



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

PUBLIC WORKS COMMITTEE

with

Council Members McEvers, Miller & English

January 22, 2019, 4:00 p.m.

AGENDA

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

- Item 1 Approval of Cooperative Agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Avenue – Chris Bosley, City Engineer
- Item 2 Approval of Park Drive Addition, Lot 9 Building Envelope Modification and Reduced Front Yard Setback – Chris Bosley, City Engineer
- Item 3 Approval of Agreement for Professional Engineering Services with J-U-B Engineers, Inc. for the 2019 Wastewater Collection System Capital Improvements Projects (CIP) – Mike Becker, Utility Project Manager

**Library Community Room
702 Front Street**

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Amy Ferguson, Public Works Committee Liaison, at (208) 666-5754 at least 24 hours in advance of the meeting date and time.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 22, 2019
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of a Cooperative Agreement with ITD for US-95 Improvements near Lacrosse Ave.

=====

DECISION POINT:

Should Council approve a Cooperative Agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Avenue?

HISTORY:

As a part of the US-95 reconstruction project near Lacrosse Avenue, ITD will be reconstructing sidewalk and landscaping. The Cooperative Agreement gives permission to ITD to perform the work on City property.

FINANCIAL ANALYSIS:

There is no financial requirement by the City for this agreement.

PERFORMANCE ANALYSIS:

Approval of these agreements will allow for ITD to advertise for bids and enter the construction phase of this project, which is expected to occur in 2020.

DECISION POINT/RECOMMENDATION:

Council should approve the Cooperative Agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Avenue.

**COOPERATIVE AGREEMENT
PROJECT NO. A019(452)
IC #430 TO LACROSSE AVE, CDA
KOOTENAI COUNTY
KEY NO. 19452**

PARTIES

This Cooperative Agreement (“Temporary Agreement”) is made and entered into this _____ day of _____, 2019 (“Effective Date”), by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the “**STATE**,” and the **CITY OF COEUR D’ALENE**, hereafter called the “**CITY**.”

PURPOSE

The **CITY** grants the **STATE** temporary access to the property as indicated in **Exhibit A** for reconstruction of US-95 and the intersection of Walnut Avenue and Lincoln Way. Reconstruction is expected to be completed on or about September 30th, 2020.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. That the **CITY** will:

1. Upon execution of this agreement by both parties, allow access to **CITY** property as indicated on **Exhibit A** for reconstruction of the US-95 and the intersection of Walnut Avenue and Lincoln Way.
2. Prior to allowing access to City property as indicated on Exhibit A, coordinate with the State, document the conditions of the City property as indicated on Exhibit A.
3. At the conclusion of the reconstruction and the State’s use of City’s property, and in coordination with State, document the post-reconstruction condition of the City’s property.

SECTION II. That the **STATE** will:

1. Hire a Contractor for reconstruction of US-95 and the intersection of Walnut Avenue and Lincoln Way.
2. Coordinate with adjacent landowners for access to the site and staging areas.
3. After inspection of the City’s property post reconstruction as indicated in Section I, 3., the State shall restore the site to its original condition or better at no expense to the City.
4. Not hold the **CITY** liable for improvements or personal property owned and/or stored by **STATE**, its agents or assigns, on land covered by this Temporary Agreement. **STATE** agrees to defend, save and hold harmless regardless of outcome **CITY** from any claim whatsoever arising out of use and occupancy of land covered by this Temporary

- Agreement. Satisfactory proof of insurance as required by Idaho Code Section 6-901, et seq. will be provided to **CITY** by **STATE** as of the effective date of the Agreement.
5. Not make any improvements to the Property not shown on **Exhibit A** without prior written consent of **CITY**.

EXECUTION

This Agreement is executed for the City and the State by its duly authorized representative. This Agreement will terminate upon completion of the State's reconstruction or, if necessary, upon State's completion of any required restoration in compliance with Section II, 3.

STATE:

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

Printed Name: _____

CITY:

CITY OF COEUR D'ALANE

By: _____

Title: _____

Printed Name: _____

EXHIBIT A

Idaho Transportation Department
U.S. 95 IC# 430 to Lacrosse Ave.
Project No. A019(452)
Key No. 19452
Page 1 of 7
2 Exhibit Maps (Pages 6 & 7)

August 20, 2018
Parcel No. 100
Parcel ID No. 50749
26,484 Sq. Ft. (0.608 Acres)

LEGAL DESCRIPTION

PARCEL 100-1

(Idaho Transportation to the City of Coeur d'Alene)

A parcel of land located within the Southeast 1/4 of section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho; more particularly described as follows:

Commencing at the South 1/4 corner of said Section 11 monumented with a 10 inch diameter concrete column and a 2-1/2 inch diameter aluminum cap marked PLS 5573 as shown on Corner Perpetuation and Filing Record instrument number 2625162000 from which the Southeast corner of said Section 11, monumented with a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap marked PLS 4565 as shown on Corner Perpetuation and Filing Record instrument number 2625163000 bears South 89°03'18" East, 2662.80 feet;

Thence North 47°13'02" East, 957.88 feet to a point of non-tangent curve to the left monumented with a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument; PLS 11119 on the westerly right of way line of U.S. Highway 95 as shown and described in Federal Aid Project F-FG-5115(4) and at station 61+76.50, 90.19 feet left of U.S. 95 Federal Aid Project A019(452) centerline and the **Point of Beginning**;

Thence along said U.S. 95 Federal Aid Project F-FG-5115(4) westerly right of way line and the arc of said curve 35.52 feet with said curve having a radius of 210.00 feet and a delta angle of 9°41'29" (chord N35°47'38"W, 35.48 feet) to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument; PLS 11119 on the northerly right of way line of Walnut Avenue at station 61+65.03, 123.40 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence departing said U.S. 95 Federal Aid Project F-FG-5115(4) westerly right of way line, South 88°45'45" East, 235.34 feet along said northerly right of way line to the intersection of said Walnut Avenue northerly right of way line and the easterly line of the platted alleyway of Block 4, College Addition as filed in Plat Book B, at Page 118, also being the southwest corner of that parcel described in warranty deed recorded as instrument number 504392, monumented with a 5/8 inch diameter rebar, 24 inches long, with a plastic cap marked T-O Engineers; PLS 11119 at station 63+80.07, 75.42 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

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August 20, 2018
Parcel No. 100
Parcel ID No. 50749
26,484 Sq. Ft. (0.608 Acres)

Thence North $87^{\circ}03'36''$ East, 110.15 feet along the northerly line of said parcel described in said warranty deed instrument number 504392 to the westerly right of way line of Nora Street monumented with a 6 inch diameter concrete right of way monument with the top broke off at station 64+89.98, 68.13 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence South $79^{\circ}45'57''$ East, 50.68 feet to the intersection of the easterly right of way line of said Nora Street and the northerly right of way line of said Walnut Avenue, also being the southwest corner of that parcel described in warranty deed recorded as instrument number 511676 monumented with a 5/8 inch diameter rebar, 24 inches long, with a plastic cap marked T-O Engineers; PLS 11119 at station 65+38.45, 53.35 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence North $76^{\circ}45'01''$ East, 112.58 feet along the northerly line of said parcel described in said warranty deed instrument 511676 to the westerly line of the platted alleyway of Block 5 of said College Addition monumented with a 5/8 inch diameter rebar, 24 inches long, with a plastic cap marked T-O Engineers; PLS 11119 at station 66+72.08, 50.69 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence South $01^{\circ}04'50''$ West, 21.95 feet along said westerly alleyway right of way line to a point of non-tangent curve to the right on said westerly right of way line of said U.S. 95 Federal Aid Project A019(452) monumented with a 5/8 inch diameter rebar, 24 inches long, with a plastic cap marked T-O Engineers; PLS 11119 at station 66+59.51, 31.44 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence along the arc of said curve and along said westerly right of way line of said U.S. 95 Federal Aid Project A019(452), 77.96 feet with said curve having a radius of 201.59 feet and a delta angle of $22^{\circ}09'27''$ (chord $S72^{\circ}40'30''W$, 77.47 feet) to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument; PLS 11119 at station 65+71.17, 30.14 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence South $86^{\circ}19'01''$ West, 114.82 feet along said U.S. 95 Federal Aid Project A019(452) right of way line to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument; PLS 11119 at station 64+56.51, 36.25 feet left of said U.S. 95 Federal Aid Project A019(452) centerline;

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Thence North 88°47'15" West, 295.11 along said U.S. 95 Federal Aid Project A019(452) right of way line to the **Point of Beginning.**

Containing: 14,069 square feet (0.323 acres) more or less.

Parcel limits extending from U.S. 95 Federal Aid Project F-FG-5115 (4) centerline station 61+63.98 to 66+42.72 and U.S. 95 Federal Aid Project A019(452) centerline stations 61+65.03 to 66+72.08

Together With:

PARCEL 100-2

A parcel of land located within the Southeast 1/4 of section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho; more particularly described as follows:

Commencing at the South 1/4 corner of said Section 11 monumented with a 10 inch diameter concrete column and a 2-1/2 inch diameter aluminum cap marked PLS 5573 as shown on Corner Perpetuation and Filing Record instrument number 2625162000 from which the Southeast corner of said Section 11, monumented with a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap marked PLS 4565 as shown on Corner Perpetuation and Filing Record instrument number 2625163000 bears South 89°03'18" East, 2662.80 feet;

Thence North 64°17'43" East, 1352.45 feet to a non-tangent curve to the left monumented with a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument; PLS 11119 on the easterly right of way line of U.S. 95 as shown on in Federal Aid Project A019(452) at station 66+51.20, 62.00 feet right of said U.S. 95 centerline and the **Point of Beginning;**

Thence along the arc of said curve and said U.S. 95 Federal Aid A019(452) easterly right of way line, 247.96 feet with said curve having a radius of 318.50 feet and a delta angle of 44°36'25" (chord N43°17'36"E, 241.75 feet) to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept R/W; PLS 11119 on the easterly right of way line at station 68+50.90, 62.00 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence along said U.S. 95 Federal Aid Project F-FG-5115 (4) easterly right of way line the following two (2) courses:

Idaho Transportation Department
U.S. 95 IC# 430 to Lacrosse Ave.
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August 20, 2018
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26,484 Sq. Ft. (0.608 Acres)

1. South 01°44'35" West, 84.34 feet to a 1/2 inch diameter rebar with a plastic cap marked Lepard and Frame with no PLS number at station 67+92.93, 98.84 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;
2. Thence South 58°37'34 East, 26.66 feet to a 1/2 inch diameter rebar with a plastic cap marked Lepard and Frame with no PLS number on the northerly right of way line of Walnut Avenue at station 67+93.73, 125.48 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence departing said Federal Aid Project F-FG-5115 (4) easterly right of way line South 09°38'39" West 50.38 feet to the southerly right of way line of said Walnut Avenue and the easterly right of way line of said U.S. 95 Federal Aid Project F-FG-5115 (4) monumented with a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Right of Way; and other unreadable markings at station 67+64.56, 148.68 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence South 44°50'16" West, 35.46 feet along said easterly U.S. 95 Federal Aid Project F-FG-5115 (4) right of way line to a 6 inch diameter concrete post with a 3-1/4 inch diameter brass cap marked Idaho State Right of Way; RW 30; 0+45.47 at station 67+42.08, 147.41 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence departing said U.S. 95 Federal Aid Project F-FG-5115 (4) easterly right of way line South 60°56'35" West, 69.48 feet to the westerly right of way line of Lincoln Way and a point on the easterly right of way line of said U.S. 95 Federal Aid Project F-FG-5115 (4) monumented with a 5/8 inch diameter rebar, 24 inches long, with a plastic cap marked T-O Engineers; PLS 11119 at station 66+97.97, 134.44 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;

Thence along said U.S. 95 Federal Aid Project F-FG-5115 (4) easterly right of way the following two (2) courses:

1. North 32°41'58" West, 42.76 feet to a 5/8 inch diameter rebar and a plastic cap marked PLS 8587 at station 66+99.15, 91.72 feet right of said U.S. 95 Federal Aid Project A019(452) centerline;
2. Thence South 85°40'19" West, 68.90 feet to the **Point of Beginning.**

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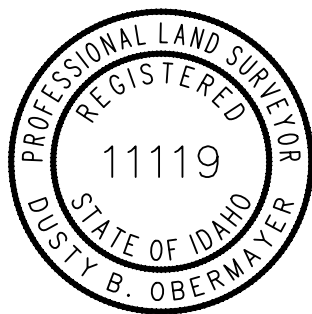
August 20, 2018
Parcel No. 100
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26,484 Sq. Ft. (0.608 Acres)

Containing: 12,415 square feet (0.285 acres) more or less.

