CITY OF IDAHO CITY

AGENDA

SPECIAL CITY COUNCIL MEETING
Monday, January 15, 2024
9:00 A.M
City Hall, 511 Main Street, Idaho City, ID 83631

Join Zoom Meeting
https://us02web.zoom.us/j/4192717240?pwd=UWJUeHFjdm5GMUliNUhFNkJHaUZ2QT09&omn=88961948151
Meeting ID: 419 271 7240
Passcode: iccouncil

CALL MEETING TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE

I. CONSENT AGENDA

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it is discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

A. APPROVAL OF MINUTES: DECEMBER 27, 2023 ***ACTION ITEM***
B. IDAHO CITY EVENT CHECKLIST: ***ACTION ITEM***
C. BILLS/PAYABLES: DECEMBER 28, 2023 THROUGH JANUARY 10, 2024 ***ACTION ITEM***

II. INSTALLING NEWLY ELECTED OFFICIALS

1. MAYOR TO ADMINISTER OATH OF OFFICE FOR 2 COUNSELORS

III. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. ***ACTION ITEM***

IV. PUBLIC HEARINGS

Items listed as public hearings allow citizen comment on the subject matter before the Council. Residents or visitors wishing to comment upon the item before the Council should follow the procedural steps. In order to testify, individuals must sign up in advance, providing sufficient information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for presentation by the applicant, submission of information from City staff, followed by public testimony. ***ACTION ITEM***

V. ENGINEER'S REPORT

A. Funding Application Document. ***ACTION ITEM***
B. Funding Application Narrative Document. ***ACTION ITEM***
C. Funding Authorization Resolution. ***ACTION ITEM***
D. Engineer Owner Agreement-Water Improvements Project. ***ACTION ITEM***
E. 2023 Wastewater Reuse Report Task Order. ***ACTION ITEM***

VI. ORDINANCES AND RESOLUTIONS

Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. ***ACTION ITEM***

A. RESOLUTION 2024-01 DISPOSITION OF PERSONAL PROPERTY
B. RESOLUTION 2024-02 LEASE FOR CAT 930M WHEEL LOADER

VII. OLD BUSINESS

A. IDAHO CITY FIRE PROTECTION DISTRICT.

VIII. NEW BUSINESS

A. ALCOHOLIC BEVERAGE LICENSE FEES. ***ACTION ITEM***
B. FIVE PROPOSALS FROM PLANNING AND ZONING DISSCUSSION
C. PLANNING AND ZONING REVISED CITY ZONING MATRIX DISSCUSSION

IX. EMPLOYEE UPDATES

A. PUBLIC WORKS
B. LAW ENFORCEMENT
C. CLERK/TREASURER'S OFFICE
    1. BUDGET UPDATES
    2. WATER AND SEWER UPDATES, ***ACTION ITEM***
D. CITY ATTORNEY

X. COUNCIL UPDATES

XI. MAYOR UPDATES

XII. CITIZEN COMMENTS

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. To ensure adequate public notice, Idaho Law provides that any item requiring Council action must be placed on the agenda of an upcoming Council meeting, except for emergency circumstances. Comments related to future public hearings should be held for that public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Persons wishing to speak will have 5 minutes. Comments regarding performance by city employees are inappropriate at this time and should be directed to the mayor, either by subsequent appointment or after tonight's meeting, if time permitting.

XIII. UPCOMING MEETINGS

A. NEXT REGULAR MEETING: JANUARY 24, 2024
B. ITEMS FOR NEXT AGENDA

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

Mayor:
Ken Everhart
idahocitymayor1@cityofic.org
Council members:
Tom Secor Jr
Ashley M Elliott
Mari Adams
Ryan Heffington

Chief of Police:
Mark Otter
icpd100@cityofic.org
City officers:
Brent Watson

Public Works Director:
Tami Claus
idahocitypublicworks@cityofic.org
Public Works:
Nick Mancera
Dallas DeCory

City Clerk-Treasurer:
Nancy L Ptak
idahocityclerk@cityofic.org
Deputy Clerk
Kaleb Goodlett
idahocityoffice@cityofic.org
Utility Billing Clerk
Sue Robinson
4cityfolk@cityofic.org

511 Main Street
PO Box 130
Idaho City, ID 83631
(208)392-4584
operating hours
Monday- Thursday
8 am - 5 pm
Friday 9am -3pm

CITY OF IDAHO CITY

AGENDA

REGULAR CITY COUNCIL MEETING
Wednesday, December 27, 2023
7:00 P.M
City Hall, 511 Main Street, Idaho City, ID 83631

MINUTES

Join Zoom Meeting
https://us02web.zoom.us/j/4192717240?pwd=UWJUeHFjdm5GMUliNUhFNkJHaUZ2QT09&omn=88271411107
Meeting ID: 419 271 7240
Passcode: iccouncil

CALL MEETING TO ORDER: Mayor Everhart called regular city council meeting to order at 7:00 PM
ROLL CALL: Clerk Ptak called roll, Heffington, Elliott, Adams, Secor in attendance.
PLEDGE OF ALLEGIANCE: Mayor Everhart led the pledge of allegiance.

I. CONSENT AGENDA

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it is discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

A. APPROVAL OF MINUTES: DECEMBER 13, 2023 ***ACTION ITEM***

Counselor Elliott made a motion, seconded by Adams, to approve the minutes dated December 13, 2023. 4 ayes. Motion carried.

B. IDAHO CITY EVENT CHECKLIST: ***ACTION ITEM***

C. BILLS/PAYABLES: DECEMBER 14, 2023 THROUGH DECEMBER 27, 2023 ***ACTION ITEM***

Counselor Secor made a motion, seconded by Elliott, to approve the bills December 14, 2023 through December 27, 2023 in the amount of $10,698.78. 4 ayes. Motion carried.

II. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. ***ACTION ITEM***

III. PUBLIC HEARINGS

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IV. ENGINEER'S REPORT

V. ORDINANCES AND RESOLUTIONS

Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. ***ACTION ITEM***

VI. OLD BUSINESS

A. IDAHO CITY FIRE PROTECTION DISTRICT.

No new information.

VII. NEW BUSINESS

A. DISSCUSS AND RENEW RESPONSIBLE OPERATOR FOR WASTEWATER ***ACTION ITEM***

Mayor Everhart explained that the city is contracted through Idaho Rural Water to have Paul Sifford as the responsible charge operator as required by DEQ. Sifford has left IRWA, and they have offered a new operator Jeff Cook who is more local and can be available more often. IRWA has been meaning to update contracts but has not been able to do that until now. The fees for the contract will be going up substantially. The charge per month for Sifford was $200, which is quite low, and the new rate will be $1000 per month. Mayor Everhart has sent the contracts to City Attorney Callahan, and she will need to prepare an addendum for IRWA to certify that they are not an agent of China. Discussion on the new amount and the budget ensued. Counselor Secor made a motion, seconded by Adams, to approve the addendum to the contract for the wastewater operator through IRWA contingent upon the necessary certification provided by the City Attorney. Counselor Secor added that Nick Mancera has started classes to become a wastewater operator. With the new operator being in Glens Ferry he can be more hands on in teaching and helping Mancera. Discussion on the requirements to become a wastewater operator ensued. Currently a level 1 & 2 license in required for the wastewater operator and once Mancera gets a level 1 license the monthly amount with IRWA can be reduced by half, since they will only need to provide the level 2. 4 ayes. Motion carried.

VIII. COMMITTEE REPORTS

A. PARKS & RECREATION COMMISSION

Mayor Everhart explained that Dax Olvera has resigned because of personal reasons, so the other members need to be contacted to see if someone will step up to take the lead for Parks & Rec. Counselor Elliott added that she believes Parks & Rec has a plan and they are just not going to meet until after the new year.

B. HISTORIC PRESERVATION COMMISSION

C. PLANNING & ZONING COMMISSION

Counselor Adams explained that P&Z has submitted the matrix that they want council to review, and they also need to know if there is anything they need to be working on as they need guidance on what needs to be done. Mayor Everhart asked Clerk Ptak and Goodlett to look for the matrix that was submitted by P&Z and get it to council for review at the next meeting.

D. IDAHO CITY CHAMBER OF COMMERCE

IX. EMPLOYEE UPDATES

A. PUBLIC WORKS

Public Works Director Claus explained that the asphalt that was ordered and shipped to Grainger was cancelled because it was not picked up. Claus thanked Mayor Everhart for taking things over last week while she was down. Mayor Everhart added that one of the public works employees will be out for a while. Council may need to schedule an executive session next meeting to discuss personnel matters. Mayor Everhart and Claus will be interviewing a few people next week for a temporary position while Decory is out to ensure the city has a full crew. Counselor Secor asked if the grader has been looked at and Claus responded no, that Mancera has been out on vacation. Mayor Everhart added that Mancera put the chains on the loader, so it is ready to go. Mayor Everhart has spoken to Todd Niehoff who knows of a mechanic that works on Volvo machines and Claus will contact him to see about fixing the grader. Discussion on the grader repair ensued. Mayor Everhart thanked everyone that helped with cleaning the sand bay last week.

B. LAW ENFORCEMENT

Mayor Everhart explained that things have been pretty quiet.

C. CLERK/TREASURER'S OFFICE

1. WATER AND SEWER UPDATES, ***ACTION ITEM***

Clerk Ptak explained that she flies back on the 29th and will be back in the office after New Years. Discussion on closing City Hall January 2nd ensued. Mayor Everhart asked if Goodlett had any updates and Goodlett responded that most everyone has been paying and in agreements, there were just a couple of accounts that had not. Counsel Elliott asked about one of the accounts and Ptak responded that it should be removed from the list. Goodlett added that there is one account that will be shut off Thursday. Next month when the bills are done there will be more 7-day notifications sent out.

D. CITY ATTORNEY

City Attorney Callahan explained that she is sending off the contract addendum for the wastewater operator. Callahan will be out of town 12/28/23 through 01/05/23 but will be reachable by cell or email. Callahan will have for the next meeting the resolution for the loader lease and also an additional agenda item that she will send to Goodlett.

X. COUNCIL UPDATES

Counselor Secor thanked everyone that helped with the sand bay and wished that more of the community would have shown up to help with the notice that was provided.

XI. MAYOR UPDATES

Mayor Everhart thanked Claus for working through the injuries and keeping things going. Mayor Everhart added that only other item is the City X-Mas/New Year's party and asked if everyone wanted to meet at City Hall 5:30-6 on Jan 10th before the meeting.

XII. CITIZEN COMMENTS

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Brenda Secor suggested that the cities committees need to come in at least once a month to provide updates, so that everyone knows what is going on. Secor had been to a previous P&Z meeting and made a request that still has not been answered. The question is on EDU's and how many can be on a 2" pipe. Mayor Everhart explained that they try to push the committees to be present at least once a month, but they are all volunteers and cannot be forced to attend. Secor added that one of the Sherrif's Deputy's should be recognized for taking his patrol vehicle up and doing some sanding on Bear Run and Hill where vehicles were sliding. Mayor Everhart added that he had taken the sander out to do some sanding, but Hill Rd had already been done by the time he got out and Counselor Secore had also scraped Hill Rd.

XIII. UPCOMING MEETINGS

A. NEXT REGULAR MEETING: JANUARY 10, 2024

B. ITEMS FOR NEXT AGENDA

Counselor Adams suggested to add Brenda Secor's request to try and get her some answers. Discussion on Secor's request and P&Z ensued.

ADJOURNMENT 7:30 PM

ATTEST:

Date approved:

Nancy L Ptak, City Clerk-Treasurer

Ken Everhart, Mayor

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Brent Watson

Public Works Director:
Tami Claus
idahocitypublicworks@cityofic.org
Public Works:
Nick Mancera
Dallas DeCory

City Clerk-Treasurer:
Nancy L Ptak
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Deputy Clerk
Kaleb Goodlett
idahocityoffice@cityofic.org
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4cityfolk@cityofic.org

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Line #	Check/ Claim	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
27079S		8 JOHN DEERE CREDIT								
	2580		2,451.01							
1	2858124	12/15/23 Backhoe lease	490.20			20	43200	742		10100
2	2858124	12/15/23 Backhoe lease	1,372.57			51	43400	742		10100
3	2858124	12/15/23 Backhoe lease	588.24			52	43500	742		10100
		Total Check:	**2,451.01**							
27080S		152 GEM COUNTY								
	2581		3,000.00							
1	0124-0324	12/28/23 Prosecuting Attorney fees	3,000.00			10	42100	570		10100
		Total Check:	**3,000.00**							
27081S		265 T-Mobile								
	2582		438.23							
1	Dec	12/21/23 Council ipads	32.41			10	41500	493		10100
2	Dec	12/21/23 Council ipads	54.03			51	43400	493		10100
3	Dec	12/21/23 Council ipads	21.61			52	43500	493		10100
4	Dec	12/21/23 Cell Phones	50.29			10	41500	492		10100
5	Dec	12/21/23 Cell Phones	83.81			51	43400	492		10100
6	Dec	12/21/23 Cell Phones	33.52			52	43500	492		10100
7	Dec	12/21/23 Law Enforcement	162.56			10	42100	492		10100
		Total Check:	**438.23**							
27082S		237 NAYLOR & HALES, P.C.								
	2583		1,700.00							
1	11558	12/26/23 Attorney Fees	680.00			10	41500	570		10100
2	11558	12/26/23 Attorney Fees	680.00			51	43400	570		10100
3	11558	12/26/23 Attorney Fees	340.00			52	43500	570		10100
		Total Check:	**1,700.00**							
27083S		28 IDAHO CITY GROCERY								
	2584		2.99							
1	245664	12/14/23 Ice - sewer samples	2.99			52	43500	683		10100
		Total Check:	**2.99**							
27084S		23 IDAHO RURAL WATER ASSOCIATION								
	2585		1,292.29							
1	1963	11/30/23 Responsible charge operator No	687.23			52	43500	113		10100
2	1990	12/29/23 Responsible charge operator De	605.06			52	43500	113		10100
		Total Check:	**1,292.29**							
27085S		1 VALLEY WIDE COOP NAMPA PROPANE								

Line #	Check/ Claim	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
	2586		1,479.30							
1		Dec statem 12/31/23 Dec Propane	369.82			10	41500	650		10100
2		Dec statem 12/31/23 Dec Propane	591.72			51	43400	650		10100
3		Dec statem 12/31/23 Dec Propane	517.76			52	43500	650		10100
		Total Check:	**1,479.30**							
27086S		66 PRIEST ELECTRIC								
	2587		9,409.29							
1		1277 12/27/23 WWTP Pump repair	2,119.00			52	43500	540		10100
2		1277 12/27/23 WWTP New Pump	7,290.29*			52	43500	615		10100
		Total Check:	**9,409.29**							
27087S		171 US BANK								
	2588		3,925.81							
Administrative Maintenance										
New Equipment										
Office Supplies										
1		1242424951 12/03/23 HPInk	18.99			10	41500	305		10100
2		1242424951 12/03/23 Sales tax	1.14			10	41500	590		10100
3		1241699715 11/30/23 HP Ink	18.99			10	41500	305		10100
4		1241699715 11/30/23 Sales tax	1.14			10	41500	590		10100
5		230409585 12/06/23 Zoom	52.46			10	41500	631		10100
6		230409585 12/06/23 Zoom	80.95			51	43400	631		10100
7		230409585 12/06/23 Zoom	16.49			52	43500	631		10100
8		3995 12/13/23 Loader chains	431.21			20	43200	615		10100
9		3995 12/13/23 Loader chains	1,395.11			51	43400	615		10100
10		3995 12/13/23 Loader chains	710.24*			52	43500	615		10100
11		1587458 12/12/23 Signature stamp	16.13			10	41500	305		10100
12		1587458 12/12/23 Signature stamp	11.29			51	43400	305		10100
13		1587458 12/12/23 Signature stamp	4.83			52	43500	305		10100
14		9749023 12/06/23 Grader parts	1,127.84			20	43200	540		10100
15		9749023 12/23/23 Late fee	39.00			10	41500	390		10100
		Total Check:	**3,925.81**							
27088S		238 AOKA Engineering LLC								
	2589		90.00							
1		30 01/05/24 2022-05 Inspection	30.00			10	41500	405		10100
2		30 01/05/24 2022-07 Inspection	30.00			10	41500	405		10100
3		30 01/05/24 2022-04 Inspection	30.00			10	41500	405		10100
		Total Check:	**90.00**							
27089S		10 ANALYTICAL LABORATORIES, INC								

Line #	Check/ Claim	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
	2590		1,178.00							
1	2400086	12/31/23 Wastewater monitoring	1,178.00			52	43500	683		10100
		Total Check:	**1,178.00**							
27090S		121 DIGLINE								
	2591		5.85							
1	0073214	12/31/23 Monthly fee	4.09			51	43400	630		10100
2	0073214	12/31/23 Monthly fee	1.76			52	43500	630		10100
		Total Check:	**5.85**							
27091S		42 NORCO INC								
	2592		52.70							
1	39554778	12/31/23 Cylinder rent	52.70			52	43500	630		10100
		Total Check:	**52.70**							
27092S		240 KURITA AMERICA INC								
	2593		416.43							
1	799843	01/09/24 Pressure switch - RO	416.43			51	43400	610		10100
		Total Check:	**416.43**							
27093S		192 NWPS, INC.								
	2594		466.70							
1	14743	11/09/23 Annual service	326.69			51	43400	630		10100
2	14743	11/09/23 Annual service	140.01			52	43500	630		10100
		Total Check:	**466.70**							

# of Claims 15 **Total: 25,908.60**

CITY OF IDAHO CITY
Fund Summary for Claims
For the Accounting Period: 1/24

Fund/Account	Amount
10 GENERAL FUND	
10100 Checking-Cash in Bank	4,532.93
20 STREET FUND	
10100 Checking-Cash in Bank	2,049.25
51 WATER FUND	
10100 Checking-Cash in Bank	5,016.69
52 SEWER FUND	
10100 Checking-Cash in Bank	14,309.73
Total:	**25,908.60**

CITY OF IDAHO CITY
Claim Approval Signature Page
For the Accounting Period: 1 / 24

Ciy of Idaho City
PO Box 130
511 Main Street
Idaho City, Idaho 83631-0130

CASH VOUCHERS

Authorized by: _____ Date: _____

2. Officials Subscribe to the Oath of Office.

All those elected or re-elected at the November 7, 2023 general city election must be sworn-in at the first Council meeting in January. Normally the City Clerk administers the oath of office; however, the Mayor may administer the oath of office for Councilors. If the Mayor was elected or re-elected at the November 7, 2023 general city election, he/she must take the oath of office **before** swearing-in Councilors.

