



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, Gookin & English
September 12, 2016, 4:00 p.m.
AGENDA

- Item 1 Government Way – Amendment #1 for Additional Professional Engineering Services with Welch Comer & Associates, Inc. – Mike Becker
- Item 2 Ironwood – US 95 Intersection Improvements (Res. 15-058) – Amendment #3 for Additional Professional Engineering Services with J-U-B Engineers, Inc. – Mike Becker
- Item 3 Professional Engineering Services Agreement – Lake City Engineering – Mike Becker

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: September 12, 2016
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Government Way - Amendment #1 for Additional Professional Engineering Services with Welch Comer & Associates, Inc.

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DECISION POINT:

Council is requested to authorize staff to sign Agreement Amendment #1 with Welch Comer & Associates, Inc. (WC) 350 E. Kathleen Ave. Coeur d'Alene, ID 83814, for additional professional engineering services for the Government Way Project at an additional cost of \$15,000.

HISTORY:

WC is presently under contract to provide Professional Engineering Services for the roadway improvements on Government Way between Prairie Ave. & Hanley Ave, cross roads and Aqua Circle. With the departure of the City Engineer, Staff asked WC to pick up some of the Critical Path Items to keep the project moving forward as to not lose the Project's Grant funding. This added work was not included within the original WC scope of work.

FINANCIAL ANALYSIS:

With the approval of Amendment #1, funds will be transferred from impact fees to the Project Account #023-093-4499-7910 to cover the costs associated with the added work scope.

PERFORMANCE ANALYSIS:

Per Staff's request, WC has already assisted the City in Right-of-Way (ROW) and easement acquisition and moving forward with the Utility Agreement between AVISTA, Dalton Water Association (DWA), Frontier, etc. This Utility Agreement is required to satisfy ITD's Form 1983 Conditional ROW Certification ensuring all ROW is nearly secured including utilities for this project. This is one of the final pieces to ensure grant appropriations towards this project is completed this FY.

WC is coordinating sign removal on both sides of Government Way as well as coordination with Frontier Communications on overhead utility relocation and Avista Utilities on a major steel gas line installation within the project limits.

Amendment #1 is a Time and Materials agreement not to exceed \$15,000.

RECOMMENDATION:

Council is requested to authorize staff to sign Agreement Amendment #1 with Welch Comer & Associates, Inc. (WC) 350 E. Kathleen Ave. Coeur d'Alene, ID 83814, for additional professional engineering services for the Government Way Project at an additional cost of up to \$15,000.

Amendment #1 for Additional Professional Services with
Welch Comer & Associates, Inc.
to Follow

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: September 12, 2016
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Ironwood - US 95 Intersection Improvements (Res 15-058) - Amendment #3 for Additional Professional Engineering Services with J-U-B Engineers, Inc.

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DECISION POINT:

Council is requested to authorize staff to sign Agreement Amendment #3 with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for additional professional engineering services for the Ironwood - US 95 Intersection Improvements at an additional cost of \$10,000.00.

HISTORY:

JUB is presently under contract to provide Professional Engineering Services for the roadway improvements at the Ironwood – 95 (Lincoln) and Emma and 95 (Lincoln) intersections. With the departure of the City Engineer, Staff asked J-U-B Engineers, to pick up some of the Critical Path Items to keep the project moving forward as to not lose the Project's Grant funding. This added work was not included in the original scope of work.

FINANCIAL ANALYSIS:

With the approval of Amendment #3, funds will be transferred from impact fees to the Project Account #023-122-4496-7900 to cover the costs associated with the added work scope.

PERFORMANCE ANALYSIS:

Per Staff's request, J-U-B has assisted the City in Right-of-Way (ROW) and easement acquisition, complete ITD form 1983 and prepare an Amendment to the City's, ITD's, Kootenai Health's existing Cooperative Agreement. Form 1983 is ITD's Conditional ROW Certification ensuring all ROW is nearly secured for this project and considered one of the final pieces to ensure grant appropriations towards this project. The amendment to the existing Cooperative Agreement will reflect the addition of the Emma Signal and budget changes.