Parcel limits extending from U.S. 95 Federal Aid Project F-FG-5115 (4) centerline station 66+66.05 to 69+19.07 and from U.S. 95 Federal Aid Project A019(452) centerline station 66+51.20 to 68+50.90.

SEE ATTACHED EXHIBIT.

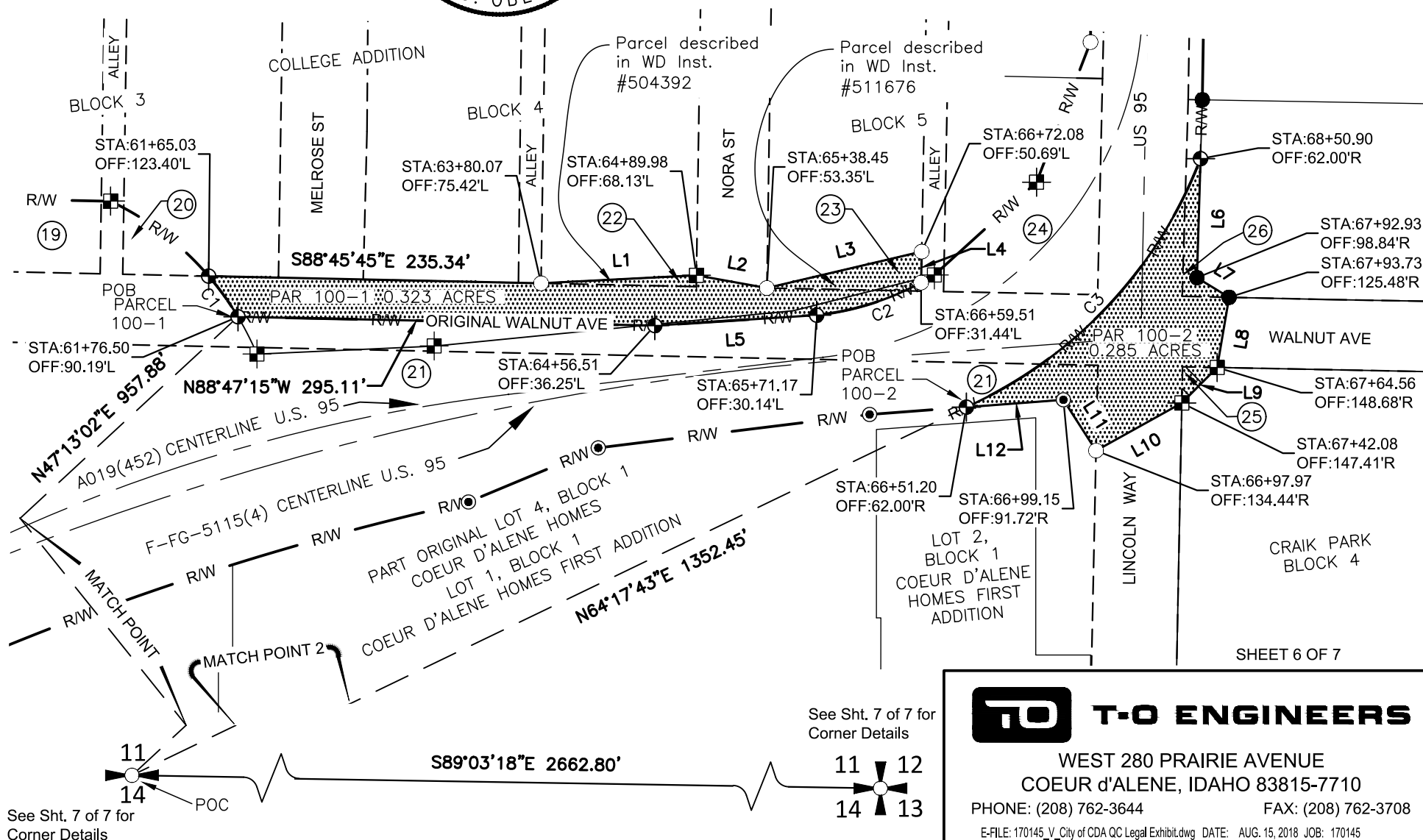




RIGHT OF WAY LEGAL DESCRIPTION
EXHIBIT PARCEL 100 US-95

LOCATED WITHIN THE SE 1/4 OF SECTION 11,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO
(Idaho Transportation to the City of Coeur d'Alene)

Parcel No. 100-1 and 100-2
Parcel ID No. 50749



BASIS OF BEARING: NAD 83, IDAHO STATE
PLANE COORDINATE SYSTEM, WEST ZONE

RIGHT OF WAY LEGAL DESCRIPTION EXHIBIT PARCEL 100 US-95

LOCATED WITHIN THE SE 1/4 OF SECTION 11,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO
(Idaho Transportation to the City of Coeur d'Alene)

Parcel No. 100-1 and 100-2
Parcel ID No. 50749

PLSS CORNER INFORMATION

SOUTH QUARTER CORNER SEC. 11
FOUND A 2-1/2" DIAM. ALUM. CAP MARKED PLS 5573
IN A 10" DIAM CONCRETE COLUMN CP&F INST. #
2625162000

SOUTH EAST SECTION CORNER SEC. 11
FOUND A 2" DIAM. ALUM. CAP MARKED PLS 4565 ON
A 5/8" DIAM. REBAR IN A MONUMENT WELL CP&F
INST. #2625163000

NOTE 1:

PARCEL 21 AS SHOWN ON SHEET 5 IS NOT SHOWN
IN ITS ENTIRETY. THIS PARCEL IS A PART OF A
LARGER PARCEL ACQUISITION. SEE DEED
INSTRUMENT NUMBER 501767 FILED IN BOOK 10 AT
PAGE 192 FOR A FULL DESCRIPTION.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°03'36"E	110.15'
L2	S79°45'57"E	50.68'
L3	N76°45'01"E	112.58'
L4	S01°04'50"W	21.95'
L5	S86°19'01"W	114.82'
L6	S01°44'35"W	84.34'
L7	S58°37'34"E	26.66'
L8	S09°38'39"W	50.38'
L9	S44°50'16"W	35.46'
L10	S60°56'35"W	69.48'
L11	N32°41'58"W	42.76'
L12	S85°40'19"W	68.90'

LEGEND



SET A 5/8" X 30" LONG REBAR WITH A
3" ZINC CAP, MARKED IDAHO TRANS DEPT R/W
MONUMENT; PLS 11119



SET A 5/8" X 30" LONG REBAR WITH A PLASTIC CAP
MARKED T-O ENGINEERS; PLS 11119



FD. IRON PIPE



FD. 1/2 INCH DIAM REBAR



FD. 5/8 INCH DIAM REBAR



FD. RIGHT OF WAY MONUMENT

POB

POINT OF BEGINNING

POC

POINT OF COMMENCEMENT



AREA TO BE DEEDED TO THE CITY OF COEUR D'ALENE



PARCELS ACQUIRED BY FEDERAL AID PROJECT No.
F-FG-5115(4). SEE NOTE 1 THIS SHEET

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C1	35.52'	210.00'	9°41'29"	N35°47'38"W	35.48'
C2	77.96'	201.59'	22°09'27"	S72°40'30"W	77.47'
C3	247.96'	318.50'	44°36'25"	N43°17'36"E	241.75'



SHEET 7 OF 7



T-O ENGINEERS

WEST 280 PRAIRIE AVENUE
COEUR d'ALENE, IDAHO 83815-7710

PHONE: (208) 762-3644

FAX: (208) 762-3708

E-FILE: 170145_V_City of CDA QC Legal Exhibit.dwg DATE: AUG. 15, 2018 JOB: 170145

**Public Works
Staff Report**

To: City Council, Public Works Committee
From: Chris Bosley, City Engineer
Nick Goodwin, Urban Forester
Jake Plagerman, Planning Technician
Date: January 22, 2019
Re: Park Drive Addition, Lot 9 Building Envelope Modification Request

Decision Point:

Should City Council approve a modification to the Park Drive Addition, Lot 9 building envelope and front yard setback to 20 feet to be consistent with other lots in the subdivision due to extenuating circumstances related to the health and removal of an oak tree on private property.

History:

The Park Drive Addition subdivision was platted by ignite cda in December 2017 and the ten lots were put up for sale in early 2018. After the subdivision was platted, it was recognized by Welch-Comer Engineers and City staff that some clarifying exhibits would be helpful for buyers and for staff in processing building permits to more clearly note development and access restrictions and setbacks on the ten lots. These exhibits were recorded in January 2018. It should be noted that the plat and building envelopes were intentionally designed to protect trees on private property on three of the ten lots in the Park Drive Addition and front yard setbacks were more restrictive than a typical R-8 lot for the subdivision to be more compatible with the surrounding Fort Grounds neighborhood.

On September 28, 2018, Roger and Joanne Wing, prior to signing a real estate sales agreement with ignite cda for the purchase of Lot 9 of the Park Drive Addition had their attorney, Jason Wing of Lake City Law, review the sales contract. Their attorney contacted Katie Kosanke (Urban Forester at the time) to learn how to protect the oak tree during construction and received clarification from the Planning Department on the building envelope.

After purchasing the lot and before moving forward with their architect, the owners were reportedly concerned with the health of the oak tree on the lot due to a visible black stain/scorch mark on the bark and a deep crack running vertically on the tree trunk. The owners contacted an arborist from the City's Licensed Tree Services list (Ken Roberge of Specialty Tree Services, Inc. ISA Certified Arborist, #RM-0194) for a professional diagnosis. Mr. Roberge determined that the tree had been hit by lightning in the past and concluded that it presented a safety hazard (see attached letter and attachments from the owners). The owners had the tree removed on October 15, 2018.

