and bi-weekly construction meetings (as needed). Tasks include preparation of agenda and list of construction items to be addressed.
- Perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached.
- Provide additional information for inclusion in existing City Compost Facility O&M manual regarding capacity of additional beds and operation of new equipment/processes (anticipated to be limited to the aeration system).
- Provide electronic copy record drawings for CLIENT records.

**TASK 300: MANAGEMENT RESERVE (As Authorized by CLIENT)**

- Additional geotechnical evaluation during design to confirm geotechnical recommendations
- Geotechnical support as needed during construction

## SCHEDULE OF SERVICES

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

<b>Task</b>	<b>Days</b>	<b>Compensation and Type</b>
<b>Task 200: CONSTRUCTION SERVICES</b>	250	\$ 85,920 T&M <sup>A</sup>
<b>Task 300: ADDITIONAL SERVICES</b>	250	\$3,230 T&M <sup>A</sup>
<b>TOTAL</b>		<b>\$89,150</b>

<sup>A</sup> At standard JUB billing rates

## BASIS OF FEE

City of Coeur d'Alene Wastewater Utility																	
2018 Compost Facility Upgrade Project																	
BASIS OF FEE (labor estimate, hours)																	
Task No.	Sub-Task No.	Task	Project Manager	Lead Engineer	Design Engineer	Senior Engineer QA/QC	Structural Engineer	Site Engineer	Surveyor	Survey Tech	Survey	CAD Design	Clerical	Field Technician	Expenses + Electrical Engineer	Item Subtotal	Subtask Total
<b>200 CONSTRUCTION SERVICES</b>																	<b>\$85,920</b>
		Bidding - Advertisement, pre-bid conference, responding to bidder questions	1	32			4					12	6		\$500	\$7,760	
		Contract award	2	8									4			\$2,030	
		Conduct Pre-construction and bi-weekly construction meetings for 32 weeks	4	52							2		16	16	\$500	\$12,160	
		Perform construction staking, observation, submittal review, change orders, pay requests (assuming an 8 month construction window)	16	128			12		1	2	8		32	160	\$2,500	\$45,950	
		Conduct Electrical and HVAC CMS, Observation, Startup, Testing, and Integration		2											\$2,500	\$2,790	
		Evaluate start up testing (air pressure, flow, electrical & instrumentation)	4	8									4	8	\$500	\$3,800	
		Update O&M Manual for piping, mechanical, operation, electrical & instrumentation	4	16		4						8	8		\$500	\$6,130	
		Complete Record drawings (hard & pdf copies to City)	4	8								24		8		\$5,300	
<b>300 MANAGEMENT RESERVE</b>																	<b>\$3,230</b>
		Geotechnical evaluation	2		2										\$2,500	\$3,230	\$3,230
<b>Summary</b>																	
														<b>TASK 200 - CONSTRUCTION SERVICES</b>		<b>\$85,920</b>	
														<b>TASK 300 - MANAGEMENT RESERVE</b>		<b>\$3,230</b>	
														<b>TOTAL</b>		<b>\$89,150</b>	