Amendment #3 is a Time and Materials agreement not to exceed \$10,000.00.

RECOMMENDATION:

Council is requested to authorize staff to sign Agreement Amendment #3 with J-U-B Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for additional professional engineering services for the Ironwood - US 95 Intersection Improvements at an additional cost of \$10,000.00.

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

Attachment 1 – Scope of Services

City of Coeur d’Alene, Idaho
Scope of Services
US-95, Ironwood Intersection, CDA,
ITD Key No. 19509

Background

Ironwood Drive and US-95 is a major intersection and gateway to the medical corridor that has developed west of US-95 on Ironwood Drive over the last several decades. This intersection currently experiences high levels of delay and a high volume of crashes. A study was performed of the area around the Kootenai Health medical campus to analyze current traffic conditions, future anticipated traffic conditions, and safety in and around the intersection. That study contained recommended design improvements to increase mobility and safety and to promote economic growth. Recommended improvements include new lane configurations, additional lanes where warranted, and improvements to the signal timing. This design project will prepare the construction plans and specifications for the recommended improvements. The project will include stormwater revisions, bike lanes, utility relocations, and right-of-way determination/acquisition.

Recommended Improvements and Project Description

The Ironwood Drive portion of the project generally begins 700 feet west of US-95 on Ironwood Drive and terminates 700 feet east of US-95 on Ironwood Drive. Planned design elements for Ironwood Drive at the intersection of US-95 include additional approach lanes; lane reconfiguration; signal replacement; and signal timing reconfiguration or recommendations. It also includes associated items such as utility relocation; new curb, gutter, and sidewalk; pavement restoration; and pedestrian (ADA) features. Improvements to US-95 approach legs will be only those required to accommodate and tie into revisions to Ironwood Drive.

In addition to the Ironwood Drive intersection improvements initiated by the transportation master plan for the Kootenai Health Campus, the US-95 and Emma Avenue signalization was part of the master plan. J-U-B ENGINEERS, Inc. (J-U-B) worked with Kootenai Health, Parkwood properties and the City to prepare a document and funding request to the Idaho Transportation Department (ITD) describing the need and background of the Emma Signal as determined in the transportation plan and the safety and mobility benefits of installing a signal at US-95 and Emma Avenue in Coeur d’Alene. This intersection has recently secured funding through ITD that expanded the ITD KN 19509 US-95, Ironwood Intersection project to include the intersection of US-95 and Emma Avenue. This intersection improvement construction project is funded by ITD.

Recommended improvements include a new signal, new lane configurations adding left turn lanes on Emma, widening on the westbound approach (north side only), and new pavement markings per the

exhibit submitted with the funding request, changing the two-way-left-turn lane on US-95 into left turn bays at Emma. This design project will prepare the ITD formatted construction plans and specifications for the recommended improvements and will include, identification of potential utility relocations, and right of way determination. Per the Cooperation Agreement, the City and Kootenai Health are funding the design and right-of-way acquisition. ITD is funding construction up to \$1,650,000.00 and the City and Kootenai Health are to fund the construction overage.

J-U-B ENGINEERS, Inc. is currently contracted with the City of Coeur d'Alene to prepare concept design, (30% design review), preliminary design (60% design review), final design (95% design review) and 100% bid package preparation (ITD formatted) PS&E package including plans, specifications and an engineer's opinion of cost, for both the Ironwood and Emma projects. The City, ITD, Kootenai Health, and Parkwood Properties are part of the review team and provided design review comments at the 30%, 60% and 95% phases of this project design. The final (100% ITD formatted) PS&E package including plans, specifications and an engineer's opinion of cost have been submitted to ITD and the construction of the project is tentatively scheduled for 2017 Construction Season. The project will be advertised and construction will be administered by ITD.