While the building envelopes in Park Drive Addition were created and recorded to the ten lots, the act of establishing building envelopes did not add a layer of protection to the tree and it was still considered a private tree. In consultation with legal and the Parks and Recreation Director, it was determined that there could be no penalty for removal of the tree but that a good faith donation to the Urban Forestry fund for a replacement tree would help mitigate the impact and would be acceptable to all parties.

Roger and Joanne Wing, along with their architect Tim Wilson, met with Nick Goodwin, Hilary Anderson, and Jake Plagerman to determine how to proceed with their request to modify the building envelope. All parties agreed that a one-time donation to Urban Forestry in an amount appropriate to replace a tree would mitigate the impact and provide a benefit by planting a new tree of substantial size and a unique species near the subject property. It was discussed that the next step would be to go forward to the City Council for approval of the building envelope since it was tied to the plat for the Park Drive Addition. Tony Berns, Executive Director of ignite cda was consulted and indicated that no approval by the urban renewal agency would be required.

Request:

With the hazardous tree removed, the owners of Lot 9 in Park Drive Addition (Roger and Joanne Wing), are now requesting a modification to the building envelope and front yard setback on their property to 20 feet, which is consistent with the other nine lots in the subdivision so that they can move forward with architectural plans for their new home. [Please note that development on the subject property would still be required to comply with the Building Code and meet all setbacks of the subdivision (with the revised 20-foot front setback) including a restriction on the front porch extending into the front yard.]

Financial Impact:

While the English Oak tree (*Quercus robur*) that was removed from the Wing's property did not qualify as a grand scale tree or street tree, it was considered a valuable tree in the City's urban forest due to its size and the limited population of English Oak trees in the city. This prompted the building envelope to be established on this lot. This tree was valued at \$6,400.00 by Nick Goodwin (Urban Forester) using the trunk formula method of appraisal. It should be noted that the Wings incurred costs for the arborist to come and inspect the tree and ultimately remove the tree due to the determination of a safety hazard and liability. Because there is no violation for removal of the tree and City staff recognizes the extenuating circumstances related to the tree, all parties agreed that a one-time good faith donation in the amount of \$500 to Urban Forestry for a replacement tree would mitigate the impact and provide a benefit by planting a new tree of a substantial girth and a unique species near the subject property.

Decision Point:

The City Council is being asked to approve a modification to the Park Drive Addition, Lot 9 building envelope and reduced front yard setback of 20 feet to be consistent to other lots in the subdivision due to extenuating circumstances related to the removal of an oak tree on private property.

Attachments:

- Site Plan Diagram from Momentum Architecture showing existing and proposed building envelope and front setback lines
- Letter of Request from Roger and Joanne Wing, 1/14/19 with the following attachments:
 - Email Correspondence with Requirements for Protecting Grand Scale Trees
 - Email Correspondence with City Council Park Drive Plat Clarification and Plat Exhibits
 - City of Coeur d'Alene City-Licensed Tree Services
 - Opinion of Oak Tree Condition from Ken Roberge, Specialty Tree Services, ISA Certified Arborist
 - Site Plan Diagram from Momentum Architecture showing existing and proposed building envelope and front setback lines
 - Photos of oak tree after and during removal by Specialty Tree Services

January 14, 2019

Roger & Joanne Wing
728 E. Sherman Ave., Apt. 204
Coeur d'Alene, ID 83814
(208) 664-2711
angelofmercy2@yahoo.com

General Services Committee
Coeur d'Alene Planning Dept.
City of Coeur d'Alene
Coeur d'Alene, ID 83814

Re: Park Drive Addition, Lot 9

Dear Committee,

The purpose of this letter is to request a building envelope modification and an appropriate front yard setback of 20' for Lot 9 of the Park Drive Addition to comply with the necessary City of Coeur d'Alene Residential Building Code, and to be uniform with the 20' setback of the other nine lots.

On September 28, 2018, prior to our signing real estate sales agreement with igniteCDA for the purchase of Lot 9 of the Park Drive Addition, we contacted Coeur d'Alene Attorney Jason Wing of Lake City Law to review the sales contract. During our visit, the subject of the tree and building envelope came up; we were unclear as to how to protect the non grand scale oak tree during construction. Mr. Wing contacted City of Coeur d'Alene and was given a response from Urban Forester Katie Kosanke (attachments # 1 & 4), Planning Technician Jake Plagerman (attachment # 2), and Community Planning Director Hilary Anderson (attachment # 3), these responses were forwarded to us via email.

After the purchase of Lot 9, and before moving forward with Architect, we became concerned over the suspicious health of the oak tree on the lot, for it appeared to have a visible black stain/scorch to the bark, also noted a deep crack within the bark that ran vertically – top to bottom of the tree. Now a private property tree matter, we consulted from the list that Urban Forester Katie Kosanke had emailed of City of Coeur d'Alene – Licensed Tree Services (attachment # 4); we contacted Ken Roberge of Specialty Tree Services, Inc. (ISA Certified Arborist, #RM-0194) for a professional diagnosis. Mr. Roberge stated to us that the tree had been hit by lightning at some point and because of the large crack the tree was seriously compromised and presented a safety hazard and needed to be felled/removed as soon as possible (attachment # 5). Since the tree was standing on now “our” property, liability would now fall on us if the tree should fall and cause severe property damage or worse, injure or kill someone. With this information we instructed Specialty Tree to remove said tree. On October 15, 2018 the tree was taken down and removed (attachment pictures of damaged tree).

With the hazardous tree removed and now seeking a change to recorded building envelope and 30' setback for Lot 9, a meeting was set for January 9, 2019 @ 12:30PM between Roger & Joanne Wing, Attorney Jason Wing of Lake City Law (unable to attend), and Architect Timothy Wilson of Momentum Architecture with the Coeur d'Alene City Community Planning Director Hilary Anderson, Planning Technician Jake Plagerman, and Urban Forester Nick Goodwin. Conclusion: with all parties in agreement, for the City's recommendation for plot change to include building envelope modification and 20' front setback for Lot 9 of the Park Drive Addition (attachment # 6), the Wing's will make a single good faith donation of \$500 to Urban Forestry for one (1) tree of an agreed upon species and planting location to replace the felled non grand scale oak tree.

Sincerely,
Roger & Joanne Wing

RECEIVED FROM ATTORNEY JASON WING 9/28/2018

To

angelofmercy2@yahoo.com

To

angelofmercy2@yahoo.com

Today at 8:27 AM

Got a call back from the city... the building envelope is a suggested envelope to promote preservation of the tree(s) but there is nothing that prevents you from exceeding that envelop other than regular setback requirements

Sent from Yahoo Mail on Android

Today at 8:29 AM

In other words, you can technically remove the tree but they I obviously would prefer that it remain. They are sending me info about things to do to safeguard the tree during construction

Sent from Yahoo Mail on Android

Subject: FW: Tree preservation information
From: Jason Wing (jwing@lclattorneys.com)
To: angelofmercy2@yahoo.com;
Date: Friday, September 28, 2018 1:07 PM

#1

From: KOSANKE, KATIE [mailto:KKOSANKE@cdaid.org]
Sent: Thursday, September 27, 2018 2:00 PM
To: Jason Wing <jwing@lclattorneys.com>
Subject: Tree preservation information

Mr. Wing,

Attached are the city's requirements for protecting grand scale trees and street trees during construction. A tree on private property is not required to be retained, however as discussed, the building envelopes along Park Drive were in part established to promote tree retention.

The information includes consulting with city arborists. For this private property tree matter, you could contact an ISA Certified Arborist to assist. Attached is a list of city-licensed tree services and consultants that would be able to help minimize the impacts of construction and preform professional root pruning where needed.

Thank you,

Katie Kosanke

Urban Forester

City of Coeur d'Alene

Parks & Recreation Department

208/769-2266

Requirements for Protecting Grand Scale Trees

Grand scale trees are trees located on private property with a minimum of 20 inches in diameter measured at 4.5 feet above the ground (DBH) and/or 45 feet in height or more and are located within 20 feet of a public street. Other trees may qualify for this distinction such as similar sized or spaced trees or those that are unique specimens as determined by the Urban Forestry Coordinator. Street trees located within the public right-of-way cannot be considered Grand Scale Trees and are required to be protected and retained during development unless removal is approved through the city's Urban Forestry Committee.

Tree 1
20' from
street

It can be possible to retain Grand Scale Trees during construction, but a protection plan must be submitted to ensure measures are put in place to reduce possible impacts. Often trees on construction sites sustain damage by equipment, root loss, grade changes, trenching or compaction over the root zone. This can lead to tree decline, failure, and even safety hazards.

Meetings/inspections required with Urban Forestry staff:

1. Planning Stage - Onsite to inspect potential trees for retention and their current condition.
2. Design Stage - Onsite with tree protection plan to verify distances from impacts.
3. Construction/Landscape Stage - Periodic inspections throughout the duration of the project to ensure preservation measures are being followed.
4. Post Construction stage - Inspection upon completion at the time of the Certificate of Occupancy for sign-off

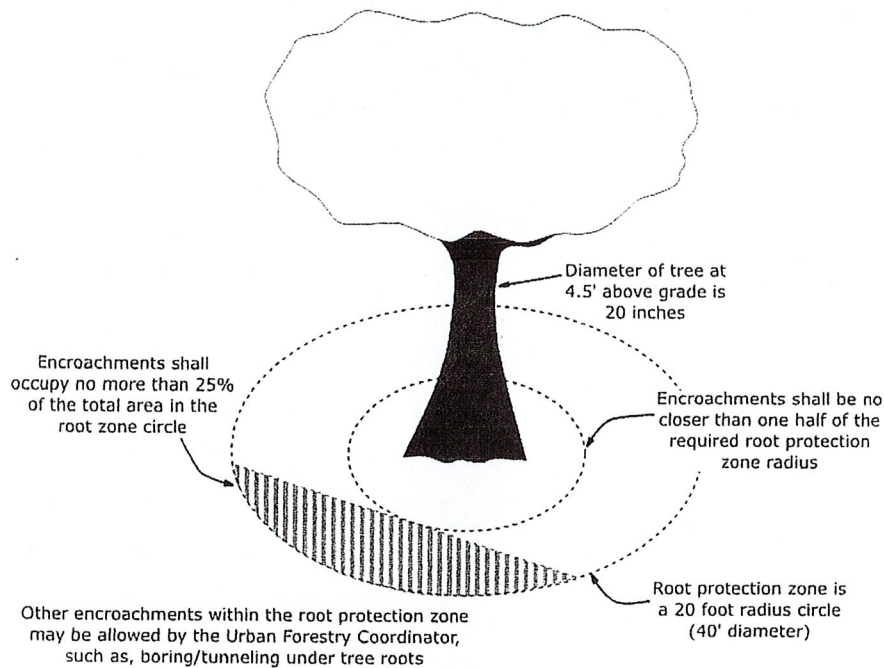
Required Tree Protection Plan must identify:

1. The location, size (dbh), and condition of the trees to remain.
2. The location of development footprints, including buildings, utilities, irrigation, and streets and how tree preservation zones relate to them (distances listed). If utilities are to run through a tree protection zone, they must be tunneled under roots at 18" below grade.
3. Any possible grade changes in or near the tree protection zone.
4. Identify any cuts to the 2" or greater inside the protections zone must be cut flush with a saw or loppers (not torn by an excavator). No roots over 4" in diameter can be removed.
5. Tree protection zone requirements (*see tree protection detail*) includes: Specific size of protection zone depending upon tree size, fencing, signage, mulch, and watering required.