There are two alternative methods for administering the oath.

Option 1: Mayor or Clerk Reads the Oath. The easiest method is for the Mayor or Clerk to read the oath in its entirety and at the end the elected official states "I do," or "I will."

The elected official stands, raises their right hand, and listens as the oath of office is read by the Mayor or Clerk.

> "Do you solemnly swear (or affirm) that you will support the Constitution of the United States, and the Constitution of the State of Idaho, and that you will faithfully discharge the duties of (Councilor or Mayor) of the City of _____ according to the best of your ability?"

At the end of the oath, the elected official responds, "I do" or "I will."

Option 2: Elected Official Recites the Oath. This method requires the elected official to recite the oath as it is read by the Mayor or Clerk. The elected official stands and raises their right hand. The Mayor or Clerk pauses after several words to allow the elected official to recite that portion of the oath.

> "I, _____ (Name of Elected Official) do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Idaho, and that I will faithfully discharge the duties of (Councilor or Mayor) of the City of _____ according to the best of my ability."

The text of the oath of office is set by state law, so there should be no deviation from the text provided.

Construction Funding Application

Attachment SRF-02

Section I. Applicant Background Information

Application Type	☐ State Revolving Fund (SRF) Loan ☐ Lead Service Line (LSL) Loan ☐ Emerging Contaminant (EC) Grant ☒ Leading Idaho Funding (LIF) *Note: Submit two separate applications if applying for SRF and LSL funding.*		
System Type	☒ Public Drinking Water System ☐ Wastewater System ☐ Other, please specify:		
Public Water System No: ID4080025		IPDES/NPDES/Reuse Permit No: N/A	
System Name (Applicant): Idaho City Water Department			
	Mailing Address: PO Box 130		
	City: Idaho City	State: Idaho	Zip Code: 83631
	County: Boise County	Phone: 208-392-4584	Tax ID: 82-0260717
	Fiscal Year End: September 30	E-mail: idahocityclerk@cityofic.org	
Presiding Official Name: Kenny Everhart		Title: Mayor	
	Mailing Address: PO Box 130		
	City: Idaho City	State: Idaho	Zip Code: 83631
	Phone: 208-392-4584	E-mail: idahocitymayor1@cityofic.org	
	☐ Check if this is the system's primary contact		
Clerk/Treasurer Name: Nancy Ptak		Title: City Clerk/Treasurer	
	Phone: 208-392-4584	E-mail: idahocityclerk@cityofic.org	
	☒ Check if this is the system's primary contact		
Consulting Engineer Name: Stuart Hurley, P.E.		Title: Idaho Water Practice Lead	
	Company Name: Merrick & Company	Mailing Address: PO Box 9906	
	City: Boise	State: Idaho	Zip Code: 83707
	Phone: 208-780-3990	E-mail: kristina.gillespie@merrick.com	
Financial Consultant Name: Not Applicable		Title:	
	Company Name:	Mailing Address:	
	City:	State:	Zip Code:
	Phone:	E-mail:	
Legal Advisor Name: Joan Callahan		Title: City Legal Counsel	
	Company Name: Naylor Hales	Mailing Address: 950 W. Bannock Street, Suite 610	
	City: Boise	State: ID	Zip Code: 83702
	Phone: 208-947-2084	E-mail: joan@naylorhales.com	
Bond Attorney Name/Title: Not Applicable		Company Name:	
	Mailing Address:		
	City:	State:	Zip Code:
	Phone:	E-mail:	

Section II. Project Overview and Financial Information

1. Physical Project Location (Address or Latitude/Longitude): Latitude 43.832478; Longitude 115.835971

2. Project Description **SRF, EC, OR LIF APPLICANTS**:
   Please see the attached narrative, labeled Section II.2.

3. Lead Service Line Applicants
   a. Project Description:

   _____

   b. **Inventory** Projects Only: In addition to the information below, please complete and attach the **Lead Service Line Inventory Methodology Form** to this application.
   c. **Replacement** Projects Only: describe means and methods to be employed to replace private side of service line (meter box to premise plumbing):

   _____

   d. Estimated LSL **Inventory** Project Cost: _____
   e. Estimated LSL **Replacement** Project Cost: _____

Note: No partial lead service replacement can be funded unless a portion of the line has previously been replaced. Please see our Customer Handbook, Section 1.2.4 Lead Service Line Replacement for additional information.

4. **Project Financing ALL APPLICANTS**
   a. **In accordance with IDAPA 58.01.041.05, DEQ funds may not be applied to costs incurred before a funding agreement is executed between DEQ and the applicant, unless preauthorized in writing by DEQ. The applicant should contact DEQ to discuss preauthorization and determine required supporting documentation before the costs are incurred.**

      ■ Y ☐ N **The applicant understands that previously incurred costs are not an allowable cost under DEQ funding and will contact DEQ if preauthorization is needed.**

   b. Total Estimated Project Cost: $ 3,185,000
   c. Specify other sources of funding for this project and funding status:

      USDA-RD: _____ ☐ Awarded ☐ Pending

      ACOE: _____ ☐ Awarded ☐ Pending

      CDBG: _____ ☐ Awarded ☐ Pending

      DEQ SRF: _____ ☐ Awarded ☐ Pending

      DEQ ARPA: _____ ☐ Awarded ☐ Pending

      Applicant's contribution and funding source: $0.00

      Other Funding (please specify): N/A

   d. Total funds available for this project: $ 0
   e. Amount of DEQ financing sought: $ 3,185,000

   (Amount sought from DEQ = Total cost – funds available for the project – other expected funding)

5. **Do you intend to phase the project(s)? ☒ Yes ☐ No LIF APPLICANTS ONLY**
   a. If yes, please attach a project phasing plan that includes but is not limited to: *
      i. A detailed description of each phase of the project and how it fits into the overall project.
      ii. A description of the technical and operational benefits associated with phasing the project.
      iii. The anticipated timing of design and construction for each phase of the project.
      iv. A description of the anticipated costs and funding sources for each phase of the project.
      v. A description of how each phase of the project will be able to meet the project objectives and operate independently.

**Applicants may find it beneficial to discuss phasing plan with the DEQ regional office engineering staff prior to submitting the application. Phasing the project must be assessed for technical and operational feasibility to remain eligible.*

6. **Ability to Incur Debt DOES NOT APPLY TO LIF OR EC APPLICANTS**
   a. Bond type: _____ Bond Amount: _____

      Bond election date: _____Passed: ☐ Yes ☐ No
   b. Local Improvement District (LID): _____ Date Formed: _____
   c. Date of judicial decision to proceed with "Ordinary and Necessary" determination: _____

7. **Please indicate whether the system applying for this funding has the policies and/or plans outlined below.** Other water and sewer systems of comparable size may be good sources of sample policies. Please keep in mind that your written policies and procedures need only be as complex as the size and nature of your system.

☒ Y ☐ N ☐ NA **Personnel Policy:** The personnel policy typically includes guidance regarding hiring, probation, dismissal, and disciplinary procedures; provides detail on employee compensation and fringe benefits; establishes requirements for conduct and performance; describes job descriptions and expectations; and explains procedures for employee evaluation. Check "NA" if the applicant's system does not have personnel or has volunteers.

☒ Y ☐ N **Operating Emergency Plan:** Every sewer system should plan for natural disasters and other emergencies. Specifically, the sewer system management team should indicate what steps are to be taken and what actions are to be accomplished, given a variety of threats to service delivery.

☐ Y ☒ N **Safety and/or risk Management Plan**: Accidents can cause significant disruptions of water or sewer service and create unexpected financial liabilities. A safety and risk management policy attempts to confine the scope of authority of employees and managers in order to reduce the risk of such negative financial exposure. A system's insurance provider can offer assistance in establishing risk management guidelines to limit liability.

☒ Y ☐ N **Customer Service Policy**: A water and sewer system is in the business of providing safe drinking water and treating wastewater to its customers. By clarifying how the system will relate to its customers, a customer service policy strengthens the relationship between the two parties. The customer service policy should include public information guidance, complaint resolution procedures, problem response requirements, billing and other notification rules, and other actions the system can take to assure customers that the water and/or sewer system is being run in the most professional manner possible.

NOTE: systems with limited staff capacity to create these policies can borrow and adapt sample policies, which may be available from the following organizations:

- Rural Community Assistance Corporation
- Idaho Rural Water Association
- U.S. Environmental Protection Agency
- American Water Works Association

a. Type of planning document prepared (i.e.: facility plan, engineering report) **NOT REQUIRED FOR LSL APPLICANTS:** Facility Plan

b. Planning document date: November 30, 2023

8. **Type of environmental clearance/determination. NOT REQUIRED FOR LIF APPLICANTS:**

a. ☐ Categorical Exclusion ☐ Finding of No Significant Impact ☐ Environmental Impact Statement

b. Date of determination: _____

c. Agency rendering the environmental clearance/determination: _____

9. **Build America Buy America (BABA):** DEQ will use this information to help screen applicants and SRF projects that will be required to comply with BABA. **NOT REQUIRED FOR LIF ONLY APPLICANTS**

a. ☐ **Yes** ☐ **No** Planning and design for the project began prior to May 14, 2022, and is evidenced by one or more of the following:

☐ Facility plan, preliminary engineering report, or equivalent engineering report for the project submitted to DEQ for approval,

☐ Public referendum or public meeting held regarding the selection of project alternatives,

☐ Evidence of new bonds passed or other new funding backing secured for the project,

☐ Issued request for proposal or execution of professional services contract for design of engineering services,

☐ Construction plans and specs submitted to DEQ for approval,

☐ Solicitation of construction contract bids,

☐ Case-by-case not listed above and approved by EPA and DEQ in writing **(Attach Documentation)**

b. ☐ **Y** ☐ **N** BABA is documented or anticipated to increase the total project costs by more than 25%. **(Attach Documentation)**

Section III-A. Benefits Reporting for Drinking Water SRF, LSL, and/or EC Applicants

1. **Funding by Project Category:** Provide estimated dollar amount of funding for each applicable project categories that will be funded DEQ:

Amount ($)	Project Category	Amount ($)	Project Category
	Treatment		Restructuring
$ 2,376,000	Transmission & Distribution		Purchase of Systems
	Storage		Planning & Design
$ 809,000	Source		Land Acquisition

2. **System type:** ☒ Community ☐ Non-community

3. **Ownership type:** ☐ Cooperative ☐ County ☐ Federal ☒ Municipal ☐ Private ☐ State

4. **Project purpose (select the statement below that best describes the project):**

   ☐ Comply with upcoming requirements ☐ Address State listed contaminant

   ☒ Return to compliance ☐ Maintain compliance ☐ Other (assistance not compliance related)

5. **Does this project have a disaster resilience component?** ☒ **Yes** ☐ **No**

6. **Does this project consolidate systems?** ☐ **Yes** ☒ **No**

   a. **If yes, how many systems will be eliminated?** N/A

7. **Does this project create a new system?** ☐ **Yes** ☒ **No** **If yes, how many systems will be created?**

8. **Estimate the number of lead service lines to be replaced:** N/A

9. **County(ies) served:** Boise County

Section III-B: Benefits Reporting for Clean Water SRF, LSL, and/or EC Applicants

1. **Funding by Project Category:** Provide estimated dollar amount of funding for each applicable project category below.

Amount ($)	Project Category
	Centralized Wastewater Treatment – Secondary Treatment
	Centralized Wastewater Treatment – Advanced Treatment
	Centralized Wastewater Treatment – Infiltration/Inflow Correction
	Centralized Wastewater Treatment – Sewer System Rehabilitation
	Centralized Wastewater Treatment – New Collectors
	Centralized Wastewater Treatment – New Interceptors
	Centralized Wastewater Treatment – CSO Correction
	Stormwater – Gray Infrastructure
	Stormwater – Green Infrastructure
	Energy Conservation – Energy Efficiency
	Energy Conservation – Renewable Energy
	Water Conservation – Water Efficiency
	Water Conservation – Water Reuse
	Nonpoint Source
	Other – Planning and Assessments
$ 0	**TOTAL**

2. **Acres of land being conserved (only applies to non-point source projects):**

3. **Population Served**: By the project: By the system:

4. **Project Improvement/Maintenance of Water Quality:** Select the statements below that best describe the project.

   a. How does this project contribute to the improvement or maintenance of the receiving waterbody?

   ☐ Improvement ☐ Maintenance ☐ N/A

   b. Allows the system to: ☐ Achieve compliance ☐ Maintain compliance ☐ N/A

   c. Affected water body is: ☐ Meeting standards ☐ Impaired ☐ Threatened ☐ Not assessed ☐ N/A

   d. Allows the system to address an: ☐ Existing TMDL ☐ Projected TMDL ☐ Watershed Management Plan ☐ N/A

5. **Discharge Information (check all that apply)**: Select the type(s) of waterbody(ies) that the project affects the discharge to. At least one box must be checked. If this section is not applicable to the project, please choose no change/no discharge.

- Choose the "Eliminates Discharge" option when the project removes a discharge from the receiving waterbody, e.g., rerouting flow to another treatment facility. This allows us to focus on the environmental benefit to the waterbody even when the facility no longer actually discharges to it.
- If a regionalization/consolidation project decommissions a smaller, older plant on a river and sends its discharge to a newer, cleaner plant on the same river, the result is really just improved treatment. In this case, select "Surface Water".
- If the older plant had been discharging to a different waterbody segment and eliminating that discharge has a specific environmental impact on that segment, this could be the primary result of the project. In this case, also select "Eliminates Discharge"
- Check "Seasonal Discharge" if wastewater discharge is seasonal. **Important Note**: Seasonal discharge can be checked along with the other, above choices.

☐ Wetland ☐ Surface Water (stream, river, or lake) ☐ Groundwater ☐ Land Application

☐ Other/Reuse ☐ Eliminates Discharge ☐ No Changes/No Discharge ☐ Seasonal Discharge

6. **Contribution to Protection or Restoration of the Waterbody Uses:** Identify both the designated surface water uses and other uses and outcomes that this project helps to protect or restore, if applicable. If the project maintains or improves water quality, or if it increases effluent loadings, but meets its permit, it contributes to protection of the uses you find when matching pollutants. If the project reduces loadings of a pollutant that is impairing a designated use (as specified in Section 303(d) of the Clean Water Act), the project contributes to restoration of that use. Visit https://adminrules.idaho.gov/rules/current/58/580102.pdf (see sections 100-160) to locate a designated surface water use.

- **Important Note:** If the Designated Surface Water Uses do not apply to the project or the appropriate Designated Use is not listed, select the applicable: ☐ **Water Use Not Applicable** ☐ **Water Use Not Found**
- **Primary and secondary uses:** Specify as primary those affected uses that drive a large portion of project financing. Often, a primary use will correspond to the largest pollutant reduction. In most cases, one and possibly two uses will qualify as primary. Specify secondary for other uses. If no use qualifies as primary, specify secondary for all applicable uses. A project can have multiple primary uses.

	Protect		Restore	
Water Use	**Primary**	**Secondary**	**Primary**	**Secondary**
Domestic Water Supply	☐	☐	☐	☐
Primary Contact Recreation	☐	☐	☐	☐
Secondary Contact Restoration	☐	☐	☐	☐
Wildlife Habitats	☐	☐	☐	☐
Industrial Water Supply	☐	☐	☐	☐
Agricultural Water Supply	☐	☐	☐	☐
Aesthetics	☐	☐	☐	☐
Aquatic Life – Cold Water	☐	☐	☐	☐
Aquatic Life – Salmonoid Spawning	☐	☐	☐	☐
Aquatic Life Seasoned Cold Water	☐	☐	☐	☐
Aquatic Life – Warm Water	☐	☐	☐	☐
Aquatic Life – Modified	☐	☐	☐	☐

7. **Other Uses and Outcomes.** Does the project:
   a. Contribute to regionalization/consolidation? ☐ Yes ☐ No
   b. Address nutrient loadings of nitrogen and phosphorus? ☐ Yes ☐ No
   c. Have a disaster resilience component? ☐ Yes ☐ No
   d. Contribute to public health (e.g. pathogen reduction)? ☐ Yes ☐ No

Section IV. Required Attachments

1. **Audited financial statements for the three previous years.** **NOT REQUIRED FOR LIF or EC APPLICANTS**

   An independent audit provides expert testimony regarding an entity's internal controls, integrity of financial statements, and adherence to generally accepted accounting standards. Periodic financial audits produce verifiable information that can be easily examined by the Applicant's management team, as well as financial assistance providers and regulatory agencies. In terms of the annual business cycle, periodic financial audits contribute valuable information for analysis purposes. If your system has not been required to have audited financial statements (or to prepare financial statements in accordance with generally accepted accounting principles), then provide summarized statements of annual expenses and revenues, along with annual statements of assets (what you own) and liabilities (what you owe).