Per the City of Coeur d'Alene, ITD, and the Kootenai Health Cooperative Agreement, the City is to manage the right-of-way (ROW) process and obtain all ROW and easements required. The City was also to complete the ITD 1983 Form when the ROW acquisition and utility agreement were complete. The Total Ownership Maps or ROW plans will be provided by J-U-B. As a result of staff changes, the City is requesting J-U-B's assistance with ROW and easement acquisition, completion of the ITD 1983 Form, and preparation of an addendum to the City, ITD, Kootenai Health Cooperative Agreement to reflect the addition of the Emma Signal and budget changes all of which is outlined in the Scope of Work below:

Scope of Work

1. Project Administration

1.1 Monthly Invoices. Monthly invoices will be prepared to summarize work completed for each invoice period. The duration of the design for this Project is anticipated to be approximately three (3) months. Monthly project summaries will be provided to highlight work completed and the upcoming schedule for each time period.

1.2 Project Meetings. Project meetings will be conducted with the City staff on a bi weekly basis (two per month) basis to seek input and provide updates on the status of the project.

2. Right-of-Way and Easement Acquisition

2.1 Research, assemble and review previously prepared appraisals, deeds, and easements for seven (7) properties

2.2 Coordinate and meet with seven (7) properties owners to review deed and easement approval status.

2.3 Prepare Final Deed and Easement offers for two different property owners, and submit to owners. On behalf of the City negotiate the final purchase of the ROW and easements. (Five deed and easement packages have been prepared.)

2.4 Coordinate with City Staff, ITD and Kootenai Health project partners as needed.

2.5 Complete ITD Form 1983 as a conditional ROW certification and submit to City and ITD during ROW acquisition, and update the form and submit again as a final document at the end of right of acquisition.

3. Cooperative Agreement Amendment

3.1 Prepare addendum for the City, ITD, and Kootenai Health Cooperative Agreement to reflect the addition of the Emma Signal and budget changes.

3.1 Coordinate with the City, ITD and Kootenai Health representatives as needed to complete addendum to the Cooperative Agreement.

4. City/ITD Obligation funds.

4.1 Coordinate with ITD and City regarding the need to prepare and submit the City check in the amount of \$95,204.30 as the City's obligation funds for the project.

Basis of Fee

J-U-B shall provide services in connection with the terms and conditions of this Agreement and the CLIENT shall compensate the ENGINEER therefore as follows:

Task 1-4 Time and Materials Estimate	\$10,000
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Schedule

The team's goal is to have the ITD Form Right-of-Way Certification completed and City Obligation Funds submitted by Wednesday, August 31, 2016; the Amendment to the Cooperative Agreement completed by September 30, 2016; and the Right of Acquisition documents completed by November 30, 2016.

Additional Services

At this time, no services are anticipated to assist appraisers, City legal staff, or land acquisition specialists in condemnation proceeding for the seven parcels. Assisting the City or Cooperative Agreement partners with that work would be an additional service and likely require an overall schedule modification.

CITY COUNCIL STAFF REPORT

DATE: September 12, 2016
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Professional Engineering Services Agreement–Lake City Engineering

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DECISION POINT:

The City Council may wish to execute a Professional Services Agreement with Lake City Engineering, Inc. for providing City Professional Engineering and Surveying Services on miscellaneous ongoing projects and on projects when conflicts of interest occur between JUB Engineers and Welch Comer & Associates.

HISTORY:

In compliance with *Idaho Statue 67-2320*, the City established their own guidelines in securing a contract for professional services under \$25,000. Using the same guidelines, Lake City Engineering, Inc. (LCE) was selected. Presently, LCE has other contracts with the City and has demonstrated their qualifications, competence and expertise in the field of Engineering and Surveying as well as their immediate responsiveness and willingness in representing the City in the past. For that reason, Staff authorized LCE to draft a short form Time and Materials (T&M) contract outlining a reasonable and fair price to perform said Professional Services until the City Engineer position is filled or for the remainder of Fiscal Year 2015/2016.

FINANCIAL ANALYSIS:

At this time, it is anticipated that the Total Professional Service Fees will not exceed the total sum of twenty-five thousand dollars (\$25,000). Staff will regulate the distribution of work based on each firm's current workload and availability of staff.