Any work or access done within the root zone has to be pre-determined and approved. Allowances for access into the protection zone may be made for tunneling or handwork as approved by the Urban Forestry Coordinator.

Failure to comply with the tree protection measures during the duration of the project, or impact to the tree within the tree protection zone will result in restitution being sought in the amount of the appraised value of the tree. The appraised value will be calculated by the City's Urban Forester at the beginning of the project following the Council of Trees & Landscape Appraisers Guide for Plant Appraisal.

TREE PROTECTION DETAIL



Tree Protection Requirements

- a) Size: 1ft for every inch in diameter in radius (example a 20dbh tree must have a tree protection zone of 40ft in diameter). If this is not possible, the tree may not be practical to retain. Some encroachment is allowable – see detail above.
- b) Protective Fencing: A highly visible 4ft high orange plastic mesh fence with posts spaced at intervals no further than 6ft apart must be placed around the tree protection zone for the duration of the construction project. No access or construction activities are allowed within the protective fencing including equipment, storage of project materials and no dumping or washing out.
- c) Tree Protection Signage: Signage must be placed on the fencing identifying the tree protection zone (signage available through Urban Forestry), 4 signs on each tree protection zone required.
- d) Mulch: A 2" layer of wood chip mulch must be placed within the tree protection zone during the duration of the project to avoid compaction and to retain water. A 4-6" wood chip mulch layer is required within any approved encroachment areas.
- e) Watering: regular watering weekly of 1" of water over the area is required for projects April-October to maintain adequate soil moisture to 18". Actual amount is determined based upon the soil conditions, tree species and ANSI Standards.
- f) Any work or access within the root zone has to be pre-determined and approved. Allowances for access into the protection zone may be made for tunneling or handwork as approved by the Urban Forestry Coordinator.

Subject: FW: igniteCDA Park Drive Clarification
From: Jason Wing (jwing@lclattorneys.com)
To: angelofmercy2@yahoo.com;
Date: Friday, September 28, 2018 1:07 PM

#2

From: PLAGERMAN, JACOB [mailto:JPLAGERMAN@cdaid.org]
Sent: Friday, September 28, 2018 9:17 AM
To: Jason Wing <jwing@lclattorneys.com>
Subject: FW: igniteCDA Park Drive Clarification

Hi there,

I work with the Coeur d'Alene Planning Department and was directed to send you information of the Park Drive Subdivision. Attached to this email you will find the plat map for the subdivision, the setbacks and building envelopes for the subdivision, and a staff report on Park Drive that provides some clarification as well. Let me know if I can provide any further assistance!

Jake Plagerman

Planning Technician

City of Coeur d'Alene, ID

(208) 292-5773



#3

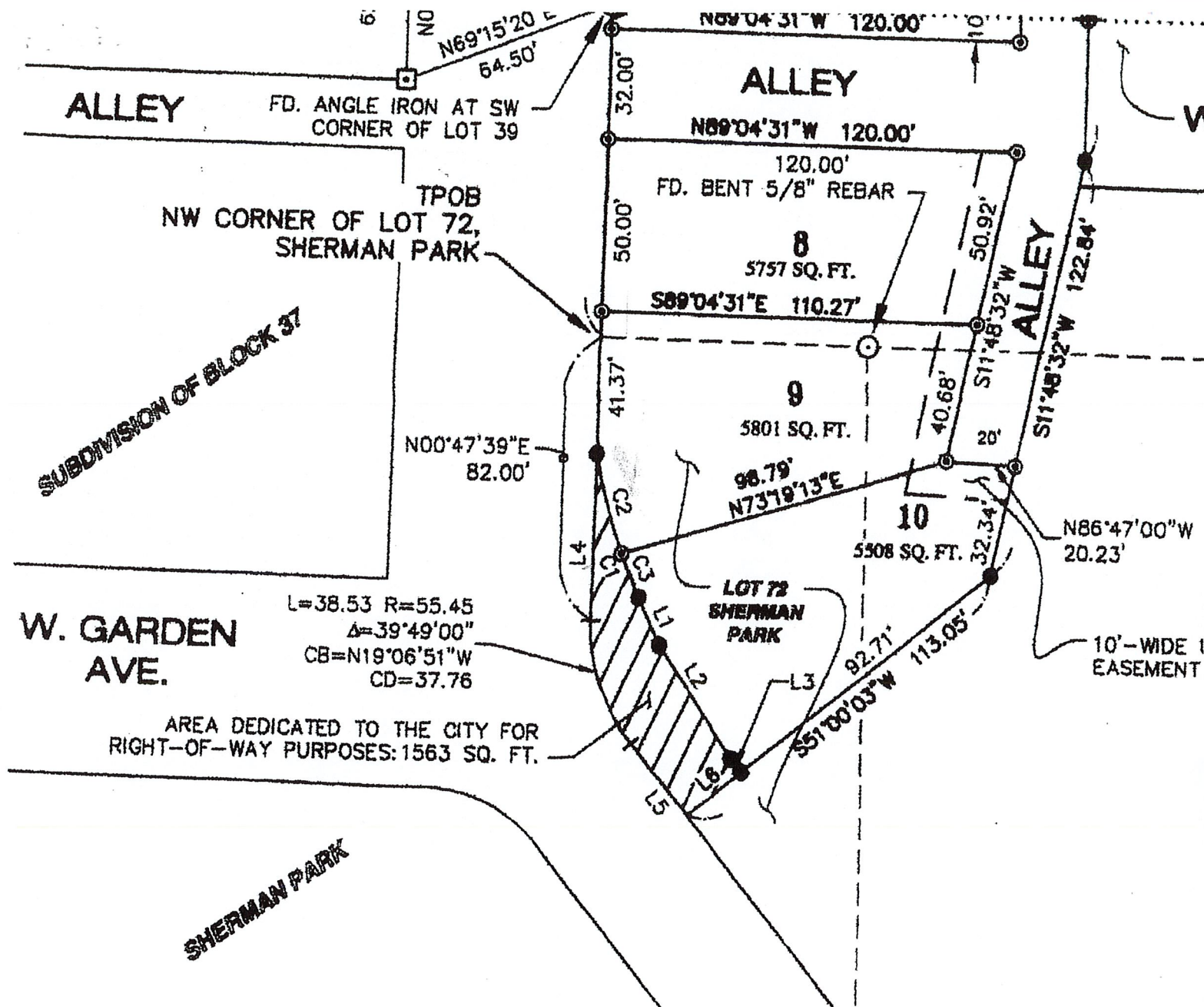
From: ANDERSON, HILARY
Sent: Friday, September 28, 2018 9:01 AM
To: PLAGERMAN, JACOB
Subject: FW: igniteCDA Park Drive Clarification

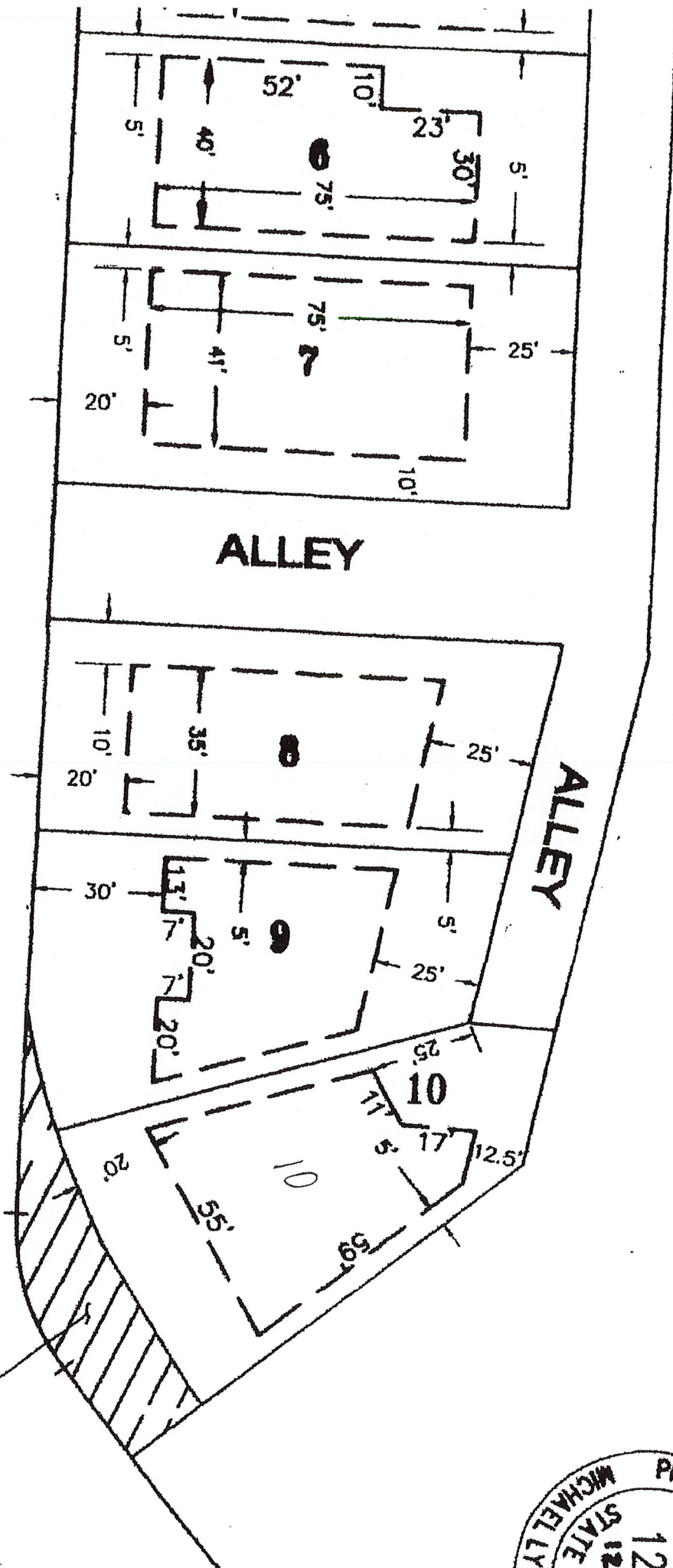
From: ANDERSON, HILARY
Sent: Wednesday, September 05, 2018 4:09 PM
To: 'Danielle Quade'
Subject: FW: igniteCDA Park Drive Clarification

This email and any attachments may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return email, delete this email and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal.

Attachments

- CITY COUNCIL SR - PARK DRIVE PLAT CLARIFICATION.docx (13.57KB)
- 41284 EX04 20180130.pdf (442.76KB)
- Park Drive Addition - Recorded.pdf (952.56KB)
- image001.png (9.61KB)





Book 1, Page 218B, NH# 21025307000

[illegible]

- [illegible]

STATE OF IDAHO)
S.S.

COUNTY OF KENTUCKY)
(
ON this 1st day of December, in the year of 2017, before me, Michael Hoffmann, a Notary Public,
personally appeared SCOTT HOBSON, known to me to be the Chairman of the Board of Kante Oak, and who executed the foregoing
instrument, and acknowledged that he voluntarily executed the same, and that he duly authorized the instrument on behalf of Kante
Oak.
Scott Hobson

NOTARY PUBLIC
RESIDING AT: Seaford Valley, VA
MY COMMISSION EXPIRES ON: 6-20-23

MICHAEL HOFFMANN
NOTARY PUBLIC
STATE OF KENTUCKY

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO THIS 10 DAY OF September, 2017.