2. **Operating budget and capital budget.**

   Effective operation of a water and sewer system requires use of an annual budget. A system's budget should forecast planned revenues and expenditures for the coming year based on anticipated activities. The budget is then used to control activities and evaluate performance of the system. An example of a good budgeting technique would be a sewer system that keeps a cash reserve of one and one-half the monthly operational expenses. Such a system would be conscious of the need to be prepared for

emergencies, payment delinquencies, and other short-term cash flow problems. The cash budget goal of one and one-half the monthly operational expenses is suggested because many small sewer systems may not be able to quickly assemble their board of directors to deal with cash-flow problems. Until the governing board can be convened, the costs of operation would be covered. The use of a multi-year capital budget is a positive indicator of financial management and supports the assessment of financial capacity conditions. A capital budget is an indication that the system is aware of the need for financing infrastructure upgrade and/or replacement.

3. **Explanation of ability to repay loan (User Rate Charge System and/or Ordinance)** **NOT REQUIRED FOR LIF OR EC APPLICANTS**

4. **Engineering Agreement** **NOT REQUIRED FOR LSL ONLY APPLICANTS**

5. **Repayment schedule(s) for any other loan(s)**

6. **List of current board members**

7. **Board governance policy and/or By-Laws** **NOT REQUIRED FOR MUNICIPALITIES**

   The board governance policy reflects the protocols for the governing board's activities. This policy includes qualifications for election of board members, the number of members who may serve and their terms of office, rules regarding the conduct of meetings, etc. Establishing board protocols can improve the efficiency of board meetings and result in effective use of officers' time.

8. **Financial controls policy (supported by official council and board adoption)**

   - Segregation of duties
   - All aspects of cash handling
   - Note: Example policies are available and can be requested at: grants.loans@deq.idaho.gov

9. **Tax Assessment Roles (Local Improvement Districts only).** **NOT REQUIRED FOR LIF OR EC APPLICANTS**

10. **Nonprofit Corporations (e.g., homeowner's association) Only:**

    - Provide a copy of a current articles of incorporation and certificate of existence from the Idaho Secretary of State
    - Provide a current list of all property owners and the lots they own.
    - Provide current copies of easements, deeds, and quitclaim deeds for any commonly held lots affected by the loan project.

11. **Documentation showing the applicant's SAM.gov active registration status and Unique Entity Identifier.** See ***Attachment SRF-06 Guidance for Registering with SAM and Obtaining a UEI Number*** for additional information.

Section V. Application Authorization

I certify that, to the best of my knowledge, all information provided here is valid and correct:

_____ _____

Signature of Authorized Representative Date

Kenny Everhart, Mayor

Printed Name of Authorized Representative

Section VI. Architectural and Engineering Service Procurement Certification

Project Name: City of Idaho City Drinking Water Improvements Project

P.L. 113-121 Section 602(b)(14) of the Water Resources Reform and Development Act (WRRDA), 2014 states that:

(14) a contract to be carried out using funds directly made available by a capitalization grant under this title for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services shall be negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement (as determined by the Governor of the State).

To meet this requirement, the undersigned hereby certifies that all architectural and engineering services procured for the Drinking Water Improvements Project identified as Project # _____ meets the requirements of the Act and more specifically, Idaho Code 67-2320.

Name of Loan Recipient: City of Idaho City Date: _____

_____

Signature of Authorized Official

Construction Funding Application FY24
DOCUMENTATION

Submitted by the City of Idaho City

Drinking Water Improvements Project

Prepared by:

MERRICK®

Table of Contents

Section II. Project Overview and Financial Information

II.2. Project Description

The City of Idaho City, Idaho (City) owns and operates a public drinking water system (PWS) in a historic, mountain community 41 miles northeast of the City of Boise in Boise County. The PWS serves close to 500 year-round residents and several businesses totaling 255 service connections. The PWS is comprised of one (1) surface water intake and treatment plant at Elk Creek, two (2) groundwater wells, two (2) finished water storage tanks, and several miles of transmission and distribution main.

In 2021, the City hired Mountain Waterworks, now a part of Merrick & Company (Merrick) to complete a facility plan amendment to evaluate the intake deficiencies and determine the level of rehabilitation and replacement of existing, aging, and failing PWS components. During the course of the planning effort, the City elected to move forward with the Priority 1 projects, as outlined in the facility plan amendment. The project includes:

- Elk Creek Intake Reconstruction
- Leak Detection Evaluation
- High Priority Leak Repair/Replacement
- Main Street Water Main Replacement
- Pressure Reducing Valve (PRV) Automation

Based on the Letter of Interest (LOI) that was submitted, evaluated, and ranked by the Idaho Department of Environmental Quality (IDEQ), the City was allocated a $3.4M Leading Idaho Funds (LIF) grant for the project. However, in the LOI, the City originally requested approximately $200,000 for water rights acquisition. During Summer and Fall 2023, the City's legal counsel and water rights attorney completed due diligence efforts relative to the water rights potentially available to the City for lease/purchase and presented those options to the City Council and Mayor. Council concluded that the City could not reasonably continue to pursue a long-term lease or acquisition of rights at this time, given the unavailability of adequate rights and the high costs associated with only one viable option that was well over a million dollars (+$1.0M). Instead, the City will continue to rent water from District 63 pool for the foreseeable future. In addition, the City determined to focus on mitigating/reducing/eliminating water losses plaguing the PWS through repair and replacement of aging and brittle water mains.

II.4. Estimated Project Cost

The Engineer's Opinion of Probable Project Cost Summary below includes mobilization, demobilization, construction contingency, administration, legal, construction observation, and engineering.

Engineer's Opinion of Probable Project Cost Summary

PROJECT :	Idaho City 2023 Drinking Water Facilty Plan - Priority 1 Projects		
		DATE :	11/30/2023
LOCATION :	Idaho City	BY :	GSD
		REVIEWED:	BD

NO.	DESCRIPTION	TOTAL
SS-1	Elk Creek Intake Reconstruction	$ 809,000.00
TD-1	Leak Detection Evaluation	$ 100,000.00
TD-2	High Priority Leak Repair	$ 695,000.00
TD-3	Main Street Water Main Replacement	$ 1,451,000.00
CC-1	PRV Vault Automation	$ 130,000.00
	Estimated Total Project Cost	**$ 3,185,000.00**

The cost estimate herein is based on our perception of current conditions at the project location.This estimate reflects our professional opinion of accurate costs at this time and is subject to change as the project design matures. Engineer has no control over variances in the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. Engineer cannot and does not warrant or guarantee that bids or actual construction costs will not vary from the costs presented herein.

II.5. Phased Approach

Given the critical nature of the leakage events and failing intake structure, the City is proposing a two-phased approach, as discussed with IDEQ engineering and funding staff on January 3, 2024. Phase 1 will begin immediately (February 2024), likely will conclude by September 2024, and includes two critical components:

1. Elk Creek surface water intake reconstruction will include the following components:
    a. Excavation of approximately 15 to 18 feet below existing embankment to effectively capture screening area and increase diversion rate.
    b. Installation of additional pipe screen to reduce approach velocity and limit inert material mobility from the soil into intake piping. The additional pipe screen will also provide consistent water levels to prevent shutdowns.
2. Leak detection evaluation will include the following components:
    a. Entire PWS leak detection analysis.
    b. Determination and prioritization of significant leakages.
    c. Develop repair/replacement strategy.

Benefits Associated with Phase 1:

- ✓ Reduced risk of equipment/infrastructure failure resulting in loss of raw water supply.
- ✓ Improved raw water quality delivered to water treatment process.
- ✓ Increased available source of supply.
- ✓ Less susceptibility to direct contamination in Elk Creek.
- ✓ Elimination of temporary submersible pump in Elk Creek.
- ✓ Identification of the extent and location of leaks in the transmission and distribution main.

Phase 1 Estimated Costs:

SS-1	Elk Creek Intake Reconstruction	$	809,000.00
TD-1	Leak Detection Evaluation	$	100,000.00

Phase 2 will likely commence in late Summer 2024 and conclude, and includes three components:

1. High priority leak repair will include the following:
    a. Exposing, repairing and/or replacement of leaking water lines as defined during the evaluation.
2. Main Street water main replacement will include the following:
    a. Replacement of approximately 1850 feet of aging water main.
    b. Installation of intersection valving, replacement of water hydrants, reconnection of service lines, and additional ancillary components typical of waterline replacement.
3. PRV vault automation will include the following:
    a. A single-phase power service, radio, and communications will be installed.
    b. Construction of a programmable logic controller (PLC) cabinet.
    c. Replacement of 3-inch PRV with solenoid-controlled valve.

Benefits Associated with Phase 2:

- ✓ Remove leaking, brittle, aging, undersized water mains from the PWS to reduce water loss events and prevent energy/labor resources that could be dedicated elsewhere.
- ✓ Take advantage of Hill Road Reservoir's full volume by controlling fill valves based on actual elevation in the storage reservoir.

Phase 2 Estimated Costs:

TD-2	High Priority Leak Repair	$	695,000.00
TD-3	Main Street Water Main Replacement	$	1,451,000.00
CC-1	PRV Vault Automation	$	130,000.00

II.7. Policy Documents

Personnel Policy

[insert policy or shared link]

Operating Emergency Plan

[insert policy or shared link]

Safety and/or Risk Management Plan

As part of this project, a Safety and/or Risk Management Plan will be developed.

Customer Service Policy

[insert policy or shared link]

Section III.A. Benefits Reporting for Drinking Water

III.5. Disaster Resilience Component

Addressing the existing Elk Creek intake structure is a critical disaster resilience measure due to its direct impact on the reliability and sustainability of the City's water supply. The intake serves as a vital entry point for sourcing water, and ensuring its functionality enhances the capacity of the PWS to withstand and recover from disasters such as fires, floods, storms, and/or contaminant incidents. By repairing and reinforcing the intake, the City can significantly reduce the vulnerability of source water disruptions caused by natural or man-made incidents. This approach to improving the surface water intake will certainly enhance the resilience of the overall water supplied to the PWS thus safeguarding public health and minimizing potential prolonged water shortages during future climate events and/or other emergency incidents.

Section IV. Required Attachments

IV.2. Operating Budget and Capital Budget

[insert on the following page]

IV.4. Engineering Agreement

[insert link-the file is too large to include as an attachment]

IV.5. Repayment Schedule

[insert on the following page]

IV.6. City of Idaho City Leadership

Title	Name	Email Address
Mayor	Kenny Everhart	idahocitymayor1@cityofic.org
Council President	Tom Secor Jr	idahocitycouncil1@cityofic.org
Council Member	Ryan Heffington	idahocitycouncil4@cityofic.org
Council Member	Ashley M. Elliott	idahocitycouncil02@cityofic.org
Council Member	Mari Adams	idahocitycouncil3@cityofic.org

IV.8. Financial Controls Policy

[waiting on Nancy-will insert once we have in place]

IV.11. SAM Registration

[insert next page]

Attachment SRF-03 Authorizing Resolution

[include on next page]

State of Idaho
Department of Environmental Quality

AUTHORIZING RESOLUTION
Attachment SRF-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IDAHO CITY, IDAHO AUTHORIZING THE MAYOR TO SIGN ALL APPLICATIONS, FUNDING AGREEMENTS, AND OTHER DOCUMENTS RELATING TO THE DRINKING WATER IMPROVEMENTS PROJECT (PROJECT).

WHEREAS, the City intends to develop a Project for its drinking water facilities for the City of Idaho City drinking water system, such Project being necessary to determine the needs of the area for health, safety, and wellbeing of the people; and

WHEREAS, the Project is to be developed in accordance with the requirements in Idaho "Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities" (IDAPA 58.01.22), "Rules for Administration of Wastewater and Drinking Water Loan Funds" (IDAPA 58.01.12) and will set forth drinking water facilities required to be constructed to serve the needs of the area; and

WHEREAS, the costs of the Project of the drinking water facilities are eligible for state funding;

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Idaho City, Idaho, that the Mayor is/are duly authorized to sign applications, grant agreements and amendments, and other documents relating to drinking water Projects.

Passed and adopted by the City Council of the City of Idaho City, Idaho on the 10th day of January, 2024.

By the following votes:

AYES: _____ **NAYS:** _____

ATTESTED BY:

_____ _____

City Clerk **Mayor**

City of Idaho City, Idaho

Project and Engineering Agreement Summary
Drinking Water Improvement Project

The City has elected to move forward with the Priority 1 projects, as outlined in the 2023 Drinking Water Facility Plan. The Priority 1 project includes:

- Elk Creek WTP Intake Reconstruction
- Leak Detection Evaluation
- High Priority Leak Repair/Pipe Replacement
- Main Street Water Main Replacement
- Pressure Reducing Valve (PRV) Automation

Given the critical nature of the leakage events and failing water plant intake structure, the City is pursuing a two-phased approach, discussed and accepted by IDEQ engineering and funding staff on January 3, 2024. Phase 1 will begin immediately (February 2024), likely will conclude by September 2024, and includes two critical components:

1. Elk Creek surface water intake reconstruction will include the following components:
    a. Excavate existing intake system to evaluate subsurface conditions, collect soil samples and conduct sieve analysis, to effectively size the screens to maximize the diversion rate. Investigate and evaluate condition of existing screens reason for failure.
    b. Design and construct additional intake screen to reduce approach velocity and limit inert material mobility from the soil into intake piping.
2. Leak detection evaluation will include the following components:
    a. Conduct City-wide water distribution system leak detection analysis.
    b. Pothole and repair minor leaks (with City assistance)
    c. Identify and prioritize significant leaks.
    d. Develop repair/replacement strategy (to be included in Phase 2).

Phase 2 will likely commence in late Summer 2024, and includes three main components:

1. Repair or replacement of high priority leaking water lines identified during the Phase 1 evaluation.
2. Main Street water main replacement will include replacing approximately 1850 feet of aging water main.
3. PRV vault automation will include replacing a 3-inch PRV with a solenoid-controlled valve.

This engineering agreement is for Phase 1 services and specifically includes the Elk Creek surface water intake reconstruction and the leak detection evaluation. An engineering amendment for Phase 2 will be developed after the priority repairs/replacements have been identified through the leak detection evaluation.

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [ ] ("Effective Date") between

City of Idaho City, Idaho ("Owner") and

Merrick & Company ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2024 Drinking Water System Improvements ("Project").

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

Engineer's services under this Agreement are generally identified as follows:

The 2023 Drinking Water Facility Plan identified the following Priority 1 Capital Improvement Projects:

- SS-1: Elk Creek Intake Restoration
- TD-1: Leak Detection Evaluation
- TD-2: High Priority Leak Repair
- TD-3: Main Street Water Main Replacement
- CC-1: PRV Vault Automation

The overall project will be divided into two phases. Phase 1 will be design and construction of SS-1: Elk Creek Intake Restoration and completion of TD-1: Leak Detection Evaluation. Phase 2 will include design and construction of TD-2: High Priority Leak Repair, TD-3: Main Street Water Main Replacement, and CC-1: PRV Vault Automation.

The services, schedule, and fee described below are for Phase 1. Phase 2 services, schedule, and fee will be added at a future date by an addendum to this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

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

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

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

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

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

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

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

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

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

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

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within ~~30~~ 60 days after receipt of Engineer's invoice, then:

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

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

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

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

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

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

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

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

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

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

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

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

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

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

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

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

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

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

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

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

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

securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

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

verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

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

6.04 *Electronic Transmittals*

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

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

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

6.05 *Insurance*

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

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

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

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner

and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

1. For cause,

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

b. by Engineer:

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

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

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

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

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

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

D. *Payments Upon Termination:*

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

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

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

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

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

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

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

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

6.10 *Environmental Condition of Site*

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

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

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

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

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

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

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or

under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer 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 this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

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

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

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

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

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

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

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

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

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

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

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

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

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

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

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

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

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

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Notice of Acceptability of Work.

~~F. Exhibit F, Construction Cost Limit.~~ Not Used

~~G.~~F. Exhibit G, Insurance.

~~H.~~G. Exhibit H, Dispute Resolution.

~~I.~~H. Exhibit I, Limitations of Liability.

~~J.~~I. Exhibit J, Special Provisions.