PERFORMANCE ANALYSIS:

The City has already executed contracts with JUB and Welch Comer for City Professional Engineering and Surveying Services. These services include ongoing City projects, Development and Plat Review, Construction Services and other Miscellaneous Engineering and Surveying needs. This contract with LCE will supplement these services as well as cover the costs associated with conflicts of interest matters without delays associated with searching and securing another Firm to represent the City.

Presently, JUB represents Dalton Water Association. This creates a conflict of interest on the Government Way project currently under a Welch Comer Contract. A LCE contract will provide the City with an Idaho Professional Engineer acting on behalf of the City rendering engineering judgement and opinions without time delays associated with searching for another independent Professional Engineer.

RECOMMENDATION:

The City Council may wish to execute a Professional Services Agreement with Lake City Engineering, Inc. for providing City Professional Engineering and Surveying Services on miscellaneous ongoing projects and on projects when conflicts of interest occur between JUB Engineers and Welch Comer & Associates.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

LAKE CITY ENGINEERING, INC.

for

**CITY OF COEUR D'ALENE
2016 CITY ENGINEERING**

THIS AGREEMENT, made and entered into this ___ day of September, 2016, 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 **LAKE CITY ENGINEERING, INC.**, an Idaho corporation, with its principal place of business at 3909 N. Schreiber Way, Suite 4, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

W I T N E S S E T H:

WHEREAS, the City has miscellaneous engineering needs on an ongoing basis for Fiscal Year 2015/2016 summarized as follows:

- QLPE services
- Support to on-going capital projects
- Development Review
- Plat Review
- Construction services
- Miscellaneous services

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 LAKE CITY ENGINEERING, INC. 3909 N. Schreiber Way, Suite 4, 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 immediately following execution of this agreement.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant on a time and materials basis.

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. 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 one million dollars (\$1,000,000.00). 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.

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2016, before me, a Notary Public, personally appeared _____, known to me to be the _____ of **LAKE CITY ENGINEERING, 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.

Notary Public for _____
Residing at _____
My Commission Expires: _____

ATTACHMENT "A"

SCOPE OF SERVICES

SCOPE OF WORK

This Scope of Work covers service on an "on call" basis for ongoing city engineering services, as requested by the City. The expected services include:

- **Task 1: QLPE Services**
 - o On a task by task basis as directed by the City

- **Task 2: Support to On-going Capital Projects**
 - o On a task by task basis as directed by the City

- **Task 3: Development Review**
 - o On a task by task basis as directed by the City

- **Task 4: Plat Review**
 - o On a task by task basis as directed by the City

- **Task 5: Construction Services**
 - o On a task by task basis as directed by the City

- **Task 6: Miscellaneous Services**
 - o On a task by task basis as directed by the City

SCHEDULE

As mutually agreed to per task.

BUDGET

On a time and materials basis estimated at \$24,900 based on the Rate Schedule shown in Attachment "B".

LIMITATIONS

Lake City Engineering, Inc. (LCE) is not acting as an agent, or fiduciary, of the City and therefore shall have no legal authority to bind the City in contract or otherwise. LCE shall act as an independent consultant and warrants that it will meet the standard of care in work performed. To the fullest extent permitted by laws, the City and LCE waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect or consequential damages arising out of, resulting from, or in any way related to the Agreement. Where potential conflicts of interest arise due to on-going work efforts of either party, they will be addressed on a case by case basis to both parties' satisfaction.

Attachment "B"

Lake City Engineering, Inc.
Rate Schedule



<u>Service</u>	<u>Standard Hourly Rate</u>
Principal Engineer	\$145.00
Senior Professional Land Surveyor	\$125.00
Senior Professional Engineer	\$125.00
Project Engineer / Surveyor	\$105.00
Project Manager	\$105.00
Drafting / CAD Technician	\$85.00
Engineering Technician	\$75.00
Clerical / Administrative Assistant	\$60.00
Survey Crew (2-man)	\$175.00

Mileage \$0.54 per mile
(greater than 20 miles)

Reimbursable Expenses Actual cost + 5% handling fee