Deputy Mayor
OPENING ALBANY CITY CLERK

I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE'S REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET.
DATED THIS 19th DAY OF December, 2017.

CITY ENGINEER *Ann Boly*

THIS PLAY HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KODIAK COUNTY, IDAHO, AT THE REQUEST OF
Boyle City, Idaho City and Board of Education DATED THIS 21st DAY OF December 2017 AT 11:00 O'CLOCK
Idaho AND WAS ONLY RECORDED IN PLAY BOOK 1 PAGE 218, 218A. INSTRUMENT NO. 20175384000
 FEB 8 11:00
2106

1-17-77 21 November by 11. Hughes
KOTJENA COUNTY RECORDER Deputy Clerk

SANITARY RESTRICTIONS ARE ENFORCED BY DRAIN CODE TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (CPE) REPRESENTING THE CITY OF CHICAGO. THE CITY OF CHICAGO HAS OBTAINED ALL NECESSARY PERMITS AND SPECIFICATIONS FOR THE DEVELOPER FOR COMPLETION OF THE PROJECT. THERE ARE NO SANITARY RESTRICTIONS, WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE RE-APPLIED, IN ACCORDANCE WITH SECTION 50-1320, DRAIN CODE, BY THE ISSUANCE OF A CERTIFICATE OF NONCOMPLIANCE.

DATE: 12-14-17

HEALTH DISTRICT SIGNATURE: [Signature]

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2017,
DATED THIS 14th DAY OF December, 2017

2

I HAVE EXAMINED AND CHECKED THIS PLAT, AND THE COMPUTATIONS OF SAID PLAT, AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE MINO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET AND SATISFIED.

DATED THIS 21ST DAY OF DECEMBER, 2017

WILLIAM LAND

1

I, MICHAEL LYNN HATHAWAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, LICENSE NUMBER 12318, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE, OF ME OR UNDER MY DIRECTION AND THAT IT IS IN ACCORDANCE WITH STATE OF IDAHO CODES. I ALSO CERTIFY THAT THE INTEREST MONUMENTS FOR THE SUBDIVISION WILL BE SET WITHIN ONE YEAR OF THE RECORDING DATE IN ACCORDANCE WITH IDAHO STATE CODE 30-1503.

MICHAEL LYNN HATHAWAY PLS NO. 1231B

12318
12-18-77
STATE OF
CALIFORNIA
MICHAEL LYNN
PROFESSIONAL
LANDSCAPE
ARCHITECT

WELCH-COMERS
ENGINEERS & SURVEYORS

204-694-6962
204-694-6963
WWW.WOODCONCRETE.COM
240 E. Holladay Ave.
Coeur d'Alene, ID 83815
(204) 694-6962
(204) 694-6963

.....

IN THE E 1/2 OF SECTION 14
T.50N., R.4W., B.M.,
CDA, KOOTENAI COUNTY, IDAHO

3 OF 3

A PORTION OF LOTS 39 AND 48, FORT SHERMAN ABANDONED MILITARY RESERVATION, & A PORTION OF LOT 72, SHERMAN PARK, IN THE EAST HALF OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK 1- PAGE 218



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S22°01'55"E	14.84'
L2	S33°15'50"E	39.12'
L3	S39°08'37"E	4.67'
L4	S00°47'38"W	46.11'
L5	N38°01'21"W	28.24'
L6	S31°00'03"W	20.34'
L7	S20°12'09"E	41.09'



SCALE: 1"=400'

LEGEND

- SET 5/8" X 30" RESIN WITH CP MARKED WELCH COVER #S 12316*
- WILL SET 5/8" X 30" RESIN WITH CP MARKED WELCH COVER #S 12316* WITHIN ONE YEAR PER CITY OF COVING DRYLAGE CODE 10.45.050 & PRICE OF HARD COVER \$25-132
- FOUND MONUMENT, AS NOTED
- FOUND 6/8" RESIN WITH CP MARKED "ESC #15 4194"
- FOUND 1/2" INSIDE DIAMETER IRON PIPE
- FOUND 3/4" INSIDE DIAMETER IRON PIPE
- FOUND 3-1/4" ALUMINUM CP BALL MONUMENT
- FOUND 5/8" RESIN WITH CP MARKED WELCH COVER #S 12316*

NOTES

1. CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 401044, EFFECTIVE NOVEMBER 30, 2017 AT 3:36 PM, WAS RELIED UPON FOR PROPERTY DESCRIPTIONS.
2. ALL DISTANCES SHOWN ARE APPROXIMATE BASED ON AERIAL PHOTOGRAPHS.
3. SEE SHEET 2 FOR BUILDING ENVELOPES AND SETBACK LINES.

FACTS OF BEARING

GRID BEARING OF SOUTH 89°01'03" EAST BETWEEN FOUND MONUMENTS ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, BASED ON THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, 2011 ADJUSTMENT.

REFERENCES

- | | |
|-------|---|
| (R1) | PLAY OF GHOST SQUADS, ABANDONED MILITARY RESERVATION, BOOK B, PAGE 153. |
| (R2) | RECORDS OF KOOTENAI COUNTY. |
| (R3) | RECORDS OF KOOTENAI COUNTY. |
| (R4) | RECORDS OF KOOTENAI COUNTY. |
| (R5) | RECORDS OF KOOTENAI COUNTY. |
| (R6) | RECORDS OF KOOTENAI COUNTY. |
| (R7) | RECORDS OF KOOTENAI COUNTY. |
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| (R43) | RECORDS OF KOOTENAI COUNTY. |
| (R44) | RECORDS OF KOOTENAI COUNTY. |
| (R45) | RECORDS OF KOOTENAI COUNTY. |
| (R46) | RECORDS OF KOOTENAI COUNTY. |
| (R47) | RECORDS OF KOOTENAI COUNTY. |
| (R48) | RECORDS OF KOOTENAI COUNTY. |
| (R49) | RECORDS OF KOOTENAI COUNTY. |
| (R50) | RECORDS OF KOOTENAI COUNTY. |

PARK DRIVE ADDITION

T. 50N., R. 4W., B.M.,

100

A PORTION OF LOTS 39 AND 48, FORT SHERMAN ABANDONED MILITARY RESERVATION, & A PORTION OF LOT 72, SHERMAN PARK, IN THE EAST HALF OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Book L, Page 218A, LN# 2125364000



DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DWG NAME: 475249.T.DWG
 DATE: 3-8-2005
 SCALE: 1=4
 SHEET NO:

2 OF 3

4

City of Coeur d'Alene City-Licensed Tree Services 10-2018

All Seasons Tree Service

9439 W Prairie Ave
Post Falls, ID 83854
208-488-6045
Website: allseasonstreeserviceid.com

Associated Arborists

1-866-863-TREE
Associated Arborists
P.O. Box 2971
Hayden, ID 83835
Email: service@associatedarboists.com
Website: associatedarborists.com

Booth Arboriculture

208-819-1082
1421 E Borah Ave, Coeur d'Alene, ID
83814
Email: arboritis@gmail.com

Bluebird Tree Care

208-651-3959
Coeur d'Alene, ID 83814
email: benlarsontree@gmail.com
website: www.bluebirdtreecare.com

Don Taylor Contracting

208-640-1951
PO Box 1628, Coeur d'Alene, ID 83816
email: arborist100020@yahoo.com

Grace Tree Service

208-762-5800
1860 W. Hayden Avenue, Hayden, ID
83835
email: gracetreesevice@frontier.com
website: www.gracetreesevice.com

Greenleaf Landscaping

509-536-2885
PO Box 13411, Spokane, WA 99213
email: admin@greenleafwa.com
website: www.greenleafwa.com

Jacobson Tree Service

208-765-6721
PO Box 159, Coeur d'Alene, ID 83816
email: danjacobson@roadrunner.com

Northwest Plant Health Care A Division of Bartlett Tree Experts

208-687-2884, 509-892-0110
11120 E Empire Ave #3
Spokane Valley, WA 99206
email: spokaneoffice@bartlett.com
website: www.bartlett.com

Out on a Limb Tree Service

208-582-2330
PO BOX 610, Plummer, ID 83851
email: outonalimbidaho@gmail.com
website: www.outonalimbidaho.com

RootsUp Plant Health Care

208-967-0428
PO BOX 305
Post Falls, ID 83877
email: gwhite@rootsup-phc.com
website: https://rootsup-phc.com

Scotty's Tree & Landscape Service

509-385-6420
921 E Gilbert Ave, Coeur d'Alene, ID 83815
email: climberman@frontier.com

Senske Lawn & Tree Care

208-772-0922
10269 N. Taryne, Hayden, ID 83835
website: www.senske.com



Specialty Tree Services, Inc

208-667-2128
PO Box 1373, Coeur d'Alene, ID 83816
email: ken@specialtytree.com
website: www.specialtytree.com

Sun Valley Tree Service

208-687-2400
PO Box 585, Coeur d'Alene, ID 83816
email: paul@sunvalleytreeservice.com
website: www.sunvalleytreeservice.com

#5
Opinion of Oak tree condition: Park drive lot 9, Coeur d'Alene, ID

Ken Roberge <ken.roberge8733@gmail.com>

From: Ken Roberge Sent: Sunday, January 6, 2019 9:30 AM

To: angelofmercy2@gmail.com

Subject: Opinion of Oak tree condition: Park drive lot 9, Coeur d'Alene, ID

Roger and Joanne Wing
728 E Sherman Ave Apt 204
Coeur d'Alene, ID 83814

Upon reviewing the oak tree at the noted address, I noticed multiple exterior cracks on the main trunk which were oozing a dark liquid. Further study of the size and structure of the tree along with years of experience suggested that the tree was structurally hazardous.

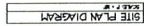
Since a home was going to be built in close proximity to tree, I recommended the tree be removed for safety reasons.

Upon removal, the interior cross section of the tree verified this diagnosis. This section looked like a radial "spider web" design from the center to the exterior of the trunk.

Please let me know if I can be of further assistance on this matter.