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

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

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

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

Owner: [ ]

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

Address for Owner's receipt of notices:
[ ]

Designated Representative (Paragraph 8.03.A):
[ ]
Title: [ ]
Phone Number: [ ]
E-Mail Address: [ ]

Engineer: [Merrick & Company]

By: [ ]
Print name: [Stuart Hurley, P.E.]
Title: [Idaho Water Practice Lead]
Date Signed: [ ]

Engineer License or Firm's Certificate No. (if required):
[C-1108]
State of: [Idaho]

Address for Engineer's receipt of notices:
[PO Box 9906
Boise, ID 83707]

Designated Representative (Paragraph 8.03.A):
[Stuart Hurley, P.E.]
Title: [Idaho Water Practice Lead]
Phone Number: [208-780-3994]
E-Mail Address: [stuart.hurley@merrick.com]

This is **EXHIBIT A**, consisting of [18] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: Priority Projects SS-1: Elk Creek Intake Restoration and TD-1: Leak Detection Evaluations as described in the 2023 Drinking Water Facility Plan

   ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

   ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. Subtask 1.1 – Detect and Locate Leaks

        1) Provide project management and administration. Prepare invoices and progress reports.
        2) Conduct a site visit to the water treatment plan to review flows and metering.
        3) Conduct an in-depth investigation into the water production, demands, flow metering, non-metered connections to confirm magnitude of water losses.
        4) Conduct an on-site system-wide distribution ~~system-wide~~ leak detection and location analysis to determine potential areas of significant leakage. Obtain GPS

coordinates of detected leaks. Prepare a scaled drawing of the distribution system showing the location and GPS coordinates of the detected leaks. Classify density of leaks – ranging from "Swiss cheese" pipe clusters to isolated leaks.

5) Observe potholing of select isolated leaks to confirm leak and location. Provide engineering services for the repair to pipe, if necessary. Document location, magnitude, and type of leak and type of repair. Prepare scaled drawing showing location of repairs.

6) Combine leak repairs into projects and prioritize projects. Prepare draft and final report summarizing the: 1) water production, demands, flow metering, non-metered connections; 2) for the leaks that were repaired, location, magnitude, and type of leak and type of repair and 3) leaks and repairs, repair projects, and priority of repair projects to be considered for design and construction in Phase 2 of the project. Prepare a map of the distribution system showing the location of the projects.

7) Deliverables include: Site visit; scaled drawings of the distribution system showing the location and GPS coordinates of the detected leaks, location of repairs, and location of future projects; observation of potholing and leak repair; draft and final report; invoices and progress reports.

b. Subtask 1.2 – Environmental

1) Provide Project Management and Administration. Prepare invoices and progress reports.
2) Prepare environmental report in accordance with IDAPA 58.01.22.040:
3) Conduct Scoping Meeting Coordination (Internal)
4) Prepare Agency Consultation Letter
5) Prepare Project Figures
6) Conduct Scoping Meeting
7) Finalizing/Distributing/Tracking Correspondence
8) Respond to Agency Questions
9) Coordinate Survey(s)
10) Conduct Survey
11) Facilitate Adverse Effect Mitigation
12) Prepare project Description/Justification/Alternatives
13) Summarize Impacts to Environmental Resources
14) Provide Public Participation and Notices
15) Prepare Agency Correspondence
16) Conduct Report Production/Packaging
17) Provide QA/QC
18) Deliverables include: Scoping meeting, agency consultation letter, draft and final report, invoices and progress report.

~~14.~~15. Furnish one electronic review copy~~ies~~ of the Subtasks 1.1 and 1.2 Reports and any other Study and Report Phase deliverables to Owner within 242 days and 90 days, respectively of the Effective Date and review it with Owner. Within fourteen days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

~~15.~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish one electronic copy of the revised Subtasks 1.1 and 1.2 Reports and any other Study and Report Phase deliverables to the Owner within ~~seven~~fourteen days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

~~8.~~ Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

8.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables for SS-1: Elk Creek Intake Restoration:

a. Provide project management and administration. ~~Prepare and maintain risk and change management registers.~~ Prepare invoices and progress reports.
b. Conduct kickoff meeting. Prepare agenda and minutes.
c. Conduct two site visits to 1) investigate and evaluate condition of existing well casings, manholes, and existing electrical panels and wiring 2) determine location of new shed, and 3) evaluate why the existing infiltration gallery failed.
d. Evaluate the condition of the existing electrical panels and wiring.
e. Evaluate feasibility of using existing electrical system for relocated pumps.
f. Evaluate the possibility of relocating existing well pumps into abandoned wells.
g. Evaluate the need for refurbishing and reconditioning abandoned well and casing. Develop plan for reconditioning abandoned wells.
h. Prepare site plan showing piping and valving modifications, new shed, and infiltration pipe.
i. Prepare drawing showing well casing modifications.
j. Provide recommendations for new infiltration gallery.
k. Prepare a drawing showing a typical cross-section of infiltration gallery.
l. Prepare Opinion of Probable Construction Cost.
m. Prepare Preliminary ~~Design~~Engineering Report (P~~D~~ER) and submit to City and DEQ.
n. Conduct review meeting to go over PER. Prepare agenda and minutes.

o. Capture review comments in a Comment-Response Log and provide a response to each comment.

p. Conduct QA/QC

q. Deliverables include: Site visits, Preliminary Engineering Report, kick off and project review meetings, invoices, progress reports.

~~9.~~10. Furnish one electronic review copy~~ies~~ of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within ~~35~~45 days of authorization to proceed with this phase, and review them with Owner. Within ~~7~~14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

~~10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [ ] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [ ] days after receipt of Owner's comments.~~

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the ~~revised~~ Preliminary ~~Design~~ Engineering Report. ~~Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, ~~revised~~ opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during

the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables:

   a. Provide project management and administration. Prepare invoices and progress reports.

   b. Prepare 50% Design Submittal and submit to City for review. Prepare draft drawings and specifications, including those for electrical. Specifications will incorporate EJCDC specifications. Incorporate comments from the City and DEQ on the Preliminary Design Report into the Documents.

   c. Conduct review meeting to go over 50% Submittal. Prepare agenda and minutes.

   d. Capture review comments on the 50% submittal in a Comment-Response Log and provide a response to each comment.

   e. Prepare ~~9~~100% Design Submittal and submit to the DEQ for Review. Prepare final drawings and specifications, including those for electrical. Incorporate comments on the 50% Submittal into the Documents.

   f. Capture review comments on the ~~9~~100% submittal in a Comment-Response Log and provide a response to each comment. Revise documents to reflect comments from DEQ.

   g. Prepare Final Design Submittal and Submit to DEQ.

   h. Conduct QA/QC

   i. Prepare Opinion of Probable Construction Cost (OPCC)

   ~~a.~~j. Deliverables include: 50% Design Submittal with OPCC, 100% Design Submittal with OPCC, Final Design Submittal with OPCC, invoices and progress reports.

~~9.~~10. Furnish for review by Owner, its legal counsel, and other advisors, one electronic copy~~ies~~ of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft

bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 960 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 514 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

~~10.~~11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic final copies of such documents to Owner within 514 days after receipt of Owner's and Idaho Department of Environmental Quality's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

   a. Provide project management and administration. Prepare invoices and progress reports.

   ~~a.~~b. Deliverables include: ~~(~~addenda, bid opening, bid tabulation, final contracts for Work, invoices and progress reports.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other

terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, 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 Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

~~18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

~~19.~~18. *Inspections and Tests:*

a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

~~20.~~19. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

~~21.~~20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the 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 Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

~~22.~~21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

~~23.~~22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

a. Provide project management and administration. Prepare invoices and progress reports.

b. Deliverables include invoices and progress reports.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation

if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following:

1. Labor, equipment, and materials to perform potholing of pipelines for leaks and the repair of leaks.

2. Equipment and labor to dig test pits and expose existing infiltration pipe at the water treatment plant.

3. Consolidated, written review comments on all deliverables.

~~1.~~4. Participation in site visits and review meetings.

~~Exhibit C~~

~~Payments to Engineer for Services and Reimbursable Expenses~~

~~*[Notes to User]*~~

~~**Preparing a Project-specific Exhibit C:** In Exhibit C, the parties must specify how the Engineer will be compensated for its services. EJCDC's E-500 as published contains a lengthy Exhibit C, comprised of numerous options for detailing the Engineer's compensation. In preparing a Project-specific professional services agreement, retain only the few pages from Exhibit C that will apply to the agreement that is being prepared, and discard the rest. At the end of the agreement preparation process, Exhibit C should typically be approximately five to eight pages long.~~

~~**Exhibit C Compensation Packets:** EJCDC breaks the Engineer's compensation into three categories: (1) compensation for Basic Services, as defined in Exhibit A (but not including services of a Resident Project Representative, if any); (2) compensation for the services of a Resident Project Representative, if any; and (3) compensation for any Additional Services, as defined in Exhibit A. There are typically several possible ways of paying for services; Exhibit C includes "Compensation Packets" for the various methods. Each Compensation Packet contains the terms and conditions that apply to the specific means of compensation, and when appropriate incorporates appendices for hourly rates and reimbursable expenses.~~

~~1. The six Compensation Packets included in E-500's Exhibit C for Basic Services are:~~

- ~~Lump Sum (Compensation Packet BC-1)~~
- ~~Standard Hourly Rates (Compensation Packet BC-2)~~
- ~~Percentage of Construction Costs (Compensation Packet BC-3)~~
- ~~Direct Labor Costs Times a Factor (Compensation Packet BC-4)~~
- ~~Direct Labor Costs Plus Overhead Plus a Fixed Fee (Compensation Packet BC-5)~~
- ~~Salary Costs Times a Factor (Compensation Packet BC-6)~~

~~During the drafting process the user should **select one** of these six Compensation Packets and **discard (delete) the remaining five.**~~

~~2. The choices for compensating a Resident Project Representative are similar, with five RPR Compensation Packets available:~~

- ~~Lump Sum (Compensation Packet RPR-1)~~
- ~~Standard Hourly Rates (Compensation Packet RPR-2)~~
- ~~Percentage of Construction Costs (Compensation Packet RPR-3)~~
- ~~Direct Labor Costs Times a Factor (Compensation Packet RPR-4)~~
- ~~Salary Costs Times a Factor (Compensation Packet RPR-5)~~

~~During the drafting process the user should **select one** of these five RPR Compensation Packets and **discard (delete) the remaining four.**~~

~~3. The choices for compensating the Engineer for Additional Services are narrower:~~

- ~~Standard Hourly Rates (Compensation Packet AS-1)~~
- ~~Direct Labor Costs Times a Factor (Compensation Packet AS-2)~~
- ~~Salary Costs Times a Factor (Compensation Packet AS-3)~~

~~The user should **select one** of these three Additional Services Compensation Packets and **discard (delete) the remaining two.**~~

~~**Compensation Decision Guide:** The Compensation Decision Guide that is included on the following pages presents further guidance on the process of selecting the pages to retain for the specific contract, including appendices for hourly rates and reimbursable expenses, if applicable.~~

~~Example: If Basic Services (other than RPR) will be compensated using Lump Sum; RPR services using Direct Labor Times a Factor; and Additional Services using Standard Hourly Rates; then to form Exhibit C use Compensation Packet BC-1; Compensation Packet RPR-4; Compensation Packet AS-1; and Appendices 1 and 2.~~

~~1. Compensation for Basic Services as described in Exhibit A, Part I (other than for Resident Project Representative services, which are separately addressed in item 2 immediately below).~~

~~Decision Question: Which method of compensation is to be used?~~

	~~Lump Sum~~	~~Standard Hourly Rates~~	~~Percentage of Construction Costs~~	~~Direct Labor Costs Times a Factor~~	~~Direct Labor Costs Plus Overhead Plus a Fixed Fee~~	~~Salary Costs Times a Factor~~
~~Use This Base Compensation Packet~~	~~Packet BC-1~~	~~Packet BC-2~~	~~Packet BC-3~~	~~Packet BC-4~~	~~Packet BC-5~~	~~Packet BC-6~~
~~Include This Appendix~~	~~Appendix 1 (if applicable)~~	~~Appendices 1 and 2~~	~~Appendix 1 (if applicable)~~	~~Appendix 1~~	~~Appendix 1~~	~~Appendix 1~~

~~2. Compensation for services of Resident Project Representative (as described in Exhibit A, Paragraph A1.05.A.2, and in Exhibit D).~~

~~Decision Question: Which method of compensation is to be used?~~

	~~Lump Sum~~	~~Standard Hourly Rates~~	~~Percentage of Construction Costs~~	~~Direct Labor Costs Times a Factor~~	~~Salary Costs Times a Factor~~
~~Use This RPR Compensation Packet~~	~~Packet RPR-1~~	~~Packet RPR-2~~	~~Packet RPR-3~~	~~Packet RPR-4~~	~~Packet RPR-5~~
~~Include This Appendix~~	~~Appendix 1 (if applicable)~~	~~Appendices 1 and 2~~	~~Appendix 1 (if applicable)~~	~~Appendix 1~~	~~Appendix 1~~

~~3. Compensation for Additional Services (as described in Exhibit A, Part 2)~~

~~Decision Question: Which method of compensation is to be used?~~

	~~Standard Hourly Rates~~	~~Direct Labor Costs Times a Factor~~	~~Salary Costs Times a Factor~~
~~Use This Additional Services Compensation Packet~~	~~Packet AS-1~~	~~Packet AS-2~~	~~Packet AS-3~~
~~Include This Appendix~~	~~Appendices 1 and 2~~	~~Appendix 1~~	~~Appendix 1~~

~~This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].~~

~~Payments to Engineer for Services and Reimbursable Expenses~~
~~COMPENSATION PACKET BC-1: Basic Services – Lump Sum~~

~~Article 2 of the Agreement is supplemented to include the following agreement of the parties:~~

~~ARTICLE 2 – OWNER'S RESPONSIBILITIES~~

~~C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*~~

~~A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:~~

~~1. A Lump Sum amount of $[ ] based on the following estimated distribution of compensation:~~

~~a. Study and Report Phase $[ ]~~

~~b. Preliminary Design Phase $[ ]~~

~~c. Final Design Phase $[ ]~~

~~d. Bidding and Negotiating Phase $[ ]~~

~~e. Construction Phase $[ ]~~

~~f. Post-Construction Phase $[ ]~~

~~2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.~~

~~3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.~~

~~4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [ ] *[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]*.~~

~~5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the~~

~~billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.~~

~~B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [ ] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.~~

This is **EXHIBIT C**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $240,710 based on the following estimated distribution of compensation:

a.	Study and Report Phase	$93,935
b.	Preliminary Design Phase	$27,505
c.	Final Design Phase	$58,395
d.	Bidding or Negotiating Phase	$7,780
e.	Construction Phase	$50,055
f.	Post-Construction Phase	$3,040

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st, Each Calendar Year) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.10.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. *General:* An amount equal to [ ] percent of the Construction Cost. This amount includes compensation for Engineer's Services and services of Engineer's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:

   a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.

   b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.

   c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.

   d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

   e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [ ] ***[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]*** .

4. *Progress Payments:*

a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase	**[ ]%**
Preliminary Design Phase	**[ ]%**
Final Design Phase	**[ ]%**
Bidding or Negotiating Phase	**[ ]%**
Construction Phase	**[ ]%**
Post-Construction Phase	**[ ]%**
	100%

c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

~~This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].~~

~~**Payments to Engineer for Services and Reimbursable Expenses**~~
~~**COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor**~~

~~Article 2 of the Agreement is supplemented to include the following agreement of the parties:~~

~~**ARTICLE 2 – OWNER'S RESPONSIBILITIES**~~

~~C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment*~~

~~A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:~~

~~1. An amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's personnel engaged on the Project, plus Reimbursable Expenses, estimated to be $[ ], and Engineer's Consultant's charges, if any, estimated to be $[ ].~~

~~2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.~~

~~3. The total compensation for services under Paragraph C2.01 is estimated to be $[ ] based on the following distribution of compensation:~~

~~a. Study and Report Phase $[ ]~~

~~b. Preliminary Design Phase $[ ]~~

~~c. Final Design Phase $[ ]~~

~~d. Bidding or Negotiating Phase $[ ]~~

~~e. Construction Phase $[ ]~~

~~f. Post Construction Phase $[ ]~~

~~4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.~~

~~5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.~~

6. ~~The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.~~

7. ~~Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.~~

8. ~~Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes to the compensation payable to Engineer.~~

~~C2.02 *Compensation for Reimbursable Expenses*~~

A. ~~Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.~~

B. ~~Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~

C. ~~The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [ ].~~

D. ~~The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.03 *Other Provisions Concerning Payment*~~

A. ~~Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].~~

B. ~~*Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

C. ~~*Estimated Compensation Amounts:*~~

1. ~~Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

2. ~~When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

3. ~~To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

~~This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].~~

~~Payments to Engineer for Services and Reimbursable Expenses~~
~~COMPENSATION PACKET BC-5: Basic Services – Direct Labor Costs Plus Overhead Plus a Fixed Fee~~

~~Article 2 of the Agreement is supplemented to include the following agreement of the parties:~~

~~ARTICLE 2 – OWNER'S RESPONSIBILITIES~~

~~C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Plus Overhead Plus a Fixed Fee Method of Payment*~~

~~A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:~~

~~1. An amount equal to Engineer's Direct Labor Costs plus overhead for the services of Engineer's personnel engaged directly on the Project, plus Reimbursable Expenses estimated to be $[ ], plus Engineer's Consultant's charges, if any, estimated to be $[ ], plus a fixed fee of $[ ].~~

~~2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.~~

~~3. The total compensation for services under Paragraph C2.01 is estimated to be $[ ] based on the following estimated distribution of compensation:~~

~~a. Study and Report Phase $[ ]~~

~~b. Preliminary Design Phase $[ ]~~

~~c. Final Design Phase $[ ]~~

~~d. Bidding or Negotiating Phase $[ ]~~

~~e. Construction Phase $[ ]~~

~~f. Post-Construction Phase $[ ]~~

~~4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See Paragraph C2.03.C.2 below.~~

5. ~~The total estimated compensation for Engineer's services, included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, fixed fees, Reimbursable Expenses, and Engineer's Consultant's charges.~~

6. ~~The portion of the amounts billed for Engineer's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by Engineer's employees plus overhead, Reimbursable Expenses, Engineer's Consultant's charges, and the proportionate portion of the fixed fee.~~

7. ~~Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.~~

8. ~~Overhead shall be computed as a percentage of Direct Labor Costs. The Overhead factor to be applied to Direct Labor Costs shall be: [ ]. Such Overhead factor shall include or otherwise account for the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Fixed fee is the lump sum amount paid to Engineer by Owner as margin or profit and will only be adjusted by an amendment to this agreement.~~

9. ~~Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.02 *Compensation for Reimbursable Expenses*~~

A. ~~Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.~~

B. ~~Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~

C. ~~The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [ ].~~

D. ~~The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.03 *Other Provisions Concerning Payment*~~

~~A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].~~

~~B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~C. *Estimated Compensation Amounts:*~~

~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

~~D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

~~This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].~~

~~**Payments to Engineer for Services and Reimbursable Expenses**~~
~~**COMPENSATION PACKET BC-6: Basic Services – Salary Costs Times a Factor**~~

~~Article 2 of the Agreement is supplemented to include the following agreement of the parties:~~

~~**ARTICLE 2 – OWNER'S RESPONSIBILITIES**~~

~~C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Salary Costs Times a Factor Method of Payment*~~

~~A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:~~

~~1. An amount equal to Engineer's Salary Costs times a factor of [ ] for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses, estimated to be $[ ], and Engineer's Consultant's charges, if any, estimated to be $[ ].~~

~~2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.~~

~~3. The total compensation for services under Paragraph C2.01 is estimated to be $[ ] based on the following assumed distribution of compensation:~~

~~a. Study and Report Phase $[ ]~~

~~b. Preliminary Design Phase $[ ]~~

~~c. Final Design Phase $[ ]~~

~~d. Bidding or Negotiating Phase $[ ]~~

~~e. Construction Phase $[ ]~~

~~f. Post-Construction Phase $[ ]~~

~~4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also Paragraph C2.03.C.2 below.~~

~~5. The total compensation for Engineer's services, included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.~~

6. The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges.

7. Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

8. Salary Costs and the factor applied to Salary Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation for Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [ ].

D. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

~~C2.03 *Other Provisions Concerning Payment*~~

~~A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].~~

~~B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~C. *Estimated Compensation Amounts:*~~

~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

~~D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

~~COMPENSATION PACKET RPR-1:~~
~~Resident Project Representative – Lump Sum~~

~~Article 2 of the Agreement is supplemented to include the following agreement of the parties:~~

~~C2.04 *Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment*~~

~~A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:~~

~~1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of $[ ]. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.~~

~~2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): [ ] *[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]*.~~

~~3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight hour workday Monday through Friday over a [ ] day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.~~

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $20,000 based upon ~~full~~part-time RPR services ~~on an eight-hour workday~~, Monday through Friday, over a 60 day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.10.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st, Each Calendar Year) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts*:

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

   b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

~~COMPENSATION PACKET RPR-3:~~
~~Resident Project Representative – Percentage of Construction Cost~~

~~**Article 2 of the Agreement is supplemented to include the following agreement of the parties:**~~

~~C2.04 *Compensation for Resident Project Representative Basic Services – Percentage of Construction Cost Method of Payment*~~

~~A. Owner shall pay Engineer for:~~

~~1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A of the Agreement, an amount equal to [ ] percent of the Construction Cost. This amount includes compensation for Resident Project Representative's services, and those of any assistants to the Resident Project Representative. The percentage of Construction Cost noted herein accounts for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). The total compensation under this Paragraph is estimated to be $[ ], based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [ ] day construction schedule.~~

~~2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer.~~

~~a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.~~

~~b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not Bid, the lowest bona fide negotiated proposal for such Work.~~

~~c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.~~

~~d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.~~

~~e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract price on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).~~

~~3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): [ ] *[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]*.~~

~~**COMPENSATION PACKET RPR-4:**~~
~~**Resident Project Representative – Direct Labor Times a Factor**~~

~~**Article 2 of the Agreement is supplemented to include the following agreement of the parties:**~~

~~C2.04 *Compensation for Resident Project Representative Basic Services – Direct Labor Costs Times a Factor Method of Payment*~~

~~A. Owner shall pay Engineer for:~~

~~1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A.2 of Exhibit A of the Agreement, an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's personnel engaged directly in resident Project representation, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $[ ], based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [ ] day construction schedule.~~

~~B. *Compensation for Reimbursable Expenses:*~~

~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~

~~2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.~~

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [ ].~~

~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.~~

~~C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*~~

~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].~~

2. ~~*Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

3. ~~*Estimated Compensation Amounts:*~~

   a. ~~Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

   b. ~~When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

4. ~~To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

~~COMPENSATION PACKET RPR-5:~~
~~Resident Project Representative – Salary Costs Times a Factor~~

~~Article 2 of the Agreement is supplemented to include the following agreement of the parties:~~

~~C2.04 *Compensation for Resident Project Representative Basic Services – Salary Costs Times a Factor Method of Payment*~~

~~A. Owner shall pay Engineer for:~~

~~1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05.A.2 of Exhibit A, an amount equal to the Engineer's Salary Costs times a factor of [ ] for services of Engineer's personnel engaged directly in resident Project representation, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $[ ], based upon RPR services on an eight-hour workday, Monday through Friday, over a [ ] day construction schedule.~~

~~B. *Compensation for Reimbursable Expenses:*~~

~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~

~~2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative or Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [ ].~~

~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.~~

~~C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*~~

~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].~~

2. ~~*Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

3. ~~*Estimated Compensation Amounts:*~~

   a. ~~Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

   b. ~~When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

4. ~~To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

2. The following is an estimated and itemized breakdown with line item estimates for each additional services task. Use of the budget in these line items may be shifted to other items where required.

Task	Budget
Record Drawings	$1,280
O&M manual update	$1,120
Funding Administration	$5,040
AIS Compliance Assistance	$1,120
Contractor Startup Assistance	$2,000

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.10.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st, Each Calendar Year to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

~~COMPENSATION PACKET AS-2:~~
~~Additional Services – Direct Labor Costs Times a Factor~~

~~**Article 2 of the Agreement is supplemented to include the following agreement of the parties:**~~

~~C2.05 *Compensation for Additional Services – Direct Labor Costs Times a Factor Method of Payment*~~

~~A. Owner shall pay Engineer for Additional Services as follows:~~

~~1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.24 (which if needed shall be separately negotiated based on the nature of the required consultation or testimony), an amount equal to Engineer's Direct Labor Costs times a factor of [ ], plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.~~

~~B. *Compensation for Reimbursable Expenses:*~~

~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~

~~2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.~~

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [ ].~~

~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.~~

~~C. *Other Provisions Concerning Payment for Additional Services:*~~

~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].~~

~~2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

~~**COMPENSATION PACKET AS-3:**~~
~~**Additional Services – Salary Costs Times a Factor**~~

~~**Article 2 of the Agreement is supplemented to include the following agreement of the parties:**~~

~~C2.05 *Compensation for Additional Services – Salary Costs Times a Factor Method of Payment*~~

~~A. Owner shall pay Engineer for Additional Services as follows:~~

~~1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.24 (which if needed shall be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged to the Project by each Engineer's personnel times the Engineer's applicable Salary Costs times a factor of [ ], plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.~~

~~B. *Compensation for Reimbursable Expenses:*~~

~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~

~~2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.~~

~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services, the latter multiplied by a factor of [ ].~~

~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.~~

~~C. *Other Provisions Concerning Payment for Additional Services:*~~

~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].~~

2. ~~*Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

3. ~~To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions – Black & White	$ 0.35/page
8"x11" Copies/Impressions - Color	$ 1.05/ page
Copies of Drawings	$ 5.00/sheet
Mileage (auto)	Mileage Rates/per IRS Regulations
~~Air Transportation~~	~~at cost~~
~~CAD Charge~~	~~$ [ ]/hour~~
Laboratory Testing	Cost Times a Factor of 1.10~~at cost~~
~~Health and Safety Level D~~	~~$ [ ]/day~~
~~Health and Safety Level C~~	~~$ [ ]/day~~
Meals and Lodging	Per Diem and Lodging Rates/per IRS Regulations~~at cost~~
Leak Detection Equipment	$1,000/day

This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Standard Hourly Rates Schedule - 2024	
Billing Class/Description	**Hourly Rate**
Principal Engineer	$ 250.00
Senior Project Manager	$ 220.00
Project Manager	$ 210.00
Senior Practice Leader (Workflow Efficiency Specialists/ Government Affairs & Funding Administration)	$ 210.00
Senior Construction Observer	$ 180.00
Project Engineer IV	$ 170.00
Construction Observer II	$ 160.00
Designer IV	$ 155.00
Workflow Efficiency Consultant	$ 155.00
Project Engineer II	$ 140.00
Project Engineer I	$ 125.00
Administrator III	$ 120.00
Designer II	$ 120.00
Administrator II	$ 110.00

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved 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 hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer 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. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, 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.

14. *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 Contract Documents 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 Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: 2024 Drinking Water Improvements

OWNER: City of Idaho City, Idaho

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Merrick & Company

NOTICE DATE:

To: City of Idaho City, Idaho
Owner

And To: _____
Contractor

From: Merrick & Company
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

~~This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].~~

~~Construction Cost Limit~~

~~Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:~~

~~F5.02 *Designing to Construction Cost Limit*~~

~~A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of $[ ].~~

~~B. A bidding or negotiating contingency of [ ] percent will be added to any Construction Cost limit established.~~

~~C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~

~~D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~

~~E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~

~~F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

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

Insurance

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

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: $500,000
2) Bodily injury by disease, each employee: $500,000
3) Bodily injury/disease, aggregate: $500,000

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $1,000,000
2) General Aggregate: $2,000,000

d. Excess or Umbrella Liability -- Not Applicable

~~1) Per Occurrence: $[ ]~~
~~2) General Aggregate: $[ ]~~

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

~~$[ ]~~1,000,000

f. Professional Liability --

1) Each Claim Made ~~$[ ]~~1,000,000
2) Annual Aggregate ~~$[ ]~~2,000,000

g. Other (specify): Not Applicable ~~$[ ]~~

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, Each Accident $[500,000]
2) Bodily injury by Disease, Each Employee $[500,000]
3) Bodily injury/Disease, Aggregate $[500,000]

c. General Liability --

1) General Aggregate: $[1,000,000]
2) Each Occurrence (Bodily Injury and Property Damage): $[2,000,000]

d. Excess Umbrella Liability

1) Per Occurrence: $[NA]
2) General Aggregate: $[NA]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

$[1,000,000]

f. Other (specify): $[NA]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Merrick & Company
Engineer

~~b.~~ ~~[ ]~~
~~Engineer's Consultant~~

~~c.~~ ~~[ ]~~
~~Engineer's Consultant~~

~~d.~~ ~~[ ]~~
~~[other]~~

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

~~A.~~ *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by ***to be named mediator***. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

~~[or]~~

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the *[insert the name of a specified arbitration service or organization here]* rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the *[specified arbitration service or organization]*. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~

~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than $[ ] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than $[ ] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than $[ ] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

~~3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of~~

~~the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~

4. ~~The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~

5. ~~If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

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

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

~~1.~~ *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted byLaws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. ~~If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].~~

~~*[NOTE TO USER: If appropriate and desired, include I6.11.A.2 below as a supplement to Paragraph 6.11, which contains a mutual waiver of damages applicable to the benefit of Owner and Engineer.]*~~

~~2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for 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 this Agreement or the Project, from any cause or causes, including but not limited to:~~

~~[NOTE TO USER: List here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.]~~

~~[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.11.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed $_____."]~~

~~[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.11.A, then supplement Paragraph 6.11.B by including the following indemnification of Engineer by Owner as Paragraph I6.11.B.]~~

B. *Indemnification by Owner*: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and 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, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Special Provisions

~~Paragraph(s) [ ] of the Agreement is/are amended to include the following agreement(s) of the parties:~~

PROFESSIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are not included in this Agreement between Owner and Engineer:

- Surveying, easement acquisition(s), and/or land disputes
- Laboratory costs associated with water quality testing/sampling
- Building or architectural engineering
- Attorney and/or legal council
- Environmental permitting, reporting, or studies beyond what is required
- Environmental assessments (EA) or Environmental Impact Statements (EIS)
- Cultural Site Survey(s)
- Design engineering associated with electrical transmission facilities, or offsite **electrical facilities**

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

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

Agreement Summary:

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

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

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

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

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

TASK ORDER NO. 294-09

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF IDAHO CITY (OWNER) AND MERRICK & COMPANY (ENGINEER)

This Task Order is made this ____ day of _____, 2024 and entered into by and between the City of Idaho City, Idaho a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as City, and accepted by Merrick & Company, hereinafter referred to as "Engineer" pursuant to the mutual promises, covenant, and conditions contained in the Master Agreement between the above mentioned parties dated June 24th, 2020. The Project Name for this Task Order No. 294-09 is as follows:

2023 WASTEWATER REUSE ANNUAL REPORT

PROJECT UNDERSTANDING

The City has requested Engineer develop the annual reuse report required under the City's IDEQ Wastewater Reuse Permit M-108-04 (the Permit) for submittal to the Idaho Department of Environmental Quality (IDEQ).

SCOPE OF WORK

The Engineer's scope of services, time of completion and compensation shall be as set forth herein. The Engineer will develop a Reuse Annual Report including the following information for the 2023 reporting period:

- A brief interpretive discussion of all required monitoring data.
- Results of required monitoring as outlined in the Permit.
- Status of the compliance activities as outlined in the Permit.
- A summary of all noncompliance events that occurred during the reporting year.
- Submittal of calculations for hydraulic loading rates and constituent loading rates as required by the Permit.
- Submittal of all available laboratory analytical reports, chain of custody forms, and flow data.
- Discussion of major maintenance activities such as equipment replacement and facility maintenance that took place during the 2023 reporting period.

TASK 01: ENGINEERING SERVICES

Task 01A: Wastewater Reuse Annual Report

i. Consultant will develop the Reuse Annual Report for the 2023 reporting period as required by the Permit.

Deliverables

- 2023 Reuse Annual Report and submittal to IDEQ and City.

ASSUMPTIONS

The following assumptions apply to this scope of work:

- Engineer will rely on laboratory data, in-house testing results, operator logs, maintenance records, and other information provided by City to complete the Reuse Annual Report.
- Engineer will incorporate applicable permit data into the Reuse Annual Report, but Engineer is not responsible for the accuracy or completeness of data collected by others.

TIME OF COMPLETION & COMPENSATION SCHEDULE

Merrick will begin work immediately to complete and submit the annual report by January 31, 2024 as required in the Permit.

COMPLETION & COMPENSATION SCHEDULE			
Task	**Description**	**Due Date**	**Compensation**
1	2023 Wastewater Reuse Annual Report	January 31, 2024	$6,000
		TASK ORDER TOTAL:	**$6,000**

The Not-To-Exceed amount to complete all services listed above for this Task Order No. 294-09 is $6,000. No compensation will be paid over the Not-to-Exceed amount without prior written approval by the City in the form of a Change Order. The hourly rates for services and direct expenses are per the Master Agreement (by this reference made a part hereof) and will be the basis for any additions and/or deletions in services rendered.

CITY OF IDAHO CITY, IDAHO

BY:_____

Phillip Canody, Mayor

Dated:_____

MERRICK & COMPANY

BY:_____

Stuart Hurley, P.E. ID Water Practice Lead

Dated: 01/05/2024

CITY OF IDAHO CITY

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IDAHO CITY, IDAHO, AUTHORIZING THE DISPOSITION OF CERTAIN SURPLUS PERSONAL PROPERTY BY ONLINE AUCTION.

WHEREAS, the City of Idaho City ("City") has acquired certain personal property for the purpose of carrying out services in the public interest;

WHEREAS, the City Council has deemed it unnecessary to maintain ownership of surplus personal property of the City consisting of equipment and other personal property no longer used by the public works department as described in Attachment A attached hereto and by this reference incorporated herein ("surplus property");

WHEREAS, the property is usable and has some residual value; and

WHEREAS, the City Council desires to dispose of the surplus property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Idaho City, Idaho, as follows:

Section 1. The City Council finds and declares that the City no longer has a use for the surplus property listed and described in Attachment A.

Section 2. The City Council finds and declares that the property should be disposed of by online auction or sale.

Section 3. Donation of the surplus property to the Basin School District 72 is in the best interest of the public, and the Clerk is authorized to make such a donation.

Section 4. This Resolution shall take effect and be in force immediately upon its passage and approval.

PASSED BY THE COUNCIL of the City of Idaho City this ____ day of _____, 2024.

APPROVED BY THE MAYOR of the City of Idaho City this ____ day of _____, 2024.

_____

Kenneth Everhart, Mayor

ATTEST:

_____

Nancy L. Ptak, City Clerk/Treasurer

Attachment A

Description

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IDAHO CITY, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT FOR A CAT 930M WHEEL LOADER.