Ken Roberge
Specialty Tree Services
ISA Certified Arborist RM-0194A

1



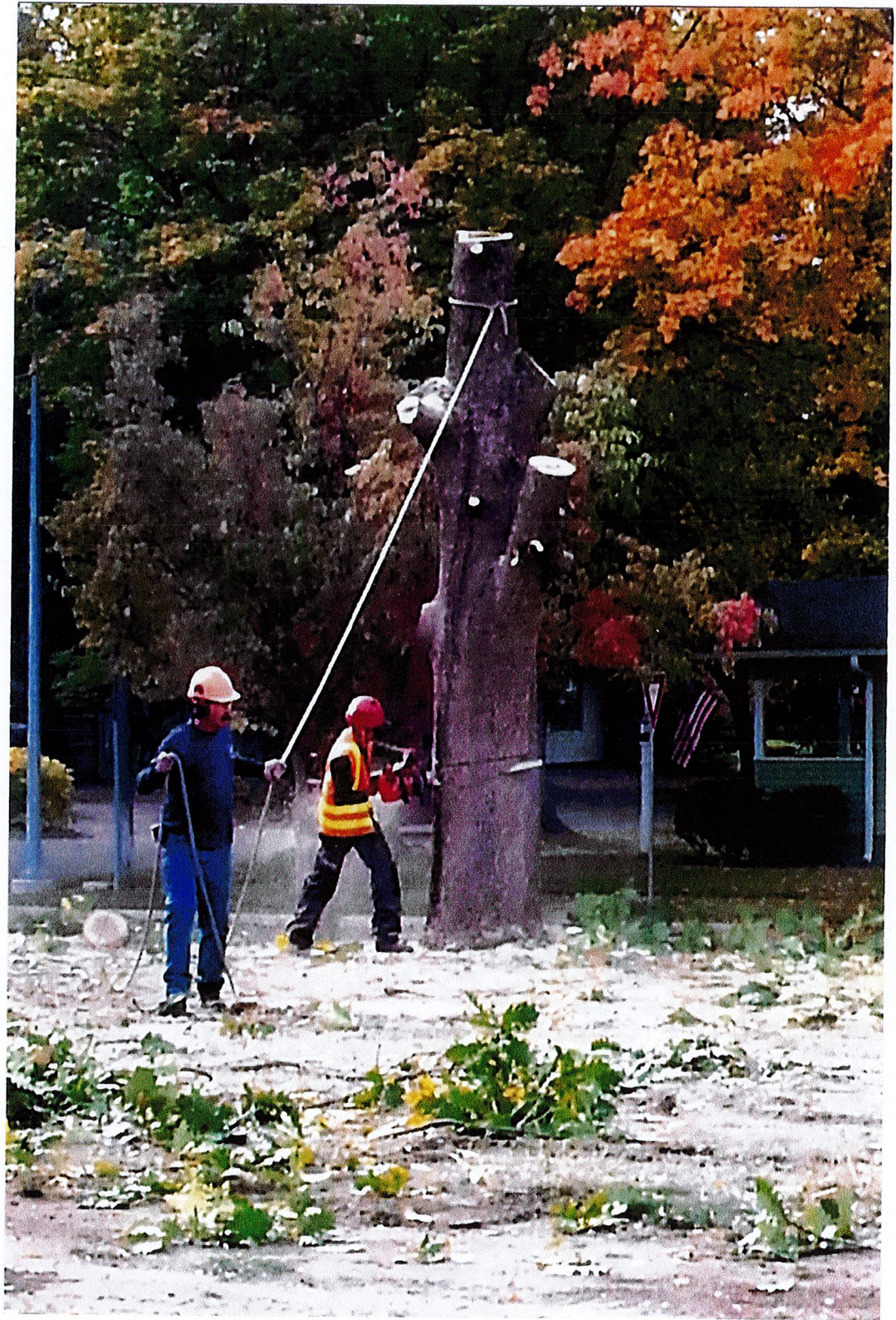
No.	Date	Revisions
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10















No.	Date	Revisions
-	-	-
-	-	-
-	-	-

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: January 22, 2019
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Agreement for Professional Engineering Services with J-U-B Engineers, Inc.

=====

DECISION POINT:

The Wastewater (WW) Utility recommends that Council approve and authorize for signature an agreement with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for the 2019 Wastewater Collection System Capital Improvement Projects (CIP) at a cost of \$249,000.00.

HISTORY:

Each year, the WW Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewerage collection infrastructure. At the top of this year's list is nearly 1800 LF of 24" interceptor pipe requiring CIPP lining. Recently added to this year's R&R projects is the immediate retrofit of the Fernan Pump Station.

In following Idaho Statute Title 67, last fall, the WW Utility solicited local firms for Professional Engineering Services through an RFP process. On November 28, 2018, J-U-B Engineers, Inc. was ultimately vetted.

FINANCIAL ANALYSIS:

The following table summarizes this year's CIP Task cost breakdown:

2019 Wastewater Collection System CIP Tasks:

Task 000 – Project Administration/Meetings:	\$ 11,800.00
Task 100 – Trenchless Rehabilitation Projects (CIPP):	\$ 54,400.00
Task 200 – Open Trench Replacement Projects:	\$ 21,200.00
Task 400 – Capital Improvement Project (Fernan PS):	\$ 101,600.00
Task 500 – Reserve Management Fund:	\$ 50,000.00
Task 800 – M-Interceptor Point Repair:	\$ 10,000.00
Total:	\$ 249,000.00

During FY 2019, the WW Utility budgeted \$750,000.00 for completing the aforementioned CIP tasks. A copy of J-U-B's 2019 Agreement for Professional Services is accompanying this staff report.

PERFORMANCE ANALYSIS:

Since 2008, J-U-B has historically demonstrated their commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget and to the WW Utility's satisfaction.

RECOMMENDATION:

To approve and sign the agreement with J-U-B Engineers, Inc. for professional engineering services for tasks associated with the 2019 Wastewater Collection System Capital Improvement Projects at a cost of \$249,000.00.

AGREEMENT
for
PROFESSIONAL SERVICES
between
CITY OF COEUR D'ALENE
and
J-U-B ENGINEERS, INC
for
CITY OF COEUR D'ALENE WASTEWATER UTILITY
2019 WASTEWATER COLLECITON SYSTEM CAPITAL IMPROVEMENT
PROJECTS

THIS AGREEMENT, made and entered into this ____ day of _____, 2019 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, The City has Collection System projects scheduled for Fiscal Year 2018/19 summarized as follows:

- Trenchless Rehabilitation Projects
- Open Trench Replacement Projects
- Capital Improvement Projects
- Management Reserve
- M-Interceptor Point Repair

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

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

Section 1. Definitions. In this agreement:

- A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815.
- C. The term "Mayor" means the mayor of the City of Coeur d'Alene or Mayor's authorized representative.
- D. The term "Fixed Fee" shall mean compensation based on the cost breakdown as shown in Attachment B – Fee Breakdown.

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

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

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by September 30, 2019.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Two Hundred Forty-Nine Thousand Dollars and NO / 100 (\$249,000.00).

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

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

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

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

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon, after providing Consultant reasonable time to remedy the deficiency, have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant to be performed under this agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

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

Section 13. Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval by the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the

Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

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

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

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.


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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.


Steve Widmyer, Mayor

ATTEST:



STEPHEN P. JAMES, AREA MANAGER
ATTEST:

Renata McLeod, City Clerk



Name / Title
Michelle Cooper

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2019, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

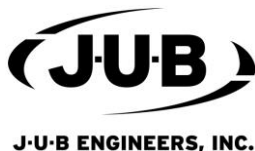
STATE OF Idaho)
) ss.
County of Kootenai)

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Stephen P. James, known to me to be the Area Manager of **J-U-B ENGINEERS, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Michelle M. Loper
Notary Public for Idaho
Residing at Coeur d'Alene
My Commission Expires: October 31, 2022





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

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

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

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

BACKGROUND

This scope of work is for engineering services for the City of Coeur d'Alene Wastewater Department's Collection System Projects resulting from the November 28, 2018 Request for Proposals for Professional Engineering Services. The work includes engineering services for a variety of capital improvement rehabilitation and replacement projects identified in the Department's ongoing asset management program and the 2013 Collection System Master Plan Update.

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

SCOPE OF SERVICES

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

Task 000: Project Administration and Client Meetings

Task 100: Trenchless Rehabilitation Projects

Subtask 001: Design: RR.17 Cured-in-Place Pipe (CIPP) Rehabilitation Project

Subtask 101: Construction Management Services: RR.17 Cured-in-Place Pipe (CIPP) Rehabilitation Project

Task 200: Open Trench Replacement Projects

Subtask 001: Design: Open Trench Point Repairs

Subtask 101: Construction Management Services: Open Trench Point Repairs

Task 300: Inflow and Infiltration Reduction – Reserved ^A

Task 400: Capital Improvement Projects

Subtask 001: Design: Fernan Pump Station Retrofit

Subtask 101: Construction Management Services: Fernan Pump Station Retrofit

Task 500: Management Reserve

Task 600: Reserved ^A

Task 700: Reserved ^A

Task 800: M-Interceptor Point Repair

Subtask 001: Subsurface Void Investigation and Repair

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

TASK 000: PROJECT ADMINISTRATION AND CLIENT MEETINGS

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

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

TASK 100: TRENCHLESS REHABILITATION PROJECTS

SUBTASK 001: DESIGN: RR.17 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT

CLIENT has identified the following project goals for cured-in-place pipe rehabilitation in FY2019:

1. Schedule A: 24-in B-Interceptor (B1-12 to B1-14: 660 LF) – *95% design completed FY18*
2. Schedule B: 24-in B-Interceptor (B1-14 to B1-15 and B1-10 to B1-12: 1110 LF) – *95% design completed FY18*
3. Schedule C: 3,000 to 5,000 LF of 8-in to 15-in diameter (various locations, to be determined)

Concept Design (Schedule C only)

- J-U-B will conduct a kick-off meeting with CLIENT to determine potential reaches for the project.
- J-U-B will prioritize CCTV inspections of reaches previously reviewed by ENGINEER in FY2018 (approximately 13,800 LF) to confirm suitability for CIPP rehabilitation.
- J-U-B will develop CIPP rehabilitation schedules for reaches identified to be rehabilitated - maximum of 5,000 LF. Wastewater Utility will identify approximately 3,000 to 5,000 LF of sewer mains for inclusion in the CIPP project.
- J-U-B will integrate proposed reaches into GIS and develop concept exhibits for review. Recommended open trench point repairs necessary to be completed prior to CIPP rehabilitation will be prioritized and implemented under Task 200 – Subtask 001 Open Trench Point Repair Design.
- J-U-B will prepare a preliminary opinion of probable cost based on historical average construction costs (on a per foot basis), adjusted for project construction year per the Construction Cost Index with 20% construction contingency.
- J-U-B will review concept exhibits, lateral schedules, prioritization, recommended point repairs, and concept opinions of probable cost with the Wastewater Utility. If additional reaches are identified later during the project, reviewing CCTV inspection videos, modifying the exhibits, schedules, prioritization, etc. will be completed as an Additional Service.

Final Design (Schedules A, B & C)

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

SUBTASK 101: CONSTRUCTION MANAGEMENT SERVICES: RR.17 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT

Construction is expected to begin in late Summer/ early Fall 2019 and be finished late Fall 2019.

- J-U-B will prepare a Request for Statements of Qualifications (SOQs) for CLIENT's use in advertising the project for contractor pre-qualification per Idaho Category B bidding laws. The SOQ will be distributed to plan holders in electronic format on CLIENT's plan distribution website (www.cityofcdaplanroom.com).
- J-U-B will assist CLIENT to notify potential bidders of the project, respond to bidders' questions during the pre-qualification phase, and prepare and issue addenda as required to modify the request for SOQs.
- J-U-B will review SOQs as received, prepare SOQ summaries, review SOQs for general responsiveness, and issue a summary to the CLIENT and CLIENT's legal counsel for review and evaluation of SOQ responsiveness.
- J-U-B will prepare a Notice for Bids for CLIENT's use in soliciting competitive bids from pre-qualified contractors in accordance with state of Idaho code.
- J-U-B will respond to bidders' questions during the bidding phase, and prepare and issue addenda as required to modify the Bidding Documents.
- J-U-B will conduct one pre-bid meeting at CLIENT's office.
- J-U-B will assist in bid opening, review bids as received, prepare bid summaries, review bids for general responsiveness, and issue a summary to CLIENT and CLIENT legal counsel for review and evaluation of bid responsiveness.
- As directed by CLIENT, J-U-B will prepare a Notice of Award, draft Agreement, and Notice to Proceed for review, approval, distribution and execution by CLIENT and the successful bidder.
- J-U-B will coordinate and attend regular construction meetings and prepare an agenda and list of construction items to be addressed.
- J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment 1. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
- J-U-B will provide one electronic copy of as-built rehabilitation schedules for CLIENT's records.