WHEREAS, the City has a true and very real need for the acquisition of a new loader; and

WHEREAS, Idaho Code 67-2807 authorizes the City to participate in cooperative purchasing agreements;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Idaho City, Idaho, that the City Council hereby authorizes the Mayor to enter into an agreement with Western States Equipment Company for the purchase of a 2023 Caterpillar 930M Wheel Loader with an AMI Snow Blade and grant of a security interest in the same, and a Governmental Buyback provision, as specified in the attached "Sales Agreement."

PASSED BY THE COUNCIL of the City of Idaho City this 15th day of January, 2024.

APPROVED BY THE MAYOR of the City of Idaho City this 15th day of January, 2024.

_____

Kenneth Everhart, Mayor

ATTEST:

_____

Nancy L. Ptak, City Clerk/Treasurer

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: CITY OF IDAHO CITY

Address
City
State

Good if:
Acknowledged by Jan-5-2024
Funded by Jan-5-2024

DEALER

WESTERN STATES EQUIPMENT COMPANY H510
Sales person Warriner H510, Jason
Dealer contact Jennifer Krasselt H510
Telephone

Quote number 4624459
Fax Number
Quote Date 06-Dec-23
Quote Time 02:28:07 PM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type Governmental Lease
Number of Payments 8 Annual
Payments in Advance

Quoted By Tyler Crow
Report Created By Edward Grech

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	930M	375	1	261,100.00	261,500.00	See Amort. Schedule	135,000.00	6.9900%

Special Conditions:
930M
NEW AMI 12' BLADE NON-CAT ACCESSORIES S/N 23007166-01-01
Serial Number - J5K00589, Model Year - 2023, Standard Environment;
Major Attachments-Air Conditioning, Cab, Ride Control, Tires; Blades/Buckets/Rippers-Quick Coupler, General Purpose Bucket;
Manual Configuration and Work Tools:

Payment Structure - Asset
7 Annual payment(s) 30,751.28
1 Stub payment(s) 135,000.00

	Model	Insurance	Payment w/Insurance
New	930M	3,916.25	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Caterpillar Financial Services Corporation

Acknowledged by:

CITY OF IDAHO CITY

Date

SALES AGREEMENT

AGREEMENT: Q000345530-2
AGREEMENT DATE: 12/6/2023
AGREEMENT EXPIRES: 1/4/2024
WAREHOUSE: Meridian Machine Sales
CUSTOMER NO.: 4192400
CUSTOMER PO:
SALESMAN: Jason F Warriner

Meridian
500 E Overland Rd Meridian, ID 83642
208.888.2287

Jason.Warriner@wseco.com

SOLD TO:
City Of Idaho City
PO Box 130
Idaho City, ID 83631-0130

SHIP TO:
Office
PO Box 130
Idaho City, ID 83631-0130

ITEM DESCRIPTION	PRICE
2023 Caterpillar 930M S/N: J5K00589 SMU: 29 hrs ID:E0113322	$239,600.00
• New Warranty - MS New Warranty-7 Years 2,500 Hour Governmental Failsafe Warranty	
• Machine Training - MS Machine Training-Customer Training	
AMI BLADE WL S/N: 23007166-01-01 YEAR: 2023 ID: E0132447	$21,500.00
Governmental Buyback - Governmental Buyback/7 Years/2,500 Hours/$135,000	$0.00

Notes

Before Tax Balance	$261,100.00
Sales Tax	$0.00
Trade Payoff	$0.00
Downpayment	$0.00
Net Due	**$261,100.00**

Western States Equipment

Order Received by _____

Title Regional Sales Manager Date _____

City Of Idaho City

Approved and Accepted by _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: *All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.*
Warranty: *By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.*

SALES AGREEMENT

NO.: Q000345530-2

EQUIPMENT DETAILS

3775597 ELECTRONICS AR - $0.00
4540628 POWERTRAIN AR - $0.00
5270402 INSTALLATION AR - $0.00
5412672 930M SWL AGRICULTURE - $251,040.00
5490451 CAB, DELUXE - $5,300.00
5255964 WEATHER, COLD START 120V - $2,740.00
5365340 ENVIRONMENT, MEDIUM DEBRIS - $3,265.00
4454725 JUMPER LINES, AUX 3RD, FUSION - $750.00
5590844 LIGHTS, AUX, LED, PREMIUM - $1,325.00
5365293 HYDRAULICS, 3V, CPLR READY, SL - $3,070.00
5650909 PRODUCT LINK, CELLULAR PLE641 - $472.00
3336529 DIFFERENTIAL, OPEN REAR - $0.00
5413067 LIGHTS, ROADING, LED, RH - $1,135.00
3336850 STEERING, STANDARD - $0.00
5198081 TOOLBOX AUX, NONE - $0.00
3760828 TIRES, 20.5R25 TI MXL * L3 - $16,370.00
0P9003 LANE 3 ORDER - $0.00
0P0210 PACK, DOMESTIC TRUCK - $0.00
0G6022 CERTIFICATE OF ORIGIN, ENGLISH - $0.00
ANGLE BLADE 12' - $17,091.40
SNOW BLADE CORNER MARKERS (SET OF 2) - $0.00
4302952 FILM GP AG HANDLER - 926M - $0.00
5132578 HYDRAULIC AR - $0.00
5412675 CHASSIS AR - $0.00
5301623 LINES, AUX 3RD, STD LIFT - $395.00
5524465 CTWT, HEAVY, 2668LBS, 5PCS - $3,470.00
5270422 ENGINE - $0.00
3668148 FENDERS, STANDARD - $0.00
5365280 HYDRAULICS, STANDARD - $0.00
4218926 SERIALIZED TECHNICAL MEDIA KIT - $0.00
5365313 QUICK COUPLER, FUSION - $5,440.00
4302943 PREP PACK, UNITED STATES - $0.00
4302860 RIDE CONTROL - $5,240.00
3721868 STANDARD RADIO (12V) - $955.00
5635967 SEAT, DELUXE - $1,380.00
4174929 BUCKET-GP, 3.8 YD3, FUS, BOCE - $12,542.00
6198443 HYDRAULIC OIL, STANDARD - $0.00
0P2407 ANTIFREEZE, -50C (-58F) - $354.00
0P2266 SHIPPING/STORAGE PROTECTION - $266.00
WT-ALLIED WT-ALLIED - $0.00
500 SERIES SNOW BLADE FRAME WITH MOULDBOARD FLOAT OPTION - CARBIDE CUTTING EDGE - $0.00

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WESCO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased **"AS IS"** and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled **"EQUIPMENT FAILURE/LIMITATION OF REMEDIES"** of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indentical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	**WESTERN STATES EQUIPMENT COMPANY**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: Regional Sales Manager
Date: _____	Date: _____

WESTERN STATES CAT

STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - **Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)**

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Idaho City			**OWNER PHONE**	
OWNER ADDRESS, CITY and ZIP CODE PO Box 130 Idaho City, ID 83631-0130				
EXTENDED WARRANTY COVERAGE New Warranty - MS New Warranty-7 Years 2,500 Hour Governmental Failsafe Warranty				
MODEL 930M	**PRODUCT DESCRIPTION** 930M	**HOUR METER** 29	**SERIAL NUMBER** J5K00589	**DELIVERY DATE**

IMPORTANT NOTE TO OWNER: **Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: **I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)**

OWNER/LESSEE SIGNATURE : **DATE:**

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : **DATE:**

TRANSFER: **The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.**

Purchase Application ☐ COMMERCIAL ☐ FORESTRY ☐ WASTE ☐ GOVERNMENTAL ☐ AG	**PURCHASER NAME**	**DATE MACHINE SOLD**	**DATES INSPECTION COMPLETED & APPROVED**	
	ADDRESS (STREET, RR)	**(CITY/TOWN)**	**(STATE)**	**(ZIP CODE)**
	TRANSFER HOUR METER READING	**SIGNATURE OF NEW BUYER**	**DEALER CONFIRMATION**	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for otherproducts, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.
Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is ó months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders , mini hydraulic excavators, skid steer loaders , multi terrain loaders , and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filers, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. Owner Responsibilities: The user is responsible for: I) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. I0) Costs associated with travel time and mileage required for on-site repairs.
EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, ubject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.
Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.
Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. I0) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. I1) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.
Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: I) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts.4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.
Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:
Scheduled Hours Available for Work (numerator)
Scheduled Hours (denominator)
The machine availability will be evaluated at I2-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner $25.00 per hour for the
hours necessary to "enhance" availability to the 95%level.
Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.
Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.
Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: I) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance æ set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 1 0) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: 'Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended
Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: I) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: I) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a $50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a $50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OFTHE MACHINE SERVICE CONTRACTPROVIDERUNDERTHIS MACHINE SERVICE CONTRACTARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHTN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATTED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDEWOWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 I 800 248-4228

CATERPILLAR®

Caterpillar Inc.

Peoria, Illinois 61629

☐ Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record — Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	930M	J5K00589	29		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR. MALACATE, CABINA, TRANMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta) City Of Idaho City

Dirección postal completa PO Box 130 Idaho City, ID 83631-0130

Country
país USA

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

☐ 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.

☐ 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos

☐ 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.

☐ 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature
Firma del usuario _____

Dir. Rep. Signature
Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.

CATERPILLAR®

DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html .

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document").The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

Company : _____

Company Name (print) : _____

Company Representative (print) : _____

Signature : _____

Date : _____

FOR DEALER USE ONLY

Company UCID : _____

Company Representative CWS ID : _____

Main Store Dealer Code : _____

Dealer Representative Name : _____

Dealer Representative CWS ID : _____

Governmental Buyback

Dear City Of Idaho City,

Wednesday, December 6, 2023

Reference Agreement: Q000345530-2

Please accept this letter as a guarantee for purchase of your Caterpillar machine mentioned in the box below. This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the term for the amount of value based on maximum of S.M.U's stated below. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value. Term begins at date of delivery, or start of financial contract.

Model	Serial Number	Term - Amount - Maximum S.M.U.'s
930M	J5K00589	Governmental Buyback/7 Years/2,500 Hours/$135,000

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. If machine is equipped with tires: have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recapped tires).
4. If machine is equipped with tracks: have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers.
5. Have no cracked or broken glass.
6. Have no missing sheet metal and any damage to sheet metal.
7. Have no structural damage to frame.
8. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
9. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require ninety (90) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to City Of Idaho City.

If you have any questions or if we may be of further assistance, please call.

Sincerely,

Vice President, Finance

Authroized Signature

Used Equipment Manager

Digital Offerings

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- ☐ VisionLink® (fleet managment)
- ☐ Parts.Cat.Com/Cat® Central (buy parts online)
- ☐ Cat® Inspect (paperless inspection platform)
- ☐ Cat® SOS Manager (oil samples)
- ☐ Cat® Rental Store (manage equipment rentals)
- ☐ Cat® SIS (service & parts information)

2023 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2023	Discount to Customer (Off List Price)
Pavers	
AP300	18.00%
AP355	18.00%
AP400	18.00%
AP455	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%
Rollers	
CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB15	19.00%
CB16	19.00%
CB2.5	19.00%
CB2.5GC	19.00%
CB2.7	19.00%
CB2.7GC	19.00%
CB2.9	19.00%
CB4.0	19.00%
CB4.4	19.00%
CC2.7	19.00%
CC2.7GC	19.00%
CC4.0	19.00%
CCS9	19.00%
CP11GC	19.00%
CP12GC	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS10GC	19.00%
CS11GC	19.00%
CS12GC	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS74	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%
Track Type Tractors	
D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	OTO
D10	OTO
Wheeled Excavators	
M314	26.00%
M315	26.00%
M316	26.00%
M318	26.00%
M319	26.00%
M320	26.00%
M322	26.00%
Material Handlers	
MH3022	26.00%
MH3024	26.00%
MH3026	26.00%
MH3040	26.00%
Cold Planers	
PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%
Reclaimers	
RM400	20.00%
RM500	20.00%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

NOTE: Due to global supply chain cost increases:

1. All new machines are subject to a commodity surcharge of up to 20%. (In some cases, increased tire costs may cause this number to be greater
2. All new attachments are subject to a commodity surcharge of up to 25%.

Machine Model*	New Equipment
2023	Discount to Customer (Off List Price)

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

120	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Machine Model*	New Equipment
2023	Discount to Customer (Off List Price)
Excavators	
300.9	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
302	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
305	20.00%
306	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
317	19.00%
317GC	20.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	16.00%
340	15.00%
350	16.00%
352	10.00%
374	10.00%
Forest Machines	
538	15.00%
548	15.00%
558	15.00%
568	15.00%
Backhoe Loaders	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%
Wheel Tractor Scrapers	
621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%
Articulated Trucks	
725	17.00%
730	17.00%
735	17.00%
740	17.00%
740GC	17.00%
745	17.00%
Rigid Frame Trucks	
770	3.00%
772	3.00%
773	3.00%
Landfill Compactors	
816	12.00%
826	12.00%
836	12.00%
Wheel Dozers and Soil Compactors	
814	15.00%
815	13.00%
816	15.00%
824	15.00%
825	13.00%
834	15.00%
Wheel Loaders	
903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
920	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Machine Model*	New Equipment
2023	Discount to Customer (Off List Price)
966GC	20.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Aftermarket Worktools	15.00%

Caterpillar Safety Services	15.00%
Technology Enabled Safety Solutions	N/A

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is offered under Sourcewell contract #062320-CAT

Parts & Service is discounted by the servicing dealer according to work order volume

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: Peter L Redpath **Date:** 3/13/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 3, 2019
Date

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature: Patrick Kearns
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C8ED2A13B0064BB...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E428BF617A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North America Industry Manager

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 16, 2019

Sourcewell Contract # 032119-CAT

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

Authorized Signature: [illegible]

Authorized Name (printed): Patrick Kenny

Title: North American Industry Manager

Date: 3/6/19

Notarized

OFFICIAL SEAL
JODY R. MCKENZIE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Feb 2, 2020

Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: [illegible]

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Caterpillar Inc.

Questionnaire completed by: Patty Redpath

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

   Our dealers accept payment from members and their terms may vary. The most common term is net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

   Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

   Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

   1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
   2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
   3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
   4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

   Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

   Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

  Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

  We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

  The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

  We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where is it located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

  Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

  We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

   After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

   a) Powertrain
   b) Powertrain + Hydraulics

c) Powertrain + Hydraulics + Technology
d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is **lower** for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

____X___c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
N4 - Advanced Components and Technologies, Mossville (Il), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
T3 - Solar Turbines Europe S.A. – Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
T3 - Solar Turbines Inc. - Turbofab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)
T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
T3 - Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our "green initiatives" more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System
Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
Mapleton - 14001:2004 self-certification - issued January 2013
Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisonLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The "Cat Inspect" app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer's ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Patrick A. Redpath **Date:** 3/13/19

Cooperative Purchasing

Sourcewell
Formerly NJPA

Compliant, Competitive, and Convenient

Contracts for government, education, and nonprofits

Accomplish More

As a leader in cooperative purchasing, we are passionate about helping members fulfill their public service missions.

We are building stronger relationships with members and vendors to develop practical solutions together.

Learn how we can serve you. For contract documents and member information, visit:

Sourcewell-mn.gov
888-896-3950

Vendor related questions:

Patty Redpath
309-494-4578
redpath_patty@cat.com

Lori Westhafer
309-578-8275
westhafer_lori_k@cat.com

Compliant

- Trusted process satisfies bid requirements
- Government agency that works like you
- Achievement of Excellence in Procurement recipient

Competitive

- Buying power of 50,000 members
- Contracts offer ceiling-based pricing, volume discounts

Convenient

- More than 300 trusted brands under contract
- Full catalog of options for a complete solution
- Easy, no-cost membership

CATERPILLAR®

Contract #032515-CAT

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0ED2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North America Industry Manager

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

City of Idaho City

CAT 930M Wheel Loader

Sourcewell Summary

Machine List Pricing	$ 315,509.00
Sourcewell Discount off List (24%)	($ 75,723.00)
AMI Snow Blade	$ 21,500.00
Warranty/Prep/Freight/Training	$ 14,962.00
Additional WSECO Discount to Idaho City	($ 15,148.00)
Discounted Sales Price to City of Idaho City	$ 261,100.00

Machine comes with a 7 Year 2,500 Hour Governmental Failsafe Warranty.

Machine comes with a 7 year 2,500 Hour Guaranteed buyback of $135,000

Payment would be $30,751.28/year

Machine comes with complete operator training.

GOVERNMENTAL FAILSAFE COVERAGE

FIXED OPERATING COST WITH TOTAL RISK COVERAGE

You count on your Cat® machines to get the job done, day in and day out. Governmental Failsafe offers the only coverage designed specifically for new Cat equipment — giving you the highest level of repair cost protection available along with preventative maintenance filter kits shipped to your door. Comprehensive Governmental Failsafe options protect your investment and your peace of mind.