TASK 200: OPEN TRENCH REPLACEMENT PROJECTS

SUBTASK 001: OPEN TRENCH POINT REPAIR DESIGN

Open trench point repairs may be needed prior to completing CIPP rehabilitation in FY2019 or to remedy existing deficiencies in the system. The number and locations of point repairs are unknown, but approximately 5-10 point repairs are estimated for the purposes of preparing this scope. Point repairs may include items such as replacing "lamp hole" cleanouts with standard manhole structures, replacing short segments of pipe to repair a break, offset joint, or diameter change.

- J-U-B will provide engineering services to identify location, type, and number of point repairs based on reviews of CCTV inspection videos completed by J-U-B in FY2018 and to repair the existing sanitary sewer in its approximate existing alignment and grade. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
- It is not anticipated that topographic survey will be required for design and construction of point repairs. However, if it is discovered during the design phase that topographical survey will be necessary, J-U-B will provide these services as requested by CLIENT and authorized under Task 500 Management Reserve.
- J-U-B will collect, document, and review existing conditions as identified at the surface and through CCTV inspections (provided by CLIENT), and identify potential construction conflicts based on utilities as marked by others.
- J-U-B will prepare vicinity maps and exhibits using aerial photography provided by CLIENT, CLIENT's geographical information system data, and annotated site photos to document the location and extents of each point repair, relevant detail drawings, and reference to applicable City engineering standard details.
- J-U-B will prepare an opinion of probable cost based on historical average construction costs (on a per each basis), adjusted for construction year prices per the Construction Cost Index with 20% construction contingency.

- J-U-B will prepare project specifications based on the 2015 ISPWC technical specifications (as adopted and modified within the City standards), and supplemental technical specifications as required for the project.
- If the following items are requested, the work will be completed as Additional Services: preparation of separate bid schedules or additive alternates; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
- J-U-B will provide 5 printed sets of the Bidding Documents, including vicinity maps, exhibits, bid forms, contract forms, and technical specifications, for distribution to CLIENT departments, regulatory agencies, plan agencies, affected utilities, and interested bidders.

SUBTASK 101: CONSTRUCTION MANAGEMENT SERVICES: OPEN TRENCH POINT REPAIR

It is assumed that the project construction cost will be less than \$200,000 and that three or more quotes will be solicited under the provisions of Idaho Code 67-2805(1). J-U-B will assist CLIENT with soliciting three or more quotes from licensed public works contractors, review and summarize the bids, and assist CLIENT with contract award.

- J-U-B will prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
- J-U-B will perform construction support as noted in “J-U-B Standard Exhibit A – Construction Phase Services”, attached. Project duration and commitments are further defined in Attachment 1. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
- J-U-B will provide electronic copy record drawings for CLIENT records.

TASK 300: INFLOW AND INFILTRATION REDUCTION

This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2018, no work is anticipated for this task in FY2019 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service.

TASK 400: CAPITAL IMPROVEMENT PROJECTS

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

SUBTASK 001: DESIGN: FERNAN PUMP STATION RETROFIT

CLIENT has identified upgrading the Fernan Pump Station as a project goal for FY2019. The existing pump station consists of two 10-hp, FVNR, 200 gpm dry-pit pumps installed in 1992. The pumps are in a buried vault which requires confined space entry procedures for routine maintenance access. The existing wet well is a 12-ft diameter pre-cast concrete structure. CLIENT desires to retrofit the pump station with the following potential improvements: demolish dry-pit pump vault and unused yard piping and valves, add two new submersible pumps in the wet well, add a new precast valve vault with access hatch, pressure transducer and backup float level control, relocate electrical control panel away from Fernan Lake Road, retain existing calcium nitrate solution delivery system for odor control, gas-fired standby power generator, fenced site perimeter, yard hydrant with backflow prevention, asphalt surface repair, storm water drainage, tree removal, and wet well coating rehabilitation.

Note: The pump station retrofit work described herein is anticipated to be a replacement project only and not a material modification as defined in IDAPA 58.01.16-010.35. If IDEQ deems the project to constitute a material modification or if the project scope changes to constitute a material modification, J-U-B may, with CLIENT’s authorization, provide additional services to prepare deliverables (e.g. Preliminary Engineering Report, Operations and Maintenance Manual) for IDEQ review and approval.

Concept Design

- J-U-B will conduct a kick-off meeting with CLIENT to review potential solutions for the project.
- J-U-B will collect topographic survey of the site, and adjacent street frontage to roadway centerline.

- J-U-B will prepare a Record of Survey of the parcel on which the pump station resides for CLIENT's use in procuring property easement or ownership. Record of Survey will include researching property boundary information, conducting a field survey, locating or installing property corner monuments, and preparing a Record of Survey drawing signed by a licensed Professional Land Surveyor. Research and survey of public right-of-way, easements, and other parcels is not anticipated and may be provided as an additional service with CLIENT's authorization.
- J-U-B will review the desired pumping capacity with CLIENT and determine the pump size that can be installed by connecting to the existing facilities without making major piping, structural, or electrical modifications.
- J-U-B will evaluate CLIENT's preferred pump alternative to meet the desired capacity and identify required piping and electrical improvements. J-U-B will review CLIENT's preferred pump manufacturer and coordinate with the equipment supplier to coordinate pump specifications and selection.
- J-U-B will develop one preliminary pump, piping, and valve vault arrangement for retrofitting new submersible pumps in the existing wet well.
- J-U-B will develop preliminary site improvement drawings for the replacement of the existing lift station, including asphalt surface repair, perimeter fencing, and stormwater drainage disposal with on-site infiltration swale or connection to existing nearby storm drainage infrastructure.)
- J-U-B will evaluate protective or rehabilitation coatings for the wet-well. It is assumed that two manufacturers or coating products will be considered.
- J-U-B will develop a potential construction phasing sequence and bypass pumping options for commissioning the new pumps and electrical system and decommissioning the existing facilities.
- Preliminary design will include a recommendation to CLIENT on the pump, piping configuration, rehabilitation for wet pit, electrical improvements, and a preliminary opinion of probable cost.
- CITY will provide access as needed to clarify existing conditions.

Final Design

- J-U-B will review the mechanical configuration with CLIENT and will make final edits based on CLIENT review comments.
- J-U-B will develop Bidding Documents suitable for competitive bidding in 2019 based on CLIENT comments. The Contract Documents will be based on the 2015 ISPWC with supplemental technical specifications provided by the CITY.
- J-U-B will conduct internal QC/QA of the Bidding Documents prior to submission of the 95% Review Bidding Documents.
- J-U-B will submit CLIENT Review Bidding Documents for review by CLIENT and CLIENT's legal counsel.
- J-U-B will incorporate CLIENT comments and develop final Bidding Documents.
- J-U-B will provide the following deliverables:
 - Final Bidding Documents for use in competitively bidding the project in the following forms and number:
 - CLIENT – 3 hard copies; 1 electronic copy
 - Potential Bidders – distribution electronically through CLIENT's Plan Room (electronic bidding website: www.citycdaplanroom.com)
 - Engineer's opinion of probable cost based on the final Bidding Documents.

SUBTASK 101: CONSTRUCTION MANAGEMENT SERVICES: FERNAN PUMP STATION RETROFIT

- J-U-B will prepare an Advertisement for Bids for CLIENT's use in soliciting competitive bids. CLIENT will advertise the project in its paper of record.
- J-U-B will respond to bidders' questions during the bidding phase and prepare and issue addenda as required to modify the Bidding Documents.
- J-U-B will conduct one pre-bid meeting for the project at the CLIENT's Wastewater office.
- J-U-B will assist in bid opening at City Hall, review bids for general responsiveness, prepare bid summaries, and issue a summary to CLIENT and CLIENT legal counsel for review and evaluation of bid responsiveness.

- J-U-B will prepare (as directed by CLIENT) a Notice of Award, draft Agreement, and Notice to Proceed for review, approval, and distribution by CLIENT.
- J-U-B will conduct one pre-construction conference with CLIENT and Contractor.
- J-U-B will interpret the specifications and drawings during construction in accordance with the terms of the ISPWC General Conditions.
- J-U-B will provide support for the construction contract as provided in the ISPWC General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- J-U-B will review contractor progress and pay requests and prepare recommendations to CLIENT.
- J-U-B will provide part-time construction observation (up to one day per week for four weeks) as listed in the Basis of Fee and as noted in "Exhibit A – Construction Phase Services." Coordination with the Contractor during start-up and performance demonstration shall be conducted during normal construction observation site visits.
- J-U-B will develop a tentative list of items to complete the Contractor's work.
- J-U-B will review final quantities and pay request from the Contractor and submit final payment recommendations for approval.
- J-U-B will provide three hard copies and one electronic copy of record drawings for CLIENT's records.

TASK 500: MANAGEMENT RESERVE

The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:

- Additional public meetings or outreach as requested by CLIENT.
- Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
- Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
- Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
- Perform detailed manhole condition assessment, testing, and/or structural evaluation.
- Prepare exhibits and descriptions for CLIENT's use in acquiring easements for open trench point repair locations.
- Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
- Review product substitution requests submitted by the Contractor.
- Perform structural evaluation or design for modifications to the pump station wet well.
- Update CLIENT's geographical information system (GIS) database.
- Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.
- Assist CLIENT with obtaining an encroachment permit from Eastside Highway District.
- Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
- Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
- Assist the CLIENT with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during design or construction (other than as identified in the preceding tasks).

- Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
- Perform flow monitoring to supplement previously obtained data.
- Additional meetings or public outreach as requested by CLIENT.
- Assist with Open Trench Point repairs Design, Bidding, and Construction as requested by CLIENT.

And other additional services specifically requested by CLIENT.

TASK 700: RESERVED

TASK 800: M-INTERCEPTOR POINT REPAIR

The M-Interceptor was identified as needing rehabilitation due to deterioration caused by hydrogen sulfide corrosion and was prioritized for the FY2017/18 CIPP project. In anticipation of the FY2017/18 CIPP project, CLIENT performed condition assessment using CCTV inspection in summer 2017. During the course of the inspection, CLIENT identified a hole in the top of the 30-in diameter reinforced concrete pipe approximately 6-ft downstream of manhole M1-09 (located in the intersection of 8th St and Pine Ave.) Two overnight operations with the CLIENT and local contractor showed the hole appeared to be covered with wood timbers and planks, thought to be remnants of cribbing used during the course of construction (estimated circa 1940). The overnight inspections also showed a void space between the crown of the pipe and wood cribbing as far as the lighting would allow the contractor to see. The hole was patched prior to CIPP rehabilitation using Link Pipe Internal Repair Sleeves, and CIPP was successfully completed in Spring of 2018. The void space identified during the Link Pipe installation and overnight inspection was not addressed in FY2017/2018 and may lead to settling in the park or roadway.

SUBTASK 001: Subsurface Void Investigation and Repair

Soil Void Detection and Stabilization:

- J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT.
- J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. If geotechnical or other specialized analysis, materials testing, or subsurface exploration is necessary, it will be provided separately if specifically requested by CLIENT and authorized under Task 500: Management Reserve.
- J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of soil stabilization, as determined necessary by CLIENT.

SCHEDULE OF SERVICES

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

Task	Days	Compensation and Type
Task 000: Project Administration and Client Meetings	<i>As needed</i>	\$11,800 T&M ^A
Task 100: Trenchless Rehabilitation Projects		
Subtask 001: Design: RR.17 Cured-in-Place Pipe (CIPP)	60	\$18,000 T&M ^A
Subtask 101: CMS: RR.17 Cured-in-Place Pipe (CIPP)	- ^B	\$36,400 T&M ^{A, B}
Task 200: Open Trench Replacement Projects		
Subtask 001: Design: Open Trench Point Repair	60	\$7,600 T&M ^A
Subtask 101: CMS: Open Trench Point Repair	- ^B	\$13,600 T&M ^{A, B}
Task 300: Inflow and Infiltration Reduction		<i>Reserved</i>
Task 400: Capital Improvement Projects		
Subtask 001: Design: Fernan Pump Station Retrofit	75	\$53,800 T&M ^A
Subtask 101: CMS: Fernan Pump Station Retrofit	- ^B	\$47,800 T&M ^{A, B}
Task 500: Management Reserve	<i>As requested</i>	\$50,000 T&M ^A
Task 600: GIS Services – under separate contract		
Task 700: Master Plan Updates – under separate contract FY2018/19		<i>Reserved</i>
Task 800: M-Interceptor Point Repair		
Subtask 001: Subsurface Void Investigation and Repair	- ^B	\$10,000 T&M ^{A, B}

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

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

BASIS OF FEE

TASK			Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Subtask Total
000 PROJECT ADMINISTRATION AND CLIENT MEETINGS															
	-001	PROJECT ADMINISTRATION													\$11,800
		Task management; status updates; invoices		48									15		
		Monthly Meetings with CITY (as requested)		24											
100 TRENCHLESS REHABILITATION PROJECTS															
	-001	DESIGN: RR.17 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT													\$18,000
		Schedule A: 24" B-Interceptor (B1-12 to B1-14, 660 LF)	95% design completed FY17-18												
		Schedule B: 24" B-Interceptor (B1-14 to B1-15 and B1-10 to B1-12, 1110 LF)	95% design completed FY17-18												
		Schedule C: Various locations TBD, 3,000-5,000 LF, 8"-15" dia.													
		Concept Design (Schedule C only)													
		Kick-off meeting		2		4							1		
		Finalize reach prioritization based on condition scores		4		6									
		Rehab schedules		2		12							2		
		Vicinity maps		1		4									
		Project specifications and bid schedules		2		4							4		
		Opinion of Probable Cost		1		2									
		QC/QA review and incorporate comments	1	2		8	2						4		
		Review Mtg with CITY		2		4							1		
		Final Design (Schedules A, B and C)													
		Rehab schedules		2		10							2		
		Vicinity maps		2		6						4			
		Project specifications and bid schedules		2		10							5		
		Opinion of Probable Cost		2		6									
		QC/QA review and incorporate comments	1	4		8	4						2		
		Review Mtg with CITY		2		4									
		Final Plans and Bid Documents (5 copies)		2		8							6	\$100	
	-101	CONSTRUCTION MANAGEMENT SERVICES: RR.17 CURED-IN-PLACE PIPE (CIPP) REHABILITATION PROJECT													\$36,400
		Bidder Pre-Qualification													
		Update 2018 pre-qualification documents for use in 2019		1		2							2		
		Review with City and City's legal counsel		1		2									
		Assist with pre-qualification advertising		1		2									
		Review pre-qualification responses and summarize for City		2		4							4		
		Bid and Award													
		Bid advertisement/contractor coordination		2		2							2		
		Pre-bid meeting		2		4							2		
		Bid management (questions and addenda)		4		8							4		
		Bid opening and contract award		2		4							2		
		Construction Phase													
		Pre-construction meeting		2		4					4		2		
		Submittal review		6		14							2		
		Construction Management (7 weeks of project activity)	2	8		40									
		Construction Observation (4 hrs/day, 5 weeks)									100			\$500	
		Final video review and punchlist		4		8					20		4		
		Application for Payment (3 total)		4		8					2		6		
		Post-Construction Phase													
		Project records, as-built rehab schedules & vicinity maps		2		16						8	8		

BASIS OF FEE

TASK			Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Subtask Total
		Integrate record drawings into GIS	under a separate contract for yearly GIS support												
		Record drawings and project closeout		2		4						6	2	\$600	
200	OPEN TRENCH REPLACEMENT PROJECTS														
	-001	DESIGN: OPEN TRENCH POINT REPAIR DESIGN	Assumes 5-10 point repairs												\$7,600
		Kick-off meeting		2		4							2		
		Field assess and prioritize point repairs		4		8									
		Prepare exhibits and specifications for City's review		2		12						16			
		Cost opinion		1		4									
		Review meeting with CITY		2		4						2	1	\$50	
		Incorporate City comments and prepare bidding documents		2		4							4		
	-101	CONSTRUCTION MANAGEMENT SERVICES: OPEN TRENCH POINT REPAIR	Assumes 5-10 point repairs												\$13,600
		Solicit 3 or more bids (assumes <\$200k bid solicitation per I.C. 67-2805(2))		2		4							4	\$50	
		Review and summarize bid results; Assist contract award		2		4							4		
		Pre-construction meeting		2		4							2	\$50	
		Submittal review		1		4									
		Construction Management (2 weeks of construction)	1	4		10								\$50	
		Construction Observation (4 hrs/day, 2 weeks)									40			\$150	
		Pay requests (2 total)		2		4							4		
		Final walkthrough and punchlist follow-up		2		2					6				
		Record drawings and project closeout		2		6					2	8	2		
300	INFLOW AND IDENTIFICATION REDUCTION														
	-001	INFLOW AND IDENTIFICATION REDUCTION	Reserved												
400	CAPITAL IMPROVEMENT PROJECTS														
	-001	DESIGN: FERNAN PUMP STATION RETROFIT													\$53,800
		Concept Design													
		Kick-off meeting		2		4									
		Topographic survey		1		4		4	10	8		8			
		Record of Survey (to assist with City's property or easement procurement)		1		2		8	12	8			2		
		Hydraulic analysis, pump capacity		2		8									
		Obtain pump quotes from Vendors (assume 1 mfg)		1		4									
		Site Civil, Demolition		1	4	6						10			
		Wet well rehabilitation options (2 coating products)		2		6									
		Mechanical plan, section and details		2		10						24			
		Construction Sequence & Bypass Pumping Alternatives		2		6						2			
		Coordinate with Electrical subconsultant		4		4						2		\$3,200	
		Opinion of Probable Cost		2		4									
		Specifications		6		24							12	\$50	
		QC/QA review	1	1			4								
		Review meeting with CITY		2		4									
		Final Design													
		Finalize pump selection		2		6									
		Site Civil, Demolition		2	4	6						24			
		Mechanical plan, section and details		2		8						16			
		Coordinate with Electrical subconsultant		2		4								\$10,160	
		Opinion of Probable Cost		1		2									
		Specifications		8		12							6		

TASK			Principal	Project Manager	Project Engineer	Design Engineer	QC / Tech Adv	Professional Land Surveyor	Survey Crew	Survey Tech	Construction Observation	CAD Design	Clerical	Subconsultants and Expenses	Subtask Total
		QC/QA review	1	1			2								
		Review meeting with CITY		2		4									
		Incorporate City comments		2		8							2		
		Final Plans and Bid Documents (3 copies)		1		1							2		
	-101	CONSTRUCTION MANAGEMENT SERVICES: FERNAN PUMP STATION RETROFIT													\$47,800
		Bid and Award													
		Bid advertisement/contractor coordination		2		2							2		
		Pre-bid meeting		2		4							2		
		Bid management (questions and addenda)		4		8							4		
		Bid opening and contract award		2		4							2		
		Construction Phase													
		Pre-construction meeting		2		4					4		2		
		Submittal review		6		14							2		
		Construction Management (10 weeks of construction)		40		60		2	4						
		Construction Observation (4 hrs/day, 8 weeks)									160				
		Pay requests (3 total)		4		6							4		
		Coordinate with Electrical subconsultant												\$7,000	
		Final walkthrough and punchlist follow-up		2		4					2		6		
		Record drawings and project closeout		2		6						8		\$500	
500		MANAGEMENT RESERVE													
	-001	MANAGEMENT RESERVE	tasks to be determined as requested by CLIENT												\$50,000
600		GIS SERVICES													
		under separate contract	Reserved												
700		RESERVED													
800		M-INTERCEPTOR POINT REPAIR													
	-001	SUBSURFACE VOID INVESTIGATION AND REPAIR													\$10,000
		Assist CITY with evaluating subsurface void detection methods		6		12	4						2		
		Evaluate soil stabilization alternatives (sand grout or similar)		6		12	4								
		Assist CITY with soil stabilization planning (CITY to procure contract)		4		10									
		Observe soil stabilization		8		8					8				
BASIS OF FEE SUMMARY															
									TASK 000 - PROJECT ADMINISTRATION AND CLIENT MEETINGS						\$11,800
									TASK 100 - TRENCHLESS REHABILITATION PROJECTS						\$54,400
									TASK 200 - OPEN TRENCH REPLACEMENT PROJECTS						\$21,200
									TASK 400 - CAPITAL IMPROVEMENT PROJECTS						\$101,600
									TASK 500 - MANAGEMENT RESERVE						\$50,000
									TASK 800 - M-INTERCEPTOR POINT REPAIR						\$10,000
														TOTAL	\$249,000



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Coeur d'Alene Wastewater Utility

Project: 2019 Wastewater Collection System Capital Improvement Projects

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

Construction Phase

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Yes

<input type="checkbox"/> No | 1. <i>General Administration of the Contract Documents.</i> 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. |
| <input checked="" type="checkbox"/> Yes

<input type="checkbox"/> No | 2. <i>Pre-Construction Conference.</i> 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
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:

- | | | |
|---|----|---|
| <input type="checkbox"/> Yes | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| <input checked="" type="checkbox"/> No | | |
|
<input type="checkbox"/> Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
|
<input checked="" type="checkbox"/> No | | |
|
<input type="checkbox"/> Yes | 3. | <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
|
<input checked="" type="checkbox"/> No | | |
|
<input type="checkbox"/> Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
|
<input checked="" type="checkbox"/> No | | |
|
<input checked="" type="checkbox"/> Yes | 5. | <i>Defective Work.</i> 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. |
|
<input type="checkbox"/> No | | |
|
<input checked="" type="checkbox"/> Yes | 6. | <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
|
<input type="checkbox"/> No | | |
|
<input checked="" type="checkbox"/> Yes | 7. | <i>Record Drawings.</i> 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. |
|
<input type="checkbox"/> No | | |
|
<input checked="" type="checkbox"/> Yes | 8. | <i>Warranty Inspection.</i> 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. |
|
<input type="checkbox"/> No | | |
|
<input checked="" type="checkbox"/> Yes | 9. | <i>Additional Tasks.</i> 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. |
|
<input type="checkbox"/> 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.