INCLUDES COMPLETE COVERAGE OF THE FOLLOWING ITEMS

CAT® CONNECT TECHNOLOGY COMPONENTS - COMPACT, GRADE, PAYLOAD, LINK.
Integrated Machine Displays
Monitors
Sensors
Cables/Harness Wiring
Engine Control Module (ECM)
GNSS Antennas
GNSS Receivers
Inertial Measurement Unit
Laser Catcher/Receiver
Satellite Receiver
Position Sensing Cylinders
Integrated Joystick Buttons/Controls
Software
Status Lights
Load Lights
VIMS (Virtual Information Management System)
Asset Control System
Product Link System Cellular and Satellite
Global Positioning System

STEERING & IMPLEMENT CONTROLS
Hydraulic Pumps
Hydraulic Motors
Hydraulic Cylinders
Hydraulic Valves
Hydraulic Accumulators
Hydraulic Lines
Hydraulic Hoses
Electronic Controls - Implement & Steering
Joystick
Pilot Control Valve
Hydraulic Tank
Hydraulic Oil Filter Base
Hydraulic Swivel
Hydraulic Oil Temp Sensor
Hydraulic Oil Cooler
Transmission Oil Lines
Drive Train Oil Lines
Steering Gear & Valve

ENGINE
Fan & Fan Drive
Hydraulic Fan Motor
Jacket Water Pump, Drive Group
Thermostat/Regulator
Timing/Accessory Gears
Timing Chain/Belt
Engine Oil Cooler
Engine Oil Pump
Engine Oil Pan Group
Engine Oil Filter Housing/Base
Cylinder Block
Cylinder Head Casting
Crankshaft Main & Rod Bearings
Piston & Connecting Rod
Pistons & Piston Rings
Camshaft & Camshaft Bearing
Inlet/Exhaust Valve
Push Rod & Balancer
Rocker Arm & Rocker Shaft Assembly
Valve Cover & Base
Valve Spring
Valve Guide
Flywheel
Air Line/Pipe
Aftercooler Group
Turbocharger
Manifolds, Inlet & Exhaust
Fuel Pump
Governor
Fule Injection Pump
Fuel Transfer Pump
Solenoids/Sensors
Electronic Control Module (ECM)

ENGINE RELATED
Radiator
Exhaust Muffler
AC Compressor/Condensor
Governor/Speed Controls & Linkages
Fuel Lines
Fuel Tank & Associated Parts
Coolant and Water Lines
Oil Hoses & Lines
Air Compressor

ELECTRONICS
Cat Grade Control
Traction Control System
Protection Devices & Alarms
Speed Sensors

STARTING/CHARGING
Starter Motor
Starter Solenoid
Alternator/Generator
Battery Cables
Start Switch
Main Power Relay
Regulator

BRAKING
Brake Master Cylinder
Vacuum Pump & Wheel Cylinder
Brake Caliper, Head Assembly
Control Valves & Brake Lines
Accumulator
Wet Brake Assemblies
Parking Brake

CAB
Steering Column & Console
Seat
Gauges/Indicators/Instruments
Circuit Board
Wiring Harness/Switches
Relays/Circuit Breakers
Fuse/Circuit Breaker Panel

STRUCTURES & MAINFRAME
Chassis/Implement Frames
Weldment/Carbody/Main Frame
Track Roller Frame/Track Adjuster
Recoil Spring

TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE
Transmission Case
Transmission Gears
Transmission Shaft
Transmission Hydraulic Control
Transmission Electronic Control
Transmissions Oil Pump
Transmissions Oil Filter Base
Torque Converter
Transfer Gear Group

DRIVE TRAIN
Differential Case
Differential Steering Components
Axle Housing Assembly
Axle Shaft
Drive Axle
Final Drive Case/Bore
Final Drive Gears
Universal Joint

STEERING & SUSPENSION
Power Steering Logic Module
Steering Linkage
Tie Rod
Axle Spring
Bogie Suspension
Cross Slope Control
Equalizer Bar & Support
Equalizer Bar Center Pin Support
Stabilizer
Suspension Control & Control Valve
Suspension Cylinder

WESTERN STATES CAT

ADDITIONAL BENEFITS OF GOVERNMENTAL FAILSAFE

- Filter kits shipped to an address of your choosing, at the time needed, based on machine hours.
- Oil samples and results, to build trends to reduce the opportunity of unplanned failures.
- Annual machine inspection completed by Caterpillar Certified Technician.
- Support from 260 Cat Technicians including 95 Field Technicians to keep your machines operating.
- Machine connectivity with Caterpillar telematics.
- Interpretation of connectivity data by PSSR.
- Travel time and mileage coverage to perform warrantable failures.
- Online access to OM&M, parts and service manuals.
- 95% equipment uptime availability guarantee.
- 97% parts fill rate within 2 days.
- Guaranteed machine buy-back.

KNOW YOUR RESPONSIBILITIES

To qualify for coverage under Governmental Failsafe, you must:

- Operate your equipment according to the Cat Operation & Maintenance Manual (OMM) (e.g., no improper fuel use).
- Ensure recommended preventive maintenance is performed at intervals specified in the OMM.
- Promptly provide your equipment for repair in the event of a covered failure.
- Provide lubricating oil, antifreeze, dry filters and consumables for machine operation.
- Understanding and following of guaranteed buy-back provisions.

WARRANTY TERMS

5 YEAR / 5000 HOUR

Effective Date _____

Model _____

S/N _____

_____
Authorized Western States Cat Representative Signature

WE'RE READY WHEN YOU ARE.

WESTERN STATES CAT

www.WesternStatesCat.com
800-852-2287

Amortization Schedule

Quote number	4624459
Customer	CITY OF IDAHO CITY
Model	930M Small Wheel Loader
Serial Number	J5K00589

Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest	Interest Rate	Principal	Ending Balance
		261,500.00						
1	261,500.00	0.00	30,751.28	0.00	0.00	6.99%	30,751.28	230,748.72
total		261,500.00	30,751.28	0.00	0.00		30,751.28	
2	230,748.72	0.00	30,751.28	0.00	16,129.33	6.99%	14,621.95	216,126.77
total		0.00	30,751.28	0.00	16,129.33		14,621.95	
3	216,126.77	0.00	30,751.28	0.00	15,107.26	6.99%	15,644.02	200,482.75
total		0.00	30,751.28	0.00	15,107.26		15,644.02	
4	200,482.75	0.00	30,751.28	0.00	14,013.74	6.99%	16,737.54	183,745.21
total		0.00	30,751.28	0.00	14,013.74		16,737.54	
5	183,745.21	0.00	30,751.28	0.00	12,843.78	6.99%	17,907.50	165,837.71
total		0.00	30,751.28	0.00	12,843.78		17,907.50	
6	165,837.71	0.00	30,751.28	0.00	11,592.05	6.99%	19,159.23	146,678.48
total		0.00	30,751.28	0.00	11,592.05		19,159.23	
7	146,678.48	0.00	30,751.28	0.00	10,252.82	6.99%	20,498.46	126,180.02
total		0.00	30,751.28	0.00	10,252.82		20,498.46	
8	126,180.02	0.00	135,000.00	0.00	8,819.98	6.99%	126,180.02	0.00
total		0.00	135,000.00	0.00	8,819.98		126,180.02	
total		261,500.00	350,258.96	0.00	88,758.96		261,500.00	

Ending Balance not equal to early buy out amount.

FIVE PROPOSALS FOR CITY COUNCIL TO CONSIDER

1) **Update Zone – Residential (R) with the added language that homes must be greater than 400 sf of living space.**

2) **Adopt the proposed City Zoning Matrix and incorporated Land Use and Area and Height Regulations table. (Excel file attached called: "City Zoning Matrix 22-11-07.xlsx")**

3) **Include "Tiny Home" definition as defined by Idaho Residential Code, see APPENDIX A of this document.**

4) **Update definition of livestock in city Ordinance "5-3-6: LIVESTOCK:" to allow for 96 hours (weekend events), see APENDIX A of this document.**

5-3-6: LIVESTOCK:

A. Property Requirement: No person shall keep, harbor or maintain any livestock within the City unless such person provides a minimum of one-half ($^1/_2$) acre per head of livestock, dedicated to such keeping, harboring or maintaining.

B. Applicability: Any livestock which physically remains within the City for a period in excess of ~~twenty-four~~ **ninety-six** (~~24~~ **96**) hours shall be deemed to be kept, harbored or maintained.

C. Exception: This Section shall not apply to the Chief of Police, the Sheriff of Boise County, any brand inspector of the State, or any veterinarian performing any duties required by title 25, Idaho Code, or this Chapter. (Ord. 268, 6-9-1998)

5) **Revise ordinance 367 as follows:**

4-4-1 : <u>Short Title:</u> This ordinance shall be referred to as the "Short-Term Recreational Vehicle Use Ordinance."

4-4-2 : <u>Definitions:</u> For the purposes of this chapter, the terms Recreational Vehicle or RV include, but are not limited to, the following specific vehicles:

Camper: A separate vehicle designed for human habitation and which can be attached or detached from a pickup truck. When removed from the truck, campers are called "unmounted campers". These campers are sometimes referred to as "truck campers" and "overhead campers". Camper shells on pickup trucks are excluded from this definition.

Camping Trailer: A type of trailer or trailer coach, the walls of which are so constructed as to be collapsible and made out of either canvas or similar cloth, or some form of rigid material such as fiberglass, plastic or metal. The walls are collapsed while the recreational vehicle is being towed or stored and are raised or unfolded when the vehicle becomes temporary living quarters and is not being moved.

Motor Home: A motorized vehicle that has a truck or motor van chassis primarily designed to provide temporary living quarters for travel, camping, recreation and vacation use.

Travel Trailer: A trailer without its own motive power, designed as a temporary dwelling for travel, camping, recreation and vacation use. This definition includes fifth wheelers.

4-4-3 : <u>General Provision Regarding Recreational Vehicles:</u>

Except as otherwise provided herein or in other sections the City Code of Idaho City or unless otherwise prohibited, no person shall park or place within the city limits any recreational vehicle actively in use as sleeping or living accommodations for more than fourteen (14) consecutive days in any six (6) month period, unless the recreational vehicle is located in a mobile home or recreational vehicle park.

~~**4-4-4 : <u>Exceptions:</u>**~~

~~A. A recreational vehicle may be used as temporary housing when a building permit has been issued and a permanent dwelling structure is being constructed or substantially remodeled such that the permanent dwelling structure is not habitable.~~

~~B. A recreational vehicle may be used for a longer period of time than otherwise allowed in this Chapter when it is connected through an approved and exclusive connection to city water and sewer services, provided that appropriate steps must be taken between the months of October through May to ensure adequate snow removal from or prevent the accumulation of snow on the roof of the recreational vehicle and to protect water and sewer connections from freezing. The use of tarps or other temporary covers is prohibited. The recreational vehicle must be placed to comply with the setback requirements of the Zoning Regulations of the City Code of Idaho City and may not be placed in the public right-of-way or other easement used for vehicular ingress and egress to the public highway or public right-of-way. The recreational vehicle shall have a current registration and shall be in operational condition so it can be operated in a safe and lawful manner upon the roads and highways in the State of Idaho as set forth in the Motor Vehicle Laws of the State of Idaho, title 49, Idaho Code. A recreational vehicle shall not be set on blocks with the tires or running gear removed.~~

~~C. A recreational vehicle may continue to be used and maintained as permanent housing in the same manner and under the same conditions when it was being used as permanent housing before this Chapter Ordinance was originally enacted and until a change of use occurs, relocation to another property occurs, or an occupancy permit issued is issued for a permanent dwelling structure on the property. A recreational vehicle may be repaired or replaced. The exception in this paragraph does not supersede, excuse, or waive compliance with any other provision of the City Code of Idaho City, or any other applicable federal, state, or local law, regulation, rule, or ordinance.~~

4-4-5 : <u>Penalty</u>:

A. A first violation of this chapter shall be an infraction punishable by a penalty not to exceed fifty dollars ($50).

B. A second violation of this chapter within three (3) years of the commission of the first offense for which the person was convicted shall be an infraction punishable by a penalty not to exceed one hundred dollars ($100).

C. A third violation of this chapter within three (3) years of the commission of the first offense for which the person was convicted shall be a misdemeanor and be punishable by a fine not exceeding one thousand dollars ($1,000), by imprisonment not to exceed six months, or both.

D. Each twenty-four (24) hour period that a violation continues shall be a separate violation.

Section 3. CORRECTION TO SECTION 3, CHAPTER 1, TITLE 8 OF THE CITY CODE.

The City Code of Idaho City, Section 8-1-3 be amended with the following correction: 8-1-3: MOBILE HOME, TRAILER OR MANUFACTURED HOME:

Any mobile home, trailer or manufactured home which is proposed to be placed upon property inside the corporate limits of the City shall meet the standards set forth by the Idaho Division of Building Safety. This requirement shall also apply to moving an existing mobile home, trailer or manufactured home from one lot inside the City limits to another lot inside the City limits. Any such mobile home or trailer shall not be older than the year 1976.

Section 4. SAVINGS CLAUSE. Ordinance 1-35 repealed by this ordinance, shall remain in force to authorize the arrest, prosecution, conviction and punishment of a person who violates Ordinance 1-35 prior to the effective date of this ordinance.

Section 5. SEVERABILITY CLAUSE. The sections of this ordinance are severable. The invalidity of a section shall not affect the validity of the remaining sections.

Section 6. EFFECTIVE DATE. That this ordinance shall be in full force and effect upon passage, approval and publication according to law.

APPENDIX A

IDAHO RESIDENTIAL CODE – TINY HOME

Section AR101 Scope

This appendix shall be applicable to tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix.

Section AR102 Definitions

The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of this code for general definitions.

Tiny House. A dwelling that is four hundred (400) square feet (thirty-seven (37) m) or less in floor area excluding lofts.

Escape and Rescue Roof Access Window. A skylight or roof window designed and installed to satisfy the emergency escape and rescue opening requirements in Section R310.

Landing Platform. A landing provided as the top step of a stairway accessing a loft.

Loft. A floor level located more than thirty (30) inches (762 mm) above the main floor and open to it on at least one (1) side with a ceiling height of less than six (6) feet eight (8) inches (2032 mm), used as a living or sleeping space.

Section AR103 Minimum Ceiling Height

Habitable space and hallways in tiny houses shall have a ceiling height of not less than six (6) feet eight (8) inches (2032 mm). Bathrooms, toilet rooms, and kitchens shall have a ceiling height of not less than six (6) feet four (4) inches (1930 mm). Obstructions shall not extend below these minimum ceiling heights including beams, girders, ducts, lighting and other obstructions.

Exception: Ceiling heights in lofts are permitted to be less than six (6) feet eight (8) inches (2032 mm)

Section AR104 Lofts

AR104.1 Minimum Loft Area and Dimensions

Lofts used as a sleeping or living space shall meet the minimum area and dimension requirements of Sections AR104.1.1 through AR104.1.3.

AR104.1.1 Minimum Area

Lofts shall have a floor area of not less than thirty-five (35) square feet (3.25 m).

AR104.1.2 Minimum Dimensions

Lofts shall be not less than five (5) feet (1524 mm) in any horizontal dimension.

AR104.1.3 Height Effect on Loft Area

Portions of a loft with a sloping ceiling measuring less than three (3) feet (914 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

Exception: Under gable roofs with a minimum slope of 6:12, portions of a loft with a sloping ceiling measuring less than 16 inches (406 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

AR104.2 Loft Access

The access to and primary egress from lofts shall be any type described in Sections AR104.3 through AR104.6.

AR104.3 Stairways

Stairways accessing lofts shall comply with this code or with Sections AR104.3.1 through AR104.3.5.

AR104.3.1 Width

Stairways accessing a loft shall not be less than seventeen (17) inches (432 mm) in clear width at or above the handrail. The minimum width below the handrail shall be not less than twenty (20) inches (508 mm).

AR104.3.2 Headroom

The headroom in stairways accessing a loft shall be not less than six (6) feet two (2) inches (1880 mm), as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of their width. Exception: The headroom for a landing platform, where stairways access lofts, shall be not less than four (4) feet six (6) inches (1372 mm).

AR104.3.3 Treads and Risers

Risers for stairs accessing a loft shall be not less than seven (7) inches (178 mm) and not more than twelve (12) inches (305 mm) in height. Tread depth and riser height shall be calculated in accordance with one of the following formulas:

1. The tread depth shall be twenty (20) inches (508 mm) minus 4/3 of the riser height, or
2. The riser height shall be fifteen (15) inches (381 mm) minus 3/4 of the tread depth.

AR104.3.4 Landing Platforms

The top tread and riser of stairways accessing lofts shall be constructed as a landing platform where the loft ceiling height is less than six (6) feet two (2) inches (1880 mm) where the stairway meets the loft. The landing platform shall be eighteen (18) inches to twenty-two (22) inches (457 to 559 mm) in depth measured from the nosing of the landing platform to the edge of the loft, and sixteen (16) to eighteen (18) inches (406 to 457 mm) in height measured from the landing platform to the loft floor.

AR104.3.5 Stairway Handrails

Handrails shall comply with Section R311.7.8.

AR104.3.6 Stairway Guards

Guards at open sides of stairways shall comply with Section R312.1.

AR104.4 Ladders

Ladders accessing lofts shall comply with Sections AR104.4.1 and AR104.4.2

AR104.4.1 Ladder Size and Capacity

Ladders accessing lofts shall have a rung width of not less than twelve (12) inches (305 mm) and ten (10) inches (254 mm) to fourteen (14) inches (356 mm) spacing between rungs. Ladders shall be capable of supporting a two hundred (200) pound (75 kg) load on any rung. Rung spacing shall be uniform within 3/8-inch (9.5 mm).

AR104.4.2 Ladder Incline

Ladders shall be installed at seventy (70) to eighty (80) degrees from horizontal.

AR104.5 Alternating Tread Devices

Alternating tread devices accessing lofts, and handrails of alternating tread devices shall comply with sections 1011.14.1 and 1011.14.2 of the International Building Code, excluding the exception. The clear width at and below the handrails shall be not less than twenty (20) inches (508 mm).

AR104.6 Ships Ladders

Ships ladders accessing lofts, and treads and handrails of ships ladders shall comply with sections 1011.15.1 and 1011.15.2 of the International Building Code. The clear width at and below handrails shall be not less than twenty (20) inches (508 mm).

AR104.7 Loft Guards

Loft guards shall be located along the open side of lofts. Loft guards shall not be less than thirty-six (36) inches (914 mm) in height or one (1)-half of the clear height to the ceiling, whichever is less.

Section AR105 Emergency Escape and Rescue Openings

Tiny houses shall meet the requirements of Section R310 for emergency escape and rescue openings. Exception: Escape and rescue roof access windows in lofts used as sleeping rooms shall be deemed to meet three (3) requirements of Section R310 where installed such that the bottom of the opening is not more than forty-four (44) inches (1118 mm) above the loft floor, provided the escape and rescue roof access window complies with the minimum opening area requirements of Section R310.

CITY OF IDAHO CITY 10-6-3 LAND USE and AREA and HEIGHT REGULATIONS

FRONT PAGE I

Proposed changes in green, as of 2022-11-07

LAND USE		ZONE					NOTES
		R	C	I	G	MU	
Commercial:							
	Animal boarding facilities					C	
	Automotive sales/service		P				
	Bed and breakfasts	C	P			C	
	Churches		C			C	
	Communication transmitters, towers					C	
	Community use centers				C	C	
	Equine centers, including stables, riding arenas, riding schools and trails		C			C	
	Grocery and convenience stores		P			C	
	Home occupations/accessory uses		P			C	
	Hotels/motels		P			C	
	Laundromats, dry cleaners		P			C	
	Limited service	C	P			C	
	Maintenance and storage facilities			P		C	
	Medical clinics/medical buildings or facilities		P			C	
	Parking and transit service facilities			P		C	
	Parks, playgrounds, indoor/outdoor recreation facilities, campgrounds, golf course facilities				C	C	
	Professional offices		P	P		C	
	Public or private airports, heliport pads				C	C	
	Recreational Vehicle Park		C			C	Not allowed in R, I or G Lot sizes, setbacks, screening, to be defined in ordinance, may require rezoning for certain existing facilities, or enforcing current ordinances
	Restaurants, bars, brewpubs, nightclubs		P			C	
	Sales or marketing facilities and model homes		P				
	Spas, salons, health clubs and fitness centers		P			C	
	Theaters, movie houses or other entertainment uses		P			C	
	Uses related to on site development and construction, including rock quarries, rock crushing and storage, asphalt and concrete batch facilities and associated manufacturing, construction yards, storage and administrative buildings and landscape nurseries			C			
	Wholesale/retail	C	P			C	

LAND USE		ZONE					NOTES
		R	C	I	G	MU	
Industrial:							
	Light manufacturing		C	P			
	Heavy manufacturing			C	C		
	General agriculture			P			
	Timber production			P			
Government:							
	Governmental buildings and facilities				C		
Mixed Use:							
	Public and private clubs, lodges, or social halls, including all related buildings and facilities		C			C	
	Public and private schools, daycare facilities, preschools and other educational facilities	C	C		C	C	
	Public recreation			C	C	C	
	Public service and utility services, including all related buildings and facilities			P			
Residential:							
	Accessory Dwelling Unit	C					
	Duplex	P	P				Only allowed in R or C
	Manufactured housing	P					
	Mobile Home	C					
	Multi Family	C	P				Only allowed in R or C
	Recreational Vehicle	C	C				
	Single Family	P	P				Only allowed in R or C
	Tiny Home	C	C				
	Yurts		C				

D. Schedule of Area and Height Regulations:

	R	C	I	G	MU
Maximum height:	35'	35'	35'	35'	35'
Minimum Yard requirements:					
Front	25'	25'	0'	12'	10'
Rear	25'	10'	0'	20'	15'
Side	20'	5'	0'	0'	0'
Maximum lot acreage:	30%	60%	100%	40%	80%
Minimum lot area per DU	5,000 sf	5,000 sf	5,000 sf	5,000 sf	1,000 sf
Density (dwelling units per acre)	8	na	na	na	10

UTILITY BILLING SYSTEM Report ID: 1086 — CITY OF IDAHO CITY

ADJUSTMENTS JOURNAL - Specific Type

For Postdate from 01/01/2024 to 01/08/2024 Ordered by ADJUSTMENT NUMBER from AP and Year 1 - 2024
ALL ADJUSTMENT NUMBERS
ALL ACCOUNTS

14:54:29 - 01/08/2024

ADJUSTMENT TYPES: BILLING CORRECTION, CONSUME CORRECTION, NO ADJUSTMENT TYPE, NSF FEE, ON/OFF FEE, RE-READ

Adjustment Number / Description	Customer Name	Service	Account	Route - Meter	Type	Amount	Post Date
12564	[redacted]		20002-00	02-02	ON/OFF FEE		
ADJUSTMENT		ON/OFF FEE				70.00	01/04/2024
COMMENTS: Shut off 12/28/23 due to lack of payment per payment agreement. Adding on/off fees.				Subtotal for Account 20002-00 :			70.00
12601	[redacted]		30001-00	03-01	BILLING CORRECTION		
ADJUSTMENT		WATER BASE				-19.00	01/08/2024
ADJUSTMENT		SEWER				-11.00	01/08/2024
COMMENTS: Account needs to closed. Charges were incorrect				Subtotal for Account 30001-00 :			-30.00
12602	[redacted]		20158-00	02-158	BILLING CORRECTION		
ADJUSTMENT		WATER LATE FEE				-5.94	01/08/2024
COMMENTS: Remove water late fee - in pay agreement				Subtotal for Account 20158-00 :			-5.94
12603	[redacted]		20019-00	02-19	BILLING CORRECTION		
ADJUSTMENT		WATER LATE FEE				-6.62	01/08/2024
COMMENTS: Remove water late fee - in pay agreement				Subtotal for Account 20019-00 :			-6.62
12604	[redacted]		20071-00	02-71	BILLING CORRECTION		
ADJUSTMENT		WATER LATE FEE				-0.82	01/08/2024
COMMENTS: Remove water late fee - in pay agreement				Subtotal for Account 20071-00 :			-0.82
12605	[redacted]		20291-00	02-291	BILLING CORRECTION		
ADJUSTMENT		WATER LATE FEE				-6.55	01/08/2024
COMMENTS: Remove water late fee - should not have been charged				Subtotal for Account 20291-00 :			-6.55
12606	[redacted]		20293-00	02-293	BILLING CORRECTION		
ADJUSTMENT		WATER LATE FEE				-6.55	01/08/2024
COMMENTS: Remove water late fee - should not have been charged				Subtotal for Account 20293-00 :			-6.55
12607	[redacted]		20169-00	02-169	BILLING CORRECTION		
ADJUSTMENT		WATER LATE FEE				-4.46	01/08/2024
COMMENTS: Remove water late fee - should not have been charged				Subtotal for Account 20169-00 :			-4.46
12608	[redacted]		20170-00	02-170	BILLING CORRECTION		
ADJUSTMENT		WATER LATE FEE				-7.78	01/08/2024
COMMENTS: Remove water late fee - should not have been charged				Subtotal for Account 20170-00 :			-7.78
12609	[redacted]		20171-00	02-171	BILLING CORRECTION		
ADJUSTMENT		WATER LATE FEE				-37.34	01/08/2024
COMMENTS: Remove water late fee - should not have been charged				Subtotal for Account 20171-00 :			-37.34

UTILITY BILLING SYSTEM Report ID: 1086

CITY OF IDAHO CITY

ADJUSTMENTS JOURNAL - Specific Type

For Postdate from 01/01/2024 to 01/08/2024 Ordered by ADJUSTMENT NUMBER from AP and Year 1 - 2024
ALL ADJUSTMENT NUMBERS
ALL ACCOUNTS

14:54:29 - 01/08/2024

ADJUSTMENT TYPES: BILLING CORRECTION CONSUME CORRECTION NO ADJUSTMENT TYPE NSF FEE ON/OFF FEE RE-READ

Adjustment Number / Description	Customer Name	Service	Account	Route - Meter	Type / Amount	Post Date
12610	[redacted]		20172-00	02-172	BILLING CORRECTION	
ADJUSTMENT		WATER LATE FEE			-9.09	01/08/2024
COMMENTS: Remove water late fee - should not have been charged				Subtotal for Account 20172-00 :		-9.09
12611	[redacted]		20173-00	02-173	BILLING CORRECTION	
ADJUSTMENT		WATER LATE FEE			-90.48	01/08/2024
COMMENTS: Remove water late fee - should not have been charged				Subtotal for Account 20173-00 :		-90.48
12612	[redacted]		20173-00	02-173		
ADJUSTMENT		WATER LATE FEE			-89.85	01/08/2024
ADJUSTMENT		SEWER LATE FEE			-89.85	01/08/2024
COMMENTS: Remove old water/sewer late fees from change of owner				Subtotal for Account 20173-00 :		-179.70

Grand Total of Adjustments: -315.33

UTILITY BILLING SYSTEM Report ID: 1020

PAST DUE 60 OR MORE DAYS For target date 01/08/2024

CITY OF IDAHO CITY

14:49:02 - 01/08/2024

Account	Route - Meter / Fund - Service	Customer Name	Service Address	Balance	User Type	Past Due
20001-03	00-NONE	[redacted]	302 ELK CREEK ROAD		COMMERCIAL	
	51 - WATER BASE		Agreement	12405.46		11969.38
	52 - SEWER					
	51 - WATER LATE FEE					
	52 - SEWER LATE FEE			7494.41		7494.41
	51 - MISC					
	51 - OVERPAYMENT					
			Subtotal for Account 20001-03 :	19899.87		19463.79
20019-00	02-19	[redacted]	607 MAIN STREET		RESIDENTIAL	
	51 - WATER BASE			131.04		65.52
	51 - WATER USAGE			1.28		0.64
	52 - SEWER		Agreement	85.43		49.09
	51 - WATER LATE FEE			9.55		2.93
	52 - SEWER LATE FEE			9.55		9.55
	51 - OVERPAYMENT					
			Subtotal for Account 20019-00 :	236.85		127.73
20054-00	02-54	[redacted]	402 MONTGOMERY STREET		RESIDENTIAL	
	51 - WATER BASE			193.44		127.92
	51 - WATER USAGE			1.27		0.84
	52 - SEWER		7-Day	107.29		70.95
	51 - WATER LATE FEE			19.16		6.28
	52 - SEWER LATE FEE			20.41		6.28
	51 - OVERPAYMENT		mailed copy as well			
			Subtotal for Account 20054-00 :	341.57		212.27
20055-00	02-55	[redacted]	401 MONTGOMERY STREET		COMMERCIAL	
	51 - WATER BASE			255.84		190.32
	51 - WATER USAGE			24.66		17.56
	52 - SEWER		7-Day	141.90		105.56
	51 - WATER LATE FEE			27.91		7.12
	52 - SEWER LATE FEE	PD in full 1/11/24		29.33		7.12
	51 - OVERPAYMENT					
			Subtotal for Account 20055-00 :	479.64		327.68
20066-00	02-66	[redacted]	608 MONTGOMERY STREET		RESIDENTIAL	
	51 - WATER BASE			225.96		160.44
	51 - WATER USAGE			14.79		10.67
	52 - SEWER			141.90		105.56
	51 - WATER LATE FEE		7-Days	33.76		16.65
	52 - SEWER LATE FEE			38.52		17.95
	51 - OVERPAYMENT					
			Subtotal for Account 20066-00 :	454.93		311.27
20077-00	02-77	[redacted]	606 MONTGOMERY STREET		RESIDENTIAL	
	51 - WATER BASE			239.00		173.48
	51 - WATER USAGE					
	52 - SEWER			141.90		105.56
	51 - WATER LATE FEE		7-Day	34.39		17.04
	52 - SEWER LATE FEE			39.16		18.28
	51 - MISC					
	51 - OVERPAYMENT					
			Subtotal for Account 20077-00 :	454.45		314.36
20113-00	02-113	[redacted]	201 E WALULLA STREET		RESIDENTIAL	
	51 - WATER BASE			131.04		65.52
	51 - WATER USAGE			0.86		0.43
	52 - SEWER	PD $200 1/9/23		97.41		61.07
	51 - WATER LATE FEE			19.12		12.52
	52 - SEWER LATE FEE			21.62		12.52
	51 - OVERPAYMENT					
			Subtotal for Account 20113-00 :	270.05		152.06

UTILITY BILLING SYSTEM Report ID: 1020

PAST DUE 60 OR MORE DAYS For target date 01/08/2024

CITY OF IDAHO CITY

14:49:02 - 01/08/2024

Account	Route - Meter / Fund - Service	Customer Name	Service Address	Balance	User Type	Past Due
20115-00	02-115	[redacted]	102 E WALULLA STREET		RESIDENTIAL	
	51 - WATER BASE			193.44		127.92
	51 - WATER USAGE			0.21		0.14
	52 - SEWER		7-Day	107.29		70.95
	51 - WATER LATE FEE			19.06		6.25
	52 - SEWER LATE FEE			20.31		6.25
	51 - OVERPAYMENT					
			Subtotal for Account 20115-00 :	340.31		211.51
20116-00	02-116	[redacted]	100 E WALULLA STREET		RESIDENTIAL	
	51 - WATER BASE			193.44		127.92
	51 - WATER USAGE		7-Day			
	52 - SEWER			107.29		70.95
	51 - WATER LATE FEE			19.03		6.24
	52 - SEWER LATE FEE			20.28		6.24
			Subtotal for Account 20116-00 :	340.04		211.35
20131-00	02-131	[redacted]	116 COTTONWOOD STREET		RESIDENTIAL	
	51 - WATER BASE			193.44		127.92
	51 - WATER USAGE					
	52 - SEWER		7-Day	107.29		70.95
	51 - WATER LATE FEE			19.03		6.24
	52 - SEWER LATE FEE			20.28		6.24
	51 - ON/OFF FEE					
	51 - OVERPAYMENT		Mailed copy as well			
			Subtotal for Account 20131-00 :	340.04		211.35
20143-00	02-143	[redacted]	201 COMMERCIAL STREET		RESIDENTIAL	
	51 - WATER BASE			193.44		127.92
	51 - WATER USAGE			21.57		14.26
	52 - SEWER			107.29		70.95
	51 - WATER LATE FEE		7-Day	21.16		6.94
	52 - SEWER LATE FEE			22.55		6.94
	51 - ON/OFF FEE					
	51 - OVERPAYMENT	PD $300 1/10/24				
			Subtotal for Account 20143-00 :	366.01		227.01
20164-00	02-164	[redacted]	3901 HIGHWAY 21		COMMERCIAL	
	51 - WATER BASE			362.88		181.44
	51 - WATER USAGE					
	52 - SEWER			147.25		74.57
	51 - MISC					
	51 - OVERPAYMENT					
			Subtotal for Account 20164-00 :	510.13		256.01
20173-00	02-173	[redacted]	3874 HIGHWAY 21		RESIDENTIAL	
	51 - WATER BASE			255.84		190.32
	51 - WATER USAGE			725.24		714.45
	52 - SEWER			176.51		140.17
	51 - WATER LATE FEE					
	52 - SEWER LATE FEE					
	51 - MISC					
	51 - OVERPAYMENT	Last PD 12/11/23				
			Subtotal for Account 20173-00 :	1157.59		1044.94
20217-00	02-217	[redacted]	117 PROSPECTOR LANE		RESIDENTIAL	
	51 - WATER BASE			160.60		95.08
	51 - WATER USAGE			20.95		13.85
	52 - SEWER		7-Day	107.29		70.95
	51 - WATER LATE FEE			21.22		10.33
	52 - SEWER LATE FEE			25.31		12.17
	51 - NSF FEE					
	51 - OVERPAYMENT					
			Subtotal for Account 20217-00 :	335.37		202.38

UTILITY BILLING SYSTEM Report ID: 1020

PAST DUE 60 OR MORE DAYS For target date 01/08/2024

CITY OF IDAHO CITY

14:49:02 - 01/08/2024

Account	Route - Meter Fund - Service	Customer Name	Service Address	Balance	User Type	Past Due
20232-00	02-232	[redacted]	207 E WALULLA STREET		RESIDENTIAL	
	51 - WATER BASE			192.96		127.44
	51 - WATER USAGE			12.16		8.04
	52 - SEWER		7-Day	107.29		70.95
	51 - WATER LATE FEE			20.13		6.58
	52 - SEWER LATE FEE			21.44		6.58
	51 - MISC	PD $200 1/10/24 + Agreement				
	51 - OVERPAYMENT					
			Subtotal for Account 20232-00 :	353.98		219.59
20246-00	02-246	[redacted]	416 ELK CREEK ROAD		RESIDENTIAL	
	51 - WATER BASE			138.97		73.45
	51 - WATER USAGE			32.26		21.33
	52 - SEWER			107.29		70.95
	51 - WATER LATE FEE			22.85		13.37
	52 - SEWER LATE FEE	Last PD 12/7/23		25.52		13.37
	51 - OVERPAYMENT					
			Subtotal for Account 20246-00 :	326.89		192.47
20259-00	02-259	[redacted]	110 PINE CONE BLUFF		RESIDENTIAL	
	52 - SEWER		7-Day	107.29		70.95
			Subtotal for Account 20259-00 :	107.29		70.95

Total Balance: 26315.01

Total Past Due: 23756.72